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"Puente Basin Judgment"

PUENTE BASIN WATER AGENCY, a joint powers agency, et al.
vs.
(A): THE CITY OF INDUSTRY, a municipal corporation, et al.,

Superior Court of the State of California
for the County of Los Angeles

(Case No. C 369 220)

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
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11 PUENTE BASIN WATER AGENCY, a)
12 joint powers agency, et al.,)

Case No. C 369 220

13 Plaintiffs,)

JUDGMENT

14 vs.)

15 (A): THE CITY OF INDUSTRY, a)
16 municipal corporation, et al.,)

17 Defendants.)
18

Recitals:

19 The original complaint herein was filed by plaintiffs on
20 June 1, 1981. Certain defendants have been dismissed. Those
21 defendants not dismissed are sometimes referred to hereinafter as
22 "remaining defendants," and together with plaintiffs as "remaining
23 parties."

24 The defaults of numerous defendants have been entered
25 (see Exhibits D and E for names thereof).

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1 Each of the remaining defendants specifically named in
2 paragraph 9 hereof filed an answer denying the material allegations
3 of the complaint and asserting a right to pump water from Puente
4 Basin. Such defendants are referred to sometimes hereinafter as
5 "principal defendants," and together with plaintiffs other than
6 PUENTE BASIN WATER AGENCY as "principal parties." There has been
7 filed herein a "Stipulation for Judgment" signed by all principal
8 parties and plaintiff PUENTE BASIN WATER AGENCY.

9 Among said remaining defendants are certain ones de-
10 scribed and referred to hereinafter as "minimum water user defen-
11 dants," or the singular thereof. Each of such minimum water user
12 defendants has executed a "Stipulation and Acknowledgment of a
13 Defendant" which has been filed.

14 There are no remaining parties other than PUENTE BASIN
15 WATER AGENCY, principal parties, minimum water user defendants and
16 defaulted defendants. There is no remaining party who is not either
17 a stipulating party or defaulted. This Judgment is consistent with
18 all of the foregoing stipulations.

19 After due examination and consideration of the plead-
20 ings, said "Stipulation for Judgment" and other documents and
21 papers on file herein, it appears to the Court that:

22 (a) Principal parties and minimum water user defendants
23 or their successors-in-interest have substantially all of the
24 right, title and interest to pump groundwater from Puente Basin.

25 (b) There is a need for the declarations, determina-
26 tions and restrictions and limitations provided herein on the
27 production of water from Puente Basin by all remaining parties in
28 order to avoid undesirable results and adverse effects on Puente

1 Basin, and to protect the public's interests in the groundwater in
2 Puente Basin.

3 (c) The declarations, determinations, and orders em-
4 bodied in this Judgment constitute a feasible, equitable and just
5 resolution of the issues presented by the complaint and answers
6 thereto on file herein, and it will bring about a fair division of
7 the water supply of Puente Basin.

8 (d) On the basis of the "Stipulation for Judgment" filed
9 herein and the consent of all of said principal parties, it is in
10 the interest of justice and in furtherance of the water policy of
11 the State of California to proceed without trial and to make and
12 enter this Judgment.

13 Now, therefore, it is hereby ORDERED, ADJUDGED AND
14 DECREED:

15 1. Jurisdiction. The Court has jurisdiction of the subject
16 matter of this action and of all remaining parties.

17 2. Exhibits. The following Exhibits are set forth as a part
18 of this Judgment in paragraph 31 hereof:

19 Exhibit A -- Map of "Puente Basin" and "Puente Basin
20 Watershed," depicting Puente Narrows and containing ap-
21 propriate legends.

22 Exhibit B -- A metes and bounds description encompassing
23 Puente Basin Watershed.

24 Exhibit C -- A list entitled "Minimum Water User Defen-
25 dants."

26 Exhibit D -- A list entitled "Disclaiming Defendants
27 Stipulating to Entry of Default and Determination of No
28 Water Rights."

1 Exhibit E -- A list entitled "Defendants Whose Default
2 Has Been Entered Otherwise Than On the Basis of a Stipu-
3 lation."

4 Exhibit F -- A copy of that certain written agreement
5 dated May 8, 1972 and entitled "Puente Narrows Agree-
6 ment."

7 Exhibit G -- Description of overlying land owned and/or
8 leased by Golf Course Defendants as defined in Paragraph
9 9A(1).

10 Exhibit H -- Description of certain overlying land owned
11 by defendants EDMUND F. AIREY and HELEN F. AIREY.

12 3. Definitions. As used in this Judgment, including the
13 recitals and these definitions, the following terms shall have the
14 meanings assigned to them:

15 "Annual pumping right" -- This means as to principal
16 parties the party's quantitative share of operating safe yield
17 for the year plus that party's imported return water credit if
18 any, plus any authorized carry-over under paragraph 10A, less
19 any reduction because of prior excess pumping.

20 "Base underflow" -- The quantity of water which under the
21 "Puente Narrows Agreement" plaintiff Puente Basin Water
22 Agency agreed to maintain as the underflow through Puente
23 Narrows to the Main San Gabriel Basin and on which accrued
24 debits and credits are to be calculated under that agreement.

25 "Declared safe yield" -- The quantity of water which can
26 be extracted annually from the Puente Basin based on the long-
27 term supply, under the set of cultural conditions and extrac-
28 tion patterns presently existing, without prospectively caus-

1 ing a continuing reduction of water in storage over a long-term
2 hydrologic cycle or other form of permanent damage to Puente
3 Basin as a source of groundwater for beneficial use. It
4 includes import return flow.

5 "Export" or "exporting" -- A conveyance by conduit or
6 otherwise to an area outside Puente Basin Watershed of ground-
7 water produced from Puente Basin.

8 "Golf Course Defendants" -- as defined in para-
9 graph 9A(1).

10 "Groundwater" -- Water beneath the surface of the ground
11 and within an identifiable zone of saturation.

12 "Groundwater basin" -- An interconnected, permeable,
13 geologic formation which is capable of holding and storing a
14 substantial amount of groundwater, and which constitutes a
15 common source of supply to those pumping therefrom.

16 "Import return water" -- Groundwater of Puente Basin
17 originating either from (a) water reclaimed from sewage water
18 whether or not the sewage water originated from water pumped
19 from Puente Basin or (b) water imported from a source outside
20 Puente Basin Watershed.

21 "Minimum water user defendant" -- Any defendant who has
22 a right to produce water from the Puente Basin, but not in
23 excess of three (3) acre-feet per year, as declared in para-
24 graph 8.

25 "Operating safe yield" -- The quantity of water which the
26 Watermaster determines hereunder may be produced by or on
27 behalf of the principal parties from the Puente Basin in a
28 particular water year after the effective date of this Judg-

1 ment. Absent such a determination, it is the declared safe
2 yield.

3 "Person" -- Includes any natural or artificial person,
4 including but not limited to corporations, private or public,
5 governmental entities, partnerships and Watermasters.

6 "Principal defendants" -- as defined in the recitals
7 above.

8 "Principal parties" -- as defined in the recitals above.

9 "Public Agency Principal Parties" -- Plaintiffs WALNUT
10 VALLEY WATER DISTRICT and ROWLAND WATER DISTRICT, and defen-
11 dants CITY OF INDUSTRY and INDUSTRY URBAN-DEVELOPMENT AGENCY.

12 "Puente Basin" -- That certain groundwater basin under-
13 lying the area delineated and shown as Puente Basin on the map
14 attached hereto as Exhibit A.

15 "Puente Basin Watershed" -- That certain area, including
16 the area overlying the Puente Basin, which contributes water
17 by gravity drainage to the supply of water available for
18 production from Puente Basin, and which total area is delin-
19 eated and shown as such on the map attached hereto as Exhibit A
20 and the exterior boundaries of which are described in Ex-
21 hibit B.

22 "Puente Narrows" -- The subsurface geologic constriction
23 of the downstream boundary of Puente Basin, the location of
24 which is shown on the map attached hereto as Exhibit A.

25 "Puente Narrows Agreement" -- Exhibit F -- That certain
26 written agreement dated May 8, 1972, between plaintiff PUENTE
27 BASIN WATER AGENCY and the Upper San Gabriel Valley Municipal
28 Water District as the plaintiff in the "San Gabriel Basin

1 Case," and approved and accepted by plaintiffs ROLAND WATER
2 DISTRICT and WALNUT VALLEY WATER DISTRICT.

3 "Pump" or "pumping" -- The process of extracting ground-
4 water from Puente Basin by any means.

5 "Pumper" -- A person who or which pumps water from Puente
6 Basin.

7 "Remaining parties" -- as defined in the recitals above.

8 "Remaining defendants" -- as defined in the recitals
9 above.

10 "San Gabriel Basin Case" -- Los Angeles Superior Court
11 Case No. 924128, entitled "Upper San Gabriel Valley Municipal
12 Water District vs. City of Alhambra, et al."

13 "Transfer" -- Any transfer, by whatever name, of all or
14 any portion of a water right and whether voluntary, involun-
15 tary or by operation of law. It includes a "transfer" in
16 perpetuity or of any lesser interest, such as a lease, and any
17 contractual right of user, such as a license.

18 "Water" -- Unless the context clearly indicates other-
19 wise, groundwater of Puente Basin.

20 "Year" or "annual" -- Unless the context clearly indi-
21 cates otherwise, the period from July 1 through June 30 of the
22 following calendar year.

23 4. Puente Basin. Underlying the area shown on Exhibit A
24 hereto as Puente Basin there is and has been from time immemorial,
25 a certain groundwater basin which is referred to herein as Puente
26 Basin.

27 5. Import Return Water. As early as 1956 and continuing each
28 and every year thereafter, plaintiff ROWLAND WATER DISTRICT and

1 plaintiff WALNUT VALLEY WATER DISTRICT, and each of them, have
2 caused water to be imported into Puente Basin Watershed and to be
3 delivered to their customers. Said imported water has been de-
4 livered and applied for municipal and industrial uses within Puente
5 Basin Watershed and for irrigation on lands overlying Puente Basin.

6 Such use and application of imported water has resulted
7 in, does result in, and will continue to result in, import return
8 water. Such import return waters have become a part of the declared
9 safe yield of Puente Basin. Defendants CITY OF INDUSTRY and
10 INDUSTRY URBAN-DEVELOPMENT AGENCY may in the future cause water to
11 be imported into Puente Basin Watershed and used in and applied to
12 lands overlying Puente Basin Watershed. No party has any right to
13 pump based upon import return water except as set forth in para-
14 graphs 9B and 10A, or as a part of its share of operating safe yield.

15 6. Declared Safe Yield. The safe yield of Puente Basin is
16 declared and determined to be 4400 acre-feet per year.

17 7. No Rights in Remaining Parties Except as Decreed. None
18 of the remaining parties is the owner of or has any right to pump
19 groundwater from Puente Basin, except as herein affirmatively
20 determined and declared.

21 8. Limited Pumping Rights of "Minimum Water User Defen-
22 dants." Each defendant whose name is included on the list attached
23 hereto as Exhibit C, entitled "Minimum Water User Defendants," has
24 the right to produce or extract from Puente Basin each year for
25 beneficial use up to but not in excess of three (3) acre-feet of
26 water per annum. Where two or more names are listed together they
27 are one defendant for purposes of this paragraph and all other
28 provisions of this Judgment with respect to the rights and obliga-

1 tions of a remaining defendant. The right of each such minimum
2 water user defendant is limited to pumping of water for reasonable
3 beneficial uses on the land owned by such defendant overlying Puente
4 Basin as of June 1, 1981, the date on which the complaint was filed
5 in this action. Such pumping right is appurtenant to and is not
6 severable from the overlying land which gives rise to such right.
7 Such pumping right is not transferable except in connection with the
8 said land and as a part thereof. The aggregate of the pumping to
9 be expected in any given year by all of said minimum water user
10 defendants is not expected to be sufficient to affect the ground-
11 water available for pumping by the principal parties. Defendants
12 EDMUND F. AIREY and HELEN F. AIREY, in addition to rights declared
13 in Paragraph 9A(1), have a pumping right as a minimum water user
14 defendant in the same manner and extent as if they were listed
15 together on Exhibit C, with all of the quantitative and other
16 limitations set forth in this paragraph or other paragraphs of this
17 Judgment. Said right, however, is appurtenant only to the overlying
18 land described in Exhibit H, and is not transferable except in
19 connection with said property and as a part thereof.

20 9. Water Rights of Principal Parties. All water rights
21 determined in this paragraph are subject to all terms, conditions,
22 restrictions and limitations contained in this paragraph or else-
23 where in this Judgment.

24 A. Rights Other Than Related to Increased Import Re-
25 turn Water. The principal parties have the following rights to
26 extract groundwater from Puente Basin.

27 / / /

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1 (1) Defendants LOS ANGELES ROYAL VISTA GOLF COURSES,
2 INC., ALEXANDER C. WATERHOUSE, EDMUND F. AIREY, HELEN F.
3 AIREY, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIA-
4 TION as trustee under the Will of Andre E. Moynier, Deceased,
5 considered collectively ("Golf Course Defendants" sometimes
6 herein) are the owners of and have the right as overlying
7 landowners to pump from Puente Basin for beneficial use on the
8 real property described in Exhibit G the amount of groundwater
9 reasonably required for said property but not exceeding three
10 hundred and six (306) acre-feet of water a year. Except as set
11 forth in paragraph 8 as to defendants EDMUND F. AIREY and
12 HELEN F. AIREY the above right is cumulative of all water
13 rights of said defendants in Puente Basin, is appurtenant to
14 and not severable from the property described in Exhibit G, and
15 is not transferable except in connection with said property
16 and as a part thereof. Such quantity is not subject to
17 increase or decrease by reason of increase or decrease in
18 operating safe yield. Reference hereinafter to said parties'
19 share of operating safe yield shall be deemed to mean said
20 fixed quantity.

21 (2) Plaintiffs ROWLAND WATER DISTRICT and WALNUT VALLEY
22 WATER DISTRICT and Defendants CITY OF INDUSTRY and INDUSTRY
23 URBAN-DEVELOPMENT AGENCY each is the owner of and has the right
24 to extract annually One Thousand Twenty-Three and One Half
25 (1023.5) acre-feet of water from Puente Basin, plus or minus
26 twenty-five percent (25%) of the quantity by which operating
27 safe yield in that year is greater than or less than the
28 declared safe yield.

1 The total of the quantitative rights above set forth
2 (1023.5 x 4 plus 306) equals the declared safe yield.

3 B. Rights Related to Increased Import Return Water.

4 Public agency principal parties shall be entitled to pump an
5 additional quantity of water from Puente Basin determined as
6 follows:

7 (1) The Watermaster shall calculate the additional
8 quantity of water imported by each such party and used by that
9 party or sold for use within the area overlying Puente Basin
10 ("so used or sold") in each year under this Judgment in excess
11 of that quantity, if any, so imported by that party in fiscal
12 year 1984-1985.

13 (2) Fifteen percent (15%) of such excess shall be
14 determined.

15 (3) Such fifteen percent (15%), but not to exceed
16 a total of seven hundred and fifty (750) acre-feet as to
17 plaintiffs WALNUT VALLEY WATER DISTRICT and ROWLAND WATER
18 DISTRICT, collectively, and a total of seven hundred and fifty
19 (750) acre-feet as to defendants CITY OF INDUSTRY and INDUSTRY
20 URBAN-DEVELOPMENT AGENCY, collectively, is the amount of
21 return water credit which said plaintiffs, on the one hand, and
22 said defendants, on the other hand, are entitled to pump in the
23 next succeeding year.

24 Each year, upon receiving the Watermaster's calcu-
25 lations as to the total amount of water imported by each of
26 said plaintiffs and by each of said defendants, and the
27 Watermaster's determinations as to the two total collective
28 amounts of import return water credit available to said

1 plaintiffs and to said defendants, said plaintiffs may deter-
2 mine how such collective credit shall be allocated as between
3 themselves and said defendants may determine how such col-
4 lective credit shall be allocated as between themselves.
5 Written notice of said determinations by said plaintiffs and
6 said defendants shall be given to the Watermaster within
7 thirty (30) days of the receipt of said calculations and
8 determinations from the Watermaster. In the absence of such
9 a written notice within said period the import return water
10 credit otherwise belonging collectively to said two parties
11 shall be determined for and allocated to each of them by the
12 Watermaster based on (1) and (2) above, but not in excess of
13 three hundred and seventy-five (375) acre-feet per year as to
14 each such party.

15 Said return water credits and pumping pursuant
16 thereto are apart from and in addition to said parties other
17 pumping rights and the quantities thereof are not a part of
18 declared safe yield or operating safe yield.

19 10. Principal Parties - Carry-over of Pumping Rights and
20 Permitted Excess Pumping. To provide for flexibility in operation
21 of Puente Basin, the physical solution herein adjudged, and to
22 alleviate problems inherent in any annual basis of operation, the
23 following privileges shall apply.

24 A. Carry-over of Pumping Rights. Each principal party
25 who, during any year commencing on or after the date this Judgment
26 becomes operative does not pump from Puente Basin the quantity of
27 water equal to the annual pumping right of that party less its
28 carry-over into that year is permitted to carry over the unused

1 portion into, and pump the same, in the next ensuing year, but not
2 beyond. The first water pumped in the next ensuing year shall be
3 deemed pursuant to said carry-over.

4 B. Excess Pumping.

5 (1) Principal parties each may pump in any given
6 year from Puente Basin a quantity of water in addition to that which
7 it otherwise would be entitled to pump, not to exceed ten percent
8 (10%) of such party's share of the operating safe yield for such
9 year.

10 (2) Any party who pumps an additional quantity of
11 water pursuant to the authority of subparagraph (1) above, shall
12 have its right to pump water during the following year reduced by
13 the amount so over-extracted. *(all over pumping => reduction in pumping right in next year)*

14 (3) Whenever a party pumps in any given year water
15 in excess of the quantity it is entitled to pump under the foregoing
16 provisions of this Judgment, then such party has to that extent
17 violated this Judgment and its injunctive provisions. Such party's
18 annual pumping right for the following year, or years as needed,
19 shall be reduced by an amount equivalent to its total over-pumping
20 in the particular year in which the over-pumping occurred. In
21 addition, such party shall be subject to remedies for violation of
22 injunction and such other processes and action as the Court might
23 deem appropriate to take with regard to such violation of this
24 Judgment.

25 (4) No party who pumps from Puente Basin in any
26 year a quantity of water greater than that permitted by paragraphs 8
27 and 9 of the Judgment shall acquire any additional rights by reason
28 of such over-extractions.

1 11. Situs of Public Agency Water Rights. The situs of the
2 water rights adjudged by this Judgment to public agency principal
3 parties is as to each of said parties hereby declared to be wholly
4 within the corporate boundaries of each such party. The provisions
5 of this paragraph do not limit where water may be pumped or where
6 water may be used or delivered for use as provided in paragraphs 12
7 and 13, nor limit the transfer provisions of paragraph 13.

8 12. Area of Pumping By and Use of Public Agency Water Pumped
9 from Puente Basin. Water may be pumped by any of the public agency
10 principal parties from anywhere in Puente Basin. Water so pumped
11 may be used by that party or delivered for use by customers thereof
12 within its service area and any newly proposed addition thereto or
13 newly proposed service area, whether within or outside Puente Basin
14 Watershed or within or outside the then corporate boundaries of that
15 principal party. In addition, any such water so pumped may be
16 delivered: (i) to another public agency principal party for use or
17 delivery by it as if pumped by it; and (ii) to some other water
18 purveyor providing water service within the then corporate bound-
19 aries of that public agency principal party for distribution
20 therein.

21 Where a water system of some other water purveyor is
22 partly inside and partly outside such corporate boundaries of the
23 public agency principal party, Puente Basin water delivered to such
24 other water purveyor shall be deemed delivered for distribution
25 within the then corporate boundaries of said public agency princi-
26 pal party up to the quantity of water from whatever source or
27 sources delivered within said corporate boundaries by said other
28 water purveyor.

1 Except as permitted by this paragraph 12, or as to a
2 transferee by paragraph 13, water pumped by any public agency
3 principal party or any of their respective successors in interest
4 shall not be exported by or on behalf of that party or successor from
5 Puente Basin Watershed.

