



An employee-owned company

## Memorandum

Date: November 3, 2009

To: Carrie Hyke, County of San Bernardino Department of Land Use Services

From: PBS&J

Subject: Addendum to the Nursery Products Hawes Composting Facility Water Supply Assessment.

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This memorandum serves as an addendum to the Water Supply Assessment, Nursery Products LLC Hawes Composting Facility Hinkley, California (Project), dated February 18, 2009, completed by Integrated Resource Management, LLC and included as Appendix C to the Supplemental EIR. The addendum addresses public comments received by the County of San Bernardino from the Mojave Water Agency (MWA) during the comment period for the Supplemental EIR. Updates and clarifications to the Water Supply Assessment (WSA) are described in this addendum.

The comment letter received from the MWA is included as Attachment 1. Refer to Attachment 2, Attachment 3, and Attachment 4 for the City of Barstow et al, v. City of Adelanto et al, Riverside County Superior Court Case No. 208568, Ordinance No. 11 "An Ordinance of the Mojave Water Agency for the Regulation of Minimal Producers and Establishing the Minimal Producers Program", and the onsite boring information respectively and referenced in this addendum.

The discussion in this addendum serves to clarify information originally presented in the WSA. After thorough review of the information described in this addendum, the County maintains its finding that impacts to the water supply are *less-than-significant*.

The format for this addendum is as follows: In the following text, headings describing the location of changes to the Water Supply Assessment are in bold type (i.e., **Section 3.1.2, page 4, paragraphs 1, 4**). Below each heading are the revisions to that section with additions noted by the double underlining of new text, and deletions shown as ~~strikeout text~~.

### **Section 3.1.2, page 4, paragraphs 1, 4**

The Adjudication of the Mojave Basin was initiated by a lawsuit filed May 30, 1990 by the City of Barstow and Southern California Water Company (See attached Appendix A).

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The proposed Stipulated Judgment also created a class of minimal producers (that is, water producers using 10 acre-feet of water per year or less) who were dismissed from the case. It directed that the MWA create and administrate a procedure, acceptable to the Court, by which minimal producers could participate fairly in the physical solution. The Project fits the definition of Minimal Producers as defined in the Judgment because it is anticipated to produce approximately 1.1 acre feet (360,000 gallons) per year. As such the Project is subject to Mojave Water Agency Ordinance 11 which applies to Minimal Producers (Appendix B).

**Section 3.1.2, page 6, paragraph 3**

All Producers in each Subarea are allowed to produce as much water as they need annually to meet their requirements, subject to compliance with the Physical Solution set forth in the Judgment. An underlying assumption of the Judgment is that sufficient water will be made available to meet the needs of the Basin in the future from a combination of natural supply, imported water, water conservation, water reuse and transfers of the Free Production Allowance among Producers. The Physical Solution, as described by the Court, includes directions to the MWA to appoint a Watermaster and submit annual reports recording elements of compliance with the Judgment. The MWA annual reports for the past 15 years were reviewed and relied upon in the preparation of this assessment.

**Section 4.2, page 14, paragraph 1**

The Hawes Composting Facility groundwater well will be withdrawing water with a 15 gallon per minute (gpm) pump. The storage tank capacity of 30,000 gallons has been designed to meet potential fire flow requirements. Based upon data provided in the MWA annual reports from 2003 through 2008 and other cited reports such as those by Albert A. Webb Associates, the consulting engineer contracted by MWA's engineer the aquifer beneath the Hawes Composting Facility is capable of producing in excess of 1,000 gallons per minute gpm (roughly equivalent to 1613 acre feet per year) with little to no impact on the aquifer.

**Section 4.3, page 14, paragraph 1**

The 1,000-gallons per day (equivalent to less than 1.1 acre feet per year) to be used by Nursery Products ~~is significantly less than the amount permitted by~~ fits the definition of Minimal Producers (any water producer within the Mojave Water Basin Area that extracts 10 acre feet or less of water annually) as defined in the Mojave Basin Judgment.

The Project will use water primarily for dust control by periodically watering soils disturbed by equipment and vehicles. The volume of water used is based upon the site acreage and area of disturbance on any particular day with the rate of water application varying with the level of on-site activity. At full operation, about 30 acres will be subject to active equipment usage, usually daily. Of the 1000 gallons/day planned usage about 900 gallons (or 90%) will be used for dust suppression. This figure is a cap and the amount

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used daily will vary. The amount of surface disturbance and hence water used on a daily basis for dust suppression is a function of equipment usage and a number of meteorological factors. To some extent equipment usage can be operationally limited to minimize dust generation and water usage. The 30,000 gallon water tank on site will contain additional water for any unforeseen circumstances related to dust suppression in unusual conditions. The tank will be kept full with the other 10% (100 gallons) of the daily withdrawn water and any water not necessary for daily usage. Finally, rainwater will be collected in two on-site retention basins and, when available, collected rainwater will be used in lieu of additional water withdrawal. Although it is only a fall back source of water, it is estimated that about 4 million gallons of rainwater per year will be collected. This calculation assumes that less than half of the incident rain water (4.5 inches/year at the Barstow monitoring station 19 miles east of the project site incident to the entire 80 acre site) reaches the retention basin.

#### **Section 4.4, page 4-14**

The Mojave Basin Aquifer, located approximately 300' below the grounds surface elevation at the Hawes Composting Facility, has over one million AF of water capable of production for beneficial use. The Mojave Basin Aquifer is well managed and secure water supply, with a California Superior Court imposed physical solution to protect against future overdraft for over the next 100 years. Between March, 17, 2009 and March 20, 2009 a boring was drilled on the Project site to determine the depth to groundwater. Groundwater was first observed in the boring at a depth of 366 feet below ground surface on March 19, 2009. On the following day, the depth to groundwater within the borehole was 305 feet. No water bearing zones, perched groundwater, saturated soil conditions, or seepage of any kind was observed in the boring at shallower depths. The Boring log is included as Appendix C.

~~The Hawes Composting facility has the legal right to produce all of its water supply needs from the Mojave Basin Aquifer at levels exempt from the requirement, to own water rights, or to pay replenishment assessments.~~

The Project fits the definition of Minimal Producers as defined in the Judgment because it is anticipated to consume less than 10 acre feet per year at approximately 1.1 acre feet (360,000 gallons) per year. As such the Project is subject to Mojave Water Agency Ordinance No. 11 which applies to Minimal Producers.

#### **Section 4.5, page 4-15, paragraph 3**

A complete analysis of water quality within the ~~Mohave~~ Mojave Basin is extremely labor intensive and beyond the scope of this Assessment, but the MWA anticipates undertaking this effort in the near future.

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**Appendix A**

The WSA has been updated to include the ruling to the City of Barstow et al, v. City of Adelanto et al, Riverside County Superior Court Case No. 208568 as Appendix A, and is included herein as Attachment 2.

**Appendix B**

The WSA has been updated to include Ordinance No. 11 "An Ordinance of the Mojave Water Agency for the Regulation of Minimal Producers and Establishing the Minimal Producers Program", as Appendix B, and is included herein as Attachment 3.

**Appendix C**

Onsite well boring log, included herein as Attachment 4.

**ATTACHMENT 1 – MOJAVE WATER AGENCY LETTER (SEPTEMBER 1, 2009)**

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Phone (760) 946-7000 ♦ Fax (760) 240-2642 ♦ www.mojavewater.org

September 1, 2009

Carrie Hyke, Principal Planner  
San Bernardino County  
Land Use Services Department  
385 North Arrowhead Avenue  
San Bernardino, CA 92415-0182

**RE: DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT  
NURSERY PRODUCTS LLC HAWES COMPOSTING FACILITY**

Dear Ms. Hyke:

Thank you for the opportunity to review and comment on the July 2009 Supplemental Environmental Impact Report (SEIR), prepared by PBS&J for the *Nursery Products LLC Hawes Composting Facility*. Mojave Water Agency's comments are as follows:

**4.2.2.2 -CAPACITY**

The document states the following:

*"Based upon data provided by the MWA's engineer, the aquifer beneath the Hawes Composting Facility is capable of producing in excess of 1,000 gallons per minute with little to no impact on the aquifer. The 15 gpm water pump will have less than a 1% impact of the predicted drawdown of the aquifer."*

The Mojave Water Agency (MWA) has not provided any information to substantiate the claim above. The two closest wells of record with water level data consist of the following:

Well Name	Approx. Dist. From Site	Water Level Decline	Period
09N04W08D01	1.7 miles	62' (Dry at 405')	1992 to 2008
10N04W33D01	2.2 miles	21.65'	1967 to 2009

Data from the aforementioned wells is included as Attachment A.

#### **4.2.2.3 – CONSUMPTIVE USE**

The document states the following:

*"The 1,000-gallon per day to be used by Nursery Products is significantly less than the amount permitted by the Mojave Basin Judgment."*

The Judgment generally applies to producers who produce in excess of 10 acre-feet of water annually. At 1,000 gallons per day, expected production from the Hawes Composting Facility will be approximately 1.2 acre-feet annually. The owner of the facility may be subject to any policy or programs that apply to Minimal Producers (any producer within the Mojave Basin Area adjudicated boundaries that extracts 10 acre-feet or less of water annually).

