

3
4
5
6
7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF LOS ANGELES
10
11

12 CITY OF PASADENA, a municipal
13 corporation,

14 Plaintiff,

15 vs.

16 CITY OF ALHAMBRA, a municipal
17 corporation, et al.,

18 Defendants.

No. Pasadena C-1323

JUDGMENT

19 The above entitled action having been brought by pla-
20 tiff, City of Pasadena, a municipal corporation, against City
21 Alhambra, a municipal corporation, City of Monrovia, a municipal
22 corporation, City of Arcadia, a municipal corporation, City of
23 Sierra Madre, a municipal corporation, City of South Pasadena, a
24 municipal corporation, La Canada Irrigation District, San Gabriel
25 County Water District, Lincoln Avenue Water Company, a corpora-
26 tion, The Las Flores Water Company, a corporation, Rubio Canon
27 Land and Water Association, a corporation, Valley Water Company,
28 a corporation, Flintridge Mutual Water Company, a corporation,
29 California-Michigan Land and Water Company, a corporation, Mira
30 Loma Mutual Water Company, a corporation, El Campo Mutual Water
31 Company, a corporation, Sunnyslope Water Company, a corporation,
32 California Water and Telephone Company, a corporation, Crown

1 City Ice Company, a corporation, Rancho Santa Anita, Inc., a cor-
2 poration, Royal Laundry and Dry Cleaning Company, a corporation,
3 Alice H. Graves, A. V. Wagner, Eugene E. Bean, Fred M. Wilcox,
4 and Charles Hueston Hastings, Defendants, for the purpose of
5 quieting the title of said plaintiff as against said defendants
6 to the alleged prior and paramount right of said plaintiff to
7 take, divert and use the waters within the area involved in the
8 issues of the action situate in the County of Los Angeles, State
9 of California, and to enjoin each defendant found to own a right
10 to take or divert water from the Raymond Basin from taking there-
11 from, in any year, water in such volume as, when added to the
12 amount which the other parties shall be adjudged and decreed to
13 be entitled to take and divert, would result in a total annual
14 diversion from said basin in excess of the average annual supply
15 of water thereto; and on July 13, 1939, the above entitled court
16 having issued its order directing said plaintiff to bring in and
17 make parties to said action Ross M. Lockhard, Pasadena Cemetery
18 Association, a corporation, Altadena Golf Club, a corporation,
19 Henry E. Huntington Library and Art Gallery, a corporation,
20 Bradbury Estate Company, a corporation, and East Pasadena Water
21 Company, Ltd., a corporation, and said court on the 8th day of
22 November, 1939, having made its order declaring void the order
23 to bring in new parties made July 13, 1939, insofar as East
24 Pasadena Water Company, Ltd., is concerned, and said defendant
25 having been dismissed from this action; and

26 All said parties defendant having been duly served per-
27 sonally with summons and a copy of the complaint, and the issues
28 having been joined; defendant Ross M. Lockhard having answered
29 by his true name Ross M. Lockhart; and Robert A. Millikan, Archer
30 Milton Huntington, Herbert Hoover, William B. Munro and Edwin P.
31 Hubbell, Trustees of the Henry E. Huntington Library and Art
32 Gallery answering for defendant Henry E. Huntington Library and

1 Art Gallery, a corporation; defendants Bradbury Estate Company,
2 a corporation, and Eugene E. Bean having disclaimed any right,
3 title, interest or estate in and to the properties involved in
4 this action, Charles Hueston Hastings, having answered by his
5 true name Charles Heuston Hastings, and since the commencement
6 of this action said defendant Charles Heuston Hastings having
7 died and Ernest Crawford May as Executor of the Last Will and
8 Testament of Charles Heuston Hastings, deceased, having been
9 substituted for said decedent, and A. V. Wagner having answered
10 and having asserted and claimed a right to water on his own be-
11 half and on behalf of others claiming under and through him, and
12 Canyon Mutual Water Company, a corporation, sued herein as Doe
13 Corporation No. 1, having answered under its true name, and de-
14 fendant Alice H. Graves having died since the commencement of
15 this action, and Alice Graves Stewart and Katharine Graves
16 Armstrong and Francis P. Graves being the heirs at law of said
17 Alice H. Graves, deceased, and being the residuary legatees under
18 the Last Will and Testament of Alice H. Graves, deceased, and
19 having been substituted by stipulation as parties defendant for
20 said Alice H. Graves, and plaintiff since the commencement of
21 this action having acquired the water rights owned and claimed
22 by Jacob Bean Securities Company, a corporation, Alice Graves
23 Stewart, Katharine Graves Armstrong and Francis P. Graves, ex-
24 clusive of the rights of the last named individuals which are
25 hereinafter set forth and defined, and plaintiff having duly
26 filed its supplemental complaint with respect thereto, and the
27 defendant City of Arcadia, since the commencement of this action,
28 having acquired all water rights involved herein of the Rancho
29 Santa Anita, Inc., a corporation, and said defendants having
30 duly filed their supplemental answer with respect thereto, and
31 First Trust and Savings Bank of Pasadena, a corporation, answer-
32 ing as successor in interest to defendant Altadena Golf Club,

