

JM Page

Judgment entered
August 22, 1961
Book 4291,
Page 62

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE COMPANY, et al,	}	No. 506,806
Plaintiffs.		
vs.		JUDGMENT
CITY OF COMPTON, et al,	}	
Defendants.		

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

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

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

I

1
2 There exists in the County of Los Angeles, State of Cali-
3 fornia, an underground water basin or reservoir known and here-
4 inafter referred to as "West Coast Basin" or the "Basin," and
5 the boundaries thereof are described as follows:

6 Commencing at a point in the Baldwin Hills about
7 1300 feet north and about 100 feet west of the intersec-
8 tion of Marvale Drive and Northridge Drive; thence through
9 a point about 200 feet northeasterly along Northridge
10 Drive from the intersection of Marvale and Northridge
11 Drives to the base of the escarpment of the Potrero
12 fault; thence along the base of the escarpment of the
13 Potrero fault in a straight line passing through a
14 point about 200 feet south of the intersection of
15 Century and Crenshaw Boulevards and extending about
16 2650 feet beyond this point to the southerly end of
17 the Potrero escarpment; thence from the southerly end
18 of the Potrero escarpment in a line passing about 700
19 feet south of the intersection of Western Avenue and
20 Imperial Boulevard and about 400 feet north of the
21 intersection of El Segundo Boulevard and Vermont
22 Avenue and about 1700 feet south of the intersection
23 of El Segundo Boulevard and Figueroa Street to the
24 northerly end of the escarpment of the Avalon-Compton
25 fault at a point on said fault about 700 feet west of
26 the intersection of Avalon Boulevard and Rosecrans
27 Avenue; thence along the escarpment of the Avalon-
28 Compton fault to a point in the Dominguez Hills located
29 about 1300 feet north and about 850 feet west of the
30 intersection of Central Avenue and Victoria Street;
31 thence along the crest of the Dominguez Hills in a
32 straight line to a point on Alameda Street about 2900

1 feet north of Del Amo Boulevard as measured along
2 Alameda Street; thence in a straight line extending
3 through a point located on Del Amo Boulevard about
4 900 feet west of the Pacific Electric Railway to a
5 point about 100 feet north and west of the intersec-
6 tion of Bixby Road and Del Mar Avenue; thence in a
7 straight line to a point located about 750 feet west
8 and about 730 feet south of the intersection of Wardlow
9 Road and Long Beach Boulevard at the escarpment of the
10 Cherry Hill fault; thence along the escarpment of the
11 Cherry Hill fault through the intersection of Orange
12 Avenue and Willow Street to a point about 400 feet east
13 of the intersection of Walnut and Creston Avenues; thence
14 to a point on Pacific Coast Highway about 300 feet west
15 of its intersection with Obispo Avenue; thence along
16 Pacific Coast Highway easterly to a point located about
17 650 feet west of the intersection of the center line of
18 said Pacific Coast Highway with the intersection of the
19 center line of Lakewood Boulevard; thence along the
20 escarpment of the Reservoir Hill fault to a point about
21 650 feet north and about 700 feet east of the intersection
22 of Anaheim Street and Ximeno Avenue; thence along the
23 trace of said Reservoir Hill fault to a point on the Los
24 Angeles - Orange County line about 1700 feet northeast
25 of the Long Beach City limit measured along the County
26 line; thence along said Los Angeles - Orange County line
27 in a southwesterly direction to the shore line of the
28 Pacific Ocean; thence in a northerly and westerly direc-
29 tion along the shore line of the Pacific Ocean to the
30 intersection of said shore line with the southerly end
31 of the drainage divide of the Palos Verdes Hills; thence
32 along the drainage divide of the Palos Verdes Hills to

1 the intersection of the northerly end of said drainage
2 divide with the shore line of the Pacific Ocean; thence
3 northerly along the shore line of the Pacific Ocean to the
4 intersection of said shore line with the westerly projec-
5 tion of the crest of the Ballona escarpment; thence easterly
6 along the crest of the Ballona escarpment to the mouth of
7 Centinela Creek; thence easterly from the mouth of
8 Centinela Creek across the Baldwin Hills in a line encom-
9 passing the entire watershed of Centinela Creek to the
10 point of beginning.

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

13 II

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

16 III

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

26 IV

27 Certain of the parties to this action have no right to
28 extract water from the Basin. The name of each of said parties
29 is listed below with a zero following his name, and the absence
30 of such right in said parties is hereby established and declared.
31 Certain of the parties to this action and/or their successors in
32 interest are the owners of rights to extract water from the Basin,

1 which rights are of the same legal force and effect and without
 2 priority with reference to each other, and the amount of such
 3 rights, stated in acre-feet per year, hereinafter referred to as
 4 "Adjudicated Rights" is listed below following such parties'
 5 names, and the rights of the last-mentioned parties are hereby
 6 declared and established accordingly. Provided, however, that
 7 the Adjudicated Rights so declared and established shall be
 8 subject to the condition that the water, when used, shall be put
 9 to beneficial use through reasonable methods of use and reason-
 10 able methods of diversion; and provided further that the exercise
 11 of all of said rights shall be subject to a pro rata reduction,
 12 if such reduction is required, to preserve said Basin as a common
 13 source of water supply. The parties hereinafter listed whose
 14 names are preceded by an asterisk (*) have approved the Exchange
 15 Pool Provisions contained in paragraphs 7 to 14, both inclusive,
 16 of the Agreement and Stipulation for Judgment filed herein.