6 13. Transferability of Water Rights.

7 A. The transferability of and restrictions and limita-
8 tions thereon with respect to water rights of all parties not
9 covered by subparagraph B below are set forth in paragraphs 8 and
10 9(A)(1) above.

11 B. The water rights of each public agency principal
12 party may be transferred in whole or in part as among or between
13 those parties, and the transferee may use or deliver water pumped
14 pursuant to such transfer as if such rights had been originally
15 adjudicated to it. The water rights of each public agency principal
16 party also may be transferred in whole or in part to any person other
17 than a public agency principal party provided that as to any such
18 transfer other than a license or lease such transferee becomes a
19 successor party to this Judgment by compliance with subparagraph C
20 below. Any transferee, immediate or mediate, other than a public
21 agency principal party, may only (i) use the water itself; (ii)
22 distribute the same to transferee's customers within the corporate
23 boundaries, from time to time, of the original public agency
24 principal party predecessor; and (iii) distribute the same within
25 any service area of such original public agency principal party
26 predecessor in use at the time of transfer by the latter. Under
27 (ii), the same principle set forth in the second unnumbered sub-
28 / / /

1 paragraph of paragraph 12 shall apply in determining what quantity
2 of water is deemed delivered within the corporate boundaries.

3 C. If any person shall desire to transfer other than by
4 license or lease to any other person not a party to this Judgment
5 all or any part of the water rights decreed hereunder to any public
6 agency principal party, then whether such transferring person is
7 the original public agency principal party or an immediate or
8 mediate successor to the water rights of such original public agency
9 principal party, such person shall cause such transferee to appear
10 in this action and file a valid and effective express assumption of
11 the obligations imposed upon such original public agency principal
12 party under this Judgment as to such transferred water rights,
13 including but not limited to restrictions as to the area of use as
14 provided in subparagraph B. Such appearance and assumption of
15 obligations shall include the filing in accordance with para-
16 graph 25B below of a designee and designated mailing address for the
17 service of all notices, requests, objections, determinations,
18 decisions, reports and other papers permitted or required by the
19 terms of this Judgment.

20 D. If any public agency principal party or any successor
21 of or to any of the water rights of such party, whether immediate
22 or mediate, shall cease, whether by transfer or otherwise, to own
23 any rights in or to the water supply of the Puente Basin, and as to
24 each transfer of such water rights if the transferor and transferee
25 shall have fully complied with subparagraph C above, then upon
26 application to this Court and after notice and hearing such party
27 or such successor of such party shall thereupon be relieved of and
28 discharged from all then future obligations hereunder.

1 14. No Waiver of Certain Rights. Nothing in this Judgment or
2 any stipulation or consent to its entry shall be deemed to be a
3 waiver by any public agency principal party of any right which any
4 of said parties may have or may acquire (i) to prevent another of
5 said parties, or any persons acting on its behalf, from providing
6 water services or facilities to persons within the boundaries of the
7 former party, or (ii) to recover compensation from another party for
8 any encroachment by another party, or any persons acting on its
9 behalf, upon the service area of the former party. Nothing in this
10 Judgment affirms the existence of or denies any right of the type
11 mentioned.

12 15. No Abandonment or Loss of Water Rights. Any party who
13 fails in any year to pump or have pumped on its behalf the quantity
14 permitted to that party under this Judgment loses the right to pump
15 that annual quantity except as a right of carry-over exists under
16 paragraph 10A of this Judgment. However, it is in the interest of
17 reasonable beneficial use of Puente Basin water that no party with
18 water rights therein be encouraged to pump more water in any year
19 than is actually required. Therefore, failure by any such party to
20 pump all or any part of the annual quantity of water permitted to
21 that party under this Judgment, for whatever number of years, shall
22 not constitute or give rise to loss by abandonment or non-use of the
23 water right as distinguished from inability to carry over the annual
24 pumping entitlement (subject to carry-over under Paragraph 10A).

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16. Puente Narrows Agreement.

A. The obligations of plaintiffs herein under the Puente Narrows Agreement are and shall be unaffected by any term or provision of this Judgment. Neither this Judgment nor any stipulation or consent thereto nor any act pursuant hereto:

(1) constitutes or will constitute any defendant herein as a party to that agreement or as an obligor thereunder;

(2) nor constitutes or will constitute any person, including but not limited to any party to this Judgment, as a third party beneficiary with respect to any defendant herein and that agreement.

B. The responsibilities from time to time of principal defendants under this paragraph 16 are subject to the following conditions precedent. *(condition established by long practice)*

(1) At the time of any payment requested or demanded of any of them by the Watermaster pursuant to this paragraph 16, plaintiffs are then in substantial compliance with their obligations under the Puente Narrows Agreement. A good faith dispute of plaintiffs under said agreement, where any difference is funded with escrowed funds, shall not be deemed lack of compliance if the same proportion of funds otherwise due from any defendant to Watermaster is to be so escrowed by Watermaster.

(2) No accumulated credit of plaintiffs or any of them has been utilized under or pursuant to subparagraph 9a of said Puente Narrows Agreement.

C. For any year in which there is an "accumulated deficit" under paragraph 9b of the Puente Narrows Agreement giving rise to an obligation of plaintiffs to make payments during the next

1 succeeding year, the minimum amount of such payments to be made
2 shall be determined and principal defendants shall contribute
3 thereto based upon the following calculations (unless the results
4 of the calculation is "0"). There shall be determined the per-
5 centage that the quantity of pumping by or on behalf of each of the
6 principal defendants during that year and the preceding four years
7 bears to total pumping from Puente Basin, during the same five-year
8 period.

9 Each principal defendant shall respectively (jointly and
10 severally as to Golf Course Defendants) pay to the Watermaster the
11 percentage of plaintiffs' minimum make-up obligation to be made in
12 the next succeeding year under said paragraph 9b determined by
13 applying the percentage so determined as to that defendant. Payment
14 shall be made to Watermaster upon 30 days written demand, but need
15 not be made prior to June 15th of said next succeeding year.

16 Watermaster shall promptly remit said payments to plain-
17 tiff PUENTE BASIN WATER AGENCY, which shall utilize the same toward
18 plaintiffs' obligations under said paragraph 9b of the Puente
19 Narrows Agreement.

20 All matters to be determined under this paragraph 16
21 shall be determined by the Watermaster.

22 D. Any amendment to the Puente Narrows Agreement shall
23 automatically rescind and delete the provisions of this para-
24 graph 16, except an amendment which would increase any then accumu-
25 lated credit or reduce any then accumulated deficit under or
26 pursuant to paragraph 9b of the Puente Narrows Agreement and without
27 increasing any then present or prospective obligation of any
28 principal defendant under this paragraph 16.

1 17. Watermaster Appointment. A Watermaster, comprised of
2 three persons to be nominated as hereinafter provided, shall be
3 appointed by and serve at the pleasure of and until further order
4 of this Court, except as hereinafter provided. One shall be
5 nominated jointly by and through plaintiffs WALNUT VALLEY WATER
6 DISTRICT and ROWLAND WATER DISTRICT, one shall be nominated jointly
7 by and through defendants CITY OF INDUSTRY and INDUSTRY URBAN-
8 DEVELOPMENT AGENCY, and one, herein referred to as the third person,
9 shall be nominated by said two persons duly nominated and appointed
10 by the Court acting upon the nominations of said parties. The first
11 such third person so nominated and so appointed by the Court shall
12 serve from the date of such appointment until December 31 of the
13 second full calendar year following such appointment, and there-
14 after the third person member of the Watermaster shall be so
15 nominated and so appointed by the Court to serve a term of three
16 calendar years. Such persons shall as Watermaster represent the
17 interests of all persons producing or extracting water from the
18 Puente Basin. Any member of the Watermaster may be removed by the
19 same procedure as for nomination of the member. Upon or coincident
20 with resignation, death or removal of any member, a substitute
21 member shall be nominated, and appointed by Court order, in the same
22 manner as the former member was nominated and appointed. The term
23 of the third person shall not continue beyond its fixed date of
24 termination for any reason. Any person can be renominated.

25 For good cause, the Court may reject any nominations.
26 Each such nomination shall be in writing, served upon all parties
27 entitled to notice thereof under paragraph 24, and filed with the
28 Court. It shall contain the written acceptance of the nominee.

1 18. Watermaster Power and Duties - Annual Determination of
2 Operating Safe Yield. The Watermaster annually shall determine the
3 operating safe yield of Puente Basin for the succeeding year and
4 estimate the same for the next succeeding four (4) years. Insofar
5 as practicable, and absent a water shortage emergency or threatened
6 water shortage emergency, the Watermaster shall attempt to maintain
7 water levels which will in turn maintain an accrued credit for
8 plaintiffs against their base underflow obligations under the
9 Puente Narrows Agreement of at least one thousand (1,000) acre-
10 feet.

11 A. Otherwise, in making such determinations and esti-
12 mates the Watermaster shall be governed in the exercise of its
13 discretion by the following criteria:

14 (1) the Watermaster shall be guided by water lev-
15 els as measured by wells in the basin for previous year, the current
16 year and as estimated for the subsequent year;

17 (2) the accrued credit or the accrued debit for the
18 previous year under paragraph 9b of the Puente Narrows Agreement,
19 estimates for the current year and the subsequent years;

20 (3) the subsurface flow for the previous year and
21 estimates for the current and subsequent year;

22 (4) the cost of alternate sources of water, and
23 availability of such sources;

24 (5) and the amount of water pumped from Puente
25 Basin by all persons in the previous year and the estimated amount
26 to occur in the current year and the next subsequent year.

27 B. The procedures to be followed in fixing the operat-
28 ing safe yield shall be as follows:

1 (1) On or before the first Monday in April of each
2 year, the Watermaster shall make a preliminary determination of
3 operating safe yield for the succeeding five (5) years, together
4 with the quantity of annual pumping right which would be applicable
5 to each principal defendant for the next succeeding year, subject
6 to later adjustment for any applicable carry-over, excess pumping,
7 and import return water credit. Said determination shall be made
8 in the form of a report containing a summary statement of the
9 considerations, calculations and factors utilized by the Water-
10 master in arriving at each of such operating safe yields.

11 (2) A copy of said preliminary determinations and
12 report shall be mailed to each principal party to this Judgment at
13 least ten (10) days prior to a hearing by Watermaster to be held the
14 first Monday in May, at which time objections or suggested correc-
15 tions or modifications of said determinations shall be considered.
16 It shall be mailed concurrently to each other party who has
17 requested the same in writing delivered to the Watermaster no later
18 than February 15 of that year. Each such written request must be
19 renewed for each year. Said hearing shall be held pursuant to
20 procedures adopted by the Watermaster. Within thirty (30) days
21 after completion of said hearing the Watermaster shall mail to each
22 party entitled to have received the preliminary determinations and
23 report, a final report and determination of the operating safe yield
24 for the succeeding year, and its estimate of the operating safe
25 yield for each of the succeeding four (4) water years. Any such
26 party, within thirty (30) days of mailing of notice of said
27 determination, may, by a regularly-noticed motion, petition the
28 Court for an order to show cause for review of said determinations

1 by the Watermaster, and thereupon the Court shall hear such objec-
2 tions and settle such dispute. Unless so ordered by the Court, such
3 petition shall not operate to stay the effect of said report and
4 determinations. In the absence of such review proceeding the
5 determinations of the Watermaster shall be final.

6 C. At such time as said determination by the Water-
7 master of the operating safe yield for Puente Basin during the
8 succeeding water year shall become final, each party hereto shall
9 be bound by such determination and its annual pumping right for such
10 year shall be in accordance with such determination, subject to
11 adjustments for any applicable carry-over, excess production, and
12 import return water credit.

13 19. Additional Watermaster Powers and Duties. The Water-
14 master shall have the following additional powers and duties and any
15 other powers or duties given by this Court.

16 A. The Watermaster shall promptly upon confirmation
17 establish and enforce rules for installation and maintenance of
18 water meters by remaining parties and shall calibrate the same as
19 it deems appropriate from time to time, provided that 12 acre-feet
20 of water may be produced annually from PARCEL 26 of Exhibit G for
21 use on the land described in Exhibit H without prior metering, and
22 such production and use shall be estimated by the Watermaster and
23 charged against the right of the Golf Course Defendants to pump 306
24 acre-feet under paragraph 9A(1) above. Watermaster may exempt some
25 or all minimum water user defendants, unless the Watermaster
26 determines that it is probable that a party's production exceeds or
27 will exceed three acre-feet per year.

28 / / /

1 B. The Watermaster shall annually determine a budget
2 pursuant to paragraph 21.

3 C. The Watermaster shall take all steps necessary to
4 make the following required determinations and calculations for
5 each year promptly after the end of each year.

6 (1) The amount of water pumped by each party and
7 each non-party to the Judgment and the total water pumped. In this
8 connection for pumpers not metered, the Watermaster shall make
9 estimates based on available information.

10 (2) The amount of base underflow from Puente Basin
11 to the Main San Gabriel Basin.

12 (3) The amount of water imports entering into
13 calculations of import return water credit under paragraph 9B.

14 (4) The quality of the groundwater of Puente
15 Basin. In this regard, Watermaster shall utilize samples from
16 existing wells from time to time.

17 D. Promptly after making the determinations required
18 by subparagraph C above the Watermaster shall take all steps
19 necessary to make the following determinations and decisions for
20 each water year as soon after the beginning of such year as
21 feasible;

22 (1) The "return water credit" to which any public
23 agency principal party is entitled for such year.

24 (2) The amount of any allowed annual carry-over
25 from the prior year to which any principal party is entitled under
26 paragraph 10A.

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1 (3) The amount of any excess pumping by any party
2 and the amount of reduction in pumping which is required of that
3 party because of such excess pumping.

4 (4) Each party's annual pumping right for such
5 year, and the components thereof.

6 (5) With respect to the matters governed by para-
7 graph 16 above, all matters necessary to determine obligations
8 under paragraph 16 and to administer that paragraph on a continuing
9 basis.

10 (6) Any other act, determination or decision re-
11 quired under any other paragraph of this Judgment or reasonably
12 deemed necessary concerning the rights of any party to pump water
13 from Puente Basin under this Judgment.

14 E. The Watermaster shall report in writing to the Court
15 and to each principal party and any other party entitled to notice
16 under paragraph 24 not more than three (3) months after the end of
17 each fiscal year the determinations and decisions required by this
18 paragraph 19, provided that determinations as to the operating safe
19 yield shall be reported as provided in paragraph 15 above.

20 F. The Watermaster shall collect and maintain all data
21 necessary to make the determinations and decisions required under
22 the provision of this Judgment or to discharge the duties hereby
23 imposed on the Watermaster.

24 G. The Watermaster may conduct such investigation of
25 present and planned operations of any minimum water user defendant
26 as may be appropriate.

27 In accordance with, and subject to the provisions of
28 paragraph 21 below, the Watermaster shall have the power to charge

1 and collect from the parties to this Judgment sums determined to be
2 necessary to pay the costs of Watermaster operations and to dis-
3 charge Watermaster's duties and responsibilities under this Judg-
4 ment.

5 20. Certain Obligations of Parties - Meters, Cooperation
6 With Watermaster. The parties required to meter under Watermaster
7 rules shall install and maintain said meters in good working order
8 at their own expense. Said parties shall promptly repair any meter
9 found by the Watermaster to be outside a tolerance of +5% to -5%,
10 and replace meters as determined by Watermaster to be necessary.

11 Each party shall make available to Watermaster upon
12 written request any information or data reasonably required by the
13 Watermaster to fulfill its duties under this Judgment.

14 21. Watermaster Budget and Allocation.

15 A. In addition to the above-specified administrative
16 powers and duties, the Watermaster shall prepare a tentative
17 operating budget for each year commencing with the second year
18 hereunder, stating the estimated fees, compensation and expenses
19 for discharging the duties of the Watermaster set forth in this
20 Judgment. The Watermaster shall mail a copy of the tentative budget
21 to each of the parties at the same time at least sixty (60) days
22 before the beginning of each year. If any party has an objection
23 to a tentative budget, or any suggestions with respect thereto, that
24 party shall present the same in writing to the Watermaster within
25 fifteen (15) days after service of the tentative operating budget
26 upon it. If no objections are received, the tentative operating
27 budget shall become the final operating budget. If objections to
28 the tentative operating budget are received, the Watermaster shall,

1 within fifteen (15) days after the expiration of the time for
2 presenting objections, consider all such objections, prepare a
3 final operating budget, and mail a copy thereof to each party,
4 together with a statement of the amount assessed, if any, to each
5 party, computed as provided in subparagraph (c) below. If the
6 Watermaster denies any objection in whole or in part, the party
7 whose objection was so denied may, within fifteen (15) days after
8 service of the final operating budget upon it, make written objec-
9 tion to such denial by filing its objections with the Court after
10 first mailing a copy of such objections to each party, and such
11 party shall bring its objections on for hearing before the Court
12 upon notice and motion and at such time as the Court may direct. If
13 the Watermaster makes a change in the tentative operating budget,
14 then any party may within fifteen (15) days after service of the
15 final operating budget upon it object to any such change by
16 following the procedure prescribed above in the case of a denial of
17 an objection to the tentative operating budget. If objection to the
18 final operating budget is filed with the Court as herein provided
19 and brought on for hearing, then such final operating budget may be
20 confirmed or adjusted in whole or part as the Court may deem proper.

21 B. With respect to the first year following the effec-
22 tive date of this Judgment the operating budget is hereby fixed at
23 \$18,000, which budget is allocated as follows: \$1,250 jointly and
24 severally to Golf Course Defendants and \$4,187.50 to each of the
25 other principal parties. Said sums shall be paid to the Watermaster
26 within thirty (30) days after the effective date of this Judgment.

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1 C. The fees, compensation and expenses of the Water-
2 master shall be borne by the principal parties and/or the trans-
3 ferees of their water rights, and shall be allocated each year after
4 the first year based upon each such party's or transferee's pro-
5 portionate share of the total production rights of all such parties
6 and transferees for the year during which the fees and compensation
7 will be earned and the expenses incurred. In determining such
8 proportionate share the Watermaster shall use production entitle-
9 ments to the operating safe yield as determined under paragraph 18
10 above for such year, including any return flow credit but not
11 including any carry-over right.

12 D. Payment of the amount assessed to a principal party
13 or transferee of the water rights of such a party, whether or not
14 subject to adjustment by the Court, shall be paid on or prior to the
15 beginning of the year to which the final operating budget and
16 statement of assessed costs is applicable. If such payment is not
17 made on or before said date, the Watermaster shall add a penalty of
18 ten percent (10%) thereof to the statement, and the basic amount so
19 assessed shall bear interest at the rate of one and one-half percent
20 (1 1/2%) per month or any portion thereof from the date such payment
21 becomes delinquent. Payment required hereunder may be enforced by
22 execution issued out of this Court, or as may be provided by order
23 hereinafter made by this Court. All such payments and penalties
24 received by the Watermaster shall be expended for the administra-
25 tion of this Judgment. Any money remaining at the end of any year
26 shall be available for use in the following year.

27 E. Notwithstanding anything to the contrary in this
28 paragraph 21, the Golf Course Defendants shall not on the basis of

1 the water rights decreed to them by paragraph 9A(1) above, be
2 assessed for their share of the fees, compensation and expenses of
3 the Watermaster in any year an amount greater than ten percent (10%)
4 of the operating budget for the year.

5 22. Watermaster Records - Location and Availability. Water-
6 master's offices and records shall be maintained at the offices of
7 plaintiff WALNUT VALLEY WATER DISTRICT, 271 South Brea Canyon Road,
8 Walnut, California 91789, provided that no rent charge is made
9 therefor or for Watermaster meetings or other Watermaster func-
10 tions. However, reasonable charges may be made for reasonable
11 secretary and reproduction expenses as agreed upon in writing by the
12 WALNUT VALLEY WATER DISTRICT and the Watermaster. All records,
13 reports and data received, maintained or compiled by the Water-
14 master shall be open upon reasonable notice and at reasonable times
15 to inspection by any principal party or any minimum water user
16 defendant or such party's or such defendant's representative.
17 Copies of said records, reports and data may be had by any party upon
18 payment of the duplication and any preparation costs thereof.

