WATER SUPPLY ASSESSMENT

GOLDEN STATE WATER COMPANY – SOUTHWEST

INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER

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1. **INTRODUCTION**

1.1. **PROPOSED PROJECT DESCRIPTION**

The proposed Inglewood Basketball and Entertainment Center (Project) is located in the southwest portion of the City of Inglewood (Figure 1) in Los Angeles County. The multi-parcel development totals approximately 27 acres. The proposed development includes facilities as follows:

- 935,000-square foot arena designed to host the LA Clippers basketball team with up to 18,000 fixed seats for NBA games, and up to 500 additional temporary seats for other events;
- 85,000-square foot team practice and athletic training facility;
- 71,000-square feet of LA Clippers team office space;
- 25,000-square foot sports medicine clinic for team and potential public use;
- 15,000-square feet of community space;
- 8,000-square feet of restaurant and lounge space within the Arena PD
- 40,000-square feet of Plaza Dining and Retail
- 150-room hotel with limited service; and
- parking facilities.

The proposed development assumes that all LA Clippers home basketball games would occur at the Arena, and that approximately 49 games per season would be played. Additionally, approximately 194 other, non-LA Clipper events (e.g. concerts, family shows, conventions, and corporate or civic events) would be hosted throughout the year with crowd sizes ranging from 2,000 to full capacity 18,500 attendees.

1.2. **BACKGROUND**

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires preparation of a Water Supply Assessment (WSA) for a project subject to the California Environmental Quality Act (CEQA) and for a project considered subject to SB610 as defined in Water Code Section 10912. A WSA includes quantification of water demands for a project, documentation of water supply sources, evaluation of drought impacts, and provision of a comparison of water supply and demand for the next 20 years in order to assess water supply sufficiency. The City of Inglewood has requested a WSA given the overall intensification of the proposed land uses and potential for increased water demand.

The Project is in the portion of the City served by Golden State Water Company - Southwest System (GSWC). While the City of Inglewood supplies water to other areas of the City and has prepared an Urban Water Management Plan (PSOMAS, 2016), it is not the retailer for the proposed Project.
A foundational document for preparation of the WSA is the GSWC’s Urban Water Management Plan (UWMP) for the Southwest System, adopted September 2016 (Kennedy/Jenks, 2016). WSAs and UWMPs both require water supply reliability information to be provided for the water service area in five-year increments over a 20-year planning horizon.

Water supply sources for the Southwest System include imported water, GSWC operated groundwater wells, and recycled water. Imported water is provided to GSWC through wholesalers West Basin Municipal Water District (WBMWD) and Central Basin Municipal Water District (CBMWD). These wholesalers in turn obtain their imported water from Metropolitan Water District of Southern California (MWD). The Southwest System also is supplied by GSWC owned wells in the adjudicated West Coast and Central Subbasins of the Los Angeles Coastal Plain Groundwater Basin. Recycled water is supplied to GSWC by WBMWD.

1.3. PURPOSE

The purpose of this WSA is to document GSWC’s existing and future water supplies for its service area and compare them to the area’s future water demand including that of the proposed Project. This comparison, conducted for a normal year, single-year drought, and multi-year drought, is the basis for an assessment of water supply sufficiency in accordance with the requirements of California Water Code Section 10910 (Senate Bill 610).

2. PROJECT WATER DEMAND

This section addresses water demands for the proposed land uses.

2.1. EXISTING WATER USE

The existing site includes eight parcels (including the alternate Prairie Access Variant) currently occupied by various uses including a fast-food restaurant, a hotel, warehouse and light manufacturing facilities. Actual water usage for these parcels was not available from GSWC due to privacy concerns but water use was estimated by Stetson Engineers to be approximately 7.6 AFY (Stetson 2019). The estimate was based on water use records of similar establishments in the City of Lakewood, City of Inglewood, and City of Long Beach.

2.2. ESTIMATED FUTURE WATER DEMAND

Estimation of the future water demand for the proposed Project was also calculated by Stetson Engineers in their Review of Water Demands memo for the IBEC Project (Stetson 2019). Water demand was estimated with standard water conservation and with enhanced water conservation based on Leadership in Energy and Environmental Design (LEED) requirements for certification.
The GSWC UWMP does not include an established methodology for estimating future demand. The water demand estimates are largely dependent on the Project’s scope, and the Stetson memo assesses water demands under baseline conditions with standard levels of water conservation. Project water demand estimates are summarized in Table 1. Total future demand is 102.8 AFY under baseline water conservation and includes 69.3 AFY for indoor water use, 15 AFY for outdoor use, and 18.4 AFY for the cooling tower associated with the area.

The water demands of Arena and Plaza events are calculated based on maximum attendance per event, number of employees per event, number and type of events expected per year, and water demand of end uses (kitchens, laundry, restrooms, etc.) as described in the LEED documentation (USGBC 2019). Office and retail water demand is calculated on a per employee/customer basis. Restaurant usage is calculated by a rate based on square footage derived from water use estimates for the Los Angeles Convention and Event Center, a similar sized project.

In addition, Stetson Engineers calculated water demands assuming LEED certification with increased water conservation, also shown on Table 1. The IBEC Project will meet the LEED certification including use of recycled water, water efficient fixtures, and smart meters. The water demands per end use (i.e. plumbing fixtures) were reduced based on LEED documentation; potable water use in landscaping was also reduced. Total future demand with LEED water conservations is 63.3 AFY with LEED water conservation and includes 25.4 AFY for arena and plaza events (10.7 + 14.7 AFY), 7.3 AFY for outdoor use, 30.6 AFY for remaining office, retail, and hotel uses.

To check these estimated demands, Todd Groundwater reviewed information for similar arenas in California and for the other proposed uses, as summarized in Tables 2 and 3. Independent evaluation of arena water uses used the Water and Sewer Analyses prepared for the new Golden State Warriors Arena in San Francisco (BKF 2015). The baseline water use for the Golden State Warriors Arena was estimated at 14 gallons per day per capita (gpdc) and 3 gpdc, for employees and visitors respectively. The anticipated annual events provided in the Stetson memo was used to estimate Arena water demand using the Golden State Warrior factors. It is assumed the factors include other facility water demands such as cooling towers. As shown on Table 2, the arena water use with this method is estimated at 22.7 AFY.

The water demands for other portions of the project were calculated using a water use factor and a base unit for each building use, as shown on Table 3. The attached practice and training facility is assumed to have a water use factor similar to a typical gym and is estimated to use 0.0625 gpd per square foot (gpd/sf) (MPWMD 2017). The office water demand factor is estimated at 0.15 gpd/sf based on a recent WSA prepared for the City of Burbank (Todd 2017). Medical clinics are estimated to use 0.62 GPD/sf, approximately four times as much water as a new office building (Mays 2001). The water demand for the proposed hotel is estimated assuming 150 rooms at 115 GPD per room (MPWMD 2017). Retail and community space at similar projects are estimated to use 0.172 gpd/sf (BKF 2015). Community spaces are estimated to use 0.47 gpd/sf (MPWMD 2017). Water demand
estimates for the Outdoor Plaza assume that ten percent of the space would be landscaping, and the remainder would be hardscape. Outdoor hardscape water demand is driven by washing surfaces and was assumed to occur four times per year, totaling to 0.00164 gpd/sf. Landscape irrigation is assumed to require 0.0195 gpd/sf.

Based on these assumptions and water demands, the Project potable demand can be independently estimated at 98.4 acre-feet per year (AFY). This confirms that the Stetson baseline water use estimate, 102.8 AFY, is reasonable given the anticipated events and uses of the project.

2.3. ESTIMATED FUTURE RECYCLED WATER USE

To minimize demand on the Southwest System’s potable water supply, GSWC is encouraging and incentivizing future developments to use recycled water in irrigation systems. If a recycled water main were extended to the site, it would be beneficial to use recycled water for non-potable uses such as irrigation. As the IBEC project plans to be LEED certified, the IBEC project is installing facilities for use of recycled water (when available) to offset irrigation water use.

3. GOLDEN STATE WATER COMPANY WATER DEMAND

This section summarizes water demands for the Golden State Water Company – Southwest System service area, the proposed retailer for the Project.

The first part describes the factors affecting total water demand, including climate, population and employment, plus the mix of customer types, such as residential, commercial, agricultural, and industrial. Management of water demand through water conservation is summarized. The second part documents water demands, not only under normal climatic conditions, but also during drought.

3.1. CLIMATE

Climate has a significant influence on water demand on a seasonal and annual basis. This influence increases with the portion of water demand for outside uses, specifically landscape irrigation.

Table 4 summarizes representative climate data for Inglewood, including average monthly and annual rainfall and evapotranspiration (ETO) from the California Irrigation Management Information System (CIMIS) Long Beach station #174 (CIMIS 2017). The Southwest Service Area has a semi-arid, Mediterranean climate, characterized by dry summers and wet winters with year-round moderate-to-warm temperatures. Reflecting this pattern, water demand in the Southwest System is greater in the summer than in the winter.

As it would for the entire region, climate change may affect future water supply availability for the Southwest System by reducing water availability, changing local precipitation.
patterns, and increasing water demands. As discussed in greater detail below, the Southwest System largely relies on imported water, but also uses local groundwater, and is increasing its recycled water supply source to help offset potable demand.

3.2. **Population**

Population, a key factor in water demand, is analyzed in the GSWC 2015 UWMP for the Southwest System. Table 5 reproduces the 2015 UWMP population values for the GSWC service area with projections to 2040.

3.3. **Current Water Use Sectors and Water Demand**

Table 6 documents the historical water demand for the GSWC service area by water use sectors for fiscal years 2010 and 2015 from GSWC 2010 and 2015 UWMPs. The water use sectors (customer types) are listed on the left. Overall during the five-year period, total water use declined slightly, reflecting the success of water conservation programs among other factors.

3.4. **Projected Water Demand**

Table 7 summarizes actual 2015 and projected water demands for the Southwest System’s service area from 2020 to 2040. Overall, the projections indicate increasing water demands to 2040 for each water use sector. Water demand estimates are driven by projections of population, households, and employment based on respective data from the Southern California Association of Governments (SCAG) as presented in the GSWC 2015 UWMP. The projected residential and commercial water demands reflect water demand increases associated with general commercial and residential growth in the Southwest Service Area and have not been allocated to specific development projects (Kennedy/Jenks Consultants 2016).

The 2015 UWMP estimates an approximate 3.9 percent annual growth in total water consumption until 2020. After 2020, demand is estimated to increase at 0.25 percent per year until 2040, presumably anticipating buildout. Population growth would also be 0.25 percent during this period. A detailed explanation of the population, household and employment projection process employed by SCAG can be found in the report: “Growth Forecast”, a supplemental report to the SCAG “Regional Transportation Plan, 2012-2035” (SCAG 2012). The growth in demand is not allocated to planned or potential projects but is simply an estimate of growth consistent with regional projections. GSWC requires that all new projects register as a new business and provide information about the proposed water use. GSWC assesses these applications on a per project basis to determine if they are within the capability of the water system. GSWC requires new business to register as early as possible in the planning process. The IBEC project has been submitted to GSWC and the applicant has been collaborating with the retailer to provide as much information as possible about the water supply needs and groundwater well placement.
3.5. **Water Conservation**

Water conservation has been mandated by the State and has become an important and effective means for municipal water providers to balance water demand and supply in the future and to address drought. As described in this section, GSWC and the City of Inglewood have implemented water conservation measures to manage water demand over the long term and during drought. The total future water demand may be lower than estimated above as the GSWC implements water conservation measure and efficiency requirements.

To manage water demand over the long term, the State’s Water Conservation Act of 2009 (SBx7-7) called for a 20 percent reduction in urban water use by the year 2020. The Water Code was amended to require 2015 and 2020 water use targets to be developed in the 2010 UWMPs with updated targets in the 2015 UWMPs. For GSWC, the recalculated 2015 interim compliance target for per capita water consumption is 124 gallons per day per capita (gpd) in accordance with Section 10608.20 (b)(3) of the Water Code (Kennedy/Jenks, 2016). GSWC’s per capita water use in 2015 was calculated to be 87 gpd, which is below the 2015 Interim Target and demonstrates the effect of long-term water conservation.

With regard specifically to drought and other short-term shortages, the UWMP documents the GSWC’s Water Shortage Contingency Plan. The Golden State Water Company is an investor-owned utility, and as such, is subject to the California Public Utility Commission (CPUC). California Water Code, Section 357 requires that water suppliers subject to regulation by the CPUC must obtain approval prior to instituting mandatory water use restrictions and/or consumption regulation in response to water shortage emergencies. In the case of a water shortage emergency, GSWC will request approval from the CPUC to implement Rule 14.1 and establish three broad categories of conservation policy.

- Rule 14.1 A. Conservation-Non-Essential or Unauthorized Water Use – Voluntary – GSWC authorized to implement without additional CPUC advice.
- Rule 14.1 A. Conservation-Non-Essential or Unauthorized Water Use – Mandatory but without fines or surcharge tariff – GSWC required to file Tier 1 Advice Letter requesting authorization to institute a Schedule 14.1 Stage.
- Rule 14.1 B. Staged Mandatory Rationing of Water Usage – Includes authorization of fines and surcharge tariff - GSWC required to file Tier 2 Advice Letter requesting authorization to institute a Schedule 14.1 Stage.

Depending on the severity of the water shortage, a five-stage water-rationing plan may be implemented, corresponding to shortages of up to 10 percent, 20 percent, 30 percent, 40 percent, and 50 percent, respectively (Kennedy/Jenks 2016).

Water conservation was mandated in response to the recent drought of 2012 to 2016. On the state level, Governor Jerry Brown signed executive order B-29-15, which mandated a 25 percent reduction in urban potable water use (State of California 2015). On a local level, the...
City of Inglewood passed Ordinance 15-02 in October 2014, which established emergency water conservation measures. These measures were made permanent in August 2017 by Resolution 17-124 (City of Inglewood 2017). GSWC also implemented Rule 14.1, with the staged action plan to reduce water usage by up to 50 percent. The water conservation measures limit outside watering of potable water, impose an obligation to repair leaks, require automatic shut off nozzles for hoses, restrict irrigation run off, and put limitations on swimming pools, among other restrictions.

Water conservation effectiveness is tracked; on a monthly basis, large urban water suppliers in California are required to report data on water production and conservation activities to the California State Water Resources Control Board (CSWRCB 2018). Water conservation effectiveness is measured by comparing current monthly water use to the amount of water used during calendar year 2013. In 2015, at the peak of a multiple year drought, GSWC reported that water use was reduced by up to 15.8 percent and the City of Inglewood reported a water use reduction of 21.3 percent compared to 2013. These data demonstrate that the water conservation measures were successful in reducing water demand during the extended drought.

4. GOLDEN STATE WATER COMPANY WATER SUPPLY

The GSWC is the water retailer and provides water supply for domestic, irrigation and fire protection use. Table 8a and 8b present the historical water supply sources from 2010 and 2015 in terms of all sources (8a) and groundwater supply by aquifer (8b). The 2015 UWMP states that GSWC imports 76.5 percent of the potable water supply. Groundwater pumped from the West Coast and Central Basins contributes approximately 22 percent of the total water supply for the Southwest service area. Non-potable, GSWC recycled water contributes approximately 1.5 percent of the total supply.

4.1. GROUNDWATER

As indicated in Table 8a, approximately 22 percent of the GSWC water supply is from groundwater. Table 8b shows the amount pumped for the last five years of data presented in GSWC’s UWMP; as shown, groundwater is pumped from the West Coast and Central Basins.1 The West Coast Basin is situated beneath approximately 160 square miles of the southwest portion of the Los Angeles Coastal Plain Basin. Its boundary is defined by Santa Monica Bay on the west, Newport-Ingelwood fault system on the east, San Pedro Bay to the south and the Ballona Escarpment in the north. The Central Basin, or southeastern portion of the Los Angeles Coast Plain Basin, has a surface area of 277 square miles. The Central Basin’s boundaries extend from Merced and Puente Hills in the north, to the Newport-Inglewood fault system in the southwest and continue to the Orange County line in the southeast.

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1 The West Coast and Central Basins are technically subbasins of the Coastal Plain of Los Angeles Groundwater Basin. However, they have been designated individually by the Department of Water Resources (DWR) as groundwater basins 4-11.03 and 4-11.04, respectively (DWR, 2003) and are referred to as basins in this text.
The water bearing deposits in both the West Coast and Central Basins include the unconsolidated and semi-consolidated marine and alluvial sediments of Holocene, Pleistocene, and Pliocene ages. The Holocene alluvium, (Gaspur and Semiperched aquifers), Upper Pleistocene Lakewood (Bellflower and Gardena aquifers), and Lower Pleistocene San Pedro Formations (Silverado aquifer) are the main groundwater producing units. The storage capacity for the West Coast Basin is estimated to be 6.5 million AF, while the Central Basin is estimated to hold approximately 13.8 million AF (California DWR, 2003).

Groundwater extraction by pumping wells is the primary means of groundwater discharge from the basin. The West Coast Basin receives inflow from artificial recharge projects, subsurface flow from the Central Basin, and percolation from rainfall. The California Department of Water Resources (DWR) estimated groundwater for urban use in the West Coast Basin at 51,673 AFY. Estimates of urban groundwater extraction in the Central Basin are significantly higher at 204,335 AFY (DWR, 2003).

The Salt and Nutrient Management Plan (SNMP) for the Central Basin and West Coast Basin (Todd Groundwater, 2015) documents that average salt and nutrient concentrations in the West Coast Basin groundwater do not meet water quality objectives of the Regional Water Quality Control Board because of historical seawater intrusion. However, existing and planned implementation measures (including the barrier projects, desalters, recharge projects and other programs) ensure that salt and nutrient levels in groundwater will achieve the objectives in the future.

In 1961, the West Coast Basin was adjudicated to prevent overpumping (which caused seawater intrusion) and to restore groundwater levels. The West Coast Basin Judgment limits the amount of groundwater each party can extract annually from the Basin, and these limits are monitored by DWR, the Court-appointed Watermaster. As part of the adjudication, the Central and West Basin Water Replenishment District (WRD) was created to manage, regulate, and replenish the Central and West Coast Basins. The 1961 adjudication was modified in 2014 to form the West Basin Water Rights Panel to help ensure compliance with the Amended Judgment. In 2018, an additional judgment modified the agreement to add a process for users not in the original judgment an extraction exemption. The original 1961 adjudication and the 2018 update are attached as Appendix A.

In order to adjudicate water rights of groundwater and regulate pumping from the Central Basin, the WRD filed Case No. 786,656 on January 2, 1962, in the Superior Court, County of Los Angeles, naming more than 700 parties as defendants (Appendix B). The first Central Basin Judgment became effective on October 1, 1966. The first amendment to the Judgment was implemented on March 21, 1980 and transitioned the administrative year from a water year (October 1 to September 30) to a fiscal year (July 1 to June 30). On May 6, 1991, the Judgment was amended again to modify the carryover and overproduction provisions. The Judgment was most recently amended by the Court in December 2013, which initiated a water storage program. Golden State Water Company has an Allowed Pumping Allocation.
(APA) of 16,439 AFY from the Central Basin and 7,502 AFY from the West Coast Basin. The APA for each basin is the allotted amount for all GSWC’s systems. However, the total can be adjusted based on carryover rules and additional water can be leased from other water rights holders in the Central Basin. GSWC operates and maintains ten groundwater well sites; two in the Central Basin and eight in the West Coast Basin.

4.2. **RECYCLED WATER**

The proposed Project will use recycled water when infrastructure is available to provide recycled water. The GSWC is pursuing opportunities to increase its use of recycled water as part of its overall water supply portfolio. GSWC purchases recycled water from WBMWD. WBMWD purchases and resells tertiary-treated recycled water produced at the Los Angeles County Sanitation District’s Los Coyotes and San Jose Creek Water Reclamation Plants. The primary uses of recycled water in the GSWC system area are irrigation of landscaping, indirect potable reuse, and injection as part of the seawater intrusion barrier program. The 2015 UWMP notes that there is potential to increase recycled water use, but also limitations to connecting new customers. Recycled water delivery infrastructure is wholly owned by WBMWD, and GSWC would need to work with the water district to determine if a recycled water connection to the Project is feasible.

Recycled water volumes supplied to GSWC are presented on Table 8 for years 2010 and 2015. In 2015 recycled water accounted for approximately 1.5 percent of the water supply.

4.3. **IMPORTED WATER**

In 2015, GSWC purchased approximately 21,000 AF or 76 percent of its potable water supply from CBMWD and WBMWD. Imported water (delivered through CBMWD and WBMWD) is provided by MWD from the Colorado River, the Sacramento-San Joaquin River Delta (Delta) via the State Water Project, desalination, recovered groundwater banking, and other sources). These sources provide Southern California with approximately 2 million acre-feet (MAF) of water annually for urban uses. The Colorado River provides approximately 4.4 MAF annually for agricultural and urban uses while the Delta supplies Southern California with over 1 MAF annually. MWD receives its water supply via the Colorado River Aqueduct and the California Aqueduct. The Colorado River Aqueduct, managed by MWD, is 242 miles long and conveys water from the Colorado River to Lake Matthews. The California Aqueduct, part of the State Water Project and operated by the California Department of Water Resources, is 444 miles long and carries water from the Delta to Southern California.

Purchased water is delivered to GSWC through fourteen imported water connections. Combined, these connections have a total delivery capacity of 83,304 AFY. For comparison the maximum amount of water imported by GSWC between 2011 and 2015 was 21,023 AFY. It is anticipated that these connections should be sufficient to meet normal and dry year demand.
GSWC has five-year purchase agreements with WBMWD and CBMWD with rates based on a two-tier rate structure. Tier 1 is an agreed supply allotment at one rate, and additional supplies in excess of the agreement would be charged at a Tier 2 rate. Because of recent changes with a new purchase agreement with MWD, WBMWD and CBMWD have not developed new agreements with member agencies. However, CBMWD did recommend a Tier 1 water budget for agencies seeking to establish annual purchase limits, indicating that the base agreement water supply will continue to be available. GSWC is actively pursuing the availability of a reliable, cost effective supply of imported water through the implementation of conjunctive use storage programs in the Central and West Coast basins. Even with these limitations, the 2015 UWMP indicated that GSWC will have a sufficiently reliable supply of water to meet projected demand (Kennedy/Jenks, 2016).

4.4. Water Supply in Normal and Drought Periods

The California Water Code requires a WSA to include discussion of how supply will meet demand during normal, single dry, and multiple-dry years during a 20-year projection. The GSWC’s 2015 UWMP, included herein by reference, provides discussion of water supply and demand in normal and drought periods.

The historical normal year was selected as FY 1996-1997, and FY 2006-2007 was used as a historical single dry year. GSWC selected the historical drought of 1959 through 1961 to estimate the projected water demands during a multiple dry year period. Available volumes for base water year data were not provided; however, the UWMP indicated that during the single-dry year and multiple-dry year periods, the water system received 100 percent of average supply. While the multiple dry years (1959-1961) reflect a historical period with less water demand, the period also preceded importation of State Water Project Water and thus involved a greater reliance on local groundwater supplies. This multiple year drought selection was deemed appropriate by DWR for the purposes of the UWMP. It is noteworthy that GSWC and their wholesalers did not experience a water supply shortage during the most recent drought (2012-2016). Imported water increased by 67 percent in 2015 during the most recent drought (Kennedy/Jenks, 2016). According to the UWMP from Metropolitan (the regional wholesaler of imported water), water supplies are projected to remain at similar levels during multiple year droughts through 2040. According to their UWMP, total local supplies (including imported water) will decrease around 5 percent from average conditions in 2040 (Metropolitan 2016 Table 2-2 and Table 2-3).

In addition, GSWC anticipates that the recycled water supply will remain constant through single-year and multi-year droughts. While recycled water can be affected by indoor water conservation measures, it generally is recognized as reliable during drought (PPIC, 2018; WBMWD, 2018). As documented in the GSWC UWMP, recycled water supplies increased during the most recent drought.
4.5. **Projected Water Supply: Regional Supply and Demand**

Contracts for imported water are not currently in place for projection to the planning horizon; however, regional water supplies are not expected to change significantly according to the UWMPs of regional wholesalers. To recap, GSWC receives imported water from WBMWD and CBMWD. WBMWD and CBMWD document their future supply and demand in regional UWMPs (WBMWD, 2016 and Arcadis, 2016) that include GSWC Southwest’s service area. In turn, Metropolitan’s UWMP encompasses WBMWD and CBMWD.

As documented in Tables 9, 10, and 11, the Metropolitan, WBMWD, and CBMWD UWMPs all show sufficient supplies to meet projected future demands in the region during all conditions including average, dry, and multiple-dry years (Metropolitan 2016, WBMWD 2016, Arcadis 2016).

CBMWD’s UWMP indicates that it “has taken important steps during the past decade to reduce its service area’s vulnerability to extended drought and other potential threats”. These steps include expanding its recycled water distribution and enhancing groundwater sustainability by increasing recharge in wet years. In an average year, CBMWD anticipates an increase in supply delivered from 266,487 in 2015 (CBMWD UWMP Table 3-2) to 317,981 AFY in 2040 (CBMWD UWMP Table 3-5), a total increase of 51,494 AFY. These increases in supply are based on plans to expand groundwater production, recycled water, and purchased water from Metropolitan by approximately 20,000 AFY, 12,000 AFY, and 20,000 AFY, respectively.

To estimate projected water demand, CBMWD uses a combination of historical water use analysis, population growth, and commercial and residential development data plus the assistance of Metropolitan’s forecasting model known as MWD-MAIN (Municipal and Industrial Needs) Water Use Forecasting System. The MWD-MAIN forecasting model provides estimated urban water demand for the next 25 years. To project water demands, MWD-MAIN incorporates census data, industrial growth, employment and regional development from regional planning agencies, such as SCAG. It also accounts for current and future water conservation and education programs.

As shown in Table 9 (from CBMWD’s UWMP Tables 3-5, 3-6, and 3-7), the wholesaler is projecting a net supply surplus under all conditions, up to 8,302 AFY in an average year (CBMWD 2016).

WBMWD’s UWMP also shows commitment to meeting the demands of retailers including GSWC. The UWMP details WBMWD’s plan “to continue to improve the reliability of its supplies to its customer agencies by increasing recycled water supplies as well as potentially investing in over 20,000 AFY of desalinated ocean water supply.”

WBMWD anticipates it can continue to meet demand, which increases from 135,369 AFY in 2015 to 144,126 AFY in 2040, a total of 8,757 AFY (Table 3-6). As described in its UWMP,
West Basin relied solely on Metropolitan’s projections for total demand and water use efficiency, which used data from the SCAG 2012 Regional Transportation Plan/Sustainable Community Strategy (April 2012). The SCAG regional growth forecasts provide core assumptions for estimating retail demand; as described in the WBMWD UWMP, SCAG projections undergo extensive local review and incorporate zoning information from city and county general plans.