17	<u>PARTY</u>	<u>ADJUDICATED RIGHT</u>	
18	<u>AND SUCCESSOR, IF ANY</u>		
19	JOE ABEGG	0	
20	FRANK ABELL	1.8	
21	ALEXANDER ABERCROMBY	0	
22	Henry Abercromby		
23	one Fred Roland Cooper		
	one Ted R. Cooper		
	one Roy F. Knapp		
24	AIRWAYS WATER COMPANY (Incorporated)	0	
25	H. A. ALLEN	0	
26	*ALLIED CHEMICAL CORPORATION, a	255.0	
27	corporation, formerly General Chemical Company		
28	ALUMINUM COMPANY OF AMERICA	0	
29	one U.S. Navy Department	1.7	
30	AMERICAN RADIATOR & STANDARD SANITARY CORPORATION, a corporation	0	
31			
32			

1	*REMBERT C. ANDERSON	80.5
	*Allen W. Ashburn	
2	*Ann F. Ashburn	
	*Martha D. Bingham	
3	*Laura Bonanno	
	*Louise Casey also known as	
4	*Louise Casey Gibson	
	*Ruby Decius sued as Jane Doe 19	
5	*Ruby F. Joel	
	*Catherine Lass sued as Jane Doe 18	
6	*Catherine B. Maddox	
	*Louisa Watson sued as Jane Doe 17	
7	*Hazel Parsons	
	*J. W. Parsons	
8	*Myrtle Mae Parsons	
	*Alexander Poggi	
9	*One Freda E. Poggi	
	*Mary Richley sued as Jane Doe 16	
10	*Devises of Gurney E. Newlin, deceased, to wit:	
11	*Helen Newlin Hastings	
	*Robert Pusey Hastings	
12	*Thomas Newlin Hastings	
	*Helen Hastings Schribner	
13	*Edith Hastings Murphy	
	*George R. Bell, Jr.	
14	*Thomas Elwood Bell	
15	KATHLEEN M. ASHBROOK, formerly Kathleen M. Davies	0
16	one J & E Investment Co.	
17	ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, (The), a corporation	0
18		
19	AZEVEDO ESTATE COMPANY, a corporation	0
20	JOHN AZVEDO	0
21	WM. D. BAILEY	0
	Harry C. Cain	
22	Jesse E. Cain	
	Dorothy Luther sued as Dorothy F. Luther	
23	Harold M. Luther	
24	E. W. BALDWIN	0
25	FRANK A. BALLMAN and ROSEMARY N. BALLMAN	7.0
26	BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-100)	0
27		
28	BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (under its Trust BI-51)	0.1
29		
30	GEORGE W. BARNARD and JOSEPH A. BARNARD, as Trustees under the last will and testament of ANNIE E. BARNARD	0
31	one Fritz B. Burns.	
32	MRS. ANNA T. BARNES	0
	one Alfred O. Barnes	

1	G. A. BAUMAN	0
2	JOHN H. BECHTEL one Riverside Cement Company	0
3	BEGO CORPORATION, a corporation	0
4	one Arthur J. Delaney	4.1
5	J. W. BELLES	0
6	one L. W. Mason one S. M. Mason	
7	BELVIDERE MUTUAL WATER COMPANY	33.4
8	JAMES BERARDINO, sued as James Bernardino and	0
9	Jim Berardino, sued as Jim Bernardino	
10	P. BERDOLLT	0
11	T. J. Heithold	
12	A. M. BERNARD	0
13	one Moneta Gardens, Inc., a corporation	
14	H. W. BEST	0
15	LOUIS BIZEGO	0
16	ALEXANDER R. BLACK	0
17	one Liberty Investment Company	
18	ARTHUR A. BLAIN, SR., sued as A. A. Blain	0
19	N. J. BLAIS	0
20	one Michael Chuchor one Albert J. Sahn	
21	H. H. BLAKE	0
22	one Pearl E. Grady	
23	ARNOLD BLOEMSMA, sued as Arnold Bloesma	0
24	BODGER REALTY COMPANY, (The), a corporation	0
25	COLIN J. BOONE	0
26	Clarence J. Lamb Lora Lamb	
27	ANNA BOONSTRA	0
28	Tedde Boonstra one M. V. Deniz	
29	CHARLES P. BOWMAN, sued as Pat Bowen	0
30	Ann Bowman one Harlan T. Maples	
31	WAYNE E. BROOKS	0
32	one Artie Waller one V. W. Waller	

