

1 Victor Kaleta  
2 City Attorney, Pasadena  
3 City Hall  
4 Pasadena, California 91109  
5  
6 BEST, BEST & KRIEGER  
7 Arthur L. Littleworth  
8 P. O. Box 1028  
9 Riverside, California 92502  
10 Telephone: (714) 686-1450  
11 Special Counsel for Plaintiff

ORIGINAL FILED  
NORTHEAST DISTRICT

FEB 22 1984

LOS ANGELES  
COUNTY CLERK

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

11 CITY OF PASADENA, a municipal )  
12 corporation, )  
13 Plaintiff, )  
14 vs. )  
15 CITY OF ALHAMBRA, a municipal )  
16 corporation, et al., )  
17 Defendants. )

NO. Pasadena C-1323

NOTICE OF MOTION TO MODIFY  
AND RESTATE JUDGMENT IN  
REGARD TO TRANSFER OF RIGHTS  
AND THE ESTABLISHMENT OF A  
NEW RAYMOND BASIN MANAGEMENT  
BOARD AS WATERMASTER

18 NOTICE IS HEREBY GIVEN that on the 16th day of March,  
19 1984, at 9:00 a.m., or as soon thereafter as the matter can be  
20 heard, in Department <sup>A</sup> of the Northeast District of the above-  
21 entitled court, at the Court House, 300 East Walnut, in the  
22 City of Pasadena, California, the plaintiff, City of Pasadena,  
23 will move the Court for an order modifying the Judgment herein  
24 as follows:

25 1. That the Judgment in this case be modified  
26 and restated to include prior modifications of April 29, 1955,  
27 January 17, 1974 and June 24, 1974 so as to read as follows:

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KRIEGER  
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LAW  
ES OF  
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4200 ORANGE STREET  
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1           "The above-entitled action was brought by plaintiff,  
2 City of Pasadena, a municipal corporation, against City of  
3 Alhambra, a municipal corporation, City of Monrovia, a municipal  
4 corporation, City of Arcadia, a municipal corporation, City of  
5 Sierra Madre, a municipal corporation, City of South Pasadena,  
6 a municipal corporation, La Canada Irrigation District, San  
7 Gabriel County Water District, Lincoln Avenue Water Company, a  
8 corporation, The Las Flores Water Company, a corporation, Rubio  
9 Canon Land and Water Association, a corporation, Valley Water  
10 Company, a corporation, Flintridge Mutual Water Company, a  
11 corporation, California-Michigan Land and Water Company, a cor-  
12 poration, Mira Loma Mutal Water Company, a corporation, El  
13 Campo Mutual Water Company, a corporation, Sunnyslope Water  
14 Company, a corporation, California Water and Telephone Company,  
15 a corporation, Crown City Ice Company, a corporation, Rancho  
16 Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning  
17 Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E.  
18 Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants,  
19 for the purpose of quieting the title of said plaintiff as  
20 against said defendants to the alleged prior and paramount right  
21 of said plaintiff to take, divert and use the waters within the  
22 area involved in the issues of the action situate in the County  
23 of Los Angeles, State of California, and to enjoin each defen-  
24 dant found to own a right to take or divert water from the  
25 Raymond Basin from taking therefrom, in any year, water in such  
26 volume as, when added to the amount which the other parties  
27 shall be adjudged and decreed to be entitled to take and divert,  
28 would result in a total annual diversion from said basin in

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1 excess of the average annual supply of water thereto; and on  
2 July 13, 1939, the above-entitled Court having issued its order  
3 directing said plaintiff to bring in and make parties to said  
4 action Ross M. Lockhard, Pasadena Cemetery Association, a cor-  
5 poration, Altadena Golf Club, a corporation, Henry E. Huntington  
6 Library and Art Gallery, a corporation, Bradbury Estate Company,  
7 a corporation, and East Pasadena Water Company, Ltd., a corpora-  
8 tion, and said Court on the 8th day of November, 1939, having  
9 made its order declaring void the order to bring in new parties  
10 made July 13, 1939, insofar as East Pasadena Water Company, Ltd.,  
11 is concerned, and said defendant having been dismissed from  
12 this action; and

13 All said parties defendant having been duly served  
14 personally with summons and a copy of the complaint, and the  
15 issues having been joined; defendant Ross M. Lockhard having  
16 answered by his true name Ross M. Lockhart; and Robert A.  
17 Millikan, Archer Milton Huntington, Herbert Hoover, William B.  
18 Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington  
19 Library and Art Gallery answering for defendant Henry E.  
20 Huntington Library and Art Gallery, a corporation; defendants  
21 Bradbury Estate Company, a corporation, and Eugene E. Bean  
22 having disclaimed any right, title, interest or estate in and  
23 to the properties involved in this action, Charles Hueston  
24 Hastings, having answered by his true name Charles Heuston  
25 Hastings, and since the commencement of this action said defen-  
26 dant Charles Heuston Hastings having died and Ernest Crawford  
27 May as Executor of the Last Will and Testament of Charles  
28 Heuston Hastings, deceased, having been substituted for said

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1 decedent, and A. V. Wagner having answered and having asserted  
2 and claimed a right to water on his own behalf and on behalf of  
3 others claiming under and through him, and Canyon Mutual Water  
4 Company, a corporation, sued herein as Doe Corporation No. 1,  
5 having answered under its true name, and defendant Alice H.  
6 Graves having died since the commencement of this action, and  
7 Alice Graves Stewart and Katharine Graves Armstrong and  
8 Francis P. Graves being the heirs at law of said Alice H.  
9 Graves, deceased, and being the residuary legatees under the  
10 Last Will and Testament of Alice H. Graves, deceased, and having  
11 been substituted by stipulation as parties defendant for said  
12 Alice H. Graves, and plaintiff since the commencement of this  
13 action having acquired the water rights owned and claimed by  
14 Jacob Bean Securities Company, a corporation, Alice Graves  
15 Stewart, Katharine Graves Armstrong and Francis P. Graves,  
16 exclusive of the rights of the last named individuals which  
17 are hereinafter set forth and defined, and plaintiff having  
18 duly filed its supplemental complaint with respect thereto,  
19 and the defendant City of Arcadia, since the commencement of  
20 this action, having acquired all water rights involved herein  
21 of the Rancho Santa Anita, Inc., a corporation, and said  
22 defendants having duly filed their supplemental answer with  
23 respect thereto, and First Trust and Savings Bank of Pasadena,  
24 a corporation, answering as successor in interest to defendant  
25 Altadena Golf Club, defendant Sunnyslope Water Company, a  
26 corporation, having stipulated that its true name is Sunny  
27 Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn  
28 having been substituted as parties defendant in the place and