Table 10 reproduces information from WBMWD UWMP Tables 5-3, 5-4, and 5-5 and shows that in normal and dry years WBMWD has sufficient supply to meet this increasing demand. In a multiple dry year and only in 2020, WBMWD will have to rely on its water supply contingency plan that puts water conservation into effect. The wholesaler has demonstrated the effectiveness of these measures during the previous multiple year drought; as noted in the UWMP “West Basin’s customer agencies have achieved an overall total reduction of 19% water conservation for the period June 2015 to February 2016 as compared to the same months in 2013” (UWMP 2016). As noted above, WBMWD plans to meet the projected future demand with a diverse supply portfolio. WBMWD has plans in place to expand its water use efficiency programs, further develop recycled water, and add ocean water desalination supplies to improve its immediate, near- and long-term reliability of supplies.

Metropolitan, the supplier to both of GSWC’s wholesalers, similarly plans to increase supply to meet projected growth as shown on Table 11. In average conditions, Metropolitan is planning a 111,000 AFY increase in supply from 2,578,000 2015 to 2,689,000 AFY in 2040 (Metropolitan Water District, 2016, Table 1-5). Metropolitan is pursuing several projects to increase its water supply including:

- Finding long-term solutions for the Delta
- Developing storage programs related to the SWP and the Colorado River
- Developing storage and groundwater management programs within the Southern California region
- Increasing water recycling, groundwater recovery, and seawater desalination
- Developing water supply management programs outside of the region.

Based on the above, the available increase in supply indicated by all three wholesalers would accommodate the proposed project’s net water demand of 95 AFY (103 total demand less 8 AFY existing demand).

4.6. GSWC PROJECTED WATER SUPPLY: NORMAL AND DROUGHT YEARS

For the Golden State Water Company Southwest System, Table 12 summarizes water supply and demand for a normal year. The total water supply (based on GSWC’s current portfolio of water supplies) is projected to meet the total water demand. To assess its future water supply portfolio, GSWC assumes constant supplies through 2040 of imported water from CBMWD, plus groundwater from the Central and West Coast Basins and recycled water. The assumed amounts of CBMWD imported water and groundwater are less than recent historical totals (see 2010 and 2015 values in Table 6). Recycled water projections include
recent supplies and planned projects. To meet demand, GSWC plans to increase the amount of purchased imported water from WBMWD through 2040. However, no plans are currently in place beyond 2024 and GSWC will develop new agreements with WBMWD when WBMWD begin to assess future supply for their retailers. While WBMWD projects a shortage of water if a multiple dry year occurred in 2020, GSWC would continue to receive its current contracted amount through 2024. By 2025, WBMWD’s UWMP projects that water supply is sufficient to meet the region’s growing demand. It is therefore likely GSWC will be able to extend and increase its agreement with WBMWD.

Groundwater production is capped at the GSWC’s adjudicated Allowed Pumping Allocation (APA) of 16,553.62 AFY, but there are opportunities to store water in the basins, up to 200 percent of the APA per year. Additional leased groundwater may also be available in both the Central Basin and West Coast Basin. These leases are renewed annually, on an as needed basis. In the past, as much as 61,067 AFY and 39,889 AFY from the Central and West Coast Basins, respectively, have represented unpumped adjudicated rights that may be available for GSWC to lease to augment their Central Basin APA and/or West Coast Basin water rights and to support overall water supply reliability (Kennedy/Jenks, 2016). Accordingly, as part of a future water supply, GSWC plans to store and to purchase groundwater in the Central and or West Basins (Kennedy/Jenks, 2016). To develop and implement a storage and recovery program, GSWC is planning to improve infrastructure and install new wells. These options are being explored currently, and supply quantities associated with a storage program have not yet been determined. There is no additional information related to an alternative.

Tables 13 and 14 show supply and demand in single-year and multi-year dry conditions. The available water supplies in a single-dry year and multiple dry years were estimated using the observed ratio of normal to dry years in past years.

As documented in its UWMP, GSWC does not rely on assumed water conservation performance in order to balance available water supplies with water demands for both single and multiple dry years through 2040 (Kennedy/Jenks, 2016). In other words, normal and dry year demands are indicated to be the same. Nonetheless, water use efficiency mandates and water conservation measures (by GSWC and the City of Inglewood) were effective during the last drought and are likely to reduce demand during future droughts. Note that supply is shown as equal to demand. It is common practice in UWMPs to presume that the water agency generates no more supply than what is needed and delivered to customers including associated system water losses.

5. COMPARISON OF SUPPLY AND DEMAND

As documented in Tables 12, 13, and 14, GSWC has indicated sufficient water supply to fulfill demand in normal, single dry, and multiple dry years with a 20-year projection. To further increase their portfolio, GSWC has indicated that they plan to purchase and store water in the Central Basin and/or the West Coast Basin. The amounts to be supplied from these projects are not yet quantified, pending further development of purchase
agreements, but base agreement water supply will continue to be available. As documented in its UWMP, GSWC has a portfolio of supplies to rely on during normal and dry years. The reliability of this supply is evidenced by the fact that GSWC was supplied with 100 percent of demand during the most recent multi-year drought. Additionally, water use for 2015 shows that conservation measures implemented by GSWC and the City of Inglewood were successful in reducing demand in the service area.

The Golden State Water Company - Southwest System 2015 Urban Water Management Plan did not specifically include the Inglewood Basketball and Entertainment Center in its water demand estimates. Nonetheless, the UWMP anticipates commercial growth in the service area. Water demand estimates for commercial customers through 2020 are projected to increase by 591 AFY. The net water demand for the proposed Project is estimated at 94.2 AFY (102.8 total demand less 8 AFY existing demand); this conservatively assumes no LEED water conservation. This estimated Project water demand represents approximately 16 percent of the projected increase between 2015 and 2020 for all commercial uses. This comparison suggests that the Project water demand can be accommodated within the planned commercial growth. Up-to-date water demand data for commercial customers in fiscal years 2016, 2017, and 2018 were not available at the time this WSA was prepared. These data would allow comparison of the net water demand for the proposed Project to the current and projected commercial water demands.
6. REFERENCES


http://www.water.ca.gov/groundwater/bulletin118/index.cfm


California State Water Resources Control Board, 2018, Public Water System Operations Monthly Water Production and Conservation Information,  


City of Inglewood, 2017, Resolution 17-124, A Resolution...retracting the Level 1 Water Supply Shortage Condition, August 15.


Southern California Association of Governments (SCAG), Growth Forecasting -Adopted 2012 RTP Growth Forecast,  
http://gisdata.scag.ca.gov/Pages/SocioEconomicLibrary.aspx?keyword=Forecasting, Last Accessed: May 22, 2019


Water Replenishment District, https://www.wrd.org/content/monthly-production-reports


Tables and Figure
### Table 1. Summary of Stetson Engineers Water Demands Analysis

<table>
<thead>
<tr>
<th>Water Use Type</th>
<th>Estimated Water Demands (AFY)</th>
<th></th>
<th>LEED Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Baseline Conservation</td>
<td>LEED</td>
<td></td>
</tr>
<tr>
<td><strong>Indoor</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arena and Plaza Events [1]</td>
<td>21.0</td>
<td>10.7</td>
<td></td>
</tr>
<tr>
<td>Office Space</td>
<td>8.8</td>
<td>6.1</td>
<td></td>
</tr>
<tr>
<td>Retail Space</td>
<td>8.1</td>
<td>4.0</td>
<td></td>
</tr>
<tr>
<td>Restaurant Space</td>
<td>8.1</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Indoor Washdown</td>
<td>2.4</td>
<td>2.4</td>
<td></td>
</tr>
<tr>
<td>Hotel (150 rooms)</td>
<td>21.0</td>
<td>13.7</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal - Indoor</strong></td>
<td><strong>69.3</strong></td>
<td><strong>41.2</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Outdoor</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape</td>
<td>14.3</td>
<td>6.6</td>
<td></td>
</tr>
<tr>
<td>Outdoor Washdown</td>
<td>0.7</td>
<td>0.7</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal - Outdoor</strong></td>
<td><strong>15.0</strong></td>
<td><strong>7.3</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal - Other</strong></td>
<td><strong>18.4</strong></td>
<td><strong>14.7</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>103</strong></td>
<td><strong>63</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

[1] Excludes arena structure cooling tower water demands

[2] Arena structure cooling tower water demands

[3] Pursuant to the LEED’s "Indoor Water Use Reduction" category
<table>
<thead>
<tr>
<th>Event Type</th>
<th>Number of Employees per Event [1]</th>
<th>Maximum Attendance per Event [1]</th>
<th>Baseline Water Use (gpdc)</th>
<th>Events per Year [1]</th>
<th>Estimated Baseline Water Demand</th>
<th>Gallons per Year</th>
<th>AFY</th>
</tr>
</thead>
<tbody>
<tr>
<td>LA Clippers Home Games</td>
<td>1,320</td>
<td>18,000</td>
<td>14.0</td>
<td>3.0</td>
<td>49</td>
<td>3,551,520</td>
<td>10.9</td>
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<tr>
<td>Concerts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 per year (large)</td>
<td>1,120</td>
<td>18,500</td>
<td>14.0</td>
<td>3.0</td>
<td>5</td>
<td>355,900</td>
<td>1.1</td>
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<tr>
<td>8 per year (medium)</td>
<td>795</td>
<td>14,500</td>
<td>14.0</td>
<td>3.0</td>
<td>8</td>
<td>437,040</td>
<td>1.3</td>
</tr>
<tr>
<td>10 per year (small)</td>
<td>530</td>
<td>9,500</td>
<td>14.0</td>
<td>3.0</td>
<td>10</td>
<td>359,200</td>
<td>1.1</td>
</tr>
<tr>
<td>Family Shows</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 per year</td>
<td>530</td>
<td>8,500</td>
<td>14.0</td>
<td>3.0</td>
<td>20</td>
<td>658,400</td>
<td>2.0</td>
</tr>
<tr>
<td>Other Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35 per year</td>
<td>480</td>
<td>7,500</td>
<td>14.0</td>
<td>3.0</td>
<td>35</td>
<td>1,022,700</td>
<td>3.1</td>
</tr>
<tr>
<td>Corporate/Community Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 per year</td>
<td>25</td>
<td>2,000</td>
<td>14.0</td>
<td>3.0</td>
<td>100</td>
<td>635,000</td>
<td>1.9</td>
</tr>
<tr>
<td>Plaza Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 per year</td>
<td>25</td>
<td>4,000</td>
<td>14.0</td>
<td>3.0</td>
<td>16</td>
<td>197,600</td>
<td>0.6</td>
</tr>
<tr>
<td>Practice Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>260 per year [3]</td>
<td>54</td>
<td>0</td>
<td>14.0</td>
<td>3.0</td>
<td>260</td>
<td>196,560</td>
<td>0.6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,413,920</td>
<td>22.7</td>
</tr>
</tbody>
</table>

**Notes:**
- AFY = acre feet per year
- gpdc = gallons per day per capita

**Source:**
1. "IBEC Anticipated Annual Events Characteristics", Wilson Meany
2. BFK Golden State Warriors Arena Water Use
3. Pursuant to Montgomery Clark Advisors e-mail dated May 8, 2019
## Table 3. Confirmation of Proposed Project Water Demand

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Area (sq ft)</th>
<th>Demand Factor (gpd per sq ft)</th>
<th>Water Demand (gpd)</th>
<th>Water Demand (AFY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena</td>
<td>18,500 Seats</td>
<td>4 gpd/seat&lt;sup&gt;1&lt;/sup&gt;</td>
<td>based on event</td>
<td>22.7</td>
</tr>
<tr>
<td>Training Facility</td>
<td>85,000</td>
<td>0.0625&lt;sup&gt;2&lt;/sup&gt;</td>
<td>5,314</td>
<td>6.0</td>
</tr>
<tr>
<td>Office Space</td>
<td>71,000</td>
<td>0.15&lt;sup&gt;3&lt;/sup&gt;</td>
<td>10,863</td>
<td>12.2</td>
</tr>
<tr>
<td>Medical Clinic</td>
<td>25,000</td>
<td>0.62&lt;sup&gt;4&lt;/sup&gt;</td>
<td>15,462</td>
<td>17.3</td>
</tr>
<tr>
<td>Restaurant/Lounge</td>
<td>8,000</td>
<td>0.3&lt;sup&gt;1&lt;/sup&gt;</td>
<td>2,400</td>
<td>2.7</td>
</tr>
<tr>
<td>Outdoor Plaza</td>
<td>65,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail</td>
<td>24,000</td>
<td>0.172&lt;sup&gt;1&lt;/sup&gt;</td>
<td>4,128</td>
<td>4.6</td>
</tr>
<tr>
<td>Community Space</td>
<td>15,000</td>
<td>0.47&lt;sup&gt;2&lt;/sup&gt;</td>
<td>7,050</td>
<td>7.9</td>
</tr>
<tr>
<td>Restaurants</td>
<td>16,000</td>
<td>0.3&lt;sup&gt;1&lt;/sup&gt;</td>
<td>4,800</td>
<td>5.4</td>
</tr>
<tr>
<td>Hardscape</td>
<td>58,500</td>
<td>0.00164&lt;sup&gt;1&lt;/sup&gt;</td>
<td>96</td>
<td>0.1</td>
</tr>
<tr>
<td>Landscape</td>
<td>6,500</td>
<td>0.0195&lt;sup&gt;2&lt;/sup&gt;</td>
<td>127</td>
<td>0.1</td>
</tr>
<tr>
<td>Hotel</td>
<td>150 rooms</td>
<td>115 gpd/room&lt;sup&gt;2&lt;/sup&gt;</td>
<td>17,250</td>
<td>19.3</td>
</tr>
<tr>
<td>Parking Facility</td>
<td>---</td>
<td>0.0&lt;sup&gt;3&lt;/sup&gt;</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>PROJECT TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>67,490</strong></td>
<td><strong>98.4</strong></td>
</tr>
</tbody>
</table>

Demand Factor Source:
1. BKF Engineers, Golden State Warriors Arena, 2015
2. Monterey Peninsula Water Management District, 2017
3. Todd, 2017, WSA for Burbank
4. Mays, 2001
5. Todd, 2017, WSA for City of Downey

Note: 24,000 in plaza; 0 in arena.
Table 4. Climate Data

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temp$_{\text{Min}}^2$ (°F)</td>
<td>48</td>
<td>49</td>
<td>51</td>
<td>53</td>
<td>56</td>
<td>60</td>
<td>63</td>
<td>64</td>
<td>63</td>
<td>59</td>
<td>52</td>
<td>48</td>
<td>55</td>
</tr>
<tr>
<td>Temp$_{\text{Max}}^2$ (°F)</td>
<td>69</td>
<td>67</td>
<td>69</td>
<td>71</td>
<td>72</td>
<td>75</td>
<td>80</td>
<td>82</td>
<td>83</td>
<td>78</td>
<td>73</td>
<td>68</td>
<td>74</td>
</tr>
<tr>
<td>Temp$_{\text{avg}}^1$ (°F)</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>67</td>
<td>69</td>
<td>72</td>
<td>75</td>
<td>76</td>
<td>76</td>
<td>74</td>
<td>70</td>
<td>66</td>
<td>70.10</td>
</tr>
<tr>
<td>Rainfall$^2$ (in)</td>
<td>2.65</td>
<td>2.67</td>
<td>1.85</td>
<td>0.77</td>
<td>0.17</td>
<td>0.05</td>
<td>0.02</td>
<td>0.07</td>
<td>0.16</td>
<td>0.39</td>
<td>1.40</td>
<td>1.82</td>
<td>12.02</td>
</tr>
<tr>
<td>ETo$^1$ (in)</td>
<td>1.92</td>
<td>2.27</td>
<td>3.65</td>
<td>4.53</td>
<td>4.93</td>
<td>4.85</td>
<td>5.56</td>
<td>5.41</td>
<td>4.28</td>
<td>3.18</td>
<td>2.05</td>
<td>1.63</td>
<td>44.27</td>
</tr>
</tbody>
</table>

Source: GSWC 2015 UWMP, Section 3.2
1) Long Beach CIMIS Station #174, Sept 2000 - 2018
2) WRCC LA Intl Airport Station (www.wrcc.dri.edu) January 1936 to June 2016
### Table 5. Population Projections

<table>
<thead>
<tr>
<th>Population</th>
<th>2015</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSWC-SW Population Served¹</td>
<td>275,369</td>
<td>282,455</td>
<td>289,326</td>
<td>296,365</td>
<td>303,576</td>
<td>310,961</td>
</tr>
<tr>
<td>Assumed Annual Growth</td>
<td>0</td>
<td>0.51%</td>
<td>0.48%</td>
<td>0.48%</td>
<td>0.48%</td>
<td>0.48%</td>
</tr>
</tbody>
</table>

Source: GSWC 2015 UWMP, Table 3-1.
Table 6. Historical Water Demand by Water Use Sectors (AFY)

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Actual Water Demand (AFY)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2010</td>
<td>2015</td>
</tr>
<tr>
<td>Single-Family Residential</td>
<td></td>
<td>10,422</td>
<td>9,027</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td></td>
<td>9,367</td>
<td>8,784</td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td>4,425</td>
<td>4,133</td>
</tr>
<tr>
<td>Industrial</td>
<td></td>
<td>1,921</td>
<td>1,770</td>
</tr>
<tr>
<td>Institutional/Governmental</td>
<td></td>
<td>873</td>
<td>904</td>
</tr>
<tr>
<td>Landscape Irrigation</td>
<td></td>
<td>755</td>
<td>672</td>
</tr>
<tr>
<td>Agricultural</td>
<td></td>
<td>4</td>
<td>378</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>27</td>
<td>10</td>
</tr>
<tr>
<td>Losses</td>
<td></td>
<td>---</td>
<td>1,262</td>
</tr>
<tr>
<td>Total Potable Demand</td>
<td></td>
<td>27,794</td>
<td>26,938</td>
</tr>
<tr>
<td>Recycled Water Demand</td>
<td></td>
<td>219</td>
<td>393</td>
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<tr>
<td><strong>TOTAL WATER CONSUMPTION</strong></td>
<td></td>
<td>28,013</td>
<td>27,331</td>
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</table>

Source: GSWC 2010 UWMP, Table 3-11
GSWC 2015 UWMP, Table 4-1
Losses not calculated in GSWC 2010 UWMP
Notes:
Table 7. Projected Water Demand by Water Use Sectors (AFY)

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Actual Demand</th>
<th>Projected Water Demand (AFY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
<td>2020</td>
</tr>
<tr>
<td>Single-Family Residential</td>
<td>9,027</td>
<td>11,324</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>8,784</td>
<td>10,004</td>
</tr>
<tr>
<td>Commercial</td>
<td>4,133</td>
<td>4,724</td>
</tr>
<tr>
<td>Industrial</td>
<td>1,770</td>
<td>1,851</td>
</tr>
<tr>
<td>Institutional/Governmental</td>
<td>904</td>
<td>993</td>
</tr>
<tr>
<td>Landscape Irrigation</td>
<td>672</td>
<td>1,074</td>
</tr>
<tr>
<td>Agricultural</td>
<td>378</td>
<td>263</td>
</tr>
<tr>
<td>Other</td>
<td>10</td>
<td>23</td>
</tr>
<tr>
<td>Losses</td>
<td>1,262</td>
<td>2,017</td>
</tr>
<tr>
<td>Total Potable Demand</td>
<td>26,938</td>
<td>32,271</td>
</tr>
<tr>
<td>Recycled Water Demand</td>
<td>393</td>
<td>809</td>
</tr>
<tr>
<td><strong>TOTAL WATER DEMAND</strong></td>
<td>27,331</td>
<td>33,080</td>
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</table>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2.
Table 8a. Historical Water Supply All Sources (AFY)

<table>
<thead>
<tr>
<th>Water Supply</th>
<th>Source</th>
<th>2010</th>
<th>2015</th>
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</thead>
<tbody>
<tr>
<td>Purchased or Imported Water</td>
<td>Central Basin Municipal Water District</td>
<td>12,594</td>
<td>3,627</td>
</tr>
<tr>
<td>Purchased or Imported Water</td>
<td>West Basin Municipal Water District</td>
<td></td>
<td>17,397</td>
</tr>
<tr>
<td>Groundwater</td>
<td>Central and West Coast Subbasin</td>
<td>17,073</td>
<td>5,914</td>
</tr>
<tr>
<td>Recycled Water</td>
<td>West Basin Municipal Water District</td>
<td>219</td>
<td>393</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>29,886</strong></td>
<td><strong>27,331</strong></td>
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</tbody>
</table>

Source: GSWC 2010 UWMP, Table 4-1  
GSWC 2015 UWMP, Table 6-8

Table 8b. Historical Groundwater Supply by Aquifer (AFY)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundwater</td>
<td>Central Subbasin in the Coastal Plain of Los Angeles Groundwater Basin</td>
<td>3,230</td>
<td>3,260</td>
<td>3,250</td>
<td>2,920</td>
<td>2,861</td>
<td>430</td>
</tr>
<tr>
<td>Groundwater</td>
<td>West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin</td>
<td>13,843</td>
<td>13,116</td>
<td>12,732</td>
<td>12,738</td>
<td>13,333</td>
<td>5,484</td>
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<td><strong>Groundwater</strong></td>
<td><strong>Total</strong></td>
<td><strong>17,073</strong></td>
<td><strong>16,376</strong></td>
<td><strong>15,982</strong></td>
<td><strong>15,658</strong></td>
<td><strong>16,194</strong></td>
<td><strong>5,914</strong></td>
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</table>

Source: GSWC 2015 UWMP, Table 6-1 (2010-2015)
## Table 9. CBMWD UWMP Projected Supply and Demand

### Table 9a: Regional Normal Year Supply and Demand Comparison (AF)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supply totals</strong></td>
<td>307,980</td>
<td>312,241</td>
<td>315,493</td>
<td>316,737</td>
<td>317,981</td>
</tr>
<tr>
<td><strong>Demand totals</strong></td>
<td>304,559</td>
<td>306,598</td>
<td>308,995</td>
<td>308,635</td>
<td>309,679</td>
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<tr>
<td><strong>Difference</strong></td>
<td>3,421</td>
<td>5,643</td>
<td>6,498</td>
<td>8,102</td>
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</table>

**NOTES:**

### Table 9b: Regional Single Dry Year Supply and Demand Comparison (AF)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supply totals</strong></td>
<td>307,980</td>
<td>312,241</td>
<td>315,493</td>
<td>316,737</td>
<td>317,981</td>
</tr>
<tr>
<td><strong>Demand totals</strong></td>
<td>305,168</td>
<td>307,211</td>
<td>309,613</td>
<td>309,252</td>
<td>310,298</td>
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<tr>
<td><strong>Difference</strong></td>
<td>2,812</td>
<td>5,030</td>
<td>5,880</td>
<td>7,485</td>
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</table>

**NOTES:**

### Table 9c: Regional Multiple Dry Years Supply and Demand Comparison (AF)

<table>
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<tr>
<th></th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>307,980</td>
<td>312,241</td>
<td>315,493</td>
<td>316,737</td>
<td>317,981</td>
</tr>
<tr>
<td>Demand totals</td>
<td>306,386</td>
<td>308,438</td>
<td>310,849</td>
<td>310,487</td>
<td>311,537</td>
</tr>
<tr>
<td>Difference</td>
<td>1,594</td>
<td>3,803</td>
<td>4,644</td>
<td>6,250</td>
<td>6,444</td>
</tr>
<tr>
<td><strong>Second year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>307,980</td>
<td>312,241</td>
<td>315,493</td>
<td>316,737</td>
<td>317,981</td>
</tr>
<tr>
<td>Demand totals</td>
<td>306,386</td>
<td>308,438</td>
<td>310,849</td>
<td>310,487</td>
<td>311,537</td>
</tr>
<tr>
<td>Difference</td>
<td>1,594</td>
<td>3,803</td>
<td>4,644</td>
<td>6,250</td>
<td>6,444</td>
</tr>
<tr>
<td><strong>Third year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>307,980</td>
<td>312,241</td>
<td>315,493</td>
<td>316,737</td>
<td>317,981</td>
</tr>
<tr>
<td>Demand totals</td>
<td>306,386</td>
<td>308,438</td>
<td>310,849</td>
<td>310,487</td>
<td>311,537</td>
</tr>
<tr>
<td>Difference</td>
<td>1,594</td>
<td>3,803</td>
<td>4,644</td>
<td>6,250</td>
<td>6,444</td>
</tr>
</tbody>
</table>

**NOTES:**
Table 10. WBMWD UWMP Projected Supply and Demand

Table 10a: Regional Normal Year Supply and Demand Comparison (AF)

<table>
<thead>
<tr>
<th>Regional Normal Year Supply and Demand Comparison</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply totals</td>
<td>138,320</td>
<td>144,289</td>
<td>144,308</td>
<td>144,548</td>
<td>144,126</td>
</tr>
<tr>
<td>Demand totals</td>
<td>138,320</td>
<td>144,289</td>
<td>144,308</td>
<td>144,548</td>
<td>144,126</td>
</tr>
<tr>
<td>Difference</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
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</table>

Table 10b: Regional Single Dry Year Supply and Demand Comparison (AF)

<table>
<thead>
<tr>
<th>Regional Single Dry Year Supply and Demand Comparison</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply totals</td>
<td>142,470</td>
<td>148,618</td>
<td>148,637</td>
<td>148,884</td>
<td>148,450</td>
</tr>
<tr>
<td>Demand totals</td>
<td>142,470</td>
<td>148,618</td>
<td>148,637</td>
<td>148,884</td>
<td>148,450</td>
</tr>
<tr>
<td>Difference</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
</tr>
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</table>

Table 10c: Regional Multiple Dry Years Supply and Demand Comparison (AF)

<table>
<thead>
<tr>
<th>Regional Multiple Dry Years Supply and Demand Comparison</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>124,894</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Demand totals</td>
<td>145,236</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Difference</td>
<td>(20,342)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Second year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>124,894</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Demand totals</td>
<td>145,236</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Difference</td>
<td>(20,342)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Third year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>124,894</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Demand totals</td>
<td>145,236</td>
<td>151,503</td>
<td>151,523</td>
<td>151,775</td>
<td>151,332</td>
</tr>
<tr>
<td>Difference</td>
<td>(20,342)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

NOTES:
### Table 11. Metropolitan UWMP Projected Supply

<table>
<thead>
<tr>
<th>(Acre-Feet)</th>
<th>2020 Average Year</th>
<th>2020 Dry Year</th>
<th>2030 Average Year</th>
<th>2030 Dry Year</th>
<th>2040 Average Year</th>
<th>2040 Dry Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Local Groundwater</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Natural Recharge</td>
<td>1,011,000</td>
<td>1,007,000</td>
<td>1,004,000</td>
<td>1,005,000</td>
<td>1,005,000</td>
<td>1,006,000</td>
</tr>
<tr>
<td>Replenishment</td>
<td>292,000</td>
<td>298,000</td>
<td>297,000</td>
<td>297,000</td>
<td>297,000</td>
<td>297,000</td>
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<tr>
<td><strong>Local Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundwater Recovery</td>
<td>143,000</td>
<td>139,000</td>
<td>163,000</td>
<td>162,000</td>
<td>167,000</td>
<td>167,000</td>
</tr>
<tr>
<td>Recycling</td>
<td>436,000</td>
<td>427,000</td>
<td>486,000</td>
<td>482,000</td>
<td>509,000</td>
<td>507,000</td>
</tr>
<tr>
<td>Seawater Desalination</td>
<td>51,000</td>
<td>56,000</td>
<td>51,000</td>
<td>56,000</td>
<td>51,000</td>
<td>56,000</td>
</tr>
<tr>
<td>Local Runoff Stored</td>
<td>110,000</td>
<td>102,000</td>
<td>110,000</td>
<td>102,000</td>
<td>110,000</td>
<td>102,000</td>
</tr>
<tr>
<td>Los Angeles Aqueduct</td>
<td>261,000</td>
<td>113,000</td>
<td>264,000</td>
<td>125,000</td>
<td>268,000</td>
<td>133,000</td>
</tr>
<tr>
<td>IID-SDCWA Transfer and Canal Linings</td>
<td>274,000</td>
<td>274,000</td>
<td>282,000</td>
<td>282,000</td>
<td>282,000</td>
<td>282,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,578,000</td>
<td>2,416,000</td>
<td>2,657,000</td>
<td>2,511,000</td>
<td>2,689,000</td>
<td>2,550,000</td>
</tr>
</tbody>
</table>
Table 12. Projected Normal Year Supply and Demand Comparison (AFY)

<table>
<thead>
<tr>
<th>Water Sources</th>
<th>Details</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchased or Imported Water</td>
<td>Central Basin Municipal Water District</td>
<td>2,800</td>
<td>2,800</td>
<td>2,800</td>
<td>2,800</td>
<td>2,800</td>
</tr>
<tr>
<td>Purchased or Imported Water</td>
<td>West Basin Municipal Water District</td>
<td>13,371</td>
<td>13,792</td>
<td>14,216</td>
<td>14,645</td>
<td>15,080</td>
</tr>
<tr>
<td>Groundwater</td>
<td>Central Subbasin in the Coastal Plain of Los Angeles Groundwater Basin</td>
<td>3,100</td>
<td>3,100</td>
<td>3,100</td>
<td>3,100</td>
<td>3,100</td>
</tr>
<tr>
<td>Groundwater</td>
<td>West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin</td>
<td>7,502</td>
<td>7,502</td>
<td>7,502</td>
<td>7,502</td>
<td>7,502</td>
</tr>
<tr>
<td>Groundwater</td>
<td>West Coast Subbasin in the Coastal Plain of Los Angeles Groundwater Basin (leased water)</td>
<td>5,498</td>
<td>5,498</td>
<td>5,498</td>
<td>5,498</td>
<td>5,498</td>
</tr>
<tr>
<td>Recycled Water</td>
<td>Purchased from WBMWD</td>
<td>809</td>
<td>809</td>
<td>809</td>
<td>809</td>
<td>809</td>
</tr>
<tr>
<td><strong>Total Supply</strong></td>
<td></td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
</tbody>
</table>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-2

Table 13. Single Dry Year Supply and Demand Comparison (AFY)

<table>
<thead>
<tr>
<th>Water Sources</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Supply (AF)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supply</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Normal Year Supply</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>% of Normal Year</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Demand (AF)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Dry Demand</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Normal Year Demand</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>% of Normal Year</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Supply/Demand Comparison</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply/Demand Difference</td>
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<td>0</td>
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</table>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-3
Table 14. Multiple Dry Year Supply and Demand Comparison (AFY)

<table>
<thead>
<tr>
<th>Water Sources</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Demand totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Difference</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Second year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Demand totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Difference</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Third year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Demand totals</td>
<td>33,080</td>
<td>33,501</td>
<td>33,925</td>
<td>34,354</td>
<td>34,789</td>
</tr>
<tr>
<td>Difference</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Source: GSWC 2015 UWMP, Tables 4-1 and 4-2, 6-9, 7-1, 7-4
Figure 1
Site Plan
Inglewood Basketball and Entertainment Center
Appendix A
West Basin Adjudication
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE COMPANY, et al,
Plaintiffs.

vs.