19 23. Watermaster Determinations - Objections and Appeal. Any
20 principal party or transferee party of the water rights of such
21 party who objects to any determination or decision made by the
22 Watermaster pursuant to paragraphs 18 or 19 above, may make such
23 objection in writing to the Watermaster within thirty (30) days
24 after the Watermaster gives the required written notice of such
25 determination or decision. Within thirty (30) days after expira-
26 tion of the time within which such objection may be made, the
27 Watermaster shall consider all objections thereto and shall amend,
28 modify or affirm the determination or decision and give notice to

1 all principal parties and parties who are their transferees and
2 shall file a copy of such final determination or decision with the
3 Court. If the Watermaster denies any objection in whole or in part,
4 the party whose objection was so denied may within thirty (30) days
5 after service of the final determination or decision upon it, make
6 written objection to such denial by filing its objections with the
7 Court after first mailing a copy of such objections to the Water-
8 master and to each other party, and such party shall bring its
9 objections on for hearing before the Court upon notice and motion
10 and at such time as the Court may direct. If the Watermaster shall
11 change or modify any determination or decision, then any party may
12 within fifteen (15) days after service of such final determination
13 or decision upon it object to such change or modification by
14 following the procedure prescribed above in the case of a denial of
15 an objection to the first determination or decision. If objection
16 to a final determination or decision is filed with the Court as
17 herein provided and brought on for hearing, then such final deter-
18 mination or decision may be confirmed or modified in whole or in
19 part as the Court may deem proper. Notwithstanding the time that
20 may be required for any determination or decision made by the
21 Watermaster under paragraph 18 or 19 of this Judgment to become
22 final, any such determination or decision shall be deemed effective
23 for all purposes of this Judgment as of the beginning of the year
24 for which such determination or decision is being made.

25 24. Notices by Parties and Watermaster. All notices, re-
26 quests, objections, determinations, decisions, reports and other
27 papers permitted or required by law or by the terms of this Judgment
28 shall be given or made by written document. All such items need only

1 be given or made to the principal parties, successors thereof and
2 the Watermaster; provided, however, in any specific subsequent
3 proceeding in which an attorney appears on behalf of a principal
4 party or successor thereto, such notice shall also be given to said
5 attorney-of-record in such subsequent proceeding. All such items
6 shall be served by first class mail, postage prepaid, addressed to
7 the designee and at the address designated for that purpose in
8 accordance with paragraph 25 below or to the Watermaster at its then
9 business address of record, or to such attorney-of-record in such
10 subsequent proceeding at his or her then address of record. No
11 further notice of any kind as to any matter arising hereunder need
12 be given, made or served. Except for any such subsequent proceeding
13 in which an attorney-of-record appears, all attorneys-of-record
14 are hereby relieved of any and all responsibility for responding to
15 or taking any action in respect of any notice, request, objection,
16 determination, decision, report or other paper permitted or re-
17 quired by law or by the terms of this Judgment.

18 25. Designees of Parties for Service and Appeals.

19 A. Each principal party has by the Stipulation for
20 Judgment executed and filed herein made a designation of the person
21 and that designee's designated mailing address, upon whom service
22 shall be made of all notices, requests, objections, determinations,
23 decisions, reports and other papers permitted or required to be
24 served by the terms of this Judgment upon a principal party or a
25 transferee of a principal party.

26 B. Each transferee of a principal party of a water
27 right under paragraph 9 above shall at the time such transferee
28 appears in this action and files an assumption of the obligations

1 imposed upon such transferring party as to such transferred water
2 rights, and in the same document, designate the person and the
3 party's mailing address, upon whom service shall be made of all
4 notices, requests, objections, determinations, decisions, reports
5 and other papers permitted or required to be served by the terms of
6 this Judgment upon such transferee as the successor-in-interest of
7 water rights of such transferring party.

8 C. If any principal party or any transferee of a water
9 right of a principal party shall desire to change its designee for
10 notice purpose or its designation of a mailing address, such party
11 shall file a written notice of such change with the clerk of this
12 Court and shall serve a copy thereof on the Watermaster. Upon the
13 receipt of any such notice the Watermaster shall promptly give
14 written notice thereof to each principal party and to each trans-
15 feree of water rights of a principal party. Any such later designa-
16 tion of a person or a mailing address for service purposes shall be
17 effective from the date of filing.

18 D. The Watermaster shall maintain a current list of
19 designees of each principal party and each transferee of water
20 rights of a principal party, together with the current designated
21 mailing address of such party.

22 E. Any reference in this Judgment to the service of
23 notices, requests, objections, determinations, decisions, reports
24 or other papers upon a party to this Judgment, shall be satisfied
25 by the making of service upon the person designated by such party
26 as its designee under this paragraph 25.

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1 26. Report of Transfers, Leases and Licenses of Water Rights.

2 A. Any voluntary transfer of any water right decreed
3 herein to a principal party under paragraph 9 above shall be in
4 writing with a copy furnished promptly to the Watermaster by the
5 transferor. Every transfer of any right shall be reported promptly
6 in writing to the Watermaster by the transferor.

7 B. A report of a transfer of water rights shall contain
8 all of the information required to be given by the Watermaster under
9 subparagraph C below, and such additional matters as may be required
10 by Watermaster's rules.

11 ~~16~~ As to each transfer covered by subparagraph A above,
12 the Watermaster shall give prompt written notice to each principal
13 party and to each party transferee of the water rights of such
14 party. Such notice by the Watermaster shall contain the following
15 information as to each such transfer:

- 16 (1) The identity of the transferor.
17 (2) The identity of the transferee.
18 (3) The effective date of the transfer.
19 (4) The effective date of the termination of the
20 transfer, if any.
21 (5) A brief description of the document by which
22 such transfer is made, and the recording data,
23 if any.
24 (6) The quantity of water rights transferred.
25 (7) A statement as to whether the transfer was
26 voluntary or involuntary, including a trans-
27 fer by operation of law.

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1 (8) A statement whether or not after such transfer
2 the transferor still has or claims to have any
3 of the water rights which are the subject of
4 paragraph 9 of this Judgment.

5 27. Injunction as to Parties.

6 A. Commencing with the operative date of this sub-
7 paragraph each remaining party (including in the word "party" only
8 for purposes of this paragraph the members of their governing bodies
9 and board of directors, if any, and their officials, officers,
10 employees, agents, transferees and successors in interest, all from
11 time to time), is enjoined and restrained from pumping water from
12 Puente Basin or exporting same from Puente Basin Watershed except
13 as specifically permitted by this Judgment.

14 B. Commencing with the operative date of this sub-
15 paragraph, each remaining party is ordered to comply with all
16 provisions of this Judgment and all rules and regulations of the
17 Watermaster as finally adopted and applicable to such party, and
18 each such remaining party shall furnish to the Watermaster re-
19 quested information as provided in paragraph 20.

20 28. Continuing Jurisdiction. The court shall have continu-
21 ing jurisdiction to amend or modify the provisions of this Judgment,
22 on appropriate notice, to accomplish the objectives thereof con-
23 sistent with the rights and obligations determined, declared and
24 decreed herein; provided that no amendment of the provisions of
25 paragraphs 7, 8, 9, 10, 12, 13, 15 or 16 shall be made, although
26 permitted transfers of water rights determined, declared and de-
27 creed hereunder may be recognized and implemented.

28 / / /

1 29. Effective and Operative Date of Judgment. The effective
2 date of this Judgment is the date of its filing. All paragraphs of
3 this Judgment shall become operative upon its effective date except
4 for paragraphs 8, 9, 10, 12, 16 and 27A which shall become operative
5 commencing with the year (July 1 - June 30) which is at least three
6 months after said effective date.

7 30. Costs. All parties shall bear their own costs of suit.

8 31. Incorporated Exhibits. Exhibits A through H to this
9 Judgment are made a part hereof and are set forth in the following
10 pages of this Judgment.

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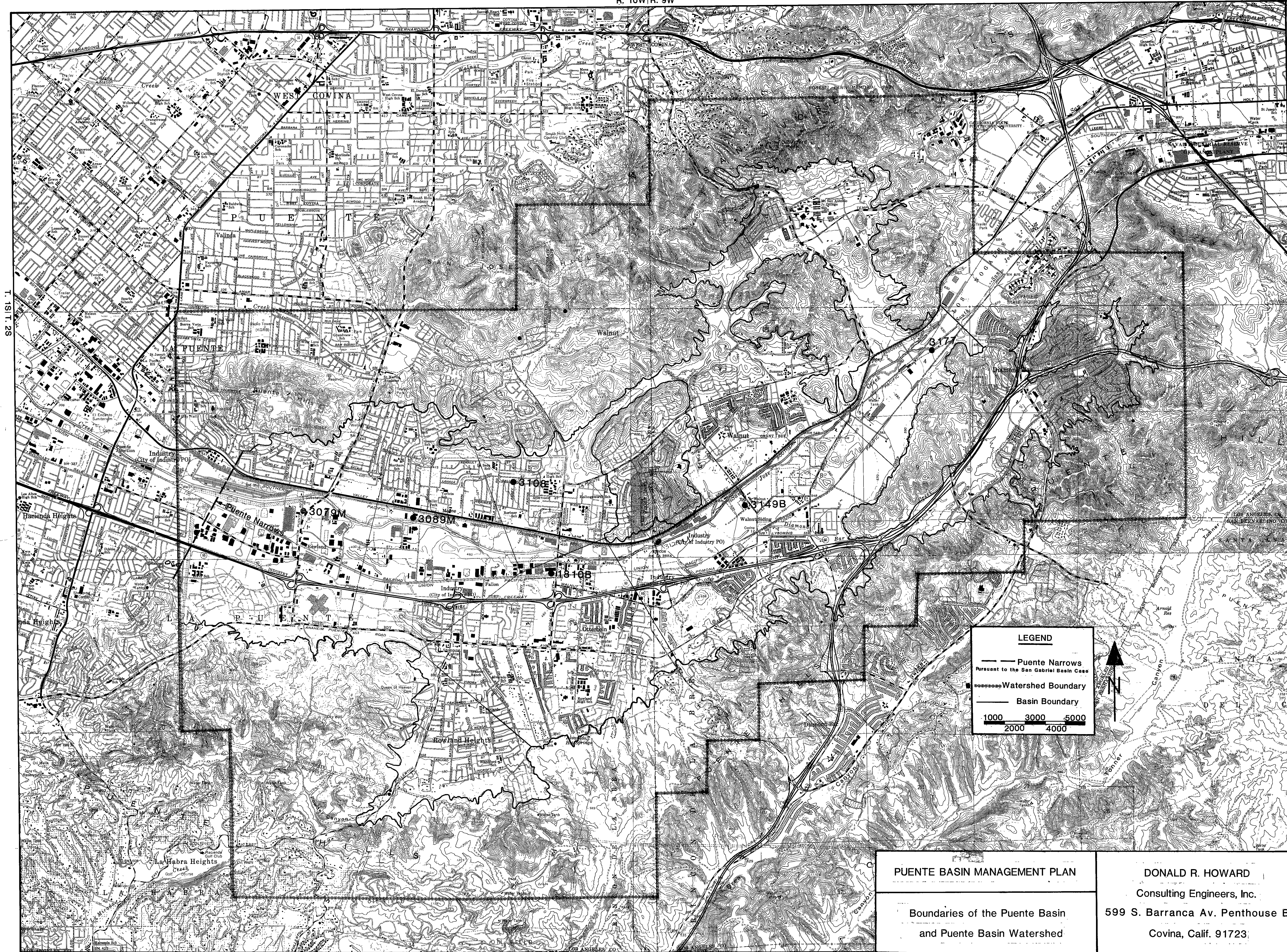
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Exhibit A
Map of "Puente Basin"
and "Puente Basin Watershed"



PUENTE BASIN MANAGEMENT PLAN	DONALD R. HOWARD Consulting Engineers, Inc.
Boundaries of the Puente Basin and Puente Basin Watershed	599 S. Barranca Av. Penthouse B Covina, Calif. 91723

Exhibit B

LEGAL DESCRIPTION OF THE PUENTE BASIN WATERSHED

The following described property is located in Los Angeles County, of the State of California:

Beginning at the Northeast corner of Section 2, Township 2 South, Range 9 West, San Bernardino Base and Meridian;

thence southerly along the easterly line of said Section 2 and continuing along the easterly line of Section 11, Township 2 South, Range 9 West to the Southeast corner of said Section 11;

thence westerly along the southerly line of said Section 11 and continuing along the southerly line of Section 10, Township 2 South, Range 9 West, said line also being the northerly line of Section 15, Township 2 South, Range 9 West, to the Northwest corner of the Northeast quarter of said Section 15;

thence southerly along the westerly line of said Northeast quarter of Section 15 to the Southwest corner of said Northeast quarter of Section 15;

thence westerly along the southerly line of the Northwest quarter of said Section 15 and continuing along the southerly line of the Northeast quarter of Section 16, Township 2 South, Range 9 West, to the Southwest corner of said Northeast quarter of said Section 16;

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1 thence southerly along the easterly line of the
2 Southwest quarter of said Section 16 to the southerly
3 line of said Section 16;

4 thence westerly along the southerly line of said
5 Section 16 to the Northeast corner of Section 20, Town-
6 ship 2 South, Range 9 West;

7 thence southerly along the easterly line of said
8 Section 20 to the Southeast corner of the North half of
9 said Section 20;

10 thence westerly along the southerly line of said
11 North half of Section 20 to the westerly line of said
12 Section 20;

13 thence southerly along the westerly line of said
14 Section 20 to the Southwest corner of said Section 20;

15 thence westerly along the westerly prolongation of
16 the southerly line of said Section 20 a distance of two
17 thousand six hundred forty (2,640) feet;

18 thence South a distance of two thousand six hundred
19 forty (2,640) feet;

20 thence West to an intersection with the westerly
21 line of Range 9 West, said line being also the easterly
22 line of Range 10 West;

23 thence southerly along the westerly line of said
24 Range 9 West a distance of five thousand two hundred
25 eighty (5,280) feet;

26 thence West a distance of twenty-one thousand one
27 hundred twenty (21,120) feet;

28 / / /

1 thence North to the easterly prolongation of the
2 southerly line of Section 20, Township 2 South, Range 10
3 West;

4 thence westerly along said prolongation of the
5 southerly line of said Section 20 to the Southeast corner
6 of said Section 20;

7 thence North to the northerly line of Township 2
8 South, said line being also the southerly line of Town-
9 ship 1 South;

10 thence easterly along said northerly line of Town-
11 ship 2 South a distance of seventeen thousand one hundred
12 sixty (17,160) feet;

13 thence North a distance of five thousand two hundred
14 eighty (5,280) feet;

15 thence East to an intersection with the easterly
16 line of Range 9 West, said line being also the westerly
17 line of Range 10 West;

18 thence northerly along the easterly line of Range 9
19 West a distance of five thousand two hundred eighty
20 (5,280) feet;

21 thence East to an intersection with the northerly
22 prolongation of the easterly line of Section 28, Township
23 1 South, Range 9 West;

24 thence southerly along said prolongation of the
25 easterly line of said Section 28 and continuing along the
26 easterly line of said Section 28 to the Southeast corner
27 of said Section 28;

28 / / /

1 thence South a distance of two thousand six hundred
2 forty (2,640) feet;

3 thence East to an intersection with the northerly
4 prolongation of the easterly line of Section 2, Township
5 2 South, Range 9 West;

6 thence southerly along said prolongation of the
7 easterly line of said Section 2 of the Point of Beginning.

EXHIBIT C

"Minimum Water User Defendants"

GROUP "C" - CORPORATIONS

Corporation of the Presiding Bishop of the Church of Jesus
Christ of Latter Day Saints

Owens Illinois, Inc.

Scovill Manufacturing Company, a Connecticut corporation

Southern California Edison Company

Stoody Company

Teledyne, Inc.

GROUP "D" - PARTNERSHIPS

Pomona Islander

GROUP "E" - INDIVIDUALS

Ernest M. Briles

Gary Briles

Mary J. Briles

P. Albert Faure (erroneously named as Albert Faure)

John M. Galleano

Melvin I. Harper

Francis H. Maloney

Mary A. Maloney

Edward J. Pilario

EXHIBIT D

"Disclaiming Defendants Stipulating to Entry of Default
and Determination of No Water Rights"

GROUP "A" - MUNICIPAL CORPORATIONS OR BODY POLITIC

The City of La Puente, a municipal corporation

The City of Pomona, a municipal corporation

County of Los Angeles, a body politic and corporate

GROUP "B" - PUBLIC AGENCY OR PUBLIC DISTRICT

Hacienda La Puente Unified School District

Los Angeles County Flood Control District

Pomona Unified School District

Rowland Unified School District

Walnut Valley Unified School District

GROUP "C" - CORPORATIONS

American Industrial and Commercial Developers, Inc.

Archinvest Corporation, N.V.

Aro Corp.

Bielec Enterprises, Inc.

Fred H. Bixby Ranch Company

M. J. Brock and Sons, Inc.

California Institute of Technology

CC&F Industry Properties, Inc.

Colonel Baker Home For Retired Ministers

Cutter Laboratories, Inc.

Dasco Co.

Diamond Bar Development Corp.

Diamond Bar Hills Club, Inc.

1 Edro Engineering, Inc.
2 Farmers New World Life Insurance Company,
3 a Washington corporation
4 First Baptist Church of Walnut Valley
5 Fuller Theological Seminary
6 General Electric Company
7 General Telephone Company of California
8 The General Tire Realty Company, an Ohio corporation
9 GWCC Development Corp.
10 John Hancock Mutual Life Insurance Company,
11 a Massachusetts corporation
12 Indal Aluminum, a division of Indal, Inc., successor in
13 interest to Consolidated Aluminum Corporation
14 JEC Investments Co., successor to Lewis Properties, Inc.
15 Kim Lighting, Inc.
16 Laika Corp.
17 L P L Industries, Inc.
18 Macco Corporation
19 John F. Moloney and Company (erroneously named as "John F.
20 Maloney")
21 The Maytag Company, a Delaware corporation
22 Meyer Investment Properties, Inc.
23 MTI Corp.
24 New England Mutual Life Insurance Company,
25 a Massachusetts corporation
26 Oltmans Construction Co.
27 Oro Construction Co.
28 Pacific Latin American District Council of The Assemblies of God

1 J. C. Penney Properties, Inc. (erroneously named as
2 "J. C. Penny Properties, Inc."
3 The Presbytery of Los Angeles
4 Presley of Southern California
5 The Prudential Insurance Company of America,
6 a New Jersey corporation
7 Public Storage Management, Inc. sued herein as
8 Public Storage, Inc.
9 Ralee Engineering Co.
10 Rancho Los Alamitos Corp.
11 Reuland Electric Company
12 Rexnord, Inc.
13 Roman Catholic Archbishop of Los Angeles
14 Seymour Realty Register
15 Southern Pacific Transportation Co.
16 Sully-Miller Contracting Company
17 Tally's Truck Line
18 Transamerica Development Company
19 Vecchione Investment Co.
20 Vogel Properties, Inc.
21 Von's Grocery Company, a Delaware corporation
22 84 Lumber Company (erroneously named as "84 Lumbar Co.")
23 GROUP "D" - PARTNERSHIPS
24 Amiloc Development Co.
25 CH Ranch Co.
26 Family Affair, Ltd. - 1971
27 First Home Investments
28 The Hannah Co.