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

1 Hastings, deceased, Robert A. Millikan, Archer Milton Huntington,
2 Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees
3 of the Henry E. Huntington Library and Art Gallery, Mira Loma
4 Mutual Water Company, City of Monrovia, Chesley E. Osborn and
5 Kathleen M. Osborn, Pasadena Cemetery Association, City of
6 Pasadena, Royal Laundry and Dry Cleaning Company, Rubio Canon
7 Land and Water Association, San Gabriel County Water District,
8 City of Sierra Madre, Sunny Slope Water Company, Valley Water
9 Company, A. V. Wagner and those claiming under and through him,
10 and said stipulation having been filed herein on the 24th day of
11 November, 1943, requesting that a certain judgment be entered
12 herein as between said parties, and stipulating that the amount
13 of water pumped or otherwise taken by non-parties to this action
14 in the Western Unit of the Raymond Basin Area as described in
15 paragraph I of the proposed judgment attached to said stipulation
16 is 340 acre feet per year and that the amount of water pumped or
17 otherwise taken by non-parties to this action in the Eastern Unit
18 of said Raymond Basin Area is 109 acre feet per year, (and the
19 court on November 24, 1943 having made its order making each and
20 all of the terms and provisions of said proposed judgment imme-
21 diately effective as to said stipulating parties, and on April 5,
22 1944 the court having made its order appointing and authorizing
23 the Division of Water Resources of the Department of Public Works
24 of the State of California to act and serve herein as Water
25 Master in accordance with the provisions of the order made on
26 November 24, 1943 and the provisions of the proposed judgment
27 attached thereto and made a part thereof, and a stipulation be-
28 tween said stipulating parties and the defendant La Canada
29 Irrigation District making the defendant La Canada Irrigation
30 District a party to said stipulation for said judgment and order
31 having been filed in this court on April 28, 1944, and this court
32 on April 28, 1944 having ordered that during the pendency of this

1 litigation or until further order of this court the said defend-
2 ant La Canada Irrigation District be made a party to the stipula-
3 tion for judgment and order entered into on the 29th day of Sep-
4 tember, 1943 and filed on the 24th day of November, 1943, and all
5 objections and exceptions to the Report of Referee, except those
6 of defendant California-Michigan Land and Water Company, having
7 been withdrawn, and defendant Flintridge Mutual Water Company
8 having assigned all its water rights involved herein to defendant
9 Valley Water Company,

10 This cause came on regularly for hearing of the objec-
11 tions and exceptions of defendant California-Michigan Land and
12 Water Company filed to the Report of Referee and the further
13 trial of the cause between said defendant and the other parties
14 on the 18th day of May, 1944 before the Honorable Frank C. Collier,
15 judge presiding in Department Pasadena A of the above entitled
16 court, the court sitting without a jury; said hearing and trial
17 were held on the following dates in the year 1944, to wit: May
18 18, May 19, May 23, May 24, May 25, May 31, June 1, June 2, June
19 6, June 7, June 8, July 20, August 7 and August 8. A. E. Chandler,
20 Esq., Special Counsel, and Harold P. Huls, Esq., City Attorney,
21 appearing as attorneys for plaintiff; Messrs. Goodspeed, McGuire,
22 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald McGuire,
23 Esq., and Paul Vallee, Esq., appearing as attorneys for defendant
24 California-Michigan Land and Water Company; Emmett A. Tompkins,
25 Esq., City Attorney, and Kenneth K. Wright, Esq., appearing as
26 attorneys for defendant City of Alhambra; Paul F. Garber, Esq.,
27 City Attorney, and Kenneth K. Wright, Esq., appearing as attor-
28 neys for defendant City of Monrovia; Kenneth K. Wright, Esq., ap-
29 pearing as attorney for defendant Ross M. Lockhart; Kenneth K.
30 Wright, Esq., appearing as attorney for defendant Flintridge
31 Mutual Water Company; Kenneth K. Wright, Esq., appearing as at-
32 torney for defendant Valley Water Company; John C. Packard, Esq.,

