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Judgment entered
August 22, 1961
Book 4291,
Page 62

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 plaintiffs 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:

I

There exists in the County of Los Angeles, State of California, an underground water basin or reservoir known and hereinafter 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 intersection of Marvale Drive and Northridge Drive; thence through a point about 200 feet northeasterly along Northridge Drive from 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 through 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 intersection of Bixby 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 Ximeno 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 direction 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 projection 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 encompassing the entire watershed of Centinela Creek to the point of beginning.

The area included within the foregoing boundaries is approximately 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.

III

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 reasonable 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.

PARTY AND SUCCESSOR, IF ANY	ADJUDICATED RIGHT
JOE ABEGG	0
FRANK ABELL	1.8
ALEXANDER ABERCROMBY Henry Abercromby one Fred Roland Cooper one Ted R. Cooper one Roy F. Knapp	0
AIRWAYS WATER COMPANY (Incorporated)	0
H. A. ALLEN	0
*ALLIED CHEMICAL CORPORATION, a corporation, formerly General Chemical Company	255.0
ALUMINUM COMPANY OF AMERICA one U.S. Navy Department	0 1.7
AMERICAN RADIATOR & STANDARD SANITARY CORPORATION, a corporation	0

*REMBERT C. ANDERSON *Allen W. Ashburn *Ann F. Ashburn *Martha D. Bingham *Laura Bonanno *Louise Casey also known as *Louise Casey Gibson *Ruby Decius 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 *Myrtle Mae Parsons *Alexander Poggi *One Freda E. Poggi *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 Schribner *Edith Hastings Murphy *George R. Bell, Jr. *Thomas Elwood Bell	80.5
KATHLEEN M. ASHBROOK, formerly Kathleen M. Davies one J & E Investment Co.	0
ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, (The), a corporation	0
AZEVEDO ESTATE COMPANY, a corporation	0
JOHN AZVEDO	0
WM. D. BAILEY Harry C. Cain Jesse E. Cain Dorothy Luther sued as Dorothy F. Luther Harold M. Luther	0
E. W. BALDWIN	0
FRANK A. BALLMAN and ROSEMARY N. BALLMAN	7.0
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-100)	0
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-51)	0.1
GEORGE W. BARNARD and JOSEPH A. BARNARD, as Trustees under the last will and testament of ANNIE E. BARNARD one Fritz B. Burns.	0
MRS. ANNA T. BARNES one Alfred O. Barnes	0

G. A. BAUMAN	0
JOHN H. BECHTEL one Riverside Cement Company	0
BEGO CORPORATION, a corporation	0
one Arthur J. Delaney	4.1
J. W. BELLES one L. W. Mason one S. M. Mason	0
BELVIDERE MUTUAL WATER COMPANY	33.4
JAMES BERARDINO, sued as James Bernardino and Jim Berardino, sued as Jim Bernardino	0
P. BERDOLLT T. J. Heithold	0
A. M. BERNARD one Moneta Gardens, Inc., a corporation	0
H. W. BEST	0
LOUIS BIZEGO	0
ALEXANDER R. BLACK one Liberty Investment Company	0
ARTHUR A. BLAIN, SR., sued as A. A. Blain	0
N. J. BLAIS one Michael Chuchor one Albert J. Sahm	0
H. H. BLAKE one Pearl E. Grady	0
ARNOLD BLOEMSMA, sued as Arnold Bloesma	0
BODGER REALTY COMPANY, (The), a corporation	0
COLIN J. BOONE Clarence J. Lamb Lora Lamb	0
ANNA BOONSTRA Tedde Boonstra one M. V. Deniz	0
CHARLES P. BOWMAN, sued as Pat Bowen Ann Bowman one Harlan T. Maples	0
WAYNE E. BROOKS one Artie Waller one V. W. Waller	0

CARL L. BROWN	0
EDA BUCKMASTER Rose Faure Frank X. Girard Julia Girard John Oddoris Paul Oddoris Marie Girard Seal sued as Marie Girard one Frank Girard	0
BULTRY CORPORATION, a corporation one Paul E. Black One Ronald L. Black	0
E. D. BURKE, sued as E. W. Burke	0
*W. F. BURKE Lois Price Burke, sued as Jane Doe 14	9.5
M. P. BUTTE	0
*CALIFORNIA WATER SERVICE COMPANY, a corporation	3071.0
HUGH N. CAMERON Ysaburo Mishima Satsuki Mishima	0
JACK C. CARLTON	0
ELOISE CARRELL	0
FRANK R. CARRELL, estate Tom Ware and James Blake, as co-executors of the last will & testament of Frank R. Carrell, deceased.	0
*CARSON ESTATE COMPANY	130.0
J. F. CAVANAUGH	0
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT	0
MARY RIORDAN CHAMBERS, sued as Mary R. Chambers	0
MARY R. CHAMBERS AND DAN MURPHY COMPANY, a corporation	0
*CHANSLOR-CANFIELD MIDWAY OIL CO. Now Chanslor-Western Oil & Development Co.	104.0
CLEM CHRISTIE	0
CLEM CHRISTIE, DON C. FOHL AND LEON LARSON As Trustees of the Wilmington Cemetery Association	.02

JENNIE M. CLARK	0
WILFORD H. CLARK, sued as W. H. Clark and Ida E. Clark, sued as Jane Doe 1	0
MRS. LOIS CLIFT	0
COAST INVESTMENT COMPANY, a corporation	0
EDMOND S. COLLINS	0
LILY COLTRIN	0
COLUMBIA BROADCASTING SYSTEMS, INC., sued as Columbia Broadcasting Co.	18.5
COMMUNITY AIRPORTS, INC., a corporation	0
V. G. COMPARETTE	0
CITY OF COMPTON	0
COMPTON BRICK & TILE COMPANY, a corporation	0
COMPTON UNION HIGH SCHOOL DISTRICT	0
F. A. CONOVER	0
A. CORTRITE	0
EDWARD COST and EMILY COST, sued as Emily Costa	7.4
ERNEST COST	0
DANIEL CROWLEY	0
OWEN W. CURTIS	3.8
LOUIS DALLAPE, sued as Louis Dallapi	0
TOM DALLAPE	0
MIKE DARBEAIAN, sued as John Doe 25	0
LUIGI DeBARNARDI	0
GERASIMOS K. DEFTERIOS one Anna G. Defterios	0
*DEL AMO ESTATE COMPANY	121.0
HENRY M. DENISON one Frank A. Basso	0
FRANK DERMODY	0

1	G. DIBLE	0
2	MRS. H. DIEGO	0
3	JOHN DIONNE one Eleanor G. Dreher	0
4		
5	LEESA DOMBROWSKI one Darthmouth Homes, Inc.	0
6	*DOMINGUEZ ESTATE COMPANY	254.0
7	*DOMINGUEZ WATER CORPORATION	9477.8
8	MRS. RAY DONALD one Pauline H. Wilson	0
9		
10	THE DOW CHEMICAL CO., a corporation	0
11	CRISTINA O. DRALE O'Brien Z. Drale	0
12	CHAS. L. DRAPER, one James H. Alleman	0
13	one Flora M. Draper one Bernice Alleman	
14	Bess M. Feder Ben T. Johnston	
15	Genevieve K. Miles Ikuko Nakawatse	
16	Frank Wirz one Allcast Foundry	7.2
17		
18	A. J. DURAND	0
19	DAISY EARLY H. J. Early and one Vickers, Inc.	111.0
20	EAST GARDENA WATER COMPANY	0
21	EDISON SECURITIES COMPANY, a corporation sued as Richard Roe Company 13	46.7
22		
23	C. O. EDWARDS W. J. Edwards	0
24	EL CAMINO JUNIOR COLLEGE DISTRICT	0
25	LATHROP M. ELLINWOOD one Isamu Kita	0
26	one Kazuo Kita one Yoshiki R. Kita	32.6
27		
28	CLINTON C. ELLIOTT, sued as C. C. Eliot Georgia M. Elliott	0
29	Juluis G. Elliott Frank M. Elliott	
30		
31	*CITY OF EL SEGUNDO	953.0
32	EL SEGUNDO LAND & IMPROVEMENT COMPANY, a corporation	0

GEORGE ENGIAND	0
CAROLINE ETCHEMENDY, sued as Jane Doe 12 Mariana T. Etchemendy, sued as Jane Doe 11	8.2
CARMELITA ROSECRANS EWING, sued as C. F. Rosecrans and W. S. Rosecrans	91.3
OSCAR FALCINELLA & MIKE FALCINELLA	0
FRED FIESEL	0
MAXWELL C. KING	0
JAMES L. FITTINGER	0
*FLETCHER OIL COMPANY, a corporation composed of D. S. Fletcher F. O. Fletcher Helen Fletcher O'Connell and Idaho Fidelity Corporation	86.3
ROLLA FORD	0
FOX HILLS COUNTRY CLUB	0
TONY FRIETAS	0
W. J. FROGGE one Sigmund S. Hockwold one Lionel S. Hockwold	0 12.5
HERBERT SAKAYE FUKUWA	0
A. O. FULLER Helene M. Fuller	0
ROBERT L. FULLILOVE	1.0
JOE GALDARISI Brody Investment Company	0
AMADOR GARCIA Eva Garcia	0
ARTHUR B. GARCIA Arthur D. Garcia, sued as June Garcia	0
JOSE H. GARCIA	0
GARDENA SYNDICATE NO. 2	0
GARDENA WATER SUPPLY COMPANY	0
GAY LAND COMPANY, LTD., a corporation	0
V. M. GERAGOSIAN one Stanley N. Lewis	0
GEORGE F. GETTY, INC.	0

1	CAROLINA GIACIOMAZZI, sued as Mrs. C. Giaciomagzi	0
2	ALBERT GIANNI	0
3	AMANDA L. GILLINGHAM, sued as Jane Doe 20	0
4	Floyd W. Gillingham, sued as (John Doe 24)	
5	Josephine Gillingham, sued as (Jane Doe 21)	
6		
7	FLORENCE R. GILLINGHAM	2.4
	Thora Pursche	
8	Nellie P. Smith	
	Anna M. Pursche	
9	MRS. MATEA GIMINEZ	0
10	LALLA D. GODDARD	0
11	Ralf Goddard	
12	WM. H. GOLDSMITH	0
	Cliff Ralph	
13	FELIPE GONZALEZ	34.3
14	Gabriela Gonzales	
15	T. B. GOOSSEN	0
16	WILLIAM W. GORDON, sued as John Doe Gordon	0
17	BERTHA GOSS	0
18	one Property Management Corporation	
19	GEORGE GRANDE	0
20	JOHN GRANT	59.0
21	ISABELA GRANZ	380
	Andrew R. Joughin	
22	Minnie Joughin	
	George Riley Murdock, successor	
23	of Matilda J. Murdock	
	Lillian Murdock Sanborn, successor	
24	of Matilda J. Murdock	
	Emma J. Osborn	
25	Security-First National Bank, as	
	Trustee of Trust No. P 1734, sued as	
26	Farmers & Merchants National Bank of	
	Los Angeles, as Trustee John Joughin Tuttle	
27	(now Joughin Torrance Ranch)	
28	EDWARD I. GREEN, sued as E. J. Green	0
29	one Florence D. Green	
30	PRICE W. GRESHAM	0
	Walter G. Gresham	
31	Comer J. Lewis	
	Voleta A. Lewis	
32		

BEATRICE S. GRIFFITH W. P. Griffith one Otto K. Olessen	0
B. H. GRIGGS Olive W. Griggs	0
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.	0
HENRY M. GUENSER Sophia E. Guenser	0
DANIEL GUIDOTTI	0
CHAS. N. HAIGHT One Grace P. Warden	0
RAYMOND R. HAILS	0
WALTER HAMMOND one Contractor's Asphalt Products Co.	0
HANCOCK CHEMICAL COMPANY, a corporation	0
HARBOR CITY DEVELOPMENT COMPANY	0
R. B. HARDING	0
*ROY W. HARRIS	0
HARRIS PUMPING PLANT Leesa Dombrowski Carl G. Pursche Anna M. Pursche Harry Krumdick Anna Doherty Mrs. Frank Cota Holly Corporation, a corporation Homer Bales and Ernest Haughton dba and sued as Pursche Water Co.	0
W. HASEGAWA one Kauffman, Milton, Construction Company, successor)	0
C. R. HASKINS	0
FRED M. HAUT one Ivy H. Haut	0
CITY OF HAWTHORNE	1882.0
CHARLES R. HAYES one Robert W. Colby one Fern M. Colby	0

BEATRICE M. HENDERSON	1.3
DAVID P. HEREDIA	0
E. N. HERMAN	0
JULIA HERMANSEN	0
AUGUST HERZOG one Martha Herzog	0
HILLSIDE MEMORIAL PARK, a corporation	16.7
MARY N. HILYARD, sued as Jane Doe 55 Mrs. Monta Templeton, sued as Jane Doe 56	0
HENRY HIMMELFARB Wm. Pirk one Western Air Compressor Company	0
T. E. HODNEFIELD	0
MARIE C. HOFFMAN Los Angeles City School District, successor	0
J. P. HOEPTNER Ida B. Hoeptner one Jack I. Gantz one Lillian H. Gantz	0
CLIFFORD HOLLIDAY	0
W. I. HOLLINGSWORTH one Julius L. Jenkins one Evelyn M. Jenkins	0
*HOLLYWOOD TURF CLUB, a corporation	282.0
WILBUR HORNSTRA	14.1
C. L. HUDSON	0
~~G.F. HUGHES TOOL COMPANY~~ Dismissed	~~0~~
ARTHUR C. HURT one Truman Enterprises, Inc.	0
DON C. HADLEY one D. W. Sleet one Virgie Sleet	0
*CITY OF INGLEWOOD	4382.0
INGLEWOOD PARK CEMETERY ASSOCIATION, a corporation sued as Inglewood Park Mortuary Assoc.	0
YOSHI INOSE one Seijiro Inose	0
F. C. IRVINE	0

1	FRED IWATA John Iwata	0
2		
3	J. B. D. HOLDING CORP., a corporation	0
4	*JOHNS-MANVILLE PRODUCTS CORPORATION	881.0
5	C. F. JOHNSON one Kaoru Wada	0
6	one Satoru Wada	12.2
7	A. S. JOHNSTON DRILLING COMPANY, a corporation	11.9
8		
9	O. T. JOHNSON CORPORATION A. P. Johnson Company sued as, Richard Roe Company One	0
10		
11	ANNA MAE JONES, successor to Anne Taylor, deceased (sued herein as Anna Taylor)	50.2
12		
13	E. F. JONES	0
14	W. H. JONES one Leon A. Carpenter and Darline N. Carpentar, successors	0
15		
16	JOSHUA-HENDY IRON WORKS	0
17	DORA A. KAHLER	0
18	OSCAR E. KARR Sherley Karr	0
19	CHESTER L. KEHN	0
20	K. L. KELLOGG & SONS, a corporation	0
21	KELLY PIPE COMPANY, a corporation	49.0
22	LOUIS KELTON	0
23	W. G. KILLINGER one Esther N. Lee	0
24		
25	JEANETTE B. KINCAID one Fred F. Hoyt one Yvonne A. Hoyt	0
26		
27	SARAH S. KING one Crawford Building Corporation	0
28	JOHN KRAUSS Dan E. Vail and Barbara M. Vail	0
29		
30	CHARLES KULL	0
31	GLADYS KURTZ	3.5
32	JOHN LAMPO	0

*MAGNUS C. LARSEN, sued as M. Larsen	0
NELS LAUTRUP	0
*JAMES K. LAWLER, Estate	3.1
LAWNDALE (CITY) SCHOOL DISTRICT OF LOS ANGELES COUNTY, sued as Richard Roe Company 12	0
ANNA LEACH	0
JOE LEONARDO	0
A. LERMENS	0.7
EMMA L. LENZINGER, sued as Mrs. E. L. Leuzinger	1.4
LAWRENCE LISTON	.7
PAT LIZZA	0
BEN LONG Persilla Long, sued as Pricilla Long	0
JOHN LONG	0
CITY OF LONG BEACH	0.7
FRANK LOPEZ	3.7
MANUEL LOPEZ one Rudolph E. Lopez	0
COUNTY OF LOS ANGELES	28.7
THE CITY OF LOS ANGELES	1503.0
LOS ANGELES CITY SCHOOL DISTRICT	0
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	37.6
*LOS ANGELES COUNTY SANITATION DISTRICT No. 2, sued as Los Angeles County Sanitary District No. 2	102.0
LOS ANGELES COUNTY WATER WORKS, DISTRICT No. 1	0
LOS ANGELES COUNTY WATER WORKS, DISTRICT No. 13	1352.0
LOS ANGELES COUNTY WATER WORKS, DISTRICT No. 22	551.0
LOS ANGELES EXTENSION COMPANY	0
LOS ANGELES INVESTMENT COMPANY	0