CITY OF COMPTON, et al,
Defendants.

No. 506,806

JUDGMENT

The above-entitled matter came on regularly for further
trial before the Honorable George Francis, Judge of the Superior
Court of the State of California, assigned by the Chairman of
the Judicial Council to sit in this case on Friday the 21st
day of July, 1961. Thereupon plaintiff's filed a dismissal of
the action as to certain defendants named in the Complaint,
and in the amended Complaint herein who are not mentioned or
referred to in Paragraph IV of this Judgment, and the further
trial of the action proceeded in respect to the remaining
parties.

Oral and documentary evidence was introduced, and the
matter was submitted to the Court for decision. The Court having
made and filed its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
AS FOLLOWS:
There exists in the County of Los Angeles, State of Cali-
ifornia, an underground water basin or reservoir known and here-
inafter referred to as "West Coast Basin" or the 'Basin,' and
the boundaries thereof are described as follows:

Commencing at a point in the Baldwin Hills about
1300 feet north and about 100 feet west of the intersec-
tion of Marvale Drive and Northridge Drive; thence through
a point about 200 feet northeasterly along Northridge
Drive to the intersection of Marvale and Northridge
Drives to the base of the escarpment of the Potrero
fault; thence along the base of the escarpment of the
Potrero fault in a straight line passing through a
point about 200 feet south of the Intersection of
Century and Crenshaw Boulevards and extending about
2650 feet beyond this point to the southerly end of
the Potrero escarpment; thence from the southerly end
of the Potrero escarpment in a line passing about 700
feet south of the intersection of Western Avenue and
Imperial Boulevard and about 400 feet north of the
intersection of El Segundo Boulevard and Vermont
Avenue and about 1700 feet south of the intersection
of El Segundo Boulevard and Figueroa Street to the
northerly end of the escarpment of the Avalon-Compton
fault at a point on said fault about 700 feet west of
the intersection of Avalon Boulevard and Rosecrans
Avenue; thence along the escarpment of the Avalon-
Compton fault to a point in the Dominguez Hills located
about 1300 feet north and about 850 feet west of the
intersection of Central Avenue and Victoria Street;
thence along the crest of the Dominguez Hills in a
straight line to a point on Alameda Street about 2900
feet north of Del Amo Boulevard as measured along
Alameda Street; thence in a straight line extending
trough a point located on Del Amo Boulevard about
900 feet west of the Pacific Electric Railway to a
point about 100 feet north and west of the Intersec-
tion of Wishy Road and Del Mar Avenue; thence in a
straight line to a point located about 750 feet west
and about 730 feet south of the intersection of Wardlow
Road and Long Beach Boulevard at the escarpment of the
Cherry Hill fault; thence along the escarpment of the
Cherry Hill fault through the intersection of Orange
Avenue and Willow Street to a point about 400 feet east
of the intersection of Walnut and Creston Avenues; thence
to a point on Pacific Coast Highway about 300 feet west
of its intersection with Obispo Avenue; thence along
Pacific Coast Highway easterly to a point located about
650 feet west of the intersection of the center line of
said Pacific Coast Highway with the intersection of the
center line of Lakewood Boulevard; thence along the
escarpment of the Reservoir Hill fault to a point about
650 feet north and about 700 feet east of the intersection
of Anaheim Street and Xiaeno Avenue; thence along the
trace of said Reservoir Hill fault to a point on the Los
Angeles - Orange County line about 1700 feet northeast
of the Long Beach City limit measured along the County
line; thence along said Los Angeles - Orange County line
in a southwesterly direction to the shore line of the
Pacific Ocean; thence in a northerly and westerly direc-
tion along the shore line of the Pacific Ocean to the
intersection of said shore line with the southerly end
of the drainage divide of the Palos Verdes Hills; thence
along the drainage divide of the Palos Verdes Hills to
the intersection of the northerly end of said drainage
divide with the shore line of the Pacific Ocean; thence
northerly along the shore line of the Pacific Ocean to the
intersection of said shore line with the westerly projec-
tion of the crest of the Ballona escarpment; thence easterly
along the crest of the Ballona escarpment to the mouth of
Centinela Creek; thence easterly from the mouth of
Centinela Creek across the Baldwin Hills in a line encom-
passing the entire watershed of Centinela Creek to the
point of beginning.

The area included within the foregoing boundaries is approx-
imately 101,000 acres in extent.

II

A water year, as that term is used herein, is a twelve-
month period beginning October 1 and ending September 30.

XII

The Watermaster shall be the Department of Water Resources
of the State of California, to serve at the pleasure of the Court,
and said Watermaster shall administer and enforce the provisions
of this judgment and the instructions and subsequent orders of
this Court, and shall have the powers and duties hereinafter set
forth. If any such provisions, instructions or orders of the
Court shall have been disobeyed and disregarded, said Watermaster
is hereby empowered to report to the Court such fact and the
circumstances connected therewith and leading thereto.

IV

Certain of the parties to this action have no right to
extract water from the Basin. The name of each of said parties
is listed below with a zero following his name, and the absence
of such right in said parties is hereby established and declared.
Certain of the parties to this action and/or their successors in
interest are the owners of rights to extract water from the Basin,
which rights are of the same legal force and effect and without
priority with reference to each other, and the amount of such
rights, stated in acre-feet per year, hereinafter referred to as
"Adjudicated Rights" is listed below following such parties' names, and the rights of the last-mentioned parties are hereby
declared and established accordingly. Provided, however, that
the Adjudicated Rights so declared and established shall be
subject to the condition that the water, when used, shall be put
to beneficial use through reasonable methods of use and reason-
able methods of diversion; and provided further that the exercise
of all of said rights shall be subject to a pro rata reduction,
if such reduction is required, to preserve said Basin as a common
source of water supply. The parties hereinafter listed whose
names are preceded by an asterisk (*) have approved the Exchange
Pool Provisions contained in paragraphs 7 to 14, both inclusive,
of the Agreement and Stipulation for Judgment filed herein.

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<th>PARTY AND SURROGEE, IF ANY</th>
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<td>AMERICAN RADIATOR &amp; STANDARD SANITARY CORPORATION, a corporation</td>
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</table>

-5-
1 *REMBERT C. ANDERSON
   *Allen W. Ashburn
   *Ann F. Ashburn
   *Martha D. Bingham
   *Laura Bonanno
   *Louise Casey also known as
   *Louise Casey Gibson
   *Ruby Declue sued as Jane Doe 19
   *Ruby F. Joel
   *Catherine Lass sued as Jane Doe 18
   *Catherine B. Maddox
   *Louisa Watson sued as Jane Doe 17
   *Hazel Parsons
   *J. W. Parsons
   *Kyrtle Mae Parsons
   *Alexander Foggi
   *One Prude E. Foggi
   *Mary Richley sued as Jane Doe 16
   *Devisees of Gurney E. Newlin, deceased,
   to wit:
      *Helen Newlin Hastings
      *Robert Pusey Hastings
      *Thomas Newlin Hastings
      *Helen Hastings Scheiner
      *Edith Hastings Murphy
      *George B. Bell, Jr.
      *Thomas Elwood Bell
15 KATHLEEN M. ASHERCOK, formerly
   Kathleen R. Davies
   one J & E Investment Co.
17 ATCHISON, TOPEKA & SANTA FE RAILWAY
   COMPANY, (The), a corporation
18 AZEVEDO ESTATE COMPANY, a corporation
19 JOHN AZEVEDO
20 WM. D. BAILEY
21 Harry C. Cain
   Jesse E. Cain
22 Dorothy Luther sued as Dorothy F. Luther
   Harold M. Luther
23 E. W. BALDWIN
24 *FRANK A. BALLMAN and ROSEMARY N. BALLMAN
   Successors of Gurney E. Newlin, deceased
   Corporation
26 BANK OF AMERICA NATIONAL TRUST AND
   SAVINGS ASSOCIATION, as Trustee
   (under its Trust BI-100)
27 BANK OF AMERICA NATIONAL TRUST AND
   SAVINGS ASSOCIATION, as Trustee
   (under its Trust BI-51)
29 *GEORGE W. BARNARD and JOSEPH A. BARNARD,
   as Trustees under the last will and
   testament of ANNIE E. BARNARD
   one Fritz E. Barnes
31 MRS. ANNA T. BARNES
   one Alfred O. Barnes
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1 CARL L. BROWN
2 EDA BUCKMASTER
   Rose Feure
3 Frank X. Girard
   Julia Girard
4 John Oddoris
   Paul Oddoris
5 Marie Girard sued as
   Marie Girard
   one Frank Girard
6 BULTRY CORPORATION, a corporation
   one Paul E. Black
   One Ronald L. Black
7 E. D. BURKE, sued as
   E. W. Burke
8 W. F. BURKE
   Lois Price Burke, sued as Jane Doe
9 M. P. BUTTE
10 CALIFORNIA WATER SERVICE COMPANY, a
corporation - 187 E California Ave, Dabbs, New
11 HUGH N. CAMERON
12 Yeaburo Mishima
   Satsuki Mishima
13 JACK C. CARLTON
14 ELOISE CARRELL
15 FRANK R. CARRELL, estate
   Tom Ware and James Blake, as co-executors of the last
   will & testament of Frank R. Carroll, deceased.
16 CARSON ESTATE COMPANY
17 J. F. Cavanaugh
18 CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
19 MARY RIORAN CHAMBERS, sued as
   Mary R. Chambers
20 MARY R. CHAMBERS AND
21 DAN MURPHY COMPANY, a corporation
22 CHANCELOR-CANFIELD MIDWAY OIL CO.
   Now Chanslor-Western Oil & Development Co.
23 CLEM CHRISTIE
24 SALT CHRISTIE, DON C. POHL AND
25 JOHN LARSON
   as Trustees of the Wilmington
   Cemetery Association
26 -3-
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<tr>
<td>30</td>
<td>Frank M. Elliott</td>
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<tr>
<td>31</td>
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<tr>
<td>32</td>
<td>EL SEGUNDO LAND &amp; IMPROVEMENT COMPANY, a corporation</td>
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-10-
GEORGE ENGLAND

CAROLINE ETCHMENRY, sued as

Jane Doe 12

Marjana T. Etchmeny, sued

as Jane Doe 12

*CARMELITA ROSECRAINS WINING, sued as

C. F. Rosecrans and

W. S. Rosecrans

OSCAR FALCINELLA & MIKE FALCINELLA

FRED FIESEL

MAXWELL G. KING

JAMES L. FITTINGER

*FLETCHER OIL COMPANY, a corporation

composed of D. S. Fletcher

F. O. Fletcher

Helen Fletcher O'Connell and

Idaho Fidelity Corporation

ROLLA FORD

FOX HILLS COUNTRY CLUB

TONY FRIEDAS

W. J. FROGG

one Sigmund G. Hoekwold

one Lionel S. Hoekwold

HERBERT SAKAYE FUKUNA

A. O. FULLER

Helene M. Fuller

ROBERT L. FULLILOVE

JOE GALDARISI

Brody Investment Company

ANDADOR GARCIA

Eva Garcia

ARTHUR B. GARCIA

Arthur B. Garcia, sued as

June Garcia

JOSE H. GARCIA

GARDENA SYNDICATE NO. 2

GARDENA WATER SUPPLY COMPANY

GAY LAND COMPANY, LTD., a corporation

V. M. GERAQSILAN

one Stanley W. Lewis

GEORGE F. GETTY, INC.
1. CAROLINA GIACIOMAZZI, sued as Mrs. C. Giaciomazzi
2. ALBERT GIANNI
3. AMANDA L. GILLINGHAM, sued as Jane Doe 20
   Floyd W. Gillingham, sued as (John Doe 24)
   Josephine Gillingham, sued as (Jane Doe 21)
4. *FLORENCE R. GILLINGHAM* (Deceased)
   Thora Parsche
   Helvie P. Smith
   Anna M. Parsche
5. MRS. MATEA GIMENEZ
6. LALLA D. GODDARD
7. WM. H. GOLDSMITH
8. FELIX GONZALEZ
9. Gabriela Gonzales
10. T. B. GOSSEN
11. WILLIAM W. GORDON, sued as John Doe Gordon
12. BERTHA GOSS
13. one Property Management Corporation
14. GEORGE GRANDE
15. JOHN GRANT, as trustor dated Nov. 2, 1901
16. ISABELA GRANZ
17. Andrew R. Joughin
18. Minnie Joughin
19. George Hiley Murdock, successor
20. of Matilda J. Murdock
21. Lilian Murdock Sanborn, successor
22. of Matilda J. Murdock
23. Emma J. Osborn
24. Security-First National Bank, as
25. Trustee of Trust No. F 1734, sued as
26. Farmers & Merchants National Bank of
27. Los Angeles, as Trustee John Joughin Tuttle
28. (now Joughin Torrance Ranch)
29. EDWARD I. GREEN, sued as E. J. Green
30. one Florence D. Green
31. PRICE W. GRESHAM
32. Walter G. Gresham
1 BEATRICE S. GRIFFITH
   W. P. Griffith
   one Otto H. Glessen
2
3 B. H. GRIGGS
   Olive W. Griggs
4
5 JOSEPH M. GROSS, sued as
   Joseph Gross
   Myron J. Glauber, sued as
   John Doe 20,
   Clarence L. Brown, sued as
   John Doe 21, and Perfect
   Properties Inc., a corporation
   sued as Richard Roe Co. 20.
6
7 HENRY M. QUENSTER
   Sophia E. Quenster
8
9 DANIEL GUIDOTTI
10
11 CHAS. N. HAIGHT
   One Grace P. Warden
12
13 RAYMOND R. HAILS
14
15 WALTER HAMMOND
   one Contractor's Asphalt
   Products Co.
16
17 HANCOCK CHEMICAL COMPANY, a corporation
18
19 HARBOR CITY DEVELOPMENT COMPANY
20
21 R. B. HARDING
22
23 *ROY W. HARRIS
24
25 HARRIS PUMPING PLANT
   Lesa Domhrowski
   Carl G. Pursch
   Anna M. Pursch
   Harry Krumdick
   Anna Doherty
   Mrs. Frank Cota
   Nolly Corporation, a corporation
   Homer Bales and Ernest Haughton
   dba and sued as Pursch Water Co.
26
27 W. HASEGAWA
   one Kaufman, Milton, Construction
   Company, successor)
28
29 C. R. HASKINS
30
31 FRED M. HAUT
   one Ivy H. Haut
32
33 CITY OF HAWTHORNE
34
35 CHARLES R. HAYES
   one Robert W. Colby
   one Fern M. Colby
36
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<td>8</td>
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<td>Jane Doe 56</td>
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<td>Wm. Pirk</td>
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<td></td>
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<td>DON C. HADLEY</td>
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<td>one Virgie Sleet</td>
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<td>John Iwata</td>
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<td>one Satoru Wada</td>
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<td>C. T. JOHNSON CORPORATION</td>
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<td>A. P. Johnson Company sued as</td>
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<td>Richard Roe Company One</td>
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<td>ANNA MAE JONES, successor to</td>
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<td></td>
<td>Anne Taylor, deceased (sued herein as</td>
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<tr>
<td></td>
<td>Anna Taylor)</td>
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<td>E. F. JONES</td>
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<td>13</td>
<td>W. H. JONES</td>
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<tr>
<td>14</td>
<td>one Leon A. Carpenter and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Darline N. Carpenter, successors</td>
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<td>JOSHUA-HENNY IRON WORKS</td>
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<td>BORA A. KAHLER</td>
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<td>one Yvonne A. Hoyt</td>
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<td>SARAH S. KING</td>
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<td></td>
<td>one Crawford Building Corporation</td>
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<td>Dan B. Vail and Barbara M. Vail</td>
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<td>CHARLES KULL</td>
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<td>30</td>
<td>GLADYS KURTZ</td>
<td>3.5</td>
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<td>32</td>
<td>JOHN LAMPO</td>
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-15-
1. MAGNUS C. LARSEN, sued as
   M. Larsen

2. NEIL LAUTRUP

3. JAMES K. LAWLER, Estate

4. LAWNDALE (CITY) SCHOOL DISTRICT
   OF LOS ANGELES COUNTY, sued as
   Richard Roe Company

   ANNA LEACH

   JOE LEONARDO

5. A. LERNER for M. Lern, Nov. 7, 1961

   EMMA L. LENZINGER, sued as
   Mrs. E. L. Leuzinger


   PAT LIZZA

7. BEN LONG
   Persilla Long, sued as Ricilla
   Long

8. JOHN LONG

9. CITY OF LONG BEACH

10. FRANK LOPEZ

11. MANUEL LOPEZ

12. COUNTY OF LOS ANGELES

13. THE CITY OF LOS ANGELES
    1503.0

14. LOS ANGELES CITY SCHOOL DISTRICT
    0

15. LOS ANGELES COUNTY FLOOD CONTROL
    37.6

16. LOS ANGELES COUNTY SANITATION DISTRICT
    No. 2, sued as Los Angeles County
    Sanitary District No. 2

17. LOS ANGELES COUNTY WATER WORKS, DISTRICT
    No. 1

18. LOS ANGELES COUNTY WATER WORKS, DISTRICT
    No. 13

19. LOS ANGELES COUNTY WATER WORKS, DISTRICT
    No. 32

20. LOS ANGELES EXTENSION COMPANY

21. LOS ANGELES INVESTMENT COMPANY

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<td>LOYOLA UNIVERSITY FOUNDATION</td>
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<td>*LOYOLA UNIVERSITY OF LOS ANGELES, a corporation</td>
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<td>4</td>
<td>LORENA MacLEAN</td>
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<tr>
<td>5</td>
<td>one Torrance Land Company</td>
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<tr>
<td>6</td>
<td>FETE MADRIGAL</td>
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<td>S. W. MAGALLANES</td>
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<td>8</td>
<td>MANCHESTER AVENUE COMPANY, a corporation</td>
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<td>one Inglewood Golf Course, a partnership</td>
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<td>*MANHATTAN BEACH, CITY OF</td>
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<td>H. C. MARCH</td>
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<tr>
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<td>one Victory Oil Company</td>
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<td>P. T. MARTIN</td>
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<td></td>
<td>one Arlington Garden Homes Company</td>
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<td>HOWARD DOUGLAS MARTZ</td>
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<td>Louise H. Martz</td>
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<td>14</td>
<td>RAY F. MATSON, sued as</td>
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<td></td>
<td>R. F. Matson</td>
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<tr>
<td>15</td>
<td>Florence M. Nielsen</td>
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<td>16</td>
<td>FRED MAU</td>
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<td>17</td>
<td>*JAMES McCANDLESS</td>
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<td>18</td>
<td>ETHEL McCLAIN</td>
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<td>19</td>
<td>G. A. McCrackin, sued as G. A. Mc Cracken</td>
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<td>23</td>
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<td>24</td>
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<td>25</td>
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<td>one Miyeko Yokoyama</td>
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<tr>
<td>26</td>
<td>E. B. MILBURN</td>
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<tr>
<td>27</td>
<td>One M. Y. Yamane</td>
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</table>
CARL H. MILLER
MINEAPOLIS-HONEYWELL REGULATOR COMPANY
APPLIANCE CONTROLS DIVISION
YSABURO MISHIMA and SATSUKI MISHIMA
Hugh W. Cameron
C. MOEN
P. E. NOLENE
HOMETA MUTUAL WATER COMPANY
JOE MONIZ JR., sued as
one Rose Moniz
B. R. MOODY
one Opal B. Edwards
J. B. MOORE
MAMIE S. MOORE
ALICE MORRISON
Ethal Morrison
A. H. MORSE
one J. J. Lapidus
one B. C. Investment Co., Inc.
HAROLD C. MORTON, sued as
Harold Morton
one Allied Gardens Corporation
V. G. MOTT
ARNO LD W. MUELLER
Ruth Mueller
SUMIYE NAGAO
HIROSHIMA NAKAMURA
KIKUNO NAKANO
Ben Nakano
George Nakano
Helen Nakano
Kan Nakano
Mary Nakano
Taka Nakano
Misao Nakano Nakashima
MARBONNE RANCH WATER CO. No. 2
MARBONNE RANCH WATER CO. No. 3
NATIONAL ELECTRIC PRODUCTS CORP.
NATIONAL ROYALTIES, INC., a Corporation