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1   stead of defendant Fred M. Wilcox, and Dell A. Schweitzer,  
2   executor of the estate of Fred M. Wilcox, deceased; motion of  
3   defendant City of South Pasadena for permission to file its  
4   amended answer disclaiming any interest or estate in the  
5   water and/or water rights in the Raymond Basin as described  
6   in plaintiff's complaint, having been granted, and said  
7   defendant, City of South Pasadena, having been dismissed from  
8   this action, subject to the obligation of said defendant to  
9   pay certain costs, plaintiff and certain defendants having  
10  jointly filed herein their motion that reference should be  
11  made to the Division of Water Resources, Department of Public  
12  Works, State of California, as referee; after hearing thereon,  
13  following notice duly served on all defendants not parties to  
14  said motion, said Division of Water Resources having been  
15  appointed referee herein to investigate all of the physical  
16  facts involved herein, and seasonably to report to the Court  
17  thereon, and the said referee having filed its report herein  
18  and the objections thereto filed with it, a stipulation in  
19  writing having been entered into on the 29th day of September,  
20  1943 by and between the attorneys for certain parties, to  
21  wit: City of Alhambra, City of Arcadia, California Water and  
22  Telephone Company, Canyon Mutual Water Company, Crown City  
23  Ice Company, El Campo Mutual Water Company, First Trust and  
24  Savings Bank of Pasadena, Flintridge Mutual Water Company,  
25  Francis P. Graves, Alice Graves Stewart and Katharine Graves  
26  Armstrong, being the heirs of Alice H. Graves, deceased, and  
27  being the residuary legatees under the Last Will and Testament  
28  of Alice H. Graves, deceased, Las Flores Water Company,

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1 Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford  
2 May, as Executor of the Last Will and Testament of Charles  
3 Heuston Hastings, deceased, Robert A. Millikan, Archer Milton  
4 Huntington, Herbert Hoover, William B. Munro and Edwin P.  
5 Hubbell, Trustees of the Henry E. Huntington Library and Art  
6 Gallery, Mira Loma Mutual Water Company, City of Monrovia,  
7 Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery  
8 Association, City of Pasadena, Royal Laundry and Dry Cleaning  
9 Company, Rubio Canon Land and Water Association, San Gabriel  
10 County Water District, City of Sierra Madre, Sunny Slope  
11 Water Company, Valley Water Company, A. V. Wagner and those  
12 claiming under and through him, and said stipulation having  
13 been filed herein on the 24th day of November, 1943, requesting  
14 that a certain judgment be entered herein as between said  
15 parties, and stipulating that the amount of water pumped or  
16 otherwise taken by non-parties to this action in the Western  
17 Unit of the Raymond Basin Area as described in Paragraph I of  
18 the proposed judgment attached to said stipulation was 340  
19 acre feet per year and that the amount of water pumped or  
20 otherwise taken by non-parties to this action in the Eastern  
21 Unit of said Raymond Basin Area was 109 acre feet per year,  
22 and the Court on November 24, 1943 having made its order  
23 making each and all of the terms and provisions of said  
24 proposed judgment immediately effective as to said stipulating  
25 parties, and on April 5, 1944 the Court having made its order  
26 appointing and authorizing the Division of Water Resources of  
27 the Department of Public Works of the State of California to  
28 act and serve herein as Watermaster in accordance with the

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1 provisions of the proposed judgment attached thereto and made  
2 a part thereof, and a stipulation between said stipulating  
3 parties and the defendant La Canada Irrigation District  
4 making the defendant La Canada Irrigation District a party to  
5 said stipulation for said judgment and order having been  
6 filed in this Court on April 28, 1944, and this Court on  
7 April 28, 1944 having ordered that during the pendency of  
8 this litigation or until further order of this Court the said  
9 defendant La Canada Irrigation District be made a party to  
10 the stipulation for judgment and order entered into on the  
11 29th day of September, 1943 and filed on the 24th day of  
12 November, 1943, and all objections and exceptions to the  
13 Report of Referee, except those of defendant California-  
14 Michigan Land and Water Company, having been withdrawn, and  
15 defendant Flintridge Mutual Water Company having assigned all  
16 its water rights involved herein to defendant Valley Water  
17 Company,

18           This cause came on regularly for hearing of the  
19 objections and exceptions of defendant California-Michigan  
20 Land and Water Company filed to the Report of Referee and the  
21 further trial of the cause between said defendant and the  
22 other parties on the 18th day of May, 1944 before the Honorable  
23 Frank C. Collier, judge presiding in Department Pasadena A of  
24 the above-entitled Court, the Court sitting without a jury;  
25 said hearing and trial were held on the following dates in  
26 the year 1944, to wit: May 18, May 19, May 23, May 24,  
27 May 25, May 31, June 1, June 2, June 6, June 7, June 8,  
28 July 20, August 7 and August 8. A. E. Chandler, Esq., Special

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1 Counsel, and Harold P. Huls, Esq., City Attorney, appearing  
2 as attorneys for plaintiff; Messrs. Goodspeed, McGuire,  
3 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald  
4 McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys  
5 for defendant California-Michigan Land and Water Company;  
6 Emmett A. Tompkins, Esq., City Attorney, and Kenneth K.  
7 Wright, Esq., appearing as attorneys for defendant City of  
8 Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K.  
9 Wright, Esq., appearing as attorneys for defendant City of  
10 Monrovia; Kenneth K. Wright, Esq., appearing as attorney for  
11 defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing  
12 as attorney for defendant Flintridge Mutual Water Company;  
13 Kenneth K. Wright, Esq., appearing as attorney for defendant  
14 Valley Water Company; John C. Packard, Esq. and Kenneth K.  
15 Wright, Esq., appearing as attorneys for defendant El Campo  
16 Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by  
17 W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as  
18 attorneys for defendant Crown City Ice Company; Messrs.  
19 Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler &  
20 Wright by Howard W. Wright, Esq., and Kenneth K. Wright,  
21 Esq., appearing as attorneys for defendants Francis Graves,  
22 Alice Graves Stewart and Katharine Graves Armstrong; Messrs.  
23 Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank,  
24 Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K.  
25 Wright, Esq., appearing as attorneys for defendant Ernest  
26 Crawford May, as Executor of the Last Will and Testament of  
27 Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn &  
28 Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq.,



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1 appearing as attorneys for defendants Robert A. Millikan,  
2 Archer Milton Huntington, Herbert Hoover, William B. Munro  
3 and Edwin P. Hubbell, trustees of the Henry E. Huntington  
4 Library and Art Gallery; Messrs. Anderson and Anderson by  
5 Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing  
6 as attorneys for defendant Rubio Canon Land and Water Associa-  
7 tion; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq.,  
8 appearing as attorneys for defendant La Canada Irrigation  
9 District; Messrs. Boyle, Holmes & Garrett by John W. Holmes,  
10 Esq., and Kenneth K. Wright, Esq., appearing as attorneys for  
11 defendant First Trust and Savings Bank of Pasadena; Walter F.  
12 Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,  
13 appearing as attorneys for defendant City of Sierra Madre;  
14 Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing  
15 as attorneys for defendant Royal Laundry and Dry Cleaning  
16 Company; Messrs. Bacigalupi, Elkus & Salinger by Claude  
17 Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as  
18 attorneys for defendant California Water and Telephone Company;  
19 Kenneth K. Wright, Esq., appearing as attorney for defendant  
20 San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &  
21 Merriam by Ralph T. Merriam, Esq., appearing as attorneys for  
22 defendant Pasadena Cemetery Association; Frederick G. Stoehr,  
23 Esq., appearing as attorney for defendant A. V. Wagner;  
24 Messrs. Potter and Potter, by Bernard Potter, Esq., appearing  
25 as attorneys for defendant Mira Loma Mutual Water Company;  
26 Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,  
27 appearing as attorneys for defendant City of Arcadia; Laurence B.  
28 Martin, Esq., appearing as attorney for defendant Sunny Slope