LOS NIETOS COMPANY, a corporation	0
LOYOLA UNIVERSITY FOUNDATION	0
LOYOLA UNIVERSITY OF LOS ANGELES, a corporation	48.1
LORENA MacLEAN one Torrance Land Company	0
PETE MADRIGAL	0
S. W. MAGALLANES	0
MANCHESTER AVENUE COMPANY, a corporation one Inglewood Golf Course, a partnership	0
*MANHATTAN BEACH, CITY OF	1131.2
H. C. MARCH one Victory Oil Company	0
P. T. MARTIN one Arlington Garden Homes Company	0
HOWARD DOUGLAS MARTZ James L. Martz Louise H. Martz	0
RAY F. MATSON, sued as R. F. Matson Florence M. Nielsen	0
FRED MAU	0
*JAMES McCANDLESS	6.7
ETHEL McCLAIN	0
G. A. McCRACKIN, sued as G. A. Mc Cracken	0
M. F. McCULLEY	0
J. J. McGRANAGHAN	0
IVAN J. McKERNON one Doris E. Parks one L. Kenneth Parks	0
AIMEE R. MEANS one Prarie Company	0
PAUL MESPLOU	0
J. J. METZLER one Kenji Yokoyama and one Miyeko Yokoyama	0
E. B. MILBURN One M. Y. Yamane	0

CARL H. MILLER		0
MINNEAPOLIS-HONEYWELL REGULATOR COMPANY APPLIANCE CONTROLS DIVISION		0
YSABURO MISHIMA and SATSUKI MISHIMA Hugh N. Cameron		0
O. MOEN		0
P. E. MOLINE		0
MONETA MUTUAL WATER COMPANY		916.0
JOE MONIZ JR., sued as Joe Moniz one Rose Moniz		2.2
B. R. MOODY one Opal B. Edwards		0
J. B. MOORE		0
MAMIE S. MOORE		0
ALICE MORRISON Ethel Morrison		0
A. H. MORSE one J. J. Lapidus one B. C. Investment Co., Inc.		0
HAROLD C. MORTON, sued as Harold Morton one Allied Gardens Corporation		0
V. G. MOTT		0
ARNOLD W. MUELLER Ruth Mueller		0
SUMIYE NAGAO		0
HIROSHIMA NAKAMURA		0
KIKUNO NAKANO Ben Nakano George Nakano Helen Nakano Kan Nakano Mary Nakano Taka Nakano Misao Nakano Nakashima		19.3
NARBONNE RANCH WATER CO. No. 2		0
NARBONNE RANCH WATER CO. No. 3		0
NATIONAL ELECTRIC PRODUCTS CORP.		0
NATIONAL ROYALTIES, INC., a Corporation		0

T. C. NAVARRO one Hilario S. Alwag one Emma Alwag	0 53.9
A. L. NELSON Olaf Nelson one George C. Orr	0
EDWARD NICKEL	0
HENRY W. NICKEN, sued as H. W. Nielsen one Kenneth D. Durian	0
J. E. NORMINGTON	0
NORTH AMERICAN AVIATION, INC., a corporation	0
NORTHROP AIRCRAFT INCORPORATED	38.15
WARREN J. OGLE	0
JACK ORESKOVICH Harold Walsh one Harold D. Walsh one Marie L. Walsh	0
CHISATO OTANI, sued as John Doe 57	0
PACIFIC CREST CEMETERY COMPANY, Incorporated	17.7
PACIFIC ELECTRIC RAILWAY COMPANY	0
PACIFIC WESTERN OIL CORPORATION, a corporation	0
PALISADES DEL REY WATER COMPANY (Included in City of Los Angeles)	0
E. PALMER	0
*PALOS VERDES WATER COMPANY, a Corporation	999.0
G. L. PARCELL and MARGARET PARCELL one Rosie L. Kent	0
PARK WATER COMPANY	160.0
MRS. ZORAIDA PARKE	1.8
WM. JOSEPH PASCHKE	.02
ROY PATTERSON	0
JOHN PAULIC one John W. Taylor	0
DAVE PEREZ Apuleyo Villagomez sued as A. Villagomez	0

PERRY SCHOOL DISTRICT OF LOS ANGELES COUNTY	0
WM. C. PETERSON	0
A. E. PHILLEO	0
PIONEER DRILLING COMPANY, a corporation one Southern Heater Corp.	0
EDWARD A. PITTS one Clarence E. Harrison one Martha E. Harrison	0
FRANK X. PRICE	0
CARL G. PURSCHE AND CARL P. PURSCHE doing business as Pursche Pumping Plant Carl G. Pursche Thora Pursche Anna M. Pursche one Guarantee Development Co.	0
CHARLES H. QUANDT, sued as Charles A. Quandt	0
RICHARD QUINN Martha Quinn	0
JOE B. RAMOS	0
RANCHO MUTUAL WATER COMPANY	0
J. K. RAVEN one Andrea S. Teran	0
ELIZABETH E. REED, sued and formerly known as Elizabeth Edna Baker and Josephine Eilers for whom Dominguez Estate Company has been substituted	0
FRANK REHOR one Josephine P. Rehor	0 2.2
LUCILLE G. REID Ogden G. Reid	0
JEANETTE REIFSNYDER, also known as Jeanette Avant, and also known as Jeanette Heydenbeck Calvin Wilson Edward E. Wilson, Jr. Harry R. Wilson Harry R. Wilson and Jeanette Reifsnyder, also known as Jeanette Avant, as executors of the estate of Jeanette C. Wilson, deceased. Harry R. Wilson and Jeanette Reifsnyder, also known as Jeanette Avant, as executors of the estate of Robert A. Wilson, deceased	0.7

REPUBLIC PETROLEUM COMPANY	0
LEONCIE RICHARD, devisee of Anna Richard, deceased, and Edward Richard, sued as John Doe Richard	0
ROSE A. RICHARDSON AND WM. T. RICHARDSON one South Normandie Manor, Inc.	0
RICHFIELD OIL CORPORATION	4428.0
RING OIL COMPANY	0
FLAVIO RODRIQUEZ	6.1
THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, a corporation sued as, Holy Cross Cemetery	72.3
*ROOSEVELT MEMORIAL PARK ASSOCIATION	0
R. E. ROSE Clara M. Rose sued as Jane Doe 8	0
L. D. ROSSER	0
ROYAL MUTUAL WATER COMPANY, a corporation one Delmer D. Kern	0
HOMER E. RUDD one Kiyor Ide	0
F. J. RUSS one Ted Shpall one Sam H. Shpall	0
RYAN AERONAUTICAL COMPANY, a corporation	20.2
YGNACIO SANDOVAL	0
C. W. SANGER one Gardena Valley Homes, Inc.	0
*SANTA FE LAND IMPROVEMENT COMPANY	39.5
JAMES SCANDA, sued as James Scander George Nasim	1.9
FLOYD H. SCHENK, JR. Cora A. Schenk	0
KEITH W. SCHLAEGEL Opal B. Schlaegel	13.6
EDYTHE L. SCHLAEGETER one James Murakami	0
C. SCHRECKENGAST	0
W. C. SCHULTZ	0

A. D. SEABACK Ruth Seaback	3.5
MARVIN SELOVER AND MARY ZWEITER one Hitoshi Fujii one Toshije Fujii	0
SENTOUS HOLDING COMPANY	0
L. M. SEPULVEDA	0
LOUIS M. SEPULVEDA AND SECURITY-FIRST NATIONAL BANK, as Trustees under the last will and testament of Roman D. Sepulveda, deceased	0.7
P. C. SERBIAN Ruby H. Renfro	0
W. H. SEWARD one R. A. Watt Construction Co.	0
JOHN SHAW Phillip G. Shaw	0
*CLYDE L. SHEETS	5.5
*SHELL OIL COMPANY	4516.0
J. M. SHEPHERD	0
JAMES W. SHIPMAN one Osie R. Shipman	0
SAM SHORT, sued as Sam Sciortino	0
ELDON B. SHURTLEFF Marcelle Shurtleff one Barrett Development Corporation	0
EDWARD ROY SIDEBOTHAM AND EDWARD SIDEBOTHAM & SON., INC., sued as Edward Sidebotham	0
MRS. MARY SILVA one Norman A. Leiman	0
JAMES SLOAN	0
A. H. SMITH Sam Surber Freda Smith, sued as Jane Doe 9	9.7
EUNICE P. SMITH	0
SOCONY MOBIL OIL COMPANY, INC. (Successor by merger to General Petroleum Corporation)	2570.0
SOUTH BAY UNION HIGH SCHOOL OF LOS ANGELES COUNTY, sued as Redondo Union High School District	0

1	SOUTHERN CALIFORNIA EDISON COMPANY	10.4
2	SOUTHERN CALIFORNIA WATER COMPANY	6265.3
3	*SOUTHERN PACIFIC COMPANY, sued as Southern Pacific Railroad Co.	166.0
4		
5	SOUTHWEST PROPERTIES, INC., a corporation	0
6	SOUTHWESTERN PORTLAND CEMENT COMPANY a corporation	0
7	one Chandlers Palos Verdes Sand and Gravel Corp.	15.0
8	SPANISH-AMERICAN INSTITUTE	44.4
9	*STANDARD OIL COMPANY OF CALIFORNIA	4541.7
10	*STAUFFER CHEMICAL COMPANY	521.0
11	E. R. STEPHENSON, sued as E. R. Stevenson	0
12	L. F. Stephenson	
13	MRS. A. V. STEWART	0
14	CLYDE C. STRUBLE	0
15	one Ames L. Avers one Clara Avers	
16	SUNSET OIL COMPANY, a corporation	0
17	THE SUPERIOR OIL COMPANY	0
18	LOUISE A. SUTHERLAND, sued as Bertha L. Sutherland	0
19		
20	PEGGY SWICK	5.5
21	MARIE D. TAIX	0
	Edith T. Viole, sued as Edith T. Violi	
22		
23	TAKATOSHI TAMURA one State of California, successor	0
24	GEORGE TANAKA	0
25	Reiko Tanaka one Susumu Katsuda	
26	J. A. TEMPLETON	0
27	RUBY TERRY	0
28	one Reldon G. Pinney and one Nellie B. Pinney	
29	TEXACO INC., formerly THE TEXAS COMPANY	3432.0
30		
31	RALPH THAXTER, sued as R. F. Thaxter	3.5
32		

THORSON HOMES, INC., a corporation J. B. Investment Company, a corporation Anaheim Construction Company, a corporation	0
TIDEWATER OIL CO., sued as Tide Water Associated Oil Company	167.0
*CITY OF TORRANCE, a municipal corporation	2519.0
TORRANCE UNIFIED SCHOOL DISTRICT	0
YING TOY	0
ALBERT A. TRAUB Jane P. Traub one Baron Traub	0
CLYFF A. TRIMBLE one Mary E. Trimble	0
OSCAR E. TURNER one Elizabeth Miller Kolf	0
*UNION OIL COMPANY OF CALIFORNIA	2670.0
UNIVERSAL-CONSOLIDATED OIL COMPANY, a corporation	0
*UNITED STATES STEEL CORPORATION Columbia-Geneva Steel Divn. successor by merger to Columbia Steel Company	1791.0
JOSE URIBE	0
ANNA MAE USSERY and LAWRENCE USSERY one Mike L. Herrback one Rae Herrback	0
HENRY VALDEZ	0
A. VAN VLIET one Jake Zwaagstra and one Jessie M. Zwaagstra	0
VAN CAMP SEA FOOD COMPANY	0
WILLIAM VERBURG, sued as Menlo Verburg and Clara B. Verburg	6.7
MARY VETTER	0
ENRIQUE A. VILLAGOMEZ Ysabel F. Villagomez	0
FRANK J. VOLLMER	0
EDWIN E. WAGNER	0
J. F. WAGNER one Orville N. Crafts	0
JOSEPH F. WAGNER	0

E. J. WAIT	0
EARL C. WARD	0
DANIEL E. WARNER	0
JOSEPHINE WATKINSON one Mates Tune et al	0 3.1
WATSON LAND CO. sued as Watson Estate Company	42.6
M. E. WEEKS	0
FRANK WESCOTT	0
WESTON INVESTMENT COMPANY, sued as Richard Roe Co. 2, one K. S. Senness one Charles W. Shepard	184.0
BEN WESTON	0
A. K. WILSON LUMBER COMPANY, a corporation one Martin Bros. Box Company of California	0 3.4
FRANK WIRZ	0
WISEBURN SCHOOL DISTRICT	8.2
P. J. WITTSTROM	0
CORA B. WOOLLEY, sued as Cora B. Wooley	0
T. W. WOODLAND	0
WOODLAND CEMETERY ASSOCIATION	0
KATHERINE P. WOODMAN, sued as F. T. Woodman	3.7
HENRY S. WOOLNER	0
MINNIE V. WREDEN one Golden Monroe Homes, Inc.	0
A. P. WRIGHT, sued as Paul Wright	0
MAXWELL ZIEGLER	0
MARY ZWEITER	0

V

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 reduction 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 consideration 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 sub-paragraph 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 facilitites, 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,

refer the matter to the Watermaster for determination. Within thirty (30) days after such objection is filed the Watermaster shall consider said objection and shall make his finding as to the price at which said water should be offered for release and notify all interested parties thereof. Any party to these Exchange Pool Provisions may file with the Court, within thirty (30) days thereafter, any objection to such 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 interested parties. The Court may affirm, modify, amend or overrule such finding or determination of the Watermaster. Pending such determination if the water so offered has been allocated, the party making the offer shall be paid the price declared in his offer, subject to appropriate adjustment upon final determination. The costs of such determination shall be apportioned or assessed by the Watermaster in his discretion between or to the parties to such dispute, and the Watermaster shall have the power to require, at any time prior to making such determination, any party or parties to such dispute to deposit with the Watermaster funds sufficient to pay the cost of such determination, subject to final adjustment and review by the Court as 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 requested 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 hereunder 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 release 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 enforcement 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 such 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 at all 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

during normal business hours.

4. 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 before said date, the Watermaster shall add a penalty of 5% thereof 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 available 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.

X

Any party hereto having an Adjudicated Right who has objection 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 necessary 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 supplemental 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 therewith 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 designation 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 notice, 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 therewith in the manner provided by law.

XV.

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

Dated: August 18, 1961

/s/ George Francis
Judge Assigned by the Chairman of the Judicial Council to Sit in This Case.

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STEPHANIE OSLER HASTINGS (State Bar No. 186716)
RUSSELL M. McGLOTHLIN (State Bar No. 208826)
JONATHAN C. SANDLER (State Bar No. 227532)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
1020 State Street
Santa Barbara, CA 93101
Telephone (805) 963-7000; Fax: (805) 965-4333
shastings@bhfs.com
rmcglothlin@bhfs.com
jsandler@bhfs.com

Attorneys for Defendant
GOLDEN STATE WATER COMPANY

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County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk
By: Roxanne Arraiga, Deputy

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101-2706

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE COMPANY, et al.,

Plaintiff,

vs.

CITY OF COMPTON, et al.,

Defendant.

Case No. C 506 806
[Related to Case No. C 786656]

Assigned for All Purposes to the Honorable Kenneth R. Freeman (Dept. 310)

AMENDED JUDGMENT

Action Filed: 7/21/1945

TABLE OF CONTENTS

		Page
I.	EXISTENCE OF BASIN AND BOUNDARIES THEREOF	2
II.	DEFINITIONS	3
III.	DECLARATION OF RIGHTS - WATER RIGHTS ADJUDICATED	8
IV.	TRANSFERABILITY OF RIGHTS	9
V.	PHYSICAL SOLUTION – BASIN STORAGE, CARRYOVER, BASIN OPERATING RESERVE, AND EXCESS PRODUCTION	9
1.	Determination of Available Dewatered Space	9
2.	Basin Operating Reserve	10
3.	Adjudicated Storage Capacity	11
4.	Carryover	11
5.	Individual Storage Allocations	12
6.	Community Storage Pool	13
7.	Regional Storage Allocation	14
8.	Limitations on Storage	16
9.	Extraction of Stored Water; Exemption from Replenishment Assessment	16
10.	Space-Available Storage, Relative Priority, and Dedication of Abandoned Water	17
11.	Water Augmentation	19
12.	Storage Procedure	21
A.	Storage Reporting and Monitoring	21
B.	Application and Notification Procedure	22
C.	Notice Process	24
13.	Review/Approval Process	24
A.	Projects Subject to Review	24
B.	Hearing and Approval Process for Watermaster Review	25
C.	Trial Court Review	27
14.	Excess Production	27
VI.	PHYSICAL SOLUTION - EXCHANGE POOL	28
1.	Mandatory Offer to Exchange Pool	28
2.	Basis of Offer to Exchange Pool; Redetermination of Offer by Water Rights Panel	28
3.	Voluntary Offer to Exchange Pool	28
4.	Price of Water Offered to Exchange Pool	29
5.	Price Dispute Objection - Water Rights Panel Determination	29
6.	Request for Water From Exchange Pool	29
7.	Allocation of Exchange Pool Water by Water Rights Panel	30

TABLE OF CONTENTS
(continued)

		Page
	8. Exchange Pool Water Pumped Before Pumper's Own Right	31
	9. Price and Payment for Water Released for Exchange Pool	31
VII.	ADDITIONAL PUMPING ALLOWED UNDER AGREEMENT WITH WRD DURING PERIODS OF EMERGENCY	32
VIII.	INJUNCTION	36
IX.	LIMITATIONS UPON EXTRACTION; ORDER OF PRODUCTION	37
	1. Limits on Extractions	37
	2. Prioritization of Production	37
X.	LOSS OF DECREED RIGHTS	38
XI.	WATERMASTER	38
	1. Appointment	38
	2. Watermaster Constituents	39
	A. Administrative Body	39
	B. The Water Rights Panel	46
	C. The Storage Panel	48
	D. Capacity As Court-Appointed Watermaster	49
	3. Limitations on Powers and Duties of the Watermaster and its Constituent Bodies	49
	A. Use of Facilities and Data Collected by Other Governmental Agencies	49
	B. Limitations on WRD's Leasing Authority	49
	C. Wasted and Nonchargeable Production Authorized By Watermaster	49
	D. Material Physical Harm	50
	4. Appeal from Watermaster Decisions Other Than With Respect to Budget	51
XII.	RESERVED AND CONTINUING JURISDICTION OF COURT	52
XIII.	JUDGMENT MODIFICATIONS AND FURTHER ORDERS OF COURT	52
XIV.	RESERVATION OF RIGHTS	52
XV.	DESIGNEES OF PARTIES FOR FUTURE NOTICE AND SERVICE	53
XVI.	INTERVENTION OF SUCCESSORS IN INTEREST AND NEW PARTIES	54
XVII.	JUDGMENT BINDING ON SUCCESSORS	54
EXHIBIT A		56
EXHIBIT B		58
EXHIBIT C		65

The original judgment in this action was entered on August 18, 1961 ("Judgment"). Pursuant to the reserved and continuing jurisdiction of the Court under the Judgment, certain amendments to the Judgment and temporary orders have heretofore been made and entered.