1 and Kenneth K. Wright, Esq., appearing as attorneys for defendant
2 El Campo Mutual Water Company; Messrs. Derthick, Cusack and Ganahl
3 by W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as
4 attorneys for defendant Crown City Ice Company; Messrs. Dunn &
5 Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler & Wright by
6 Howard W. Wright, Esq., and Kenneth K. Wright, Esq., appearing
7 as attorneys for defendants Francis Graves, Alice Graves Stewart
8 and Katharine Graves Armstrong; Messrs. Bailie, Turner & Lake by
9 Norman A. Bailie, Messrs. Cruickshank, Brooke & Dunlap by Robert
10 H. Dunlap, Esq., and Kenneth K. Wright, Esq., appearing as attor-
11 neys for defendant Ernest Crawford May, as Executor of the Last
12 Will and Testament of Charles Heuston Hastings, deceased; Messrs.
13 Gibson, Dunn & Crutcher by Ira C. Powers, Esq., and Kenneth K.
14 Wright, Esq., appearing as attorneys for defendants Robert A.
15 Millikan, Archer Milton Huntington, Herbert Hoover, William B.
16 Munro and Edwin P. Hubbell, trustees of the Henry E. Huntington
17 Library and Art Gallery; Messrs. Anderson and Anderson by Trent
18 G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing as at-
19 torneys for defendant Rubio Canon Land and Water Association;
20 Frank P. Doherty, Esq., and Kenneth K. Wright, Esq., appearing
21 as attorneys for defendant La Canada Irrigation District; Messrs.
22 Boyle, Holmes & Garrett by John W. Holmes, Esq., and Kenneth K.
23 Wright, Esq., appearing as attorneys for defendant First Trust
24 and Savings Bank of Pasadena; Walter F. Dunn, Esq., City Attorney,
25 and Kenneth K. Wright, Esq., appearing as attorneys for defendant
26 City of Sierra Madre; Wilton W. Webster, Esq., and Kenneth K.
27 Wright, Esq., appearing as attorneys for defendant Royal Laundry
28 and Dry Cleaning Company; Messrs. Bacigalupi, Elkus & Salinger by
29 Claude Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as
30 attorneys for defendant California Water and Telephone Company;
31 Kenneth K. Wright, Esq., appearing as attorney for defendant San
32 Gabriel Valley Water Company; Messrs. Merriam, Rinehart & Merriam

1 by Ralph T. Merriam, Esq., appearing as attorneys for defendant
2 Pasadena Cemetery Association; Frederick G. Stoehr, Esq., appear-
3 ing as attorney for defendant A. V. Wagner; Messrs. Potter and
4 Potter, by Bernard Potter, Esq., appearing as attorneys for defen-
5 dant Mira Loma Mutual Water Company; Gerald E. Kerrin, Esq. and
6 James C. Bone, Esq., City Attorney, appearing as attorneys for de-
7 fendant City of Arcadia; Laurence B. Martin, Esq., appearing as
8 attorney for defendant Sunny Slope Water Company; Robert E. Moore,
9 Esq., appearing as attorney for defendant Lincoln Avenue Water
10 Company; Messrs. Hahn and Hahn by Edwin F. Hahn, Esq., appearing
11 as attorneys for defendant The Las Flores Water Company; Messrs.
12 Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
13 defendants Chesley E. Osborn and Kathleen M. Osborn; and Messrs.
14 Hahn and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for
15 defendant Canyon Mutual Water Company, and

16 All objections and exceptions to the Report of Referee
17 filed by defendant California-Michigan Land and Water Company
18 having been overruled by the court with the exception of objection
19 18 which was withdrawn by said defendant, and

20 Certain stipulations having been entered into by and be-
21 tween the parties and evidence both oral and documentary having
22 been introduced and the cause having been submitted to the court
23 for its decision upon briefs, and briefs for the respective par-
24 ties having been filed and considered, the court, being fully ad-
25 vised in the premises, and having made its findings of fact and
26 conclusions of law:

27 WHEREFORE, by reason of the stipulation aforesaid and the
28 findings of fact and conclusions of law, it is hereby ordered, ad-
29 judged and decreed:

30

I

31 That there exists in the County of Los Angeles, State of
32 California, a field of ground water, known and hereinafter referred

1 to as the Raymond Basin Area, and subdivisions thereof herein design-
2 nated the Eastern Unit and the Western Unit which are shown on the
3 map attached hereto and hereby made a part hereof.

4 That, under existing conditions, the safe yield of said East-
5 ern Unit is 3,900 acre feet per year, and the safe yield of said
6 Western Unit is 18,000 acre feet per year.

7 That the amount of water pumped or otherwise taken by non-
8 parties to this action in said Western Unit is 340 acre feet per
9 year, and the amount of water pumped or otherwise taken by non-
10 parties to this action in said Eastern Unit is 109 acre feet per
11 year.

12 That the parties hereto pumping from wells or otherwise taking
13 water for beneficial use from the ground in said subdivisions of
14 said Raymond Basin Area are as shown in the table in paragraph IV
15 hereof.