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1 Water Company; Robert E. Moore, Esq., appearing as attorney  
2 for defendant Lincoln Avenue Water Company; Messrs. Hahn and  
3 Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
4 defendant The Las Flores Water Company; Messrs. Hahn and Hahn  
5 by Edwin F. Hahn, Esq., appearing as attorneys for defendants  
6 Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn  
7 and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
8 defendant Canyon Mutual Water Company, and

9 All objections and exceptions to the Report of  
10 Referee filed by defendant California-Michigan Land and Water  
11 Company having been overruled by the Court with the exception  
12 of objection 18 which was withdrawn by said defendant, and

13 Certain stipulations having been entered into by  
14 and between the parties and evidence both oral and documentary  
15 having been introduced and the cause having been submitted to  
16 the Court for its decision upon briefs, and briefs for the  
17 respective parties having been filed and considered, the  
18 Court, being fully advised in the premises, and having made  
19 its findings of fact and conclusions of law, and

20 The Court, by reason of the stipulation aforesaid  
21 and the findings of fact and conclusions of law, having  
22 rendered its Judgment on December 23, 1944, and such Judgment  
23 having been entered in Book 1491, page 84, on December 26,  
24 1944, and

25 Pursuant to its reservation of jurisdiction in this  
26 case, and pursuant to appropriate motions, the Court having  
27 modified the Judgment on April 29, 1955; on January 17, 1974;  
28 and on June 24, 1974, and

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1 Plaintiff having moved the Court for an order  
2 further modifying and restating the Judgment as modified,  
3 such motion having come on regularly for hearing on the 16th  
4 day of March, 1984, in Department <sup>A</sup> of the Northeast District  
5 of this Court, the Honorable ~~Henry W. Shattford~~ <sup>ROBERT M. OLSON</sup>, Judge,  
6 presiding; and notice of such motion having been duly served  
7 on all defendants and interested parties; and no objections  
8 to the granting of the motion having been filed or made at  
9 the hearing; and good cause having been shown, and the Court  
10 having therefore granted the motion, pursuant to the continuing  
11 jurisdiction of the Court,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the  
13 Judgment in this case be modified and restated (including all  
14 transfers of rights and prior modifications which remain  
15 valid) as follows:

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18  
19 There exists in the County of Los Angeles, State of  
20 California, a field of groundwater, known and hereinafter  
21 referred to as the Raymond Basin Area, and subdivisions  
22 thereof herein designated the Eastern Unit and the Western  
23 Unit which are shown on the map attached hereto and hereby  
24 made a part hereof.

25 Under existing conditions, the safe yield of said  
26 Eastern Unit is 5,290 acre feet per year, and the safe yield  
27 of said Western Unit is 25,480 acre feet per year.

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1 The amount of water pumped or otherwise taken by  
 2 non-parties to this action in said Western Unit is less than  
 3 100 acre feet per year, and the amount of water pumped or  
 4 otherwise taken by non-parties to this action in said Eastern  
 5 Unit is zero acre feet per year.

6 The parties hereto pumping from wells or otherwise  
 7 taking water for beneficial use from the ground in said sub-  
 8 divisions of said Raymond Basin Area are as shown in the  
 9 table in Paragraph IV hereof.

11 II

12  
 13 As to those parties hereto who are taking or diverting  
 14 water for beneficial use from any source contributing to the  
 15 supply of water in the ground in said Raymond Basin Area,  
 16 each of said parties has the right as against all parties  
 17 other than the defendant California-Michigan Land and Water  
 18 Company, no determination as to the existence of such right  
 19 being made as against it, to continue to divert from such  
 20 source for such use an amount of water measured by the maximum  
 21 capacity of its diversion works and other facilities as the  
 22 same existed at any time within five (5) years prior to  
 23 October 1, 1937. That said maximum capacities of the said  
 24 works and facilities of each of said parties in cubic feet  
 25 per second are as follows:

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1	La Canada Irrigation District (Snover Canyon)	1.20
2	Las Flores Water Company	0.50
	Lincoln Avenue Water Company	6.59
3	Lockhart, Ross M.	1.20
	May, Ernest Crawford, as Executor of the	
4	Last Will and Testament of Charles	
	Heuston Hastings, deceased	0.26
5	Mira Loma Mutual Water company	0.81
	Pasadena Cemetery Association	0.02
6	Pasadena, City of	
	Arroyo Seco Including Millard Canyon	25.00
7	Eaton Canyon	8.90
	Rubio Canon Land and Water Association	2.20
8	Sierra Madre, City of	6.00

9           Each of said parties, and each of their agents,  
10 employees, attorneys, and any and all persons acting by,  
11 through, or under them, or any of them, are and each of them  
12 is hereby forever enjoined and restrained from increasing its  
13 taking or diversion from such source beyond the amount of  
14 such taking or diversion as measured by said maximum capacity  
15 of its diversion works and other facilities.

16           Each of the said parties, and their successors in  
17 interest, having diversion rights as set forth above in the  
18 Western Unit of the Raymond Basin Area shall have the right  
19 in its discretion to spread the surface water diverted pursuant  
20 to its respective right, and to recapture eighty percent  
21 (80%) thereof by pumping, subject to and upon the following  
22 terms and conditions.

23           (1) The water shall be spread for percolation into  
24 the underground in the existing water conservation facilities  
25 of the Los Angeles County Flood Control District, or in such  
26 additional spreading grounds as the parties may acquire or con-  
27 struct, or in any natural stream channels leading to such  
28 existing or future spreading grounds, provided that all such

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1 spreading locations shall be located within the Monk Hill Basin  
2 or Pasadena Subarea hydrologic subdivisions of the Western Unit  
3 of the Raymond Basin Area.

4 (2) A metering device, or devices, shall be installed  
5 and maintained by each diverting party at such party's expense  
6 to measure all amounts of water diverted by such party for  
7 spreading purposes. Such metering facilities, and the continued  
8 accuracy thereof, shall be subject to the approval of the Water-  
9 master and the Los Angeles County Flood Control District, and  
10 all such measurements shall be available to them. The Water-  
11 master, with such assistance as the Los Angeles County Flood  
12 Control District may provide, shall determine and account for  
13 all water diverted for spreading, the amount of water spread  
14 and available for recapture, and the amount so recaptured, and  
15 shall include such determinations and accounting in its reports.

16 (3) In the event that the capacity of any of the  
17 spreading grounds of the Los Angeles County Flood Control Dis-  
18 trict is fully utilized for the conservation of natural flows,  
19 and water diverted for spreading in such facilities cannot be  
20 percolated into the Basin and escapes therefrom, such quantity  
21 of water shall be subtracted from the amount diverted for  
22 spreading to determine the amount available for recapture.  
23 Such losses shall be divided among the parties diverting water  
24 for such spreading in proportion to the amounts diverted at  
25 the time the loss occurs.