Continuing jurisdiction of the Court under the Judgment is currently assigned to the Honorable Richard Freeman.

The motion of Defendants the City of Inglewood, the City of Long Beach, the City of Los Angeles, the City of Manhattan Beach, the City of Torrance, the California Water Service Company, and the Golden State Water Company, and Intervenors the West Basin Municipal Water District and the Water Replenishment District of Southern California, for further amendments to the Judgment, notice thereof and of the hearing thereon having been duly and regularly given to all Parties, came for hearing in Department 310 of the above-entitled Court on December 9, 2014 at 9:00 a.m., before said Honorable Freeman.

This "Amended Judgment" incorporates prior amendments to the Judgment made pursuant to the following Court orders: (1) Order Authorizing Temporary Mining Of Basin entered on or about June 2, 1977, (2) Order Authorizing Temporary Mining Of Basin entered on or about September 29, 1977, (3) Order approving Intervention After Judgment Of Hughes Aircraft Company As A Party Defendant And Amending Amended Judgment Herein entered on or about September 24, 1981, (4) Order Amending Judgment entered on or about March 8, 1989, (5) Order entered on or about July 6, 1993, and (6) Order Amending Judgment To Provide Exclusion Zone entered on or about December 21, 1995 (the "Prior Amendment Orders"). To the extent this Amended Judgment is a restatement of the Judgment as heretofore amended, the Prior Amendment Orders are incorporated into this Amended Judgment for convenience and not as a re-adjudication of the matters encompassed in the Prior Amendment Orders.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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Santa Barbara, CA 93101-2706

I. EXISTENCE OF BASIN AND BOUNDARIES THEREOF

There exists in the County of Los Angeles, State of California, an underground water basin or reservoir known and hereinafter referred to as "West Coast Basin," "West 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 intersection of Marvale Drive and Northridge Drive; thence through a point about 200 feet northeasterly along Northridge Drive from 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 through 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 intersection of Bixby 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 Ximeno 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 direction along the shore line of the Pacific Ocean to the intersection of said shore line with

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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 projection 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 encompassing the entire watershed of Centinela Creek to the point of beginning.

All streets, railways and boundaries of Cities and Counties hereinabove are referred to as the same existed at 12:00 o'clock noon on August 20, 1961.

The area included within the foregoing boundaries is approximately 101,000 acres in extent.

II. DEFINITIONS

1. "*Administrative Body*" is defined in Section XI.2.A. The Administrative Body is one of the three bodies that comprises the Watermaster.

2. "*Administrative Year*" means the 12 (twelve) month period beginning July 1 and ending June 30.

3. "*Adjudicated Right*" means the right of a Party to produce groundwater in a quantity greater than 0 (zero) pursuant to the rights authorized under Section III of this Amended Judgment.

4. "*Adjudicated Storage Capacity*" means 70,900 acre-feet of the Available Dewatered Space, unless otherwise modified in accordance with Section V.1.A herein, which has been apportioned for use herein for Individual Storage Allocation, Community Storage Pool, and Regional Storage Allocation.

5. "*Amended Judgment*" means the Judgment, as amended to date.

6. "*Available Dewatered Space*" means up to 120,000 acre feet of dewatered space available to hold groundwater within the West Coast Basin that is allocated between Adjudicated Storage Capacity and Basin Operating Reserve.

7. "*Basin,*" "*West Basin,*" and "*West Coast Basin*" as these terms are interchangeably used herein, each means the ground water basin underlying the area described in Section I hereof.

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8. "*Basin Operating Reserve*" means a total of 49,100 acre-feet of Available Dewatered Space, unless otherwise modified in accordance with Section V.1.A herein, available for Basin operations as provided in Section V.2. The Basin Operating Reserve added to the Adjudicated Storage Capacity equals the amount of Available Dewatered Space.

9. "*Carryover*" is defined in Section V.4.

10. "*Carryover Conversion*" means the process of converting water properly held as Carryover into Stored Water.

11. "*CEQA*" refers to the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* and its implementing regulations set forth at California Code of Regulations, Title 14, Chapter 3, which regulations shall be referred to herein as the "CEQA Guidelines."

12. "*CEQA Review Document*" means the final Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration, prepared by or on behalf of the lead agency under CEQA.

13. "*Community Storage Pool Allocation*" is defined in Section V.6.A.

14. "*Contributed Water*" means a specified amount of Stored Water that the person or entity who stores water agrees to not recapture and to allow to remain in the Basin.

15. "*Developed Water*" includes Imported Water and other non-native water supplies.

16. "*Existing Facilities*" means those facilities described in Exhibit C to this Amended Judgment as well as completed New Storage Facilities approved in accordance with this Amended Judgment.

17. "*Extraction*," "*extractions*," "*extracting*," "*extracted*," and other variations of the same noun and verb in either initial capital or all lower case, mean pumping, taking, diverting or withdrawing groundwater by any manner or means whatsoever from the West Coast Basin.

18. "*Individual Storage Allocation*" is defined in Section V.5.

19. "*Imported Water*" means water brought into the West Coast Basin area from a non-tributary source by a Party, and any predecessors in interest.

20. "*Majority Protest*" means a written protest filed with the Administrative Body of

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the Watermaster by Parties holding a majority of all Adjudicated Rights.

21. "*Material Physical Harm*" means material physical injury or an appreciable diminution in the quality or quantity of groundwater available within the Basin to support extractions pursuant to Adjudicated Rights or the right to extract Stored Water that is demonstrated to be attributable to the placement, recharge, injection, storage, transfer or recapture of Stored Water, 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.

22. "*MWD*" means the Metropolitan Water District of Southern California.

23. "*New Storage Facility*" means a physical facility that can be used to introduce Stored Water or water from a Water Augmentation Project into the Basin, including but not limited to aquifer storage and recovery wells, injection wells, percolation ponds and spreading basins, that are not listed on Exhibit C to this Amended Judgment. Once completed and approved in accordance with this Amended Judgment, a New Storage Facility shall be deemed an Existing Facility for purposes of this Amended Judgment.

24. "*Outgoing Watermaster*" means the State of California, Department of Water Resources.

25. "*Party*" or "*Parties*" means a Party or Parties to this action.

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

27. "*Regional Benefit*" means a contribution to or an advantage obtained by the Basin, the public, or the environment, including but not limited to (i) Contributed Water; (ii) additional infrastructure such as production wells or transmission pipelines that can be used by other Parties or WRD to enhance reliability of water supplies; or (iii) monetary payments. If the Regional Benefit is Contributed Water, the Contributed Water must be physical, "wet" water left in the Basin, which may be used by WRD as a source of Replenishment Water and thereby reduce the

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otherwise applicable Replenishment Assessment. The value of the Contributed Water will be determined by multiplying the amount of Contributed Water by the appropriate rate for Imported Water purchased or acquired by WRD in the Basin.

28. "*Regional Storage Project(s)*" are defined in Section V.7.

29. "*Regional Storage Allocation*" is defined in Section V.7.

30. "*Replenishment Assessment*" means the replenishment assessment imposed by WRD upon each acre-foot of groundwater extracted from the West Coast Basin pursuant to the WRD Act and in compliance with all other laws of the State of California and any other applicable laws. This Amended Judgment shall not determine nor affect the determination of whether a Replenishment Assessment is valid or invalid in the event that any Replenishment Assessment is challenged in a legal action.

31. "*Replenishment Water*" means water that, in accordance with the WRD Act, WRD affirmatively captures or procures to replenish the Basin by percolating or injecting water into the Basin or in-lieu by substituting surface water in-lieu of production and use of groundwater in accordance with the WRD Act. To the extent WRD hereafter creates new means of capturing naturally occurring water and causing such newly-captured water to replenish the West Coast Basin, such newly-captured replenishment water shall also be considered "Replenishment Water."

32. "*Space-Available Storage*" is defined at Section V.10.

33. "*Storage Panel*" means a bicameral body that consists of the: (i) West Coast Basin Water Rights Panel, and (ii) Board of Directors of WRD. The Storage Panel is one of three bodies that comprise the Watermaster.

34. "*Storage Project*" means a Technically Feasible activity pertaining to the placement, recharge, injection, storage, transfer or recapture of Stored Water in the Basin. Storage Project(s) includes Regional Storage Projects.

35. "*Stored Water*" or "*Store Water*" means water held within any portion of the Available Dewatered Space in the West Coast Basin as a result of spreading, injection, Carryover Conversion or water from a Water Augmentation Project, where there is an intention to

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subsequently withdraw the water for reasonable and beneficial use pursuant to the Amended Judgment.

36. "*Technically Feasible*" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account environmental and technological factors.

37. "*Total Adjudicated Production Rights*" means the sum of a Party's Adjudicated Rights and any contractual right through lease or other agreement to extract and use the Adjudicated Right of another Party.

38. "*Water Augmentation Project*" means pre-approved Technically Feasible physical actions and management activities that are initiated after entry of this Amended Judgment that provide demonstrated appreciable increases in long-term annual groundwater yield of the Basin.

39. "*Watermaster*" is comprised of the: (i) Administrative Body, (ii) Water Rights Panel, and (iii) Storage Panel. The Watermaster is not a "public agency" or a "trustee agency" within the meaning of CEQA and CEQA Guidelines 15379 and 15386.

40. "*Water Purveyor*" means a Party which sells water to the public, whether a regulated public utility, mutual water company, or public entity, which has a connection or connections for the taking of Imported Water through the MWD, 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.

41. "*Water Rights Panel*" means one of the three bodies that comprise the Watermaster consisting of five (5) members from among representatives of the Parties holding Adjudicated Rights. Three (3) of the members shall be the elected officers of president, vice-president and treasurer of the West Basin Water Association and the remaining two (2) members shall be selected by the Board of Directors of the West Basin Water Association in accordance with Section XI.2.B of the Amended Judgment.

42. "Watermaster Rules" mean the Rules that the Watermaster shall adopt, subject to Court approval, pursuant to Section XI.1.E of the Amended Judgment.

43. "*WRD*" means the Water Replenishment District of Southern California, a public

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corporation of the State of California (Division 18, commencing with Section 60000 of the Water Code).

44. "WRD Act" means the Water Replenishment District Act, California Water Code Sections 60000 *et seq.*

III. DECLARATION OF RIGHTS - WATER RIGHTS ADJUDICATED

A. Certain of the Parties and/or their successors in interest are the owners of Adjudicated Rights to extract water from the Basin, which Adjudicated Rights are of the same legal force and effect and without priority with reference to each other. The amount of such Adjudicated Rights, stated in acre-feet per year, of each of these Parties, as of the date of this Amended Judgment, is set forth in Exhibit A to this Amended Judgment and is hereby declared and established accordingly. Provided, however, that the Adjudicated Rights so declared and established shall be subject to the condition that the water produced, when used, shall be put to beneficial use through reasonable methods of use and reasonable methods of diversion; and provided further that the exercise of all of said Adjudicated 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.

B. Certain of the Parties have no Adjudicated Rights to extract water from the Basin. The name of each of said Parties, as of the date of this Amended Judgment, is listed in Exhibit A with a zero following its name, and the absence of such Adjudicated Rights in said Parties is hereby established and declared.

C. As provided in Exhibit B to this Judgment, there is hereby established a "nonconsumptive water use right" in the Basin, which is subordinate to the Adjudicated Rights set forth in Section III hereof and which right is exercisable only on specifically defined lands and cannot be separately conveyed or transferred apart therefrom.

D. As further provided in Exhibit B to this Judgment, any party herein may petition the Administrative Body, acting on behalf of the Watermaster, for a non-consumptive water use permit as part of a project to recover old refined oil or other pollutants that has leaked into the underground aquifers of the Basin.

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IV. TRANSFERABILITY OF RIGHTS

All Adjudicated Rights decreed and adjudicated herein, and the right to extract Stored Water stored within the Basin pursuant to the provisions 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 the Watermaster herein.

V. PHYSICAL SOLUTION – BASIN STORAGE, CARRYOVER, BASIN OPERATING RESERVE, AND EXCESS PRODUCTION

1. Determination of Available Dewatered Space

A. There exists within the Basin Available Dewatered Space which has not been optimally utilized for Basin management and storage of native water and Developed Water. The Court finds and determines that: (i) there is up to one hundred and twenty thousand (120,000) acre-feet of Available Dewatered Space in the Basin; (ii) use of the Available Dewatered Space will increase reasonable and beneficial use of the Basin by permitting the more efficient procurement and management of Replenishment Water and allowing Parties to have Stored Water in the Basin, thereby increasing the conservation of water and reliability of the water supply available to all Parties; and (iii) compliance with the terms, conditions and procedures set forth in this Amended Judgment is meant to prevent Material Physical Harm to the Basin associated with the use of the Available Dewatered Space for Stored Water. If the Court determines, pursuant to Section XIII of this Judgment, that the amount of Available Dewatered Space is more than or less than 120,000 acre-feet, then the Court shall equitably adjust the amount of the Basin Operating Reserve and Adjudicated Storage Capacity such that no more than 40.9% of the Available Dewatered Space is allocated to the Basin Operating Reserve. No Party shall Store Water in the Basin except in the Available Dewatered Space in conformity with this Amended Judgment.

B. It is essential that 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 the Watermaster becomes aware of the development of Material Physical Harm, or a reasonably foreseeable or

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imminent threat of the development of Material Physical Harm, relating to the use of the Available Dewatered Space, the Watermaster shall (i) promptly take all reasonably necessary action to cease or avoid such harm as authorized under this Amended Judgment and the Watermaster Rules, and (ii) notice a hearing within thirty (30) days before the Court and concurrently file a report with the Court, served on all Parties, which shall explain the relevant facts then known by the 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, all actions taken by the Watermaster to cease or avoid such harm, and any other recommendations to remediate the identified or threatened Material Physical Harm.

C. To fairly balance the needs of the divergent interests of Parties having Adjudicated Rights in the Basin, on the one hand, and the role 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, the Available Dewatered Space is apportioned into complementary classifications of forty-nine thousand one hundred (49,100) acre-feet of Basin Operating Reserve and seventy thousand nine hundred (70,900) acre-feet of Adjudicated Storage Capacity as set forth in this Section V. The apportionment contemplates flexible administration of storage capacity where use is apportioned among competing needs, while allowing Available Dewatered Space to be used from time to time as Space-Available Storage, subject to the priorities specified in this Amended Judgment.

2. Basin Operating Reserve

A. It is in the public interest for WRD to prudently exercise its discretion to purchase, spread, and inject water, to provide for in-lieu replenishment, and otherwise to fulfill its replenishment function within the Basin in accordance with the WRD Act. Accordingly, this Amended Judgment expressly recognizes that WRD may use the Basin Operating Reserve to manage available sources of water and otherwise fulfill its replenishment functions. WRD may allow naturally occurring water to occupy the Basin Operating Reserve, as needed and in its discretion, but cannot thereupon assert ownership, control or possession over naturally occurring

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water as Replenishment Water or Stored Water. WRD's priority right to use the Basin Operating Reserve is not intended to allow WRD to sell or lease Stored Water within that portion of the Available Dewatered Space.

B. WRD shall have forty-nine thousand, one hundred (49,100) acre-feet of Available Dewatered Space as the Basin Operating Reserve in accordance with the WRD Act.

C. WRD shall have a first priority right to use the Basin Operating Reserve in accordance with the WRD Act. WRD's first priority right to the Basin Operating Reserve is absolute. To the extent that there is a conflict between WRD and any other Party regarding the availability of and desire to use any portion of the Basin Operating Reserve, the interests of WRD will prevail. Any dispute as to the use of any portion of the Basin Operating Reserve shall be heard directly by the Court, after notice of hearing served on all Parties.

D. To the extent WRD does not require the use of some or all of the Basin Operating Reserve, that portion of the Basin Operating Reserve that is not then being used shall be available for Space-Available Storage in accordance with Section V.10 of this Amended Judgment and provided that such Space-Available Storage will not impede WRD's use of the Basin Operating Reserve. WRD's failure to use any portion of the Basin Operating Reserve for any time will not cause forfeiture or limit WRD's absolute right to make use of the Basin Operating Reserve in the future without compensation. Nothing herein shall permit WRD to limit or encumber its right to use the Basin Operating Reserve in accordance with the WRD Act.

3. Adjudicated Storage Capacity

The Adjudicated Storage Capacity is further allocated among the following classifications of Stored Water:

- Individual Storage Allocation: twenty-five thousand eight hundred (25,800) acre-feet.
- Community Storage Pool: thirty-five thousand five hundred (35,500) acre-feet.
- Regional Storage Allocation: nine thousand six hundred (9,600) acre-feet.