16 II

17 That, as to those parties hereto who are taking or diverting
18 water for beneficial use from any source contributing to the supply
19 of water in the ground in said Raymond Basin Area, each of said par-
20 ties has the right as against all parties other than the defendant
21 California-Michigan Land and Water Company, no determination as to
22 the existence of such right being made as against it, to continue to
23 divert from such source for such use an amount of water measured by
24 the maximum capacity of its diversion works and other facilities as
25 the same existed at any time within five (5) years prior to October
26 1, 1937. That said maximum capacities of the said works and facili-
ties of each of such parties in cubic feet per second are as follows:

27	La Canada Irrigation District (Snover Canyon)	1.20
	Las Flores Water Company	0.50
28	Lincoln Avenue Water Company	6.59
	Lockhart, Ross M.	1.20
29	May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Houston Hastings, deceased	0.26
30	Mira Loma Mutual Water Company	0.81
	Pasadena Cemetery Association	0.02
31	Pasadena, City of	
	Arroyo Seco including Millard Canyon	25.00
32	Eaton Canyon	8.90
	Rubio Canon Land and Water Association	2.20
	Sierra Madre, City of	6.00

1 That each of said parties, and each of their agents, em-
2 ployees, attorneys, and any and all persons acting by, through,
3 or under them, or any of them, are and each of them is hereby for-
4 ever enjoined and restrained from increasing its taking or diver-
5 sion from such source beyond the amount of such taking or diver-
6 sion as measured by said maximum capacity of its diversion works
7 and other facilities.

8 III

9 That each and all of the rights of the parties hereto to
10 pump water from wells or otherwise take water from the ground in
11 said Raymond Basin Area are of equal priority and of the same le-
12 gal force and effect.

13 IV

14 That, subject to the provisions of paragraphs V, VI and
15 XXI hereof, each party hereto is the owner of the right to pump
16 water from wells or otherwise take water from the ground in each
17 of said units in the amount set forth opposite the name of each
18 party in the following table, which said right, for convenience,
19 is designated the "present unadjusted right";

20 PRESENT UNADJUSTED RIGHTS TO TAKE
21 WATER IN RAYMOND BASIN AREA

22	<u>Eastern Unit</u>	<u>Acre Feet Per Year</u>
23	Arcadia, City of	2,527
24	Sierra Madre, City of	1,264
25	<u>Western Unit</u>	
26	Alhambra, City of	1,042
26	Arcadia, City of	1,180
26	California-Michigan Land and Water Company	521
27	California Water and Telephone Company	2,272
27	Canyon Mutual Water Company	128
28	Crown City Ice Company	0
28	El Campo Mutual Water Company	52
29	First Trust and Savings Bank of Pasadena	188
29	Graves, Francis P., Alice Graves Stewart and	
30	Katherine Graves Armstrong, being the heirs	
30	of Alice H. Graves, deceased, and being the	
31	residuary legatees under the Last Will and	
31	Testament of Alice H. Graves, deceased	65
32	La Canada Irrigation District	101

1	Los Flores Water Company	252
	Lincoln Avenue Water Company	573
2	Lockhart, Ross M.	88
	May, Ernest Crawford, as Executor of the Last Will	
3	and Testament of Charles Houston Hastings, deceased	0
	Milliken, Robert A., Archer Milton Huntington,	
4	Herbert Hoover, William B. Munro and Edwin P.	
	Huobell, Trustees of the Henry E. Huntington	
5	Library and Art Gallery	265
	Mira Loma Mutual Water Company	99
6	Monrovia, City of	961
	Osborn, Chesley E. and Kathleen M.	63
7	Pasadena Cemetery Association	92
	Pasadena, City of	12,758
8	Royal Laundry and Dry Cleaning Company	111
	Rubio Canon Land and Water Association	1,234
9	San Gabriel County Water District	1,103
	Sunny Slope Water Company	1,575
10	Valley Water Company (including that of Flintridge	
	Mutual Water Company)	806
11	Wagner, A. V. and those claiming under and through	
	him	79
12		

13 That the total of said rights in the Eastern Unit is 3,791
14 acre feet per year, and that the total of said rights in the Western
15 Unit is 25,608 acre feet per year.

16 V

17 That, in order to maintain and protect the supply of water in
18 the ground in said Raymond Basin Area, it is necessary that the res-
19 pective parties to this action be limited in the exercise of their
20 respective present unadjusted rights, and the right, so limited, in
21 acre feet per year, of each party to pump water from wells or other-
22 wise take water from the ground, in the Western Unit, is as set forth
23 in the table at the end of this paragraph V, and in the Eastern Unit,
24 is as set forth in paragraph VI hereof. That said right, for con-
25 venience, is designated the "decreed right." That in said Western
26 Unit the amount of the decreed right of each party hereby is de-
27 termined by reducing the present unadjusted right of each party as
28 tabulated in paragraph IV hereof, in the proportion that the safe
29 yield of said unit, less the water taken therein by non-parties
30 hereto, bears to the aggregate of such rights of the parties here-
31 to in said unit. That each of said parties and each of their
32 agents, employees, attorneys, and any and all persons acting by,