-18-
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<td>one Emma Almag</td>
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<td>Apuleyo Villagomez</td>
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<tr>
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<td>sued as A. Villagomez</td>
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-19-
1. PERRY SCHOOL DISTRICT OF LOS ANGELES COUNTY
2. WM. C. PETTERSON
3. A. E. PHILLED
4. PIONEER DRILLING COMPANY, a corporation
   one Southern Heater Corp.
5. EDWARD A. PITTS
   one Clarence E. Harrison
   one Martha E. Harrison
6. FRANK X. PRICE
7. CARL G. PURSCH AND CARL P. PURSCH
   doing business as Pursche Pumping Plant
   Carl G. Pursche
   Thora Pursche
   Anna M. Pursche
   one Guarantee Development Co.
8. CHARLES H. QUANDT, sued as
   Charles A. Quandt
9. RICHARD QUINN
   Martha Quinn
10. JOE B. RAMOS
11. RANCHO MUTUAL WATER COMPANY
12. J. K. RAVEN
   one Andrea S. Teran
13. ELIZABETH E. REED, sued and formerly
    known as Elizabeth Edna Baker and
    Josephine Eilers for whom
    Dominguez Estate Company has
    been substituted
14. FRANK REHOR
    one Josephine P. Rehor
15. LUCILLE G. REID
    Ogden C. Reid
16. JEANETTE REIFSNYDER, also known as
    Jeanette Avant, and also known as
    Jeanette Haydenbeck
    Calvin Wilson
    Edward E. Wilson, Jr.
    Harry R. Wilson
    Harry R. Wilson and Jeanette
    Reifsnnyder, also known as Jeanette
    Avant, as executors of the estate
    of Jeanette G. Wilson, deceased.
    Harry R. Wilson and Jeanette
    Reifsnnyder, also known as Jeanette
    Avant, as executors of the estate
    of Robert A. Wilson, deceased
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<tr>
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<td>LEONCIE RICHARD, devisee of</td>
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<tr>
<td></td>
<td>Anna Richard, deceased, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Edward Richard, sued as</td>
<td></td>
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<tr>
<td></td>
<td>John Doe Richard</td>
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<td>3</td>
<td>ROSE A. RICHARDSON AND WM. T. RICHARDSON</td>
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<td></td>
<td>one South Normandie Manor, Inc.</td>
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<td>4</td>
<td>RICHFIELD OIL CORPORATION</td>
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<td>KING OIL COMPANY</td>
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<td>6</td>
<td>FLAVIO RODRIGUEZ</td>
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<td>7</td>
<td>THE ROMAN CATHOLIC ARCHBISHOP OF</td>
<td></td>
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<tr>
<td></td>
<td>LOS ANGELES, a corporation sued as</td>
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<tr>
<td></td>
<td>Holy Cross Cemetery</td>
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<td>8</td>
<td>ROOSEVELT MEMORIAL PARK ASSOCIATION</td>
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<td>R. E. ROSE</td>
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<td>Clara M. Rose sued as                                               8</td>
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<td>L. D. ROSSER</td>
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<tr>
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<tr>
<td>12</td>
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<td></td>
<td>one Klyor Ide</td>
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<td>13</td>
<td>F. J. RUSS</td>
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</tr>
<tr>
<td></td>
<td>one Ted Shpall</td>
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<tr>
<td></td>
<td>one Sam H. Shpall</td>
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<td>RYAN AERONAUTICAL COMPANY, a corporation</td>
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<tr>
<td>15</td>
<td>IGNACIO SANDOVAL</td>
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<td>16</td>
<td>C. W. SANGER</td>
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<td></td>
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<tr>
<td>17</td>
<td>SANTA FE LAND IMPROVEMENT COMPANY</td>
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<tr>
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<td>JAMES SCANDA, sued as</td>
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<tr>
<td></td>
<td>James Scander</td>
<td></td>
</tr>
<tr>
<td></td>
<td>George Nasin</td>
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<tr>
<td>18</td>
<td>FLOYD H. SCHENK, JR.</td>
<td></td>
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<tr>
<td></td>
<td>Cora A. Schenk</td>
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<tr>
<td>19</td>
<td>KEITH W. SCHLAEGER</td>
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<td>Opal B. Schlaeger                                                   28</td>
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<td>EDYTHE L. SCHLAEGER</td>
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<td>one James Murakami</td>
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<td>22</td>
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<td>Ruth Seaback</td>
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<td>0</td>
<td>MARVIN SELOVER AND MARY ZWEITER</td>
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<td></td>
<td>one Hitoshi Fujii</td>
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<td>one Toshiye Fujii</td>
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<td>one Barrett Development Corporation</td>
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<td>Freda Smith, sued as Jane Doe 9</td>
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<td>SOCONY MOBIL OIL COMPANY, INC.</td>
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<td>(Successor by merger to General Petroleum Corporation)</td>
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<td>SOUTH BAY UNION HIGH SCHOOL OF LOS ANGELES COUNTY, sued as Redondo Union High School District</td>
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-22-
1. SOUTHERN CALIFORNIA EDISON COMPANY
2. SOUTHERN CALIFORNIA WATER COMPANY
3. SOUTHERN PACIFIC COMPANY, sued as
   Southern Pacific Railroad Co.
4. SOUTHWEST PROPERTIES, INC., a corporation
5. SOUTHWESTERN PORTLAND CEMENT COMPANY
   a corporation, in re
   one Chandlers Palos Verdes Sand
   and Gravel Corp.
6. SPANISH-AMERICAN INSTITUTE
7. STANDARD OIL COMPANY OF CALIFORNIA
8. STAUFFER CHEMICAL COMPANY
9. E. R. STEPHENSON, sued as
   E. R. Stevenson
10. MRS. A. V. STEWART
11. CLYDE C. STRUBLE
    one Ames L. Avers
    one Clara Avers
12. SUNSET OIL COMPANY, a corporation
13. THE SUPERIOR OIL COMPANY
14. LOUISE A. SUTHERLAND, sued as
    Bertha L. Sutherland
15. FEGGY SWICK
16. MARY D. TAIK
    Edith T. Violi, sued as
    Edith T. Violi
17. TAKATOSHI TAMURA
    one State of California, successor
    one Keiko Tanaka
    one Susumu Katsuda
18. J. A. TEMPLETON
19. RUBY TERRY
    one Reldon C. Pinney and
    one Nellie B. Pinney
20. TEXACO INC., formerly
    THE TEXAS COMPANY
21. RALPH THAXTER, sued as
    R. F. Thaxter
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<td>THORSON HOMES, INC., a corporation</td>
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<td>J. B. Investment Company, a corporation</td>
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<td>Anaheim Construction Company, a corporation</td>
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<td>TIDEWATER OIL CO., sued as Tide Water Associated Oil Company</td>
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<td>CITY OF TORRANCE, a municipal corporation</td>
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<td>one Mike L. Herrback</td>
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<td>one Ras Herrback</td>
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<td>24</td>
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</tr>
<tr>
<td>25</td>
<td>one Jake Zwaagstra and</td>
<td></td>
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<tr>
<td>26</td>
<td>one Jessie M. Zwaagstra</td>
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<td>27</td>
<td>VAN CAMP SEA FOOD COMPANY</td>
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<tr>
<td>28</td>
<td>WILLIAM VERBURG, sued as</td>
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</tr>
<tr>
<td>29</td>
<td>Manlo Verburg and</td>
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<tr>
<td>30</td>
<td>Clara B. Verburg</td>
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<td>31</td>
<td>MARY VETTER</td>
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<td>37</td>
<td>one Orville N. Crafts</td>
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<td>38</td>
<td>JOSEPH F. WAGNER</td>
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</tbody>
</table>
1. E. J. WAIT
2. EARL C. WARD
3. DANIEL E. WARMER
4. JOSEPHINE WATKINSON
   one Nates Tune et al
5. WATSON LAND CO., sued as
   Watson Estate Company
6. M. E. WEEKS
7. FRANK VESCOTT
8. WESTON INVESTMENT COMPANY, sued as
   Richard Roe Co. 2,
   one K. S. Sonness
   one Charles W. Shepard
9. BEN WESTON
10. A. K. WILSON LUMBER COMPANY, a corporation
    one Martin Bros. Box Company of
    California
11. FRANK WIRK
12. WISEBURN SCHOOL DISTRICT per Mr. Col 16, 1941
13. P. J. WITTSTROM
14. CORA B. WOOLLEY, sued as
    Cora B. Wooley
15. T. W. WOODLAND
16. WOODLAND CEMETERY ASSOCIATION
17. KATHERINE P. WOODMAN, sued as
    F. T. Woodman
18. HENRY S. WOOLNER
19. MINNIE V. WREDEN
    one Golden Monroe Homes, Inc.
20. A. F. WRIGHT, sued as
    Paul Wright
21. MAXWELL ZIEGLER
22. MARY ZWEITER

Each of the parties hereto, their successors and assigns,
and each of their agents, employees, attorneys, and any and all
persons acting by, through, or under them or any of them, on
and after October 1, 1961, are and each of them is hereby
perpetually enjoined and restrained from pumping or otherwise
extracting from the Basin any water in excess of said party's
Adjudicated Rights, except as provided in paragraphs VI and VII
hereof.

VI

In order to add flexibility to the operation of this
judgment, each of the parties to this action who is adjudged
in paragraph IV hereof to have an Adjudicated Right and who,
during a water year, does not extract from the Basin all of
such party's Adjudicated Right, is permitted to carry over from
such water year the right to extract from the Basin in the next
succeeding water year an amount of Water equivalent to the
excess of his Adjudicated Right over his extraction during said
water year not to exceed, however, 10% of such party's
Adjudicated Right or two acre-feet, whichever is the larger.

In order to meet possible emergencies, each of the parties
to this action who is adjudged in paragraph IV hereof to have
an Adjudicated Right is permitted to extract from the Basin in
any water year for beneficial use an amount in excess of each
such party's Adjudicated Right not to exceed 2 acre-feet or ten
per cent (10%) of such party's Adjudicated Rights, whichever is
the larger, and in addition thereto, such greater amount as may
be approved by the Court. If such greater amount is recommended
by the Watermaster, such order of Court may be made ex parte.
Each such party so extracting water in excess of his Adjudicated
Rights shall be required to reduce his extractions below his
Adjudicated Rights by an equivalent amount in the water year
next following. Such requirement shall be subject to the
proviso that in the event the Court determines that such re-
duction will impose upon such a party, or others relying for
water service upon such party, an unreasonable hardship, the
Court may grant an extension of time within which such party
may be required to reduce his extractions by the amount of the
excess theretofore extracted by such party. If such extension
of time is recommended by the Watermaster, such order of Court
may be granted ex parte.

VII

The parties hereto whose names are preceded by an asterisk
(*) in paragraph IV hereof are signatories to the Agreement and
Stipulation for Judgment and have not specifically excepted to
the Exchange Pool Provisions thereof. The provisions of this
paragraph VII shall be binding upon and applicable to such
signatory parties and to such other parties as may elect to be
bound hereby, as hereinafter provided.

1. Not less than sixty (60) days prior to the beginning
of each water year, each party having water available to him
through then existing facilities, other than water which any
such party has the right to extract hereunder, shall file with
the Watermaster the offer of such party to release to the
Exchange Pool the amount by which such party's Adjudicated
Right exceeds one-half of the estimated total required use of
water by such party during the ensuing water year, provided
that the amount required to be so offered for release shall
not exceed the amount such party can replace with water so
available to him.

Such estimate of total required use and such mandatory
offer shall be made in good faith and shall state the basis on
which the offer is made, and shall be subject to review and
redetermination by the Watermaster, who may take into considera-
tion the prior use by such party for earlier water years and
all other factors indicating the amount of such total required
use and the availability of replacement water.
Any party filing an offer to release water under the mandatory provisions of this paragraph VII may also file a voluntary offer to release any part or all of any remaining amount of water which such party has the right under this judgment to pump or otherwise extract from the Basin, and any party who is not required to file an offer to release water may file a voluntary offer to release any part or all of the amount of water which such party has the right under this judgment to pump or otherwise extract from the Basin. All such voluntary offers shall be made not less than sixty (60) days prior to the beginning of each water year.

2. Each offer to release water under the foregoing subparagraph shall be at the price per acre-foot declared and determined at the time of the filing of such offer by the releasing party; provided:

(a) That such price per acre-foot shall not exceed the price which the releasing party would have to pay to obtain from others, in equal monthly amounts, through existing facilities, a quantity of water equal in amount to that offered to be released, or

(b) If any such releasing party has no existing facilities through which to obtain water from others, such price shall not exceed the sum of the price per acre-foot charged by The Metropolitan Water District of Southern California to West Basin Municipal Water District plus the additional amount per acre-foot charged by the latter to municipalities and public utilities for water received from The Metropolitan Water District of Southern California.

3. In the event of a dispute as to any price at which water is offered for release, any party affected thereby may, within thirty (30) days thereafter, by an objection in writing,
3. shall consider said objection and shall make his finding as to
4. the price at which said water should be offered for release and
5. notify all interested parties thereof. Any party to these
6. Exchange Pool Provisions may file with the Court, within thirty
7. (30) days thereafter, any objection to such finding or deter-
8. mination of the Watermaster and bring the same on for hearing,
9. before the Court at such time as the Court may direct, after
10. first having served said objection upon each of the interested
11. parties. The Court may affirm, modify, amend or overrule such
12. finding or determination of the Watermaster. Pending such
13. determination if the water so offered has been allocated, the
14. party making the offer shall be paid the price declared in his
15. offer, subject to appropriate adjustment upon final determina-
16. tion. The costs of such determination shall be apportioned or
17. assessed by the Watermaster in his discretion between or to the
18. parties to such dispute, and the Watermaster shall have the
19. power to require, at any time prior to making such determina-
20. tion, any party or parties to such dispute to deposit with the
21. Watermaster funds sufficient to pay the cost of such determina-
22. tion, subject to final adjustment and review by the Court as
23. provided in this paragraph.

4. Not less than sixty (60) days prior to the beginning
of each water year any party whose estimated required use of
water during the ensuing water year exceeds the sum of the
quantity of water which such party has the right under this
judgment to extract from the Basin and the quantity available
to him through then existing facilities, may file with the
Watermaster a request for the release of water in the amount
that his said estimated use exceeds his said available supply.
Such request shall be made in good faith and shall state the
basis upon which the request is made, and shall be subject to
review and redetermination by the Watermaster. Within thirty
(30) days thereafter the Watermaster shall advise, in writing,
those requesting water of the estimated price thereof. Any
party desiring to amend his request by reducing the amount re-
quested may do so after the service of such notice. Prior to
the first day of each water year the Watermaster shall determine
if sufficient water has been offered to satisfy all requests.
If he determines that sufficient water has not been offered he
shall reduce such requests pro rata in the proportion that each
requests bears to the total of all requests. Thereupon, not
later than said first day of each water year, he shall advise
all parties offering to release water of the quantities to be
released by each and accepted in the Exchange Pool and the price
at which such water is offered. Simultaneously, he shall advise
all parties requesting water of the quantities of released water
allocated from the Exchange Pool and to be taken by each party
and the price to be paid therefor.

5. In allocating water which has been offered for release
to the Exchange Pool under subparagraph 1, the Watermaster shall
first allocate that water required to be offered for release and
which is offered at the lowest price pursuant to subparagraph 2,
and progressively thereafter at the next lowest price or prices.
If the aggregate quantity of water required to be released is
less than the aggregate quantity of all request for the release
of water made pursuant to subparagraph 4, he shall then allocate
water voluntarily offered for release and which is offered at the
lowest price and progressively thereafter at the next lowest price
or prices, provided that the total allocation of water shall not
exceed the aggregate of all requests for the release of water.

Any water offered for release under subparagraph 1 hereof
and not accepted in the Exchange Pool and not allocated therefrom
shall be deemed not to have been offered for release and may be
extracted from the Basin by the party offering such water for
release as if the offer had not been made.

Each party requesting the release of water for his use and
to whom released water is allocated from the Exchange Pool may
thereafter, subject to all of the provisions of this Judgment,
extract such allocated amount of water from the Basin, in addition
to the amount such party is otherwise entitled to extract here-
under during the water year for which the allocation is made.

6. From and after the first day of each water year, all
water extracted from the Basin by any party requesting the re-
lease of water and to whom water is allocated shall be deemed
to have been water released until the full amount released for
use by him shall have been taken, and no such party shall be
deemed to have extracted from the Basin any water under his own
right so to do until said amount of released water shall have
been extracted. Water extracted from the Basin by parties
pursuant to their request for the release of water shall be
deemed to have been taken by the offerors of such water under
their own rights to extract water from the Basin.

7. All parties allocated water under subparagraph 4 shall
pay a uniform price per acre-foot for such water, which price
shall be the weighted average of the prices at which the water
allocated was offered for release.

Each party shall pay to the Watermaster, in five equal
installments, an amount equal to the quantity of water allocated
to him multiplied by said uniform price. The Watermaster shall
bill each such party monthly for each such installment, the
first such billing to be made on or before the first day of
November of the water year involved, and payment therefor shall
be made to the Watermaster within thirty (30) days after the
service of each such statement. If such payment be not made
within said thirty (30) days such payment shall be delinquent
and a penalty shall be assessed thereon at the rate of 1% per
month until paid. Such delinquent payment, including penalty,
may be enforced against any party delinquent in payment by
execution or by suit commenced by the Watermaster or by any
party hereto for the benefit of the Watermaster.

Promptly upon receipt of such payment, the Watermaster shall
make payment for the water released and allocated, first, to the
party or parties which offered such water at the lowest price,
and then through successive higher offered prices up to the total
allocated.

8. Parties to this action who are not signatories to said
Agreement and Stipulation for Judgment, or who having signed
said Agreement have specifically excepted to the Exchange Pool
Provisions thereof, shall upon filing with this Court and with
the Watermaster their agreement to be bound by this paragraph VII,
be entitled to the benefits of and be obligated by the provisions
of this paragraph VII.

VIII
No taking of water under paragraph VII hereof, by any party
to this action shall constitute a taking adverse to any other
party; nor shall any party to this action have the right to plead
the statute of limitations or an estoppel against any other party
by reason of his said extracting of water from the Basin pursuant
to a request for the release of water; nor shall such release of
water to the Exchange Pool by any party constitute a forfeiture or
abandonment by such party of any part of his Adjudicated Right to
water; nor shall such release in anywise constitute a waiver of
such right, although such water, when released under the terms
of this judgment may be devoted to a public use; nor shall such
release of water by any such party in anywise obligate any party
so releasing to continue to release or furnish water to any other
party or his successor in interest, or to the public generally,
or to any part thereof, otherwise than as provided herein.

IX

In order to assist the Court in the administration and en-
forcement of the provisions of this judgment and to keep the
Court fully advised in the premises, the Watermaster shall have
the following duties in addition to those provided for elsewhere
herein:

1. The Watermaster may require each party, at such party's
own expense, to measure and record not more often than once a
month, the elevation of the static water level in each of his
wells in the Basin as are specified by the Watermaster.

2. The Watermaster may require any party hereto owning
any facilities for pumping or otherwise extracting water from
the Basin, at such party's own expense, to install and/ or times
maintain in good working order mechanical measuring devices
approved by the Watermaster, and keep records of water production
required by the Watermaster through the use of such devices.

However, if in the opinion of the Watermaster such mechanical
devices are not practicable or feasible, the Watermaster may
require such party to submit estimates of his water production,
together with such information and data as is used by such party
in making such estimate. Upon the failure of any party to install
such device or devices on or before the date the Watermaster shall
fix for such installation, or to provide the Watermaster with
estimates of water production and information on which such
estimates are based, the Watermaster may give the Court and the
party notice of such failure for proper action in the premises.

3. The Watermaster shall collect and assemble the records
and other data required of the parties hereto, and evaluate such
records and other data. Such records and other data shall be
open to inspection by any party hereto or his representative
The Watermaster shall prepare a tentative budget for each water year, stating the estimated expense for administering the provisions of this judgment. The Watermaster shall mail a copy of said tentative budget to each of the parties hereto having an Adjudicated Right at least sixty (60) days before the beginning of each water year. If any such party has any objection to said tentative budget or any suggestions with respect thereto, he shall present the same in writing to the Watermaster within fifteen (15) days after service of said tentative budget upon him. If no objections are received, the tentative budget shall become the final budget. If objections to said tentative budget are received, the Watermaster shall, within ten (10) days thereafter, consider such objections, prepare a final budget, and mail a copy thereof to each such party, together with a statement of the amount assessed to each such party, computed as provided in subparagraph 5 of this paragraph IX. Any such party whose objections to said tentative budget are denied in whole or in part by the Watermaster may, within fifteen (15) days after the service of the final budget upon him, make written objection thereto by filing his objection with the Court after first mailing a copy of such objection to each such party, and shall bring such objection on for hearing before the Court at such time as the Court may direct. If objection to such budget be filed with the Court as herein provided, then the said budget and any and all assessments made as herein provided may be adjusted by the Court.

5. The fees, compensation or other expenses of the Watermaster hereunder shall be borne by the parties hereto having Adjudicated Rights in the proportion that each such party’s Adjudicated Right bears to the total Adjudicated Rights of all such parties, and the Court or Watermaster shall assess such costs
to each such party accordingly.

Payment thereof, whether or not subject to adjustment by
the Court as provided in this paragraph IX, shall be made by
each such party, on or prior to the beginning of the water year
to which said final budget and statement of assessed costs is
applicable. If such payment by any party is not made on or be-
fore said date, the Watermaster shall add a penalty of 5\% there-
of to such party's statement. Payment required of any party
hereunder may be enforced by execution issued out of the Court,
or as may be provided by any order hereinafter made by the Court,
or by other proceedings by the Watermaster or by any party hereto
on the Watermaster's behalf.

All such payments and penalties received by the Watermaster
shall be expended by him for the administration of this judgment.
Any money remaining at the end of any water year shall be avail-
able for use the following year.

6. The Watermaster shall prepare an annual report within
ninety (90) days after the end of each water year covering the
work of the Watermaster during the preceding water year and a
statement of his receipts and expenditures.

7. The Watermaster shall report separately, in said annual
report, all water extractions in the Basin by producers who have
no "Adjudicated Right."

8. The Watermaster shall perform such other duties as may
be provided by law.

Any party hereto having an Adjudicated Right who has objec-
tion to any determination or finding made by the Watermaster,
other than as provided in paragraphs VII and IX hereof, may
make such objection in writing to the Watermaster within thirty
(30) days after the date the Watermaster gives written notice
of the making of such determination or finding, and within thirty
(30) days thereafter the Watermaster shall consider said objection and shall amend or affirm his finding or determination and shall give notice thereof to all parties hereto having Adjudicated Rights. Any such party may file with the Court within thirty (30) days from the date of said notice any objection to such final finding or determination of the Watermaster and bring the same on for hearing before the Court at such time as the Court may direct, after first having served said objection upon each of the parties hereto having an Adjudicated Right. The Court may affirm, modify, amend or overrule any such finding or determination of the Watermaster.

XI

The Court hereby reserves continuing jurisdiction and, upon application of any party hereto having an Adjudicated Right or upon its own motion, may review (1) its determination of the safe yield of the Basin, or, (2) the Adjudicated Rights, in the aggregate, of all of the parties as affected by the abandonment or forfeiture of any such rights, in whole or in part, and by the abandonment or forfeiture of any such rights by any other person or entity, and, in the event material change be found, to adjudge that the Adjudicated Right of each party shall be ratably changed; provided, however, that notice of such review shall be served on all parties hereto having Adjudicated Rights at least thirty (30) days prior thereto. Except as provided herein, and except as rights decreed herein may be abandoned or forfeited in whole or in part, each and every right decreed herein shall be fixed as of the date of the entry hereof.

XII

The Court further reserves jurisdiction so that at any time and from time to time, upon its own motion or upon application of any party hereto having an Adjudicated Right, and upon at least thirty (30) days notice to all such parties, to make such
modifications of or such additions to, the provisions of this
judgment, or make such further order or orders as may be nece-
sary or desirable for the adequate enforcement, protection or
preservation of the rights of such parties as herein determined.

XIII

The objections to the Report of Referee and to all supple-
mental Reports thereto, having been considered upon exceptions
thereto filed with the clerk of the Court in the manner of and
within the time allowed by law, are overruled.

XIV

All future notices, requests, demands, objections, reports,
and other papers and process in this cause shall be given, made
and/or served as follows:

1. Any party herein who, as hereafter provided, has
designated or who designates the person to whom and the address
at which all said future notices, papers and process in this
cause shall be given, shall be deemed to have been served there-
with when the same has been served by mail on such party's
designee.

(a) All parties herein who have executed
and filed with the Court "Agreement and Stipulation
for Judgment" and have therein designated a person
thereafter to receive said notices, papers and/or
process, have therein and thereby made such designa-
tion for said purpose, and such designation shall
become effective upon the entry of this judgment.

(b) All other parties who desire to name a
designee for the aforesaid purpose, or any party
once having named a designee who desires to change
his designee shall file such designation or change
of designee with the clerk of this Court and shall
serve a copy thereof by mail on the Watermaster.
2. Parties hereto who have not entered their appearance or whose default has been entered and who are adjudged herein to have an Adjudicated Right, shall be served with all said future notices, papers and process herein by publication of a copy of such said notices, paper or process addressed to, "Parties to the West Basin Adjudication"; said publication shall be made once each week for two successive weeks in a newspaper of general circulation, printed and published in the County of Los Angeles, State of California, the last publication of which shall be at least two weeks and not more than five weeks immediately preceding the event for which said notice is given or immediately preceding the effective date of any order, paper or process, in the event an effective date other than the date of its execution is fixed by the Court in respect of any order, paper or process, or said last publication shall be made not more than five weeks following an event, the entry of an order by the Court, or date of any paper or process with respect to which notice is given.

3. All parties not specifically referred to in sub-paragraphs 1 and 2 above who are required by law to be served with future notices, papers and/or process in this cause shall be served thereafter in the manner provided by law.

XV.

None of the parties hereto shall recover his costs as against any other party.

Dated: August 15, 1961

[Signature]

Judge Assigned by the Chairman of the Judicial Council to Sit in This Case.
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE COMPANY, et al.,

Plaintiff,

v.

CITY OF COMPTON, et al.,

Defendants.

Case No. C506806 [Related to C786656]
(Assigned to the Honorable Kenneth R. Freeman – Department 14)

MODIFIED PREVIOUS ORDER
GRANTING AMENDMENT TO THE JUDGMENT

[Filed concurrently with Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Theodore A. Johnson; and Request for Judicial Notice]

Date: November 15, 2018
Time: 3:00 p.m.
Dept.: 14

Action Filed: 7/21/1945
[PROPOSED ORDER]

The Motion of Intervenor Water Replenishment District of Southern California ("WRD") to Amend Judgment ("Motion") came on for hearing on November 15, 2018, in Department 14 of the Los Angeles Superior Court, the Honorable Kenneth R. Freeman, Judge presiding. Appearances were made by parties through their respective counsel of record.

After considering all the papers filed in connection with the Motion and hearing oral argument, this Court, finding good cause therefore, HEREBY ORDERS AS FOLLOWS:

That the Amended Judgment entered on December 5, 2014 in California Water Service Company, et al. v. City of Compton, et al., Los Angeles Superior Court Case No. C506806, be amended to add new Paragraph V.15, which shall read as follows:

15. Extraction Exemption

In recognition of existing seawater intrusion into Basin groundwater supplies, extractions of groundwater shall be permitted by certain entities without an Adjudicated Right to produce groundwater within the Basin so long as each of the following criteria are satisfied:

1. Only groundwater containing at least 500 milligrams/liter of chloride, as measured at the influent to any facility used to treat such water, may be extracted;

2. Extractions must be done by a public agency with statutory authority to clean contaminated groundwater;

3. Extractions of such groundwater must provide a Regional Benefit to the Basin as a whole and not just to the extracting party;

4. All extractions pursuant to this Paragraph V.15 are subject to payment of the Replenishment Assessment.

5. All new projects that seek to extract groundwater pursuant to this Paragraph V.15 shall be reviewed and approved by the following entities: (1) the Water Rights Panel and (2) WRD in its capacity as the Watermaster Administrative Body. Those entities shall review such projects using the procedures generally described in the following subsections of Paragraph V.13.B; subsections (2), (6), (8), and (9); the second and third sentences of subsection (1); the first sentence
of subsection (4); and the last sentence of subsection (7). The findings of the Water Rights Panel
and WRD in its capacity as the Watermaster Administrative Body shall include a determination that
the project is Technically Feasible and will not cause Material Physical Harm. Any new project that
would be carried out by WRD pursuant to this Paragraph V.15 would not constitute a conflict of
interest within the meaning of Paragraph V.13.B (8) as to WRD’s role as Watermaster
Administrative Body.

Any extractions pursuant to this amendment shall be reported on at least an annual basis to:
(1) WRD in its capacity as the Watermaster Administrative Body and (2) the Water Rights Panel.
Such report shall include discussion of each of the criteria contained in this Paragraph V.15.

Dated: NOV 15 2018

Honorable Kenneth R. Freeman
Judge of the Superior Court
Appendix B
Central Basin Adjudication
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CENTRAL AND WEST BASIN WATER
REPLENISHMENT DISTRICT, etc.,

Plaintiff,

vs.

CHARLES E. ADAMS, et al.,

Defendant

CITY OF LAKEWOOD, a municipal
corporation,

Cross-Complainant

vs.

CHARLES E. ADAMS, et al.,

Cross-Defendants.

Case No.: 786,656

THIRD AMENDED JUDGMENT

(Declaring and establishing
water rights in Central Basin,
enjoining extractions
therefrom in excess of
specified quantities
and providing for the storage and
extraction of stored water.)

Assigned for all purposes to
Hon. Abraham Khan
Dept. 51
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THIRD AMENDED JUDGMENT
The original judgment in this action was entered on or about August 27, 1965. Pursuant
to the reserved and continuing jurisdiction of the court under the Judgment herein, certain
amendments to said Judgment and temporary orders have heretofore been made and entered.
Continuing jurisdiction of the court for this action is currently assigned to Hon. Abraham Khan.