4. Carryover

A. In order to add flexibility to the operation of this Amended Judgment and to assist in a physical solution to meet the water requirements in the West Coast Basin, each of

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the Parties who is adjudged to have an Adjudicated Right and who, by the end of an Administrative Year, does not extract from the Basin all of such Party's Total Adjudicated Production Right, is permitted to carry over from such Administrative Year the right to extract from the Basin in the immediately following Administrative Year an amount of water equivalent to the amount of its Total Adjudicated Production Right that exceeds the amount of its actual extraction during said Administrative Year of water pursuant to its Total Adjudicated Production Right (hereinafter referred to as "Carryover"). Carryover, as computed above for a Party, shall be reduced by the quantity of Stored Water then held in the Available Dewatered Space by that Party at the commencement of the immediately following Administrative Year, although such reduction shall not cause the amount of Carryover to be less than 20% of the Party's Total Adjudicated Production Right.

B. 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, upon payment of the Replenishment Assessment to WRD. The WRD shall maintain, account and use the Replenishment Assessment paid for Carryover Conversion in accordance with the provisions of Section XI.2(A)(5) of this Amended Judgment. Such Stored Water shall be assigned to that Party's Individual Storage Allocation, if available, and otherwise to the Community Storage Pool, and thereafter to then existing excess capacity within other Individual Storage Allocation, the Regional Storage Allocation, and only then if all remaining space is fully occupied, to the Basin Operating Reserve for Space-Available Storage.

C. By reason of this Court's Orders dated June 2, 1977 and September 29, 1977, for the water years 1976-77 and 1977-78 any Party (including any successor in interest) can Carryover until utilized any Adjudicated Right (including any authorized Carryover from prior years) unexercised during said water years. This Amended Judgment shall not abrogate the rights of any additional Carryover of unused Adjudicated Rights of the Parties as may exist pursuant to the Orders filed as of June 2, 1977 and September 29, 1977.

5. Individual Storage Allocations

A. Up to twenty-five thousand eight hundred (25,800) acre-feet of Available

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Dewatered Space is apportioned among the Parties as "Individual Storage Allocation" for the purpose of providing each Party holding an Adjudicated Right under the Amended Judgment with a first priority right to use an amount of that Available Dewatered Space equal to approximately forty percent (40%) of their respective Adjudicated Right. Water may be deposited into storage and assigned to an Individual Storage Allocation either through Carryover Conversion or by other means authorized under the Amended Judgment. The Individual Storage Allocation will be held in the name of the Party holding the Adjudicated Right upon notice to the Storage Panel. To the extent a Party does not require the use of some or all of its Individual Storage Allocation, that portion of the Individual Storage Allocation that is not then being used shall be available for Space-Available Storage as provided in Section V10.A.

B. A Party's first priority right to its Individual Storage Allocation is absolute. To the extent that there is a conflict between a Party holding an Adjudicated Right and any other Party or WRD regarding the availability of and desire to use any portion of their Individual Storage Allocation, the interests of the Party with the Individual Storage Allocation will prevail. Any dispute as to the use of any portion of a Party's Individual Storage Allocation shall be heard directly by the Court, after notice of hearing served on all Parties.

6. Community Storage Pool

A. Up to thirty-five thousand five hundred (35,500) acre-feet of Available Dewatered Space is apportioned for the use by all Parties to the Amended Judgment with Adjudicated Rights on a shared or community basis, hereafter referred to as the "Community Storage Pool." 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 upon notice to the Storage Panel. So long as there is available capacity in the Community Storage Pool, any Party may store water in the Community Storage Pool, through Carryover Conversion as provided herein or by any other means authorized under the Amended Judgment, provided such Party has first fully occupied that Party's available Individual Storage Allocation.

B. So long as there is adequate storage capacity available within the

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Community Storage Pool, any Party may store water through any authorized method up to the prescribed limits of available capacity within the Community Storage Pool upon notice to the Storage Panel.

C. After a Party effectively occupies Available Dewatered Space within the Community Storage Pool and then withdraws water from the Community Storage Pool, that Party shall be allowed a period of twenty-four (24) months to completely refill the vacated storage capacity before the capacity will be determined abandoned and available for use by other Parties. However, once the Basin's Community Storage Pool has been filled (35,500 acre-feet in storage), a Party may exercise its twenty-four (24) month refill priority only once, and thereafter only provided there is then capacity available to permit that Party to refill the vacated space. Except as to space subject to the refill right, as provided herein, all access to the Community Storage Pool shall be made available pursuant to a basis of first in time, first in right.

D. A Party that has maintained Stored Water in the Community Storage Pool for ten (10) consecutive years shall be subject to the following provisions whenever the Community Storage Pool is at least twenty-five percent (25%) occupied with Stored Water based on an aggregate of all Parties holding Adjudicated Rights who have Stored Water in the Community Storage Pool: (i) the Party may elect to have that Stored Water deemed transferred to Space-Available Storage in accordance with Section V.10 of this Amended Judgment, but if such an election is not made or there is no Space-Available Storage, then (ii) the Stored Water shall be deemed extracted first in advance of all other extraction rights in subsequent years (notwithstanding the order of production set forth in Section IX.2) until the Party's entire Community Storage account has been extracted. After the Stored Water is either transferred to Space Available Storage or extracted as provided herein, then said Party may thereafter make a renewed use of Community Storage on terms equal to other Parties on a first in time, first in right, and space-available basis.

7. Regional Storage Allocation

A. Up to nine thousand six hundred (9,600) acre feet of Available Dewatered Space in the West Coast Basin (the "Regional Storage Allocation") is designated for "Regional

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Storage Project(s)" that: (i) do not constitute Water Augmentation Projects by enhancing the long-term reliable yield of the Basin; and (ii) require storage capacity in excess of Individual Storage Allocations and the Community Storage Pool.

B. Regional Storage Projects must be pre-approved by the Storage Panel of the Watermaster, as provided in Section V.12. The Storage Panel shall not approve a Regional Storage Project unless the applicant demonstrates (i) a proposed place of use and beneficial use for the water identified at the time of storage, and (ii) that the Regional Storage Project is Technically Feasible, will not cause Material Physical Harm and will confer a "Regional Benefit".

C. It is anticipated that Regional Storage Projects will be the principal category of storage for potential Storage Projects sponsored by, or for the benefit of, entities that do not hold an Adjudicated Right, although any Party to the Judgment may also propose a Regional Storage Project. Any entity which is not a Party to the Judgment who receives approval of a Regional Storage Project shall intervene into the Judgment as a Party prior to commencing the Regional Storage Project. A Regional Storage Project approved by the Storage Panel that occupies space within the nine thousand six hundred (9,600) acre-feet of Available Dewatered Space shall have a priority right to occupy the Regional Storage Allocation over any other use being made on a space-available basis.

D. Regional Storage Projects may include in-lieu, Carryover Conversion, physical improvements, recharge of "wet water" by spreading or injection, reducing the overall cost for the WRD to perform its replenishment function, and other measures that propose to make beneficial use of the designated storage capacity.

E. Parties receiving a right to Store Water pursuant to an approved Regional Storage Project shall have the first priority right to Regional Storage Allocation. Stored Water held in the Regional Storage Allocation by a Party with an Adjudicated Right as Space-Available Storage is subject to the limits of an annual extraction of one hundred and twenty percent (120%) of the storing Party's Total Adjudicated Production Right or as otherwise specified in accordance with Section IX.1 herein.

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F. To the extent that some or all of the Regional Storage Allocation is unused, that portion of the Regional Storage Allocation that is not then being used shall be available for Space-Available Storage as provided in Section V10.A.

8. Limitations on Storage

A. Irrespective of the category of storage utilized, each Party with an Adjudicated Right shall not cumulatively have in storage in the Available Dewatered Space at any time Stored Water totaling more than two hundred percent (200%) of that Party's Adjudicated Right. However, a Party with an Adjudicated Right less than 100 acre feet may store water in the Available Dewatered Space up to 200 acre feet.

B. Notwithstanding the foregoing, a Party with an Adjudicated Right may store additional water up to 50% of its Adjudicated Right in excess of the aforementioned limit of 200% of its Adjudicated Right in Space-Available Storage as provided in Section V.10 of this Amended Judgment for a cumulative total of up to 250% of the Party's Adjudicated Right. Any Party with an Adjudicated Right seeking to store water in excess of 200% of its Adjudicated Right shall apply for additional storage from the Storage Panel, which shall determine whether additional storage space is available in light of the amount of storage space being utilized by all Parties and providing adequate protection for planned or anticipated storage projects by other Parties. The Storage Panel shall establish requirements as part of the Watermaster Rules including providing notice of such applications to all Parties, a means for objection, standards for granting or denying such requests, and promulgate requirements governing the extraction of the additional storage.

C. A Party without an Adjudicated Right who holds rights to store water in the Regional Storage Allocation by virtue of an approved Regional Storage Project shall comply with any extraction limits established by the Storage Panel in its approval of said Regional Storage Project. Subject to the foregoing, the right to extract Stored Water in the Basin may be freely transferred to another Party to this Amended Judgment, as permitted by Section IV.

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9. Extraction 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. This determination reflects the practical application of certain provisions of this Amended Judgment concerning storage of water and extraction of Stored Water, including without limitation the following: (1) payment of the Replenishment Assessment is required upon Carryover Conversion, which allows WRD to replenish the Basin (as addressed under Section V.4(B); (2) Developed Water introduced into the Basin through spreading or injection for storage by or on behalf of a Party using Individual Storage Allocation or Community Storage Pool (as authorized under Sections V.5 and V.6), or pursuant to a Water Augmentation Project (as authorized under Section V.11), which needs not be replenished by WRD requiring payment of the Replenishment Assessment; and (3) with respect to Regional Storage Projects, a Regional Benefit must be established as a prerequisite of such a project, the water from which need not be replenished by WRD requiring payment of the Replenishment Assessment.

10. Space-Available Storage, Relative Priority, and Dedication of Abandoned Water

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

(1) Any Party with an Adjudicated Right may engage in Space-Available Storage without prior approval from the Storage Panel of the Watermaster provided that the storing Party or Parties with an Adjudicated Right shall assume all risks of waste and loss regardless of the hardship.

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(2) No Party with an Adjudicated Right may use any portion of the Basin Operating Reserve for Space-Available Storage unless that Party with an Adjudicated Right has already maximized its allowed storage pursuant to its Individual Storage Allocation and all available Community Storage and Regional Storage is already in use.

(3) Space-Available Storage shall first utilize unused storage space within the Individual Storage Allocation category, subject to the provisions in this Amended Judgment, and the Regional Storage Allocation before utilizing any available unused storage space within Community Storage. No utilization of Community Storage under Space-Available Storage shall be counted in making determinations under Sections V.6.C. or V.6.D.

(4) Whenever the Administrative Body determines that a Party with an Adjudicated Right is making use of excess Available Dewatered Space for Space-Available Storage without prior approval from the Storage Panel, the Administrative Body shall issue written notice to the Party with an Adjudicated Right informing them of the risk of loss and inform that Party what space (Individual Allocation, Regional Storage, Community Pool or Basin Operating Reserve) it is occupying on a Space-Available basis.

(5) Use of Space-Available Storage shall be administered in accordance with the rule of first in time, first in right. The Party with an Adjudicated Right holding the lowest priority right in Space-Available Storage shall assume responsibility for evacuating their Stored Water as may be necessary to accommodate a Party with an Adjudicated Right holding superior priority right. Any dispute concerning Space-Available Storage priorities, except as to Basin Operating Reserve or the Individual Storage Allocation, shall be submitted first to the Storage Panel for hearing and determination. The Storage Panel's determination, or lack thereof, may be appealed by motion to the Court by any Party to the dispute. Any dispute concerning the Community Storage Pool Allocation or the Regional Storage Allocation shall be submitted first to the Storage Panel for hearing and determination. The Storage Panel's determination, or lack thereof, may be appealed by motion to the Court by any Party to the dispute.

(6) Whenever the Available Dewatered Space is needed to accom-

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modate 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 within ninety (90) days the respective category of Adjudicated Storage Capacity or Basin Operating Reserve. Within sixty (60) days after receipt of such a notice to evacuate, the Party with an Adjudicated Right receiving the notice may provide a written election to the Storage Panel that it will store its Stored Water in 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, then within the Basin Operating Reserve, if available. The Party with an Adjudicated Right's Stored Water shall be deemed spilled and dedicated to the Basin in furtherance of replenishment of the Adjudicated Rights without compensation if the Party with an Adjudicated Right does not make a timely election or if there is no excess Available Dewatered Space. No Stored Water will be deemed so dedicated unless the cumulative quantity of water held as Stored Water in the Available Dewatered Space exceeds one hundred and twenty thousand (120,000) acre-feet in the West Coast Basin. Any dispute as to Stored Water threatening to be spilled or dedicated to the Basin shall be submitted to the Court pursuant to a motion by any Party to the dispute after to the expiration of sixty (60) days of the ninety-day period in the notice to evacuate.

B. A Party with an Adjudicated Right that seeks to convert the Stored Water held as Space-Available Storage to a more firm right, may in their discretion, contract for the use of another Party with an Adjudicated Right's Individual Storage Allocation, or may apply for approval of its request as a Regional Storage Project, or may add such water to the Community Storage Pool once space therein becomes available.

11. Water Augmentation

A. Physical and management actions of the Parties in consultation with WRD shall add to the long-term reliable yield of the Basin. Innovations and improvements in management 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 Amended Judgment in consultation with WRD implement a project that provides additional long-term reliable water

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supply to the West Coast Basin, the annual extraction rights in the West Coast 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 Amended Judgment in the same manner as other water.

B. Participation in any Water Augmentation Project shall be voluntary. The terms of participation will be at the full discretion of the 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 and with Storage Panel approval. All other Parties will be offered a reasonable opportunity to participate in any Water Augmentation Project on condition that they share proportionately in generally common costs and benefits, and assume the obligation to bear exclusively the cost of any improvements that are required to accommodate their individual or peculiar needs.

C. Advance written notice shall be provided which reasonably describes the potential project and the proposed terms under which a Party may "opt-in." Parties shall be afforded a reasonable time under the then prevailing circumstances for appropriate deliberation and action by the Parties. Disputes as to the adequacy of the notice and the time for project approval may be referred to the Storage Panel and then to the Court under its continuing jurisdiction.

D. Parties may elect, in their discretion, to opt into a Water Augmentation Project ("Project Participants") so long as they agree to offer customary written and legally binding assurances that they will bear their proportionate share of all costs attributable to the Water Augmentation Project or provide other valuable consideration that is deemed sufficient by the Project Leads and Project Participants.

E. All Water Augmentation Projects must be pre-approved by the Storage Panel, as provided in Section V.12. The Storage Panel shall determine the amount of additional groundwater extraction authorized as a result of a Water Augmentation Project, which determination shall be based upon substantial evidence. The amount of additional groundwater

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extraction shall not exceed the amount by which the Water Augmentation Project will increase the long-term sustainable yield of the Basin. No extraction right shall be established and no extraction shall occur until new water has been actually introduced into the Basin as a result of the Water Augmentation Project. Any approval for a Water Augmentation Project shall include provisions: (i) requiring regular monitoring to determine the actual amount of such new water made available; (ii) requiring make up water or equivalent payment therefore to the extent that actual water supply augmentation does not meet projections; and (iii) adjusting water rights attributable to the Water Augmentation Project to match the actual water created. Any approval for a Water Augmentation Project shall be based on a finding the Water Augmentation Project is Technically Feasible and will not cause Material Physical Harm.

F. The right to extract augmented water from the Basin pursuant to a Water Augmentation Project shall be accounted for separately and shall not be added to a Party's Adjudicated Right.

G. A Party that elects to participate and pays its 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 Lead Parties and the remaining Project Participants, will receive a proportionate right to extract the water resulting from the Water Augmentation Project.

H. A Party that does not elect to participate ("Non-Participating Party") will not receive a right to extract water resulting from to the Water Augmentation Project. Non-Participating Parties will not be required to pay any costs, fees or assessments of any kind attributable to the respective Water Augmentation Project including the fees required hereunder for the Watermaster duties or directly or indirectly as the WRD Replenishment Assessment.

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

J. WRD shall not obtain any extraction right or other water right under the Amended Judgment by virtue of its consultation in any Water Augmentation Project.

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12. Storage Procedure

A. Storage Reporting and Monitoring

The Administrative Body (defined below) shall: (i) prescribe forms and procedures for the orderly reporting of Stored Water and water from a Water Augmentation Project; (ii) maintain records of all water stored in the Basin; (iii) undertake the monitoring and modeling of Storage Projects, Water Augmentation Projects and New Storage Facilities required by this Judgment; and (iv) provide an accounting of Stored Water and/or water from a Water Augmentation Project within thirty (30) days of a written request by an Adjudicated Rights holder or a Party with rights to Stored Water. For purposes of Sections V.12 and V.13 of this Amended Judgment, Water Augmentation Project(s), New Storage Facilities and Storage Projects that require the approval of the Storage Panel shall collectively be referred to as "Projects."

B. Application and Notification Procedure

(1) Nothing in this Amended Judgment shall alter a Party's duty to comply with CEQA or any other applicable legal requirements as to any Project imposed by applicable law. Further, no action or approval under this Amended Judgment shall constitute a bar to a Party's duty to comply with CEQA or any other legal requirements as to any Project imposed by applicable law. However, a Party to this Amended Judgment who is undertaking or engaging in CEQA review for a Project that requires approval by the Storage Panel shall provide to the Watermaster copies of the notices required under CEQA to be provided to the public within the time periods proscribed by CEQA.