1 Heltzer Enterprises-Brookfield Walnut
2 Heltzer Enterprises-Walnut Industrial Park
3 Leonard Ranch
4 LSE-Industry
5 Norwich Associates, a New York partnership
6 Property Research Fund-II
7 Railroad Street Partnership
8 Samuelson Bros.
9 Triple R.
10 GROUP "E" - INDIVIDUALS
11 Lucy O. Alvarez
12 Larry Armour
13 Marie A. Baum
14 Michael G. Berolzheimer
15 Phillip C. Berolzheimer
16 Stanley Black
17 Hazel D. Book
18 Morris S. Book
19 S. K. Bourns
20 Jean Bourns
21 Albert E. Carrey
22 Arthur T. Cox
23 Frank W. Denny
24 Eli G. Dubrow
25 Mary Dubrow
26 Jack C. Ecoff
27 Lawrence E. Elrod
28 Annie K. Endres

1 George H. Engelage
2 Frank R. Erro
3 Ida Erro
4 Frederick Feck
5 Ruby Jeanetta Galland
6 Thomas Galland
7 Charles Jaramillo
8 Jeannie M. Jaramillo
9 Arthur H. Kaplan
10 Patricia H. Ketchum, successor in interest of
11 Stuart M. Ketchum
12 Edward Kipling
13 Lois A. Kipling
14 Jane R. Leibel
15 Dorothy Jean Leming
16 Gene Leming
17 Normand A. Levesque
18 Marylyne M. Mehl
19 Ross Mehl
20 Frank Mendez
21 Ivan Mendoza
22 Terry J. Mendoza
23 Lawrence A. Mitchell
24 Lois Mitchell
25 Charles McConaughy
26 Lorraine McConaughy
27 Charles F. Nichols
28 Judith A. Nichols

1 Ruby P. Patritti
2 Luis Rios
3 Margarita Rios
4 Jack D. Samuelson
5 Robert A. Samuelson
6 Lorene M. Shelton
7 Joseph Sherman
8 Ruth P. Simmons
9 Hayward Soohoo
10 Charles Terranova, Jr.
11 Van N. Walls
12 Estate of Lloyd S. Whaley, deceased, Lloyd A. Whaley,
13 Executor
14 Don A. Winneguth
15 Patricia M. Winneguth
16 Debra M. Wong
17 Stephen B. Wong
18 Edward J. Zahorick
19 GROUP "F" - FIDUCIARIES
20 George A. Cordingly, Jr., Burdette Sadler & Elaine Russell,
21 as Trustees under the Will of George A. Cordingly, Deceased
22 Cushman Family Trust "B"
23 Marvin B. Donsker, Trustee Under the Trust Agreement of 7/19/79
24 J. E. Libaw, as Trustee of Libaw Family Trust
25 Chester L. Mitchell as Trustee of the Chester L. Mitchell Family
26 Trust Dated December 19, 1973
27 Ray B. Mitchell, as Trustee of the Ray B. Mitchell Family Trust,
28 Dated December 9, 1973

1 Harold F. Pemberton & Maxine G. Pemberton, as Trustees
2
3
4
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11
12
13
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EXHIBIT E

"Defendants Whose Default Has Been Entered
Otherwise Than On the Basis of a Stipulation"

Defendants Served - No Appearance

GROUP "C" - CORPORATIONS

R. L. Arcinage, Inc.
Bell Memorial United Methodist Church
Butler-Umark and Umark, Inc.
Central California Livestock, Inc.
Citizens Savings and Loan Association
Congoleum Corporation
Cordingly Enterprises, Inc.
Creftcon Industries, Inc.
Cunningham Building Specialties, Inc.
Day and Night Manufacturing
Federated Dept. Stores, Inc.
First Baptist Church of Rowland Heights
Gabriele Macaroni, Inc.
The Good Guys, Inc.
H.T.M. Development, Inc.
Investco Associates, Inc.
Iodent Co., also known as Iodent Chemical Co.
Jiffy Packing, Inc.
The Lyon Realty Co.
G. A. MacDonald Construction Co.
Martin Shower Door Company, Inc.
Moore Plastic Industries, Inc.

1 Occidental Life Insurance
2 Pacific Island Development Co.
3 Pomona Valley Land Development Company
4 Puente Post No. 1944 Veterans of Foreign Wars of the
5 United States
6 Redeemer Lutheran Church of La Puente
7 Rowland Land Company
8 Robert C. Sebring Construction Co.
9 J. F. Shea, Inc.
10 Southern California District of the Lutheran Church,
11 Missouri Synod
12 Southern Pacific Industrial Development Company,
13 a Texas corporation
14 Sutherland Building Material Supermart, Inc.
15 Synod of Southern California
16 Third Fishland Properties Corp.
17 Torite Enterprises, Inc.
18 Tragniew, Inc.
19 Utility Trailer
20 Zelman Development Co.
21 Zenith Specialty Bag, Inc.
22 GROUP "D" - PARTNERSHIPS
23 Arciero & Arciero
24 Roy F. Benton Feed Yard
25 Continental Apartments, Ltd.
26 Crow-Los Angeles #9
27 Horst and Stafford
28 / / /

1 Laurelwood Homes
2 PJB Investment Co.
3 S.C.I.P. Associates, Ltd.
4 Walnut Valley Industrial Park
5 W.H.A. Investment
6 GROUP "E" - INDIVIDUALS
7 Mary A. Abbott
8 Orris D. Abbott
9 Marion T. Allen
10 Dean F. Anderson
11 Orovene O. Anderson
12 Hortense G. Bassett
13 Alfred E. Benton
14 J. P. Bourdet
15 Don Brage
16 Laura Buccola
17 S. Russell Buccola
18 John W. Burrows
19 Margrette D. Burrows
20 Frances L. Bush
21 Frederick E. Bush
22 Domenic Cagliero
23 A. E. Carrey
24 H. P. Carrey
25 Donald Carroll
26 Shirlee M. Carroll
27 Dorothy V. Cauffman
28 Fern P. Cauffman, erroneously named as "Fern P. Caufman"

- 1 John R. Cauffman
- 2 Maurice Z. Cofer
- 3 Shirley M. Cofer
- 4 George A. Cordingly, Jr.
- 5 Frederick B. Cordova
- 6 Joan M. Cordova
- 7 Wayne Crowder
- 8 Robert B. Dicken
- 9 Clarence H. Duke
- 10 Thelma Duke
- 11 George C. Dunn
- 12 David L. Gentle
- 13 Francis Gentle
- 14 Harold Gershman
- 15 George C. Good
- 16 Nellie M. Grant
- 17 William R. Grant
- 18 Dick Griegorian
- 19 Grace H. Griffin
- 20 John C. Hall
- 21 Allen R. Hamlin
- 22 Gayle P. Hamlin
- 23 Bernice L. Harbers
- 24 Ruth A. Harper
- 25 Kazuko Higashi
- 26 Tom Y. Higashi
- 27 Elsie L. Hill
- 28 Lydia Hofgaarden

1	Ruth Holland
2	Marvin G. Holwick
3	Patricia J. Houghton
4	Herbert J. Humboldt
5	Virginia Humboldt
6	Odessa Irving
7	Willie T. Irving
8	John S. Irwin
9	Phyllis M. Irwin
10	Charles Isenberg
11	Peggy Isenberg
12	Ernest V. Jarvis
13	Khalid Javaid
14	Ann M. Jennett
15	John W. Jennett
16	Edward J. Johnson
17	Irene A. Johnson
18	Joan Johnson
19	Barry D. Jordan
20	E. Brent Jordan
21	Marguerite S. Jordan
22	Rose Kasparoff
23	Semon Kasparoff
24	Glenn A. Kennedy
25	Martha E. Kennedy
26	Khan Komai
27	Kiyoko Komai
28	Herman Laub

- 1 Louise M. Laub
- 2 Richard C. Lauer
- 3 Carroll A. Leister
- 4 Moses Lerner
- 5 Bernice M. Licha
- 6 Charles Licha
- 7 Eva M. Liechti
- 8 Arlene Lloyd
- 9 R. Brent Lloyd
- 10 Gordon A. MacDonald
- 11 Albert J. Manchester
- 12 Betty H. Maurer
- 13 Charles W. Maurer
- 14 Walter Melendez
- 15 Milton Moritz
- 16 Donna McGrail
- 17 Richard P. McGrail
- 18 Florence McMillan
- 19 Frank B. McMillan
- 20 Rena E. McMillan
- 21 Kazvichi Nakawatasse
- 22 Lydia A. Nash
- 23 Barbara A. Nelson
- 24 Lee L. Nelson
- 25 Paul Pairis
- 26 John C. Parker
- 27 Zita A. Parker
- 28 Samuel J. Parriott

1	Mike Pennell
2	Vicente Perez
3	James C. Perry
4	Ruth E. Perry
5	Natividad Quiroz
6	Julio Ramirez
7	Ruth Ramirez
8	Philip S. Ramser
9	Mark M. Rassi
10	Sharleen J. Rassi
11	Manuel C. Reyes
12	Deborah A. Rich
13	Thomas E. Rich
14	Hal Riger
15	Robert M. Rossini
16	Susanne F. Rossini
17	Roger R. Rousset
18	Chester F. Rzonca
19	Katy H. Rzonca
20	Charley E. Sackett
21	Shirley B. Sackett
22	John R. Salles
23	Ann Samors
24	Ruth J. Schumacher
25	Magdy Seif
26	John F. Shea
27	Irving J. Snyder
28	Sylvia Snyder

1 Bruce W. Soderberg
2 Dolores L. Stranieri
3 Vincent G. Stranieri
4 David D. Szymanek
5 Elizabeth B. Taylor
6 Walter E. Taylor
7 Charles Terranova
8 Manuel G. Valenzuela
9 Rosalva O. Valenzuela
10 Debra E. Walls
11 Arthur A. Warren
12 Leonard G. Westhoff
13 Clayton D. Williams
14 Dorothy M. Williams
15 C. Janet Wilson
16 James F. Wilson
17 Jerry D. Wright
18 Katherine E. Wright
19 Carolina E. Ybarra
20 Venancio R. Ybarra
21 Ralph Yeomans
22 Theda N. Yeomans
23 Gail D. York
24 Homer V. York
25 Wali M. Zafar
26 GROUP "F" - FIDUCIARIES
27 Bank of America, National Trust & Savings Association,
28 as Conservator of the Estate of Edith L. Wood

1 John E. Lupo and Maria R. Lupo, as Trustees of the Lupo Family
2 Trust, Dated November 3, 1976

3 Wells Fargo Bank N.A., not personally but as ancillary trustee
4 under trust agreement dated September 15, 1973

5
6 Defendants Served By Publication - No Appearance

7 GROUP "E" - INDIVIDUALS

8 Tarla H. Agarwala

9 Vijay K. Agarwala

10 Camille Allen

11 Max E. Allen

12 Ann E. Anderson

13 Roy I. Anderson

14 Wade H. Anderson

15 Thomas Arcoraci

16 Zerma Arcoraci

17 Oliver C. Bjorneby

18 Ruth Bjorneby

19 N. V. Bolzano

20 James E. Brown

21 Clarence Brueckner

22 Erminia L. Brueckner

23 Alvino Campos

24 Julia Campos

25 H. D. Chastain

26 H. D. Chastain, Jr.

27 Azalia H. Chunn

28 William R. Chunn

- 1 Pat H. Cochran
- 2 Guiseppe Comino
- 3 Charles E. Coulter
- 4 Alfred H. Cox
- 5 Isabel P. Cox
- 6 George G. Cross
- 7 Donald C. DeThomas
- 8 Natale DeThomas
- 9 Natale DeThomas, Jr.
- 10 Robert D. DeThomas
- 11 John Gale
- 12 Mario Gomez
- 13 Benjamin Granado
- 14 Francis Granado
- 15 Alan R. Griffin
- 16 Irma D. Henderson
- 17 Richard A. Henderson
- 18 Barbara S. Herman
- 19 Daniel L. Herman
- 20 Aubrey L. Holwick
- 21 Hildegard James
- 22 Laviola James
- 23 Wayne Johnson
- 24 John N. Jurgensen
- 25 Lawrence J. Kaplan
- 26 Joe B. King
- 27 Karen Kissel
- 28 Beth L. Krushaar

1	Isaac N. Krushaar
2	Ed Krist
3	Alice Labesque
4	Shirley B. Little
5	Martha R. Meisel
6	Milomer Milojezich
7	Robert H. Moore
8	Alfred Murray
9	Ella Murray
10	Bruce E. Nescher
11	Donna M. Nescher
12	Elizabeth V. Nichol
13	Harold L. Nichol
14	Leo Palwisa
15	Barbara Pederson
16	Thor Pederson
17	Dionne Poelstra
18	Gerritt L. Poelstra
19	William A. Pressey
20	Harold C. Ramser
21	Charles J. Rawland
22	William O. Reimann
23	Amdello Reyes
24	Soledad Reyes
25	Grace F. Salvatore
26	Clinton E. Seccombe
27	Willie Smith
28	Adeline Sumpter

1 Julian B. Sumpter
2 Lucas Curry Wall
3 S. Wyle Weiman
4 Jacqueline F. White
5 Luke F. White
6 Dorothy Williams
7 Edward J. Worosila
8 Mary F. Worosila
9 GROUP "F" - FIDUCIARIES
10 C. Price Walker

Exhibit F

PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially

all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows.

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through

Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) Make-up Payment. Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) Puente Narrows. The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) Main San Gabriel Basin, the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.

(f) San Gabriel Basin Case. Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., L. A. Sup. Ct. No. 924128, filed January 2, 1968.

6. Appendices. Attached hereto and by this reference made a part hereof are the following appendices:

"A" -- Location Map of Puente Basin, showing major geographic, geologic, and hydrologic features.

"B" -- Map of Cross-Section Through Puente Narrows, showing major physical features and location of key wells.

"C" -- Engineering Criteria, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. Watermaster. There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

a. Organization. Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

b. Availability of Information. Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

c. Cooperation With Other Watermasters. Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in Long Beach v. San Gabriel Valley Water Company, et al.

d. Determination of Underflow. Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. Perpetual Accounting. Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. Report. Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. Base Underflow. On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is

mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. Puente Agency's Obligation. Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. Noninterference with Surface Flow. Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. Subsurface Outflow. To the extent that


the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel River Watershed.

10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court and a finding that it shall operate as full satisfaction of any and all claims by the parties within Main San Gabriel Basin against Puente Basin parties by reason of historic surface and subsurface flow.

IN WITNESS WHEREOF the parties hereto have caused
this Agreement to be executed as of the day and date first
above written.

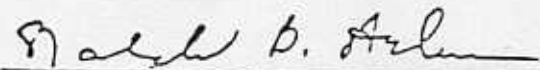
Approved as to form:
CLAYSON, STARK, ROTHROCK & MANN

By 
Attorneys for Puente Agency

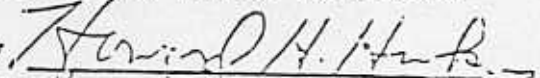
PUENTE BASIN AGENCY

By 
EDMOND M. BIEDERMAN
President

Approved as to form:

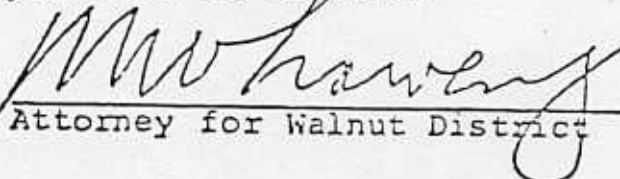
By 
Attorney for Upper District

UPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT

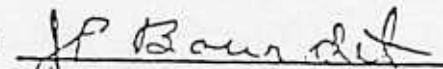
By 
Howard H. Hawkins
President

The foregoing agreement is approved and accepted, and
the same is acknowledged as the joint and several obligation
of the undersigned.

Approved as to form:


Attorney for Walnut District

WALNUT VALLEY WATER DISTRICT

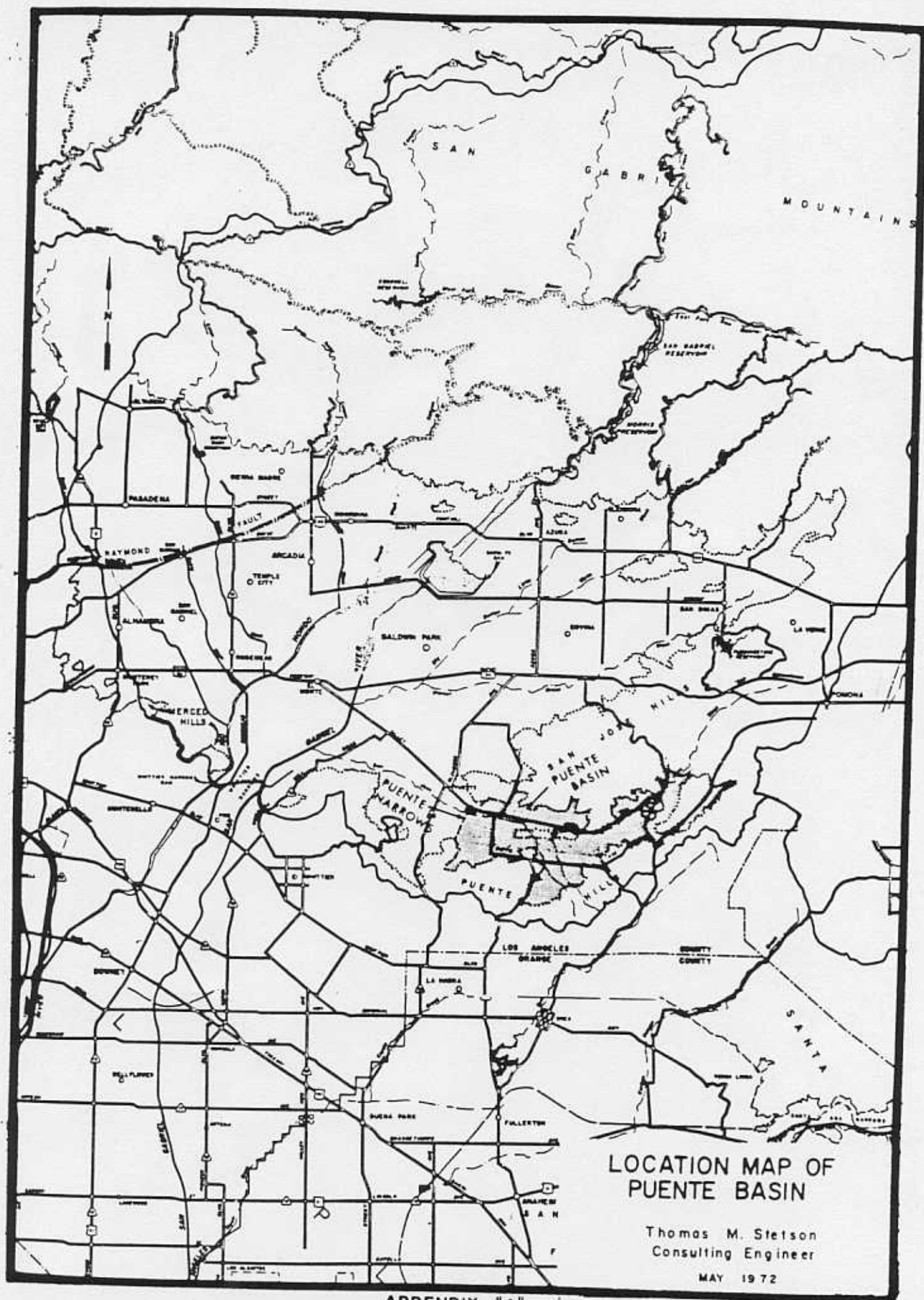
By 
J. P. BOURDET
Vice President

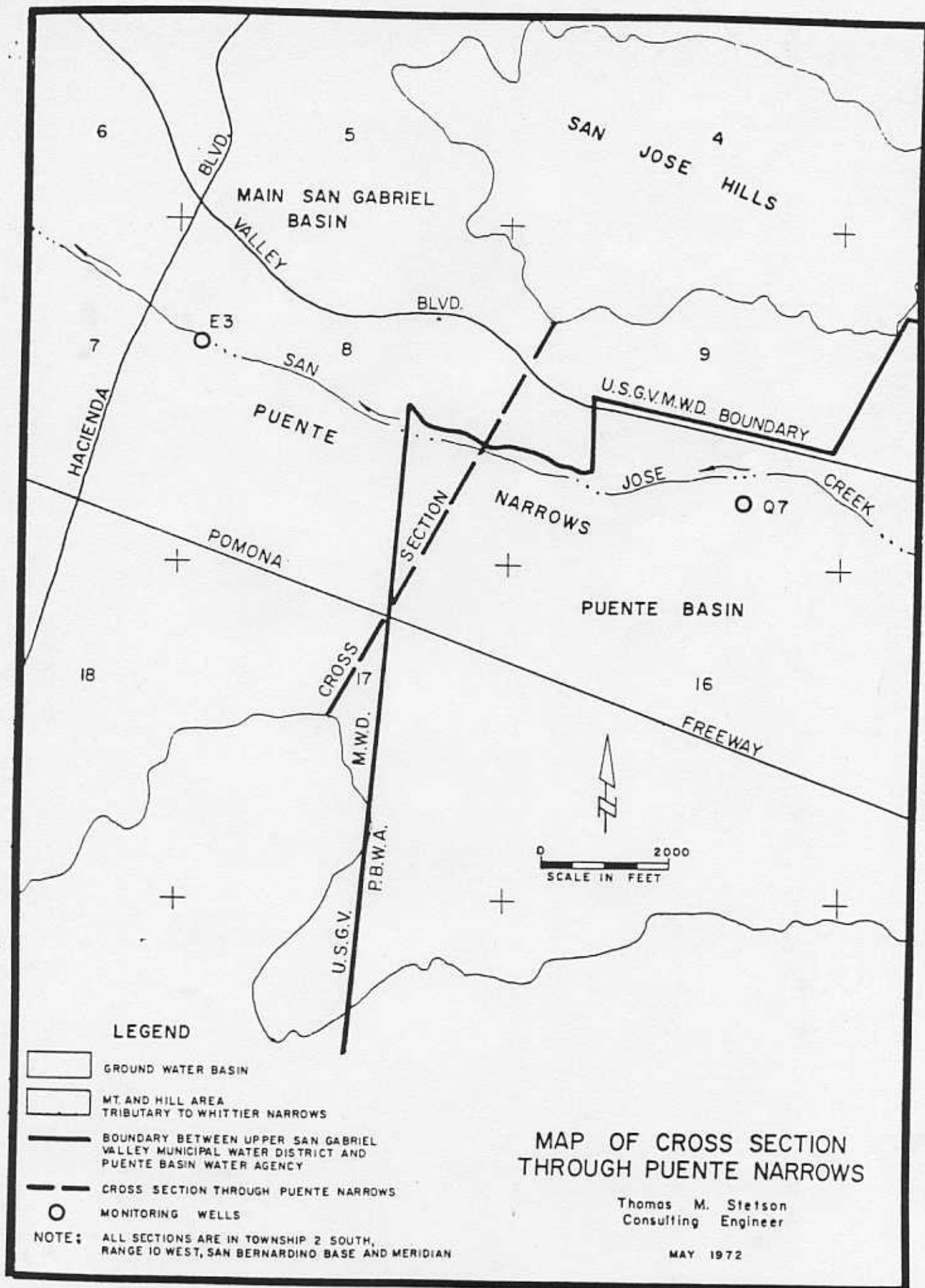
Approved as to form:


Attorneys for Rowland District

ROWLAND AREA COUNTY WATER
DISTRICT

By 
President
Wm. A. Simmons





ENGINEERING CRITERIA

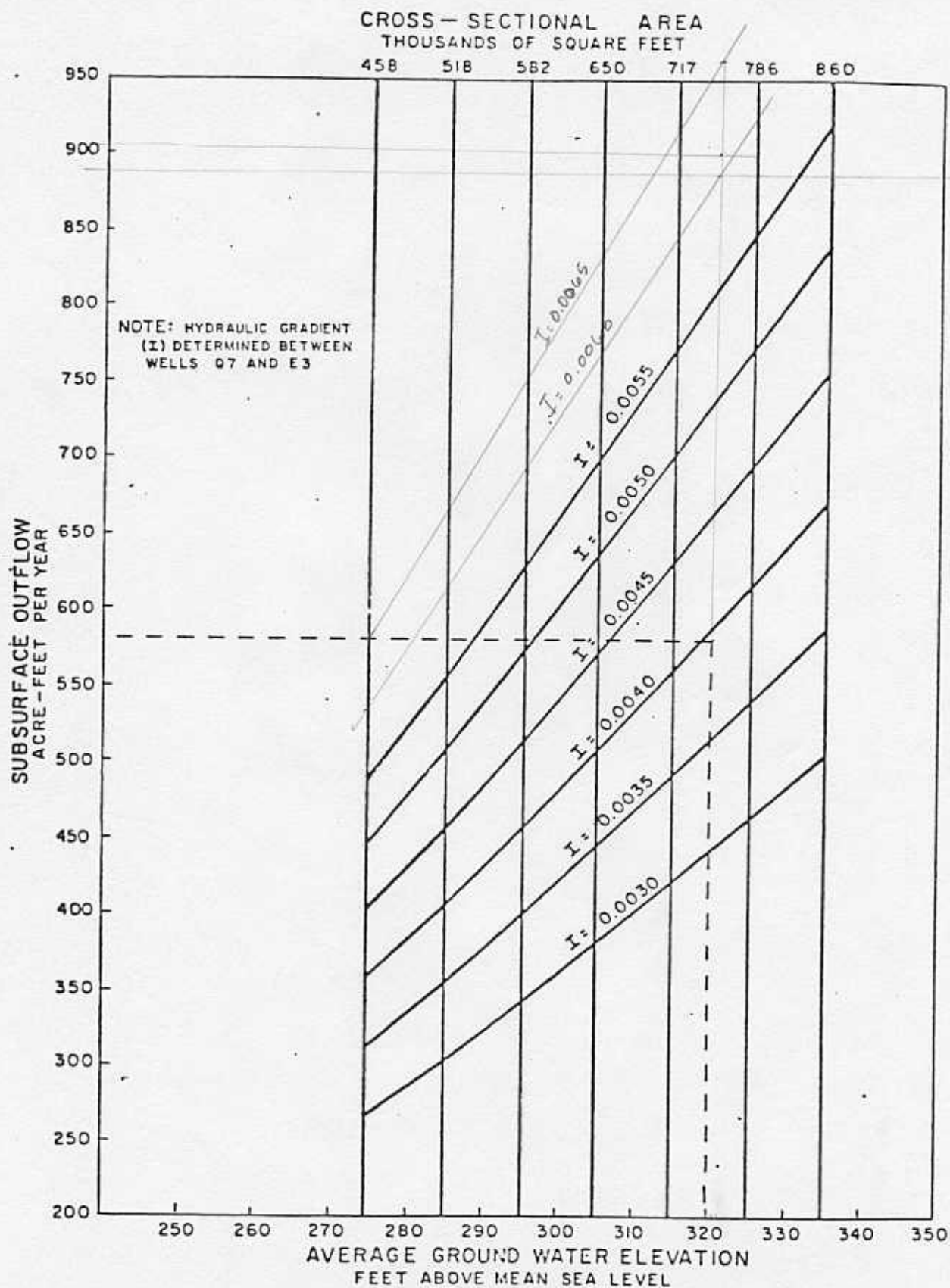
APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.
2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.
3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.
4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area [A]), it is possible to read on the vertical scale the annual acre feet of underflow.



RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS
AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW
THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stetson
Consulting Engineer

MAY 1972

Exhibit G

Description of Overlying Land Owned by or
Owned by and Leased to "Golf Course Defendants" as
Said Defendants Are Defined in Paragraph 9A(1)

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the intersection of the Southwesterly line of said Tract No. 9494, within the Northwesterly line of Fifth Avenue, 100 feet wide, as described in the deed to the County of Los Angeles, recorded in Book 11599, Page 391, Official Records of said County; thence along said Southwesterly line, North 33° 15' 20" West, 1011.47 feet, more or less, to an angle point in the boundary lines of said Tract No. 9494; thence along the Westerly line of said tract, North 0° 15' 25" West, 949.07 feet, more or less, to the Northerly line of said tract; thence along said Northerly line, South 79° 33' 08" East 8.19 feet to an angle point in the boundary lines of said tract; thence continuing along the boundary lines of said tract, North 57° 52' 17" East, 274.48 feet to the Easterly line of the land described as Parcel 1 in the Lease recorded on December 18, 1963, as Instrument No. 4661, in Book M-1413, Page 223, Official Records of said County; thence along the boundary lines of the land

described in said lease, South 40° 03' 53" East, 130.62 feet, South 14° 54' 34" East 102.96 feet, South 0° 29' 27" East, 176.26 feet, South 15° 00' 40" West, 222.92 feet, South 10° 18' 50" East, 203.61 feet, South 25° 58' 50" East 61.94 feet, North 88° 28' 51" East, 112.28 feet, South 53° 22' 09" East, 54.63 feet and South 61° 31' 19" East, 31.66 feet to the Northerly line of the land described as Parcel 5 in the deed to Huntington Park First Savings and Loan Association, recorded January 2, 1962, as Instrument No. 827, in Book D-1465, Page 632, Official Records of said County; thence along the boundary lines of said Parcel 5 and of Parcel 4 of said last mentioned deed, South 69° 40' 36" West, 51.48 feet, South 19° 00' 30" East, 629.32 feet, South 68° 11' 54" East, 53.85 feet, North 64° 40' 38" East 350.70 feet, North 78° 38' 48" East, 446.79 feet and South 30° 38' 15" East, 79.92 feet to Northwesterly line of said Fifth Avenue; thence along said Northerwesterly line, South 59° 21' 45" West, 1145.85 feet, more or less, to the point of beginning, together with that portion of Fifth Avenue, the title to which would pass by a conveyance of the above described land.

EXCEPT therefrom that portion thereof described as Parcel 1-9 in the Final Order of Condemnation entered in Los Angeles County Superior Court, Case No. C 344,840, a certified copy being recorded January 8, 1981, as

/ / /

1 Instrument No. 81-18500, of Official Records of said
2 County, for Fairway Drive and Walnut Drive.
3

4 PARCEL 2:

5 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
7 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
8 SAID COUNTY, described as follows:

9 Beginning at the intersection of the Northeasterly line
10 of said Tract No. 9494, with the center line of Fifth
11 Avenue, as shown on County Surveyor's Map No. B 191-4,
12 on file in the office of the County Surveyor of said
13 County; thence along said center line, South 59° 21' 45"
14 West, 974.74 feet; thence North 37° 14' 13" West, 50.33
15 feet to a point in the Northwesterly line of said Fifth
16 Avenue; thence along said Northwesterly line, South 59°
17 21' 45" West, 95.86 feet; thence North 30° 38' 15" West,
18 79.92 feet; thence South 78° 38' 48" West, 446.79 feet;
19 thence South 64° 40' 30" West, 350.70 feet to the true
20 point of beginning; thence North 68° 11' 54" West, 53.85
21 feet; thence North 19° 00' 30" West, 629.32 feet; thence
22 North 69° 40' 36" East, 51.48 feet to the beginning of a
23 non-tangent curve having a radius of 177.00 feet and
24 being concave to the Northeast, said curve having a
25 radial line which bears North 24° 28' 28" East; thence
26 Southeasterly along said curve, a distance of 76.61 feet
27 through a central angle of 24° 47' 52" to a curve com-
28 pound to said last mentioned curve, said compound curve

1 having a radius of 257.00 feet and being concave to the
2 Northwest, said point of compound curve having a radial
3 line which bears North 0° 19' 24" West; thence North-
4 easterly along said last mentioned curve, a distance of
5 60.55 feet through a central angle of 13° 30' 00" to a
6 curve compound to said last mentioned curve, said com-
7 pound curve having a radius of 64.00 feet and being
8 concave to the Northwest, said point of compound curve
9 having a radial line which bears North 13° 49' 24" West;
10 thence Northeasterly along said last mentioned curve, a
11 distance of 42.45 feet through a central angle of 38°
12 00' 00" to a curve compound to said last mentioned
13 curve, said compound curve having a radius of 132.00
14 feet and being concave to the Northwest, said point of
15 compound curve having a radial line which bears North
16 51° 49' 24" West; thence Northeasterly along said last
17 mentioned curve, a distance of 64.51 feet through a
18 central angle of 28° 00' 00" to a point in a line, said
19 line being not tangent to said last mentioned curve,
20 said point having a radial line which bears North 79°
21 49' 24" West, said line being the Northeasterly contin-
22 uation of the hereinbefore mentioned line having a
23 bearing of North 69° 40' 36" East; thence along said
24 continuation of said line, North 69° 40' 36" East 28.00
25 feet; thence South 7° 42' 43" West, 137.27 feet; thence
26 South 68° 05' 48" West, 80.18 feet; thence South 21° 31'
27 49" East, 81.27 feet; thence North 68° 05' 48" East,
28 34.51 feet to the Southerly continuation of the herein-

1 before mentioned line having a bearing of South 7° 42'
2 43" West; thence along said last mentioned line, South
3 7° 42' 43" West, 253.63 feet; thence South 68° 11' 54"
4 West, 30.07 feet; thence South 19° 00' 39" East, 183.50
5 feet; thence South 68° 11' 54" East, 18.10 feet; thence
6 South 1° 45' 38" East, 43.64 feet to the true point of
7 beginning.

8
9 EXCEPT all oil, gas and other hydrocarbon substances and
10 all precious metals and minerals in and under the above
11 Parcels 1 and 2 below a depth of 500 feet below the
12 surface but without right of surface entry, as reserved
13 by Helene M. Airey, a married woman, as her separate
14 property, in deed recorded January 2, 1962, as Instru-
15 ment No. 827, in Book D-1465, Page 632, Official Records
16 of said County.

17
18 PARCEL 3:

19 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
20 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
21 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
22 SAID COUNTY, described as follows:

23 Beginning at the intersection of the Northeasterly line
24 of said Tract No. 9494, with the center line of Fifth
25 Avenue, as shown on County Surveyor's Map No. B 191-4,
26 on file in the office of the County Surveyor of said
27 County; thence along said center line, South 59° 21' 45"
28 West, 974.74 feet; thence North 37° 14' 13" West, 50.33

1 feet to a point in the Northwesterly line of said Fifth
2 Avenue, said point being the true point of beginning;
3 thence along said Northwesterly line of Fifth Avenue,
4 South 59° 21' 45" West, 95.86 feet; thence North 30° 38'
5 15" West, 79.92 feet; thence South 78° 38' 48" West,
6 446.79 feet; thence South 64° 40' 38" West, 350.70 feet;
7 thence North 1° 45' 38" West, 43.64 feet; thence North
8 64° 40' 38" East, 73.47 feet; thence North 21° 54' 58"
9 East, 436.31 feet; thence North 74° 59' 24" East, 328.20
10 feet; thence South 87° 57' 17" East, 71.75 feet; thence
11 South 37° 14' 13" East, 432.36 feet to the true point of
12 beginning, together with that portion of said Fifth
13 Avenue that would pass with a conveyance of the above
14 described land.

15
16 EXCEPT all oil, gas and other hydrocarbon substances and
17 all precious metals and minerals in and under all of the
18 above referred to parcel of land, below a depth of 500
19 feet below the surface but without right of surface
20 entry, as reserved by Helene M. Airey, a married woman,
21 as her separate property, in deed recorded January 2,
22 1962, as Instrument No. 827, in Book D-1465, Page 632,
23 Official Records of said County.

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PARCEL 4:

1 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
2 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
3 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
4 SAID COUNTY, described as follows:

5 Beginning at the intersection of the Northeasterly line
6 of said Tract No. 9494, with the center line of Fifth
7 Avenue, as shown on County Surveyor's Map No. B 191-4,
8 on file in the office of the county Surveyor of said
9 County; thence along said center line, South 59° 21' 45"
10 West, 974.74 feet; thence North 37° 14' 13" West, 50.33
11 feet to a point in the Northwesterly line of said Fifth
12 Avenue, said point being the true point of beginning;
13 thence along said Northwesterly line of Fifth Avenue,
14 North 59° 21' 45" East, 110.00 feet, thence North 37°
15 14' 13" West, 240.00 feet; thence South 59° 21' 45" West
16 110.00 feet; thence North 37° 14' 13" West, 92.26 feet;
17 thence North 5° 42' 38" East, 77.64 feet; North 87° 57'
18 17" West, 68.34 feet, thence South 37° 14' 13" East,
19 432.36 feet to the true point of beginning, together
20 with that portion of said Fifth Avenue that would pass
21 with a conveyance of said land.

22
23
24 EXCEPT all oil, gas and other hydrocarbon substances and
25 all precious metals and minerals in and under all of the
26 above referred to parcel of said land below a depth of
27 500 feet, but without right of surface entry, as re-
28 served by Andre E. Moynier, a married man, as his

1 separate property, in deed recorded January 2, 1962, as
2 Instrument No. 830, in Book D-1465, Page 636, Official
3 Records of said County.

4
5 PARCEL 5:

6 THAT PORTION OF LOT 2 OF TRACT NO. 9058 AS SHOWN ON MAP RECORDED
7 IN BOOK 144, PAGE 99 OF MAPS IN THE OFFICE OF THE RECORDER OF THE
8 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, described as follows:

9 Beginning at the most westerly corner of said Lot 2;
10 thence South 33° 15' 20" East, 50.00 feet along the
11 westerly line of said Lot 2 to the North line of the Lot
12 described in the deed to Charles H. Schimpff and Jane W.
13 Schimpff, recorded in Book 15743, Page 18 of Official
14 Records in the office of said Recorder; thence North 52°
15 39' 25" East, 68.66 feet to the true point of beginning;
16 thence South 84° 43' 50" East, 1104.53 feet; thence
17 North 0° 04' 30" East, 100.00 feet to a point in said
18 north line; said point being South 89° 55' 30" East,
19 1100.00 feet along said north line from the true point
20 of beginning; thence South 89° 55' 30" East, 32.42 feet;
21 thence South 0° 06' 48" West, 101.67 feet; thence South
22 82° 02' 33" West, 175.50 feet; thence South 88° 03' 44"
23 East, 252.30 feet; thence South 84° 43' 06" East, 480.29
24 feet; thence South 78° 18' 33" East, 261.75 feet; thence
25 North 52° 39' 25" East, 35.66 feet to the true point of
26 beginning.

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1 PARCEL 6:

2 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
4 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
5 SAID COUNTY, described as follows:

6 Beginning at the most Northerly corner of said Tract No.
7 9494, being a point in the Southerly line of Walnut
8 Drive, as shown on said map; thence along said Southerly
9 line, South 87° 15' 13" West, 103.02 feet to the begin-
10 ning of a curve in said Southerly line concave to the
11 Southeast and having a radius of 230.00 feet; thence
12 Southwesterly along said curve through a central angle
13 of 41° 12' 40", an arc length of 165.43 feet; thence
14 tangent to said curve and along the Southeasterly line
15 of said Walnut Drive, South 46° 02' 33" West, 80.00 feet
16 to the true point of beginning; thence leaving said
17 Southerly line; South 26° 58' 11" East, 246.30 feet;
18 thence South 36° 33' 09" West, 361.01 feet; thence South
19 52° 57' 27" West, 664.00 feet; thence South 56° 55' 15"
20 East, 650.42 feet; thence North 42° 26' 09" East, 47.42
21 feet; thence North 0° 15' 17" East, 675.01 feet; thence
22 North 35° 32' 16" East, 86.02 feet; thence South 18° 26'
23 06" East, 284.60 feet; thence North 83° 51' 13" East,
24 326.88 feet; thence South 29° 03' 48" East, 285.66 feet
25 to the Easterly line of said Tract No. 9494; thence
26 along said Easterly line, South 12° 26' 32" East, 270.00
27 feet to an angle point in said Easterly line; thence
28 continuing along the boundary line of said Tract, South

1 37° 54' 25" East, 788.56 feet to the Northwesterly line
2 of Fifth Avenue, 100 feet wide, as described in the deed
3 to the County of Los Angeles, recorded in Book 11599,
4 Page 391, Official Records of said County; thence along
5 said Northwesterly line South 59° 21' 45" West, 864.14
6 feet to the most Easterly corner of the land described
7 as Parcel 2 in the deed to Huntington Park First Savings
8 and Loan Association, recorded January 2, 1962, as
9 Instrument No. 830, in Book D1465, Page 636, Official
10 Records of said County; thence along the boundary lines
11 of the land described in Parcel 2 of said deed, North
12 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West,
13 110.00 feet, North 37° 14' 13" West, 92.26 feet, North
14 5° 42' 38" East 77.64 feet and North 87° 57' 17" West,
15 68.34 feet to a point in the Southwesterly line of the
16 land described as Exhibit "A" in the lease recorded
17 December 18, 1963, as Instrument No. 4660, in Book
18 M1413, Page 200, Official Records of said County; thence
19 along said Southwesterly line, North 37° 14' 13" West,
20 564.20 feet, more or less, to an angle point in said
21 line; thence continuing along the boundaries, described
22 in said lease, South 52° 45' 47" West, 135.22 feet,
23 North 46° 06' 13" West, 41.74 feet, North 3° 17' 44"
24 East, 30.91 feet, North 51° 25' 06" East, 122.97 feet
25 and North 37° 34' 26" West, 795.60 feet, more or less,
26 to the Southeasterly line of said Walnut Drive, North
27 44° 47' 33" East, 1022.98 feet to an angle point in said
28 Southeasterly line; thence continuing along said South-

1 easterly line, North 46° 02' 33" East, 211.59 feet to
2 the true point of beginning, together with that portion
3 of Fifth Avenue, the title to which would pass by a
4 conveyance of the above described land.