1	CARL L. BROWN	0
2	EDA BUCKMASTER	0
	Rose Faure	
3	Frank X. Girard	
	Julia Girard	
4	John Oddoris	
	Paul Oddoris	
5	Marie Girard Seal sued as	
	Marie Girard	
6	one Frank Girard	
7	BULTRY CORPORATION, a corporation	0
	one Paul E. Black	
8	One Ronald L. Black	
9	E. D. BURKE, sued as	0
	E. W. Burke	
10		
	*W. F. BURKE	9.5
11	Lois Price Burke, sued as Jane Doe 14	
12	M. P. BUTTE	0
13	*CALIFORNIA WATER SERVICE COMPANY, a corporation	3071.0
14		
	HUGH N. CAMERON	0
15	Ysaburo Mishima	
	Satsuki Mishima	
16		
	JACK C. CARLTON	0
17		
	ELOISE CARRELL	0
18		
	FRANK R. CARRELL, estate	0
19	Tom Ware and James Blake,	
	as co-executors of the last	
20	will & testament of Frank R. Carrell,	
	deceased.	
21		
	*CARSON ESTATE COMPANY	130.0
22		
	J. F. CAVANAUGH	0
23		
	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT	0
24		
	MARY RIORDAN CHAMBERS, sued as	0
25	Mary R. Chambers	
26		
	MARY R. CHAMBERS AND	
	DAN MURPHY COMPANY, a corporation	0
27		
	*CHANSLOR-CANFIELD MIDWAY OIL CO.	104.0
28	Now Chanslor-Western Oil &	
	Development Co.	
29		
	CLEM CHRISTIE	0
30		
	CLEM CHRISTIE, DON C. FOHL AND	.02
31	LEON LARSON	
	As Trustees of the Wilmington	
32	Cemetery Association	

1	JENNIE M. CLARK	0
2	WILFORD H. CLARK, sued as	0
3	W. H. Clark and Ida E. Clark, sued as Jane Doe 1	
4	MRS. LOIS CLIFT	0
5	COAST INVESTMENT COMPANY, a corporation	0
6	EDMOND S. COLLINS	0
7	LILY COLTRIN	0
8	COLUMBIA BROADCASTING SYSTEMS, INC., sued as Columbia Broadcasting Co.	18.5
9		
10	COMMUNITY AIRPORTS, INC., a corporation	0
11	V. G. COMPARETTE	0
12	CITY OF COMPTON	0
13	COMPTON BRICK & TILE COMPANY, a corporation	0
14		
15	COMPTON UNION HIGH SCHOOL DISTRICT	0
16	F. A. CONOVER	0
17	A. CORTRITE	0
18	EDWARD COST and EMILY COST, sued as Emily Costa	7.4
19	ERNEST COST	0
20	DANIEL CROWLEY	0
21	OWEN W. CURTIS	3.8
22	LOUIS DALLAPE, sued as Louis Dallapi	0
23		
24	TOM DALLAPE	0
25	MIKE DARBEAIAN, sued as John Doe 25	0
26	LUIGI DeBARNARDI	0
27	GERASIMOS K. DEFTERIOS	0
28	one Anna G. Defterios	
29	*DEL AMO ESTATE COMPANY	121.0
30	HENRY M. DENISON one Frank A. Basso	0
31	FRANK DERMODY	0
32		

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

1	GEORGE ENGLAND	0
2	CAROLINE ETCEMENDY, sued as Jane Doe 12	8.2
3	Mariana T. Etchemendy, sued as Jane Doe 11	
4		
5	CARMELITA ROSECRANS EWING, sued as C. F. Rosecrans and W. S. Rosecrans	91.3
6		
7	OSCAR FALCINELLA & MIKE FALCINELLA	0
8	FRED FIESEL	0
9	MAXWELL C. KING	0
10	JAMES L. FITTINGER	0
11	*FLETCHER OIL COMPANY, a corporation composed of D. S. Fletcher F. O. Fletcher	86.3
12	Helen Fletcher O'Connell and Idaho Fidelity Corporation	
13		
14	ROLIA FORD	0
15	FOX HILLS COUNTRY CLUB	0
16	TONY FRIETAS	0
17	W. J. FROGGE one Sigmund S. Hockwold one Lionel S. Hockwold	0
18		12.5
19	HERBERT SAKAYE FUKUWA	0
20	A. O. FULLER Helene M. Fuller	0
21	ROBERT L. FULLILOVE	1.0
22	JOE GALDARISI Brody Investment Company	0
23		
24	AMADOR GARCIA Eva Garcia	0
25	ARTHUR B. GARCIA Arthur D. Garcia, sued as June Garcia	0
26		
27	JOSE H. GARCIA	0
28	GARDENA SYNDICATE NO. 2	0
29	GARDENA WATER SUPPLY COMPANY	0
30	GAY LAND COMPANY, LTD., a corporation	0
31	V. M. GERACOSIAN one Stanley N. Lewis	0
32	GEORGE F. GETTY, INC.	0