(2) For Projects that require review and approval by the Storage Panel, as provided in Section V.13, the Administrative Body shall provide appropriate applications, and shall work with Project applicant(s) to complete the application documents for presentation to the Storage Panel.

(3) The Administrative Body shall conduct the groundwater modeling necessary to support a Party's application for approval of a Project prior to the Storage Panel's hearing on said Project. Upon receipt of a notice of a lead agency's intention to prepare a CEQA Review Document, the Administrative Body shall conduct the modeling described in Section

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V.12 of this Amended Judgment and submit such modeling to the lead agency for inclusion in the proposed or draft CEQA documentation and the CEQA Review Document, subject to the Party's payment of the costs of that modeling. Such modeling is not required to be conducted by the Administrative Body if the Administrative Body and the Chair of the Water Rights Panel determine in writing that (i) the likely rise in water levels from the proposed Project would be minimal, (ii) other evidence (including any modeling prepared by the Project proponent) demonstrates that the Project will not cause Material Physical Harm after consideration of the factors outlined in Section V.13.B(3), and (iii) an Environmental Impact Report is not required under CEQA. If the Administrative Body and the Chair of the Water Rights Panel make such a determination, they shall promptly inform the entire Storage Panel. Such modeling shall thereafter be conducted by the Administrative Body if either the Water Rights Panel or the Board of Directors of WRD request that such modeling be conducted.

(4) The Party which is the proponent of a proposed Project shall bear all costs associated with the Watermaster's preparation and review of the application for approval of the Project and all costs associated with its implementation, including reimbursement of fees and costs incurred by the Administrative Body in conducting the necessary modeling and other technical studies.

(5) Within 30 days of receipt of an application for a Project or any notification(s) associated with the CEQA review for such Project, the Administrative Body shall provide written notice (either by electronic mail or U.S. postal mail) and access to a copy of the Project application and/or any available CEQA documentation, including the CEQA Review Document, to all Parties to the Amended Judgment. Any Party to the Amended Judgment shall be entitled to submit its own report related to the Project, and the Administrative Body shall consider such report in its processing of the Project application.

(6) As part of the application process, the Administrative Body shall cause the preparation of any study or analysis necessary to determine that the Project is Technically Feasible and will not cause Material Physical Harm, including the appropriate modeling of the cumulative effect of the particular Project on water levels in the West Basin. The

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Administrative Body may rely on CEQA documentation, including the CEQA Review Document, for a Project for the information necessary to make a determination on Technical Feasibility and Material Physical Harm and not prepare any additional analyses if the CEQA documentation contains the necessary information for consideration of the Project including the groundwater modeling required by this Amended Judgment.

C. Notice Process

Within thirty (30) days after submission of the final and complete Project application documents (including the technical reports, CEQA Review Document and modeling results), the Administrative Body shall provide notice (either by electronic mail or U.S. postal mail), and access to copies of the final and complete application documents to all Parties to the Amended Judgment.

13. Review/Approval Process

A. Projects Subject to Review

(1) Storage Projects exempt from the review and approval process provided in this Section V.13 include:

- use of Total Adjudicated Production Rights, except for extraction above one hundred and twenty percent (120%) of a Party's extraction right, as set out in Section IX.1;
- replenishment of the Basin with Replenishment Water by WRD;
- WRD's operations within the Basin Operating Reserve;
- Carryover Conversion; and
- Use of Existing Facilities to store water in the Individual Storage Allocation or the Community Storage Pool.

(2) All other Projects shall be subject to review and approval, as provided in this Section V.13, including, but not limited to, those projects involving:

- material variances to substantive criteria governing projects exempt from the review and approval process;
- modifications to previously approved Projects and related agreements;

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- 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
- any other means of storage not exempt by Section V.13.A(1).

B. Hearing and Approval Process for Watermaster Review

The following procedures shall be followed by the Watermaster where Storage Panel review is required or permitted under this Amended Judgment.

(1) No later than thirty (30) days after notice has been issued in accordance with Section V.12, the matter shall be set for hearing before the Storage Panel. A staff report shall be submitted by the Administrative Body in conjunction with the completed application documents, which report shall include proposed conditions of approval if the recommendation in the staff report is to approve the Project. The Water Rights Panel may prepare a separate independent staff report, if it elects to do so. Any Party to the Amended Judgment shall be entitled to submit its own report, and such report shall be considered by the Storage Panel as part of its review; however, a Party shall not be entitled to raise issues to the Storage Panel that it failed to raise as part of any previously completed CEQA process for the Project under consideration by the Storage Panel.

(2) Whenever feasible, the WRD Board of Directors and the Water Rights Panel shall conduct a joint hearing (i.e., the presumption shall be in favor of joint hearings). If a joint hearing is not held, the Water Rights Panel hearing shall be conducted in the manner prescribed for public agency hearings under the Brown Act.

(3) Factors to be considered in reviewing a Project include (i) facilities in the vicinity of the Project; (ii) proximity to drinking water wells and depths at which such wells are screened; (iii) depth at which water will be added under the Project; (iv) resulting groundwater elevations from the Project based on groundwater modeling conducted by the Administrative Body and, if they elect to do so, the Project proponent, (v) existing contamination, if any, in the vicinity of the Project; (vi) preferential groundwater pathways; (vii) the source of the water for the Project; and (v) information provided by any Party.

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(4) The WRD Board of Directors and the Water Rights Panel shall each adopt written findings explaining their decision on the Project, although if both entities reach the same decision, they shall work together to adopt a uniform set of findings. The findings must include the evaluation of the factors identified in Section V.13.B(3) and a determination that the Project is Technically Feasible and will not cause Material Physical Harm.

(5) The Storage Panel shall not be required to conduct a hearing on a Project if it (i) reviews the CEQA Review Document adopted by a lead agency; (ii) the CEQA Review Document includes the groundwater modeling required under this Amended Judgment; (iii) determines that the CEQA Review Document evaluated the factors identified in Section V.13.B(3); and (iv) determines that the CEQA Review Document demonstrates that the Project is Technically Feasible and will not cause Material Physical Harm.

(6) Unless both the WRD Board of Directors and Water Rights Panel approve the Project, the application shall be deemed denied (a "Project Denial"), provided, however, that if either the WRD Board of Directors or the Water Rights Panel is unable to render a decision on the application due to a conflict of interest arising under Section V.13 (A)(8) of this Amended Judgment, then the application shall be deemed approved if the remaining body of the Storage Panel approves the application. If both the WRD Board of Directors and Water Rights Panel approve the Project, the Project shall be deemed approved (a "Project Approval").

(7) If the Storage Panel approves the Project, it may impose reasonable conditions of approval on matters relevant to the Project, which shall include mandatory conditions of approval including annual limits on the amount of Stored Water, annual extraction limits of Stored Water, and water quality standards. The WRD Board of Directors and the Water Rights Panel shall work together to adopt a uniform set of conditions of approval promulgated after adoption of the Rules pursuant to Section X.1(E) and following the same review and comment process set forth in Section XI.1(E).

(8) Neither WRD nor any member of the Water Rights Panel shall render any decision on Projects subject to Watermaster review under Section V.13 of this Amendment Judgment if said entity has a conflict of interest under applicable law or the rules and

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21 East Carrillo Street
Santa Barbara, CA 93101-2706

regulations promulgated pursuant to Section XI.1(E) with respect to said Project.

(9) Any factual determinations made by the Watermaster, or any constituent body thereof, pursuant to this section, shall be based on the substantial evidence test.

C. Trial Court Review

An applicant, Adjudicated Rights holder or a Party holding rights to Stored Water may seek the Storage Panel's reconsideration of a Project Denial or Project Approval. 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 the Water Rights Panel. Any Party may file an appeal from a Project Approval or Project Denial with this Court, as further described in Section XI.4.D. The Trial Court shall review the decisions of the Watermaster, Storage Panel and Water Rights Panel in accordance with Section XI.4(D)

14. Excess Production

In order to meet possible emergencies, each of the Parties who is adjudged to have an Adjudicated Right and not possessing Stored Water, is permitted to extract from the Basin in any Administrative Year for beneficial use an amount in excess of each such Party's Total Adjudicated Production Rights not to exceed two (2) acre-feet or ten percent (10%) of such Party's Total Adjudicated Production Rights, whichever is the larger, and in addition thereto, such greater amount as may be approved by the Court. Notwithstanding Section XI.4 herein, if such greater amount is recommended by the Water Rights Panel, such order of Court may be made *ex parte*. Each such Party so extracting water in excess of its Total Adjudicated Production Rights shall be required to reduce its extractions below its Total Adjudicated Production Rights by an equivalent amount in the Administrative Year next following. Such requirement shall be subject to the proviso that in the event the Court determines that such reduction 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 its extractions by the amount of the excess theretofore extracted by such Party.

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21 East Carrillo Street
Santa Barbara, CA 93101-2706

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VI. PHYSICAL SOLUTION - EXCHANGE POOL

As a further part of said physical solution herein imposed:

1. Mandatory Offer to Exchange Pool

Not less than sixty (60) days prior to the beginning of each Administrative Year, each Party having supplemental water available to it through then existing facilities, other than water which any such Party has the right to extract hereunder, shall file with the Water Rights Panel 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 Administrative Year, provided that the amount required to be so offered for release shall not exceed the amount such Party can replace with supplemental water so available to it.

2. Basis of Offer to Exchange Pool; Redetermination of Offer by Water Rights Panel

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 Water Rights Panel, who may take into consideration the prior use by such Party for earlier Administrative Years and all other factors indicating the amount of such total required use and the availability of replacement water.

3. Voluntary Offer to Exchange Pool

Any Party filing an offer to release water under the mandatory provisions of this Section VI 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 Amended 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 Amended 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 Administrative Year.

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4. Price of Water Offered to Exchange Pool

Each offer to release water pursuant to this Section VI shall be the price per acre-foot declared and determined at the time of the filing of such offer by the releasing Party; provided that:

(a) such price per acre-foot shall not exceed the price that the releasing Party would have to pay to obtain from others, in equal monthly amounts, through existing facilities, a quantity of supplemental 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 MWD and West Coast Basin Municipal Water District to municipalities and public utilities for water received from MWD.

5. Price Dispute Objection - Water Rights Panel Determination

A. 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, refer the matter to the Water Rights Panel for determination. Within thirty (30) days after such objection is filed, the Water Rights Panel shall consider said objection and shall make its finding as to the price at which said water should be offered for release and notify all Parties.

B. The costs of such determination shall be apportioned or assessed by the Water Rights Panel in its discretion between or to the Parties to such dispute, and the Water Rights Panel shall have the power to require, at any time prior to making such determination, any Party or Parties to such dispute to deposit with the Water Rights Panel funds sufficient to pay the cost of such determination.

C. Any Party may appeal to the Court from a decision of the Water Rights Panel as provided in Section XI.4. Pending the Court's determination if the water so offered has been allocated, the Party making the offer shall be paid the price declared in its offer, subject to appropriate adjustment upon final determination.

6. Request for Water From Exchange Pool

A. Not less than sixty (60) days prior to the beginning of each Administrative

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Year, any Party whose estimated demand for water during the ensuing Administrative Year exceeds the sum of all of the Party's supplies available to it from the Basin under this Amended Judgment, may file with the Water Rights Panel a request for the release of water in the amount that said estimated demand exceeds 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 Water Rights Panel.

B. Within thirty (30) days thereafter, the Water Rights Panel shall advise, in writing, those Parties requesting water of the estimated price thereof. Any Party desiring to amend its request by reducing the amount requested may do so after the service of such notice.

C. Prior to the first day of each Administrative Year, the Water Rights Panel shall determine if sufficient water has been offered to satisfy all requests. If it determines that sufficient water has not been offered, it shall reduce such requests pro rata in the proportion that each request bears to the total of all requests.

D. Not later than the first day of each Administrative Year, the Water Rights Panel 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, it shall advise all Parties requesting water of the quantities of released water allocated from the Exchange Pool and to be taken by each requesting Party and the price to be paid therefore.

7. Allocation of Exchange Pool Water by Water Rights Panel

A. In allocating water which has been offered for release to the Exchange Pool under Section VI.1, the Water Rights Panel shall first allocate that water required to be offered for release and which is offered at the lowest price, 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 requests for the release of water made pursuant to Section VI.6, the Water Rights Panel 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 such requests. Any water offered for release under Section VI and not accepted in the Exchange Pool, and not allocated therefrom,

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shall be deemed not to have been offered for release and may be extracted from the Basin by the Party offering the same as if such offer had not been made.

B. Each Party requesting the release of water for its use and to whom released water is allocated from the Exchange Pool may thereafter, subject to all of the provisions of this Amended Judgment, extract such allocated amount of water from the Basin, in addition to the amount such Party is otherwise entitled to extract hereunder during the Administrative Year for which the allocation is made.

8. Exchange Pool Water Pumped Before Pumper's Own Right

From and after the first day of each Administrative Year, all water extracted from the Basin by any Party requesting the release of water and to whom such water is allocated shall be deemed to have been water so released until the full amount released for use by it shall have been taken, and no such Party shall be deemed to have extracted from the Basin any water under its 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.

9. Price and Payment for Water Released for Exchange Pool

A. All Parties allocated water under Section VI.6 shall pay a uniform price per acre-foot for such water, which price shall be the weighted average of the prices at which all the water allocated was offered for release.

B. Each Party shall pay to the Water Rights Panel, in five equal monthly installments during the applicable Administrative Year, an amount equal to the quantity of water allocated to it multiplied by said uniform price. The Water Rights Panel shall bill each such Party monthly for each such installment, the first such billing to be made on or before the first day of the second month of the Administrative Year involved, and payment therefore shall be made to the Water Rights Panel 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 one percent (1%) per month until paid. Such delinquent

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payment, including penalty, may be enforced against any Party delinquent in payment by execution or by suit commenced by the Water Rights Panel or by any Party hereto for the benefit of the Water Rights Panel.

C. Promptly upon receipt of such payment, the Water Rights Panel 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.

VII. ADDITIONAL PUMPING ALLOWED UNDER AGREEMENT WITH WRD DURING PERIODS OF EMERGENCY

A. WRD overlies the West Coast Basin and engages in activities of replenishing the groundwaters thereof with Replenishment Water. During an actual or threatened temporary shortage of the Imported Water supply to West Coast Basin, WRD may, by resolution, determine to subsequently replenish the Basin for any water produced in excess of a Party's Adjudicated Rights hereunder, within a reasonable period of time, pursuant to Over-Production Agreements with such Parties. Such Over-Production Agreements shall not exceed in the aggregate ten thousand (10,000) acre-fee (the "Initial Cumulative Over-Production Cap"). WRD may determine that a quantity of water is available for such agreements that exceed the Initial Cumulative Over-Production Cap (the "Supplemental Over-Production Water") based on a determination made after a public hearing and taking into account the water levels in the Basin and the availability of water to replenish the Basin other than Imported Water. Over-Production Agreements for Supplemental Over-Production Water shall be made available on an equal basis to all Parties with an Adjudicated Right who (i) possess no Carryover or Stored Water, (ii) have purchased Imported Water in the immediately preceding Administrative Year or will receive less water from a Water Purveyor due to the declared drought curtailing that Water Purveyor's available supplies, (iii) have exercised or contractually agreed to not exercise its rights under Section V.14 of this Amended Judgment, and (iv) provide important goods and services to the general public, provided, however, that WRD shall give priority to Parties meeting those criteria who have not entered into an Over-Production Agreement for an portion of the Initial Cumulative

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Over-Production Cap. Over-Production Agreements for Supplemental Over-Production Water shall be on the same terms as required under Sections VII.D and E.

B. Notwithstanding any other provision of this Amended Judgment, any Party with Adjudicated Rights who is (i) Water Purveyors, (ii) possess no Carryover or Stored Water, and (iii) have exercised or contractually agreed to not exercise its rights under Section V.14 of this Amended Judgment, is authorized to enter into agreements with WRD under which such Water Purveyors may exceed their Adjudicated Rights for a particular Administrative Year (an "Over-Production Agreement") when the following conditions are met:

(1) WRD is in receipt of a resolution of the Board of Directors of MWD stating 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 service area, which will be alleviated in part by over-pumping from West Coast Basin.

(2) The Board of Directors of both WRD and the Water Rights Panel, by resolutions, concur in the resolution of MWD's Board of Directors and each determine that the temporary overproduction in West Coast Basin will not adversely affect the integrity of the Basin or the sea water barrier maintained along the coast of the West Coast Basin. In said resolution, WRD's Board of Directors shall set a public hearing, and notice the time, place and date thereof (which may be continued from time to time without further notice) and which said notice shall be given by First Class Mail to all Parties. Said notice shall be mailed at least ten (10) days before said scheduled hearing date. At said public hearing, Parties shall be given full opportunity to be heard, and at the conclusion thereof the Board of Directors of WRD by resolution (a "Drought Resolution") decides to proceed with agreements under this Section VII.

C. If WRD has not entered into Over-Production Agreements with Water Purveyors for the entirety of the Initial Cumulative Over-Production Cap within thirty (30) days after the Drought Resolution, then WRD may enter into Over-Production Agreements with other Parties to this Judgment, although the amount of said Agreements shall not cause an exceedance of the Initial Cumulative Over-Production Cap. In considering such Agreements with other

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Parties, WRD shall accord priority to Parties who provide important goods and services to the general public.