#### **4.2.3 - SOURCE SUPPLY / LEGAL RIGHTS**

The document states the following:

*"By California Superior Court Order, the Hawes Composting Facility is permitted to produce up to 3,258,290 gallons per year (GPY) of water on SE ¼ Section 36 TP 10N R 5W EX MNL Reservation of Record 160 acres; APN: 0492-021-24-0000."*

The statement is misleading, although not entirely wrong. The Riverside County Superior Court has continuing jurisdiction in the case *Barstow v. Adelanto (Judgment After Trial 1996)*, which adjudicated the groundwater and surface water rights within the Mojave Basin Area. The court specifically excluded a class of producers called "minimal producers" whose water production during the period 1986-1990 was 10 acre-feet or less per year (3,258,851 gallons). The court did not confer a right to pump on minimal producers and directed Mojave Water Agency to determine the costs of the physical solution attributable to minimal producers. MWA is currently working to implement a minimal producer program for determining the costs that a minimal producer, who commences water production after entry of Judgment, would incur.

The document states the following:

*"The Court Appointed Basin Engineer has determined there is more than sufficient aquifer capacity, at approximately 300' below the ground elevation at the Project site, to produce good quality water, capable of providing a sustainable water supply for over one hundred years, free of a replenishment water assessment imposed by the Mojave Basin Watermaster."*

No MWA or Mojave Basin Area Watermaster professional staff has determined the volume, quality of sustainability of the aquifer or basin in the area of the Hawes Composting Facility. In fact, the two previously mentioned monitoring wells

(09N04W08D01 and 10N04W33D01) indicate a decline in water levels in the area. Water levels collected from well 10N04W33D01 indicate decline in the local water table for over 30 years. Water levels collected from well 09N04W08D01 indicate a decline of approximately 62 feet between 1992 and 2000 when the well went dry at a depth of 405 feet below ground surface (Attachment A).

The document states that the *"project has the legal right to produce all of its water supply needs from the Mojave Basin Aquifer at levels exempt from the requirement to own water rights or pay replenishment assessments"*. (4.2.3)

There has been no determination that this project has a legal right to produce water and no right was specifically conveyed by the *Judgment After Trial*. It is presumed for purposes of administration of the Physical Solution, that projects of this type are eligible to produce water as a minimal producer under whatever terms may be ultimately developed for that class. However, determination of water production rights has not been made by a court of competent jurisdiction relative to an individual project or party, except those that were at issue in the trial, or subsequently stipulated to the Judgment. This statement assumes that the project's water requirement is 10 acre-feet or less, and therefore the project would be treated as a minimal producer. If it is determined that water use would in fact be greater than 10 acre-feet (see comments below regarding "4.3 - Consumptive Use"), it would be necessary for the project proponent to become a party to the Mojave Basin Area Judgment and to either purchase Replacement Water to offset their production or to secure adequate production rights from another party in the Centro Subarea.

The remainder of section 4.2.3 is unclear as to relevance and meaning. It is also unclear as to the analysis that was done to support the conclusion that impacts associated with potable water supply are less than significant.

#### **4.2 - CAPACITY**

The document states:

*"Based upon data provided by the MWA's engineer, the aquifer beneath the Hawes Composting Facility is capable of producing in excess of 1,000 gallons per minute with little to no impact on the aquifer. The 15 gpm water pump will have less than a 1% impact of the predicted drawdown of the aquifer. Drawdown is the amount of amount of time it takes to refill the space created in a well column from the aquifer. The 15 gpm pump will have no impact on the aquifer."*

No MWA or Mojave Basin Area Watermaster professional staff has determined well production rate or sustainability of the aquifer beneath the project site. Calculations and

statements regarding the predicted drawdown and impact on the aquifer need to be substantiated.

#### **4.3 – CONSUMPTIVE USE**

The document states:

*"1,000-gallon per day to be used by Nursery Products is significantly less than the amount permitted by the Mohave Basin Judgment."*

There is no analysis presented in this document or in the Water Supply Assessment that determines or indicates the actual water demand of the project. It is simply stated to be 1,000 gpd. The project will apparently encompass 80 acres. A detailed description of anticipated daily operations involving water use for all anticipated purposes should be provided. The document needs to clearly identify and quantify the actual water demand.

#### **4.4 SOURCE SUPPLY / LEGAL RIGHTS**

The document states:

*"The Mojave Basin Aquifer, located approximately 300' below the grounds surface elevation at the Hawes Composting Facility, has over one million AF of water capable of production for beneficial use. The Mojave Basin Aquifer is well managed and secure water supply, with a California Superior Court imposed physical solution to protect against future overdraft for over the next 100 years."*

The Mojave Basin Area is a well managed hydrologic system of groundwater and surface that is currently in a state of overdraft. The Physical Solution is intended to be a mechanism to fund the purchase of supplemental water for recharge within the basin subject to constraints of the Judgment. There is no document or analysis that demonstrates that there is "over one million AF of water capable of production for beneficial use." There is no justification to rely upon such a conclusion as support for lack of impact by the proposed project.

#### **4.5 - QUALITY REPORT(S)**

The document states:

*"A complete analysis of water quality within the Mohave Basin is extremely labor intensive and beyond the scope of this Assessment, but the MWA anticipates undertaking this effort in the near future."*

"Mohave" should read "Mojave".

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SEIR Nursery Products  
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The MWA manages the water resources of approximately 4,900 square miles of the High Desert, San Bernardino County, California. Any water quality studies that are undertaken by the MWA are regional in nature and generally do not apply to site-specific applications.

Once again, thank you for the opportunity to comment on this SEIR. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a final flourish, positioned above the typed name.

Lance Eckhart, PG, CHg, REA  
Principal Hydrogeologist

LE:jl:md

**ATTACHMENT 2 – CITY OF BARSTOW ET AL, V. CITY OF ADELANTO ET AL, RIVERSIDE  
COUNTY SUPERIOR COURT CASE NO. 208568**

---

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ARTHUR A. BURNS, Clerk  
By *Y.A. Burns* Y.A. Burns  
Deputy

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF RIVERSIDE

10  
11 CITY OF BARSTOW, et al, )

CASE NO. 208568

12 Plaintiff, )

ASSIGNED TO JUDGE KAISER  
13 DEPT. 4 FOR ALL PURPOSES

14 v. )

JUDGMENT AFTER TRIAL

15 CITY OF ADELANTO, et al, )

16 Defendant. )

17 MOJAVE WATER AGENCY, )

18 Cross-complainant, )

19 v. )

20 ANDERSON, RONALD H. et al, )

21 Cross-defendants. )

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Exhibit "A" - Map entitled, "Map showing Mojave Water Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and Limits of Adjudicated Area Together with Geologic and Other Pertinent Features."

Exhibit "B" - Tables entitled, "Table B-1: Table Showing Base Annual Production, Base Annual Production Right of Each Producer Within Each Subarea, and Free Production Allowance for Subareas for First Five Years of the Judgment" and "Table B-2: Table Showing Total Water Production for Aquaculture and Recreational Lake Purposes."

Exhibit "C" - Engineering Appendix.

Exhibit "D" - Time Schedules.

Exhibit "E" - List of Producers and Their Designees.

Exhibit "F" - Transfers of Base Annual Production Rights.

Exhibit "G" - Subarea Obligations.

Exhibit "H" - Biological Resource Mitigation.

Exhibit "I" - Map Showing Potential Groundwater Recharge Areas

1 I. INTRODUCTION

2 A. The Complaint. The original complaint herein was filed  
3 by the City of Barstow and Southern California Water Company  
4 (collectively "Plaintiffs") in San Bernardino Superior Court, North  
5 Desert District, on May 30, 1990 as Case No. BCV6672, and  
6 transferred to Riverside County Superior Court on November 27,  
7 1990. Plaintiffs allege that the cumulative water Production  
8 upstream of the City of Barstow Overdrafted the Mojave River  
9 system, and request an average Annual flow of 30,000 acre-feet of  
10 surface water to the City of Barstow area. The complaint also  
11 includes a request for a writ of mandate to require the Mojave  
12 Water Agency ("MWA") to act pursuant to its statutory authority to  
13 obtain and provide Supplemental Water for use within the Mojave  
14 Basin Area.

15 B. The MWA Cross-Complaint. On July 26, 1991, the MWA filed  
16 its first amended cross-complaint in this case. The MWA first  
17 amended cross-complaint and its ROE amendments name Producers who  
18 collectively claim substantially all rights of water use within the  
19 Mojave Basin Area, including Parties downstream of the City of  
20 Barstow. The MWA cross-complaint, as currently amended, requests  
21 a declaration that the available native water supply to the Mojave  
22 Basin Area (not including water imported from the California State  
23 Water Project) is inadequate to meet the demands of the combined  
24 Parties and requests a determination of the water rights of  
25 whatever nature within the MWA boundaries and the Mojave Basin  
26 Area. The MWA has named as Parties several hundred Producers  
27 within the Basin Area.

28 ///

1 C. The Arc Las Flores Cross-Complaint. On July 3, 1991, Arc  
2 Las Flores filed a cross-complaint for declaratory relief seeking  
3 a declaration of water rights of certain named cross-defendants and  
4 a declaration that the appropriative, overlying and riparian rights  
5 of Arc Las Flores be determined to be prior and paramount to any  
6 rights of the Plaintiffs and other appropriators.

7 D. Stipulation and Trial. On October 16, 1991, the Court  
8 ordered a litigation standstill. The purpose of the standstill was  
9 to give the parties time to negotiate a settlement and develop a  
10 solution to the overdraft existing in the Mojave River Basin.

11 A committee of engineers and attorneys, representing a variety  
12 of water users and interests throughout the Mojave River Basin, was  
13 created to develop a physical solution to the water shortage  
14 problem. The work of the committee resulted in a stipulated  
15 interlocutory order and judgment, which was entered by the court on  
16 September 23, 1993.