1 the ~~terms~~ of under them, are and each of them is, subject to the terms
2 of paragraph XXI hereof, hereby forever enjoined and restrained on
3 and after July 1, 1944, as to all parties other than California-
4 Michigan Land and Water Company, and on and after July 1, 1945 as to
5 said California-Michigan Land and Water Company, from pumping or
6 otherwise taking from the ground in said Western Unit more water
7 than its decreed right in this paragraph determined; provided, how-
8 ever, that any of the parties to this action may take in any twelve
9 month period beginning July 1 for its own beneficial use and for the
10 release of water for use by other parties or persons pursuant to and
11 in accordance with the Raymond Basin Area Water Exchange Agreement
12 of 1943 and amendment thereto, hereinafter referred to, attached
13 hereto and hereby made a part hereof, any amount not exceeding one
14 hundred and twenty per cent (120%) of its decreed right as fixed
15 herein and such greater amount as may become necessary in case of an
16 emergency as determined by the Water Master hereinafter referred to,
17 but in no event shall the aggregate amount pumped or taken by any
18 party during any period of sixty (60) consecutive months exceed the
19 amount of water released to it pursuant to and in accordance with
20 said agreement and amendment thereto, and five (5) times the annual
21 decreed right of said party. That the yearly period from July 1 to
22 June 30 hereby is adopted and shall be used in the administration
23 and enforcement of this judgment.

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

25	Alhambra, City of	719
	Arcadia, City of	814
26	California-Michigan Land and Water Company	359
	Canyon Mutual Water Company	88
27	California Water and Telephone Company	1,567
	Crown City Ice Company	0
28	El Campo Mutual Water Company	36
	First Trust and Savings Bank of Pasadena	130
29	Graves, Francis P., Alice Graves Stewart and Katherine	
	Graves Armstrong, being the heirs of Alice H. Graves, de-	
30	ceased, and being the residuary legatees under the Last	
	Will and Testament of Alice H. Graves, deceased	45
31	La Canade Irrigation District	70
	Las Flores Water Company	174
32	Lincoln Avenue Water Company	395
	Lockhart, Ross M.	61
	May, Ernest Crawford, as Executor of the Last Will and	
	Testament of Charles Houston Hastings, deceased	0

1	Millikan, Robert A., Archer Milton Huntington, Herbert Hoover, William B. Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington Library and Art Gallery	183
2	Mira Loma Mutual Water Company	68
3	Monrovia, City of	663
	Osborn, Chesley E. and Kathleen M.	44
4	Pasadena Cemetery Association	64
	Pasadena, City of	8,794
5	Royal Laundry and Dry Cleaning Company	77
	Rubio Canon Land and Water Association	851
6	San Gabriel County Water District	761
	Sunny Slope Water Company	1,086
7	Valley Water Company (including that of Flintridge Mutual Water Company)	556
8	Wagner, A. V. and those claiming under and through him	55

9

VI

10 That the decreed right of each party hereto in said Eastern Unit is the present unadjusted right of each party as tabulated in paragraph IV hereof, and is the amount shown opposite the name of each said party as follows:

14 City of Arcadia, 2,527 acre feet per year

15 City of Sierra Madre, 1,264 acre feet per year.

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

21 (1) from pumping or otherwise taking from the ground in said Eastern Unit more water than its decreed right in this paragraph determined; provided, however, that either of said parties may take in any twelve month period beginning July 1 for its own beneficial use, and for the release of water for use by the other party pursuant to and in accordance with the said Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, any amount not exceeding one hundred and twenty per cent (120%) of its decreed right as fixed herein and such greater amount as may become necessary in case of an emergency as determined by the Water Master, but in no event shall the aggregate amount pumped or taken by either of said parties during any period of sixty (60) consecu-

1 modify the rights as between the defendants City of Sierra Madre
2 and City of Arcadia as set forth in that certain judgment entitled
3 "The City of Sierra Madre, a municipal corporation, et al., vs.
4 The City of Arcadia, a municipal corporation," No. 209747 in the
5 Superior Court of the State of California, in and for the County
6 of Los Angeles, entered on the 22nd day of April, 1930, but in the
7 exercise of such rights each of said parties shall be subject to
8 the express provisions of paragraph VI hereof.

9 IX

10 That a Water Master shall be appointed by this court to
11 serve at the pleasure of the court to administer and enforce the
12 provisions of this judgment, the Raymond Basin Area Water Exchange
13 Agreement of 1943 and amendment thereto, attached hereto and made
14 a part hereof, and the instructions and orders of this court, and
15 if any such provisions, instructions or orders of the court, or
16 any order, rule or direction of such Water Master, made in accord-
17 ance with and for the enforcement of this judgment and said agree-
18 ment and amendment thereto, shall have been disobeyed or disre-
19 garded, said Water Master hereby is empowered and authorized to
20 report promptly to the court such fact and the circumstances con-
21 nected therewith and leading thereto.

22 That a violation of any provision of this judgment, or
23 attached agreement and amendment thereto, or order, instruction,
24 rule or direction of the court or of the Water Master, shall be
25 punished in such manner as the court may direct.

26 That the compensation of said Water Master shall be fixed
27 by an order or orders which the court hereafter from time to time
28 may make.