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

1	BEATRICE S. GRIFFITH	0
2	W. P. Griffith one Otto K. Olessen	
3	B. H. GRIGGS	0
4	Olive W. Griggs	
5	JOSEPH M. GROSS, sued as	0
6	Joseph Gross	
7	Myron J. Glauber, sued as	
8	John Doe 20, Clarence L. Brown, sued as John Doe 21, and Perfect Properties Inc., a corporation sued as Richard Roe Co. 20.	
9	HENRY M. GUENSER	0
10	Sophia E. Guenser	
11	DANIEL GUIDOTTI	0
12	CHAS. N. HAIGHT	0
13	One Grace P. Warden	
14	RAYMOND R. HAILS	0
15	WALTER HAMMOND	0
16	one Contractor's Asphalt Products Co.	
17	HANCOCK CHEMICAL COMPANY, a corporation	0
18	HARBOR CITY DEVELOPMENT COMPANY	0
19	R. B. HARDING	0
20	*ROY W. HARRIS	0
21	HARRIS PUMPING PLANT	0
22	Leesa Dombrowski	
23	Carl G. Pursche	
24	Anna M. Pursche	
25	Harry Krundick	
26	Anna Doherty	
27	Mrs. Frank Cota	
28	Holly Corporation, a corporation	
29	Homer Bales and Ernest Haughton dba and sued as Pursche Water Co.	
30	W. HASEGAWA	0
31	one Kauffman, Milton, Construction Company, successor)	
32	C. R. HASKINS	0
33	FRED M. HAUT	0
34	one Ivy H. Haut	
35	CITY OF HAWTHORNE	1882.0
36	CHARLES R. HAYES	0
37	one Robert W. Colby	
38	one Fern M. Colby	

1	BEATRICE M. HENDERSON	1.3
2	DAVID P. HEREDIA	0
3	E. N. HERMAN	0
4	JULIA HERMANSEN	0
5	AUGUST HERZOG	0
6	one Martha Herzog	
7	HILLSIDE MEMORIAL PARK, a corporation	16.7
8	MARY N. HILYARD, sued as Jane Doe 55	0
9	Mrs. Monta Templeton, sued as	
	Jane Doe 56	
10	HENRY HIMMELFARB	0
11	Wm. Pirk	
	one Western Air Compressor Company	
12	T. E. HODNEFIELD	0
13	MARIE C. HOFFMAN	0
	Los Angeles City School District, successor	
14	J. P. HOEPTNER	0
15	Ida B. Hoeptner	
16	one Jack I. Gantz	
	one Lillian H. Gantz	
17	CLIFFORD HOLLIDAY	0
18	W. I. HOLLINGSWORTH	0
	one Julius L. Jenkins	
	one Evelyn M. Jenkins	
19	*HOLLYWOOD TURF CLUB, a corporation	282.0
20	WILBUR HORNSTRA	14.1
21	C. L. HUDSON	0
22	HUGHES-TOOL-COMPANY	0
23	Dismissed	
	G.F.	
24	ARTHUR C. HURT	0
	one Truman Enterprises, Inc.	
25	DON C. HADLEY	0
26	one D. W. Sleet	
	one Virgie Sleet	
27	*CITY OF INGLEWOOD	4382.0
28	INGLEWOOD PARK CEMETERY ASSOCIATION, a	0
29	corporation sued as Inglewood Park	
	Mortuary Assoc.	
30	YOSHI INOSE	0
31	one Seijiro Inose	
32	F. C. IRVINE	0

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

1	*MAGNUS C. LARSEN, sued as	0
2	M. Larsen	
3	NELS LAUTRUP	0
4	*JAMES K. LAWLER, Estate	3.1
5	LAWNDALE (CITY) SCHOOL DISTRICT	0
6	OF LOS ANGELES COUNTY, sued as	
	Richard Roe Company 12	
7	ANNA LEACH	0
8	JOE LEONARDO	0
9	A. LERMENS	0.7
10	EMMA L. LENZINGER, sued as	1.4
	Mrs. E. L. Leuzinger	
11	LAWRENCE LISTON	.7
12	PAT LIZZA	0
13	BEN LONG	0
14	Persilla Long, sued as Pricilla	
	Long	
15	JOHN LONG	0
16	CITY OF LONG BEACH	0.7
17	FRANK LOPEZ	3.7
18	MANUEL LOPEZ	0
19	one Rudolph E. Lopez	
20	COUNTY OF LOS ANGELES	28.7
21	THE CITY OF LOS ANGELES	1503.0
22	LOS ANGELES CITY SCHOOL DISTRICT	0
23	LOS ANGELES COUNTY FLOOD CONTROL	37.6
	DISTRICT	
24	*LOS ANGELES COUNTY SANITATION DISTRICT	102.0
25	No. 2, sued as Los Angeles County	
	Sanitary District No. 2	
26	LOS ANGELES COUNTY WATER WORKS, DISTRICT	0
27	No. 1	
28	LOS ANGELES COUNTY WATER WORKS, DISTRICT	1352.0
	No. 13	
29	LOS ANGELES COUNTY WATER WORKS, DISTRICT	551.0
30	No. 22	
31	LOS ANGELES EXTENSION COMPANY	0
32	LOS ANGELES INVESTMENT COMPANY	0