26 (4) Each such party shall have the right to pump  
27 from any wells in the Monk Hill Basin an amount of water equal  
28 to eighty percent (80%) of the amount which it has diverted for

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1 such spreading therein and which is available for recapture, and  
2 the right to pump from any wells in the Pasadena Subarea an  
3 amount of water equal to eighty percent (80%) of the amount which  
4 it has diverted for such spreading therein and which is available  
5 for recapture. Such amounts pumped shall be in addition to the  
6 respective Decreed Rights of the parties as provided in the  
7 Judgment herein, as modified on April 29, 1955, and in addition  
8 to the amounts which can be pumped or otherwise taken under the  
9 provisions of Paragraph V hereof. Any amounts recaptured under  
10 the terms of this Paragraph shall be pumped in such a manner as  
11 not to injure other parties having rights under this Judgment.  
12 The effect of such pumping shall be monitored by the Watermaster,  
13 and the Watermaster shall report any such injury to the Court  
14 for appropriate action.

15 (5) Any additional amounts allowed to be taken as  
16 provided in subparagraph (4) above shall be pumped by the end  
17 of the next accounting year utilized by the Watermaster follow-  
18 ing such diversions for spreading. If such pumping does not  
19 occur within this period of time, the right to take such amount  
20 of water shall be lost.

21 (6) For accounting purposes, the first water taken  
22 from the Western Unit of the Raymond Basin Area during any  
23 accounting year, by any party having made diversions for spread-  
24 ing purposes during the previous accounting year, shall be con-  
25 sidered by the Watermaster as water pumped pursuant to subpara-  
26 graph (4) above, unless such water was pumped during the same  
27 accounting year in which it was diverted and spread.

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(7) The rights provided in subparagraph (4) above shall apply to all water diverted for spreading as required herein after May 1, 1973.

(8) The right to divert for spreading and recapture is an alternative, in whole or in part, to the right to make direct use of such diversions, and does not preclude the direct use of such water, provided that the total amount of water diverted, either for spreading or direct use, does not exceed the respective rights of the parties set forth above.

(9) These provisions concerning the right to spread and recapture by pumping remain subject to the continuing jurisdiction of the Court. Any additional costs incurred by the Watermaster in making determinations, accountings, reports, and monitoring of pumping as required in connection with such spreading and recapture of water shall be paid by the parties diverting water for spreading in proportion to the amount of water which each party diverts for such purpose. Such costs shall be included as part "C" of the Watermaster's Annual Budget.

III

Each and all of the rights of the parties hereto to pump water from wells or otherwise take water from the ground in said Raymond Basin Area are of equal priority and of the same legal force and effect.

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IV

Subject to the provisions of Paragraphs V, VI and XXI hereof, each party hereto is the owner of the right to pump water from wells or otherwise take water from the ground in each of said units in the amount set forth opposite the name of each party in the following table, which said right, for convenience, is designated the "present unadjusted right":

PRESENT UNADJUSTED RIGHTS TO TAKE  
WATER IN RAYMOND BASIN AREA

<u>Eastern Unit</u>	<u>Acre Feet Per Year</u>
Arcadia, City of	2,527
Sierra Madre, City of	1,264
<u>Western Unit</u>	
Alhambra, City of	1,042
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,141
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,324
Crown City Ice Company	0
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)	521
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	265

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1	Kinneloa Irrigation District (as	522
2	successor to the rights of Francis P.	
3	Graves, et al.; Ross M. Lockhart;	
4	A. V. Wagner; Mira Loma Mutual Water	
5	Company; Canyon Mutual Water Company;	
6	and Chesley E. and Kathleen M. Osborn)	
7	La Canada Irrigation District	101
8	Las Flores Water Company	252
9	Lincoln Avenue Water Company	573
10	May, Ernest Crawford, as Executor	0
11	of the Last Will and Testament of	
12	Charles Heuston Hastings, deceased	
13	Milum Textile Services Company (as	111
14	successor to Royal Laundry and Dry	
15	Cleaning Company)	
16	Pasadena Cemetery Association	92
17	Pasadena, City of (including, as	12,946
18	successor, the rights of the First	
19	Trust and Savings Bank of Pasadena)	
20	Rubio Canon Land and Water Association	1,234
21	San Gabriel County Water District	1,103
22	Sunny Slope Water Company	1,575
23	Valley Water Company (including, as	806
24	successor, the rights of the	
25	Flintridge Mutual Water Company)	

26                   The total of said rights in the Eastern Unit is  
27 3,791 acre feet per year, and the total of said rights in  
28 the Western Unit is 25,608 acre feet per year.

V

26                   In order to maintain and protect the supply of  
27 water in the ground in said Raymond Basin Area, it is necessary  
28 that the respective parties to this action be limited in the

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1 exercise of their respective present unadjusted rights, and  
2 the right, so limited, in acre feet per year, of each party  
3 to pump water from wells or otherwise take water from the  
4 ground, in the Western Unit, is as set forth in the table at  
5 the end of this Paragraph V, and in the Eastern Unit as set  
6 forth in Paragraph VI hereof. Said right, for convenience,  
7 is designated the "decreed right." In said Western Unit the  
8 amount of the decreed right of each party hereby is determined  
9 by reducing the present unadjusted right of each party as  
10 tabulated in Paragraph IV hereof, in the proportion that the  
11 safe yield of said unit, less the water taken therein by  
12 non-parties hereto, bears to the aggregate of such rights of  
13 the parties hereto in said unit. Each of said parties and  
14 each of their agents, employees, attorneys, and any and all  
15 persons acting by, through, or under them, are and each of  
16 them is, subject to the terms of Paragraph XXI hereof,  
17 hereby forever enjoined and restrained on and after July 1,  
18 1944, as to all parties other than California-Michigan Land  
19 and Water Company, and on and after July 1, 1945 as to said  
20 California-Michigan Land and Water Company, from pumping or  
21 otherwise taking from the ground in said Western Unit more  
22 water than its decreed right in this Paragraph determined;  
23 provided that a party may exceed its decreed right to the  
24 extent that it has acquired and exercises the decreed right  
25 of any other party, or as may become necessary in the case of  
26 an emergency or temporarily for other reasonable cause as  
27 determined by the Watermaster, taking into account the basin  
28 supply, quality conditions, the impact on other parties, and

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1 subject to such conditions as the Watermaster may impose,  
2 including whether or not such excess extractions must be made  
3 up in future years; and provided, however, that any of the  
4 parties to this action may take in any twelve-month period  
5 beginning July 1 for its own beneficial use, and for the  
6 release of water for use by other parties or persons pursuant  
7 to and in accordance with the Raymond Basin Area Water Exchange  
8 Agreement for 1943 and amendment thereto, hereinafter referred  
9 to, attached hereto and hereby made a part hereof, an amount  
10 not exceeding one hundred ten percent (110%) of its decreed  
11 right as fixed herein, plus any amount of allowable underpumping  
12 as hereinafter provided. Any such extractions in excess of a  
13 party's decreed right (not including any emergency or temporary  
14 extractions authorized by the Watermaster) shall be made up  
15 in the following year, and the amount of water which a party  
16 may take under its decreed right in that year shall be reduced  
17 by an equivalent amount. If a party in any twelve-month  
18 period, beginning July 1, takes less than its decreed right,  
19 or less than the amount allowed after reduction for any  
20 excess extractions, the amount of such underpumping, but not  
21 exceeding ten percent (10%) of its decreed right or such  
22 additional amount as the Watermaster may allow for an emergency  
23 or other reasonable cause, may be carried over and taken  
24 during the next succeeding year. The yearly period from  
25 July 1 to June 30 hereby is adopted and shall be used in the  
26 administration and enforcement of this Judgment.