29 (That the order of April 5, 1944, appointing the Division
30 of Water Resources of the Department of Public Works of the State
31 of California as Water Master hereby is confirmed, continued and
32 made applicable to all parties hereto, subject to the further

1 order of the court;)

2

X

3 That for the purpose of advising in the administration of
4 the provisions of said agreement and amendment thereto and this
5 judgment and assisting the Water Master in the preparation of the
6 annual budget, hereinafter provided for, an advisory board of not
7 more than four persons qualified by training and experience in the
8 subject matter of said agreement and amendment thereto and this
9 judgment is hereby authorized to be created, one to be designated
10 by and to represent the parties in the Eastern Unit, one to be
11 designated by and to represent the City of Pasadena, one to be
12 designated by and to represent the seven parties in the Monk Hill
13 Basin other than the City of Pasadena as defined in said agreement
14 and amendment thereto, and one to be designated by and to repre-
15 sent the parties in the Western Unit other than the City of
16 Pasadena and other than said seven parties in the Monk Hill Basin.
17 Each such representative shall serve at the pleasure of those par-
18 ticipating in his designation and such participation in the desig-
19 nation of a representative and in the representation on the advi-
20 sory board and in the payment of the costs of said representation
21 shall be optional with the respective parties. Any party or group
22 of parties, at their own expense, shall have the right, either
23 personally or through a representative or representatives, to con-
24 sult and advise with said board and/or Water Master with respect
25 to any matters affecting such party or parties.

26

XI

27 That each party hereto at its own expense shall:

28 (a) measure and keep records of all its diversions from
29 any source contributing to the supply of water in the ground, of X
30 its importations of water, and of its production of water from the
31 ground in the Raymond Basin Area, subject to the approval of the
32 Water Master as to equipment and methods;

1 (b) measure and keep records of its production and dis-
2 tribution in such manner as to show its use in, transfers within,
3 and exports of water from the Raymond Basin Area, or any subdivi-
4 sion thereof, as required by the Water Master;

5 (c) measure and record the depth to the water table in
6 all wells owned or operated by it within the Raymond Basin Area
7 once a month, or as required by the Water Master.

8 That any party owning any facilities for the diversion
9 from any source contributing to the supply of the water in the
10 ground in the Raymond Basin Area, or for pumping or otherwise tak-
11 ing water from the ground in said area, at its own expense shall
12 install and at all times maintain in good working order reliable
13 measuring devices and facilities for testing said devices and shall
14 keep records of its diversions and production through the use of
15 such devices and facilities as may be required by the Water Master;
16 that upon failure of any such party to install such devices and
17 facilities on or before such day as the Water Master shall fix,
18 after due notice from the Water Master so to do, the Water Master
19 shall give the court notice of such failure for proper action in
20 the premises.

21 XII

22 That, in addition to other duties herein provided, the
23 Water Master shall:

24 (a) supervise the collection, assembly and presentation of
25 the records and other data required of the parties; such records
26 and other data to be open to inspection by any party or its repre-
27 sentative during normal business hours;

28 (b) require all parties hereto to operate their respective
29 wells in a manner which will accomplish the stated purposes of said
30 agreement and amendment thereto, and will effectuate this judgment
31 without placing undue burden on any party;

32 (c) cooperate with the advisory board;

1 (d) prepare in cooperation with the advisory board a ten-
2 tative annual budget for the fiscal year commencing July 1, sepa-
3 rately stating the anticipated expense for administering the pro-
4 visions of said agreement and amendment thereto for the release
5 and receipt of water, and the anticipated expense of the adminis-
6 tration of the other provisions of said agreement and amendment
7 thereto and of enforcing this judgment. The Water Master shall
8 serve said tentative budget upon each of the parties on or before
9 May 1 of each year. If any party has any objection to said tenta-
10 tive budget, or any suggestions with respect thereto, it shall
11 present the same in writing to the advisory board within ten (10)
12 days after service thereof upon it. Thereafter the Water Master,
13 in cooperation with the advisory board, shall prepare a final
14 budget and serve the same upon each party. If any party objects
15 to said final budget it may make written objection thereto by
16 filing its objection with this court within fifteen (15) days after
17 service of the same upon it, after first having served such objec-
18 tion upon each party hereto, and shall bring such objection on for
19 hearing before this court within fifteen (15) days after such
20 filing, or at such time as the court may direct.
21 If no objection to said budget be made as herein provided
22 it shall be the annual budget for the particular year involved. If
23 objection to such budget be filed with this court as herein provi-
24 ded, then the annual budget shall be determined by the order of
25 this court.

26 (e) make an annual report on or before September 1 of each X
27 year to the parties hereto of the scope of his work during the pre-
28 ceding fiscal year and a statement of his receipts and expenditures
29 in appropriate detail, segregated as to the items attributable to
30 the administration of the provisions of said agreement and amend-
31 ment thereto respecting the release and receipt of water, and as to
32 the items attributable to the administration of the other provi-

sions of said agreement and amendment thereto and to the enforcement of this judgment.

XIII.

That the cost of enforcing this judgment or any order or direction of this court or of the Water Master (other than those with respect to the release and receipt of water in accordance with the provisions of said agreement and amendment thereto) shall be borne by the parties in proportion to their respective decreed rights as determined in paragraphs V and VI of this judgment, and the Water Master shall assess such cost to each party accordingly.