The Motion of Plaintiff WATER REPLENISHMENT DISTRICT OF SOUTHERN
CALIFORNIA (which originally brought this action under its former name “Central and West
Basin Water Replenishment District”), and of defendants, City of Lakewood, City of Long
Beach, Golden State Water Company, California Water Service Company, City of Los Angeles,
City of Cerritos, City of Downey, City of Signal Hill, Pico Water District, Bellflower-Somerset
Mutual Water Company, LaHabra Heights County Water District, City of Norwalk, Orchard
Dale Water District, Montebello Land & Water Company, South Montebello Irrigation District,
Sativa Los Angeles County Water District, City of Vernon and Central Basin Municipal Water
District (“Moving Parties”) herein for further amendments to the Judgment, notice thereof and of
the hearing thereon having been duly and regularly given to all parties, came on for hearing in
Department 51 of the above-entitled court on December 18, 2013 at 9:00 a.m. before said Hon.
Abraham Khan. This “Third Amended Judgment” incorporates amendments and orders
heretofore made to the extent presently operable and amendments pursuant to said last
mentioned motion. To the extent this Amended Judgment is a restatement of the Judgment as
heretofore amended, it is for convenience in incorporating all matters in one document, is not a
readjudication of such matters and is not intended to reopen any such matters. As used
hereinafter the word “Judgment” shall include the original Judgment entered in this action as
amended to date, including this Third Amended Judgment.

There exists in the County of Los Angeles, State of California, an underground water
basin or reservoir known and hereinafter referred to as the “Central Basin” or “Basin” described
in Appendix “1” to this Judgment.

Within this Judgment, the following terms, words, phrases and clauses are used by the
Court with the following meanings:

“Adjudicated Storage Capacity” means 220,000 acre-feet of the Available Dewatered
Space which has been apportioned herein for Individual Storage Accounts and Community Storage.

“Administrative Body” is defined in Section II(A).

“Administrative Year” means the twelve (12) month period beginning July 1 and ending June 30.

“Allowed Pumping Allocation” is that quantity in acre feet which the Court adjojges to be the maximum quantity which a party should be allowed to extract annually from Central Basin as set forth in Part I hereof, which constitutes 80% of such party’s Total Water Right.

“Allowed Pumping Allocation for a particular Administrative Year” and “Allowed Pumping Allocation in the following Administrative Year” and similar clauses, mean the Allowed Pumping Allocation as increased in a particular Administrative Year by any authorized carryovers pursuant to Section III(A) of this Judgment and as reduced by reason of any over-extractions in a previous Administrative Year.

“Artificial Replenishment” is the replenishment of Central Basin achieved through the spreading or injection of imported or recycled water for percolation thereof into Central Basin by a governmental agency, including WRD.

“Artificial Replenishment Water” means water captured or procured by WRD to replenish the Basin, either directly by percolating or injecting the water into the Basin, or through in lieu replenishment by substituting surface water (or payment therefor) in lieu of production and use of groundwater.

“Available Dewatered Space” means the total amount of space available to hold groundwater within the Central Basin without causing Material Physical Harm, which space is allocated between Adjudicated Storage Capacity and Basin Operating Reserve.

“Base Water Right” is the highest continuous extractions of water by a party from Central Basin for a beneficial use in any period of five consecutive years after the commencement of overdraft in Central Basin and prior to the commencement of this action, as to which there has been no cessation of use by that party during any subsequent period of five consecutive years.

As employed in the above definition, the words “extractions of water by a party” and “cessation
of use by that party” include such extractions and cessations by any predecessor or predecessors in interest.

“Basin Operating Reserve” means a total of 110,000 acre feet of Available Dewatered Space available for Basin operations as provided in Section IV(L). The Basin Operating Reserve added to the Adjudicated Storage Capacity equals the amount of Available Dewatered Space.

“Calendar Year” is the twelve month period commencing January 1 of each year and ending December 31 of each year.

“Carryover” is defined in Section III(A).

“Carryover Conversion” means the process of transferring water properly held as Carryover into Stored Water, or the water so converted to Stored Water.

“Central Basin” is the underground basin or reservoir underlying the Central Basin Area, the exterior boundaries of which Central Basin are the same as the exterior boundaries of Central Basin Area.

“Central Basin Area” is the territory described in Appendix “1” to this Judgment and is a segment of the territory comprising Plaintiff District.

“Central Basin Water Rights Panel” means the constituent body of Watermaster consisting of seven (7) Parties elected from among parties holding Allowed Pumping Allocations as provided in Section II(B).

“CEQA” refers to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq.

“Community Storage Pool” is defined in Section IV(E).

“Declared Water Emergency” means a period commencing with the adoption of a resolution of the Board of Directors of WRD declaring that conditions within the Central Basin relating to natural and imported supplies of water are such that, without implementation of the water emergency provisions of this Judgment, the water resources of the Central Basin risk degradation. Such Declaration may be made as provided in Section III(A)(3).

“Disadvantaged Community” means any area that is served by a Water Purveyor and that consists of one or more contiguous census tracts which, based upon the most-recent United
States Census data, demonstrates a median household income which is less than eighty percent (80%) of the median household income for all Census Tracts within the state of California. The identification of Disadvantaged Communities shall be made by Watermaster following each decennial census.

"Extraction," "extractions," "extracting," "extracted," and other variations of the same noun and verb, mean pumping, taking, diverting or withdrawing groundwater by any manner or means whatsoever from Central Basin.

"Imported Water" means water brought into Central Basin Area from a non-tributary source by a party and any predecessors in interest, either through purchase directly from Metropolitan Water District of Southern California ("MWD"), the Central Basin Municipal Water District ("CBMWD"), or any other MWD member agency and additionally, as to the Department of Water and Power of the City of Los Angeles, water brought into the Central Basin Area by that party by means of the Owens River Aqueduct. In the case of water imported for storage by a party pursuant to this Judgment, "Imported Water" means water brought into the Central Basin from any non-tributary source as one method for establishing storage in the Central Basin.

"Imported Water Use Credit" is the annual amount, computed on a calendar year basis, of Imported Water which any party and any predecessors in interest, who have timely made the required filings under Water Code Section 1005.1, have imported into Central Basin Area in any calendar year and subsequent to July 9, 1951, for beneficial use therein, but not exceeding the amount by which that party and any predecessors in interest reduces his or their extractions of groundwater from Central Basin in that calendar year from the level of his or their extractions in the preceding calendar year, or in any prior calendar year not earlier than the calendar year 1950, whichever is the greater.

"Individual Storage Allocation" is defined in Section IV(D).

"Majority Protest" means a written protest filed with the Administrative Body of Watermaster within sixty (60) days following a protested event or decision, which evidences the concurrence of a majority of the Allowed Pumping Allocations held within the Basin as of the

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date thereof.

"Material Physical Harm" means material physical injury or a material diminution in the quality or quantity of groundwater available within the Basin to support extraction of Total Water Rights or Stored Water, that is demonstrated to be attributable to the placement, recharge, injection, storage or recapture of Stored Water in the Central Basin, including, but not limited to, degradation of water quality, liquefaction, land subsidence and other material physical injury caused by elevated or lowered groundwater levels. Material Physical Harm does not include "economic injury" that results from other than direct physical causes, including any adverse effect on water rates, lease rates, or demand for water. Once fully mitigated, physical injury shall no longer be considered to be material.

"Natural Replenishment" means and includes all processes other than "Artificial Replenishment" by which water may become a part of the groundwater supply of Central Basin.

"Natural Safe Yield" is the maximum quantity of groundwater, not in excess of the long term average annual quantity of Natural Replenishment, which may be extracted annually from Central Basin without eventual depletion thereof or without otherwise causing eventual permanent damage to Central Basin as a source of groundwater for beneficial use, said maximum quantity being determined without reference to Artificial Replenishment.

"Outgoing Watermaster" is the State of California, Department of Water Resources, the Watermaster appointed pursuant to the terms of the Judgment before this Third Amendment.

"Overdraft" is that condition of a groundwater basin resulting from extractions in any given annual period or periods in excess of the long term average annual quantity of Natural Replenishment, or in excess of that quantity which may be extracted annually without otherwise causing eventual permanent damage to the basin.

"Party" means a party to this action. Whenever the term "party" is used in connection with a quantitative water right, or any quantitative right, privilege or obligation, or in connection with the assessment for the budget of the Watermaster, it shall be deemed to refer collectively to those parties to whom are attributed a Total Water Right in Part I of this Judgment.

"Person" or "persons" include individuals, partnerships, associations, governmental
agencies and corporations, and any and all types of entities.

“Recycled Water” means water that has been reclaimed through treatment appropriate for its intended use in compliance with applicable regulations.

“Regional Disadvantaged Communities Incentive Program” means a program to be developed by Watermaster in the manner provided in Section II(H) of this Judgment, and approved by the Court, whereby a portion of the Community Storage Pool is made available to or for the benefit of Disadvantaged Communities, on a priority basis within the Central Basin.

“Replenishment Assessment” means the replenishment assessment imposed by WRD upon each acre-foot of groundwater extracted from the Central Basin pursuant to WRD’s enabling act, California Water Code §§ 60000 et seq.

“Small Water Producers Group” means a body consisting of parties holding no greater than 5,000 acre-feet of Allowed Pumping Allocation, as set forth on Appendix 3 hereto and as may be modified from time to time by the Group’s own procedures and the requirements set forth in Appendix 3.

“Storage Panel” or “Central Basin Storage Panel” means a bicameral constituent body of Watermaster consisting of (i) the Central Basin Water Rights Panel and (ii) the Board of Directors of WRD.

“Storage Project” means an activity pertaining to the placement, recharge, injection, storage, transfer, or recapture of Stored Water within the Basin, but does not include actions by WRD undertaken in connection with its replenishment activities.

“Stored Water” means water, including Recycled Water, held within Available Dewatered Space as a result of spreading, injection, in-lieu delivery, or Carryover Conversion, where there is an intention to subsequently withdraw the water for reasonable and beneficial use pursuant to this Judgment.

“Total Water Right” is the quantity arrived at in the same manner as in the computation of “Base Water Right,” but including as if extracted in any particular year the Imported Water Use Credit, if any, to which a particular party may be entitled.

“Water” includes only non-saline water, which is that having less than 1,000 parts of
chlordes to 1,000,000 parts of water.

"Water Augmentation Project" means pre-approved physical actions and management activities that provide demonstrated appreciable increases in long-term annual groundwater yield in the Basin that are initiated as provided in this Judgment after January 1, 2013.

"Water Purveyor" means a Party (and successors in interest) which sells water to the public, whether a regulated public utility, mutual water company or public entity. As that term is used in Section III(B)(6), “Water Purveyor,” in addition to the foregoing, means a Party which has a connection or connections for the taking of Imported Water through the Metropolitan Water District of Southern California (“MWD”), or through a MWD-member agency, or access to such Imported Water through such connection, and which normally supplies at least a part of its customers’ water needs with such Imported Water.

"Watermaster" is defined in Part II and is comprised of (i) the Administrative Body, (ii) the Central Basin Water Rights Panel, and (iii) the Central Basin Storage Panel. Watermaster, and the various constituent bodies of Watermaster, as designated in this Judgment, exist as a special master pursuant to this Judgment and Watermaster serves at the pleasure of the Court. Nothing herein shall be construed as creating an independent designation of “Watermaster” as a public agency subject to the provisions of CEQA, nor does membership or participation as the designated Watermaster expand any statutory, constitutional, or other powers of the members serving as part of the Watermaster.

"West Coast Basin" is the groundwater basin adjacent to the Central Basin which is the subject of a separate adjudication of groundwater rights in California Water Service Company, et al. v. City of Compton, et al., Los Angeles Superior Court Case No. 506806.

"WRD” or “Water Replenishment District” is the plaintiff herein, the Water Replenishment District of Southern California, a special district of the State of California, which brought this action under its former name, “Central and West Basin Water Replenishment District.”

In those instances where any of the above-defined words, terms, phrases or clauses are utilized in the definition of any of the other above-defined words, terms, phrases and clauses,
such use is with the same meaning as is above set forth.

NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND DECREED WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

I. DECLARATION AND DETERMINATION OF WATER RIGHTS OF PARTIES; RESTRICTION ON THE EXERCISE THEREOF.¹

A. Determination of Rights of Parties.

(1) Each party, except defendants The City of Los Angeles and Department of Water and Power of the City of Los Angeles, whose name is set forth in Appendix 2 and by this reference made a part hereof, and after whose name there appears under the column “Total Water Right” a figure other than “0,” is the owner of and has the right to extract annually groundwater from Central Basin for beneficial use in the quantity set forth after that party’s name under said column “Total Water Right” as of the close of the Administrative Year ending June 30, 2012 in accordance with the Watermaster Reports on file with this Court and the records of the Plaintiff. This tabulation does not take into account additions or subtractions from any Allowed Pumping Allocation of a producer for the 2012-2013 Administrative Year, nor other adjustments not representing change in fee title to water rights, such as leases of water rights, nor does it include the names of lessees of landowners where the lessees are exercising the water rights. The exercise of all water rights is subject, however, to the provisions of this Judgment as hereinafter contained. All of said rights are of the same legal force and effect and are without priority with reference to each other. Each party whose name is set forth in the tabulation in Appendix “2” of this

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¹ Headings in the Judgment are for purposes of reference and the language of said headings do not constitute, other than for such purpose, a portion of this Judgment.
Judgment, and after whose name there appears under the column “Total Water Right” the figure “0,” owns no rights to extract any groundwater from Central Basin, and has no right to extract any groundwater from Central Basin.

(2) Defendant The City of Los Angeles is the owner of the right to extract fifteen thousand (15,000) acre feet per annum of groundwater from Central Basin, but it has the right and ability to purchase or lease additional rights to extract groundwater and increase its Allowed Pumping Allocation. Defendant Department of Water and Power of the City of Los Angeles has no right to extract groundwater from Central Basin except insofar as it has the right, power, duty or obligation on behalf of defendant The City of Los Angeles to exercise the water rights in Central Basin of defendant The City of Los Angeles. The exercise of said rights is subject, however, to the provisions of this Judgment hereafter contained, including but not limited to, sharing with other parties in any subsequent decreases or increases in the quantity of extractions permitted from Central Basin, pursuant to continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000) acre feet (and any increase in its Allowed Pumping Allocation) bears to the Allowed Pumping Allocations of the other parties.

(3) No party to this action is the owner of or has any right to extract groundwater from Central Basin except as herein affirmatively determined.

B. Parties Enjoined as to Quantities of Extractions.

(1) Each party, other than The State of California and The City of Los Angeles and Department of Water and Power of The City of Los Angeles, is enjoined and restrained in any Administrative Year commencing after the date this Judgment becomes final from extracting from Central Basin any quantity of Water greater than the party’s Allowed Pumping Allocation as hereinafter set forth next to the name of the party in the tabulation appearing in Appendix 2 at the end of this Judgment, subject to further provisions of this Judgment. Subject to such further provisions, the officials, agents and employees of The State of
California are enjoined and restrained in any such Administrative Year from extracting from Central Basin collectively any quantity of water greater than the Allowed Pumping Allocation of The State of California as hereinafter set forth next to the name of that party in the same tabulation. Each party adjudged and declared above not to be the owner of and not to have the right to extract groundwater from Central Basin is enjoined and restrained in any Administrative Year commencing after the date this Judgment becomes final from extracting any groundwater from Central Basin, except as may be hereinafter permitted to any such party under this Judgment.

(2) The total extraction right for each party includes a party’s Allowed Pumping Allocation (to the extent not transferred by agreement or otherwise), any contractual right acquired through lease or other agreement to extract or use the rights of another party, and any right to extract Stored Water or Carryover as provided in this Judgment. No party may extract in excess of 140% of the sum of (i) the party’s Allowed Pumping Allocation and (ii) the party’s leased water, except upon prior approval by the applicable body of Watermaster as required pursuant to Section IV(J) as provided herein. Upon application, the body specified in Section IV(J) shall approve a party’s request to extract water in excess of such limit, provided there is no Material Physical Harm. Requests to extract water in excess of such limit shall be reviewed and either approved or denied within thirty (30) days of such request.

(3) Defendant The City of Los Angeles is enjoined and restrained in any Administrative Year commencing after the date this Judgment becomes final from extracting from Central Basin any quantity of water greater than fifteen thousand (15,000) acre feet or its Allowed Pumping Allocation, as recognized by the Watermaster, if it acquires additional rights to pump groundwater through purchase or lease, subject to further provisions of this Judgment, including but not limited to, sharing with other parties in any subsequent decreases or increases in
the quantity of extractions permitted from Central Basin by parties, pursuant to
continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000)
acre feet (or the adjusted Allowed Pumping Allocation if additional rights are
acquired) bears to the Allowed Pumping Allocations of the other parties.
Defendant Department of Water and Power of The City of Los Angeles is
enjoined and restrained in any Administrative Year commencing after the date
this Judgment becomes final from extracting from Central Basin any quantity of
water other than such as it may extract on behalf of defendant The City of Los
Angeles, and which extractions, along with any extractions by said City, shall not
exceed that quantity permitted by this Judgment to that City in any Administrative
Year. Whenever in this Judgment the term “Allowed Pumping Allocation”
appears, it shall be deemed to mean as to defendant The City of Los
Angeles the
quantity of fifteen thousand (15,000) acre feet unless the City of Los Angeles has
acquired through purchase or lease right to extract additional groundwater. The
limit on extraction as provided in the preceding Section I(B)(1) shall also apply to
The City of Los Angeles.

(4) Any rights decreed and adjudicated herein may be transferred,
assigned, licensed or leased by the owner thereof provided, however, that no such
transfer shall be complete until compliance with the appropriate notice procedures
established by Watermaster.

(5) Unless a party elects otherwise, production of water from the Basin
for the use or benefit of the parties hereto shall be counted against the party’s total
extraction right in the following order: (i) Increased extractions by certain
qualified water rights holders pursuant to Section IV(K), (ii) Exchange Pool
production, (iii) production of Carryover water, (iv) production of leased water,
(v) production of Allowed Pumping Allocation, (vi) production of Stored Water,
(vii) production of Drought Carryover (according to Watermaster’s Rules), and
(viii) production of water under an agreement with WRD during a period of
emergency pursuant to Section III(B)(6).

C. Parties Enjoined as to Export of Extractions

Except as expressly authorized herein, or upon further order of the Court, all parties are enjoined and restrained from transporting water extracted from the Central Basin outside the boundaries of the Central Basin Area. For purposes of this Section, water supplied by a Water Purveyor to its customers located within any of its service areas contiguous to the Central Basin or within WRD’s service area shall be exempt from the export prohibition of this Section provided that the Water Purveyor also provides water to a service area that overlies the Basin in whole or in part. The foregoing exemption is not made, nor is it related to, a determination of an underflow between the basins, a cost or benefit allocation, or any other factor relating to the allocation of the Replenishment Assessment by WRD. Further, this injunction and restriction does not apply to export of water that will take place pursuant to contractual obligations specifically identified on Appendix 4, nor does it apply to export of Stored Water not having its origin in Carryover Conversion. The export identified on Appendix 4 may continue to the extent that any such extraction does not violate any other provisions of this Judgment, provided however that no such export identified on Appendix 4 shall exceed 5,000 acre-feet in any Year.

II. APPOINTMENT OF WATERMASTER; WATERMASTER ADMINISTRATION PROVISIONS

The particular bodies specified below are, jointly, hereby appointed Watermaster, for an indefinite term, but subject to removal by the Court, to administer this Judgment. Such bodies, which together shall constitute the “Watermaster,” shall have restricted powers, duties and responsibilities as specified herein, it being the court’s intention that particular constituent bodies of Watermaster have only limited and specified powers over certain aspects of the administration of this Judgment. The Outgoing Watermaster will exercise reasonable diligence in the complete transition of Watermaster duties and responsibilities within a reasonable time.
following entry of this order, and to make available to the new Watermaster all records concerning Watermaster activities. The chair of the Central Basin Water Rights Panel (defined below) shall thereafter represent the Watermaster before the Court.

A. The Administrative Body.

Plaintiff Water Replenishment District of Southern California ("WRD") is appointed the Administrative Body of the Central Basin Watermaster ("Administrative Body"). In order to assist the Court in the administration of the provisions of this Judgment and to keep the Water Rights Panel and the Court fully advised in the premises, the Administrative Body shall have the following duties, powers and responsibilities:

(1) To Require Reports, Information and Records.

In consultation with the Water Rights Panel, the Administrative Body shall require the parties to furnish such reports, information and records as may be reasonably necessary to determine compliance or lack of compliance by any party with the provisions of this Judgment.

(2) Storage Projects.

The Administrative Body shall exercise such powers as may be specifically granted to it under this Judgment with regard to Stored Water.

(3) Annual Report.

The Administrative Body shall prepare, on or before the 15th day of the fourth month following the end of the preceding Administrative Year, an annual report for the consideration of the Water Rights Panel. The Chair of the Water Rights Panel shall submit to the Court either (1) the annual report prepared by the Administrative Body, following the adoption by the Water Rights Panel, or (2) an annual report separately prepared and adopted by the Water Rights Panel. The annual report prepared by the Administrative Body shall be limited to the following, unless otherwise required by the Court:

(a) Groundwater extractions
(b) Storage Accounts maintained by each party
(c) Status of the Regional Disadvantaged Community Incentive Program, if approved by the Court
(d) Exchange Pool operation
(e) Use of Imported Water
(f) Violations of this Judgment and corrective action taken by bodies of Watermaster having jurisdiction as provided in this Judgment
(g) Change of ownership of Total Water Rights
(h) Watermaster administration costs
(i) Water spread or imported into the Basin
(j) Water Augmentation Projects
(k) Whether the Administrative Body has become aware of the development of a Material Physical Harm, or imminent threat of the development of a Material Physical Harm, as required pursuant to Section IV(B) of this Judgment
(l) Other matters as agreed with the Water Rights Panel
(m) Recommendations, if any.

In consultation with the Water Rights Panel, the Administrative Body shall provide reasonable notice to all parties of all material actions or determinations by Watermaster or any constituent body thereof, and as otherwise provided by this Third Amended Judgment.

(4) **Annual Budget and Appeal Procedure in Relation Thereto.**

By April 1 of each Administrative Year, the Administrative Body shall prepare a proposed administrative budget for the subsequent year stating the anticipated expense for performing the administrative functions specified in this Judgment (the “Administrative Budget”). The Administrative Body shall mail a copy of the proposed Administrative Budget to each of the Parties at least 60 days
before the beginning of each Administrative Year. The Administrative Budget mailed to the Parties shall provide sufficient detail in the Administrative Budget to demonstrate a separation in accounting between the Administrative Budget and WRD’s Replenishment Assessment and operating budget. For the first Administrative Year of operation under this Third Amended Judgment, if the Administrative Body is unable to meet the above time requirement, the Administrative Body shall mail said copies as soon as possible. The first year the Administrative Budget is prepared, the amount of that budget shall not exceed an amount equal to fifty percent (50%) of the 2012-2013 charge for Watermaster service for the Central Basin collected from Parties by the California Department of Water Resources. At all times, the Administrative Body shall maintain a separation in accounting between the Administrative Budget and WRD’s Replenishment Assessment and operating budget. All increases in future budgets for the Administrative Body above the amount set forth above shall be subject to approval by the Water Rights Panel following a public meeting to be held prior to the beginning of the Administrative Year, provided that the approved budget shall not be less than the amount of the first-year budget for the Administrative Body, except upon further order of the Court. Any administrative function by WRD already paid for by the Replenishment Assessment shall not be added as an expense in the Administrative Budget. Similarly, any expense paid for by the Administrative Budget shall not be added to WRD’s operating budget, or otherwise added to the calculation of the Replenishment Assessment. While WRD may approve the proposed Administrative Budget at the same meeting in which WRD adopts its annual Replenishment Assessment or annual budget, the Administrative Body’s budget shall be separate and distinct from the Replenishment Assessment imposed pursuant to Water Code §60317 and WRD’s operating budget.

If approval by the Water Rights Panel is required pursuant to the

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foregoing, the Water Rights Panel shall act upon the proposed budget within 15
calendar days after the public meeting. If the Water Rights Panel does not
approve the budget prior to such deadline, the matter may be appealed to the
Court within sixty (60) days. If any Party hereto has any objection to the
Administrative Budget, it shall present the same in writing to Watermaster within
15 days after the date of mailing of said tentative budget by the Administrative
Body. The Parties shall make the payments otherwise required of them to the
Administrative Body even though an appeal of such budget may be pending.
Upon any revision by the Court, the Administrative Body shall either remit to the
Parties their pro rata portions of any reduction in the budget, or shall credit their
accounts with respect to their budget assessments for the next ensuing
Administrative Year, as the Court shall direct.

The amount of the Administrative Budget to be assessed to each party
shall be determined as follows: If that portion of the final budget to be assessed to
the Parties is equal to or less than $20.00 per party then the cost shall be equally
apportioned among the Parties. If that portion of the final budget to be assessed to
Parties is greater than $20.00 per party then each Party shall be assessed a
minimum of $20.00. The amount of revenue expected to be received through the
foregoing minimum assessments shall be deducted from that portion of the final
budget to be assessed to the Parties and the balance shall be assessed to the Parties
having Allowed Pumping Allocation, such balance being divided among them
proportionately in accordance with their respective Allowed Pumping Allocation.

Payment of the assessment provided for herein, subject to adjustment by
the Court as provided, shall be made by each such party prior to beginning of the
Administrative Year to which the assessment relates, or within 40 days after the
mailing of the tentative budget, whichever is later. If such payment by any Party
is not made on or before said date, the Administrative Body shall add a penalty of
5% thereof to such party’s statement. Payment required of any Party hereunder

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may be enforced by execution issued out of the Court, or as may be provided by
order hereinafter made by the Court, or by other proceedings by the Watermaster
or by any Party on the Watermaster’s behalf.

Any money unexpended at the end of any Administrative Year shall be
applied to the budget of the next succeeding Administrative Year. The
Administrative Body shall maintain no reserves.

Notwithstanding the above, no part of the budget of the Administrative
Body shall be assessed to WRD or to any Party who has not extracted water from
Central Basin for a period of two successive Administrative Years prior to the
Administrative Year in which the tentative budget should be mailed by the
Administrative Body under the provisions of this subparagraph (4).

(5) Rules.

The Administrative Body may adopt, and amend from time to time, rules
consistent with this Judgment as may be reasonably necessary to carry out duties
under the provisions of this Judgment within its particular area of responsibility.
The Body shall adopt its first set of rules and procedures within three (3) months
following entry of this Third Amended Judgment. The rules shall be effective on
such date after the mailing thereof to the Parties as is specified by the Body, but
not sooner than thirty (30) days after such mailing.