17 Several non-stipulating parties requested a trial. On April  
18 20, 1994, the Court issued a memorandum setting forth the trial  
19 issues. This cause came on regularly for trial on February 6,  
20 1995, and was tried in Department 4 of the above-entitled Court,  
21 the Honorable E. Michael Kaiser, Judge, Presiding, without a jury.  
22 Oral and documentary evidence was introduced on behalf of the  
23 respective parties and the cause was argued and submitted for  
24 decision.

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1 II. DECREE

2 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

3 A. JURISDICTION, PARTIES, DEFINITIONS.

4 1. Jurisdiction and Parties.

5 a. Jurisdiction. This Court has jurisdiction to  
6 enter Judgment declaring and adjudicating the rights to reasonable  
7 and beneficial use of water by the Parties in the Mojave Basin Area  
8 pursuant to Article X, Section 2 of the California Constitution.  
9 This Judgment constitutes an adjudication of water rights of the  
10 Mojave Basin Area pursuant to Section 37 of Chapter 2146 of  
11 Statutes of 1959 ("the MWA Act").

12 b. Parties. All Parties to the MWA cross-  
13 complaint are included in this Judgment. The MWA has notified  
14 those Persons claiming any right, title or interest to the natural  
15 waters within the Mojave Basin Area to make claims. Such notice  
16 has been given: 1) in conformity with the notice requirements of  
17 Water Code §§ 2500 et seq.; 2) pursuant to Section 37 of the MWA  
18 Act; and 3) pursuant to order of this Court. Subsequently, all  
19 Producers making claims have been or will be included as Parties.  
20 The defaults of certain Parties have been entered, and certain  
21 named cross-defendants to the MWA cross-complaint who are not  
22 Producers have been dismissed. All named Parties who have not been  
23 dismissed have appeared herein or have been given adequate  
24 opportunity to appear herein. The Court has jurisdiction of the  
25 subject matter of this action and of the Parties hereto.

26 c. Minimal Producers. There are numerous Minimal  
27 Producers in the Basin Area and their number is expected to  
28 increase in the future. In order to minimize the cost of

1 administering this Judgment and to assure that every Person  
2 producing water in the Basin Area participates fairly in the  
3 Physical Solution, MWA shall:

4 i. within one Year following entry of this  
5 Judgment, prepare a report to the Court: 1) setting forth the  
6 identity and verified Base Annual Production of each Minimal  
7 Producer in each Subarea of the Basin Area; and 2)  
8 recommending a proposed system of Minimal Producer  
9 Assessments. The system of Minimal Producer Assessments shall  
10 achieve an equitable allocation of the costs of the Physical  
11 Solution that are attributable to Production of verified Base  
12 Annual Production amounts by Minimal Producers in each Subarea  
13 to and among such Minimal Producers. Minimal Producer  
14 Assessments need not be the same for existing Minimal  
15 Producers as for future Minimal Producers.

16 ii. within one Year following entry of this  
17 Judgment, prepare a report to the Court setting forth a  
18 proposed program to be undertaken by MWA, pursuant to its  
19 statutory authority, to implement the proposed system of  
20 Minimal Producer Assessments. The Court may order MWA to  
21 implement the proposed program or, if MWA's statutory  
22 authority is inadequate to enable implementation, or if either  
23 the proposed program or the proposed system of Minimal  
24 Producer Assessments is unacceptable to the Court, the Court  
25 may then order MWA either to implement an alternative program  
26 or system, or in the alternative, to name all Minimal  
27 Producers as Parties to this litigation and to serve them for  
28 the purpose of adjudicating their water rights.

1 Any Minimal Producer whose Annual Production exceeds ten (10) acre-  
2 feet in any Year following the date of entry of Judgment shall be  
3 made a Party pursuant to Paragraph 12 and shall be subject to  
4 Administrative, Replacement Water, Makeup Water and Biological  
5 Resources Assessments. Any Minimal Producer who produced during  
6 the 1986-1990 period may become a Party pursuant to Paragraph 40  
7 with a Base Annual Production Right based on such Minimal  
8 Producer's verified Base Annual Production. To account properly  
9 for aggregate Production by Minimal Producers in each Subarea,  
10 Table B-1 of Exhibit B shall include an estimated aggregate amount  
11 of Base Annual Production by all Minimal Producers in each Subarea.  
12 The Base Annual Production of any Minimal Producer who becomes a  
13 Party shall be deducted from the aggregate amount and assigned to  
14 such Minimal Producer.

15 2. Physical and Legal Complexity. The physical and  
16 legal issues of the case as framed by the complaint and cross-  
17 complaints are extremely complex. Production of more than 1,000  
18 Persons producing water in the Basin Area has been ascertained. In  
19 excess of 1,000 Persons have been served. The water supply and  
20 water rights of the entire Mojave Basin Area and its hydrologic  
21 Subareas extending over 4000 square miles have been brought into  
22 issue. Most types and natures of water right known to California  
23 law are at issue in the case. Engineering studies by the Parties,  
24 jointly and severally, leading toward adjudication of these rights  
25 and a Physical Solution, have required the expenditure of over two  
26 Years' time and hundreds of thousands of dollars.

27 3. Need for a Declaration of Rights and Obligations and  
28 for Physical Solution. A Physical Solution for the Mojave Basin

1 Area based upon a declaration of water rights and a formula for  
2 Intra- and Inter-Subarea allocation of rights and obligations is  
3 necessary to implement the mandate of Article X, Section 2 of the  
4 California Constitution and California water policy. Such Physical  
5 Solution requires the definition of the individual rights of all  
6 Producers within the Basin Area in a manner which will equitably  
7 allocate the natural water supplies and which will provide for  
8 equitable sharing of costs for Supplemental Water. Nontributary  
9 supplemental sources of water are or will be available in amounts,  
10 which when combined with water conservation, water reclamation,  
11 water transfers, and improved conveyance and distribution methods  
12 within the Basin Area, will be sufficient in quantity and quality  
13 to assure implementation of a Physical Solution. Sufficient  
14 information and data are known to formulate a reasonable and just  
15 allocation of existing water supplies as between the hydrologic  
16 Subareas within the Basin Area and as among the water users within  
17 each Subarea. Such Physical Solution will allow the public water  
18 supply agencies and individual water users within each hydrologic  
19 Subarea to proceed with orderly water resource planning and  
20 development. It will be necessary for MWA to construct conveyance  
21 facilities to implement the Physical Solution. Absent the  
22 construction of conveyance facilities, some Subareas may be  
23 deprived of an equitable share of the benefits made possible by the  
24 Physical Solution. Accordingly, this Physical Solution mandates  
25 the acquisition or construction of conveyance facilities for  
26 importation and equitable distribution of Supplemental Water to the  
27 respective Subareas. Such construction is dependent on the  
28 availability of appropriate financing, and any such financing

1 assessed to the Parties will be based upon benefit to the Parties  
2 in accordance with the MWA Act.

3 4. Definitions. As used in this judgment, the  
4 following terms shall have the meanings herein set forth:

5 a. Afton - The United States Geological Survey gauging  
6 station "Mojave River at Afton, CA."

7 b. Annual or Year - As used in this Judgment refers to  
8 the Annual period beginning October 1 and ending  
9 September 30 of the following Year.

10 c. Aquaculture Water - Water so identified in Exhibit  
11 "B". Such water may be used only for fish breeding  
12 and rearing. The Annual Consumptive Use of such  
13 water in acre-feet is equal to the water surface  
14 area, in acres, of the fish rearing facilities  
15 multiplied by seven (feet).

16 d. Assessments - Those Assessments levied and  
17 collected pursuant to this judgment including  
18 Replacement Water, Makeup Water, Administrative and  
19 Biological Resource Assessments.

20 e. Barstow - The United States Geological Survey  
21 Gauging Station "Mojave River at Barstow, CA."

22 f. Base Annual Production - The verified maximum Year  
23 Production, in acre-feet, for each Producer for the  
24 five Year Period 1986-1990 as set forth in Table  
25 B-1 of Exhibit "B", except where otherwise noted  
26 therein. The maximum Year Production for each  
27 Producer was verified based on one or more of the  
28 following: flow meter readings, electrical power

1 or diesel usage records or estimated applied water  
2 duty. The Base Annual Production for recreational  
3 lakes in the Baja Subarea and for Aquaculture shall  
4 be equal either to the area of water surface  
5 multiplied by seven feet or to verified Production,  
6 whichever is less. The five Year period 1986-1990  
7 shall also be the time period for which Base Annual  
8 Production for Minimal Producers shall be  
9 calculated.

10 g. Base Annual Production Right - The relative Annual  
11 right of each Producer to the Free Production  
12 Allowance within a given Subarea, expressed as a  
13 percentage of the aggregate of all Producers' Base  
14 Annual Production in the Subarea. The percentage  
15 for each Producer is calculated by multiplying that  
16 Producer's Base Annual Production in a Subarea  
17 times one hundred (100) and dividing the result by  
18 the aggregate Base Annual Production for all  
19 Producers in the Subarea. The percentage shall be  
20 rounded off to the nearest one ten-thousandth of  
21 one per cent.

22 h. Base Flow - That portion of the total surface flow  
23 measured Annually at Lower Narrows which remains  
24 after subtracting Storm Flow.

25 i. Carry Over Right - The right of a Producer to delay  
26 and accumulate the Production of such Producer's  
27 share of a Subarea Free Production Allowance until  
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1 and only until the following Year free of any  
2 Replacement Water Assessment.