That payment thereof shall be made by each party within thirty (30) days after the annual budget shall have become final and the service on such party by the Water Master of a statement of the amount due. If payment be not made within said thirty (30) days, such payment shall be delinquent and the Water Master shall add a penalty of ten per cent (10%) thereof to said statement, and the amount of said statement plus said penalty thereupon shall be due and payable. Payment required of any party hereunder or under the terms of said agreement and amendment thereto may be enforced by execution issued out of this court or as may be provided by any order hereinafter made by this court. All payments and penalties received by the Water Master, except payments received on account of the release and receipt of water, shall be deposited by the Water Master in a fund which shall be designated "The Water Master Service Fund" and shall be expended by him for the administration of the agreement and amendment thereto and the enforcement of this judgment in accordance with the annual budgets herein provided for. Any money remaining at the end of any year shall be available for use the following year for such water master service. Money collected or received by the Water Master in connection with the release and receipt of water under the provisions of said agreement and amendment thereto shall be deposited by him in a special de-

1 posit fund and paid out by him in accordance with the provisions
2 of said agreement and amendment thereto.

3 XIV

4 That, in the event the court by order shall authorize the
5 Division of Water Resources of the Department of Public Works of
6 the State of California to administer said agreement and amendment
7 thereto and enforce the provisions of this judgment, said division
8 shall do so through the agency of a Water Master and such Deputy
9 Water Master or Deputy Water Masters as said division may deem
10 necessary; such Water Master and deputy or deputies shall be ap-
11 pointed by said division from its employees at his or their estab-
12 lished rates of pay and shall be subject to the supervision of said
13 division.

14 That in such event the term "Water Master" as used in said
15 agreement and amendment thereto and in this judgment shall mean
16 and refer to said Division of Water Resources acting through the
17 agency of such Water Master and Deputy Water Master or Deputy Water
18 Masters, and the following provisions shall be effective during
19 the period said division shall be so authorized, notwithstanding
20 any provisions hereof to the contrary:

21 (a) the division shall not be required to prepare a ten-
22 tative budget as provided in subparagraph (d) of paragraph XII of
23 this judgment;

24 (b) the annual budget shall be prepared by the division
25 in cooperation with the advisory board prior to December 15 for
26 the fiscal year commencing the following July 1;

27 (c) money collected or received by the division in connec-
28 tion with the release and receipt of water under the provisions of
29 said agreement and amendment thereto shall be deposited in a spe-
30 cial deposit fund and paid out in accordance with the provisions
31 of said agreement and amendment thereto.

32 (d) any contributions made or to be made by the State of

1 California, authorized by the provisions of any statute now exist-
2 ing or hereafter enacted, for water master service hereunder shall
3 be set forth in the budget, and the amounts payable by the parties
4 hereunder shall be reduced accordingly. Such contributions and
5 all money received by said division from the parties for or on ac-
6 count of water master service hereunder and any penalties collected
7 under the provisions of said agreement and amendment thereto or
8 this judgment shall be paid into the State Water Master Service
9 Fund and the total sum thus made available shall be subject to ex-
10 penditures by the said division in performing said service and any
11 money remaining at the end of any year shall be available for use
12 the following year for such water master service;

13 (e) said division shall not be obligated to proceed with
14 water master service for any fiscal year:

15 (1) until after the budget submitted by it has become
16 final through the failure of any party to object thereto or has
17 been approved by the superior court as originally submitted by
18 said division, or if amended or modified by the superior court, is
19 deemed acceptable to said division; or

20 (2) unless the obligation of said division to proceed
21 pursuant to the preceding subparagraph (1) hereof has otherwise
22 occurred at least ninety (90) days prior to the beginning of the
23 fiscal year for which said budget was proposed;

24 (f) said division at any time, not less than ninety (90)
25 days prior to the termination of the current fiscal year for which
26 it is administering said agreement and amendment thereto and en-
27 forcing this judgment, may elect to discontinue its services there-
28 under at the end of said current fiscal year upon serving notice
29 of said election upon this court and the parties.

30 XV

31 That any Water Master ceasing to perform water master ser-
32 vice hereunder immediately upon such cessation shall deposit with

1 the clerk of this court all funds in his possession collected from
2 the parties in accordance with this judgment or said agreement and
3 amendment thereto, and forthwith shall serve upon the parties here-
4 to and file with this court his final account and report, and shall
5 deliver to his successor, or as the court may direct, all property
6 and all records or certified copies thereof.

7 XVI

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

22 XVII

23 That within thirty (30) days after the appointment of the
24 Water Master, each of the parties shall file with the Water Master
25 and serve on each party the name and address of the person to whom
26 any notice, demand, request, objection or the submission of any
27 budget and the annual report is to be made or given, and each of
28 said parties may change the name and address of said person from
29 time to time by filing said changed name and address with the Water
30 Master and by serving a copy thereof upon each of the parties here-
31 to.