27

28 / / /

1            DECREED RIGHTS TO TAKE WATER FROM THE GROUND  
 2            IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

Acre Feet Per Year

3		
4	Alhambra, City of	1,031
5	Arcadia, City of (including, as	2,118
6	successor, the rights of the	
7	City of Monrovia)	
8	California American Water Company	2,299
9	(as successor to the California	
10	Water and Telephone Company, and	
11	including, as successor, the rights	
12	of the El Campo Mutual Water Company)	
13	East Pasadena Water Company (as	515
14	successor to the California-	
15	Michigan Land and Water Company)	
16	Henry E. Huntington Library and Art	262
17	Gallery (as successor to Robert A.	
18	Millikan, et al., Trustees of the	
19	Henry E. Huntington Library and Art	
20	Gallery)	
21	Kinneloa Irrigation District (as	516
22	successor to the rights of Francis P.	
23	Graves, et al.; Ross M. Lockhart;	
24	A. V. Wagner; Mira Loma Mutual Water	
25	Company; Canyon Mutual Water Company;	
26	and Chesley E. and Kathleen M. Osborn)	
27	La Canada Irrigation District	100
28	Las Flores Water Company	249
29	Lincoln Avenue Water Company	567
30	Milum Textile Services Company (as	110
31	successor to Royal Laundry and Dry	
32	Cleaning Company)	
33	Pasadena Cemetery Association	91
34	Pasadena, City of (including, as	12,807
35	successor, the rights of the First	
36	Trust and Savings Bank of Pasadena)	
37	Rubio Canon Land and Water Association	1,221
38	San Gabriel County Water District	1,091
39		

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1	Sunny Slope Water Company	1,558
2	Valley Water Company (including, as	797
3	successor, the rights of the	
	Flintridge Mutual Water Company)	
4	Total Western Unit	25,332

6 VI

7  
8 The decreed right of each party hereto in said  
9 Eastern Unit is as follows:

10 City of Arcadia, 3,526 acre feet per year;  
11 City of Sierra Madre, 1,764 acre feet per year.

12 Each of said parties, and each of their agents,  
13 employees, attorneys and any and all persons acting by,  
14 through, or under them, are and each of them is subject to  
15 the terms of Paragraph XXI hereof, hereby forever enjoined  
16 and restrained on and after July 1, 1944, as follows:

17 (1) From pumping or otherwise taking from the  
18 ground in said Eastern Unit more water than its decreed right  
19 in this Paragraph determined; provided that a party may  
20 exceed its decreed right to the extent that it has acquired  
21 and exercises the decreed right of any other party, or as may  
22 become necessary in the case of an emergency or temporarily  
23 for other reasonable cause as determined by the Watermaster,  
24 taking into account the basin supply, quality condition, the  
25 impact on other parties, and subject to such conditions as  
26 the Watermaster may impose, including whether or not such  
27 excess extractions must be made up in future years; and  
28 provided, however, that any of the parties to this action may

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1 take in any twelve-month period beginning July 1 for its own  
2 beneficial use, and for the release of water for use by other  
3 parties or persons pursuant to and in accordance with the  
4 Raymond Basin Area Water Exchange Agreement for 1943 and  
5 amendment thereto, hereinafter referred to, attached hereto  
6 and hereby made a part hereof, an amount not exceeding one  
7 hundred ten percent (110%) of its decreed right as fixed  
8 herein, plus any amount of allowable underpumping as herein-  
9 after provided. Any such extractions in excess of a party's  
10 decreed right (not including any emergency or temporary  
11 extractions authorized by the Watermaster) shall be made up  
12 in the following year, and the amount of water which a party  
13 may take under its decreed right in that year shall be reduced  
14 by an equivalent amount. If a party in any twelve-month  
15 period, beginning July 1, takes less than its decreed right,  
16 or less than the amount allowed after reduction for any  
17 excess extractions, the amount of such underpumping, but not  
18 exceeding ten percent (10%) of its decreed right or such  
19 additional amount as the Watermaster may allow for an  
20 emergency or other reasonable cause, may be carried over  
21 and taken during the next succeeding year.

22 (2) From pumping or otherwise taking water from  
23 the ground in said Eastern Unit in any year within one-half  
24 mile of its western boundary in an amount which, in addition  
25 to other extractions, would be in excess of the average  
26 amount pumped or taken in said one-half mile zone during the  
27 period 1927-28 to 1937-38, to wit: 88 acre feet per annum,  
28 the half mile being measured along a perpendicular erected on

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1 the boundary between said unit and said Western Unit as shown  
2 on the map attached hereto.

3 (3) From pumping or otherwise taking water from  
4 the ground in said Eastern Unit in any year in excess of the  
5 average amount pumped or taken therein during the period  
6 1927-28 to 1937-38, to wit: 3,261 acre feet per annum,  
7 during any year in which static groundwater level measurements,  
8 made at the time of maximum high water table in the spring  
9 season of each year, show that the average water table eleva-  
10 tion in the area between Foothill Boulevard and Raymond Fault  
11 and between a line 300 feet west of Rosemead Boulevard and a  
12 line 100 feet east of Michillinde Avenue, less any increase  
13 in such elevation that is attributable to any groundwater  
14 storage program, is higher than that at the Arcadia group of  
15 wells designated as such on said map attached hereto and  
16 located west of the intersection of Orange Grove and Santa  
17 Anita Avenues in the City of Arcadia, this limitation to  
18 apply only when the water table elevation at said group is  
19 less than 500 feet above sea level, United States Geological  
20 Survey datum.

21  
22 VII  
23

24 There is now and, so long as the requirements in sub-  
25 paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and  
26 maintained, there will be no material movement of water across  
27 the boundary between the Western Unit and the Eastern Unit.  
28



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VIII

Nothing in this Judgment contained shall be deemed to modify the rights as between the defendants City of Sierra Madre and City of Arcadia as set forth in that certain Judgment entitled "The City of Sierra Madre, a municipal corporation, et al., vs. The City of Arcadia, a municipal corporation," No. 209747 in the Superior Court of the State of California, in and for the County of Los Angeles, entered on the 22nd day of April, 1930, but in the exercise of such rights each of said parties shall be subject to the express provisions of Paragraph VI hereof.

IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

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1 A violation of any provision of this Judgment, or  
2 attached Agreement and amendment thereto, or order, instruction,  
3 rule or direction of the Court or of the Watermaster, shall  
4 be punished in such manner as the Court may direct.

5 The compensation of said Watermaster shall be fixed  
6 by an order or orders which the Court hereafter from time to  
7 time may make.

8  
9 X

10  
11 There is hereby established a Raymond Basin Manage-  
12 ment Board (sometimes hereafter called "Board") which shall  
13 be the Watermaster. The Board shall have all of the rights,  
14 and shall carry out all of the responsibilities, of the  
15 Watermaster as provided in this Judgment. In addition, in  
16 order to implement sound water management practices within  
17 the framework of the rights of the parties as determined  
18 herein, the Board shall have the powers set forth in Para-  
19 graph XII.