1	LOS NIETOS COMPANY, a corporation	0
2	LOYOLA UNIVERSITY FOUNDATION	0
3	LOYOLA UNIVERSITY OF LOS ANGELES, a corporation	48.1
4	LORENA MacLEAN	0
5	one Torrance Land Company	
6	PETE MADRIGAL	0
7	S. W. MAGALLANES	0
8	MANCHESTER AVENUE COMPANY, a corporation	0
9	one Inglewood Golf Course, a partnership	
10	*MANHATTAN BEACH, CITY OF	1131.2
11	H. C. MARCH	0
12	one Victory Oil Company	
13	P. T. MARTIN	0
14	one Arlington Garden Homes Company	
15	HOWARD DOUGLAS MARTZ	0
16	James L. Martz	
17	Louise H. Martz	
18	RAY F. MATSON, sued as	0
19	R. F. Matson	
20	Florence M. Nielsen	
21	FRED MAU	0
22	*JAMES McCANDLESS	6.7
23	ETHEL McCLAIN	0
24	G. A. McCRACKIN, sued as	0
25	G. A. Mc Cracken	
26	M. F. McCULLEY	0
27	J. J. McGRANAGHAN	0
28	IVAN J. McKERNON	0
29	one Doris E. Parks	
30	one L. Kenneth Parks	
31	AIMEE R. MEANS	0
32	one Prarie Company	
33	PAUL MESPLOU	0
34	J. J. METZLER	0
35	one Kenji Yokoyama and	
36	one Miyeko Yokoyama	
37	E. B. MILBURN	0
38	One M. Y. Yamane	

1	CARL H. MILLER	0
2	MINNEAPOLIS-HONEYWELL REGULATOR COMPANY	0
3	APPLIANCE CONTROLS DIVISION	
4	YSABURO MISHIMA and SATSUKI MISHIMA	0
	Hugh N. Cameron	
5	O. MOEN	0
6	P. E. MOLINE	0
7	MONETA MUTUAL WATER COMPANY	916.0
8	JOE MONIZ JR., sued as	2.2
	Joe Moniz	
9	one Rose Moniz	
10	B. R. MOODY	0
	one Opal B. Edwards	
11	J. B. MOORE	0
12	MAMIE S. MOORE	0
13	ALICE MORRISON	0
14	Ethel Morrison	
15	A. H. MORSE	0
	one J. J. Lapidus	
16	one B. C. Investment Co., Inc.	
17	HAROLD C. MORTON, sued as	0
	Harold Morton	
18	one Allied Gardens Corporation	
19	V. G. MOTT	0
20	ARNOLD W. MUELLER	0
	Ruth Mueller	
21	SUMIYE NAGAO	0
22	HIROSHIMA NAKAMURA	0
23	KIKUNO NAKANO	19.3
24	Ben Nakano	
	George Nakano	
25	Helen Nakano	
	Kan Nakano	
26	Mary Nakano	
	Taka Nakano	
27	Misao Nakano Nakashima	
28	NARBONNE RANCH WATER CO. No. 2	0
29	NARBONNE RANCH WATER CO. No. 3	0
30	NATIONAL ELECTRIC PRODUCTS CORP.	0
31	NATIONAL ROYALTIES, INC., a Corporation	0
32		

1	T. C. NAVARRO	0
2	one Hilario S. Alwag	
	one Emma Alwag	53.9
3	A. L. NELSON	0
4	Olaf Nelson	
	one George C. Orr	
5	EDWARD NICKEL	0
6	HENRY W. NICKEN, sued as	0
7	H. W. Nielsen	
	one Kenneth D. Durian	
8	J. E. NORMINGTON	0
9	NORTH AMERICAN AVIATION, INC.,	0
10	a corporation	
11	NORTHROP AIRCRAFT INCORPORATED	38.15
12	WARREN J. OGLE	0
13	JACK ORESKOVICH	0
14	Harold Walsh	
	one Harold D. Walsh	
	one Marie L. Walsh	
15	CHISATO OTANI, sued as	0
16	John Doe 57	
17	PACIFIC CREST CEMETERY COMPANY,	17.7
	Incorporated	
18	PACIFIC ELECTRIC RAILWAY COMPANY	0
19	PACIFIC WESTERN OIL CORPORATION,	0
20	a corporation	
21	PALISADES DEL REY WATER COMPANY	0
	(Included in City of Los Angeles)	
22	E. PALMER	0
23	*PALOS VERDES WATER COMPANY, a Corporation	999.0
24	G. L. PARCELL and MARGARET PARCELL	0
	one Rosie L. Kent	
25	PARK WATER COMPANY	160.0
26	MRS. ZORAIDA PARKE	1.8
27	WM. JOSEPH PASCHKE	.02
28	ROY PATTERSON	0
29	JOHN PAULIC	0
30	one John W. Taylor	
31	DAVE PEREZ	0
32	Apuleyo Villagomez	
	sued as A. Villagomez	