32 That any notice, demand, request, objection or the submis-

1 sion of a budget and the annual report required or authorized by
2 this judgment or said agreement and amendment thereto to be given
3 or made to or served upon any party or the Water Master, shall be
4 delivered or mailed by registered mail postage prepaid to the per-
5 son so designated at the address last filed with the Water Master.
6 Such service by mailing shall be complete at the time of the de-
7 posit in the United States mail.

8 XVIII

9 That nothing in this judgment contained shall be consid-
10 ered as a determination of the right of any party to water here-
11 after imported by it into the Raymond Basin Area and spread there-
12 in with the intent to recapture the same.

13 XIX

14 That said agreement entered into by certain parties, enti-
15 tled "Raymond Basin Area Water Exchange Agreement of 1943" and
16 amendment thereto, a copy of which is attached hereto, and each and
17 all of its terms and provisions be, and the same is and are hereby
18 fully approved, and said agreement and amendment thereto is hereby
19 expressly made a part of this judgment to the same purpose and ef-
20 fect as though said agreement and amendment thereto were at this
21 point fully herein written and set forth at length; provided, how-
22 ever, that California-Michigan Land and Water Company, Sunny Slope
23 Water Company, and Ernest Crawford May, as Executor of the Last
24 Will and Testament of Charles Houston Hastings, deceased, who are
25 not parties to said agreement or amendment thereto, shall not be
26 bound by nor required to perform any of the provisions thereof,
27 nor pay any part of the cost of administering or enforcing said
28 agreement or amendment thereto; that the power of the court is
29 hereby expressly made to underlie all of the terms and provisions
30 of said agreement and amendment thereto and the enforcement there-
31 of, and that the parties thereto, and each thereof, are hereby
32 ordered to perform fully said agreement and amendment thereto and

1 all of its said terms and provisions.

2 That no taking of water by any party under the provisions
3 of said agreement and amendment thereto concerning the release and
4 receipt of water in any amount in excess of its decreed right to
5 pump or otherwise take water from the ground in the Raymond Basin
6 Area shall constitute a taking adverse to any other party; nor
7 shall any party have the right to plead the statute of limitations
8 or an estoppel against any other party by reason of its said taking
9 of water in the Raymond Basin Area pursuant to a request for the
10 release of water; nor shall such release of water by any party con-
11 stitute a forfeiture or abandonment by such party of any part of
12 its decreed right to water; nor shall such release in any wise con-
13 stitute a waiver of such right, although such water, when released
14 under the terms of said agreement and amendment thereto, may be
15 devoted to the public use of others; nor shall such release of
16 water by any such party in any wise obligate any party so releasing
17 to continue to release or furnish water to any other party or its
18 successor in interest, or to the public generally, or to any part
19 thereof, otherwise than as provided in Article IV of said agreement
20 and amendment thereto.

XX

22 That, in the event any party shall serve upon the parties
23 and file with the Water Master and with the court a declaration of
24 forfeiture or abandonment of its decreed right, or any part thereof,
25 said party shall be relieved of the payment of further costs of
26 administering the provisions of said agreement and amendment there-
27 to and enforcing this judgment applicable to the right so forfeited
28 or abandoned; provided that said relief from said further costs
29 shall not become effective until the beginning of the next fiscal
30 year for which a budget has not become final; and provided that
31 said party making such forfeiture or abandonment shall pay to the
32 Water Master its proportion of such costs to the effective date of

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

6 XXI

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

28 XXII

29 That the court hereby reserves jurisdiction and authority
30 at any time, upon application of any party, the Water Master, or
31 upon its own motion, to make such modifications of, or such addi-
32 tions to, the provisions of this judgment, or to make such further

1 order or orders, as may be necessary or desirable for the adequate
2 enforcement, protection, or preservation of the rights of the res-
3 pective parties as declared in this judgment or as provided in said
4 agreement and amendment thereto. The court further reserves juris-
5 diction to make any other and/or additional orders of sufficient
6 kind and nature to protect the waters in said Raymond Basin Area
7 or any portion thereof from contamination of the ground water supply
8 from cesspool effluent or surface waters.

9 XXIII

10 That the defendant California-Michigan Land and Water Com-
11 pany is entitled to become a party to the Raymond Basin Area Water
12 Exchange Agreement of 1943 and thereby become entitled to receive
13 water upon the same terms and conditions provided in said agree-
14 ment with respect to the several parties thereto.

15 XXIV

16 That defendant Bradoury Estate Company, a corporation, and
17 Eugene E. Bean be and they hereby are dismissed without costs.

18 XXV

19 That none of the parties is entitled to recover its costs
20 as against any other party.

21
22 Dated the 23 day of December, 1944.

23
24
25 Collier

JUDGE OF THE SUPERIOR COURT.

26 December 23rd 1944

27 Clerk is ordered to copy

28 in and enter in the

29 Judgment Book as part

30 of the Judgment all the

31 documents hereto attached.

32 Ruben S. Schmidt

Acting Presiding Judge.