3 j. Consumption or Consumptive Use - The permanent  
4 removal of water from the Mojave Basin Area through  
5 evaporation or evapo-transpiration. The  
6 Consumptive Use rates resulting from particular  
7 types of water use are identified in Paragraph 2 of  
8 Exhibit "F".

9 k. Free Production Allowance - The total amount of  
10 water, and any Producer's share thereof, that may  
11 be Produced from a Subarea each Year free of any  
12 Replacement Obligation.

13 l. Groundwater - Water beneath the surface of the  
14 ground and within the zone of saturation; i.e.,  
15 below the existing water table, whether or not  
16 flowing through known and definite channels.

17 m. Harper Lake Basin - That portion of the Centro  
18 Subarea identified as such on Exhibit "A".

19 n. Lower Narrows - The United States Geological Survey  
20 gauging station "Mojave River near Victorville,  
21 CA."

22 o. Makeup Water - Water needed to satisfy a Minimum  
23 Subarea Obligation.

24 p. Makeup Obligation - The obligation of a Subarea to  
25 pay for Makeup Water to satisfy its Subarea  
26 Obligation.

27 q. Minimal Producer - Any Person whose Base Annual  
28 Production, as verified by MWA is not greater than

1 ten (10) acre-feet. A Person designated as a  
2 Minimal Producer whose Annual Production exceeds  
3 ten (10) acre-feet in any Year following the date  
4 of entry of Judgment is no longer a Minimal  
5 Producer.

6 r. Minimum Subarea Obligation - The minimum Annual  
7 amount of water a Subarea is obligated to provide  
8 to an adjoining downstream Subarea or the  
9 Transition Zone or, in the case of the Baja  
10 Subarea, the minimum Annual Subsurface Flow at the  
11 MWA eastern boundary toward Afton in any Year, as  
12 set forth in Exhibit "G".

13 s. Mojave Basin Area or Basin Area - The area shown on  
14 Exhibit "A" that lies within the boundaries of the  
15 line labelled "Limits of Adjudicated Area" which  
16 generally includes the area tributary to the Mojave  
17 River and its tributaries except for such area not  
18 included within the Mojave Water Agency's  
19 jurisdiction.

20 t. MWA - Cross complainant Mojave Water Agency.

21 u. Overdraft - A condition wherein the current total  
22 Annual Consumptive Use of water in the Mojave Basin  
23 Area or any of its Subareas exceeds the long term  
24 average Annual natural water supply to the Basin  
25 Area or Subarea.

26 v. Party (Parties) - Any Person(s) named in this  
27 action who has intervened in this case or has

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1 become subject to this Judgment either through  
2 stipulation, default, trial or otherwise.

3 w. Person(s) - Any natural person, firm, association,  
4 organization, joint venture, partnership, business,  
5 trust, corporation, or public entity.

6 x. Produce - To pump or divert water.

7 y. Producer(s) - A Person, other than a Minimal  
8 Producer, who Produces water.

9 z. Production - Annual amount of water produced,  
10 stated in acre-feet of water.

11 aa. Production Safe Yield - The highest average Annual  
12 Amount of water that can be produced from a  
13 Subarea: (1) over a sequence of years that is  
14 representative of long-term average annual natural  
15 water supply to the Subarea net of long-term  
16 average annual natural outflow from the Subarea,  
17 (2) under given patterns of Production, applied  
18 water, return flows and Consumptive Use, and (3)  
19 without resulting in a long-term net reduction of  
20 groundwater in storage in the Subarea.

21 bb. Purpose of Use - The broad category of type of  
22 water use including but not limited to municipal,  
23 irrigation, industrial, aquaculture, and lakes  
24 purposes. A change in Purpose of Use includes any  
25 reallocation of water among mixed or sequential  
26 uses, excluding direct reuse of municipal  
27 wastewater.

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cc. Recirculated Water - Water that is Produced but not consumed by the Parties listed in Table B-2 of Exhibit "B" and then returned either to the Mojave River or to the Groundwater basin underlying the place of use.

dd. Replacement Obligation - The obligation of a Producer to pay for Replacement Water for Production from a Subarea in any Year in excess of the sum of such Producer's share of that Year's Free Production Allowance for the Subarea plus any Production pursuant to a Carry Over Right.

ee. Replacement Water - Water purchased by Watermaster or otherwise provided to satisfy a Replacement Obligation.

ff. Responsible Party - The Person designated by a Party as the Person responsible for purposes of filing reports and receiving notices pursuant to the provisions of this Judgment.

gg. Stored Water - Water held in storage pursuant to a Storage Agreement with Watermaster.

hh. Storm Flow - That portion of the total surface flow originating from precipitation and runoff without having first percolated to Groundwater storage in the zone of saturation and passing a particular point of reckoning, as determined annually by the Watermaster.

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1 ii. Subareas - The five Subareas of the Mojave Basin  
2 Area -- Este, Oeste, Alto, Centro and Baja -- as  
3 shown on Exhibit "A".

4 jj. Subarea Obligation - The average Annual amount of  
5 water that a Subarea is obligated to provide to an  
6 adjoining downstream Subarea or the Transition Zone  
7 or, in the case of the Baja Subarea, the average  
8 Annual Subsurface Flow toward Afton at the MWA  
9 eastern boundary as set forth in Exhibit "G".

10 kk. Subsurface Flow - Groundwater which flows beneath  
11 the earth's surface.

12 ll. Supplemental Water - Water imported to the Basin  
13 Area from outside the Basin Area, water that would  
14 otherwise be lost from the Basin Area but which is  
15 captured and made available for use in the Basin  
16 Area, or any Producer's share of Free Production  
17 Allowance that is not Produced and is acquired by  
18 Watermaster pursuant to this Judgment.

19 mm. Transition Zone - The portion of the Alto Subarea,  
20 shown on Exhibit "A", that lies generally between  
21 the Lower Narrows and the Helendale Fault.

22 nn. Watermaster - The Person(s) appointed by the Court  
23 to administer the provisions of this Judgment.

24 5. Exhibits. The following exhibits are attached to this  
25 Judgment and made a part hereof.

26 Exhibit "A" - Map entitled, "Map showing Mojave Water  
27 Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and  
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1 Limits of Adjudicated Area Together with Geologic and Other  
2 Pertinent Features."

3 Exhibit "B" - Table entitled, "Table B-1: Table Showing  
4 Base Annual Production and Base Annual Production Right of Each  
5 Producer Within Each Subarea, and Free Production Allowances for  
6 Subareas for First Five Years after entry of the Interlocutory  
7 Judgment" and "Table B-2: Table Showing Total Water Production for  
8 Aquaculture and Recreational Lake Purposes."

9 Exhibit "C" - Engineering Appendix.

10 Exhibit "D" - Time Schedules.

11 Exhibit "E" - List of Producers and Their Designees.

12 Exhibit "F" - Transfers of Base Annual Production Rights.

13 Exhibit "G" - Subarea Obligations.

14 Exhibit "H" - Biological Resource Mitigation.

15 Exhibit "I" - Map Showing Potential Groundwater Recharge  
16 Areas

17 B. DECLARATION OF HYDROLOGIC CONDITIONS.

18 6. Mojave Basin Area as Common Source of Supply. The  
19 area shown on Exhibit "A" as the Mojave Basin Area is comprised of  
20 five Subareas. The waters derived from the Mojave River and its  
21 tributaries constitute a common source of supply of the five  
22 Subareas and of the Persons producing therefrom.

23 7. Existence of Overdraft. In each and every Year, for  
24 a period in excess of five (5) years prior to the May 30, 1990  
25 filing date of Plaintiffs' Complaint, the Mojave Basin Area and  
26 each of its respective Subareas have been and are in a state of  
27 Overdraft, and it is hereby found that there is no water available

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1 for Production from the Basin Area or any Subarea therein except  
2 pursuant to this Judgment.

3 C. DECLARATION OF RIGHTS AND OBLIGATIONS.

4 8. Production Rights of the Parties. The Base Annual  
5 Production and Base Annual Production Right of each Party are  
6 declared as set forth in Table B-1 of Exhibit "B". Certain Parties  
7 also have the right to continue to Produce Recirculated Water in  
8 the amounts set forth in Table B-2 of Exhibit "B", subject to the  
9 following:

10 a. Aquaculture. Two of the Producers listed in  
11 Table B-2 of Exhibit "B", California Department of Fish and Game  
12 Mojave River Fish Hatchery (Hatchery) and Jess Ranch Water Company  
13 (Jess), Produce Recirculated Water for Aquaculture. The Hatchery  
14 and Jess or their successors or assignees shall have the right to  
15 continue to Produce up to the amounts listed in Table B-2 of  
16 Exhibit "B" as Recirculated Water for Aquaculture on the property  
17 where it was used in the Year for which Base Annual Production was  
18 verified. Production of such amount of Recirculated water by Jess  
19 shall be free of any Replacement Water Assessments, Makeup Water  
20 Assessments or Administrative Assessments but shall be subject to  
21 Biological Resources Assessments and each Jess well producing  
22 Recirculated Water shall be subject to an Annual administrative fee  
23 equal to the lowest Annual fee paid to MWA by a Minimal Producer.  
24 Neither the Hatchery nor Jess Recirculated Water may be transferred  
25 or used for any other purpose or transferred for use on any other  
26 property, except as provided in Paragraph 7 of Exhibit "F" for the  
27 Hatchery. Any Production of Recirculated Water by Jess in excess  
28 of the amount shown in Table B-2 shall be subject to all

1 Assessments. Production of Recirculated Water by the Hatchery will  
2 be subject to the rules set forth in Paragraph 7 of Exhibit "F".  
3 All Jess Aquaculture Recirculated Water shall be discharged  
4 immediately and directly to the Mojave River.