1	PERRY SCHOOL DISTRICT OF LOS ANGELES COUNTY	0
2		
3	WM. C. PETERSON	0
4	A. E. PHILLO	0
5	PIONEER DRILLING COMPANY, a corporation one Southern Heater Corp.	0
6	EDWARD A. PITTS	0
7	one Clarence E. Harrison one Martha E. Harrison	
8	FRANK X. PRICE	0
9	CARL G. PURSCHE AND CARL P. PURSCHE	0
10	doing business as Pursche Pumping Plant Carl G. Pursche Thora Pursche Anna M. Pursche	
11	one Guarantee Development Co.	
12		
13	CHARLES H. QUANDT, sued as Charles A. Quandt	0
14	RICHARD QUINN	0
15	Martha Quinn	
16	JOE B. RAMOS	0
17	RANCHO MUTUAL WATER COMPANY	0
18	J. K. RAVEN	0
	one Andrea S. Teran	
19	ELIZABETH E. REED, sued and formerly known as Elizabeth Edna Baker and Josephine Eilers for whom Dominguez Estate Company has been substituted	0
20		
21		
22	FRANK REHOR	0
23	one Josephine P. Rehor	2.2
24	LUCILLE G. REID	0
	Ogden G. Reid	
25	JEANETTE REIFSNYDER, also known as Jeanette Avant, and also known as Jeanette Heydenbeck	0.7
26	Calvin Wilson	
27	Edward E. Wilson, Jr.	
28	Harry R. Wilson	
29	Harry R. Wilson and Jeanette Reifsnyder, also known as Jeanette Avant, as executors of the estate of Jeanette C. Wilson, deceased.	
30	Harry R. Wilson and Jeanette Reifsnyder, also known as Jeanette Avant, as executors of the estate of Robert A. Wilson, deceased	
31		
32		

1	REPUBLIC PETROLEUM COMPANY	0
2	LEONCIE RICHARD, devisee of	0
3	Anna Richard, deceased, and	
4	Edward Richard, sued as	
	John Doe Richard	
5	ROSE A. RICHARDSON AND WM. T.	0
	RICHARDSON	
6	one South Normandie Manor, Inc.	
	RICHFIELD OIL CORPORATION	4428.0
7	RING OIL COMPANY	0
8	FLAVIO RODRIQUEZ	6.1
9	THE ROMAN CATHOLIC ARCHBISHOP OF	72.3
10	LOS ANGELES, a corporation sued	
	as, Holy Cross Cemetery	
11	*ROOSEVELT MEMORIAL PARK ASSOCIATION	0
12	R. E. ROSE	0
13	Clara M. Rose sued as Jane Doe 8	
14	L. D. ROSSER	0
15	ROYAL MUTUAL WATER COMPANY, a corporation	0
	one Delmer D. Kern	
16	HOMER E. RUDD	0
17	one Kiyor Ide	
18	F. J. RUSS	0
	one Ted Shpall	
19	one Sam H. Shpall	
20	RYAN AERONAUTICAL COMPANY, a corporation	20.2
21	YGNACIO SANDOVAL	0
22	C. W. SANGER	0
	one Gardena Valley Homes, Inc.	
23	*SANTA FE LAND IMPROVEMENT COMPANY	39.5
24	JAMES SCANDA, sued as	1.9
25	James Scander	
	George Nasim	
26	FLOYD H. SCHENK, JR.	0
27	Cora A. Schenk	
28	KEITH W. SCHLAEGEL	13.6
	Opal B. Schlaegel	
29	EDYTHE L. SCHLAEGETER	0
30	one James Murakami	
31	C. SCHRECKENGAST	0
32	W. C. SCHULTZ	0

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

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

1	THORSON HOMES, INC., a corporation	0
2	J. B. Investment Company, a corporation Anaheim Construction Company, a corporation	
3	TIDEWATER OIL CO., sued as Tide Water Associated Oil Company	167.0
4	*CITY OF TORRANCE, a municipal corporation	2519.0
5	TORRANCE UNIFIED SCHOOL DISTRICT	0
6	YING TOY	0
7	ALBERT A. TRAUB	0
8	Jane P. Traub one Baron Traub	
9	CLYFF A. TRIMBLE	0
10	one Mary E. Trimble	
11	OSCAR E. TURNER	0
12	one Elizabeth Miller Kolf	
13	*UNION OIL COMPANY OF CALIFORNIA	2670.0
14	UNIVERSAL-CONSOLIDATED OIL COMPANY, a corporation	0
15	*UNITED STATES STEEL CORPORATION	1791.0
16	Columbia-Geneva Steel Divn. successor by merger to Columbia Steel Company	
17	JOSE URIBE	0
18	ANNA MAE USSERY and LAWRENCE USSERY	0
19	one Mike L. Herrback one Rae Herrback	
20	HENRY VALDEZ	0
21	A. VAN VLIET	0
22	one Jake Zwaagstra and one Jessie M. Zwaagstra	
23	VAN CAMP SEA FOOD COMPANY	0
24	WILLIAM VERBURG, sued as	6.7
25	Menlo Verburg and Clara B. Verburg	
26	MARY VETTER	0
27	ENRIQUE A. VILLAGOMEZ	0
28	Ysabel F. Villagomez	
29	FRANK J. VOLIMER	0
30	EDWIN E. WAGNER	0
31	J. F. WAGNER	0
	one Orville N. Crafts	
32	JOSEPH F. WAGNER	0