20  
21 XI

22  
23 The Board shall be organized and constituted as  
24 follows:

25 (1) Each party holding a decreed right of 1,000  
26 acre feet or more shall appoint one member to the Board.

27 (2) The parties within each subarea, namely, Monk  
28 Hill Subarea, Pasadena Subarea, and the Eastern Unit, who

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1 each hold decreed rights of less than 1,000 acre feet shall  
2 together appoint a member from each respective subarea. The  
3 appointment for each subarea shall be by majority vote, with  
4 each such party having one vote.

5 (3) No party shall have the right to appoint, or  
6 to participate in the appointment of, more than one member to  
7 the Board.

8 (4) Board members shall have broad engineering or  
9 management experience in the operation of a water utility or  
10 groundwater basin.

11 (5) Each member shall be appointed for a term of  
12 one year, or until replaced. Members shall serve at the  
13 pleasure of the appointing party, parties or body. No member  
14 shall be appointed by or represent more than one party or  
15 group of parties. The Board shall select its own officers.  
16 A quorum of the Board shall consist of six members, and the  
17 Board may act by a majority of those members present at a  
18 meeting. The Board shall meet at least quarterly, and all  
19 parties to the action may attend. Minutes of the Board  
20 meetings shall be kept and sent to all parties in the action.  
21 The Board shall have the power to adopt such by-laws, rules  
22 and regulations, not inconsistent with the terms of this  
23 Judgment, as may be necessary for its own organization and  
24 operation.

25

26 / / /

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XII

1  
2  
3           The powers and responsibilities of the Raymond  
4 Basin Management Board, as Watermaster and otherwise, shall  
5 be exercised with a view toward protecting the long-term  
6 quantity and quality of the groundwater supply; utilizing the  
7 groundwater storage capacity of the basin for the maximum  
8 advantage of the parties, without however causing significant  
9 adverse impact upon any party; integrating to the extent  
10 feasible the use of surface and groundwater supplies so as to  
11 reduce costs, improve reliability of supply, and to protect  
12 against drought; and to encourage the parties to cooperate in  
13 the utilization of their respective water rights and water  
14 systems for the mutual good. The Board shall have power:

15           (1) To contract with the California Department of  
16 Water Resources, or with any other competent person or firm,  
17 to perform all or part of the Watermaster functions.

18           (2) To determine the amount of storage capacity that  
19 is available in the basin from time to time for groundwater  
20 storage programs.

21           (3) To allocate such storage capacity among the  
22 parties, and to provide for its use and the recapture of  
23 equivalent amounts of stored water. The Board may approve,  
24 condition or disapprove proposed water storage programs, and  
25 imported, nontributary water shall not be stored in the basin  
26 without the Board's approval. Approved programs shall include  
27 provisions for the duration of allowed storage of water, for  
28 determination of losses, for the rates and places of recapture,

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1 and for such other conditions as may be necessary to prevent  
2 operational problems for other parties, including degradation  
3 of water quality.

4 (4) To control the direct recharge into the basin  
5 of imported, non-tributary water.

6 (5) To issue such rules and regulations as may be  
7 necessary in order to account properly for sales, leases,  
8 exchanges or other transfers among the parties of decreed  
9 rights and the use of water. The Board shall attempt to  
10 facilitate, not restrict, such transfers, including efforts  
11 to develop agreements for the production and distribution of  
12 water through facilities of other parties where such practices  
13 promote efficiency and sound water management. This policy  
14 shall extend to the use of stored water where consistent with  
15 the policies of The Metropolitan Water District of Southern  
16 California with respect to the use of supplemental water  
17 which it provides.

18 (6) To conduct studies or undertake other activities  
19 for the common benefit of the parties in the operation of the  
20 Raymond Basin Area; to obtain engineering, legal and other  
21 professional services in such connection; and, in addition to  
22 the Watermaster budget procedures, to assess the parties in  
23 an equitable manner and as may be necessary to pay the costs  
24 of the Board's operations, which assessments shall be paid by  
25 the parties. Payment shall be enforced in the same manner as  
26 provided in Paragraph XV for the annual budget, although the  
27 actual apportionment of costs may differ from the method  
28 provided in Paragraph XV. All actions of the Board, including

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1 any assessments imposed, shall be subject to review by the  
2 Court, pursuant to the procedures of Paragraph XVII.

3  
4 XIII

5  
6 Each party hereto at its own expense shall:

7 (1) Measure and keep records of all its diversions  
8 from any source contributing to the supply of water in the  
9 ground, of its importations of water, and of its production  
10 of water from the ground in the Raymond Basin Area, subject  
11 to the approval of the Watermaster as to equipment and methods;

12 (2) Measure and keep records of its production and  
13 distribution in such manner as to show its use in, transfers  
14 within, and exports of water from the Raymond Basin Area, or  
15 any subdivision thereof, as required by the Watermaster;

16 (3) Measure and record the depth to the water  
17 table in all wells owned or operated by it within the Raymond  
18 Basin Area once a month, or as required by the Watermaster.

19 Any party owning any facilities for the diversion  
20 from any source contributing to the supply of the water in  
21 the ground in the Raymond Basin Area, or for pumping or  
22 otherwise taking water from the ground in said area, at its  
23 own expense shall install and at all times maintain in good  
24 working order reliable measuring devices and facilities for  
25 testing said devices and shall keep records of its diversions  
26 and production through the use of such devices and facilities  
27 as may be required by the Watermaster; that upon failure of  
28 any such party to install such devices and facilities on or

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1 before such day as the Watermaster shall fix, after due  
2 notice from the Watermaster so to do, the Watermaster shall  
3 give the Court notice of such failure for proper action in  
4 the premises.

6 XIV

7  
8 In addition to other duties herein provided, the  
9 Watermaster shall:

10 (1) Supervise the collection, assembly and presenta-  
11 tion of the records and other data required of the parties;  
12 such records and other data to be open to inspection by any  
13 party or its representative during normal business hours.

14 (2) Require all parties hereto to operate their  
15 respective wells in a manner which will accomplish the stated  
16 purposes of said Agreement and amendment thereto, and will  
17 effectuate this Judgment without placing undue burden on any  
18 party; study separately pumping patterns in the Monk Hill  
19 Basin, Pasadena Subarea, and the Eastern Unit, and report  
20 recommendations thereon not less than twice each year; such  
21 report shall recognize the right of each party to pump its  
22 decreed right, but shall include recommendations as to whether  
23 more or less water should be pumped from individual wells;  
24 such recommendations shall be calculated to minimize inter-  
25 ference among parties, to conserve energy, expense and local  
26 water supplies, and to provide for the most efficient and  
27 equitable use of groundwater in the Raymond Basin Area; such  
28 recommendations shall be advisory only, and shall not be

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1 binding upon the parties unless confirmed by order of this  
2 Court.

3 (3) Establish an ongoing program to monitor water  
4 quality in the Raymond Basin Area.