D. All Over-Production Agreements with WRD shall be subject to the following requirements, and such reasonable others as WRD's Board of Directors shall require:

(1) The Over-Production Agreements shall be of uniform content except as to the quantity involved, and any special provisions considered necessary or desirable with respect to local hydrological conditions or good hydrologic practice.

(2) The Over-Production Agreements shall be offered to Water Purveyors and Parties, excepting those which WRD's Board of Directors determine should not over-pump because such over-pumping 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 West Coast Basin wherein groundwater levels are at an elevation where over-pumping is, under all the circumstances, undesirable.

(3) The maximum term of any such Over-Production Agreement shall be four (4) months. All such Over-Production Agreements shall commence and end on the same day (and which may be executed at any time within said four month period), unless an extension thereof is authorized by the Court under this Amended Judgment.

(4) The Over-Production Agreements shall contain provisions that the Water Purveyor or Party executing the agreement pay to WRD a price, in addition to the applicable Replenishment Assessment, determined on the following formula: The price per acre-foot of West Basin Municipal Water District's treated domestic and municipal water for the Administrative Year in which the agreement is to run, less the total of: (a) an amount per acre-foot as an allowance on account of incremental cost of pumping, as determined by WRD's Board of Directors; and (b) the rate of the replenishment assessment of WRD for the same Administrative Year. If the term of the Over-Production Agreement is for a period which will be partially in one Administrative Year and partially in another, and a change in either or both the price per acre-foot of West Basin Municipal Water District's treated domestic and municipal water and rate of the replenishment assessment of WRD is scheduled, the price formula shall be

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determined by averaging the scheduled changes with the price and rate then in effect, based on the number of months each will be in effect during the term of the Over-Production Agreement. 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 Over-Production Agreement are the last water pumped in the Administrative Year, and shall be payable as the Over-Production Agreement shall provide.

(5) The Over-Production Agreements shall contain provisions that: (a) All of such agreements (but not less than all) shall be subject to termination by WRD if, in the judgment of WRD'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 (b) that any individual agreement or agreements may be terminated if the WRD's Board of Directors finds that Material Physical Harm has developed as a result of over-extractions by any Water Purveyor or Party which have executed said Over-Production Agreements, or for any other reason that WRD's Board of Directors find good and sufficient.

E. Other matters applicable to such Over-Production Agreements and over-pumping thereunder are as follows, and to the extent they would affect obligations of the WRD they shall be anticipated in said Over-Production Agreements:

(1) The quantity of over-pumping permitted shall be additional to that which the Water Purveyor or Party could otherwise over-pump under this Amended Judgment.

(2) The total quantity of permitted over-pumping under all said agreements during said four months shall not exceed ten thousand (10,000) acre-feet, but the individual Water Purveyor or Party shall not be responsible or affected by any violation of this requirement. That total is additional to over-extractions otherwise permitted under this Amended Judgment.

(3) Only one four-month period may be utilized by WRD in entering into such Over-Production Agreements, as to any one emergency or continuation thereof declared by MWD's Board of Directors under Section VII.B(2) hereof.

(4) If any Party claims that it is being damaged or threatened with

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damage by the over-extractions by any Party to such an Over-Production Agreement, the Water Rights Panel or any Party hereto may seek appropriate action of the Court for termination of any such Over-Production Agreement upon notice of hearing served on all Parties. Any such termination shall not affect the obligation of the Party having entered into an Over-Production Agreement pursuant to this Section to make payments under the Over-Production Agreement for over-extractions which previously occurred thereunder.

(5) WRD shall maintain separate accounting and a separate fund of the proceeds from payments made pursuant to agreements entered into under this Section. Said fund shall be utilized solely for purposes of replenishment and the replacement of waters in West Coast Basin. WRD shall, as soon as practicable, cause replenishment in West Coast Basin by the amounts to be over-extracted pursuant to this Section, whether through spreading, injection, or in-lieu agreements.

(6) Over-extractions made pursuant to the said Over-Production Agreements shall not be subject to the "make up" provisions provided in Section V.14, provided, that if any Party fails to make payments as required by the Over-Production Agreement, Water Rights Panel may require such "make up" under Section V.14.

(7) The Water Purveyor or Party under any such Over-Production Agreement may, and is encouraged to, enter into appropriate arrangements with customers who have Adjudicated Rights in West Coast Basin under or pursuant to this Amended Judgment, whereby the Water Purveyor or Party will be assisted in meeting the objectives of the agreement.

(8) Nothing in this Section VII limits the exercise of the reserved and continuing jurisdiction of the court as provided in Sections XII and XIII hereof.

VIII. INJUNCTION

Upon entry of this Amended Judgment, 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, 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 otherwise provided in this Amended Judgment. Consistent

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with the Order Amending Judgment to Provide Exclusion Zone, dated December 21, 1995, no person shall construct, operate or maintain a well for the production of groundwater within 2,000 feet of any seawater barrier injection well operated in connection with the West Coast Basin Seawater Barrier Project.

IX. LIMITATIONS UPON EXTRACTION; ORDER OF PRODUCTION

1. Limits on Extractions

The total extraction right for an Administrative Year includes a Party's Total Adjudicated Production Right (to the extent not transferred by agreement or otherwise), and any right to extract Stored Water or Carryover as provided in this Amended Judgment. Any Party who has Carryover and/or Stored Water in the aggregate amount equal to or exceeding twenty percent (20%) of the Party's Total Adjudicated Production Right shall be allowed to extract, in any one Administrative Year, up to one-hundred and twenty percent (120%) of the Party's Total Adjudicated Production Right, except upon prior approval by the Storage Panel, as provided herein. Upon application, the Storage Panel shall approve a Party's request to extract water in excess of one hundred and twenty percent (120%) of such limitation consistent with Section V.13.B. Requests to extract water in excess of one hundred and twenty percent (120%) of a Party's Total Adjudicated Production Right shall be reviewed and either approved or denied by the Storage Panel in accordance with the procedure set forth in Section V.13 of this Amended Judgment.

2. Prioritization of Production

Except as provided in Section V.6.D, unless a Party elects otherwise, production of water from the Basin for the use or benefit of the Parties hereto shall be credited to each such Party in the following order: (i) Exchange Pool production; (ii) production of Carryover Water (but excluding the Carryover Water described in Section V.4.C, (iii) production of water pursuant to a lease or other agreement of an Adjudicated Right; (iv) production of water pursuant to that Party's Adjudicated Right; (v) production of Stored Water; (vi) the production of the Carryover Water described in Section V.4.C; and (vi) emergency production pursuant to an Over-Production Agreement with WRD pursuant to Section VII.

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X. LOSS OF DECREED RIGHTS

A. It is in the best interests of the Parties herein and the reasonable beneficial use of the Basin and its water supply that no Party be encouraged to take and use more water than is actually required. Failure to produce all of the water to which a Party is entitled hereunder shall not, in and of itself, be deemed or constitute an abandonment of such Party's right in whole or in part.

B. No taking of water under Sections III, V, VI and 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 its 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 its 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 Amended 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 its successor in interest, or to the public generally, or to any Party thereof, otherwise than as provided herein.

XI. WATERMASTER

1. Appointment

A. The constituent bodies specified below are, jointly, hereby appointed Watermaster to administer this Amended Judgment, for an indefinite term, but subject to removal by the Court. Collectively 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 the Watermaster have only limited and specified powers over certain aspects of the administration of this Amended Judgment.

B. The Outgoing Watermaster has agreed to 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

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concerning Watermaster activities.

C. Watermaster, and each of its constituent bodies, as designated below, exist as a special master pursuant to this Amended Judgment and serve 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.

D. Chair of the Water Rights Panel (defined below) shall represent the Watermaster before the Court subject to the provisions of Sections XI.2(B)(1) of this Amended Judgment.

E. The Administrative Body and the Water Rights Panel, acting jointly as the Watermaster, shall adopt Watermaster Rules that are reasonably necessary to carry out this Amended Judgment and are consistent with this Amended Judgment. Said Rules shall also include provisions for the appropriate application of existing laws to actions by the Watermaster concerning conflicts of interests; limiting gifts and monies to individuals holding a position on or in any constituent body of Watermaster; hiring outside contractors and consultants; and use of fees and assessments paid to the Watermaster authorized under this Amended Judgment. Within ninety (90) days after entry of this Amended Judgment, the Watermaster shall issue draft Watermaster Rules. The Watermaster Rules and any subsequent amendments shall be subject to a 30 day review and comment period by the Adjudicated Rights holders. The Watermaster is required to respond to all comments received during the 30 day review and comment period within a reasonable amount of time. Thereafter, the Watermaster is required to hold a hearing on the final Watermaster Rules or any amendments before submittal to the Court for review. The Watermaster Rules, and any subsequent amendments thereto, shall be presented to the Court for review and approval upon a noticed motion in the manner set forth in Section XI.4.D herein.

2. Watermaster Constituents

A. Administrative Body

WRD is appointed the Administrative Body of the West Coast Basin Watermaster ("Administrative Body"). In order to assist the Court in the administration and enforcement of the provisions of this Amended Judgment and to keep the Court fully advised, the Administrative

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Body shall have the following duties, powers and responsibilities in addition to those before or hereafter provided in this Judgment.

(1) *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 Amended Judgment. The Administrative Body shall collect and assemble the records and other data required of the Parties hereto, and evaluate such records and other data as part of its duties herein. The Water Rights Panel shall make its records available to the Administrative Body for record-keeping. The Administrative Body shall maintain copies of all records prepared or received by each body of the Watermaster consistent with the Watermaster Rules. Subject to compliance with all applicable laws protecting the disclosure of a party's confidential or proprietary information, the Administrative Body shall allow any Party or its representative to inspect and copy the Watermaster's records and other data during normal business hours and in accordance with the rules and regulations promulgated by the Watermaster hereafter.

(2) *Notices by Watermaster*

The Administrative Body shall provide notice to all Parties of all material actions or determinations by the Watermaster or any constituent body thereof, which shall be defined or delineated in the Watermaster Rules, and as otherwise provided by this Amended Judgment. The Administrative Body shall set a regular meeting day per month where it can hold a meeting and is required to post the agenda and give notice per the Watermaster Rules. The Watermaster Rules shall identify the days of the month on which the Storage Panel shall hold noticed meetings when a meeting is necessary. If notice is required to be given per email, then the timing for the notice is 5 business days. If the notice is required to be given per U.S. mail, then the timing for the notice is 10 business days. No action or determination of the Watermaster or the constituent bodies thereof shall be valid unless the notice requirements are satisfied.

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(3) *Annual Groundwater Monitoring*

The Administrative Body shall undertake at least one annual groundwater modeling event to evaluate the current condition of the Basin and determine that cumulatively, all Existing Facilities and New Storage Facilities do not pose actual or an imminent threat of Material Physical Harm. Said groundwater modeling shall incorporate the results of modeling conducted by the Administrative Body in accordance with Section V.12 of this Amended Judgment for the Storage Panel's review. The Administrative Body shall provide the Parties notice of and access to the results of the annual groundwater modeling, which notice may be by delivery of the Watermaster's annual report.

(4) *Annual Report*

On or before October 15 of every year, the Administrative Body shall prepare and deliver an annual report for the consideration of the Water Rights Panel. On or before December 15 of every year, the Watermaster shall report to the Court on the Basin and, for that purpose, may adopt the report of the Administrative Body, or separately may make its own report. Each annual report to the Court shall include, but not be limited to, the following:

- All water extractions in the Basin, including that by producers who have no Adjudicated Right;
- Storage accounts maintained by each Party, including Carryover Conversion;
- Proposed and ongoing Water Augmentation Projects;
- Proposed and ongoing Storage Projects;
- Proposed and constructed New Storage Facilities;
- The results of groundwater modeling conducted by the Administrative Body consistent with Section V.12 of this Amended Judgment during the preceding year, which modeling shall including modeling necessary to assess the cumulative effect on water levels in the Basin;
- Exchange Pool operation;
- Use of Developed Water, including Imported Water;
- Violations of the Amended Judgment and corrective action taken by the bodies of the Watermaster having jurisdiction as provided in this Amended Judgment;

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- Change of ownership of Adjudicated Rights;
- Watermaster administration costs;
- Water spread or injected into the Basin, including water injected for seawater intrusion barriers;
- Development of Material Physical Harm, or imminent threat of the development of Material Physical Harm; and
- Recommendations, if any.

(5) *Carryover Conversion Payment*

All payments of the Replenishment Assessment received by WRD from a Party converting Carryover to Stored Water shall be maintained and accounted for by WRD separate from any other funds held by WRD, either in its capacity as the Administrative Body or in its statutory capacity under the WRD Act. WRD shall use said Replenishment Assessments solely for the purpose of securing Replenishment Water for causing replenishment of the West Basin. WRD shall provide an accounting of the monies received, how spent, and, if not spent within an Administrative Year, the total amount maintained by WRD and the reason for not utilizing the funds for that Administrative Year.

(6) *Annual Budget and Appeal Procedure in Relation Thereto*

(a) At all times, the Administrative Body shall maintain a separation in accounting between the expense for performing the administrative functions specified in this Amended Judgment (the "Administrative Budget") and WRD's Replenishment Assessment and operating budget. By April 1 of each Administrative Year, the Administrative Body shall prepare a tentative Administrative Budget for the subsequent year. The Administrative Body shall mail a copy of said tentative Administrative Budget to each of the Parties at least sixty (60) days before the beginning of each Administrative Year. For the first Administrative Year of operation under this 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 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

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Replenishment Assessment and operating budget.

(b) The first year that the Administrative Budget is prepared by the Administrative Body pursuant to this Amended Judgment, the amount of that budget shall not exceed an amount equal to fifty percent (50%) of the 2013-2014 charge for Watermaster service for the West Coast Basin collected from Parties by the Outgoing Watermaster (the "Base Budget Amount"). 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. Any expense or cost attributable to performing the duties of the Administrative Body imposed by this Amended Judgment shall not be added to WRD's operating budget, or otherwise added to the calculation of the Replenishment Assessment. WRD, operating under the WRD Act, acknowledges that it has been preparing and maintaining financial statements and budgets in accordance with generally accepted accounting principles for state and local governments (GAAP) and conducting audits in accordance with generally accepted government auditing standards (GAGAS). In order to fulfill those budget and accounting provisions of the Amended Judgment relating to WRD acting in its statutory capacity, WRD agrees, acting under the WRD Act, to (i) continue its practice of preparing and maintaining financial statements and budgets in accordance with GAAP and conducting audits in accordance with GAGAS and (ii) certify, each year after an audit is completed within three (3) months after end of the Administrative Year, that no expense in WRD's operating budget or its Replenishment Assessment was charged or assessed contrary to the express provisions of Sections XI.2A5, 6 and 7 of the Amended Judgment. 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

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pursuant to the 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.

(c) If any Party has any objection to the Administrative Budget, it shall present the same in writing to the Watermaster within fifteen (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.

(d) The Administrative Body shall prepare and maintain financial statements and budgets in accordance with generally accepted accounting principles (GAAP) for state and local governments in order to meet this requirement. Audits will be conducted in accordance with generally accepted government auditing standards (GAGAS). The Administrative Body shall, each year after an audit is completed, certify within three (3) months after end of the Administrative Year that no expense was part of the budget or paid for by the budget contrary to the Amended Judgment.

(7) *Administrative Budget as Parties' Costs*

(a) The amount of the Administrative Budget to be assessed to each Party shall be determined as follows: If that portion of the final Administrative Budget to be assessed to the Parties holding an Adjudicated Right is equal to or less than twenty dollars ($20.00) per said Party then the cost shall be equally apportioned among said Parties. If that portion of the final Administrative Budget to be assessed to said Parties is greater than twenty dollars ($20.00) per said Party then each Party holding an Adjudicated Right shall be assessed a minimum of twenty dollars ($20.00), the amount of revenue expected to be received through the foregoing minimum assessments shall be deducted from that portion of the final Administrative Budget to be assessed to the Parties holding an Adjudicated Rights and the balance shall be

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assessed to the Parties having Adjudicated Rights, such balance being divided among them proportionately in accordance with their respective Adjudicated Rights. As a condition of approving a Regional Storage Project or a Water Augmentation Project, the Storage Panel shall require any Party participating in such a Project who does not hold an Adjudicated Right to pay a portion of the Administrative Body's budget consistent with the amount of water that can be stored by the Regional Storage Project relative to the total amount of Adjudicated Rights.

(b) 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 forty (40) days after the mailing of the tentative Administrative 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 five percent (5%) thereof 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 order hereinafter made by the Court, or by other proceedings by the Watermaster or by any Party hereto on the Watermaster's behalf.

(c) All such payments and penalties received by the Administrative Body shall be expended by it for the administration of this Amended Judgment. Any money remaining at the end of any Administrative Year shall be available for such use in the following Administrative Year. The Administrative Body shall maintain no reserves.

(8) *Concerns About Material Physical Harm*

Any Party shall raise concerns regarding actual or an imminent threat of Material Physical Harm to the Administrative Body or the Storage Panel prior to filing a motion with the Court unless the Party reasonably believes that irreparable harm to the Basin or itself is imminent if the Court does not order provisional relief. If reasonable concerns are raised to the Administrative Body, it shall promptly consider any such concerns including undertaking any investigation, modeling or other technical analysis necessary to address the concern. The Administrative Body shall provide written notice of its determination, and copy of its report, to all Parties by either electronic mail or U.S. postal mail. If a Party disagrees with the Administrative Body's conclusion, the Party may request a hearing before the Storage Panel. Any hearing before the

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Storage Panel shall proceed as outlined in Section V.13.B. Any decision of the Storage Panel shall be reviewable by the Court in accordance with Section XI.4.