1	E. J. WAIT	0
2	EARL C. WARD	0
3	DANIEL E. WARNER	0
4	JOSEPHINE WATKINSON	0
5	one Mates Tune et al	3.1
6	WATSON LAND CO. sued as Watson Estate Company	42.6
7	M. E. WEEKS	0
8	FRANK WESCOTT	0
9	WESTON INVESTMENT COMPANY, sued as	184.0
10	Richard Roe Co. 2,	
11	one K. S. Senness	
	one Charles W. Shepard	
12	BEN WESTON	0
13	A. K. WILSON LUMBER COMPANY, a corporation	0
	one Martin Bros. Box Company of California	3.4
14	FRANK WIRZ	0
15	WISEBURN SCHOOL DISTRICT	8.2
16	P. J. WITTSTROM	0
17	CORA B. WOOLLEY, sued as	0
18	Cora B. Woolley	
19	T. W. WOODLAND	0
20	WOODLAND CEMETERY ASSOCIATION	0
21	KATHERINE P. WOODMAN, sued as	3.7
22	F. T. Woodman	
23	HENRY S. WOOLNER	0
24	MINNIE V. WREDEN	0
	one Golden Monroe Homes, Inc.	
25	A. P. WRIGHT, sued as	0
26	Paul Wright	
27	MAXWELL ZIEGLER	0
28	MARY ZWEITER	0

V

Each of the parties hereto, their successors and assigns,
and each of their agents, employees, attorneys, and any and all
persons acting by, through, or under them or any of them, on

106-21075

1 and after October 1, 1961, are and each of them is hereby
2 perpetually enjoined and restrained from pumping or otherwise
3 extracting from the Basin any water in excess of said party's
4 Adjudicated Rights, except as provided in paragraphs VI and VII
5 hereof.

6 VI

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

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

1 Court may grant an extension of time within which such party
2 may be required to reduce his extractions by the amount of the
3 excess theretofore extracted by such party. If such extension
4 of time is recommended by the Watermaster, such order of Court
5 may be granted ex parte.

6 VII

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

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

25 Such estimate of total required use and such mandatory
26 offer shall be made in good faith and shall state the basis on
27 which the offer is made, and shall be subject to review and
28 redetermination by the Watermaster, who may take into considera-
29 tion the prior use by such party for earlier water years and
30 all other factors indicating the amount of such total required
31 use and the availability of replacement water.

32

1 Any party filing an offer to release water under the
2 mandatory provisions of this paragraph VII may also file a
3 voluntary offer to release any part or all of any remaining
4 amount of water which such party has the right under this
5 judgment to pump or otherwise extract from the Basin, and any
6 party who is not required to file an offer to release water may
7 file a voluntary offer to release any part or all of the amount
8 of water which such party has the right under this judgment to
9 pump or otherwise extract from the Basin. All such voluntary
10 offers shall be made not less than sixty (60) days prior to
11 the beginning of each water year.

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

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

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

30 3. In the event of a dispute as to any price at which
31 water is offered for release, any party affected thereby may,
32 within thirty (30) days thereafter, by an objection in writing,

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

24 4. Not less than sixty (60) days prior to the beginning
25 of each water year any party whose estimated required use of
26 water during the ensuing water year exceeds the sum of the
27 quantity of water which such party has the right under this
28 judgment to extract from the Basin and the quantity available
29 to him through then existing facilities, may file with the
30 Watermaster a request for the release of water in the amount
31 that his said estimated use exceeds his said available supply.
32 Such request shall be made in good faith and shall state the

1 basis upon which the request is made, and shall be subject to
2 review and redetermination by the Watermaster. Within thirty
3 (30) days thereafter the Watermaster shall advise, in writing,
4 those requesting water of the estimated price thereof. Any
5 party desiring to amend his request by reducing the amount re-
6 quested may do so after the service of such notice. Prior to
7 the first day of each water year the Watermaster shall determine
8 if sufficient water has been offered to satisfy all requests.
9 If he determines that sufficient water has not been offered he
10 shall reduce such requests pro rata in the proportion that each
11 requests bears to the total of all requests. Thereupon, not
12 later than said first day of each water year, he shall advise
13 all parties offering to release water of the quantities to be
14 released by each and accepted in the Exchange Pool and the price
15 at which such water is offered. Simultaneously, he shall advise
16 all parties requesting water of the quantities of released water
17 allocated from the Exchange Pool and to be taken by each party
18 and the price to be paid therefor.

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

31 Any water offered for release under subparagraph 1 hereof
32 and not accepted in the Exchange Pool and not allocated therefrom

1 shall be deemed not to have been offered for release and may be
2 extracted from the Basin by the party offering such water for
3 release as if the offer had not been made.

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

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

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

25 Each party shall pay to the Watermaster, in five equal
26 installments, an amount equal to the quantity of water allocated
27 to him multiplied by said uniform price. The Watermaster shall
28 bill each such party monthly for each such installment, the
29 first such billing to be made on or before the first day of
30 November of the water year involved, and payment therefor shall
31 be made to the Watermaster within thirty (30) days after the
32 service of each such statement. If such payment be not made

1 within said thirty (30) days such payment shall be delinquent
2 and a penalty shall be assessed thereon at the rate of 1% per
3 month until paid. Such delinquent payment, including penalty,
4 may be enforced against any party delinquent in payment by
5 execution or by suit commenced by the Watermaster or by any
6 party hereto for the benefit of the Watermaster.