5 b. Camp Cady. One Producer listed in Table B-2 of  
6 Exhibit "B", California Department of Fish and Game-Camp Cady (Camp  
7 Cady), Produces Recirculated Water for Lakes containing Tui Chub,  
8 an endangered species of fish. Camp Cady or its successors or  
9 assignees shall have the right to continue to Produce up to the  
10 amount listed in Table-B-2 of Exhibit "B" as Recirculated Water at  
11 Camp Cady. Production of each amount of Recirculated water shall  
12 be free of any Assessments. Camp Cady Recirculated Water may not  
13 be transferred or used for any other purpose or transferred for use  
14 on any other property. Any Production of Recirculated Water by  
15 Camp Cady in excess of the amount shown in Table B-2 of Exhibit "B"  
16 shall be subject to all Assessments except Biological Resource  
17 Assessments. All Camp Cady Recirculated Water shall be allowed to  
18 percolate immediately and directly to the Groundwater basin  
19 underlying Camp Cady.

20 c. Recreational Lakes in Baja Subarea. All  
21 Producers listed in Table B-2 of Exhibit "B" except the Hatchery,  
22 Jess and Camp Cady Produce Recirculated Water for recreational  
23 lakes in the Baja Subarea. Such Producers or their successors or  
24 assignees shall have the right to continue to Produce up to the  
25 amounts identified in Table B-2 of Exhibit "B" as Recirculated  
26 Water for use in recreational lakes on the property where it was  
27 used in the Year for which Base Annual Production was verified,  
28 free of any Replacement Water Assessments, Makeup Water

1 Assessments, or Administrative Assessments, but such Production  
2 shall be subject to any Biological Resource Assessment. Each well  
3 producing such Recirculated Water shall be subject to an Annual  
4 administrative fee equal to the lowest Annual fee paid by a Minimal  
5 Producer. Recirculated Water cannot be transferred or used for any  
6 other purpose. All recreational lake Recirculated Water shall be  
7 allowed to percolate immediately and directly to the Groundwater  
8 basin underlying the recreational lake.

9 9. MWA Obligations. The Physical Solution is intended  
10 to provide for delivery and equitable distribution to the  
11 respective Subareas by MWA of the best quality of Supplemental  
12 Water reasonably available. MWA shall develop conveyance or other  
13 facilities to deliver this Supplemental Water to the areas depicted  
14 in Exhibit "I," unless prevented by forces outside its reasonable  
15 control such as an inability to secure financing consistent with  
16 sound municipal financing practices and standards.

17 a. Secure Supplemental Water. MWA, separate and  
18 apart from its duties as the initial Watermaster designated under  
19 this Judgment, shall exercise its authority under Sections 1.5 and  
20 15 of the MWA Act to pursue promptly, continuously and diligently  
21 all reasonable sources to secure Supplemental Water as necessary to  
22 fully implement the provisions of this Judgment.

23 b. Supplemental Water Prices. The MWA shall  
24 establish fair and equitable prices for Supplemental Water  
25 delivered to the Watermaster under this Judgment.

26 c. Supplemental Water Delivery Plan. Not later  
27 than September 30, 1996, MWA shall prepare a report on potential  
28 alternative facilities or methods to deliver Supplemental Water to

1 the areas shown on Exhibit "I." The report shall include, for each  
2 alternative, a development time schedule, a summary of cost  
3 estimates, an analysis of the relative benefits to Producers in  
4 each Subarea and an analysis of alternative methods of financing  
5 and cost allocation, including any state or federal sources of  
6 funding that may be available.

7 d. Water Delivery Cost Allocation. The report  
8 required by subdivision (c) above shall recommend methods of  
9 financing and cost allocation that are based on benefits to be  
10 received. MWA's cost allocation plan shall be subject to Court  
11 review as provided in subdivision (f) below to verify that costs  
12 are allocated fairly and according to benefits to be received. The  
13 MWA financing and cost allocation plan may include a mix of revenue  
14 sources including the following:

15 (1) Developer or connection fees to the  
16 extent MWA can demonstrate a nexus, as  
17 required by law, between the fees and the  
18 impact of the development upon the water  
19 resources of the Mojave Basin Area and  
20 each subarea thereof;

21 (2) Other methods of financing available to  
22 MWA, including but not limited to  
23 property based taxes, assessments or  
24 standby charges;

25 (3) Water sales revenues, but only to the  
26 extent other sources are not available or  
27 appropriate, and in no event shall the  
28 water sales price to cover facility

1 capital costs exceed a rate equal to  
2 fifty percent of the variable cost rate  
3 charged to MWA under its contract for  
4 water delivery from the California State  
5 Water Project;

6 e. Legislative Changes. MWA shall seek promptly  
7 to have enacted amendments to the MWA Act (Water Code Appendix,  
8 Part 97) that allow MWA to implement any methods of governmental  
9 financing available to any public entity in California.

10 f. Court Review and Determination of Benefit. Not  
11 later than September 30, 1996, MWA shall submit its report to the  
12 Court in a noticed motion pursuant to Paragraph 36. The report  
13 shall set forth MWA's recommendations as to the following: (1)  
14 which alternatives should be implemented; (2) methods of cost  
15 allocation for the recommended alternatives; (3) financing for the  
16 recommended alternatives; and (4) a time schedule to complete the  
17 recommended alternatives. The Court may approve or reject the  
18 recommendations. The Court may further order the use of  
19 alternatives and time schedules or it may order additional studies  
20 and resubmittals, as it may deem proper.

21 10. Priority and Determination of Production Rights.  
22 The water rights involved herein are of differing types and  
23 commenced at different times. Many of the rights involved are  
24 devoted to public uses. The Declaration of Water Rights that is  
25 part of the judgment and the Physical Solution decreed herein takes  
26 into consideration the competing priorities which have been  
27 asserted in addition to the equitable principles applicable to  
28 apportionment of water in this situation. The following factors

1 have been considered in the formulation of each Producer's Base  
2 Annual Production Right:

3 a. The Mojave Basin Area and each of its hydrologic  
4 Subareas have continuously for many Years been in a state of  
5 system-wide Overdraft;

6 b. All Producers have contributed to the Overdraft;

7 c. None of the priorities asserted by any of the  
8 Producers is without dispute;

9 d. Under the complex scheme of California water  
10 law, the allocation of water and rights mechanically based upon the  
11 asserted priorities would be extremely difficult, if not  
12 impossible, and would not result in the most equitable  
13 apportionment of water;

14 e. Such mechanical allocation would, in fact,  
15 impose undue hardship on many Parties;

16 f. There is a need for conserving and making  
17 maximum beneficial use of the water resources of the State;

18 g. The economy of the Mojave Basin Area has to a  
19 great extent been established on the basis of the existing  
20 Production;

21 h. The Judgment and Physical Solution take into  
22 consideration the unique physical and climatic conditions of the  
23 Mojave Basin Area, the Consumptive Use of water in the several  
24 sections of the Basin, the character and rate of return flows, the  
25 extent of established uses, the availability of storage water, the  
26 relative benefits and detriments between upstream areas and  
27 downstream areas if a limitation is imposed on one and not the

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1 other, and the need to protect public interest and public trust  
2 concerns.

3 In consideration of the foregoing factors, and in  
4 accordance with the terms and conditions of this Judgment, the  
5 Parties are estopped and barred from asserting special priorities  
6 or preferences.

7 11. Exercise of Carry Over Rights. The first water  
8 Produced by a Producer during any Year shall be deemed to be an  
9 exercise of any Carry Over Right. Such Carry Over Right may be  
10 transferred in accordance with Exhibit "F".

11 12. Production Only Pursuant to Judgment. This  
12 Judgment, and the Physical Solution decreed herein, addresses all  
13 Production within the Mojave Basin Area. Because of the existence  
14 of Overdraft, any Production outside the framework of this Judgment  
15 and Physical Solution will contribute to an increased Overdraft,  
16 potentially damage the Mojave Basin Area and public interests in  
17 the Basin Area, injure the rights of all Parties, and interfere  
18 with the Physical Solution. Watermaster shall bring an action or  
19 a motion to enjoin any Production that is not pursuant to the terms  
20 of this Judgment.

21 13. Declaration of Subarea Rights and Obligations. In  
22 the aggregate, Producers within certain Subareas have rights, as  
23 against those in adjoining upstream Subareas, to receive average  
24 Annual water supplies and, in any one Year, to receive minimum  
25 Annual water supplies equal to the amounts set forth in Exhibit  
26 "G", in addition to any Storm Flows. In turn, in the aggregate,  
27 Producers within certain Subareas have an obligation to provide to  
28 adjoining downstream Subareas such average Annual water supplies in

1 the amounts and in the manner set forth in Exhibit "G". In any one  
2 Year, Producers within certain Subareas have an obligation to  
3 provide to adjoining downstream Subareas such minimum Annual water  
4 supplies in the amounts and in the manner set forth in Exhibit "G".  
5 The Producers in the Baja Subarea have an obligation to provide  
6 average and minimum Subsurface Flows toward Afton at the MWA  
7 eastern boundary equal to the amounts shown in Exhibit "G".  
8 Producers in each of the Subareas have rights in the aggregate, as  
9 against each adjoining downstream Subarea or, in the case of the  
10 Baja Subarea, as against flows at the MWA eastern boundary toward  
11 Afton, to divert, pump, extract, conserve, and use all surface  
12 water and Groundwater supplies originating therein or accruing  
13 thereto, and so long as the adjoining downstream Subarea  
14 Obligations are satisfied under this Judgment and there is  
15 compliance with all of its provisions. Watermaster shall maintain  
16 a continuing account of the status of each Subarea's compliance  
17 with its Subarea Obligation, including any cumulative credits or  
18 debits and any requirement for providing Makeup Water. The  
19 accounting and determinations relative to Subarea Obligations shall  
20 be made in accordance with procedures set forth in Exhibit "G".