5 (4) Prepare a tentative annual budget for the  
6 fiscal year commencing July 1, separately stating the antici-  
7 pated expense for administering the provisions of said Agree-  
8 ment and amendment thereto for the release and receipt of  
9 water, and the anticipated expense of the administration of  
10 the other provisions of said Agreement and amendment thereto  
11 and of enforcing this Judgment. The Watermaster shall serve  
12 said tentative budget upon each of the parties on or before  
13 May 1 of each year. If any party has any objection to said  
14 tentative budget, or any suggestions with respect thereto, it  
15 shall present the same in writing within ten (10) days after  
16 service thereof upon it. Thereafter, the Watermaster shall  
17 prepare a final budget and serve the same upon each party.  
18 If any party objects to said final budget it may make written  
19 objection thereto by filing its objection with this Court  
20 within fifteen (15) days after service of the same upon it,  
21 after first having served such objection upon each party  
22 hereto, and shall bring such objection on for hearing before  
23 this Court within fifteen (15) days after such filing, or at  
24 such time as the Court may direct.

25 If no objection to said budget be made as herein  
26 provided, it shall be the annual budget for the particular  
27 year involved. If objection to such budget be filed with  
28 this Court as herein provided, then the annual budget shall



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1 be determined by the order of this Court.

2 (5) Make an annual report on or before September 1  
3 of each year to the parties hereto of the scope of the Water-  
4 master's work during the preceding fiscal year and a statement  
5 of receipts and expenditures in appropriate detail, segregated  
6 as to the items attributable to the administration of the  
7 provisions of said Agreement and amendment thereto respecting  
8 the release and receipt of water, and as to the items attri-  
9 butable to the administration of the other provisions of said  
10 Agreement and amendment thereto and to the enforcement of  
11 this Judgment.

12  
13 XV  
14

15 The cost of enforcing this Judgment or any order or  
16 direction of this Court or of the Watermaster (other than  
17 those with respect to the release and receipt of water in  
18 accordance with the provisions of said Agreement and amendment  
19 thereto) shall be borne by the parties in proportion to their  
20 respective decreed rights as determined in Paragraphs V  
21 and VI of this Judgment, and the Watermaster shall assess  
22 such cost to each party accordingly.

23 Payment thereof shall be made by each party within  
24 thirty (30) days after the annual budget shall have become  
25 final and the service on such party by the Watermaster of a  
26 statement of the amount due. If payment be not made within  
27 said thirty (30) days, such payment shall be delinquent and  
28 the Watermaster shall add a penalty of ten percent (10%)

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1 thereof to said statement, and the amount of said statement  
2 plus said penalty thereupon shall be due and payable. Payment  
3 required of any party hereunder or under the terms of said  
4 Agreement and amendment thereto may be enforced by execution  
5 issued out of this Court or as may be provided by any order  
6 hereinafter made by this Court. All payments and penalties  
7 received by the Watermaster, except payments received on  
8 account of the release and receipt of water, shall be deposited  
9 by the Watermaster in a fund which shall be designated "The  
10 Watermaster Service Fund" and shall be expended for the  
11 administration of the Agreement and amendment thereto and the  
12 enforcement of this Judgment in accordance with the annual  
13 budgets herein provided for. Any money remaining at the end  
14 of any year shall be available for use the following year for  
15 such Watermaster service. Money collected or received by the  
16 Watermaster in connection with the release and receipt of  
17 water under the provisions of said Agreement and amendment  
18 thereto shall be deposited by him in a special deposit fund  
19 and paid out by him in accordance with the provisions of said  
20 Agreement and amendment thereto.

21  
22 XVI  
23

24 Any Watermaster ceasing to perform Watermaster  
25 service hereunder immediately upon such cessation shall  
26 deposit with the clerk of this Court all funds in his posses-  
27 sion collected from the parties in accordance with this  
28 Judgment or said Agreement and amendment thereto, and forth-

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1 with shall serve upon the parties hereto and file with this  
2 Court his final account and report, and shall deliver to his  
3 successor, or as the Court may direct, all property and all  
4 records or certified copies thereof.

5  
6 XVII

7  
8 Any party having objection to any determination or  
9 finding made by the Watermaster, other than as provided in  
10 subparagraph (4) of Paragraph XIV hereof, may make the same  
11 in writing to the Watermaster within thirty (30) days after  
12 the making of such determination or finding after first  
13 having served a copy of such objection upon each party, and  
14 within thirty (30) days thereafter the Watermaster shall  
15 consider said objection and shall amend or affirm his finding  
16 or determination; any party objecting thereto within thirty  
17 (30) days thereafter may file its objections with this Court,  
18 bringing the same on for hearing before said Court within  
19 sixty (60) days thereafter, or at such time as the Court may  
20 direct, after first having served said objection upon each  
21 party. The Court may affirm, modify, amend or overrule any  
22 such finding or determination of the Watermaster.

23  
24 XVIII

25  
26 Within thirty (30) days after the appointment of  
27 the Watermaster, each of the parties shall file with the  
28 Watermaster and serve on each party the name and address of

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1 the person to whom any notice, demand, request, objection or  
2 the submission of any budget and the annual report is to be  
3 made or given, and each of said parties may change the name  
4 and address of said person from time to time by filing said  
5 changed name and address with the Watermaster and by serving  
6 a copy thereof upon each of the parties hereto.

7 Any notice, demand, request, objection or the  
8 submission of a budget and the annual report required or  
9 authorized by this Judgment or said Agreement and amendment  
10 thereto to be given or made to or served upon any party or  
11 the Watermaster, shall be delivered or mailed by registered  
12 mail postage prepaid to the person so designated at the  
13 address last filed with the Watermaster. Such service by  
14 mailing shall be complete at the time of the deposit in the  
15 United States mail.

16 Notice of any other motion or proceeding herein may  
17 also be given by service upon the person and at the address  
18 filed with the Watermaster, in the manner designated in this  
19 Paragraph, provided that certified or registered mail may be  
20 used. If any party or successor in interest has failed to  
21 make such filing with the Watermaster, notice may be mailed  
22 to the address which the Watermaster uses for such party or  
23 successor.

24  
25 XIX

26  
27 The agreement entered into by certain parties,  
28 entitled "Raymond Basin Area Water Exchange Agreement of 1943"

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1 and amendment thereto, a copy of which is attached hereto,  
2 and each and all of its terms and provisions be, and the same  
3 is and are hereby fully approved, and said Agreement and  
4 amendment thereto is hereby expressly made a part of this  
5 Judgment to the same purpose and effect as though said Agree-  
6 ment and amendment thereto were at this point fully herein  
7 written and set forth at length; provided, however, that  
8 California-Michigan Land and Water Company, Sunny Slope Water  
9 Company, and Ernest Crawford May, as Executor of the Last  
10 Will and Testament of Charles Heuston Hastings, deceased, who  
11 are not parties to said Agreement or amendment thereto, shall  
12 not be bound by nor required to perform any of the provisions  
13 thereof, nor pay any part of the cost of administering or  
14 enforcing said Agreement or amendment thereto; that the power  
15 of the Court is hereby expressly made to underlie all of the  
16 terms and provisions of said Agreement and amendment thereto  
17 and the enforcement thereof, and that the parties thereto,  
18 and each thereof, are hereby ordered to perform fully said  
19 Agreement and amendment thereto and all of its said terms and  
20 provisions.