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

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

19 VIII

20 No taking of water under paragraph VII hereof, by any party
21 to this action shall constitute a taking adverse to any other
22 party; nor shall any party to this action have the right to plead
23 the statute of limitations or an estoppel against any other party
24 by reason of his said extracting of water from the Basin pursuant
25 to a request for the release of water; nor shall such release of
26 water to the Exchange Pool by any party constitute a forfeiture or
27 abandonment by such party of any part of his Adjudicated Right to
28 water; nor shall such release in anywise constitute a waiver of
29 such right, although such water, when released under the terms
30 of this judgment may be devoted to a public use; nor shall such
31 release of water by any such party in anywise obligate any party
32 so releasing to continue to release or furnish water to any other

1 party or his successor in interest, or to the public generally,
2 or to any part thereof, otherwise than as provided herein.

3

IX

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

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

13 2. The Watermaster may require any party hereto owning
14 any facilities for pumping or otherwise extracting water from
15 the Basin, at such party's own expense, to install ^{at} and/all times
16 maintain in good working order mechanical measuring devices
17 approved by the Watermaster, and keep records of water production
18 required by the Watermaster through the use of such devices.
19 However, if in the opinion of the Watermaster such mechanical
20 devices are not practicable or feasible, the Watermaster may
21 require such party to submit estimates of his water production,
22 together with such information and data as is used by such party
23 in making such estimate. Upon the failure of any party to install
24 such device or devices on or before the date the Watermaster shall
25 fix for such installation, or to provide the Watermaster with
26 estimates of water production and information on which such
27 estimates are based, the Watermaster may give the Court and the
28 party notice of such failure for proper action in the premises.

29 3. The Watermaster shall collect and assemble the records
30 and other data required of the parties hereto, and evaluate such
31 records and other data. Such records and other data shall be
32 open to inspection by any party hereto or his representative

1 during normal business hours.

2 4. The Watermaster shall prepare a tentative budget for
3 each water year, stating the estimated expense for administering
4 the provisions of this judgment. The Watermaster shall mail a
5 copy of said tentative budget to each of the parties hereto
6 having an Adjudicated Right at least sixty (60) days before the
7 beginning of each water year. If any such party has any object-
8 ion to said tentative budget or any suggestions with respect
9 thereto, he shall present the same in writing to the Watermaster
10 within fifteen (15) days after service of said tentative budget
11 upon him. If no objections are received, the tentative budget
12 shall become the final budget. If objections to said tentative
13 budget are received, the Watermaster shall, within ten (10) days
14 thereafter, consider such objections, prepare a final budget,
15 and mail a copy thereof to each such party, together with a state-
16 ment of the amount assessed to each such party, computed as pro-
17 vided in subparagraph 5 of this paragraph IX. Any such party
18 whose objections to said tentative budget are denied in whole
19 or in part by the Watermaster may, within fifteen (15) days after
20 the service of the final budget upon him, make written objection
21 thereto by filing his objection with the Court after first mail-
22 ing a copy of such objection to each such party, and shall bring
23 such objection on for hearing before the Court at such time as
24 the Court may direct. If objection to such budget be filed with
25 the Court as herein provided, then the said budget and any and
26 all assessments made as herein provided may be adjusted by the
27 Court.

28 5. The fees, compensation or other expenses of the Water-
29 master hereunder shall be borne by the parties hereto having
30 Adjudicated Rights in the proportion that each such party's
31 Adjudicated Right bears to the total Adjudicated Rights of all
32 such parties, and the Court or Watermaster shall assess such costs

1 to each such party accordingly.

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

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

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

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

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

26 X

27 Any party hereto having an Adjudicated Right who has object-
28 ion to any determination or finding made by the Watermaster,
29 other than as provided in paragraphs VII and IX hereof, may
30 make such objection in writing to the Watermaster within thirty
31 (30) days after the date the Watermaster gives written notice
32 of the making of such determination or finding, and within thirty

1 (30) days thereafter the Watermaster shall consider said object-
2 ion and shall amend or affirm his finding or determination and
3 shall give notice thereof to all parties hereto having Adjudi-
4 cated Rights. Any such party may file with the Court within
5 thirty (30) days from the date of said notice any objection to
6 such final finding or determination of the Watermaster and bring
7 the same on for hearing before the Court at such time as the
8 Court may direct, after first having served said objection upon
9 each of the parties hereto having an Adjudicated Right. The
10 Court may affirm, modify, amend or overrule any such finding or
11 determination of the Watermaster.

12 XI

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

28 XII

29 The Court further reserves jurisdiction so that at any time
30 and from time to time, upon its own motion or upon application
31 of any party hereto having an Adjudicated Right, and upon at
32 least thirty (30) days notice to all such parties, to make such

1 modifications of or such additions to, the provisions of this
2 judgment, or make such further order or orders as may be neces-
3 sary or desirable for the adequate enforcement, protection or
4 preservation of the rights of such parties as herein determined.

5 XIII

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

10 XIV

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

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

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

27 (b) All other parties who desire to name a
28 designee for the aforesaid purpose, or any party
29 once having named a designee who desires to change
30 his designee shall file such designation or change
31 of designee with the clerk of this Court and shall
32 serve a copy thereof by mail on the Watermaster.