5 PARCEL 7:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
7 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
8 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
9 SAID COUNTY, described as follows:

10 Beginning at the intersection of the Northeasterly line
11 of said Tract, with the Northwesterly line of Fifth
12 Avenue, 100 feet wide, as described in the deed to the
13 County of Los Angeles, recorded in Book 11599, Page 391,
14 Official Records of said County; thence along said
15 Northwesterly line, South 59° 21' 45" West, 864.14 feet
16 to the most Easterly corner of the land described as
17 Parcel 2 in the deed to Huntington Park First Savings
18 and Loan Association, recorded January 2, 1962, as
19 Instrument No. 830, in Book D1465, Page 636, Official
20 Records of said County; thence along the boundary line
21 of the land described in Parcel 2 of said deed, North
22 37° 14' 13" West, 240.00 feet, South 59° 21' 45" West,
23 110.00 feet, North 37° 14' 13" West, 92.26 feet, North
24 5° 42' 38" East, 77.64 feet and North 87° 57' 17" West,
25 68.34 feet to a point in the Southwesterly line of the
26 land described as Exhibit "A" in the lease recorded
27 December 18, 1963, as Instrument No. 4660, in Book
28

1 M1413, Page 200, Official Records of said County, said
2 point being the true point of beginning; thence along
3 said Southwesterly line, North 37° 14' 13" West, 564.20
4 feet, more or less, to an angle point in said line;
5 thence continuing along the boundaries described in said
6 lease, South 52° 45' 47" West, 135.22 feet and North 46°
7 06' 13" West, 41.74 feet to the boundary line of the
8 land described in the lease recorded December 18, 1963,
9 as Instrument No. 4661, in Book M1413, Page 223,
10 Official Records of said County; thence along the
11 boundary lines of the land described in said last men-
12 tioned lease, South 3° 17' 44" West, 49.70 feet, South
13 24° 31' 44" West, 85.94 feet, South 61° 39' 59" West,
14 115.61 feet and South 6° 58' 44" West, 71.26 feet to the
15 Northwesterly line of the land described as Parcel 5 in
16 the deed to Huntington Park First Savings and Loan
17 Association, recorded January 2, 1962, as Instrument No.
18 827, in Book M1465, Page 632, Official Records of said
19 County; thence along the boundary lines of the land
20 described in said last mentioned deed, North 69° 40' 36"
21 East, 28.00 feet and South 7° 42' 43" West, 137.27 feet
22 to the most Northerly corner of the land described as
23 Parcel 2 in the deed to Helene M. Airey, a married
24 woman, recorded March 15, 1962, as Instrument No. 4920,
25 in Book D1545, Page 755, Official Records of said
26 County; thence along the boundary lines of the land
27 described as said Parcel 2 of said last mentioned deed,
28 South 68° 05' 48" West, 80.18 feet, South 21° 31' 49"

1 East, 81.27 feet and North 68° 05' 48" East, 34.51 feet
2 to the boundary line of the land described as said
3 Parcel 5 in said deed recorded in Book D1465, Page 632,
4 Official Records; thence along the boundary lines of the
5 land described as said Parcel 5 and in Parcel 4 of said
6 last mentioned deed, South 7° 42' 43" West, 253.63 feet,
7 South 68° 11' 54" West, 30.07 feet, South 19° 00' 39"
8 East, 183.50 feet, South 68° 11' 54" West, 18.10 feet,
9 North 64° 40' 38" East, 73.47 feet, North 21° 54' 58"
10 East, 436.31 feet, North 74° 59' 24" East, 328.20 feet
11 and South 87° 57' 17" East, 71.75 feet to the true point
12 of beginning.

13
14 PARCEL 8:

15 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
16 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
17 PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
18 SAID COUNTY, described as follows:

19 Beginning at the intersection of the Southwesterly line
20 of said Lot 1 with the Southeasterly line of Fifth
21 Avenue, 100 feet wide, as described in deed recorded in
22 Book 11599, Page 391, Official Records of said County;
23 thence along said Southeasterly line, North 59° 21' 45"
24 East, 1260.10 feet to the most Westerly corner of Lake
25 Canyon Drive, as shown on the map of Tract No. 28140,
26 recorded in Book 709, Pages 86 to 91 inclusive of Maps,
27 in the office of the County Recorder of said County,
28 said point being the Westerly terminus of a tangent

1 curve, concave Southerly and having a radius of 25.00
2 feet; thence along the boundary lines of said Tract No.
3 28140, the following courses and distances, Easterly
4 along said tangent curve through an angle of 86° 09' 22"
5 an arc length of 37.59 feet, tangent to said curve,
6 South 34° 28' 53" East, 86.87 feet, South 16° 41' 57"
7 West, 146.16 feet, South 37° 41' 38" West, 55.61 feet,
8 South 58° 59' 41" West, 473.68 feet, South 70° 59' 39"
9 West, 285.57 feet, South 11° 33' 37" West, 89.82 feet,
10 South 35° 45' 42" East, 475.69 feet, North 52° 12' 14"
11 East, 445.46 feet, North 61° 35' 26" East, 720.06 feet,
12 South 7° 47' 05" East, 93.44 feet, South 45° 34' 52"
13 West, 697.24 feet, South 54° 46' 06" West, 391.76 feet,
14 South 28° 29' 10" West, 146.77 feet, South 32° 57' 39"
15 East, 152.56 feet, South 37° 23' 55" East, 390.22 feet
16 and South 69° 19' 57" East, 107.14 feet to the South-
17 easterly line of said Lot 1; thence along said South-
18 easterly line, South 52° 42' 29" West, 335.00 feet to
19 the most Southerly corner of said lot; thence along the
20 Southwesterly line of said lot, North 33° 15' 57" West,
21 1711.03 feet to the point of beginning together with
22 that portion of Fifth Avenue, the title to which would
23 pass with a conveyance of the above described land.

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PARCEL 9:

THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the most Northerly corner of Lot 1 of Tract No. 28140, as per map recorded in Book 709, Pages 86 to 91 inclusive of Maps, in the office of the County Recorder of said County; thence along the boundary line of said Tract No. 28140, South 60° 15' 36" East, 69.02 feet to the true point of beginning; thence continuing along the boundaries of said Tract No. 28140, the following courses and distances: South 60° 15' 36" East, 109.18 feet, South 23° 34' 32" East, 60.01 feet, South 60° 03' 37" East, 182.33 feet, South 40° 36' 05" East, 202.83 feet, South 61° 59' 26" West, 106.47 feet, South 6° 08' 28" East, 158.91 feet, South 52° 31' 38" East, 437.22 feet and South 58° 22' 16" East, 556.74 feet along said boundary line and prolongation thereof to the Southeasterly line of said Tract No. 9494; thence along the Southeasterly and Northeasterly lines of said Tract No. 9494, North 53° 30' 52" East, 427.00 feet and North 37° 54' 50" West, 235.00 feet to an angle point in the Southerly line of Lot 195 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County; thence along the boundary lines of said Tract No. 27141, South 34° 29' 02" East, 88.82 feet, North 48° 11' 01" West, 572.93 feet, North 17° 55'

1 40" East, 71.47 feet and North 86° 44' 48" East, 155.21
2 feet to the Northeasterly line of said Tract No. 9494;
3 thence along said Northeasterly line, North 37° 54' 50"
4 West, 325.00 feet; thence North 74° 12' 28" West, 200.59
5 feet; thence North 65° 47' 07" West, 393.93 feet; thence
6 South 59° 21' 45" West, 348.12 feet to the true point of
7 beginning.

8
9 PARCEL 10:

10 THAT PORTION OF LOT 2 OF TRACT NO. 9058, IN THE COUNTY OF LOS
11 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
12 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
13 RECORDER OF SAID COUNTY, described as follows:

14 Beginning at an angle point in the Southerly line of Lot
15 9 of Tract No. 27141, as per map recorded in Book 765,
16 Pages 72 to 86 inclusive of Maps, records of said
17 County, said point being in the Northerly line of the
18 land described in the deed to Charles H. Schimpff,
19 et al., recorded in Book 15743, Pages 18 and 19,
20 Official Records of said County; thence along the
21 Southerly line of said Tract No. 27141 and the Southerly
22 line of Lot 81 of Tract No. 28140, as per map recorded
23 in Book 709, Pages 86 to 91 inclusive of Maps, records
24 of said County, North 74° 10' 16" West, 897.64 feet,
25 more or less, to the Northwesterly line of Lot 2 of said
26 Tract No. 9058; thence along the boundary lines of said
27 Lot 2, South 52° 42' 29" West, 400.00 feet and South 33°
28 08' 52" East, 49.86 feet; thence North 52° 30' 54" East,

1 68.49 feet, more or less, to said Northerly line of the
2 land described in the deed to Charles H. Schimpff,
3 et al.; thence along said Northerly line, South 89° 53'
4 17" East, 1100.00 feet to the point of beginning.

5
6 PARCEL 11:

7 THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY
8 OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
9 144, PAGES 98, 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY
10 RECORDER OF SAID COUNTY, described as follows:

11 Beginning at the angle point in the Northeasterly line
12 of Lot 130 of Tract No. 27141, as per map recorded in
13 Book 765, Pages 72 to 86 inclusive of Maps, records of
14 said County, as said point being in the Northwesterly
15 line of Lot 2 of said Tract No. 9058; thence along the
16 boundary lines of said Tract No. 27141, South 58° 30'
17 00" East, 225.00 feet, South 8° 00' 00" West, 40.00
18 feet, South 82° 00' 00" East, 280.00 feet, Easterly
19 along a tangent curve, concave Northerly and having a
20 radius of 70.00 feet through a central angle of 40° 15'
21 56" an arc length of 49.19 feet, non-tangent North 8°
22 00' 00" West, 392.75 feet, North 30° 30' 00" East, 30.00
23 feet, North 59° 30' 00" West, 110.00 feet and North 48°
24 55' 31" West, 235.60 feet to the Southwesterly line of
25 Lot 1 of said Tract No. 9058; thence along the South-
26 westerly line of said Lot 1 and the Northwesterly line
27 of Lot 2 of said Tract No. 9058, South 37° 54' 50" East,

28 / / /

1 235.00 feet and South 53° 30' 52" West, 427.00 feet to
2 the point of beginning.
3

4 PARCEL 12:

5 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
7 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Beginning at the intersection of the Southwesterly line
10 of said Lot 1 with the Northerly line of Lot 201 of
11 Tract No. 27141, as per map recorded in Book 765, Pages
12 72 to 86 inclusive of Maps, records of said County;
13 thence along the boundary lines of said Tract No. 27141,
14 North 85° 15' 09" East, 370.64 feet to the Westerly line
15 of Walnut Leaf Drive, as shown on the map of said Tract
16 No. 27141; thence along said Westerly line, North 24°
17 49' 59" West, 110.00 feet; thence South 65° 10' 01"
18 West, 25.00 feet; thence North 74° 44' 58" West 518.57
19 feet to said Southwesterly line of Lot 1; thence along
20 said Southwesterly line, South 37° 54' 50" East, 325.00
21 feet to the point of said beginning.
22

23 PARCEL 13:

24 THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 9058, IN THE COUNTY
25 OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
26 144, PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
27 RECORDER OF SAID COUNTY, described as follows:

28 / / /

Beginning at the most Northerly corner of Lot 226 of Tract No. 27141, as per map recorded in Book 765, Pages 72 to 86 inclusive of Maps, records of said County; thence along the boundary lines of said Tract No. 27141, the following courses and distances: South 40° 30' 00" West, 230.00 feet, South 29° 15' 00" East, 370.00 feet, South 39° 30' 00" West, 180.00 feet, South 21° 30' 00" East, 115.00 feet, South 59° 45' 00" West, 93.00 feet, North 40° 00' 00" West, 735.00 feet, South 76° 15' 00" West, 55.00 feet, South 1° 00' 00" East, 338.00 feet, South 85° 13' 28" West, 170.71 feet, North 24° 49' 59" West, 182.22 feet to a tangent curve, concave Southwesterly and having a radius of 230.00 feet and Northwesterly along said curve through a central angle of 18° 30' 00", an arc distance of 74.26 feet; thence North 49° 36' 00" East, 41.28 feet; thence North 3° 30' 13" West, 245.45 feet; thence North 20° 48' 07" West, 630.43 feet to a point in the Southeasterly line of Fifth Avenue, 100 feet wide, said point being a curve, concave Northwesterly and having a radius of 1050.00 feet, the radial line to said point bears South 50° 24' 51" East; thence Northeasterly along said curve through a central angle of 16° 54' 54", an arc distance of 309.98 feet; thence tangent to said curve and continuing along said Southeasterly line, North 22° 40' 15" East, 79.41 feet, more or less, to the Northeasterly line of Lot 1 of said Tract No. 9058; thence along said Northeasterly line, South 48° 38' 15" East, 1260.00 feet to the point of

1 beginning, together with that portion of Fifth Avenue
2 that would pass by a conveyance of the above described
3 land.

4
5 PARCEL 14:

6 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
7 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
8 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
9 RECORDER OF SAID COUNTY, described as follows:

10 Beginning at the intersection of the Northwesterly line
11 of Fifth Avenue, 100 feet wide, as described in the deed
12 recorded in Book 11537, Page 397, Official Records of
13 said County with the Northeasterly line of said Lot 1;
14 thence along said Northwesterly line, South 22° 40' 15"
15 West, 113.23 feet to the beginning of a tangent curve in
16 said Northwesterly line, concave Northwesterly and
17 having a radius of 950.00 feet; thence Southwesterly
18 along said curve, through a central angle of 5° 25' 41",
19 an arc distance of 90.00 feet; thence non-tangent to
20 said curve, North 57° 12' 38" West, 344.21 feet; thence
21 North 65° 00' 00" West, 105.00 feet; thence North 87°
22 00' 00" West, 120.00 feet; thence South 86° 00' 00"
23 West, 380.00 feet; thence South 25° 00' 00" West, 105.04
24 feet to a point in a non-tangent curve, concave North-
25 easterly and having a radius of 170.00 feet, the radial
26 line to said point bears South 28° 14' 03" West; thence
27 Northwesterly along said curve through a central angle
28 of 31° 15' 57", an arc distance of 92.77 feet; thence

1 tangent to said curve, North 30° 30' 00" West, 69.00
2 feet; thence North 62° 30' 06" East, 744.86 feet to the
3 Northeasterly line of Lot 1 of said Tract No. 9058;
4 thence along said Northeasterly line, South 48° 38' 52"
5 East, 454.80 feet and South 48° 38' 02" East, 145.22
6 feet to the point of beginning, together with that
7 portion of said Fifth Avenue, that would pass by a
8 conveyance of the above described land.
9

10 PARCEL 15:

11 THAT PORTION OF LOT 1 OF TRACT NO. 9058, IN THE COUNTY OF LOS
12 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
13 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
14 RECORDER OF SAID COUNTY, described as follows:

15 Beginning at the intersection of the Northwesterly line
16 of Fifth Avenue, 100 feet wide, as described in the deed
17 recorded in Book 11537, Page 397, Official Records of
18 said County, with the Southwesterly line of said Lot 1;
19 thence along said Southwesterly line, North 37° 54' 25"
20 West, 788.56 feet and North 12° 26' 32" West, 270.00
21 feet; thence South 30° 49' 45" East, 329.79 feet; thence
22 North 46° 30' 00" East, 126.00 feet to a point in a
23 non-tangent curve, concave Northeasterly and having a
24 radius of 230.00 feet, the radial line to said point
25 bears South 44° 00' 00" West; thence Southeasterly along
26 said curve through a central angle of 33° 00' 00", an
27 arc distance of 132.47 feet; thence non-tangent to said
28 curve, South 20° 43' 14" East, 635.50 feet to said

1 Northwesterly line of Fifth Avenue; thence along said
2 Northwesterly line, South 59° 21' 45" West, 68.00 feet
3 to the point of beginning, together with that portion of
4 said Fifth Avenue, that would pass by a conveyance of
5 the above described land.

6
7 PARCEL 16:

8 AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH
9 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
10 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
11 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
12 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
13 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGES 98 AND 99 OF MAPS, IN
14 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
15 follows:

16 Beginning at a point in the Westerly line of said Lot 1,
17 said point being South 12° 26' 40" East, a distance of
18 1389.40 feet along said Westerly line from the Southerly
19 line of Walnut Drive; thence North 12° 26' 40" West,
20 270.00 feet; thence South 30° 50' 58" East, 329.79 feet;
21 thence North 46° 30' 00" East, 126.00 feet to a point in
22 a non-tangent curve of radius 230.00 feet concave to the
23 Northeast, said point having a radial line which bears
24 North 44° 00' 00" East, said last mentioned point being
25 the true point of beginning; thence North 44° 00' 00"
26 East, 60.00 feet along said radial line to a point in a
27 curve of radius 170.00 feet, said curve being parallel
28 to the said curve of radius, 230.00 feet; thence in a

1 Southeasterly direction along said 170.00 foot radius
2 curve, a distance of 29.57 feet through a central angle
3 of 9° 57' 53"; thence South 34° 02' 07" West, 60.00 feet
4 along a radial line to a point in said 230 foot radius
5 curve; thence in a Northwesterly direction along said
6 last mentioned curve; 40.00 feet through a central angle
7 of 9° 57' 53" to the true point of beginning.
8

9 PARCEL 17:

10 AN EASEMENT FOR INGRESS AND EGRESS, TO BE USED IN COMMON WITH
11 OTHERS, FOR THE PURPOSE OF PERMITTING CONSTRUCTION OF A GOLF
12 COURSE AND TO PERMIT FREE ACCESS FROM ONE PORTION OF THE PROPOSED
13 GOLF COURSE TO ANOTHER BEFORE, DURING AND AFTER CONSTRUCTION OF
14 SAID GOLF COURSE, OVER THAT PORTION OF LOT 1 OF TRACT NO. 9058,
15 AS SHOWN ON MAP RECORDED IN BOOK 144, PAGE 98 OF MAPS, IN THE
16 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, described as
17 follows:

18 Beginning at the most Southerly corner of said Lot 1;
19 thence North 37° 54' 50" West, 1048.00 feet along the
20 Southwesterly line of said Lot 1; thence South 74° 44'
21 58" East, 518.57 feet; thence North 65° 10' 01" East, 25
22 feet; thence South 24° 49' 59" East, 110.00 feet to the
23 true point of beginning; thence North 85° 13' 28" East,
24 63.87 feet; thence North 24° 49' 59" West, to a line
25 parallel with that course described above as having a
26 length of 63.87 feet and distant 50 feet Northerly
27 therefrom, measured at right angles; thence South 85°
28 13' 28" West, to a line that bears North 24° 49' 50"

1 West, from the true point of beginning; thence South 24°
2 49' 59" East, to the true point of beginning.

3
4 PARCEL 18:

5 THAT PORTION OF LOT 2 OF TRACT NO. 9058 IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144,
7 PAGES 98, 99 AND 100, OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Beginning at an angle point in the Southerly line of Lot
10 9 of Tract No. 27141, as per map recorded in Book 765,
11 Pages 72 to 86 inclusive of Maps, records of said
12 County, said point being in the Northerly line of the
13 land described in the deed to Charles H. Schimpff,
14 et al., recorded in Book 15743, Pages 18 and 19,
15 Official Records of said County; thence along said
16 Northerly line, North 89° 53' 17" West, 1100.00 feet to
17 an angle point in the boundary lines of the land
18 described in said deed; thence South 84° 41' 37" East,
19 1104.54 feet to a line which bears South 0° 06' 43" West
20 from the point of beginning; thence North 0° 06' 43"
21 East, 100.00 feet to the point of beginning.