Panel”) shall consist of seven (7) members, each of which is a Party. The term of each member
of the Panel, with the exception of the seat held by the Small Water Producers Group, as
provided herein, shall be limited to four years. The Court will make the initial appointments to
the Central Basin Water Rights Panel upon motion by Parties consistent with the categories set
forth below at or about the time of entry of this Third Amended Judgment, and shall establish a
procedure for the staggered terms of such members. Thereafter, elections of members of the
Panel shall be held as provided herein. One (1) such member of the Water Rights Panel shall be
elected by vote of the Small Water Producers Group conducted in accordance with its own procedures, provided such Group, as of the date of the election, consists of at least five (5) members who are Water Purveyors. One (1) such member of the Water Rights Panel shall be elected by vote of Parties with Allowed Pumping Allocation of less than 5,000 acre-feet who are not members of the Small Water Producers Group or, if the Small Water Producers Group does not then qualify following a continuous six-month period of non-qualification as provided herein, then two (2) such members shall be so selected. One (1) such member of the Water Rights Panel shall be elected by vote of Parties with Allowed Pumping Allocation of at least 5,000 acre-feet but less than 10,000 acre-feet. Three (3) such members of the Water Rights Panel shall be elected by vote of Parties with Allowed Pumping Allocation of 10,000 acre-feet or greater. One (1) such member of the Water Rights Panel shall be elected by a vote of all holders of Allowed Pumping Allocations, with each such holder being entitled to one vote, such member to be elected by a plurality of the votes cast, following a nomination procedure to be established in the Water Rights Panel’s rules. In the event of a tie, the seventh member shall be determined as may be provided in the Water Rights Panel’s rules, or otherwise by the court. Except as otherwise provided in this Section, each such rights holder shall have the right to cast a total number of votes equal to the number of acre-feet of its Allowed Pumping Allocation (rounded to the next highest whole number). With the exception of voting for the seventh member, Parties shall be entitled to vote only for candidates within the category(ies) that represent that Party’s Allowed Pumping Allocation. For example, parties who are members of the Small Water Producers Group are entitled to vote only for the Small Water Producer Group member and the seventh member of the Water Rights Panel, and so on. Parties are not permitted to split votes. The results of such election shall be reported to the Court for confirmation of each member’s appointment to the Water Rights Panel of Watermaster. The elected members of the Water Rights Panel shall be those candidates receiving the highest vote total in their respective categories. The Water Rights Panel shall hold its first meeting within thirty (30) days of the date this Third Amended Judgment becomes final. The Water Rights Panel shall develop rules for its operation consistent with this Judgment. The Water Rights Panel shall take action, including the
election of its Chair, by majority vote of its members. Election of the Chair shall occur every two years, with no Party serving as Chair for consecutive terms. Members of the Water Rights Panel shall serve without compensation. All references to Annual Pumping Allocation, as used herein, are as determined by the last published Watermaster report.

(1) The Water Rights Panel shall have the following duties and responsibilities:

(a) **Enforcement of Adjudicated Rights.** As against the other bodies of Watermaster, the Water Rights Panel shall have exclusive authority to move the Court to take such action as may be necessary to enforce the terms of the Judgment with regard to the extraction of Allowed Pumping Allocation and the maintenance of adjudicated groundwater extraction rights as provided in this Judgment.

(b) **Requirement of Measuring Devices.** The Water Rights Panel shall require all parties owning or operating any facilities for the extraction of groundwater from Central Basin to install and maintain at all times in good working order at such party’s own expense, appropriate measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(c) **Inspections by Watermaster.** The Water Rights Panel may make inspections of groundwater production facilities, including aquifer storage and recovery facilities, and measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(d) **Reports.** Annually, the Water Rights Panel, in cooperation with the Administrative Body, shall report to the Court, concerning any or all of the following:

(i) Groundwater extractions
(ii) Exchange Pool operation

(iii) Status of the Regional Disadvantaged Community Incentive Program, if approved by the Court

(iv) Violations of this Judgment and corrective action taken or sought

(v) Change of ownership of Total Water Rights

(vi) Assessments made by the Water Rights Panel and any costs incurred

(vii) Whether the Water Rights Panel has become aware of the development of a Material Physical Harm, or imminent threat of the development of a Material Physical Harm, as required pursuant to Section IV(B) of this Judgment

(viii) Recommendations, if any.

As provided in Section II.A(3), the Water Rights Panel may adopt the annual report prepared by the Administrative Body, and submit the same to the Court, or the Water Rights Panel may prepare, adopt and submit to the Court a separate report. The Chair of the Water Rights Panel shall be responsible for reporting to the Court concerning adjudicated water rights issues in the Basin.

(2) Assessment. The Water Rights Panel shall assess holders of water rights within the Central Basin an annual amount not to exceed $1.00 per acre-foot of Allowed Pumping Allocation, by majority vote of the members of the Water Rights Panel. The body may assess a higher amount, subject to being overruled by Majority Protest. The assessment is intended to cover any costs associated with reporting responsibilities, any Judgment enforcement action, and the review of storage projects as a component of the “Storage Panel” as provided below. It is anticipated that this body will rely on the Administrative Body’s staff for the functions related to the Administrative Body’s responsibilities, but the
Water Rights Panel may engage its own staff if required in its reasonable judgment. Assessments will constitute a lien on the water right assessed, enforceable as provided in this Judgment.

(3) Rules. The Water Rights Panel may adopt and amend from time to time, at an open meeting of that Panel, rules consistent with this Judgment as may be reasonably necessary to carry out duties under the provisions of this Judgment within its particular area of responsibility. The Panel shall adopt its first set of rules and procedures within three (3) months following entry of this Third Amended Judgment. The rules shall be effective on such date after the mailing thereof to the Parties as is specified by the Panel, but not sooner than thirty (30) days after such mailing.

C. The Storage Panel.

The Storage Panel of the Central Basin Watermaster ("Storage Panel") shall be a bicameral body consisting of (i) the Water Rights Panel and (ii) the Board of Directors of WRD. Action by the Storage Panel shall require separate action by a majority of each of its constituent bodies. The Storage Panel shall have the duties and responsibilities specified with regard to the Provisions for the Storage and Extraction of Stored Groundwater as set forth in Part IV and the other provisions of this Judgment.

D. Use of Facilities and Data Collected by Other Governmental Agencies.

Where practicable, the three bodies constituting the Central Basin Watermaster should not duplicate the collection of data relative to conditions of the Central Basin which is then being collected by one or more governmental agencies, but where necessary each such body may collect supplemental data. Where it appears more economical to do so, the Watermaster and its constituent bodies are directed to use such facilities of other governmental agencies as are available to it under either no cost or cost agreements with respect to the receipt of reports, billings to parties, mailings to parties, and similar matters.

E. Appeal from Watermaster Decisions.
Appeals concerning the budget proposed by the Administrative Body shall be governed by Section II(A)(4) of this Judgment. Appeals concerning decisions by the Storage Panel shall be governed by Section IV(P) of this Judgment. With respect to all other objections by a Party to any action or decision by the Watermaster, such objections will be governed by this Section II(E). Any party interested therein who objects to any rule, determination, order or finding made by the Watermaster or any constituent body thereof, may object thereto in writing delivered to the Administrative Body within 30 days after the date the Watermaster, or any constituent body thereof, mails written notice of the making of such rule, determination, order or finding. Within 30 days after such delivery the Watermaster, or the affected constituent body thereof, shall consider said objection and shall amend or affirm his rule, determination, order or finding and shall give notice thereof to all parties. Any such party may file with the Court within 60 days from the date of said notice any objection to such rule, determination, order or finding of the Watermaster, or any constituent body thereof, and bring the same on for hearing before the Court at such time as the Court may direct, after first having served said objection upon all other parties. The Court may affirm, modify, amend or overrule any such rule, determination, order or finding of the Watermaster or its affected constituent body. Any objection under this paragraph shall not stay the rule, determination, order or finding of the Watermaster. However, the Court, by ex parte order, may provide for a stay thereof on application of any interested party on or after the date that any such party delivers to the Watermaster any written objection.

F. Effect of Non-Compliance by Watermaster With Time Provisions.

Failure of the Watermaster to perform any duty, power or responsibility set forth in this Judgment within the time limitation herein set forth shall not deprive the Watermaster or its applicable constituent body of authority to subsequently discharge such duty, power or responsibility, except to the extent that any such failure by the Watermaster may have rendered some otherwise required act by a party impossible.

G. Limitations on Administrative Body.
WRD shall not acquire Central Basin water rights, nor lease Central Basin water or water rights to or from any Party or third party. However, the foregoing shall (i) not be interpreted to restrict WRD’s ability or authority to acquire water from any source for purposes of Artificial or Natural Replenishment or for water quality activities, and (ii) not restrict WRD’s authority under California Water Code Section 60000 et seq. to develop reclaimed, recycled or remediated water for groundwater replenishment activities.

H. Regional Disadvantaged Communities Incentive Program.

The Water Rights Panel, acting through the General Manager of WRD, shall develop a Regional Disadvantaged Communities Incentive Program, pursuant to which a portion of the Community Storage Pool is reserved for the benefit of Disadvantaged Communities within the Central Basin. Nothing in this Judgment, nor the establishment of such a program, shall diminish the rights otherwise granted to Parties under this Judgment, including but not limited to the right to place water in storage in the Community Storage Pool. The Water Rights Panel shall meet within thirty (30) days of its formation to identify and consider potential third-party independent consultants who may be retained to design the program, including those recommended by the General Manager of WRD. The Water Rights Panel shall select a consultant within thirty (30) days thereafter. In the event the General Manager of WRD objects to the selected consultant, in writing, then the Water Rights Panel and the General Manager of WRD shall exchange a list of no more than two (2) consultants each for further consideration. If the Water Rights Panel and the General Manager of WRD are unable to agree to a consultant within an additional thirty (30) days, then the Chair of the Water Rights Panel shall file a request with the Court for an order appointing a consultant. Upon selection of a third-party independent consultant, whether through the Water Rights Panel process or the court process identified herein, the consultant shall design a detailed program and deliver it to the Water Rights Panel within ninety (90) days of the consultant’s retention. All costs associated with design of the program shall be paid for out of the Water Rights
Panel’s assessment, as provided in Section II.B(2). The Water Rights Panel shall present the program to the Court for its review and approval within one year of entry of this Third Amended Judgment. If approved by the Court, the Water Rights Panel, acting through the General Manager of WRD, shall be responsible for administration of the Regional Disadvantaged Communities Incentive Program, including insuring that any funds generated through the program benefit Disadvantaged Communities. Any Storage Project established pursuant to this Program shall have priority to use up to 23,000 acre-feet of Available Storage within the Community Storage Pool, as further provided in Section IV.E(2). Watermaster shall report to the Court concerning such program as a part of its annual report.

III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER REQUIREMENTS IN CENTRAL BASIN.

In order to provide flexibility to the injunction set forth in Part I of the Judgment, and to assist in a physical solution to meet water requirements in Central Basin, the injunction so set forth is subject to the following provisions.

A. Carryover of Portion of Allowed Pumping Allocation.

   (1) Amount of Carryover.

Each party adjudged to have a Total Water Right or water rights and who, during a particular Administrative Year, does not extract from Central Basin a total quantity equal to such party’s Allowed Pumping Allocation for the particular Administrative Year, less any allocated subscriptions by such party to the Exchange Pool, or plus any allocated requests by such party for purchase of Exchange Pool water, is permitted to carry over (the “One Year Carryover”) from such Administrative Year the right to extract from Central Basin in the next succeeding Administrative Year so much of said total quantity as it did not extract in the particular Administrative Year, not to exceed (i) the Applicable Percentage of such party’s Allowed Pumping Allocation for the particular Administrative

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Year, or 20 acre-feet, whichever of said percentage or 20 acre-feet is the larger, less (ii) the total quantity of water then held in that party’s combined Individual and Community Storage accounts, as hereinafter defined, but in no event less than 20% of the party’s Allowed Pumping Allocation for the particular Administrative Year. For purposes of this Section, the “Applicable Percentage” shall be as follows for the years indicated:

For the Administrative Year in which this Third Amended Judgment becomes final: 30%
For the next Administrative Year: 40%
For the next Administrative Year: 50%
For the next Administrative Year and years following: 60%

(2) Conversion of Carryover to Stored Water.

A party having Carryover may, from time to time, elect to convert all or part of such party’s Carryover to Stored Water as authorized herein (“Carryover Conversion”) upon payment of the Replenishment Assessment to WRD. Such Stored Water shall be assigned to that party’s Individual Storage Allocation, if available, and otherwise to the Community Storage Pool.

(3) Declared Water Emergency.

The Board of Directors of WRD may, from time to time, declare a water emergency upon a determination that conditions within the Central Basin relating to natural and imported water supplies are such that, without implementation of the Declared Water Emergency provisions of this subsection, the water resources of the Central Basin risk degradation. In making such declaration, the Board of Directors shall consider any information and requests provided by water producers, purveyors and other affected entities and shall, for that purpose, hold a public hearing in advance of such declaration. A Declared Water Emergency
shall extend to the end of the Administrative Year during which such resolution is
adopted, unless sooner ended by similar resolution.

(4) **Drought Carryover.**

Following the declaration of a Declared Water Emergency and until the
Declared Water Emergency ends either by expiration or by resolution of the
Board of Directors of WRD, each party adjudged to have a Total Water Right or
water rights and who, during a particular Administrative Year, does not extract
from Central Basin a total quantity equal to such party’s Allowed Pumping
Allocation for the particular Administrative Year, less any allocated subscriptions
by such party to the Exchange Pool, or plus any allocated requests by such party
for purchase of Exchange Pool water, is permitted to carry over (the “Drought
Carryover”) from such Administrative Year the right to extract from Central
Basin so much of said total quantity as it did not extract during the period of the
Declared Water Emergency, to the extent such quantity exceeds the One Year
Carryover, not to exceed an additional 35% of such party’s Allowed Pumping
Allocation, or additional 35 acre feet, whichever of said 35% or 35 acre feet is the
larger, less the amount of such party’s Stored Water. Carryover amounts shall
first be allocated to the One Year Carryover and any remaining carryover amount
for that year shall be allocated to the Drought Carryover.

(5) **Accumulated Drought Carryover.**

No further amounts shall be added to the Drought Carryover following the
end of the Declared Water Emergency, provided however that in the event
another Declared Water Emergency is declared, additional Drought Carryover
may be added, to the extent such additional Drought Carryover would not cause
the total Drought Carryover to exceed the limits set forth above. The Drought
Carryover shall be supplemental to and shall not affect any previous drought
carryover acquired by a party pursuant to previous order of the court.

B. **When Over-Extractions May be Permitted.**
(1) Underestimation of Requirements for Water.

Any party hereto without Stored Water, having an Allowed Pumping Allocation, and not in violation of any provision of this Judgment may extract in an Administrative Year an additional quantity of water not to exceed: (a) 20% of such party’s Allowed Pumping Allocation or 20 acre feet, whichever is greater, and (b) any amount in addition thereto which may be approved in advance by the Water Rights Panel of Watermaster.

(2) Reductions in Allowed Pumping Allocations in Succeeding Years to Compensate for Permissible Overextractions.

Any such party’s Allowed Pumping Allocation for the following Administrative Year shall be reduced by the amount over-extracted pursuant to paragraph 1 above, provided that if the Water Rights Panel determines that such reduction in the party’s Allowed Pumping Allocation in one Administrative Year will impose upon such a party an unreasonable hardship, the said reduction in said party’s Allowed Pumping Allocation shall be prorated over a period of five (5) Administrative Years succeeding that in which the excessive extractions by the party occurred. Application for such relief to the Water Rights Panel must be made not later than the 40th day after the end of the Administrative Year in which such excessive pumping occurred. The Water Rights Panel shall grant such relief if such over-extraction, or any portion thereof, occurred during a period of Declared Water Emergency.

(3) Reductions in Allowed Pumping Allocations for the Next Succeeding Administrative Year to Compensate for Overpumping.

Whenever, pursuant to Section III(B)(1), a party over-extracts in excess of such party’s Allowed Pumping Allocation plus that party’s available One-Year Carryover and any Stored Water held by that party, and such excess has not been approved in advance by the Water Rights Panel, then such party’s Allowed Pumping Allocation for the following Administrative Year shall be reduced by an

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amount equivalent to its total over-extractions in the particular Administrative Year in which it occurred.

(4) Reports of Certain Over-extractions to the Court.

Whenever a party over-extracts in excess of 20% of such party’s Allowed Pumping Allocation for the particular Administrative Year plus that party’s available One-Year Carryover and any Stored Water held by that party, without having obtained prior approval of the Water Rights Panel, such shall constitute a violation of the Judgment and the Water Rights Panel shall make a written report to the Court for such action as the Court may deem necessary. Such party shall be subject to such injunctive and other processes and action as the Court might otherwise take with regard to any other violation of such Judgment.

(5) Effect of Over-extractions on Rights.

Any party who over-extracts from Central Basin in any Administrative Year shall not acquire any additional rights by reason of such over-extractions; nor shall any required reductions in extractions during any subsequent years reduce the Total Water Right or water rights of any party to the extent said over-extractions are in compliance with paragraph 1 above.


Plaintiff WRD overlies Central Basin and engages in activities of replenishing the groundwaters thereof. Plaintiff by resolution has appropriated for use during emergencies the quantity of 17,000 acre feet of imported and reclaimed water replenished by it into Central Basin, and pursuant to such resolution Plaintiff reserves the right to use or cause the use of such quantity during such emergency periods for the benefit of Water Purveyors.

(a) Notwithstanding any other provision of this Judgment, parties who are Water Purveyors (including successors in interest) are authorized to enter into agreements with Plaintiff for extraction of a
portion of Plaintiff's 17,000 acre-feet of appropriated water, in excess of their respective Allowed Pumping Allocations for the particular Administrative Year when the following conditions are met:

(i) Plaintiff is in receipt of a resolution of the Board of Directors of the Metropolitan Water District of Southern California ("MWD") that there is an actual or immediately threatened temporary shortage of MWD's imported water supply compared to MWD's needs, or a temporary inability to deliver MWD's imported water supply throughout its area, which will be alleviated by overpumping from Central Basin.

(ii) The Board of Directors of both Plaintiff and Central Basin Municipal Water District by resolutions concur in the resolution of MWD's Board of Directors, and the Board of Directors of Plaintiff finds in its resolution that the average minimum elevation of water surface among those wells in the Montebello Forebay of the Central Basin designated as Los Angeles County Flood Control District Wells Nos. 1601T, 1564P, 1615P, and 1626L, is at least 43.7 feet above sea level. This computation shall be based upon the most recent "static readings" taken, which shall have been taken not more than four weeks prior. Should any of the wells designated above become destroyed or otherwise be in a condition so that readings cannot be made, or should the owner prevent their use for such readings, the Board of Directors of the Plaintiff may, upon appropriate engineering recommendation, substitute such other well or wells as it
may deem appropriate.

(iii) In said resolution, Plaintiff's Board of Directors sets a public hearing, and notice of the time, place and date thereof (which may be continued from time to time without further notice) is given by First Class Mail to the current designees of the Parties, filed and served in accordance with Section VI(C) of this Judgment. Said notice shall be mailed at least five (5) days before the scheduled hearing date.

(iv) At said public hearing, parties (including successors in interest) are given full opportunity to be heard, and at the conclusion thereof the Board of Directors of Plaintiff by resolution decides to proceed with agreements under this Section III(B)(6).

(b) All such agreements shall be subject to the following requirements, and such others as Plaintiff's Board of Directors shall require:

(i) They shall be of uniform content except as to quantity involved, and any special provisions considered necessary or desirable with respect to local hydrological conditions or good hydrologic practice.

(ii) They shall be offered to all Water Purveyors, excepting those which Plaintiff's Board of Directors determines should not overpump because such overpumping would occur in undesirable proximity to a sea water barrier project designed to forestall sea water intrusion, or within or in undesirable proximity to an area within Central Basin wherein groundwater levels are at an
elevation where overpumping is under all the circumstances then undesirable.

(iii) The maximum terms for the agreements shall be four (4) months, which agreements shall commence on the same date and end on the same date (and which may be executed at any time within the four-month period), unless an extension thereof is authorized by the Court, under Part V of this Judgment.

(iv) They shall contain provisions requiring that the Water Purveyor executing the agreement pay to the Plaintiff a price in addition to the applicable replenishment assessment determined on the following formula. The normal price per acre-foot of Central Basin Municipal Water District's (CBMWD) treated domestic and municipal water, as "normal" price of such category of water is defined in Section III(C)(10) (price to be paid for Exchange Pool Water) as of the beginning of the contract term less the deductions set forth in said paragraph 10 for the Administrative Year in which the contract term commences. The agreement shall provide for adjustments in the first of said components for any proportional period of the contract term during which the CBMWD said normal price is changed, and if the agreement straddles two administrative years, the said deductions shall be adjusted for any proportionate period of the contract term in which the amount thereof or of either subcomponent changes for purposes of said paragraph 10. Any price for a partial acre-foot shall be computed pro rata. Payments shall be due and
payable on the principle that over extractions under the agreement are of the last water pumped in the Administrative Year, and shall be payable as the agreement shall provide.

(v) They shall contain provisions that: (1) All of such agreements (but not less than all) shall be subject to termination by Plaintiff if, in the Judgment of Plaintiff’s Board of Directors, the conditions or threatened conditions upon which they were based have abated to the extent over extractions are no longer considered necessary; and (2) that any individual agreement or agreements may be terminated if the Plaintiff’s Board of Directors finds that adverse hydrologic circumstances have developed as a result of over extractions by any Water Purveyor(s) which have executed said agreements, or for any other reason that Plaintiff’s Board of Directors finds good and sufficient.

(c) Other matters applicable to such agreements and overpumping thereunder are as follows, without need for express provisions in the agreements;

(i) The quantity of overpumping permitted shall be additional to that which the Water Purveyor could otherwise overpump under this Judgment.

(ii) The total quantity of permitted overpumping under all said agreements during said four months shall not exceed seventeen thousand (17,000) acre feet, but the individual Water Purveyor shall not be responsible or affected by any violation of this requirement. That total is additional to over extractions otherwise permitted under
this Judgment.

(iii) Only one four month period may be utilized by Plaintiff in entering into such agreements, as to any one emergency or continuation thereof declared by MWD’s Board of Directors under Section III(B)(6)(a).

(iv) If any party claims it is being damaged or threatened with damage by the over extractions by any party to such an agreement, the first party or the Water Rights Panel may seek appropriate action of the Court for termination of any such agreement upon notice of hearing to the party complaining, to the party to said agreement, to the plaintiff, and to any parties who have filed a request for special notice. Any termination shall not affect the obligation of the party to make payments under the agreement for over extractions which did occur thereunder.

(v) Plaintiff shall maintain separate accounting of the proceeds from payments made pursuant to agreements entered into under this Part. Said fund shall be utilized solely for purposes of replenishment in replacement of waters in Central Basin and West Basin. Plaintiff shall as soon as practicable cause replenishment in Central Basin by the amounts to be overproduced pursuant to this Paragraph 6, whether through spreading, injection, or in lieu agreements.

(vi) Over extractions pursuant to the agreements shall not be subject to the “make up” provisions of the Judgment as amended, provided that if any party fails to make payments as required by the agreement, Plaintiff may
require such “make up” under Section III(B)(3) of this Judgment.

(vii) A Water Purveyor under any such agreement may, and is encouraged to enter into appropriate arrangements with customers who have water rights in Central Basin under or pursuant to this Judgment whereby the Water Purveyor will be assisted in meeting the objectives of the agreement.

(7) Exemption for Extractors of Contaminated Groundwater.

Any party herein may petition WRD for a Non-consumptive Water Use Permit as part of a project to remedy or ameliorate groundwater contamination. If the petition is granted as set forth in this paragraph, the petitioner may extract the groundwater as permitted hereinafter, without the production counting against the petitioner’s production rights.

(a) If the Board of WRD determines by Resolution that there is a problem of groundwater contamination that a proposed program will remedy or ameliorate, an operator may make extractions of groundwater to remedy or ameliorate that problem without the production counting against the petitioner’s production rights if the water is not applied to beneficial surface use, its extractions are made in compliance with all the terms and conditions of the Board Resolution, and the Board has determined in the Resolution either of the following:

(i) The groundwater to be extracted is unusable and cannot be economically treated or blended for use with other water.

(ii) The proposed program involves extraction of usable water in the same quantity as will be returned to the
underground without degradation of quality.

(b) The Resolution may provide those terms and conditions the Board deems appropriate, including, but not limited to, restrictions on the quantity of the extractions to be so exempted, limitations on time, periodic reviews, requirement of submission of test results from a Board-approved laboratory, and any other relevant terms or conditions.

(c) Upon written notice to the operator involved, the Board may rescind or modify its Resolution. The rescission or modification of the Resolution shall apply to groundwater extractions occurring more than ten (10) days after the rescission or modification. Notice of rescission or modification shall be either mailed first class mail, postage prepaid, at least two weeks prior to the meeting of the Board at which the rescission or modification will be made to the address of record of the operator or personally delivered two weeks prior to the meeting.

(d) The Board’s decision to grant, deny, modify or revoke a permit or to interrupt or stop a permitted project may be appealed to this court within thirty days of the notice thereof to the applicant and upon thirty days’ notice to the designees of all parties herein.

(e) WRD shall monitor and periodically inspect the project for compliance with the terms and conditions for any permit issued pursuant to these provisions.

(f) No party shall recover costs from any other party herein in connection with determinations made with respect to this Part.

(8) “Call” on Carryover Converted to Stored Water.

Where any Party has elected, as permitted by Section III(A)(2), to convert Carryover to Stored Water, any other Party which has not, within the previous ten (10) years, been granted approval to extract Carryover Conversion under this
Section III(B)(8) more than five (5) times, may apply to the Storage Panel for the right to extract all or a portion of that Carryover Conversion in the year such Conversion occurs. The Storage Panel shall grant such request, providing there is no Material Physical Harm, if it determines that leased groundwater to meet the applicant’s needs within the Basin cannot be obtained for less than forty-five percent (45%) of MWD’s Imported Water rate for delivery of untreated water to the Central Basin spreading facilities (which rate is presently MWD’s “Full Service Untreated Volumetric Cost, Tier 1”), and that the applicant will fully extract its Allowed Pumping Allocation, Carryover, and Stored Water, if any, in addition to its permitted overextraction under Section III(B)(1), prior to accessing such Carryover Conversion.

Upon such approval, the applicant may thereafter extract such water as provided herein. A Party so extracting groundwater shall fully restore such extracted water (either through under-extraction of its rights or through importing water) during the five-year period following the Year in which the extraction under this Section occurs. Otherwise, the extracting Party shall pay to the Watermaster an amount equal to 100% of MWD’s Imported Water rate for purchase and delivery of untreated water to the Central Basin spreading facilities (which rate is presently MWD’s “Full Service Untreated Volumetric Cost, Tier 1”) whether or not such water is available that year, for the year during which is the fifth anniversary of the year during which such Carryover Conversion extraction occurs, multiplied by the amount of Carryover Conversion so extracted and not restored during such five-year period. Payment shall be made within thirty (30) days of demand by Watermaster. No Replenishment Assessment shall be due on Carryover Conversion so extracted. However, the Party must deposit with the Watermaster an amount equal to the Replenishment Assessment that would otherwise be imposed by WRD upon such extraction. If the party restores the water within the 5-year repayment period, then the Watermaster shall
promptly return the deposit to the Party, without interest. If the Party does not restore the water within the 5-year repayment period, the deposit shall be credited towards the Party’s obligation to pay 100% of MWD’s Imported Water rate as required herein.