(9) *Other Administrative Body Duties*

The Administrative Body shall perform such other duties as directed by the Court and the Watermaster Rules.

B. The Water Rights Panel

The Water Rights Panel shall consist of five (5) members from among representatives of the Parties holding Adjudicated Rights under this Amended Judgment. Three (3) of the members shall be the elected officers of president, vice-president and treasurer of the West Basin Water Association and the remaining two (2) members shall be selected by the Board of Directors of the West Basin Water Association. At least one (1) member of the Water Rights Panel shall be a non-Water Purveyor Adjudicated Rights holder possessing at least 1% of the Adjudicated Rights in the Basin. Members of the Water Rights Panel shall serve without compensation. The Water Rights Panel shall take action by majority of its members. The Water Rights Panel shall have the following duties and responsibilities:

(1) *Judicial Action Concerning Adjudicated Rights and Stored Water*

As among the other bodies of the Watermaster, the Water Rights Panel shall (i) have exclusive authority to move the Court to take such action as may be necessary to enforce the terms of the Amended Judgment, including but not limited to matters involving the extraction and maintenance of Adjudicated Rights, provided, however, that in matters involving Stored Water, the Water Rights Panel and the WRD Board of Directors must concur in the decision to take judicial action, in which case the Chair of the Water Rights Panel shall represent the Storage Panel in such action. If the WRD Board of Directors does not concur in taking judicial action, any Party may file a motion with the Court concerning the matter in their status as Parties to the Judgment if permitted by Section XIII of this Amended Judgment. No Party to the Amended Judgment waives any rights to seek relief or review of the decisions of the Watermaster or any body thereof. The Water Rights Panel's retention of legal counsel shall comply with the Watermaster Rules.

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(2) *Requirement of Measuring Devices*

The Water Rights Panel shall require all parties owning or operating any facilities for the extraction of groundwater from West 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.

(3) *Inspections by Watermaster*

Subject to compliance with all applicable laws protecting the disclosure of a party's confidential or proprietary information, 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.

(4) *Reports*

The Water Rights Panel shall be responsible for reporting to the Court concerning Adjudicated Rights in the Basin, including any and all of the following:

- Groundwater extractions;
- Exchange Pool operation;
- Violations of this Amended Judgment and corrective action taken or sought;
- Change of ownership of an Adjudicated Right;
- Assessments made by the Water Rights Panel and any costs incurred;
- Development of Material Physical Harm, or imminent threat of the development of Material Physical Harm; and
- Recommendations, if any.

(5) *Assessment*

The Water Rights Panel shall assess holders of Adjudicated Rights within the West Coast Basin an annual amount not to exceed one dollar ($1.00) per acre-foot of Adjudicated Rights, by majority vote of the members of the Water Rights Panel. The Water Rights Panel may assess a higher amount, subject to being overruled by Majority Protest. If an assessment is assessed in excess of one dollar ($1.00) per acre-foot, the assessment shall only be applied for that

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Administrative Year. The assessment is intended to cover any costs associated with any Amended Judgment enforcement action, the reporting to the Court pursuant to Section XI.2.B(1), and the review of Storage Projects as a component of the Storage Panel, as provided herein. It is anticipated that this body will rely on the Administrative Body's staff for most functions, but the Water Rights Panel may engage its own staff if required in its reasonable judgment and in accordance with the Watermaster Rules. The Water Rights Panel shall prepare and maintain financial statements and budgets in accordance with generally accepted accounting principles (GAAP) for state and local governments in order to meet this requirement. Every other year, the Water Rights Panel shall cause a Review of its Financial Statements by a certified public accountant. The Water Rights Panel shall, each year after a review is completed, certify within three (3) months after end of the Administrative Year that no expense was part of the budget or paid for by the budget contrary to the Amended Judgment. As a condition of approving a Regional Storage Project or a Water Augmentation Project, the Storage Panel will require any Party participating in such a Project who does not hold an Adjudicated Right to pay a reasonable portion of the Water Rights Panel's budget consistent with the amount of water that can be stored by the Regional Storage Project relative to the total amount of Adjudicated Rights.

(6) *Notices*

The Water Rights Panel shall, to the extent practical, hold regular meetings on a quarterly basis or more often as needed. Notices of meetings of the Water Rights Panel shall be provided as required under Section XI.2.A(2).

C. The Storage Panel

The Storage Panel of the Watermaster shall be a bicameral body consisting of (i) the West Coast Basin Water Rights Panel and (ii) the Board of Directors of WRD. Action by the Storage Panel shall require separate action by each of its constituent bodies provided, however, that action can be taken by each constituent body at a joint hearing. The Storage Panel shall have the duties and responsibilities specified with regard to the provisions for the storage and extraction of Stored Water as set forth in Section V and elsewhere within this Amended Judgment.

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D. Capacity As Court-Appointed Watermaster

In performing any duty not required by any other law or regulation, specifically set forth within this Amended Judgment and in conformance with all requirements for said duty therein for the Administrative Body, the Water Rights Panel or the Storage Panel then those bodies shall be deemed to act solely as the Court's appointed Watermaster and not in any other capacity.

3. Limitations on Powers and Duties of the Watermaster and its Constituent Bodies

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

Where practicable, the three bodies constituting the Watermaster should not duplicate the collection of data relative to conditions of the West Coast Basin which is then being collected by one or more governmental agencies, but where necessary each constituent body of the Watermaster 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 at either no cost or cost agreements with respect to the data collection, receipt of reports, billings to Parties, mailings to Parties, and similar matters.

B. Limitations on WRD's Leasing Authority

WRD shall not engage in a lease of Adjudicated Rights, Stored Water or any other water within the Basin to or from any Party or third party, provided, however, that the foregoing prohibition shall (i) not apply during any emergency declared pursuant to Section VII of this Judgment, (ii) not be interpreted to restrict WRD's ability or authority to lease in water from any source or entity for purposes of replenishment of the Basin or for water quality activities, and (iii) not apply to any reclaimed, recycled or remediated water that may be developed by WRD pursuant to its replenishment authority under WRD's enabling act (California Water Code Section 60000 *et seq.*).

C. Wasted and Nonchargeable Production Authorized By Watermaster

(1) In the event there is a rapid increase in the salinity of water produced from a well within the Basin and the Party producing the water has reason to believe that such increased salinity is the result of or potentially relates to sea water intrusion into the

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Basin, a Party may petition the Administrative Body, acting on behalf of the Watermaster, for its consent to make various changes in the operation of said well and waste the production therefrom during such changed conditions, in an effort to identify the reason for the rapid increase in salinity of the water produced from such well and to attempt to discover a method of operation for said well which will decrease the salinity of the water produced therefrom to such an extent that the well may be used in the future as part of the potable water supply of said Party.

(2) Upon receipt of such petition, the Administrative Body shall consult with the Los Angeles County Flood Control District and may consult with others, as needed, to determine whether such increased salinity in the water produced from said well potentially relates to sea water intrusion into the Basin. After such consultation, should the Administrative Body determine that the higher saline water produced from said well potentially relates to sea water intrusion, the Administrative Body may issue a written approval that authorizes the production and waste of water from said well in a manner which seeks to analyze and find a method of well operation for correction of the increased salinity of the water produced therefrom (a "Salinity Pumping Approval"). Such authorized water production and the waste thereof shall not be charged to the production right of such producing Party and shall be exempt from WRD's Replenishment Assessment.

(3) Regardless of the number of applications therefor, the Administrative Body may authorize a maximum aggregate of 100 acre feet per fiscal year of pumping and water wasting activities authorized under Salinity Pumping Approvals.

(4) If, during such authorized water production and waste thereof, such produced water becomes potable or is used by such producer, the Administrative Body shall immediately issue an order terminating the Salinity Pumping Approval.

(5) The results of all such Salinity Pumping Approvals shall be made available to any party herein upon request therefor to the Watermaster.

D. Material Physical Harm

The Storage Panel shall consider any reasonable concern that a Storage Project, Water Augmentation Project or New Storage Facility either individually or cumulatively is causing or is

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reasonably likely to cause an imminent threat of Material Physical Harm made pursuant to a report or request for hearing received pursuant to Section XI.2.A(8) of this Amended Judgment. The Storage Panel shall act on that matter in accordance with Section V,13(B) of this Amended Judgment. Any Party objecting to the Storage Panel's decision may file a motion with the Court pursuant to Section XI.4.D of this Amended Judgment.

4. Appeal from Watermaster Decisions Other Than With Respect to Budget

A. The provisions of this Section shall not apply to budgetary matters, as to which the appellate procedure is provided in Section XI.2.A(6).

B. Any Party who objects to any rule, determination, order or finding made by the Watermaster, or any constituent body of the Watermaster, may, but is not required to, object in writing delivered to the Administrative Body within thirty (30) days after the date the constituent body of Watermaster mails written notice of the making of such rule, determination, order or finding.

C. Within thirty (30) days after such delivery, the Watermaster, or the affected constituent body thereof, shall consider said objection and shall amend or affirm the ruling, determination, order or finding and shall give notice thereof to all Parties.

D. Within sixty (60) days from the date of said notice of a final ruling, determination, order or finding of a constituent body of the Watermaster, any objecting Party may file with the Court its objection to such final rule, determination, order or finding, and may 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. Any factual determinations made by the Watermaster or any constituent body thereof, shall be reviewed by the Court based on substantial evidence in light of the whole record, and any questions of law shall be reviewed de novo.

E. Any objection under this paragraph shall not stay the rule, determination, order or finding of a constituent body 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 pertinent constituent body of the Watermaster any written objection.

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XII. RESERVED AND CONTINUING JURISDICTION OF COURT

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 or any other right under this Amended Judgment to extract groundwater 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.

XIII. JUDGMENT MODIFICATIONS AND FURTHER ORDERS OF COURT

A. The Court further reserves jurisdiction so that at any 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 Amended Judgment, or make such further order or orders as may be necessary or desirable for the adequate enforcement, protection or preservation of the Basin and of the rights of the Parties as herein determined.

B. This Amended Judgment does not determine nor affect the determination of whether WRD's adoption of a Replenishment Assessment complied with applicable laws in the event that any Replenishment Assessment is challenged in a legal action.

XIV. RESERVATION OF RIGHTS

All Parties 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. WRD retains any rights, powers or privileges that it may now have or may hereafter have by reason of provision of law, including but not limited to the WRD Act, provided that WRD shall perform any express duty or obligation specifically imposed on it, either in its

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capacity as the Administrative Body or its statutory capacity, by this Amended Judgment. Further, this Amended Judgment shall not excuse any Party from complying with any applicable law, regulation or order.

XV. DESIGNEES OF PARTIES FOR FUTURE NOTICE AND SERVICE

A. Service of this Amended Judgment on those Parties who have executed and filed with the Court "Agreement and Stipulation for Judgment" or otherwise have named a designee, filed the same herein and have therein designated a person thereafter to receive notices, requests, demands, objections, reports, and all other papers and processes in this cause, shall be made by first class mail, postage prepaid, addressed to such designees (or their successors) and at the address designated for that purpose.

B. Each Party who has not heretofore made such a designation shall, within thirty (30) days after the Amended Judgment herein shall have been served upon that Party or its designee, file with the Court, with proof of service of a copy thereof 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.

C. A later substitute or successor designation filed and served in the same manner by any Party shall be effective from the date of such 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.

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

E. Parties hereto who have not entered their appearance or whose default has been entered and who are adjudged herein to have an Adjudicated Right, and who have not named a designee for service herein, shall be served with all said future notices, papers and process herein, and service herein shall be accomplished, by publication of a copy of such said

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notice, paper or process addressed to, "Parties to the West Coast 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, and circulated within the West Coast Basin Area; 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, 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 such notice is given.

XVI. INTERVENTION OF SUCCESSORS IN INTEREST AND NEW PARTIES

Any person who is not a Party herein or successor to such Party and who proposes to produce or store and produce water from the Basin may seek to intervene in this Amended Judgment in accordance with applicable law, including, but not limited to, the California Code of Civil Procedure, or through a Stipulation for Intervention entered into with the Water Rights Panel. The Water Rights Panel 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 thereof to the Parties, served as herein provided. Thereafter, if approved by the Court, such Intervenors shall be a Party herein, bound by this Amended Judgment and entitled to the rights and privileges accorded under the physical solution imposed herein.

XVII. JUDGMENT BINDING ON SUCCESSORS

Subject to the specific provisions hereinbefore contained, this Amended Judgment and all provisions thereof are applicable to, binding upon and inure to the benefit of not only the Parties, 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.

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THE CLERK WILL ENTER THIS AMENDED JUDGMENT FORTHWITH.

DATED: DEC 05 2014

KENNETH R. FREEMAN

Judge of the Superior Court

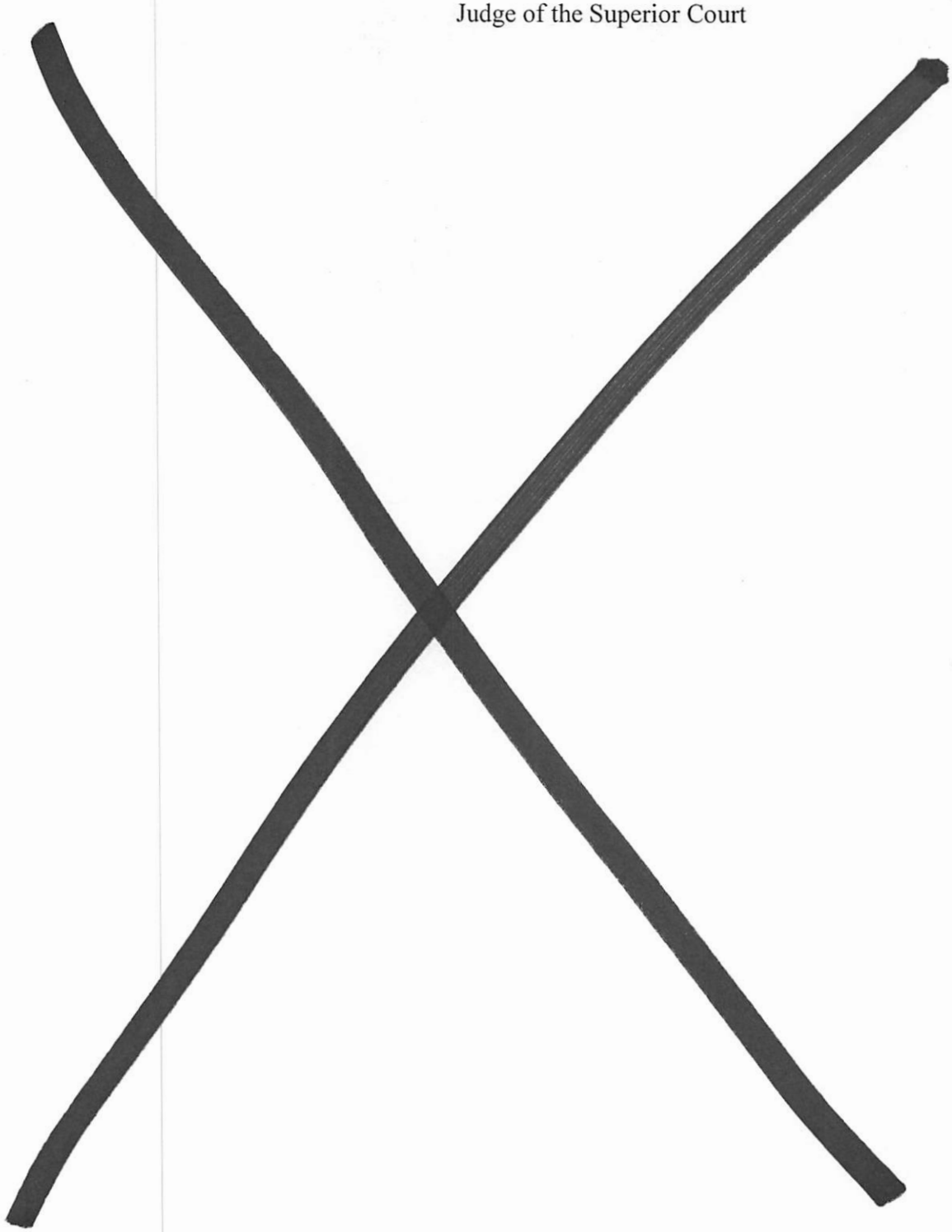

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EXHIBIT A

EXHIBIT A

ADJUDICATED RIGHTS

Party I.D.	Party	Adjudicated Right
7002	A B C Nursery, Inc.	24.10
7013	Aqua Capital Management LP	11.80
7015	Asahi Fancy Koi, Inc.	2.00
7025	Atlantic Richfield Company	0.00
7028	Automation Industries, Inc.	0.70
7048	CBS, Inc.	9.50
7050	California Water Service Company	4,070.00
7053	California Water Service Company (Dominguez)	10,417.45
7052	California Water Service Company (Hawthorne Lease)	0.00
7065	Carson-Harbor Village Mobile Home Park	7.00
7070	Carson-Madrona Company	104.00
7075	Century Builders	4.70
7080	Chandler's Palos Verdes Sand & Gravel Company	294.20
7086	Chevron USA, Inc.	4,601.30
7089	Coastline Church of Christ	0.70
7100	Curtis, Owen W.	0.36
7110	Delaney, Golda, Estate of	4.10
7150	El Segundo, City of	953.00
7156	Engelsma, Susan Trust	12.10
7165	Evergreen America Corp.	5.40
7201	Fujimoto, S.R., S.T. & J.K.	20.00
7220	Gillingham, Florence R., et al.	2.40
7226	Golden State Water Company	7,502.24
7260	Hawthorne, City of	1,882.00
7270	Hillside Memorial Park	92.30
7278	Hollywood Park Land Company, LLC	282.00
7003	Honeywell International,, Inc.	22.50
7285	Honold, Kristin Brandsma	11.80
7293	Hughes Aircraft Company	0.00
7310	Inglewood, City of	4,449.89
7312	Inglewood Park Cemetery	0.00
7364	Kinder Morgan Liquids Terminals, LLC	167.00
7380	Leuzinger, Emma L. Estate of	1.40
7450	Lomita, City of Water System	1,352.00
7390	Long Beach, City of	0.70
7400	Lopes, Frank	3.70
7410	Los Angeles, City of	1,503.00
7435	Los Angeles County Recreation Facilities	363.70
7440	Los Angeles County Sanitation District 2	102.00
7480	Loyola Marymount University	48.10
7490	Manhattan Beach, City of	1,131.20
7500	Mayflower Nurseries	0.00
7501	McDonnell Douglas Corporation	1.70
7510	Mobil Oil Corporation	2,596.40