22
23 PARCEL 19:

24 AN EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER
25 THOSE PORTIONS OF LOTS 48 AND 131 OF TRACT NO. 28140, IN THE
26 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED
27 IN BOOK 709, PAGES 86 TO 91 INCLUSIVE OF MAPS, IN THE OFFICE OF
28 THE COUNTY RECORDER OF SAID COUNTY, described as follows:

Beginning at the most Southerly corner of said Lot 48,
being also the most Northerly corner of Lot 49 of said
Tract; thence South 25° 23' 45" West, 109.59 feet to the
most Northerly corner of Lot 129 of said Tract, being a
point in the Westerly line of said Lot 131; thence along
said Westerly line North 7° 47' 05" West, 93.44 feet to
the most Easterly corner of Lot 34 of said Tract; thence
North 25° 23' 45" East, 107.10 feet to a point in the
Easterly line of said Lot 131, said Easterly line being
a curve concave Southwesterly and having a radius of
330.00 feet, the radial line to said point bears North
76° 59' 57" East; thence Northerly along said curve,
through a central angle of 10° 48' 27" an arc distance
of 62.25 feet to the Southwesterly prolongation of that
certain line in the boundary of said Lot 48 having a
bearing and length of North 61° 59' 26" East, 106.47
feet; thence along said prolonged line North 61° 59' 26"
East, 18.52 feet to an angle point in the boundary line
of said Lot 48; thence along the Easterly line of said
Lot 48, South 6° 08' 28" East, 158.91 feet to the point
of beginning.

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1 PARCEL 20:

2 THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA IN THE
3 RANCHO RINCON DE LA BREA, IN THE COUNTY OF LOS ANGELES, STATE OF
4 CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT
5 OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE
6 17th JUDICIAL DISTRICT OF SAID COUNTY AND STATE, described as
7 follows:

8 Beginning at a point in the Northerly line of said 33.05
9 acre allotment, distant thereon South 74° 45' 25" West,
10 85.21 feet from the most Northerly corner of said 33.05
11 acre allotment, said most Northerly corner being a point
12 in the Southwesterly line of Tract No. 5979, as shown on
13 map recorded in Book 88, Pages 52 and 53 of maps,
14 records of said County, said point being the North-
15 easterly corner of the land designated as Lot 5, Parcel
16 "A" on Partition Map in Case No. 72721, New Probate of
17 the Superior Court of said County; thence along said
18 Northerly line, North 74° 45' 25" East, 85.21 feet to
19 said most Northerly corner; thence along said South-
20 westerly line, South 35° 23' 35" East, 440.40 feet to a
21 point in the Northerly line of a railroad right of way,
22 as shown on map recorded in Book 150, Page 86 of Deeds,
23 records of said County, said last mentioned point being
24 the Southeasterly corner of said Lot 5, Parcel "A";
25 thence Westerly along the Northerly line of said right
26 of way, on a curve, concave to the North having a radius
27 of 2814.90 feet to the intersection with a line that
28 bears South 35° 23' 35" East, and which passes through

1 the point of beginning of this description; thence North
2 35° 23' 35" West to the point of beginning.

3
4 PARCEL 21:

5 THAT PORTION OF LOT 1, OF TRACT NO. 9494, IN THE COUNTY OF LOS
6 ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK
7 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
8 RECORDER OF SAID COUNTY, described as follows:

9 Commencing at the intersection of the centerline of
10 Walnut Drive and the Southerly prolongation of the
11 centerline of Water Street, as said intersection is
12 shown on said map; thence North 57° 41' 30" East along
13 said centerline of Walnut Drive, a distance of 25.00
14 feet; thence South 32° 18' 30" East, 20.00 feet to the
15 true point of beginning, said true point of beginning
16 being a point in the Southeasterly line of said Walnut
17 Drive; thence South 40° 22' 19" East, 385.02 feet;
18 thence South 56° 32' 25" East, 209.39 feet; thence South
19 46° 06' 13" East, 259.08 feet; thence North 3° 17' 44"
20 East, 30.91 feet; thence North 51° 25' 06" East, 122.97
21 feet; thence North 37° 34' 26" West, 790.70 feet to a
22 point in said Southeasterly line of Walnut Drive; thence
23 South 44° 36' 30" West, 9.69 feet; thence South 57° 41'
24 30" West, 259.94 feet along said Southeasterly line to
25 the true point of beginning.

26
27 EXCEPT that portion of the above described parcel,
28 described as follows:

1 Commencing at said intersection of the centerline of
2 said Walnut Drive and the Southerly prolongation of said
3 centerline of Water Street; thence North 57° 41' 30"
4 East, along said centerline of Walnut Drive, 101.70
5 feet; thence South 26° 01' 15" East, 20.12 feet to a
6 point in the Northwesterly line of said Lot No. 1, said
7 last mentioned point being the true point of beginning;
8 thence South 26° 01' 15" East, 57.73 feet; thence South
9 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
10 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
11 feet; thence North 26° 01' 15" West, 38.43 feet, more or
12 less, to said Northwesterly line of said Lot No. 1:
13 thence North 57° 41' 30" East, 10.06 feet to the true
14 point of beginning.

15 ALSO EXCEPT that portion described as follows:
16

17 That portion of Lot 1, Tract 9494, as per map recorded
18 in Book 138, Pages 41 and 42 of Maps, records of Los
19 Angeles County, California, described as follows:
20 Beginning at the intersection of Walnut Drive, 40 feet
21 wide, and the Southerly prolongation of the centerline
22 of Water Street, as said intersection is shown on said
23 map; thence North 57° 41' 30" East along said centerline
24 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,
25 20 feet to the Southeasterly line of Walnut Drive;
26 thence South 40° 22' 19" East, 385.02 feet; thence South
27 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
28

1 East, 20.59 feet to the true point of beginning; thence
2 North 53° 36' 06" East, 75.29 feet; thence South 79° 50'
3 53" East, 51.46 feet; thence North 60° 59' 22" East,
4 69.43 feet; thence South 37° 34' 26" East, 160.36 feet;
5 thence South 51° 25' 06" West, 122.97 feet; thence South
6 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13"
7 West, 238.49 feet; to the true point of beginning.

8
9 EXCEPT therefrom all oil, gas and other hydrocarbon
10 substances and all precious minerals and metals below
11 the depth of 500 feet below the surface of the demised
12 premises, provided further, however, that there shall be
13 no right of surface entry for the purpose of taking any
14 of said reserved substances, as reserved in deed
15 recorded Dec. 23, 1976 as Instrument No. 1973, Official
16 Records.

17
18 PARCEL 22:

19 THAT PORTION OF LOT 1 OF TRACT NO. 9494, IN THE COUNTY OF LOS
20 ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK
21 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
22 RECORDER OF SAID COUNTY, described as follows:

23 Commencing at said intersection of the centerline of
24 said Walnut Drive and the Southerly prolongation of said
25 centerline of Water Street; thence North 57° 41' 30"
26 East, along said centerline of Walnut Drive, 101.70
27 feet; thence South 26° 01' 15" East, 20.12 feet to a
28 point in the Northwesterly line of said Lot No. 1, said

1 last mentioned point being the true point of beginning;
2 thence South 26° 01' 15" East, 57.73 feet; thence South
3 64° 18' 45" West, 26.30 feet; thence North 26° 01' 15"
4 West, 18.20 feet; thence North 64° 18' 45" East, 16.30
5 feet; thence North 26° 01' 15" West, 38.43 feet, more or
6 less, to said Northwesterly line of said Lot No. 1;
7 thence North 57° 41' 30" East, 10.06 feet to the true
8 point of beginning.

9
10 EXCEPT therefrom all oil, gas and other hydrocarbon
11 substances and all precious minerals and metals below
12 the depth of 500 feet below the surface of the demised
13 premises, provided further, however, that there shall be
14 no right of surface entry for the purpose of taking any
15 of said reserved substances, as reserved in deed
16 recorded Dec. 23, 1976 as Instrument No. 1973, Official
17 Records.

18
19 PARCEL 23:

20 THAT PORTION OF LOT 1, TRACT 9494, IN THE COUNTY OF LOS ANGELES,
21 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138, PAGES 41
22 AND 42 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA,
23 described as follows:

24 Beginning at the intersection of Walnut Drive, 40 feet
25 wide, and the Southerly prolongation of the centerline
26 of Water Street, as said intersection is shown on said
27 map; thence North 57° 41' 30" East along said centerline
28 of Walnut Drive, 25 feet; thence South 32° 18' 30" East,

1 20 feet to the Southeasterly line of Walnut Drive;
2 thence South 40° 22' 19" East, 385.02 feet; thence South
3 56° 32' 25" East, 209.39 feet; thence South 46° 06' 13"
4 East, 20.59 feet to the true point of beginning; thence
5 North 53° 36' 06" East, 75.29 feet; thence South 79° 50'
6 53" East, 51.46 feet; thence North 60° 59' 22" East,
7 69.43 feet; thence South 37° 34' 26" East, 160.36 feet;
8 thence South 51° 25' 06" West, 122.97 feet; thence South
9 03° 17' 44" West, 30.91 feet; thence North 46° 06' 13"
10 West, 238.49 feet; to the true point of beginning.

11
12 EXCEPT therefrom all oil, gas and other hydrocarbon
13 substances and all precious minerals and metals below
14 the depth of 500 feet below the surface of the demised
15 premises, provided further, however, that there shall be
16 no right of surface entry for the purpose of taking any
17 of said reserved substances, as reserved in deed
18 recorded Dec. 23, 1976 as Instrument No. 1973, Official
19 Records.

20
21 PARCEL 24:

22 THAT PORTION OF LOT 1 OF TRACT 9494, IN THE COUNTY OF LOS
23 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138,
24 PAGE 42 OF MAPS, described as follows:

25 Beginning at the most Easterly corner of said Tract
26 9494; thence North 37° 54' 50" West, 1580.75 feet along
27 the Northeasterly line of said Tract 9494; to an inter-
28 section with the Southeasterly line of 5th Avenue as

1 shown on County Surveyor's Map No. B 191-4 on file in
2 the office of the Surveyor thence South 59° 21' 45"
3 West, 580.00 feet along said Southeasterly line of 5th
4 Avenue to the true point of beginning; thence continuing
5 South 59° 21' 45" West, 100 feet along said South-
6 easterly line of 5th Avenue thence South 60° 15' 36"
7 East, 69.02 feet; thence North 59° 21' 45" East, 100.00
8 feet parallel to said 5th Avenue; thence North 60° 15'
9 36" West, 69.02 feet to the true point of beginning.

10
11 EXCEPT all oil, gas and other hydrocarbon substances and
12 all precious metals and minerals in and under said
13 parcel of land below a depth of 500 feet below the
14 surface, but without right of surface entry, as reserved
15 by Helene M. Airey, a married woman, as her separate
16 property, in deed recorded January 2, 1962 in Book
17 D1465, Page 632, Official Records.

18
19 PARCEL 25:

20 THAT PORTION OF LOT 1, OF TRACT NO. 9494 AS SHOWN ON MAP RECORDED
21 IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE RE-
22 CORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, de-
23 scribed as follows:

24 Beginning at the most southerly corner of said Lot 1,
25 thence north 33°15'20" west 2,839.91 feet along the
26 southwesterly line of said Lot 1 to its most westerly
27 corner, thence north 0°15'25" west 949.07 feet to a
28 point in the southerly line of Walnut Drive as shown on

1 said Map of Tract No. 9494, thence south 79°33'18" east
2 8.19 feet along said southerly line, thence south
3 57°52'07" west 277.33 feet along the southeasterly line
4 of said Walnut Drive, thence south 40°03'53" east 130.63
5 feet, thence south 14°54'34" east 102.96 feet, thence
6 south 0°29'27" east 176.27 feet, thence south 15°00'40"
7 west 222.92 feet, thence south 10°18'50" east 203.61
8 feet, thence south 25°58'50" east 61.94 feet, thence
9 north 88°28'51" east 112.29 feet, thence south 53°22'09"
10 east 54.63 feet, thence south 61°31'19" east 31.66 feet,
11 thence south 69°40'36" west 51.48 feet, thence south
12 19°00'39" east 629.32 feet, thence south 68°11'14" east
13 53.85 feet, thence north 64°40'38" east 350.70 feet,
14 thence north 78°38'48" east 446.79 feet, thence south
15 30°38'15" east 79.92 feet to a point in the northwest-
16 erly line of 5th Avenue as shown on County Surveyor's
17 Map No. B-191-4, on file in the office of the Surveyor
18 of said County, said last mentioned point being south
19 59°21'45" west 1,070.00 feet along said northwesterly
20 line from the intersection of the easterly line of said
21 Lot 1, with said northwesterly line of 5th Avenue,
22 thence north 59°21'45" east 95.86 feet along said north-
23 westerly line, thence north 37°14'13" west 432.36 feet,
24 thence north 87°57'17" west 71.75 feet, thence south
25 74°59'24" west 328.20 feet, thence south 21°54'58" west
26 436.31 feet, thence south 64°40'38" west 73.47 feet,
27 thence north 68°11'14" west 18.10 feet, thence north
28 19°00'39" west 183.50 feet, thence north 68°11'54" east

1 30.07 feet, thence north 7°42'43" east 253.63 feet,
2 thence south 68°05'48" west 34.51 feet, thence north
3 21°31'49" west 81.27 feet, thence north 68°05'48" east
4 80.18 feet, thence north 7°42'43" east 137.27 feet,
5 thence south 69°40'36" west 28.00 feet, thence north
6 6°58'44" east 71.26 feet, thence north 61°39'59" east
7 115.61 feet, thence north 24°31'44" east 85.94 feet,
8 thence north 3°17'44" east 49.70 feet, thence south
9 46°06'13" east 41.74 feet, thence north 52°45'47" east
10 135.22 feet, thence south 37°14'13" east 1,002.90 feet
11 to a point in said northwesterly line of 5th Avenue,
12 thence south 37°54'50" east 100.81 feet to a point in
13 the southeasterly line of said 5th Avenue, thence north
14 59°21'45" east 294.14 feet along said last mentioned
15 southeasterly line, thence south 60°15'36" east 69.02
16 feet, thence north 59°21'45" east 348.12 feet, thence
17 south 65°47'07" east 393.93 feet, thence south 74°10'26"
18 east 200.86 feet to a point in said easterly line of Lot
19 1, thence south 37°54'50" east 325.00 feet along said
20 easterly line, thence south 86°44'48" west 155.21 feet,
21 thence south 17°55'40" west 71.47 feet, thence south
22 48°11'01" east 572.93 feet, thence north 34°28'38" east
23 88.82 feet to a point in said easterly line of Lot 1,
24 said point being north 37°54'50" west 235.00 feet from
25 the most easterly corner of said Lot 1, thence south
26 37°54'50" east 235.00 feet along said easterly line to
27 said most easterly corner, thence south 53°30'00" west
28 427.00 feet along the southeasterly line of said Lot 1,

1 thence north 58°22'28" west 557.19 feet, thence north
2 52°31'38" west 437.22 feet, thence north 6°08'28" west
3 158.91 feet, thence north 61°59'26" east 106.47 feet,
4 thence north 40°36'05" west 202.83 feet, thence north
5 60°03'37" west 182.33 feet, thence north 23°34'32" west
6 60.01 feet, thence north 60°15'36" west 178.20 feet to a
7 point in said southeasterly line of 5th Avenue, thence
8 south 59°21'45" west 260.00 feet along said last men-
9 tioned southeasterly line, thence south 34°28'55" east
10 110.27 feet, thence south 16°41'57" west 146.16 feet,
11 thence south 37°41'38" west 55.61 feet, thence south
12 58°59'41" west 473.68 feet, thence south 70°59'39" west
13 285.57 feet, thence south 11°33'37" west 89.82 feet,
14 thence south 35°45'42" east 475.69 feet, thence north
15 52°12'14" east 445.46 feet, thence north 61°35'26" east
16 720.06 feet, thence south 7°47'05" east 93.44 feet,
17 thence south 45°34'52" west 697.24 feet, thence south
18 54°46'06" west 391.76 feet, thence south 28°29'10" west
19 146.77 feet, thence south 32°57'39" east 152.56 feet,
20 thence south 37°23'55" east 390.22 feet, thence south
21 68°51'43" east 107.57 feet, to a point in said south-
22 easterly line of Lot 1, said point being north 52°39'25"
23 east 335.00 feet, along said last mentioned southeast-
24 erly line from the point of beginning, thence south
25 52°39'25" west 335.00 feet to the point of beginning.

26 EXCEPTING therefrom that portion of said 5th Avenue
27 as shown on said C.S.B. 191-4.

28 (SAID PARCEL CONTAINS 68.26 ACRES)

PARCEL 26:

1 THAT PORTION OF THE 33.05 ACRE ALLOTMENT TO JESUS YBARRA, IN THE
2 RANCHO RINCON DE LA BREA IN THE COUNTY OF LOS ANGELES, STATE OF
3 CALIFORNIA, AS SHOWN ON THE PARTITION MAP FILED WITH THE REPORT
4 OF THE REFEREES IN CASE NO. 2168 OF THE DISTRICT COURT OF THE
5 17TH JUDICIAL DISTRICT IN SAID COUNTY AND STATE, described as
6 follows:

7 Beginning at a point in the northerly line of said 33.05
8 acre allotment distant thereon north 74°17'10" east
9 438.00 feet and north 74°45'25" east 216.00 feet from
10 the most westerly corner of said allotment, said point
11 being the northwesterly corner of the land designated as
12 Lot 5, Parcel "A" on partition map in Case No. 72721 New
13 Probate of the Superior Court; thence continuing along
14 said northerly line north 74°45'25" east 186.60 feet to
15 the most northerly corner of said 33.05 acre allotment,
16 common to a point in the southwesterly line of Tract No.
17 5579 as shown on map recorded in Book 88 Pages 52 and 53
18 of Maps, records of said County, said point being the
19 northeast corner of said Lot 5 Parcel "A"; thence south
20 35°23'35" east along said southwesterly line 440.49
21 feet, to a point in the northwesterly line of a railroad
22 right of way as shown on map recorded in Book 150 page
23 86 of Deeds, records of said County, said point being
24 the southeasterly corner of said Lot 5 Parcel "A";
25 thence westerly along the northerly line of said right
26 of way on a curve concave to the north having a radius
27 of 2,814.90 feet, a distance of 156.09 feet to the end
28

1 of said curve; thence tangent to said curve south
2 86°56'20" west, along the northerly line of said right
3 of way, 305.58 feet to the southwesterly corner of the
4 land designated Lot 4 Parcel "A" on said map in Case No.
5 72721; thence south 86°56'20" west along the northerly
6 line of the 100 foot right of way of the San Pedro, Los
7 Angeles, and Salt Lake Railroad Company, as described in
8 deed recorded in Book 1505 Page 84 of Deeds, records of
9 said County, 554.07 feet to the easterly line of Water
10 Street in the westerly line of said 33.05 acre allot-
11 ment; thence north 15°37'50" west along said westerly
12 line to a line parallel with and distant northerly 16.50
13 feet measured at right angles from the northerly lines
14 of said railroad right of ways; thence along said
15 parallel line north 86°56'20" east to the westerly line
16 of said Lot 5 Parcel "A"; thence along said westerly
17 line north 15°37'50" west to the point of beginning.