Should there be multiple requests to so extract Carryover Conversion in the same year, the Storage Panel shall allocate such extraction right such that each requesting party may extract a pro rata portion of the available Carryover Conversion for that year. No party may extract in excess of 2,500 acre feet of groundwater pursuant to this Section III(B)(8) in a single Year. Amounts paid to Watermaster hereunder shall be used by WRD solely for purchase of water for replenishment in the Basin. Watermaster, through the Storage Panel, shall give reasonable notice to the Parties of any application to so extract Carryover Conversion in such manner as the Storage Panel shall determine, including, without limitation, notice by electronic mail or by website posting, at least ten (10) days prior to consideration of any such application.


(1) Definitions.

For purposes of these Exchange Pool provisions, the following words and terms have the following meanings:

(a) “Exchange Pool” is the arrangement hereinafter set forth whereby certain of the parties, (“Exchangees”) may, notwithstanding the other provisions of the Judgment, extract additional water from Central Basin to meet their needs, and certain other of the parties (“Exchangors”), reduce their extractions below their Allowed Pumping Allocations in order to permit such additional extractions by others.

(b) “Exchangor” is one who offers, voluntarily or otherwise, pursuant to subsequent provisions, to reduce its extractions below its Allowed Pumping Allocation in order to permit such additional
extractions by others.

(c) "Exchangee" is one who requests permission to extract additional water from Central Basin.

(d) "Undue hardship" means unusual and severe economic or operational hardship, other than that arising (i) by reason of any differential in quality that might exist between water extracted from Central Basin and water available for importation or (ii) by reason of any difference in cost to a party in subscribing to the Exchange Pool and reducing its extractions of water from Central Basin in an equivalent amount as opposed to extracting any such quantity itself.

(2) Parties Who May Purchase Water Through the Exchange Pool.

Any party not having existing facilities for the taking of imported water as of the beginning of any Administrative Year, and any party having such facilities as of the beginning of any Administrative Year who is unable, without undue hardship, to obtain, take, and put to beneficial use, through its distribution system or systems existing as of the beginning of the particular Administrative Year, imported water in a quantity which, when added to its Allowed Pumping Allocation for that particular Administrative Year, will meet its estimated needs for that particular Administrative Year, may purchase water from the Exchange Pool, subject to the limitations contained in this Section III(C) (Subpart "C" hereinafter).

(3) Procedure for Purchasing Exchange Pool Water.

Not later than the 40th day following the commencement of each Administrative Year, each such party desiring to purchase water from the Exchange Pool shall file with the Watermaster a request to so purchase, setting forth the amount of water in acre feet that such party estimates that it will require during the then current Administrative Year in excess of the total of:

(a) Its Allowed Pumping Allocation for that particular
Administrative Year; and

(b) The imported water, if any, which it estimates it will be able, without undue hardship, to obtain, take and put to beneficial use, through its distribution system or systems existing as of the beginning of that particular Administrative Year.

Any party who as of the beginning of any Administrative Year has existing facilities for the taking of imported water and who makes a request to purchase from the Exchange Pool must provide with such request substantiating data and other proof which, together with any further data and other proof requested by the Water Rights Panel, establishes that such party is unable without undue hardship, to obtain, take and put to beneficial use through its said distribution system or systems a sufficient quantity of imported water which, when added to its said Allowed Pumping Allocation for the particular Administrative Year, will meet its estimated needs. As to any such party, the Water Rights Panel shall make a determination whether the party has so established such inability, which determination shall be subject to review by the court under the procedure set forth in Part II of this Judgment. Any party making a request to purchase from the Exchange Pool shall either furnish such substantiating data and other proof, or a statement that such party had no existing facilities for the taking of imported water as of the beginning of that Administrative Year, and in either event a statement of the basis for the quantity requested to be purchased.

(4) Subscriptions to Exchange Pool.

(a) Required Subscription. Each party having existing facilities for the taking of imported water as of the beginning of any Administrative Year hereby subscribed to the Exchange Pool for purposes of meeting Category (a) requests thereon, as more particularly defined in paragraph 5 of this Subpart C, twenty percent
(20%) of its Allowed Pumping Allocation, or the quantity of imported water which it is able, without undue hardship, to obtain, take and put to beneficial use through its distribution system or systems existing as of the beginning of the particular Administrative Year in addition to such party’s own estimated needs for imported water during that Administrative Year, whichever is the lesser. A party’s subscription under this subparagraph (a) and subparagraph (b) of this paragraph 4 is sometimes hereinafter referred to as a “required subscription.”

(b) Report to Watermaster Water Rights Panel by Parties with Connections and Unable to Subscribe 20%. Any party having existing facilities for the taking of imported water and estimating that it will be unable, without undue hardship, in that Administrative Year to obtain, take and put to beneficial use through its distribution system or systems existing as of the beginning of that Administrative Year, sufficient imported water to further reduce its extractions from the Central Basin by twenty percent (20%) of its Allowed Pumping Allocation for purposes of providing water to the Exchange Pool must furnish not later than the 40th day following the commencement of such Administrative Year substantiating data and other proof which, together with any further data and other proof requested by the Water Rights Panel, establishes said inability or such party shall be deemed to have subscribed twenty percent (20%) of its Allowed Pumping Allocation for the purpose of providing water to the Exchange Pool. As to any such party so contending such inability, the Water Rights Panel shall make a determination whether the party has so established such inability, which determination shall be subject to review by the Court under the procedure set forth in Part II of this Judgment.

(c) Voluntary Subscriptions. Any party, whether or not having
facilities for the taking of imported water, who desires to subscribe to the Exchange Pool a quantity or further quantity of its Allowed Pumping Allocation, may so notify the Water Rights Panel in writing of the quantity of such offer on or prior to the 40th day following the commencement of the particular Administrative Year. Such subscriptions are referred to hereinafter as “voluntary subscriptions.” Any Exchangor who desires that any part of its otherwise required subscription not needed to fill Category (a) requests shall be available for Category (b) requests may so notify the Water Rights Panel in writing on or prior to said 40th day. If all of that Exchangor’s otherwise required subscription is not needed in order to fill Category (a) requests, the remainder of such required subscription not so used, or such part thereof as such Exchangor may designate, shall be deemed to be a voluntary subscription.


(a) Categories of Requests. Two categories of Exchange Pool requests are established as follows:

(i) Category (a) requests. The quantity requested by each Exchangee, whether or not that Exchangee has an Allowed Pumping Allocation, which quantity is not in excess of 150% of its Allowed Pumping Allocation, if any, or 100 acre feet, whichever is greater. Requests or portions thereof within the above criteria are sometimes hereinafter referred to as “Category (a) requests.”

(ii) Category (b) requests. The quantity requested by each Exchangee having an Allowed Pumping Allocation to the extent the request is in excess of 150% of that Allowed

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Pumping Allocation or 100 acre feet, whichever is greater, and the quantity requested by each Exchangee having no Allowed Pumping Allocation to the extent the request is in excess of 100 acre feet. Portions of requests within the above criteria are sometimes hereinafter referred to as “Category (b) requests.”

(b) Filling of Category (a) Requests. All Exchange Pool subscriptions, required and voluntary, shall be available to fill Category (a) requests. Category (a) requests shall be filled first from voluntary subscriptions, and if voluntary subscriptions should be insufficient to fill all Category (a) requests required subscriptions shall be then utilized to fill Category (a) requests. All Category (a) requests shall be first filled before any Category (b) requests are filled.

(c) Filling of Category (b) Requests. To the extent that voluntary subscriptions have not been utilized in filling Category (a) requests, Category (b) requests shall be filled only out of any remaining voluntary subscriptions. Required subscriptions will then be utilized for the filling of any remaining Category (b) requests.

(d) Allocation of Requests to Subscriptions When Available Subscriptions Exceed Requests. In the event the quantity of subscriptions available for any category of requests exceeds those requests in that category, or exceeds the remainder of those requests in that category, such requests shall be filled out of such subscriptions proportionately in relation to the quantity of each subscription.

(e) Allocation of Subscriptions to Category (b) Requests in the Event of Shortage of Subscriptions. In the event available subscriptions are insufficient to meet Category (b) requests, available subscriptions shall be allocated to each request in the proportion that

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the particular request bears to the total requests of the particular category.

(6) **Additional Voluntary Subscriptions.**

If subscriptions available to meet the requests of Exchangees are insufficient to meet all requests, additional voluntary subscriptions may be solicited and received from parties by the Water Rights Panel. Such additional subscriptions shall be allocated first to Category (a) requests to the extent unfilled, and next to Category (b) requests to the extent unfilled. All allocations are to be otherwise in the same manner as earlier provided in paragraph 5 (a) through 5 (e) inclusive.

(7) **Effect if Category (a) Requests Exceed Available Subscriptions, Both Required and Voluntary.**

In the event that the quantity of subscriptions available to fill Category (a) requests is less than the total quantity of such requests, the Exchangees may, nonetheless, extract the full amount of their Category (a) requests otherwise approved by the Water Rights Panel as if sufficient subscriptions were available. The amounts received by the Water Rights Panel on account of that portion of the approved requests in excess of the total quantities available from Exchangors shall be paid by the Water Rights Panel to WRD in trust for the purpose of purchasing imported water and spreading the same in Central Basin for replenishment thereof. Thereafter WRD may, at any time, withdraw said funds or any part thereof so credited in trust for the aforesaid purpose, or may by the 40th day of any Administrative Year utilize all or any portion of said funds for the purchase of water available from subscriptions by Exchangors in the event the total quantity of such subscriptions exceeds the total quantity of approved requests by parties to purchase Exchange Pool water. To the extent that there is such an excess of available subscriptions over requests and to the extent that the existing credit in favor of WRD is sufficient to purchase such excess quantity at
the price established for Exchange Pool purchases during that Administrative Year, the money shall be paid to the Exchangors in the same manner as if another party had made such purchase as an Exchangee. WRD shall not extract any such Exchange Pool water so purchased.

(8) Additional Pumping by Exchangees Pursuant to Exchange Pool Provisions.

An Exchangee may extract from Central Basin in addition to its Allowed Pumping Allocation for a particular Administrative Year that quantity of water which it has requested to purchase from the Exchange Pool during that Administrative Year and which has been allocated to it pursuant to the provisions of paragraphs 5, 6 and 7. The first pumping by an Exchangee in any Administrative Year shall be deemed to be pumping of the party’s allocation of Exchange Pool water.

(9) Reduction in Pumping by Exchangors.

Each Exchangor shall in each Administrative Year reduce its extractions of water from Central Basin below its Allowed Pumping Allocation for the particular year in a quantity equal to the quantity of Exchange Pool requests allocated to it pursuant to the provisions of paragraphs 4, 5, 6 and 7 of this Subpart C.

(10) Price to be Paid for Exchange Pool Water.

The price to be paid by Exchangees and to be paid to Exchangors per acre foot for required and voluntary subscriptions of Exchangors utilized to fill requests on the Exchange Pool by Exchangees shall be the dollar amount computed as follows by the Water Rights Panel for each Administrative Year. The “normal” price as of the beginning of the Administrative Year charged by Central Basin Municipal Water District (CBMWD) for treated MWD (Metropolitan Water District of Southern California) water used for domestic and municipal purposes shall be determined, and if on that date there are any changes

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scheduled during that Administrative Year in CBMWD's "normal" price for such category of water, the weighted daily "normal" CBMWD price shall be determined and used in lieu of the beginning such price; and there shall be deducted from such beginning or weighted price, as the case may be, the "incremental cost of pumping water in Central Basin" at the beginning of the Administrative Year and any then current rate or rates, of assessments levied on the pumping of groundwater in Central Basin by Plaintiff District and any other governmental agency. The "normal" price charged by CBMWD shall be the highest price of CBMWD for normal service excluding any surcharge or higher rate for emergency deliveries or otherwise failing to comply with CBMWD rates and regulations relating to earlier deliveries. The "incremental cost of pumping water in Central Basin" as of the beginning of the Administrative Year shall be deemed to be the Southern California Edison Company Schedule No. PA-1 rate per kilowatt-hour, including all adjustments and all uniform authorized additions to the basic rate, multiplied by 560 kilowatt-hours per acre-foot, rounded to the nearest dollar (which number of kilowatt-hours has been determined to represent the average energy consumption to pump an acre-foot of water in Central Basin). In applying said PA-1 rate the charge per kilowatt-hour under the schedule shall be employed and if there are any rate blocks then the last rate block shall be employed. Should a change occur in Edison schedule designations, the Water Rights Panel shall employ that applicable to motors used for pumping water by municipal utilities.

(11) Carry-over of Exchange Pool Purchases by Exchangees.

An Exchangee who does not extract from Central Basin in a particular Administrative Year a quantity of water equal to the total of (a) its Allowed Pumping Allocation for that particular Administrative Year, reduced by any authorized amount of carryover into the next succeeding Administrative Year pursuant to the provisions of Section III(A) of this Judgment, and (b) the quantity
that it purchased from the Exchange Pool for that particular Administrative Year, may carry over into the next succeeding Administrative Year the right to extract from Central Basin a quantity equal to the difference between said total and the quantity actually extracted in that Administrative Year, but not exceeding the quantity purchased from the Exchange Pool for that Administrative Year. Any such carryover shall be in addition to that provided in said Section III(A).

If the "Basinwide Average Exchange Pool Price" in the next succeeding Administrative Year exceeds the "Exchange Pool Price" in the previous Administrative Year any such Exchangee exercising such carryover rights hereinabove provided shall pay to the Watermaster, forthwith upon the determination of the "Exchange Pool Price" in said succeeding Administrative Year, and as a condition to such carryover rights, an additional amount determined by multiplying the number of acre feet of carryover by the difference in "Exchange Pool Price" as between the two Administrative Years. Such additional payment shall be miscellaneous income to the Watermaster which shall be applied by it against that share of the Watermaster’s Administrative Body’s budget to be paid by the parties to this Agreement for the second Administrative Year succeeding that in which the Exchange Pool water was so purchased. For purposes of this paragraph, the term Basinwide Average Exchange Pool Price means the average price per acre foot paid for Exchange Pool water produced within the Central Basin during the year for which such determination is to be made, taking into account all Exchange Pool transactions consummated during that year.


Not later than the 65th day after the commencement of each Administrative Year, the Administrative Body of Watermaster shall determine
and notify all Exchangors and Exchangees of the total of the allocated requests for
Exchange Pool water and shall provide a schedule divided into categories of
requests showing the quantity allocated to each Exchangee and a schedule of the
allocation of the total Exchange Pool requirements among the Exchangors. Such
notification shall also advise Exchangors and Exchangees of the prices to be paid
to Exchangors for subscriptions utilized and the Exchange Pool Price for that
Administrative Year as determined by the Water Rights Panel. The
determinations of the Watermaster in this regard shall be subject to review by the
Court in accordance with the procedure set forth in Part II of this Judgment.

(13) Payment by Exchangees.

Each Exchangee shall, on or prior to last day of the third month of each
Administrative Year, pay to the Watermaster one-quarter of said price per acre­
foot multiplied by the number of acre feet of such party’s approved request and
shall, on or before the last day of each of the next succeeding three months, pay a
like sum to the Watermaster. Such amounts must be paid by each Exchangee
regardless of whether or not it in fact extracts or uses any of the water it has
requested to purchase from the Exchange Pool.

(14) Payments to Exchangors.

As soon as possible after receipt of moneys from Exchangees, the
Watermaster shall remit to the Exchangors their pro rata portions of the amount so
received in accordance with the provisions of paragraph 10 above.

(15) Delinquent Payments.

Any amounts not paid on or prior to any due date above shall carry interest
at the rate of 1% per month or any part of a month. Any amounts required to be
so paid may be enforced by the equitable powers of the Court, including, but not
limited to, the injunctive process of the Court. In addition thereto, the
Watermaster, as Trustee for the Exchangors and acting through the Water Rights
Panel, may enforce such payment by any appropriate legal action, and shall be

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entitled to recover as additional damages reasonable attorneys’ fees incurred in
collection therewith. If any Exchangee shall fail to make any payments required
of it on or before 30 days after the last payment is due, including any accrued
interest, said party shall thenceforth not be entitled to purchase water from the
Exchange Pool in any succeeding Administrative Year except upon order of the
Court, upon such conditions as the Court may impose.

IV. PROVISIONS FOR THE STORAGE OF WATER AND THE EXTRACTION
OF STORED WATER

A. Adjudication of Available Dewatered Space, Storage Capacity and
   Storage Apportionment.

   There exists within the Basin a substantial amount of available space which has
   not been optimally utilized for basin management and for storage of native and imported
   waters. The Court finds and determines that (i) there is 330,000 acre feet of Available
   Dewatered Space in the Basin; (ii) use of this Available Dewatered Space will increase
   reasonable and beneficial use of the Basin by permitting the more efficient procurement
   and management of Replenishment Water, conjunctive use, and for direct and in-lieu
   recharge, thereby increasing the prudent storage and recovery of Stored Water for later
   use by parties to this Judgment, conservation of water and reliability of the water supply
   available to all Parties; and (iii) use of the Available Dewatered Space pursuant to the
   terms and conditions of this Judgment will not result in Material Physical Harm.

B. Avoidance of Material Physical Harm.

   It is essential that the use of the Available Dewatered Space be undertaken for the
greatest public benefit pursuant to uniform, certain, and transparent regulation that
encourages the conservation of water and reliability of the water supply, avoids Material
Physical Harm, and promotes the reasonable and beneficial use of water. Accordingly,
in the event Watermaster becomes aware of the development of a Material Physical
Harm, or imminent threat of the development of a Material Physical Harm, relating to the

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use of the Available Dewatered Space, Watermaster shall, within thirty (30) days thereafter, notice a hearing before the Court and concurrently file a report with the Court, served on all parties, which shall explain the relevant facts then known to Watermaster relating to the Material Physical Harm, or imminent threat thereof, including without limitation, the location of the occurrence, the source or cause, existing and potential physical impacts or consequences of the identified or threatened material Physical Harm, and any recommendations to remediate the identified or threatened Material Physical Harm.

C. **Apportionment of Available Dewatered Space.**

To fairly balance the needs of the divergent interests of parties having water rights in the Basin, on the one hand, and the replenishment functions of WRD on the other hand, and in consideration of the shared desire and public purpose of removing impediments to the voluntary conservation, storage, exchange and transfer of water, all of the Available Dewatered Space is hereby adjudicated and apportioned into complimentary classifications of Stored Water and a Basin Operating Reserve as set forth in this Part IV. The apportionment contemplates flexible administration of storage capacity where use is apportioned among competing needs, while allowing all Available Dewatered Space to be used from time to time on a “space available” basis, subject to the priorities specified in this Judgment, and as further defined in Section IV(I) of this Judgment. The Court further finds and determines that, of the Available Dewatered Space, there is 220,000 acre-feet of storage capacity in the Central Basin which is presently available (“Adjudicated Storage Capacity”). The use of Adjudicated Storage Capacity as provided in this Judgment will not adversely affect the efficient operation of the Basin or the recharge of water necessary for the production of the parties’ respective Allowed Pumping Allocations. The apportionment of Adjudicated Storage Capacity as provided herein will allow for flexible administration of groundwater storage within the Basin. The Adjudicated Storage Capacity is hereby assigned to Individual Storage Allocations and Community Storage as provided herein, provided however that if all
space in a particular classification is fully occupied then, on a “space available” basis, to available space within the other classifications of Adjudicated Storage Capacity and, only then, to available space within Basin Operating Reserve.

The Court further finds and determines that, out of the Available Dewatered Space, there is 110,000 acre feet that should be set aside for use by WRD as a Basin Operating Reserve, provided in Section IV(L), and subject to temporary occupancy by Stored Water as permitted hereunder.

No storage of water shall occur in the Basin except in conformity with this Judgment.

D. **Individual Storage Allocation.**

Each Party having an adjudicated groundwater extraction right hereunder shall have a priority right to store water in an Individual Storage Account, through conversion of Carryover to Stored Water as provided herein, or by any means authorized by this Judgment, up to a maximum of 50% of such party’s Allowed Pumping Allocation. The cumulative quantity of Adjudicated Storage Capacity subject to individual storage allocation is 108,750 acre-feet. In recognition of prior importation of water which was introduced into the Basin as Stored Water, and which has not yet been extracted, the Court finds and determines that, as of the date of this Order, the following Parties have occupied a portion of their respective Individual Storage Allocations and have all associated rights therein, as follows:

- City of Long Beach: 13,076.8 acre-feet
- City of Lakewood: 500 acre-feet
- City of Downey: 500 acre-feet
- City of Cerritos: 500 acre-feet

E. **Community Storage; Regional Disadvantaged Communities Incentive Program.**

In addition to Individual Storage Allocation, a Party that has fully occupied its Individual Storage allocation may, on a first in time, first in right basis (subject to the
limits expressed below) place water into storage in the “Community Storage Pool.” The cumulative quantity of Adjudicated Storage Capacity allocated to Community Storage shall be 111,250 acre-feet. So long as there is available capacity in the Community Storage Pool, any Party may store water in the Community Storage Pool through conversion of Carryover to Stored Water as provided herein, or by any other means authorized by this Judgment, provided such Party has first fully occupied that party’s available Individual Storage Allocation.

(1) Parties to this Judgment which, as of January 1, 2013, held Allowed Pumping Allocation of not greater than 5,000 acre-feet shall have a first priority right to occupy, in the aggregate, up to 10,000 acre-feet of storage space within the Central Basin Community Storage Pool, on the basis of first in time, first in right.

(2) Water stored pursuant to the Regional Disadvantaged Communities Incentive Program shall have a second priority right to occupy up to 23,000 acre-feet within the Community Storage Pool, on such terms as shall be determined by the Court.

(3) Any further storage in excess of the maximum quantity of Community Storage will be on a “space-available” interim basis. From time to time, and on a “space-available” basis, the total quantity of water available for storage is permitted to exceed Adjudicated Storage Capacity for the Community Storage Pool on an interim basis. This interim storage may occur if storage capacity exists as a result of unused Adjudicated Storage Capacity within other classifications, or available space exists in the Basin Operating Reserve. Such interim storage, however, is subject to priority rights to such Dewatered Space as provided in this Judgment. A party that seeks to convert the water temporarily held in interim storage to a more firm right, may contract for the use of another party’s Individual Storage Allocation, or may add such water to the Community Storage Pool once space therein becomes available.
(4) After a party occupies available storage capacity within the Community Storage Pool and then withdraws water from the Community Storage Pool, the storing party will be allowed a period of twenty-four (24) months to refill the evacuated storage before the capacity will be determined excess and available for use by other parties. Once the Basin’s Community Storage Pool has been filled for the first time, a party may exercise its twenty-four (24) month refill priority only once, and then only provided there is then capacity available to permit that party to refill the vacated space. Except to the extent Community Storage space may be subject to such priority right to re-fill, all space therein shall be occupied on a first in time, first in right basis.

(5) A party that has occupied storage in the Community Storage Pool for ten (10) consecutive years shall be deemed to extract its Stored Water first in subsequent years (notwithstanding the order of water production set forth in Section I(B)(3)) until its entire Community Storage account has been extracted, but thereafter may again make use of Community Storage on the same terms available to other parties on a first in time, first in right, space-available basis.

(6) Any quantity of water held in the Community Storage Pool for a term greater than ten (10) consecutive years shall be assessed an annual water loss equal to 5% of the lowest quantity of water held within the party’s Community Storage Pool account at any time during the immediately preceding ten-year period. The lowest quantity means the smallest amount of water held by the Party in the Community Storage Pool during any of the preceding ten (10) years, with a new loss calculation being undertaken every year. Water subject to the loss assessment will be deemed dedicated to the Basin Operating Reserve in furtherance of the physical solution without compensation. Water lost to the Basin shall constitute water replenished into the Central Basin for the benefit of all parties.

F. Limit on Storage.
Irrespective of the category of storage utilized, each party to this Judgment may not cumulatively have in storage at any time Stored Water totaling more than two hundred percent (200%) of that party’s Allowed Pumping Allocation. Subject to the foregoing, the right to produce Stored Water may be freely transferred to another party to this Judgment, or as otherwise permitted herein.

G. Extractions of Stored Water; Exemption from Replenishment Assessment.

The Court finds and declares that the extraction of Stored Water as permitted hereunder does not constitute “production of groundwater” within the meaning of Water Code Section 60317 and that no Replenishment Assessment shall be levied on the extraction of Stored Water. WRD has stipulated to the same. This determination reflects the practical application of certain provisions of this Judgment concerning storage of water, including, without limitation, understanding the following: (1) payment of the Replenishment Assessment is required upon the conversion of Carryover Water into storage, and; (2) developed water introduced into the Basin for storage by or on behalf of a Party through spreading or injection need not be replenished by WRD and should not be subject to the Replenishment Assessment.

H. Storage Procedure.

The Administrative Body shall (i) prescribe forms and procedures for the orderly reporting of Stored Water, (ii) maintain records of all water stored in the Basin, and (iii) undertake monitoring and modeling of Stored Water as may be reasonably required. As to any Storage Projects that will require review and approval by the Storage Panel, the Administrative Body shall provide appropriate applications, and shall work with project applicants to complete the application documents for presentation to the Storage Panel. The Administrative Body shall be responsible for conducting any groundwater modeling necessary to evaluate a proposed Storage Project. The proponent of a proposed project will bear all costs associated with the review of the application for approval of the project and all costs associated with its implementation. Nothing in this Judgment shall alter the applicant(s) duty to comply with CEQA or to meet other legal requirements as to any...
proposed Storage Project. Within thirty (30) days after final submission of the storage
application documents, the Administrative Body shall provide notice of the storage
application (either by electronic mail or U.S. postal mail), together with a copy of the
application documents, to all parties possessing an Allowed Pumping Allocation, and to
any other person requesting notice thereof. Following notice, any necessary hearings
before the Storage Panel shall be conducted as provided in Section IV(O) of this
Judgment.

I. Loss of Stored Water/Relative Priority.

To balance the need to protect priority uses of storage and to encourage the full
utilization of Adjudicated Storage Capacity and Basin Operating Reserve where it can be
accommodated without interference with priority uses, and except as otherwise provided
in this Judgment, no water held in any authorized storage account will be deemed lost
from that storage account unless the cumulative quantity of water held as Stored Water
plus the quantity of water held within the Basin Operating Reserve exceeds 330,000
acre-feet. Where all Adjudicated Storage Capacity and Basin Operating Reserve has
been occupied, the first Stored Water to be deemed lost shall be the last water stored as
Community Storage. Upon receipt of a bona fide request by another use entitled to
priority hereunder, Watermaster shall issue a notice requiring the other parties to
evacuate their Stored Water. Any Stored Water that is not evacuated shall be deemed
dedicated to the Basin Operating Reserve in furtherance of the physical solution without
compensation and accounted for accordingly.