21  
22 **III. INJUNCTION**

23 14. Injunction Against Unauthorized Production. Each  
24 and every Party, its officers, agents, employees, successors, and  
25 assigns, is ENJOINED AND RESTRAINED from Producing water from the  
26 Basin Area except pursuant to the provisions of the Physical  
27 Solution in this Judgment.

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1           15. Injunction Re Change in Purpose of Use Without  
2 Notice Thereof to Watermaster. Each and every Party, its officers,  
3 agents, employees, successors, and assigns, is ENJOINED AND  
4 RESTRAINED from changing its Purpose of Use at any time without  
5 first notifying Watermaster of the intended change.

6           16. Injunction Against Unauthorized Recharge. Each and  
7 every Party, its officers, agents, employees, successors and  
8 assigns, is ENJOINED AND RESTRAINED from claiming any right to  
9 recapture Water that has been recharged in the Basin Area except  
10 pursuant to a Storage Agreement with Watermaster. This provision  
11 does not prohibit Parties from importing Supplemental Water into  
12 the Basin Area for direct use.

13           17. Injunction Against Transportation from Mojave Basin  
14 Area. Except upon further order of the Court, each and every  
15 Party, its officers, agents, employees, successors and assigns, is  
16 ENJOINED AND RESTRAINED from transporting water hereafter Produced  
17 from the Basin Area to areas outside the Basin Area.

18           18. Injunction Against Diverting Storm Flows. No Party  
19 may undertake or cause the construction of any project that will  
20 directly reduce the amount of Storm Flow that would otherwise go  
21 through the naturally occurring hydrologic regime to a downstream  
22 Subarea or that will reduce the surface area over which Storm Flow  
23 currently occurs by alteration to the bed of the Mojave River.  
24 This paragraph shall not prevent any flood control agency or  
25 municipality from taking such emergency action as may be necessary  
26 to protect the physical safety of its residents and its structures  
27 from flooding. Any such action shall be done in a manner that will  
28 minimize any reduction in the quantity of Storm Flows.

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IV. CONTINUING JURISDICTION

19. Jurisdiction Reserved. Full jurisdiction, power and authority are retained by and reserved to the Court for purposes of enabling the Court upon the application of any Party, by a motion noticed in accordance with the notice procedures of Paragraph 36 hereof, to make such further or supplemental order or directions as may be necessary or appropriate for interim operation before the Physical Solution is fully operative, or for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed; provided, that nothing in this paragraph shall authorize either a reduction of the Base Annual Production Right of any Party, except in accordance with the rules set forth in Exhibit "F", or a reduction of the Base Flow portion of any Subarea Obligation.

V. Physical Solution

A. GENERAL

20. Purpose and Objective. The Court hereby declares and decrees that the Physical Solution herein contained: 1) is a fair and equitable basis for satisfaction of all water rights in the Mojave Basin Area; 2) is in furtherance of the mandate of the State Constitution and the water policy of the State of California; and 3) takes into account applicable public trust interests; and therefore adopts and orders the Parties to comply with the Physical Solution. As noted in Paragraph 3 of this Judgment, the declaration of rights and obligations of the Parties and Subareas is a necessary component of this Physical Solution. The purpose of

1 the Physical Solution is to establish a legal and practical means  
2 for making the maximum reasonable beneficial use of the waters of  
3 the Basin Area by providing for the long-term conjunctive  
4 utilization of all water available thereto to meet the reasonable  
5 beneficial use requirements of water users therein.

6 21. Need for Flexibility. It is essential that this  
7 Physical Solution provide maximum flexibility and adaptability in  
8 order that the Court may be free to use existing and future  
9 technological, social, institutional and economic options in order  
10 to maximize reasonable beneficial use of the waters of the Basin  
11 Area. To that end, the Court's retained jurisdiction may be  
12 utilized where appropriate, to supplement the Physical Solution.

13 22. General Pattern of Operations. The Producers will  
14 be divided into five Subareas for purposes of administration. The  
15 Subarea rights and obligations are herein decreed. A fundamental  
16 premise of the Physical Solution is that all Parties will be  
17 allowed, subject to this Judgment, to Produce sufficient water to  
18 meet their reasonable beneficial use requirements. To the extent  
19 that Production by a Producer in any Subarea exceeds such  
20 Producer's share of the Free Production Allowance of that Subarea,  
21 Watermaster will provide Replacement Water to replace such excess  
22 Production according to the methods set forth herein. To the  
23 extent that any Subarea incurs a Makeup Obligation, Watermaster  
24 will provide Supplemental Water to satisfy such Makeup Obligation  
25 according to the methods set forth herein. For the initial five  
26 (5) full Years after entry of this Judgment (including any  
27 interlocutory Judgment), the Free Production Allowance for each  
28 Subarea shall be set as the amount of water equal to the following

1 percentages of the aggregate Base Annual Production for that  
2 Subarea:

	<u>Judgment Year</u>	<u>Percentage</u>	
3			
4	1993-1994	First Full Year	100
5	1994-1995	Second Full Year	95
6	1995-1996	Third Full Year	90
7	1996-1997	Fourth Full Year	85
8	1997-1998	Fifth Full Year	80

9 The extent of Overdraft now varies between Subareas and the  
10 reasonableness of any physical solution as applied to each Producer  
11 depends in part upon such Producer's foreseeable needs and the  
12 present and future availability of water within the Subarea in  
13 which each Producer is located. The Physical Solution described in  
14 this Judgment in part generally contemplates (i) initially allowing  
15 significant unassessed production on a substantially uniform basis  
16 for all Producers and Subareas and (ii) a phasing in of the  
17 monetary obligations necessary to obtain Supplemental Water. The  
18 above two provisions will affect each Subarea differently, may not  
19 be sufficient to ultimately eliminate the condition of Overdraft in  
20 each Subarea and could result in increased Overdraft within a  
21 Subarea. Any adverse impact to any Subarea caused by the  
22 implementation of the provisions shall be the responsibility of the  
23 Producers in each such Subarea.

24 B. ADMINISTRATION.

25 23. Administration by Watermaster. Watermaster shall  
26 administer and enforce the provisions of the Judgment and any  
27 subsequent instructions or orders of this Court.

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1           (a) Standard of Performance. Watermaster shall, in  
2 carrying out its duties, powers and responsibilities herein, act in  
3 an impartial manner without favor or prejudice to any Subarea,  
4 Producer, Party or Purpose of Use.

5           (b) Removal of Watermaster. Full jurisdiction, power  
6 and authority are retained and reserved by the Court for the  
7 purpose of enabling the Court on its own motion, or upon  
8 application of any Party, and upon notice in accordance with the  
9 notice procedures of paragraph 36 hereof, and after hearing  
10 thereon, to remove any appointed Watermaster and substitute a new  
11 Watermaster in its place. The Court shall find good cause for the  
12 removal of Watermaster upon a showing that Watermaster has failed  
13 to perform its duties, powers and responsibilities in an impartial  
14 manner, or has otherwise failed to act in the manner consistent  
15 with the provisions set forth in this Judgment or subsequent order  
16 of the Court.

17           (c) MWA Appointed as Initial Watermaster. The MWA is  
18 hereby appointed, until further order of the Court, as Watermaster  
19 to administer and enforce the provisions of this Judgment and any  
20 subsequent orders of this Court issued in the performance of its  
21 continuing jurisdiction. In carrying out this appointment, MWA  
22 shall segregate and separately exercise in all respects the  
23 Watermaster powers delegated by the Court under this Judgment from  
24 MWA's statutory powers. All funds received, held, and disbursed by  
25 MWA as Watermaster shall be by way of separate Watermaster  
26 accounts, subject to separate accounting and auditing. Meetings  
27 and hearings held by the MWA Board of Directors when acting as  
28 Watermaster shall be noticed and conducted separately from MWA

1 meetings. All Watermaster staff and consultant functions shall be  
2 separate and distinct from MWA staff and consultant functions;  
3 provided, however, that pursuant to duly adopted Watermaster rules,  
4 which shall be subject to review according to Paragraph 36 hereof,  
5 Watermaster staff and consultant functions may be accomplished by  
6 MWA staff and consultants, subject to strict time and cost  
7 accounting principles so that Watermaster functions, and the  
8 Assessments provided under this Judgment, do not subsidize, and are  
9 not subsidized by, MWA functions. Subject to these principles, MWA  
10 shall implement practicable cost efficiencies through consolidation  
11 of Watermaster and MWA staff and consultant functions.