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Party I.D.	Party	Adjudicated Right
7514	Montrose Chemical Corporation of California	1.20
7520	Mori, Roy H. and Kenji	3.60
7533	Myron Z. Chlavin & Nettie Desser Trust & JHD Pr.	0.00
7563	Northrop Corporation	38.15
7566	Nozaki, Sumikichi	7.00
7580	Pacific Crest Cemetery Company	39.40
7590	Palos Verdes Begonia Farm	0.00
7093	Phillips 66 Company	6,170.00
7620	Rehor, Josephine P.	2.20
7623	Rhodia, Inc.	521.00
7657	Rolling Hills Vista	0.00
7659	Roman Catholic Archbishop of Los Angeles	72.30
7700	Shell Oil Company	1,019.50
7720	Southern California Edison Company	57.10
7807	Tesoro Refining and Marketing Company	8,741.00
7850	Torrance, City of	5,638.86
7913	Vukelich, Mike Jr.	10.00
7920	Watson Land Company	80.20
7925	Watt Industrial Properties	0.10
7936	Western Water Service Company	0.00
7940	Wiseburn School District	8.20
7950	Zeigler, Maxwell T.	0.00
	West Coast Basin Total	**64,468.25**

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EXHIBIT B

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EXHIBIT B

NONCONSUMPTIVE USE

1. Nonconsumptive Water Use Right:

ORDER APPROVING INTERVENTION AFTER JUDGMENT OF HUGHES AIRCRAFT COMPANY, AS A PARTY DEFENDANT, AND AMENDING AMENDED JUDGMENT HEREIN

(Filed September 24, 1981)

The Petition of Defendant, Dominguez Water Corporation, for the order set forth below duly and regularly came on for hearing on September 24, 1981. Helm, Budinger & Lemieux and Ralph B. Helm, appeared as attorneys for said defendant and proof being made to the satisfaction of the court, and good cause appearing:

IT IS ORDERED that Hughes Aircraft Company be, and it is, hereby, made a party defendant herein, bound and entitled to the burdens and benefits of the Judgment herein.

IT IS FURTHER ORDERED that the Amended Judgment herein be further amended in the following particulars:

That there be added to the Amended Judgment herein, Paragraph III-A to read as follows:

"III-A

"There is hereby established a 'nonconsumptive water use right' in the Basin which is subordinate to the adjudicated rights set forth in Paragraph III hereof and which right is exercisable only on the hereinafter specifically defined lands and cannot be separately conveyed or transferred apart therefrom.

"Such right is exercisable without quantitative limit so long as Watermaster reasonably determines at the end of each fiscal year that the water produced from the Basin under such right is used in a closed system so that essentially all such produced water is returned without quality impairment, to the aquifer of the Basin from which the same was produced.

"Annually, during the first two weeks of June in each calendar year, such nonconsumptive water right producer shall submit to Watermaster a verified statement as to the amount and nature of the then current uses of said nonconsumptive right for the next ensuing fiscal year, whereupon Watermaster shall either affirm the nonconsumptive nature of such use or petition the Court for instructions or an injunction prohibiting the exercise of such nonconsumptive right by said nonconsumptive right producer.

"HUGHES AIRCRAFT COMPANY is the owner of a non-consumptive water right use in the Basin.

"A nonconsumptive water right owner shall, at such party's own expense, install and at all times maintain in good working order, mechanical measuring devices, approved by Watermaster, and keep records of water production and water returned to the Basin, as required by the Watermaster, through the use of such devices. The Watermaster may require such nonconsumptive use right 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 of his well.

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"Any nonconsumptive production of a party herein shall be considered in the total adjudicated rights of all parties herein for the purpose of sharing Watermaster's fees as parties' costs.

"Payment of his proportionate share of Watermaster fees, whether or not subject to adjustment by the Court as provided in Paragraph XII of the Judgment herein, shall be made by each such party, on or prior to the beginning of the fiscal year to which such final budget and statement of assessed cost is applicable. If such payment by any party is not made on or before said date, the Watermaster shall add a penalty of 5 percent thereof 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.

"Each nonconsumptive water right owner, its officers, agents, employees, successors and assigns, IS ENJOINED AND RESTRAINED from materially changing said nonconsumptive use at any time without first notifying Watermaster of the intended change of use, in which event Watermaster shall promptly petition the Court for instructions concerning the future exercise of such nonconsumptive use right.

"Defendant owner of said nonconsumptive right shall comply with and be subject to the rules and regulations of Watermaster and within 60 days of the entry of this Order, confirm

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with the Watermaster that the meters now installed on its existing wells satisfactorily measure its water production and return to the Basin. If such meters are not approved by Watermaster, Defendant owner shall have meters of the type designated by Watermaster installed within 60 days of Watermaster's said determination.

"The property upon which said nonconsumptive use wells are located is situated in the County of Los Angeles, State of California and is described as follows:

Parcel 1:

The surface and that portion of the subsurface lying above a plane 500 feet in depth, measured vertically from the surface, as said surface existed on January 27, 1959 of that portion of that certain parcel of land in the Rancho Los Palos Verdes, in the city of Torrance, county of Los Angeles, state of California, allotted to Orin S. Weston by decree of distribution in the estate of B. S. Weston, recorded in book 2838 page 230 of Deeds, in the office of that certain tract of land marked "B.S. Weston 1898.4 Acres" on a map of partition of part of the Rancho Los Palos Verdes, filed in Case No. 11575, of the Superior Court of said county, a copy of which map is filed in book 1 page 3, of Record of Surveys, in said office of the county recorder, described as follows:

Beginning at the southwest corner of that certain parcel of land conveyed to Standard Oil Company by deed dated December 18, 1925, recorded in book 5494 page 188 of Official Records of said Los Angeles County; thence South 62° 50' 50" East along the southerly boundary line of said land conveyed to Standard Oil Company 2141.41 feet, to the southeasterly corner of the land described in the deed to Pacific Semiconductors, Inc., a Delaware corporation, recorded January 3, 1963, as Instrument No. 2182, in book D 1872 page 433, Official Records, and the true point of beginning of this description; thence northerly, parallel with the westerly boundary line of said B.S. Weston Allotment to a point in the southwesterly boundary line of Lomita Boulevard, formerly known as Wilmington and Salt Works Road, as described in deeds to the County of Los Angeles, recorded in book 1135 page 101 of Deeds, and in book 754 page 171 of Deeds, records of said Los Angeles County; thence southwesterly along the southwesterly boundary line of Lomita Boulevard 422.81 feet; thence southerly parallel with the westerly boundary line of said B.S. Weston allotment to a point in the southerly line of said land conveyed to Standard Oil Company; thence North 62° 50' 50" West along said southerly line 422.81 feet to the true point of beginning.

EXCEPT all oil gas, asphaltum and other hydrocarbon substances and other minerals in or under said land or that may be produced there from, but with no right of. en try upon or through the surface of or that portion of the subsurface lying 500 feet vertically in depth below the surface thereof, as reserved by H. J. Early and Daisy Lee Early, his wife, in deed recorded April 16, 1963.

Parcel 2:

The surface and that portion of the subsurface lying above a plane 500 feet in depth, measured vertically from the surface, as said surface existed on January 27, 1959 of that portion of that

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certain parcel of land in the Rancho Los Palos Verdes, in the city of Torrance , county of Los Angeles, state of California, allotted to Orin S. Weston by decree of distribution in the estate of B.S. Weston, recorded in book 2838 page 230 of Deeds, in the office of the county recorder of said county, and being the part of that certain tract of land marked "B.S. Weston 1898.4 Acres" on a map of partition of part of the Rancho Los Palos Verdes filed in Case No. 11575, of the Superior Court of said county, a copy of which map is filed in book 1 page 3, of Record of Surveys, in said office of the county recorder, described as follows:

Beginning at the southwest corner of that certain parcel of land conveyed to Standard Oil Company by deed dated December 18, 1925, recorded in book 5494 page 188 of Official Records of said Los Angeles County; thence South 62°SO'SO" East along the southerly boundary line of said land conveyed to Standard Oil Company 1718.60 feet, to the southeasterly corner of the land described in the deed to Pacific Semiconductors, Inc., a Delaware corporation, recorded May 1, 1961, as Instrument No. 1723, in book D 1206 page 131, Official Records, and the true point of beginning of this description; thence northerly, parallel with the westerly boundary line of said B.S. Weston Allotment to a point in the southwesterly boundary line of Lomita Boulevard, formerly known as Wilmington and Salt Works Road, as •described in deeds to the county of Los Angeles, recorded in book 1135 page 101 of Deeds and in book 754 page 171 of Deeds, records of said Los Angeles county; thence southeasterly along the southwesterly boundary line of Lomita Boulevard 422.81 feet; thence southeasterly parallel with the westerly boundary line of said B.S. Weston allotment to a point in the southerly line of said land conveyed to Standard Oil Company; thence North 62° 50' 50" West along said southerly line, 422.81 feet to the true point of beginning.

EXCEPT all oil, gas, asphaltum and other hydrocarbon substances and other minerals in or under said land or that may be produced therefrom, but with no right of entry upon or through the surface of or that portion of the subsurface lying 500 feet vertically in depth below the surface thereof.

Dated: September 24, 1981

[Signature]
Judge

2. <u>Nonconsumptive Use Practices</u>:

ORDER AMENDING JUDGMENT

(Filed with County Clerk on March 8, 1989)

GOOD CAUSE APPEARING upon the duly-noticed Motion of West Basin Municipal Water District:

IT IS HEREBY ORDERED THAT THE JUDGMENT HEREIN BE AMENDED AS FOLLOWS:

"NON-CONSUMPTIVE PRACTICES

1. Any party herein may petition the Watermaster for a non-consumptive water use permit as part of a project to recover old refined oil or other pollutants that has leaked into the

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underground aquifers of the Basin. If the petition is granted as set forth in this part, the petitioner may extract the groundwater covered by the petition without the production counting against the petitioner's production rights.

2. If the Watermaster determines that there is a problem of groundwater contamination which the proposed project will remedy or ameliorate, an operator may make extractions of groundwater to remedy or ameliorate that problem if the water is not applied to beneficial surface use, its extractions are made in compliance with terms and conditions established by the Watermaster, and the Watermaster has determined either of the following:

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

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

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

4 The Watermaster shall conduct a public hearing on the petition and all parties herein and their representatives shall have an opportunity to be heard concerning the same.

5. The Watermaster shall, in its discretion, grant or deny the petition and fix a reasonable annual administrative fee to be paid to the Watermaster by the permittee. Within fifteen (15) days after the rendition of its decision, the Watermaster shall give written notice thereof to the designees of all parties herein.

6. After a noticed, public hearing, the Watermaster may, on the motion of any party herein or on its own motion, interrupt or stop a project for non-compliance with the terms of its permit or rescind or modify the terms of a permit to protect the integrity of the Basin of the Judgment herein. An order to interrupt or stop a project or to rescind or modify the terms of a permit shall apply to groundwater extractions occurring more than 10 days after the date of the order. The permit holder and the designees of all parties herein shall be given two weeks written

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notice of any hearing to consider interrupting or stopping a permitted project or the rescission or modification of the terms of a permit. Notice will be deemed given when mailed by first-class mail or when personally delivered.

7. The Watermaster'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 (30) days of the notice thereof and upon thirty (30) days notice to the designees of all parties herein.

8. The Watermaster shall monitor and periodically inspect the project for compliance with the terms and conditions of the permit hereunder.

9. No party shall recover costs from any other party herein."

IT IS FURTHER ORDERED that the amendment to the judgment approved by the court on March 22, 1984 ("former amendment") is hereby repealed, provided, all permits issued by the Watermaster under the former amendment shall be deemed under the instant amendment.

Dated: March 8, 1989

[Signature]
Judge

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EXHIBIT C

EXHIBIT C

The following facilities are the "Existing Facilities" as defined in Section II of the Amended Judgment. (The attached WRD District map also identifies these Existing Facilities.)

West Coast Barrier (WCB)

The West Coast Barrier, established in 1952-1953, is located on the west-facing coast of West Coast Basin, south of Los Angeles International Airport and in the cities of El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach, and Torrance.

The system is comprised of the following:
153 injection wells
73 are single injection wells
35 are dual injection wells (i.e., 70 wells total)
10 are composite wells, injecting into multiple aquifers
150 monitoring wells (150 well casings; many are nested locations)
100,000 feet of supply, distribution and disposal pipelines, ranging in size from 8 to 45 inches in diameter; composed of transite (asbestos/cement) pipe
Various blowoff valves, air relief valves, mainline valves (for clearing lines, isolating lines for maintenance work)
Pressure reducing station

Imported water is provided to the barrier through MWD connection WB-28 and recycled water is provided through a connection to WBMWD's West Basin Water Recycling Facility)

The West Coast Barrier alignment is approximately 1 mile inland of and parallel to Pacific Ocean. All aquifers along WCB are essentially flat-lying and merged in various locations. The Palos Verdes Hills at south end of WCB is composed of relatively impermeable materials, creating natural no-flow boundary for groundwater.

Other major structural features along WCB alignment include stabilized sand dunes (e.g., El Segundo Sand Hills).

Injection occurs in the 200-Foot Sand, Silverado Aquifer, and Lower San Pedro Formation (these aquifers occur at varying depths along the WCB alignment, and are merged at various locations). Depths range from near sea level (200-Foot Sand) to ~600 feet below sea level (Lower San Pedro Formation).

The WCB wells have an average injection rate ~0.30 cfs (~0.60 AF/day) and total barrier injection of ~21,000 AF/yr.

Dominguez Gap Barrier (DGB)

The Dominguez Gap Barrier, established in 1970-71, is located on the south-facing coast of West Coast Basin, north of Terminal Island, in the cities of Los Angeles, Carson, and Long Beach.

The system is comprised of the following:
94 injection wells
Original number of wells = 41
New wells added in 2001 = 33 (at 17 locations, mostly along a new alignment along Spring Street) = "automated wells" (wells have "juttering" redevelopment systems, and SCADA systems)
New wells added in 2004 = 20 (at 10 locations along the existing barrier alignment to fill in the gaps)
Some are single injection wells, injecting into the 200-Foot Sand

Some are dual injection wells (i.e., 56 wells total), injecting into the Gaspur/200-Foot Sand and 400-Foot Gravel
At least one is a composite well, injecting into the Gaspur/200-Foot Sand and 400-Foot Gravel
344 monitoring wells (i.e., well casings; most well locations are nested; including 12 nested wells added as part of eastern extension in Spring 2004)
31,000 feet of supply and distribution pipelines, ranging in size from 10 to 24 inches in diameter; composed of transite (asbestos/cement) pipe
Various blowoff valves, air relief valves, mainline valves (for clearing lines, isolating lines for maintenance work)
Pressure reducing station

Imported water is provided to the barrier through MWD connection WB-37 and recycled water is provided through a connection to LADWP's Terminal Island Treatment Plant.

The DGB is constructed across Dominguez Gap, ancient (probably Late Pleistocene) course of Los Angeles and San Gabriel Rivers. All aquifers are essentially flat-lying with minor faulting and warping in the 400-Foot Gravel, Silverado and Pico units; the minor folding occurs along the northwest-trending anticlines and synclines between the Palos Verdes Fault Zone to the southwest and the Newport-Inglewood Uplift to the north.

The Gaspur/200-Foot Sand aquifers are in hydraulic continuity with San Pedro Bay, while aquifers deeper than the 400-Foot Gravel are protected from direct contact with seawater from DGB injection into 200-Foot Sand in east-west leg of barrier.

DGB injection occurs in 200-Foot Sand and 400-Foot Gravel in north-south leg of barrier. Depths range from ~30 to 40 feet below sea level (200-Foot Sand) to over 450 feet below sea level (400-Foot Sand).

The DGB wells have an average injection rate ~0.15 cfs (~0.30 AF/day) (Several factors have caused reduction in effectiveness of barrier: failure of clay cap caused surface leakage at some injection wells and required reductions in injection rates; western edge of barrier does not provide protection against seawater intrusion because it does not extend to the less permeable Palos Verdes Hills; historical seaward pumping for reinjection into oil wells lowered water levels seaward of barrier and enhanced barrier operations) Total injection at barrier ~8,000 AF/yr.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101-2706