21 No taking of water by any party under the provisions  
22 of said Agreement and amendment thereto concerning the release  
23 and receipt of water in any amount in excess of its decreed  
24 right to pump or otherwise take water from the ground in the  
25 Raymond Basin Area shall constitute a taking adverse to any  
26 other party; nor shall any party have the right to plead the  
27 statute of limitations or an estoppel against any other party  
28 by reason of its said taking of water in the Raymond Basin

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1 Area pursuant to a request for the release of water; nor  
2 shall such release of water by any party constitute a for-  
3 feiture or abandonment by such party of any part of its  
4 decreed right to water; nor shall such release in any wise  
5 constitute a waiver of such right, although such water, when  
6 released under the terms of said Agreement and amendment  
7 thereto, may be devoted to the public use of others; nor  
8 shall such release of water by any such party in any wise  
9 obligate any party so releasing to continue to release or  
10 furnish water to any other party or its successor in interest,  
11 or to the public generally, or to any part thereof, otherwise  
12 than as provided in Article IV of said Agreement and amendment  
13 thereto.

14  
15 XX

16  
17 In the event any party shall serve upon the parties  
18 and file with the Watermaster and with the Court a declaration  
19 of forfeiture or abandonment of its decreed right, or any  
20 part thereof, said party shall be relieved of the payment of  
21 further costs of administering the provisions of said Agreement  
22 and amendment thereto and enforcing this Judgment applicable  
23 to the right so forfeited or abandoned; provided that said  
24 relief from said further costs shall not become effective  
25 until the beginning of the next fiscal year for which a  
26 budget has not become final; and provided that said party  
27 making such forfeiture or abandonment shall pay to the  
28 Watermaster its proportion of such costs to the effective

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1 date of such relief from costs. The amount of water so  
2 abandoned or forfeited shall be available immediately for use  
3 by the parties in the proportions set forth in Paragraphs V  
4 and VI hereof, pending the time that any review shall have  
5 been made as provided for in Paragraph XXI hereof.

6  
7 XXI

8  
9 The Court hereby reserves jurisdiction and authority  
10 upon application of any party hereto, or upon its own motion,  
11 to review (1) its determination of the safe yield of either  
12 or both of said units of the Raymond Basin Area, or (2) the  
13 rights, in the aggregate, of all of the parties in either or  
14 both of said units as affected by the abandonment or forfeiture  
15 of any right, in whole or in part, decreed herein, and by the  
16 abandonment or forfeiture of any right by any other person or  
17 entity, and, in the event material change be found or any  
18 such abandonment or forfeiture be established, to adjudge  
19 that the decreed right of each party to pump or otherwise  
20 take water from the ground in the Raymond Basin Area shall be  
21 changed proportionately in the same manner as originally  
22 fixed herein; provided, however, that notice of such review  
23 shall be served on all parties at least thirty (30) days  
24 prior thereto and that the review of its determination of the  
25 safe yield of either or both of said units of the Raymond  
26 Basin Area shall be had not more frequently than at five (5)  
27 year intervals after the date hereof. Except as provided  
28 herein, and except as rights decreed herein may be abandoned

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1 or forfeited by nonuser, in whole or in part, each and every  
2 right decreed herein hereby is fixed as of the date hereof.

3  
4 XXII

5  
6 The Court hereby reserves jurisdiction and authority  
7 at any time, upon application of any party, the Watermaster,  
8 or upon its own motion, to make such modifications of, or  
9 such additions to, the provisions of this Judgment, or to  
10 make such further order or orders, as may be necessary or  
11 desirable for the adequate enforcement, protection or preserva-  
12 tion of the rights of the respective parties as declared in  
13 this Judgment or as provided in said Agreement and amendment  
14 thereto. The Court further reserves jurisdiction to make any  
15 other and/or additional orders of sufficient kind and nature  
16 to protect the waters in said Raymond Basin Area or any  
17 portion thereof from contamination of the groundwater supply  
18 from cesspool effluent or surface waters.

19  
20 XXIII

21  
22 The defendant California-Michigan Land and Water  
23 Company is entitled to become a party to the Raymond Basin  
24 Area Water Exchange Agreement of 1934 and thereby become  
25 entitled to receive water upon the same terms and conditions  
26 provided in said Agreement with respect to the several parties  
27 thereto.



LAW  
FIRM  
OF  
BEST, B. : KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
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XXIV

The defendant Bradbury Estate Company, a corporation, and Eugene E. Bean be and they hereby are dismissed without costs.

XXV

None of the parties is entitled to recover its costs as against any other party."

2. That the transfer and ownership water rights set forth in Paragraphs IV and V of the proposed modified form of Judgment be confirmed.

This motion is made under the continuing jurisdiction of the Court as provided in Paragraph XXII of the Judgment entered herein on December 23, 1944.

The motion is made upon the grounds and for the reasons hereinafter set forth. Since entry of the Judgment, the Department of Water Resources of the State of California has acted as Watermaster, assisted by the Raymond Basin Advisory Board. As a result of numerous meetings among those parties holding rights within the Raymond Basin Area, it was concluded that the management structure for the basin should be changed. It is proposed that the Advisory Board be abolished and that a new "Raymond Basin Management Board" be established

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1 which would be the Watermaster. The purpose of this change  
2 is to give all of the pumpers within the Raymond Basin Area a  
3 larger role in the operation of the basin, particularly with  
4 respect to the underground storage of imported water. Studies  
5 have been made which indicate that storage capacity in the  
6 basin is available, and that the storage of imported waters  
7 should be integrated with the production of natural supplies.  
8 The modifications to the Judgment proposed herein also vest  
9 the Management Board with authority to permit increased  
10 flexibility in the exercise of the respective decreed rights  
11 of the parties. Nothing, however, is intended to alter or  
12 interfere with such rights. The make-up of the Management  
13 Board, and its powers and responsibilities, are primarily set  
14 forth in Paragraphs X, XI and XII of the proposed modified  
15 Judgment.

17 A number of transfers of water rights have taken  
18 place since those confirmed in the last 1974 modifications of  
19 this Judgment. Most of these transfers have been reported to  
20 the Watermaster, and have been included in the Watermaster's  
21 Annual Reports. The revisions set forth in Paragraphs IV  
22 and V of the proposed modified Judgment represent all changes  
23 which have occurred, and reflect the present ownership of  
24 water rights within the Raymond Basin Area.

25  
26 Since the proposed modifications would represent  
27 the fourth time in which the Judgment has been amended, and  
28 it has become difficult to follow all of the changes, plaintiff

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BEST, BE . KRIEGER  
4200 ORANGE STREET  
POST OFFICE BOX 1028  
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proposes by this motion to have the Judgment restated in a single form, including the past and proposed modifications.

The motion will be based upon this notice, the terms of the Judgment and the continuing jurisdiction of the Court, the accompanying declaration, and upon any oral or documentary evidence presented at the hearing.

DATED: February 22, 1984.

VICTOR KALETA  
City Attorney, Pasadena

and

BEST, BEST & KRIEGER  
Special Counsel for the  
City of Pasadena

By: Arthur L. Littleworth  
Arthur L. Littleworth