12           24.   Powers and Duties. Subject to the continuing  
13 supervision and control of the Court, Watermaster shall have and  
14 may exercise the following express powers, and shall perform the  
15 following duties, together with any specific powers, authority and  
16 duties granted or imposed elsewhere in this Judgment or hereafter  
17 ordered or authorized by the Court in the exercise of its  
18 continuing jurisdiction:

19           a.   Rules and Regulations. To adopt any and all  
20 appropriate rules and regulations for conduct pursuant to this  
21 Judgment after public hearing. Notice of hearing and a copy of the  
22 proposed rules and regulations, and any amendments thereof, shall  
23 be mailed to all Parties thirty days prior to the date of the  
24 hearing thereon.

25           b.   Employment of Experts and Agents. To employ  
26 such administrative personnel, engineering, legal, accounting, or  
27 other specialty services and consulting assistants as may be deemed  
28 appropriate in carrying out the terms of this Judgment.

1 c. Makeup and Replacement Obligations. To  
2 determine the Makeup Obligations for each Subarea and Replacement  
3 Obligations for each Producer and each Subarea, pursuant to the  
4 terms of the Judgment.

5 d. Measuring Devices, etc. To adopt rules and  
6 regulations regarding determination of amounts of Production and  
7 installation of individual water meters. The rules and regulations  
8 shall provide for approved devices or methods to measure or  
9 estimate Production. Producers who meter Production on the date of  
10 entry of this Judgment shall continue to meter Production.  
11 Thereafter, Producers who do not meter Production on the effective  
12 date of entry of this Judgment may be required by Watermaster rules  
13 and regulations to install water meters upon a showing that then  
14 employed measurement devices or methods do not accurately determine  
15 actual Production. The rules and regulations shall require that  
16 within three Years after the date of entry of this Judgment, any  
17 Producer who provides piped water for human Consumption to more  
18 than five service connections shall have installed an individual  
19 water meter on each service connection.

20 e. Hydrologic Data Collection. To install, operate  
21 and maintain such wells, measuring devices and/or meters necessary  
22 to monitor stream flow, precipitation and groundwater levels and to  
23 obtain such other data as may be necessary to carry out the  
24 provisions of this Judgment, including a study of the Basin Area  
25 phreatophyte consumptive use.

26 f. Assessments. To set, levy and collect all  
27 Assessments specified herein.

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1                   g. Purchase of and Recharge with Supplemental  
2 Water. In accordance with Paragraph 27, to the extent Supplemental  
3 Water is available and is reasonably needed for Replacement Water  
4 or Makeup Water, to use Replacement Water Assessment proceeds to  
5 purchase Replacement Water, and to use Makeup Water Assessment  
6 proceeds to purchase Makeup Water and to have such Replacement  
7 Water and Makeup Water provided to the appropriate Subarea as soon  
8 as practicable. Watermaster may prepurchase Supplemental Water and  
9 apply subsequent Assessments towards the costs of such  
10 prepurchases.

11                   h. Water Quality. To take all reasonable steps to  
12 assist and encourage appropriate regulatory agencies to enforce  
13 reasonable water quality regulations affecting the Basin Area,  
14 including regulation of solid and liquid waste disposal.

15                   i. Notice List. To maintain a current list of  
16 Responsible Parties to receive notice hereunder.

17                   j. Annual Administrative Budget. To prepare a  
18 proposed administrative budget for each Year, hold hearings  
19 thereon, and adopt an administrative budget according to the time  
20 schedule set forth in Exhibit "D". The administrative budget shall  
21 set forth budgeted items and Administrative Assessments in  
22 sufficient detail to show the allocation of the expense among the  
23 Producers. Following the adoption of the budget, expenditures  
24 within budgeted items may thereafter be made by Watermaster in the  
25 exercise of powers herein granted, as a matter of course.

26                   k. Annual Report to Court.

27                   (1) To file an Annual report with this Court  
28 not later than April 1 of each Year beginning April 1 following the

1 first full Year after entry of Judgment. Prior to filing the  
2 Annual report with the Court, Watermaster shall notify all Parties  
3 that a draft of the report is available for review and shall  
4 provide notice of a hearing to receive comments and recommendations  
5 for changes in the report. The public hearing shall be conducted  
6 on the same date and at the same place as the hearings required by  
7 Paragraphs 3 and 4 of Exhibit "D". The notice of hearing may  
8 include such summary of the draft report as Watermaster may deem  
9 appropriate. Watermaster shall also distribute the report to the  
10 Parties requesting copies.

11 (2) The Annual report shall include an Annual  
12 fiscal report of the preceding Year's operation and shall include  
13 details as to operation of each of the Subareas and an audit of all  
14 Assessments and expenditures pursuant to this Physical Solution and  
15 a review of Watermaster activities pursuant to this Judgment. The  
16 Annual report shall include a compilation of at least the  
17 following:

18 Determinations and data required by:

- 19 i) Paragraph 24(c) (Makeup and Replacement Obligations)  
20 ii) Paragraph 24(e) (Hydrologic Data Collection)  
21 iii) Paragraph 24(g) (Purchase of and Recharge with  
22 Supplemental Water)  
23 iv) Paragraph 24(i) (Notice List)

24 Rules and regulations adopted pursuant to:

- 25 v) Paragraph 24(a) (Rules and Regulations)  
26 vi) Paragraph 24(d) (Measuring Devices, etc.)  
27 vii) Paragraph 24(s) (Storage Agreements)

28 Reports required by:

- 1 viii) Paragraph 24(j) (Annual Administrative Budget)  
2 ix) Paragraph 24(n) (Transfers)  
3 x) Paragraph 24(o) (Free Production Allowance)  
4 xi) Paragraph 24(p) (Production Reports)  
5 xii) Exhibit "D" (Prior Year Report)  
6 xiii) Exhibit "F" (Transfers of Base Annual Production  
7 Rights)  
8 xiv) Exhibit "G" (Status of Subarea Obligation)  
9 xv) Exhibit "H" (Biological Resource Mitigation)

10 1. Investment of Funds. To hold and invest any  
11 funds in investments authorized from time to time for public  
12 agencies in the State of California.

13 m. Borrowing. To borrow in anticipation of receipt  
14 of Assessment proceeds in an amount not to exceed the Annual amount  
15 of Assessments levied but uncollected.

16 n. Transfers. To prepare on an Annual basis and  
17 maintain a report or record of any transfer of Base Annual  
18 Production Rights. Such report or record shall be available for  
19 inspection by any Party upon reasonable notice to the Watermaster.

20 o. Free Production Allowance. Not later than the  
21 end of the 1997-1998 Water Year, and Annually thereafter, to  
22 recommend in the Watermaster Annual Report an adjustment, if  
23 needed, to the Free Production Allowance for any Subarea. In  
24 making its recommendation, Watermaster shall be guided by the  
25 factors set forth in Exhibit "C", including but not limited to an  
26 annual calculation of the change of water in storage. The Annual  
27 report shall include all assumptions and calculations relied upon  
28 in making its recommendations. Following the 1997-1998 Water Year,

1 or any time thereafter, Watermaster shall obtain prior Court  
2 approval for any increase or reduction of any Subarea's Free  
3 Production Allowance. In no event shall a reduction in any Year  
4 for a Subarea exceed five percent of the aggregate Base Annual  
5 Production of that Subarea. In the event Watermaster recommends in  
6 its report to the Court that the Free Production Allowance for any  
7 Subarea may need to be increased or reduced, the Court shall  
8 conduct a hearing, after notice given by Watermaster according to  
9 paragraph 36, upon Watermaster's recommendations and may order such  
10 changes in Subarea Free Production Allowance. The most recent  
11 Subarea Free Production Allowances shall remain in effect until  
12 revised according to this Paragraph 24(o).

13 p. Production Reports. To require each Producer to  
14 file with Watermaster, pursuant to procedures and time schedules to  
15 be established by Watermaster, a report on a form to be prescribed  
16 by Watermaster showing the total Production of such Party for each  
17 reporting period rounded off to the nearest tenth of an acre foot,  
18 and such additional information and supporting documentation as  
19 Watermaster may require.

20 q. Production Adjustment for Change in Purpose of  
21 Use. If Watermaster determines, using the Consumptive Use rates  
22 set forth in Exhibit "F", that a new Purpose of Use of any  
23 Producer's Production for any Year has resulted in a higher rate of  
24 Consumption than the rate applicable to the original Purpose of Use  
25 of that Producer's Production in the Year for which Base Annual  
26 Production was determined, Watermaster shall use a multiplier (1)  
27 to adjust upward such Production for the purpose of determining the  
28 Producer's Replacement Water Assessment and, (2) to adjust upward

1 the Free Production Allowance portion of such Production for the  
2 purpose of determining the Producer's Makeup Water Assessment. The  
3 multiplier shall be determined by dividing the number of acre feet  
4 of Consumption that occurred under the new Purpose of Use by the  
5 number of acre feet of Consumption that would have occurred under  
6 the original Purpose of Use for the same Production.

7 r. Reallocation of Base Annual Production Rights.

8 To reallocate annually the Base Annual Production Rights in each  
9 Subarea to reflect any permanent transfers of such Rights among  
10 Parties.

11 s. Storage Agreements. To enter into Storage  
12 Agreements with any Party in order to accommodate the acquisition  
13 of Supplemental Water. Watermaster may not enter into Storage  
14 Agreements with non-Parties unless such non-Parties become subject  
15 to the provisions of this Judgment and the jurisdiction of the  
16 Court. Such Storage Agreements shall by their terms preclude  
17 operations which will have a substantial adverse impact on any  
18 Producer. If a Party pursuant to a Storage Agreement has provided  
19 for predelivery or postdelivery of Replacement Water for the  
20 Party's use, Watermaster shall at the Party's request credit such  
21 water to the Party's Replacement Obligation. Watermaster shall  
22 adopt uniformly applicable rules for Storage Agreements.  
23 Watermaster shall calculate additions, extractions and losses of  
24 water stored under Storage Agreements and maintain an Annual  
25 account of all such water.