J. Limits on Extraction.

Anything in this Judgment to the contrary notwithstanding, no party shall extract
greater than 140% of the sum of (i) the party’s Allowed Pumping Allocation and (ii) the
party’s leased water, except upon prior approval by the Water Rights Panel. For this
purpose, a party’s total extraction right for a particular year shall include that party’s
Allowed Pumping Allocation and any contractual right through lease or other means to
utilize the adjudicated rights of another party. Where such proposed extraction would
occur within the Central Basin Pressure Area as defined by Watermaster consistent with historical records, the Water Rights Panel shall submit such request for review by the Board of WRD. The Water Rights Panel shall not approve any request for over-extraction within the Pressure Area without a written finding by the Board of WRD that such over-extraction will not cause Material Physical Harm. The role of the Board of WRD in this process shall not be read to expand or restrict WRD’s statutory authority. Consideration shall be on an expedited basis.

K. Increased Extractions in the Central Basin for Certain Water Purveyors

(1) This Court also maintains continuing jurisdiction over the West Coast Basin, which bounds the Central Basin to the west.

(2) Certain Water Purveyors are parties to both this Amended Judgment and the judgment governing the West Coast Basin and serve communities overlying both the Central Basin and the West Coast Basin.

(3) Certain Water Purveyors may exceed their Allowed Pumping Allocation in any Administrative Year, subject to all of the following conditions:

(a) The Water Purveyor is one of the following eligible Parties:

   (i) City of Los Angeles

   (ii) Golden State Water Company

   (iii) California Water Service Company.

(b) Increased extractions pursuant to this Section shall not exceed 5,000 acre-feet per Water Purveyor for the particular Administrative Year.

(c) Increased extractions pursuant to this Section shall not exceed the Water Purveyor’s unused “Adjudicated Rights” in the West Coast Basin.

(d) Increased extractions pursuant to this Section shall not result in Material Physical Harm.

(4) Notwithstanding the foregoing, nothing herein permits extraction
of water within the Central Basin in excess of 140% of Allowed Pumping Allocation for the particular Administrative Year, except as otherwise permitted under this Judgment.

(5) Replenishment of any water extracted from the Central Basin pursuant to this Section shall occur exclusively in the Central Basin.

(6) The benefits of this Section are made available only to the certain Water Purveyors that serve communities overlying the Central Basin and communities overlying the West Basin, in recognition of the management of water resources by those Water Purveyors to serve such overlying communities. It is not made, nor is it related to, a determination of an underflow between the basins, a cost or benefit allocation, or any other factor relating to the allocation of the Replenishment Assessment.

L. Special Provisions for Temporary Storage within Community Storage Pool.

The Central Basin Municipal Water District ("CBMWD") shall take such action as may be necessary to reduce its Allowed Pumping Allocation to five (5) acre-feet or fewer by December 31, 2018, and has agreed, by stipulation, not to acquire any additional Central Basin water rights. Upon application by CBMWD, the Storage Panel may, after making each of the findings required in this subsection, approve storage of water by CBMWD within the Community Storage Pool subject to the stated conditions. The Storage Panel may only authorize such storage after finding each of the following to be true as of the date of such approval:

(1) CBMWD (a) then owns five (5) acre-feet or fewer of Allowed Pumping Allocation, and (b) has not produced water utilizing any extraction rights it holds within the Basin but has only engaged in the sale or leasing of those rights to others.

(2) There is available space for Storage within the Community Storage
Pool.

(3) CBMWD has identified a source of imported water that may be brought into the Basin and stored underground.

(4) The water identified for storage (a) is unlikely to be acquired by other parties through surface delivery for use within the Basin, and (b) was offered to WRD to purchase for replenishment purposes at the same price that CBMWD otherwise sells imported water to WRD and WRD declined to purchase said water, within a reasonable period of time.

(5) There will be no Material Physical Harm associated with the introduction of the water into storage, or its extraction, in the manner approved by the Storage Panel.

The condition expressed in Section IV(L)(1)(a) above shall not be operative until January 1, 2019, or upon reduction of CBMWD’s Allowed Pumping Allocation to five (5) acre-feet or fewer, whichever first occurs. CBMWD may not extract the Stored Water, and may instead only transfer that Stored Water to a party having extraction rights, or to WRD for replenishment purposes only. Such Stored Water not so transferred within three (3) years following its storage may be purchased by WRD, at its option, for replenishment purposes only, at a price not exceeding the actual cost incurred by CBMWD in importing and storing the water in the first instance, plus a reasonable administrative charge for overhead not exceeding five percent (5%) of the price paid by CBMWD for the water with no other fees or markups imposed by CBMWD. Except as otherwise permitted in this Section, any such Stored Water held by CBMWD for a term greater than three (3) years shall be assessed an annual water loss equal to 10% of the amount of such Stored Water at the end of each year. Water subject to the loss
assessment will be deemed dedicated to the Basin Operating Reserve in
furtherance of the physical solution without further compensation. The Storage
Panel shall grant CBMWD one or more extensions of such term, not exceeding
total extensions of three (3) additional years, following public hearing, if the
Storage Panel determines that the Stored Water has been actively marketed by
CBMWD for transfer to Parties on reasonable terms in the previous year. The
Storage Panel may impose such additional reasonable conditions as it determines
to be appropriate. Any review by the Storage Panel hereunder shall only occur at
a public hearing held following at least 15 days’ (but not more than 30 days’) mailed notice to all Parties to this Judgment, at which hearing an opportunity for public comment shall be afforded in advance of any such decision. However, the Storage Panel may consider an application on shorter notice under exigent circumstances, including the potential loss of the water proposed to be stored if action is not taken sooner. CBMWD shall have the right to appeal any action or inaction by the Storage Panel to this court. The storage and extraction of Stored Water hereunder shall otherwise be subject to all other provisions of this Judgment. The court finds and declares that this subsection constitutes a “court order issued by a court having jurisdiction over the adjudication of groundwater extraction rights within the groundwater basin where storage is sought” within the meaning of Water Code §71610(b)(2)(B). Nothing in this provision impedes CBMWD’s ability to store water pursuant to a contract with an adjudicated groundwater extraction rights holder as permitted by Water Code § 71610(b)(2)(A) and otherwise in accordance with this Judgment.

M. Basin Operating Reserve.

It is in the public interest and in furtherance of the physical solution for WRD to prudently exercise its statutory discretion to purchase, spread, and inject Replenishment Water, to provide for in-lieu replenishment, and otherwise to fulfill its replenishment function within the Basin as provided in Water Code Section 60000 et. seq. Hydrologic,
regulatory and economic conditions now prevailing within the State require that WRD be authorized to exercise reasonable discretion and have flexibility in the accomplishment of its replenishment function. Accordingly, WRD may pre-purchase or defer the purchase of Replenishment Water, and may otherwise purchase and manage available sources of Replenishment Water under the most favorable climatic and economic conditions as it may determine reasonable and prudent under the circumstances. It is the intent of the parties to preserve space for such replenishment activities, including capture of natural inflows during wet years, recapture of water when possible, and artificial replenishment when water is available at discounted rate, for the benefit of the Basin and the parties to the Judgment. The Basin Operating Reserve is intended to allow WRD to meet its replenishment needs to make APA available for extraction by all water rights holders. Accordingly, WRD shall have a priority right to occupy up to 110,000 acre-feet of the Available Dewatered Space as the “Basin Operating Reserve” for the acquisition and replenishment of water, or to ensure space remains available in the Basin to capture natural inflows during wet years for the benefit of the parties to the Judgment, to offset over-production. The priority right is not intended to allow WRD to sell or lease stored water, storage, or water rights. To the extent WRD does not require the use of all of such Basin Operating Reserve, that portion of the Basin Operating Reserve that is not then being used shall be available to other Parties to store water on a temporary and space-available basis. No Party may use any portion of the Basin Operating Reserve for space-available storage unless that Party has already maximized its allowed Storage pursuant to its Individual Storage Allocation and all available Community Storage is already in use. WRD’s failure to use any portion of its Basin Operating Reserve shall not cause forfeiture or create a limitation of its right to make use of the designated space in the future. WRD’s first priority right to this category of space shall be absolute. To the extent that there is a conflict between WRD and a third party regarding the availability of and desire to use any portion of the space available for replenishment up to the maximum limits set forth in this section, the interests of WRD will prevail. If a party other than
WRD is using the Basin Operating Reserve space on a “space available” basis and a conflict develops between WRD and the storing party, the storing party will, upon notice from WRD, evacuate the Stored Water within ninety (90) days thereafter. In such event, temporary occupancy within the Basin Operating Reserve shall be first in time, first in right, and the last Party to store water shall be required to evacuate first until adequate space shall be made available within the Basin Operating Reserve to meet WRD’s needs. The storing party or parties assume all risks of waste, spill and loss regardless of the hardship. Stored Water that is not evacuated following WRD’s notice of intent to occupy the Basin Operating Reserve will be deemed dedicated to the Basin Operating Reserve in furtherance of the physical solution without compensation and accounted for accordingly. Nothing herein shall permit WRD to limit or encumber, by contract or otherwise, its right to use the Basin Operating Reserve for Replenishment purposes for any reason, or to make space therein available to any person by any means. Notwithstanding the foregoing, to the extent excess space is available, water evacuated from the Basin Operating Reserve as provided in this Section shall be deemed added to available space within the Individual Storage Allocations and Community Storage Pool, subject to the priority rights otherwise provided in this Judgment.

N. Water Augmentation

The parties, in coordination with WRD, may undertake projects that add to the long-term reliable yield of the Basin. Innovations and improvements in practices that increase the conservation and maximization of the reasonable and beneficial use of water should be promoted. To the extent that Parties to the Judgment, in coordination with WRD, implement a project that provides additional long-term reliable water supply to the Central Basin, the annual extraction rights in the Central Basin will be increased commensurately in an amount to be determined by the Storage Panel to reflect the actual yield enhancement associated with the project. Augmented supplies of water resulting from such a project may be extracted or stored as permitted in this Judgment in the same manner as other water. Participation in any Water Rights Augmentation Project shall be
voluntary. A party may elect to treat a proposed project as a Water Augmentation Project (for the purpose of seeking an increase in that party’s Allowed Pumping Allocation) or may elect to treat such a project as a Storage Project under the other provisions of this Judgment. The terms of participation in any Water Augmentation Project will be at the full discretion of the participating parties. All Water Augmentation Projects will be approved by the Storage Panel.

(1) Participating Parties.

Parties who propose a Water Augmentation Project (“Project Leads”) may do so in their absolute discretion, upon such terms as they may determine. All other parties to this Judgment will be offered an opportunity to participate in the Water Augmentation Project on condition that they share proportionally in common costs and benefits, and assume the obligation to bear exclusively the cost of any improvements that are required to accommodate their individual or particular needs. Notice shall be provided which generally describes the project and the opportunity to participate with sufficient time for deliberation and action by any of these parties who could potentially participate. Disputes over the adequacy of notice shall be referred to the Storage Panel, and then to the Court under its continuing jurisdiction. Parties who elect to participate (“Project Participants”) may do so provided they agree to offer customary written and legally binding assurances that they will bear their proportionate costs attributable to the Water Rights Augmentation Project, or provide other valuable consideration deemed sufficient by the Project Leads and the Project Participants.

(2) Determination of Additional Extraction Rights.

The amount of additional groundwater extraction as a result of a Water Augmentation project will be determined by the Storage Panel, subject to review by the Court. The determination will be based upon substantial evidence which supports the finding that the Water Augmentation project will increase the long-term sustainable yield of the respective Basin by an amount at least equal to the...
proposed increase in extraction rights.

(3) Increase in Extraction Rights.

A party that elects to participate and pays that party’s full pro-rata share of costs associated with any Water Augmentation Project and/or reaches an agreement with other participants based upon other valuable consideration acceptable to the Project Leads and Project Participants, will receive a commensurate increase in extraction rights. Non-participating parties will not receive an increase or a decrease in extraction rights. Any party that elects not to participate will not be required to pay any of the costs attributable to the particular Water Augmentation Project, whether directly or indirectly as a component of the WRD Replenishment Assessment.

(4) Nominal Fluctuations.

Because water made available for Water Rights Augmentation will be produced annually, fluctuations in groundwater levels will be temporary, nominal and managed within the Basin Operating Reserve.

(5) Availability of New Water.

The amount of additional groundwater extraction established as a result of a Water Augmentation Project shall be equal to the quantity of new water in the Basin that is attributable to that Water Augmentation Project. No extraction shall occur and no extraction right shall be established until new water has been actually introduced into the Basin as a result of the Project. Any approval for a Water Augmentation Project shall include provisions (a) requiring regular monitoring to determine the actual amount of such new water made available, (b) requiring make-up water or equivalent payment therefor to the extent that actual water supply augmentation does not meet projections, and (c) adjusting extraction rights attributable to the Water Augmentation Project to match the actual water created. The right to extract augmented water from the Basin resulting from a party’s participation in a Water Augmentation Project shall be accounted for
separately and shall not be added to a party’s Allowed Pumping Allocation. No
Replenishment Assessment shall be levied against the extraction of augmented
water.

(6) Limitation.

Notwithstanding the foregoing, WRD will not obtain any water rights or
extraction rights under this Judgment by virtue of its participation in a Water
Augmentation Project. If WRD participates in a Water Rights Augmentation
Project through funding or other investments, its allocation of new water from the
project shall be used to offset its replenishment responsibilities.

O. Limits on Watermaster Review.

It shall not be necessary for Watermaster, or any constituent body thereof, to
review or approve any of the following before the affected Party may proceed: (i)
exercise of adjudicated water rights consistent with this Judgment, except for extraction
above 140% of a Party’s extraction right as set out in Section IV(J) of this Judgment; (ii)
replenishment of the Basin with Replenishment Water by WRD consistent with Water
Code Section 60000 et seq., including replenishment of water produced by water rights
holders through the exercise of adjudicated water rights; (iii) WRD’s operations within
the Basin Operating Reserve; (iv) Carryover Conversion or other means of the filling of
the Individual Storage Accounts and the Community Storage Pool, as provided in this
Judgment, as long as existing water production, spreading, or injection facilities are used;
and (v) individual transfers of the right to produce Stored Water as permitted in Section
IV(F). All other Storage Projects and all Water Augmentation Projects shall be subject
to review and approval as provided herein, including (i) material variances to substantive
criteria governing projects exempt from the review and approval process, (ii)
modifications to previously approved Storage Projects and agreements, (iii) a party’s
proposal for Carryover Conversion in quantities greater than the express apportionment
of Adjudicated Storage Capacity on a non-priority, space-available, interim basis, and
(iv) Storage, by means other than Carryover Conversion, when new production,
spreading, or injection facilities are proposed to be utilized.

P. Hearing Process For Watermaster Review.

The following procedures shall be followed by Watermaster where Watermaster review of storage or extraction of Stored Water is required or permitted under this Judgment:

(1) No later than thirty (30) days after notice has been issued for the storage application, the matter shall be set for hearings before the Storage Panel. A staff report shall be submitted by WRD staff in conjunction with the completed storage application documents and the Water Rights Panel may prepare an independent staff report, if it elects to do so.

(2) The Board of WRD and the Water Rights Panel (sitting jointly as the Storage Panel) shall conduct a joint hearing concerning the storage application.

(3) All Watermaster meetings shall be conducted in the manner prescribed by the applicable Rules and Regulations. The Rules shall provide that all meetings of Watermaster shall be open to water rights holders and that reasonable notice shall be given of all meetings.

(4) The Board of WRD and the Water Rights Panel shall each adopt written findings explaining its decision on the proposed Storage Project, although if both entities reach the same decision on the Storage Project, they shall work together to adopt a uniform set of findings.

(5) Unless both the Board of WRD and the Water Rights Panel approve the Storage Project, the Storage Project application shall be deemed denied (a “Project Denial”). If both the Board of WRD and the Water Rights Panel approve the Storage Project, the Storage Project shall be deemed approved (a “Project Approval”).

Q. Trial Court Review

(1) The applicant may seek the Storage Panel’s reconsideration of a
Project Denial. However, there shall be no process for mandatory reconsideration or mediation of a Project Approval or a Project Denial either before the Administrative Body, or before the Water Rights Panel.

(2) Any Party may file an appeal from a Project Approval or Project Denial with this Court, as further described in Section II(F).

(3) In order to (a) promote the full presentation of all relevant evidence before the Storage Panel in connection with its consideration of any proposed Storage Project, (b) achieve an expeditious resolution of any appeal to the Court, and (c) accord the appropriate amount of deference to the expertise of the Storage Panel, the appeal before the Court shall be based solely on the administrative record, subject only to the limited exception in California Code of Civil Procedure section 1094.5(e).

(4) If both the WRD Board and the Water Rights Panel each vote to deny or approve a proposed Storage Project, it shall be an action by the Storage Panel and that decision shall be accorded by the Court deference according to the substantial evidence test. If one of the reviewing bodies votes to approve the proposed Storage Project and the other reviewing body votes to deny the proposed storage project, then the Court’s review shall be de novo, although still restricted to the administrative record. In the case of any de novo Trial Court review, the findings made by the respective Watermaster bodies shall not be accorded any weight independent of the evidence supporting them.

R. Space Available Storage, Relative Priority, and Dedication of “Spilled” Water.

To balance the need to protect priority uses of storage and to encourage the full utilization of Available Dewatered Space within the Adjudicated Storage Capacity and the Basin Operating Reserve, any Party may make interim, temporary use of then currently unused Available Dewatered Space within any category of Adjudicated Storage Capacity, and then if all Adjudicated Storage Capacity is being fully used for Stored
Water within the Basin Operating Reserve ("Space-Available Storage"), subject to the following criteria:

1. Any Party may engage in Space-Available Storage without prior approval from Watermaster provided that the storing Party or Parties shall assume all risks of waste, spill, and loss regardless of the hardship. Whenever the Storage Panel determines that a Party is making use of excess Available Dewatered Space for Space-Available Storage, the Storage Panel shall issue written notice to the Party informing them of the risk of spill and loss.

2. Whenever the Available Dewatered Space is needed to accommodate the priority use within a respective category of Adjudicated Storage Capacity, or WRD seeks to make use of its priority right to the Basin Operating Reserve to fulfill its replenishment function, the Storage Panel shall issue a notice to evacuate the respective category of Adjudicated Storage Capacity or Basin Operating Reserve, as applicable, within the time-periods set forth within this Amended Judgment. To the extent the Stored Water is not timely evacuated such Stored Water will be placed into any other excess Available Dewatered Space, first within the Adjudicated Storage Capacity, if available, and then if all Adjudicated Storage Capacity is being fully used for Stored Water within the Basin Operating Reserve. If no excess Available Dewatered Space is available within the Basin Operating Reserve, then the Stored Water shall be deemed spilled and will be deemed dedicated to the Basin Operating Reserve in furtherance of the physical solution without compensation and accounted for accordingly. A Party that seeks to convert the Stored Water temporarily held in interim storage as Space-Available Storage to a more firm right, may in its discretion, contract for the use of another Party’s Individual Storage Allocation, or may add such water to the Community Storage Pool once space therein becomes available.

3. No Stored Water will be deemed abandoned unless the cumulative
quantity of water held as Stored Water plus the quantity of water held in the Basin Operating Reserve exceeds 330,000 (three hundred and thirty thousand) acre-feet in the Central Basin.

V. CONTINUING JURISDICTION OF THE COURT.

The Court hereby reserves continuing jurisdiction and upon application of any interested party, or upon its own motion, may review and redetermine the following matters and any matters incident thereto:

A. Its determination of the permissible level of extractions from Central Basin in relation to achieving a balanced basin and an economic utilization of Central Basin for groundwater storage, taking into account any then anticipated artificial replenishment of Central Basin by governmental agencies for the purpose of alleviating what would otherwise be annual overdrafts upon Central Basin and all other relevant factors.

B. Whether in accordance with applicable law any party has lost all or any portion of his rights to extract groundwater from Central Basin and, if so, to ratably adjust the Allowed Pumping Allocations of the other parties and ratably thereto any remaining Allowed Pumping Allocation of such party.

C. To remove any Watermaster or constituent body appointed from time to time and appoint a new Watermaster; and to review and revise the duties, powers and responsibilities of the Watermaster or its constituent bodies and to make such other and further provisions and orders of the Court that may be necessary or desirable for the adequate administration and enforcement of the Judgment.

D. To revise the price to be paid by Exchangees and to Exchangors for Exchange Pool purchases and subscriptions.

E. In case of emergency or necessity, to permit extractions from Central Basin for such periods as the Court may determine: (i) ratably in excess of the Allowed Pumping Allocations of the parties; or (ii) on a non-ratable basis by certain parties if
either compensation or other equitable adjustment for the benefit of the other parties is provided. Such overexactions may be permitted not only for emergency and necessity arising within Central Basin area, but to assist the remainder of the areas within The Metropolitan Water District of Southern California in the event of temporary shortage or threatened temporary shortage of its imported water supply, or temporary inability to deliver the same throughout its area, but only if the court is reasonably satisfied that no party will be irreparably damaged thereby. Increased energy cost for pumping shall not be deemed irreparable damage. Provided, however, that the provisions of this subparagraph will apply only if the temporary shortage, threatened temporary shortage, or temporary inability to deliver was either not reasonably avoidable by the Metropolitan Water District, or if reasonably avoidable, good reason existed for not taking the steps necessary to avoid it.

F. To review actions of the Watermaster.

G. To assist the remainder of the areas within The Metropolitan Water District of Southern California within the parameter set forth in subparagraph (e) above.

H. To provide for such other matters as are not contemplated by the Judgment and which might occur in the future, and which if not provided for would defeat any or all of the purposes of this Judgment to assure a balanced Central Basin subject to the requirements of Central Basin Area for water required for its needs, growth and development.

The exercise of such continuing jurisdiction shall be after 30 days’ notice to the parties, with the exception of the exercise of such continuing jurisdiction in relation to subparagraphs E and G above, which may be ex parte, in which event the matter shall be forthwith reviewed either upon the Court’s own motion or the motion of any party upon which 30 days’ notice shall be so given. Within ten (10) days of obtaining any ex parte order, the party so obtaining the same shall mail notice thereof to the other parties. If any other party desires Court review thereof, the party obtaining the ex parte order shall bear the reasonable expenses of mailing notice of the proceedings, or may in lieu thereof undertake the mailing. Any contrary or
modified decision upon such review shall not prejudice any party who relied on said ex parte order.

VI. GENERAL PROVISIONS.

A. Judgment Constitutes Inter Se Adjudication.

This Judgment constitutes an inter se adjudication of the respective rights of all parties, except as may be otherwise specifically indicated in the listing of the water rights of the parties of this Judgment, or in Appendix “2” hereof. All parties to this Judgment retain all rights not specifically determined herein, including any right, by common law or otherwise, to seek compensation for damages arising out of any act or omission of any person. This Judgment constitutes a “court order” within the meaning of Water Code Section 71610(B)(2)(b).

B. Assignment, Transfer, Etc., of Rights.

Subject to the other provision of this Judgment, and any rules and regulations of the Watermaster requiring reports relative thereto, nothing herein contained shall be deemed to prevent any party hereto from assigning, transferring, licensing or leasing all or any portion of such water rights as it may have with the same force and effect as would otherwise be permissible under applicable rules of law as exist from time to time.

C. Service Upon and Delivery to Parties of Various Papers.

Service of the Judgment on those parties who have executed that certain Stipulation and Agreement for Judgment or who have filed a notice of election to be bound by the Exchange Pool provisions shall be made by first class mail, postage prepaid, addressed to the designee and at the address designated for that purpose in the executed and filed Counterpart of the Stipulation and Agreement for Judgment or in the executed and filed “Notice of Election to be Bound by Exchange Pool Provisions,” as the case may be, or in any substitute designation filed with the Court.

Each party who has not heretofore made such a designation shall, within 30 days after the Judgment shall have been served upon that party, file with the Court, with proof
of service of a copy upon the Watermaster, a written designation of the person to whom
and the address at which all future notices, determinations, requests, demands, objections,
reports and other papers and processes to be served upon that party or delivered to that
party are to be so served or delivered.

A later substitute designation filed and served in the same manner by any party
shall be effective from the date of filing as to the then future notices, determinations,
requests, demands, objections, reports and other papers and processes to be served upon
or delivered to that party.

Delivery to or service upon any party by the Watermaster, by any other party, or
by the Court, or any item required to be served upon or delivered to a party under or
pursuant to the Judgment may be by deposit in the mail, first class, postage prepaid,
addressed to the designee and at the address in the latest designation filed by that party.

D. Judgment Does Not Affect Rights, Powers, Etc., of Plaintiff District

Nothing herein constitutes a determination or adjudication which shall foreclose
Plaintiff District from exercising such rights, powers, privileges and prerogatives as it
may now have or may hereafter have by reason of provisions of law.

E. Continuation of Order under Interim Agreement

The order of Court made pursuant to the “Stipulation and Interim Agreement and
Petition for Order” shall remain in effect through the Administrative Year in which this
Judgment shall become final (subject to the reserved jurisdiction of the Court).

F. Effect of Extractions by Exchangees; Reductions in Extractions

With regard to Exchange Pool purchases, the first extractions by each Exchangee
shall be deemed the extractions of the quantities of water which that party is entitled to
extract pursuant to his allocation from the Exchange Pool for that Administrative Year.
Each Exchangee shall be deemed to have pumped his Exchange Pool request so allocated
for and on behalf of each Exchangor in proportion to each Exchangor’s subscription to
the Exchange Pool which is utilized to meet Exchange Pool requests. No Exchangor
shall ever be deemed to have relinquished or lost any of its rights determined in this

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Judgment by reason of allocated subscriptions to the Exchange Pool. Each Exchangee shall be responsible as between Exchangors and that Exchangee, for any tax or assessment upon the production of groundwater levied for replenishment purposes by WRD or by any other governmental agency with respect to water extracted by such Exchangee by reason of Exchange Pool allocations and purchases. No Exchangor or Exchangee shall acquire any additional rights, with respect to any party to this action, to extract waters from Central Basin pursuant to Water Code Section 1005.1 by reason of the obligations pursuant to and the operation of the Exchange Pool.

G. Judgment Binding on Successors, Etc.

This Judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such persons.

H. Costs.

No party shall recover its costs herein as against any other party.

I. Intervention of Successors in Interest and New Parties.

Any person who is not a party (including but not limited to successors or parties who are bound by this Judgment) and who proposes to produce water from the Basin, store water in the Basin, or exercise water rights of a predecessor may seek to become a party to this Judgment through a Stipulation in Intervention entered into with the Plaintiff. Plaintiff may execute said Stipulation on behalf of the other parties herein, but such Stipulation shall not preclude a party from opposing such intervention at the time of the court hearing thereon. Said Stipulation for Intervention must thereupon be filed with the Court, which will consider an order confirming said intervention following thirty (30) days’ notice to the parties. Thereafter, if approved by the Court, such intervenor shall be a party bound by this Judgment and entitled to the rights and privileges accorded under the physical solution herein.

J. Effect of this Amended Judgment on Orders Filed Herein.
This Third Amended Judgment shall not abrogate such rights of additional carryover of unused water rights as may otherwise exist pursuant to orders herein filed June 2, 1977 and September 29, 1977.

THE CLERK WILL ENTER THIS THIRD AMENDED JUDGMENT FORTHWITH.

DATED: _____________________________

____________________________
Judge of the Superior Court

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