

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.

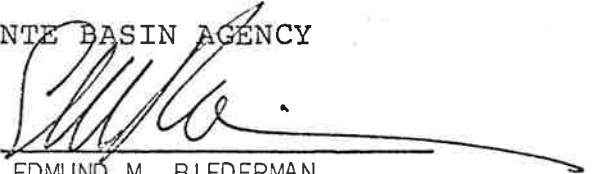
10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court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

Approved as to form:

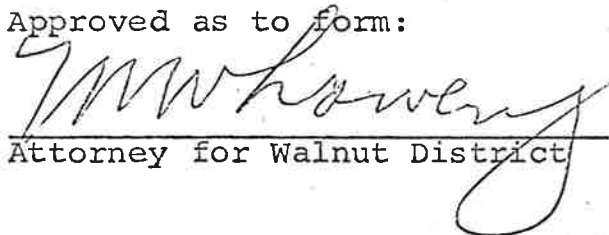
By \_\_\_\_\_  
Attorney for Upper District

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT


By \_\_\_\_\_

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 \_\_\_\_\_



## 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

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.

RESOLUTION NO. 5

RESOLUTION OF THE COMMISSION OF THE  
PUENTE BASIN WATER AGENCY APPROVING  
AND AUTHORIZING EXECUTION OF THAT  
CERTAIN PUENTE NARROWS AGREEMENT RE:  
SAN GABRIEL BASIN CASE

WHEREAS, a complaint entitled Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al., Los Angeles Superior Court Action No. 924128 has been filed seeking an adjudication of water rights in the San Gabriel Basin and tributary basins; and

WHEREAS, the Puente Basin Water Agency encompasses one of the tributary basins set for in said complaint; and

WHEREAS, the Puente Narrows Agreement attached hereto and incorporated herein by this reference seeks to resolve the adjudication of water rights within the Puente Basin; and


WHEREAS, it is deemed to be in the best interest of this Agency to enter into said Puente Narrows Agreement pending approval by the respective governing body of each member district of said Agency;

NOW, THEREFORE, BE IT RESOLVED by the Puente Basin Commission as follows:

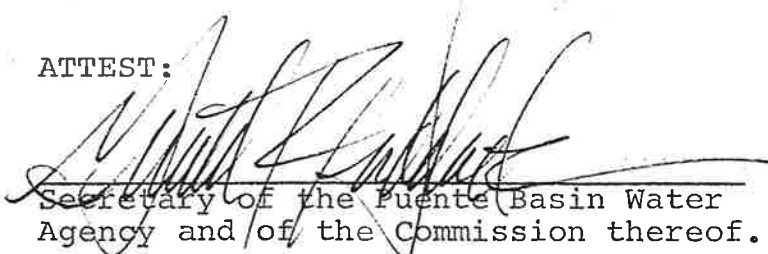
Section 1. That the President of the Puente Basin Water Agency is hereby authorized and directed to execute said Puente Narrows Agreement upon approval of said Agreement by the respective governing body of each member district of said Agency.

Section 2. That the Secretary of the Agency is hereby authorized and directed to deliver promptly to the respective governing body of each member district a certified copy of this Resolution.

Adopted at a Regular Meeting of the Commission of the Puente Basin Water Agency held on April 26, 1972.

  
\_\_\_\_\_  
President of the Puente Basin Water Agency and of the Commission thereof.

ATTEST:

  
\_\_\_\_\_  
Secretary of the Puente Basin Water Agency and of the Commission thereof.


(SEAL)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

I, GERALD R. HADDOCK, Secretary of the Commission of the Puente Basin Water Agency, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Commission of said Agency at a Regular Meeting of the Commission held on the 26th day of April, 1972, and was so adopted by the following roll-call vote:

- AYES: Engler, Swift, Biederman, Jones
- NOES: None
- ABSENT: None


(SEAL)

  
Secretary of the Puente Basin Water Agency and of the Commission thereof.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

I, GERALD R. HADDOCK, Secretary of the Puente Basin Water Agency, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 5 of said Agency, and that the same has not been amended or repealed.

(SEAL)

  
Secretary of the Puente Basin Water Agency and of the Commission thereof.

April 28, 1972

Mr. Morgan W. Lowery, Attorney at Law  
United California Bank Building  
301 Pomona Mall West  
Pomona, California 91766

Re: Upper San Gabriel Valley Municipal Water District  
Adjudication Suit

Dear Mr. Lowery:

I am returning herewith a photocopy of the Puente Narrows Agreement since Don Stark requested that he be allowed to pick up the originals at my office on Tuesday morning, in order that they could be presented to the Upper San Gabriel people at their meeting Tuesday and he would have a fully executed document to present to the Rowland Board on May 8th.

Very truly yours,

EDMUND M. BIEDERMAN  
General Manager

EMB:ew

Enclosure