18 PARCEL 27:

19 THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP
20 RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF
21 THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF
22 CALIFORNIA, described as follows:

23 Commencing at the intersection of the center line of
24 Walnut Drive and the southerly prolongation of the
25 center line of Water Street, as said intersection is
26 shown on said Map; thence north 57°41'30" east along
27 said center-line of Walnut Drive a distance of 25.00
28

1 feet; thence south 32°18'30" east 20.00 feet to the true
2 point of beginning, said true point of beginning being a
3 point in the southeasterly line of said Walnut Drive;
4 thence south 57°41'30" west 42.00 feet along said south-
5 easterly line; thence south 40°03'53" east 130.63 feet,
6 thence south 14°54'34" east 102.96 feet, thence south
7 0°29'27" east 176.26 feet, thence south 15°00'40" west
8 222.92 feet, thence south 10°18'50" east 203.61 feet,
9 thence south 25°58'50" east 61.94 feet, thence north
10 88°28'51" east 112.28 feet, thence south 53°22'09" east
11 54.63 feet, thence south 61°31'19" east 31.66 feet, to
12 the beginning of a non-tangent curve having a radius of
13 177.00 feet and being concave to the northeast, said
14 curve having a radial line which bears north 24°28'28"
15 east, thence southeasterly along said curve a distance
16 of 76.61 feet through a central angle of 24°47'52" to a
17 curve compound to said last mentioned curve, said com-
18 pound curve having a radius of 257.00 feet and being
19 concave to the northwest, said point of compound curve
20 having a radial line which bears north 0°19'24" west;
21 thence northeasterly along said last mentioned curve a
22 distance of 60.55 feet through a central angle of
23 13°30'00" to a curve compound to said last mentioned
24 curve, said compound curve having a radius of 64.00 feet
25 and being concave to the northwest, said point of com-
26 pound curve having a radial line which bears north
27 13°49'24" west; thence northeasterly along said last
28 mentioned curve a distance of 42.45 feet through a

1 central angle of 38°00'00" to a curve compound to said
2 last mentioned curve, said compound curve having a
3 radius of 132.00 feet and being concave to the north-
4 west, said point of compound curve having a radial line
5 which bears north 51°49'24" west; thence northeasterly
6 along said last mentioned curve a distance of 64.51 feet
7 through a central angle of 28°00'00" to a point in a
8 line, said line being not tangent to said last mentioned
9 curve, said point having a radial line which bears north
10 79°49'24" west, thence north 6°58'44" east 71.26 feet,
11 thence north 61°39'59" east 115.61 feet; thence north
12 24°31'44" east 85.94 feet; thence north 3°17'44" east
13 49.70 feet, thence north 46°06'13" west 259.08 feet;
14 thence north 56°32'25" west 209.39 feet; thence north
15 40°22'19" west 385.02 feet to the true point of begin-
16 ning.

17 (SAID PARCEL CONTAINS 6.626 ACRES)
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Exhibit H

Edmund F. Airey and Helen I. Airey Property

PARCEL 1:

THAT PORTION OF LOT 1, OF TRACT NO. 9494, AS SHOWN ON MAP RECORDED IN BOOK 138, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, described as follows:

Commencing at the intersection of the center line of Walnut Drive and the southerly prolongation of the center line of Water Street, as said intersection is shown on said Map; thence north $57^{\circ}41'30''$ east along said center-line of Walnut Drive a distance of 25.00 feet; thence south $32^{\circ}18'30''$ east 20.00 feet to the true point of beginning, said true point of beginning being a point in the southeasterly line of said Walnut Drive; thence south $57^{\circ}41'30''$ west 42.00 feet along said southeasterly line; thence south $40^{\circ}03'53''$ east 130.63 feet, thence south $14^{\circ}54'34''$ east 102.96 feet, thence south $0^{\circ}29'27''$ east 176.26 feet, thence south $15^{\circ}00'40''$ west 222.92 feet, thence south $10^{\circ}18'50''$ east 203.61 feet, thence south $25^{\circ}58'50''$ east 61.94 feet, thence north $88^{\circ}28'51''$ east 112.28 feet, thence south $53^{\circ}22'09''$ east 54.63 feet, thence south $61^{\circ}31'19''$ east 31.66 feet, to the beginning of a non-tangent curve having a radius of 177.00 feet and being concave to the northeast, said curve having a radial line which bears north $24^{\circ}28'28''$ east, thence southeasterly along said curve a distance

1 of 76.61 feet through a central angle of $24^{\circ}47'52''$ to a
2 curve compound to said last mentioned curve, said com-
3 pound curve having a radius of 257.00 feet and being
4 concave to the northwest, said point of compound curve
5 having a radial line which bears north $0^{\circ}19'24''$ west;
6 thence northeasterly along said last mentioned curve a
7 distance of 60.55 feet through a central angle of
8 $13^{\circ}30'00''$ to a curve compound to said last mentioned
9 curve, said compound curve having a radius of 64.00 feet
10 and being concave to the northwest, said point of com-
11 pound curve having a radial line which bears north
12 $13^{\circ}49'24''$ west; thence northeasterly along said last
13 mentioned curve a distance of 42.45 feet through a
14 central angle of $38^{\circ}00'00''$ to a curve compound to said
15 last mentioned curve, said compound curve having a
16 radius of 132.00 feet and being concave to the north-
17 west, said point of compound curve having a radial line
18 which bears north $51^{\circ}49'24''$ west; thence northeasterly
19 along said last mentioned curve a distance of 64.51 feet
20 through a central angle of $28^{\circ}00'00''$ to a point in a
21 line, said line being not tangent to said last mentioned
22 curve, said point having a radial line which bears north
23 $79^{\circ}49'24''$ west, thence north $6^{\circ}58'44''$ east 71.26 feet,
24 thence north $61^{\circ}39'59''$ east 115.61 feet; thence north
25 $24^{\circ}31'44''$ east 85.94 feet; thence north $3^{\circ}17'44''$ east
26 49.70 feet, thence north $46^{\circ}06'13''$ west 259.08 feet;
27 thence north $56^{\circ}32'25''$ west 209.39 feet; thence north

28 / / /

1 40°22'19" west 385.02 feet to the true point of begin-
2 ning.

3 (SAID PARCEL CONTAINS 6.626 ACRES)

4
5 PARCEL 2:

6 [AN UNDIVIDED 1/2 INTEREST IN] THAT PORTION OF THE 33.05 ACRE
7 ALLOTMENT TO JESUS YBARRA, IN THE RANCHO RINCON DE LA BREA IN THE
8 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE
9 PARTITION MAP FILED WITH THE REPORT OF THE REFEREES IN CASE NO.
10 2168 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN SAID
11 COUNTY AND STATE, described as follows:

12 Beginning at a point in the northerly line of said
13 33.05 acre allotment distant thereon north 74°17'10"
14 east 438.00 feet and north 74°45'25" east 216.00 feet
15 from the most westerly corner of said allotment, said
16 point being the northwesterly corner of the land desig-
17 nated as Lot 5, Parcel "A" on partition map in Case No.
18 72721 New Probate of the Superior Court; thence continu-
19 ing along said northerly line north 74°45'25" east
20 186.60 feet to the most northerly corner of said 33.05
21 acre allotment, common to a point in the southwesterly
22 line of Tract No. 5579 as shown on map recorded in Book
23 88 Pages 52 and 53 of Maps, records of said County, said
24 point being the northeast corner of said Lot 5 Parcel
25 "A"; thence south 35°23'35" east along said southwest-
26 erly line 440.49 feet, to a point in the northwesterly
27 line of a railroad right of way as shown on map recorded
28 in Book 150 page 86 of Deeds, records of said County,

1 said point being the southeasterly corner of said Lot 5
2 Parcel "A"; thence westerly along the northerly line of
3 said right of way on a curve concave to the north having
4 a radius of 2,814.90 feet, a distance of 156.09 feet to
5 the end of said curve; thence tangent to said curve
6 south 86°56'20" west, along the northerly line of said
7 right of way, 305.58 feet to the southwesterly corner of
8 the land designated Lot 4 Parcel "A" on said map in Case
9 No. 72721; thence south 86°56'20" west along the north-
10 erly line of the 100 foot right of way of the San Pedro,
11 Los Angeles, and Salt Lake Railroad Company, as describ-
12 ed in deed recorded in Book 1505 Page 84 of Deeds,
13 records of said County, 554.07 feet to the easterly line
14 of Water Street in the westerly line of said 33.05 acre
15 allotment; thence north 15°37'50" west along said west-
16 erly line to a line parallel with and distant northerly
17 16.50 feet measured at right angles from the northerly
18 lines of said railroad right of ways; thence along said
19 parallel line north 86°56'20" east to the westerly line
20 of said Lot 5 Parcel "A"; thence along said westerly
21 line north 15°37'50" west to the point of beginning.

22
23 Dated: _____

24
25 _____
26 Judge of the Superior Court
27
28

LAW OFFICES

SIMMONS, RITCHIE, SEGAL AND STARK

SUITE 1700

615 SOUTH FLOWER STREET

LOS ANGELES, CALIFORNIA 90017-2859

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OF COUNSEL
EDGAR PAUL BOYKO
LESTER B. KENOFF
LEONARD W. SCHROETER

CITY OF INDUSTRY OFFICE
15625 STAFFORD STREET, SUITE 201
CITY OF INDUSTRY, CALIFORNIA 91744
TELEPHONE (818) 333-1480

September 11, 1986

Mr. Donald R. Howard
Suite 225
599 South Barranca
Covina, California 91723

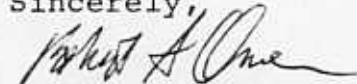
Re: Puente Basin Water Adjudication; Watermaster Appointment

Dear Mr. Howard:

Please find enclosed a Notice of and Joint Nomination by Defendants City of Industry and IUDA of you as one of three persons constituting the Watermaster under the Judgment in the above referenced action. The Agency approved your nomination on August 5, 1986, and the City approved it on August 28, 1986. Please execute the original and return it to Martin Whelan at the address indicated on the the Notice. I have enclosed a copy for your files.

If you have any further questions, please feel free to contact Graham or me.

Sincerely,



ROBERT A. OWEN

RAO/rfm
enclosure

cc: Martin E. Whelan, Jr., Esq.

1 LAW OFFICES OF MARTIN E. WHELAN, JR., INC.
2 Post Office Box 4159
3 Whittier, California 90607-4159
4 (213) 943-3621

5 Attorneys for Defendants
6 The City of Industry and
7 Industry Urban-Development Agency

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11	PUENTE BASIN WATER AGENCY, a	)	NO. C 369 220
12	joint powers agency, et al.)	
13	Plaintiffs,	)	NOTICE OF AND JOINT NOMINA-
14	v.	)	TION BY DEFENDANTS CITY OF
15	(A): THE CITY OF INDUSTRY,	)	INDUSTRY AND INDUSTRY URBAN-
16	a municipal corporation,	)	DEVELOPMENT AGENCY OF DONALD
17	et al.	)	R. HOWARD TO BE APPOINTED
18		)	TO SERVE AS ONE OF THREE
19		)	PERSONS CONSTITUTING THE
20		)	WATERMASTER UNDER THE
		)	JUDGMENT; ACCEPTANCE OF
		)	DONALD R. HOWARD OF HIS
		)	NOMINATION FOR APPOINTMENT
		)	TO SERVE AS A MEMBER OF
		)	THE WATERMASTER; AND ORDER
		)	APPOINTING DONALD R. HOWARD
		)	AS A MEMBER OF THE WATER-
		)	MASTER

21 TO ALL "PRINCIPAL PARTIES" TO THE JUDGMENT OF MAY 30, 1986:

22 PLEASE TAKE NOTICE City of Industry and Industry Urban-
23 Development Agency, each being a defendant and "principal
24 party" under the Judgment made, filed and entered herein on May
25 30, 1986, and acting pursuant to and in compliance with the
26 authority and requirements of paragraph 17 of said Judgment,
27 hereby jointly nominate DONALD R. HOWARD for appointment by the
28 Court to act and serve as a member of the Watermaster under the

1 terms and provisions of said Judgment.

2 For the purposes of identification, Donald R. Howard
3 testified at the trial of this matter. He is a licensed Civil
4 Engineer, and his firm, DONALD R. HOWARD & ASSOCIATES, has for
5 some time rendered consulting engineer services to the said
6 defendant.

7
8 DATED: July , 1986

9 CITY OF INDUSTRY

10
11 By: 

12 Christopher Rope, Its City Manager
13 Defendant and "Principal Party"

14 INDUSTRY URBAN-DEVELOPMENT AGENCY

15 By: 

16 John Radecki
17 Its Executive Director
18 Defendant and "Principal Party"

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27 2919L/7-10-86/MEW/lp
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1 Watermaster under the terms and provisions of the Judgment in
2 this action, and upon the above affirmation by Mr. Howard of
3 his acceptance of such appointment and his consent to so act
4 and serve, and the Court having found that the above notice of
5 the nomination of Donald R. Howard and his acceptance thereof
6 and consent to act and serve as such, has been duly served upon
7 all parties entitled to notice thereof under paragraph 24 of
8 the Judgment, and it appearing to the Court that Donald R.
9 Howard is a person well qualified and able to act and discharge
10 the responsibilities and duties of a member of the Watermaster
11 under the Judgment.

12 IT IS HEREBY ORDERED that Donald R. Howard be appointed a
13 member of the Watermaster to serve at the pleasure of and until
14 further order of this Court in administering and enforcing the
15 provisions of the Judgment and in carrying out the instructions
16 and subsequent orders of this Court.

17 DATED:
18
19

20 Judge of the Superior Court
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2919L/7-10-86/MEW/lp

COPY

LAW OFFICES OF MARTIN E. WHELAN, JR., INC.
Post Office Box 4159
Whittier, California 90607-4159
(213) 943-3621

Attorneys for Defendants
The City of Industry and
Industry Urban-Development Agency

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

PUENTE BASIN WATER AGENCY, a
joint powers agency, et al.

Plaintiffs,

v.

(A): THE CITY OF INDUSTRY,
a municipal corporation,
et al.

) NO. C 369 220
)
) NOTICE OF AND JOINT NOMINA-
) TION BY DEFENDANTS CITY OF
) INDUSTRY AND INDUSTRY URBAN-
) DEVELOPMENT AGENCY OF DONALD
) R. HOWARD TO BE APPOINTED
) TO SERVE AS ONE OF THREE
) PERSONS CONSTITUTING THE
) WATERMASTER UNDER THE
) JUDGMENT; ACCEPTANCE OF
) DONALD R. HOWARD OF HIS
) NOMINATION FOR APPOINTMENT
) TO SERVE AS A MEMBER OF
) THE WATERMASTER; AND ORDER
) APPOINTING DONALD R. HOWARD
) AS A MEMBER OF THE WATER-
) MASTER

TO ALL "PRINCIPAL PARTIES" TO THE JUDGMENT OF MAY 30, 1986:

PLEASE TAKE NOTICE City of Industry and Industry Urban-
Development Agency, each being a defendant and "principal
party" under the Judgment made, filed and entered herein on May
30, 1986, and acting pursuant to and in compliance with the
authority and requirements of paragraph 17 of said Judgment,
hereby jointly nominate DONALD R. HOWARD for appointment by the
Court to act and serve as a member of the Watermaster under the

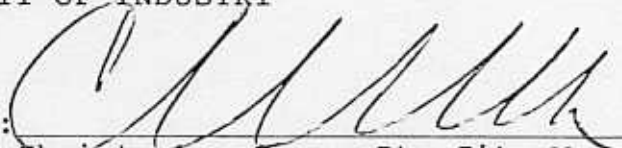
terms and provisions of said Judgment.

For the purposes of identification, Donald R. Howard testified at the trial of this matter. He is a licensed Civil Engineer, and his firm, DONALD R. HOWARD & ASSOCIATES, has for some time rendered consulting engineer services to the said defendant.

DATED: July , 1986

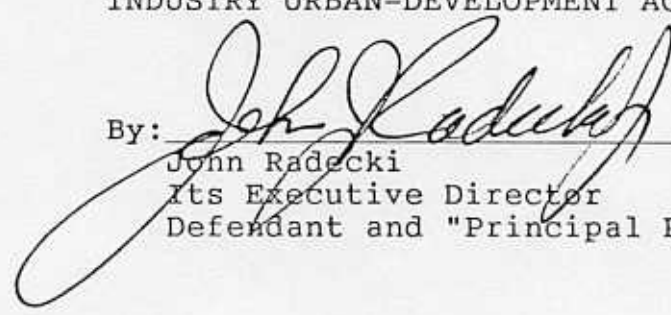
CITY OF INDUSTRY

By:


Christopher Rope, Its City Manager
Defendant and "Principal Party"

INDUSTRY URBAN-DEVELOPMENT AGENCY

By:


John Radecki
Its Executive Director
Defendant and "Principal Party"

2919L/7-10-86/MEW/lp

1 ACCEPTANCE OF DONALD R. HOWARD
2 OF APPOINTMENT TO ACT AND SERVE
3 AS MEMBER OF WATERMASTER

4
5 I, DONALD R. HOWARD, have been advised of my nomination by
6 the City of Industry and Industry Urban-Development Agency for
7 appointment to act and serve as a member of the Watermaster
8 under the terms and provisions of that certain Judgment made,
9 filed and entered in the within action on May 30, 1986, and I
10 have read the above notice of my nomination. I declare that I
11 have reviewed said Judgment in its entirety and am fully
12 familiar with all of the duties and responsibilities imposed
13 upon each member of the Watermaster under the terms and
14 provisions of said Judgment. I hereby accept said nomination
15 and declare my willingness and readiness to be appointed by the
16 Court to act and serve under the terms and provisions of said
17 Judgment as a member of the Watermaster, and if so appointed, I
18 shall represent the interests of all persons producing or
19 extracting water from Puente Basin.

20 DATED: 9/15/86
21

22
23 Donald R. Howard
24 DONALD R. HOWARD

25 ORDER APPOINTING MEMBER OF WATERMASTER

26 Based upon the joint nomination by the City of Industry and
27 Industry Urban-Development Agency of Donald R. Howard for
28 appointment by this Court to act and serve as a member of the

1 Watermaster under the terms and provisions of the Judgment in
2 this action, and upon the above affirmation by Mr. Howard of
3 his acceptance of such appointment and his consent to so act
4 and serve, and the Court having found that the above notice of
5 the nomination of Donald R. Howard and his acceptance thereof
6 and consent to act and serve as such, has been duly served upon
7 all parties entitled to notice thereof under paragraph 24 of
8 the Judgment, and it appearing to the Court that Donald R.
9 Howard is a person well qualified and able to act and discharge
10 the responsibilities and duties of a member of the Watermaster
11 under the Judgment.

12 IT IS HEREBY ORDERED that Donald R. Howard be appointed a
13 member of the Watermaster to serve at the pleasure of and until
14 further order of this Court in administering and enforcing the
15 provisions of the Judgment and in carrying out the instructions
16 and subsequent orders of this Court.

17
18 DATED:

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20 Judge of the Superior Court
21
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23
24
25
26
27

28 2919L/7-10-86/MEW/lp

RECEIVED AUG 19 1987

LAGERLOF, SENEAL, DRESCHER & SWIFT
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August 17, 1987

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ROBERT H. CLARK
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JOHN R. McCONICA II
WILLIAM F. KRUSE
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ANDREW D. TURNER
ERIN L. PROUTY
REBECCA J. THYNE

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RAYMOND R. HAILS 1889-1959
JOSEPH J. BURRIS 1913-1980

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PLEASE REPLY TO

Mr. Donald R. Howard
CONSULTING ENGINEERS, INC.
599 South Barranca, Penthouse B
Covina, CA 91723

Re: Puente Basin Water Agency

Dear Don:

In our recent telephone conversation, you asked for the names of the 9 defendants who were dismissed at the conclusion of our negotiations with the City of Industry. These defendants are as follows:

Carrier Corp.
Economics Laboratory, Inc.
Equitable Life Assurance Society of the U.S.
Majestic Realty Co.
National Life & Accident Insurance Company
Norris-Ni Industries, Inc.
Patrician Associates
Union Pacific Railroad Co.
Wincorp Industries, Inc.

If I can provide you with any further information, please let me know.

Very truly yours,


H. Jess Senecal

HJS/fs