26 t. Subarea Advisory Committee Meetings. To meet on  
27 a regular basis and at least semi-annually with the Subarea  
28 Advisory Committees to review Watermaster activities pursuant to

1 this Judgment and to receive advisory recommendations from the  
2 Subarea Advisory Committees.

3 u. Unauthorized Production. To bring such action  
4 or motion as is necessary to enjoin unauthorized Production as  
5 provided in Paragraph 12 hereinabove.

6 v. Meetings and Records. To ensure that all  
7 meetings and hearings by Watermaster shall be noticed and conducted  
8 according to then current requirements of the Ralph M. Brown Act,  
9 Government Code Sections 54950, et seq. Watermaster files and  
10 records shall be available to any person according to the  
11 provisions of the Public Records Act, Government Code §§ 6200 et  
12 seq.

13 w. Data, Estimates and Procedures. To rely on and  
14 use the best available records and data to support the  
15 implementation of this Judgment. Where actual records of data are  
16 not available, Watermaster shall rely on and use sound scientific  
17 and engineering estimates. Watermaster may use preliminary records  
18 of measurements, and, if revisions are subsequently made,  
19 Watermaster may reflect such revisions in subsequent accounting.  
20 Exhibit "C" sets forth methods and procedures for determining  
21 surface flow components. Watermaster shall use either the same  
22 procedures or procedures that will yield results of equal or  
23 greater accuracy.

24 x. Biological Resource Mitigation. To implement  
25 the Biological Resource Mitigation measures set forth in Exhibit  
26 "H" herein.

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1 C. ASSESSMENTS

2 25. Purpose. Watermaster shall levy and collect  
3 Assessments from the Parties based upon Production in accordance  
4 with the time schedules set forth in Exhibit "D". Watermaster  
5 shall levy and collect such Assessments as follows:

6 a. Administrative Assessments. Administrative  
7 Assessments to fund the Administrative Budget adopted by the  
8 Watermaster pursuant to Paragraph 24(j) shall be levied uniformly  
9 against each acre foot of Production. A Producer who does not  
10 Produce in a given Year shall pay an Administrative Assessment in  
11 amount equal to the lowest MWA assessment for Minimal Producers for  
12 that Year.

13 b. Replacement Water Assessments. Replacement  
14 Water Assessments shall be levied against each Producer on account  
15 of such Producer's Production, after any adjustment pursuant to  
16 Paragraph 24(q), in excess of such Producer's share of the Free  
17 Production Allowance in each Subarea during the prior Year.

18 c. Makeup Water Assessments. Makeup Water  
19 Assessments shall be levied against each Producer in each Subarea  
20 on account of each acre-foot of Production therein which does not  
21 bear a Replacement Assessment hereunder, after any adjustment  
22 pursuant to Paragraph 24(q), to pay all necessary costs of  
23 satisfying the Makeup Obligation, if any, of that Subarea.

24 d. Biological Resource Assessment. To establish  
25 and, to the extent needed, to maintain the Biological Resource  
26 Trust Fund balance at one million dollars (in 1993 dollars)  
27 pursuant to Paragraph 24(x) and Exhibit "H", a Biological Resource  
28 Assessment in an amount not to exceed fifty cents (in 1993 dollars)

1 for each acre-feet of Production shall be levied uniformly against  
2 each producer except the California Department of Fish and Game.

3 e. MWA Assessment of Minimal Producers. The MWA  
4 shall identify and assess Minimal Producers through its own  
5 administrative procedures, and not acting as Watermaster.

6 26. Procedure. Each Party hereto is ordered to pay the  
7 Assessments herein provided for, which shall be levied and  
8 collected in accordance with the procedures and schedules set forth  
9 in Exhibit "D". Any Assessment which becomes delinquent, as  
10 defined in Paragraph 7 of Exhibit "D", shall bear interest at the  
11 then current San Bernardino County property tax delinquency rate  
12 Said interest rate shall be applicable to any said delinquent  
13 Assessment from the due date thereof until paid. Such delinquent  
14 Assessment, together with interest thereon, costs of suit,  
15 attorneys fees and reasonable costs of collection, may be collected  
16 pursuant to motion giving notice to the delinquent Party only, or  
17 Order to Show Cause proceeding, or such other lawful proceeding as  
18 may be instituted by the Watermaster; and shall, if provided for in  
19 the MWA Act, constitute a lien on the property of the Party as of  
20 the same time and in the same manner as does the tax lien securing  
21 County property taxes. The Watermaster shall Annually certify a  
22 list of all such unpaid delinquent Assessments to the MWA (in  
23 accordance with applicable provisions of the MWA Act). The MWA (in  
24 accordance with applicable provisions of the MWA Act) shall include  
25 the names of those Parties and the amounts of the liens in its list  
26 to the County Assessor's Office in the same manner and at the same  
27 time as it does its administrative assessments. MWA shall account  
28 for receipt of all collections of Assessments collected pursuant to

1 this Judgment, and shall pay such amounts collected pursuant to  
2 this Judgment to the Watermaster. The Watermaster shall also have  
3 the ability to enjoin production of those Persons who do not pay  
4 Assessments pursuant to this Judgment.

5           27.     Availability of Supplemental Water.       All  
6 Replacement and Makeup Water Assessments collected by the  
7 Watermaster shall be used to acquire Supplemental Water from MWA.  
8 Watermaster shall determine when to request Supplemental Water from  
9 MWA and shall determine the amount of Supplemental Water to be  
10 requested. MWA shall use its best efforts to acquire as much  
11 Supplemental Water as possible in a timely manner. If MWA  
12 encounters delays in the acquisition of Supplemental Water which,  
13 due to cost increases, results in collected assessment proceeds  
14 being insufficient to purchase all Supplemental Water for which the  
15 Assessments were made, MWA shall purchase as much water as the  
16 proceeds will allow when the water becomes available. If available  
17 Supplemental Water is insufficient to meet all Makeup and  
18 Replacement Water obligations, Watermaster shall allocate the  
19 Supplemental Water for delivery to the Subareas on an equitable and  
20 practicable basis pursuant to duly adopted Watermaster rules and  
21 regulations, giving preference to: First, Transition Zone  
22 Replacement Water Obligations as set forth in Exhibit "G"; Second,  
23 Makeup Water Obligations; and Third, other Replacement Water  
24 Obligations. MWA may acquire Supplemental Water at any time. MWA  
25 shall be entitled to enter into a Storage Agreement with  
26 Watermaster to store water MWA acquires prior to being paid to do  
27 so by Watermaster. Such water, including such water acquired and  
28 stored prior to the date of this Judgment or prior to the entry of

1 a Storage Agreement, may later be used to satisfy MWA's duty under  
2 this paragraph.

3 28. Use of Replacement Water Assessment Proceeds and  
4 Makeup Water Assessment Proceeds. The Proceeds of Replacement  
5 Water Assessments and any interest accrued thereon shall only be  
6 used for the purchase of Replacement Water for that Subarea from  
7 which they were collected. In addition, the proceeds of  
8 Replacement Water Assessments collected on account of Production in  
9 the Transition Zone, except as provided in Exhibit "G", shall only  
10 be used for the purchase of Replacement Water for the Transition  
11 Zone, and the proceeds of Replacement Water Assessments collected  
12 on account of Production in that portion of the Baja Subarea  
13 downstream of the Calico-Newberry fault shall only be used for the  
14 purchase of Replacement Water for that portion of the Baja Subarea  
15 downstream of the Calico-Newberry fault. The proceeds of Makeup  
16 Water Assessments and any interest accrued thereon shall only be  
17 used for the purchase of Makeup Water to satisfy the Makeup  
18 Obligation for which they are collected.

19 29. MWA Annual Report to the Watermaster. MWA shall  
20 Produce and deliver to Watermaster an Annual written report  
21 regarding actions of MWA required by the terms of this Judgment.  
22 The report shall contain: 1) a summary of the actions taken by MWA  
23 in identifying and assessing Minimal Producers, including a report  
24 of Assessments made and collected; 2) a summary of other MWA  
25 activities in collecting Assessment on behalf of Watermaster; 3) a  
26 report of water purchases and water distribution for the previous  
27 Year; 4) actions taken to implement its Regional Water Management  
28 Plan, including actions relating to conveyance facilities referred

1 to in this Judgment. The MWA report will be provided to  
2 Watermaster not less than 30 days prior to the Annual Watermaster  
3 report to the Court required by this Judgment.

4 D. SUBAREA ADVISORY COMMITTEES.

5 30. Authorization. The Producers in each of the five  
6 Subareas are hereby authorized and directed to cause committees of  
7 Producer representatives to be organized and to act as Subarea  
8 Advisory Committees.

9 31. Composition and Election. Each Subarea Advisory  
10 Committee shall consist of five (5) Persons who shall be called  
11 advisors. In the election of advisors, every Party shall be  
12 entitled to one vote for every acre-foot of Base Annual Production  
13 for that Party in that particular Subarea. Parties may cumulate  
14 their votes and give one candidate a number of votes equal to the  
15 number of advisors to be elected multiplied by the number of votes  
16 to which the Party is normally entitled, or distribute the Party's  
17 votes on the same principle among as many candidates as the Party  
18 thinks fit. In any election of advisors, the candidates receiving  
19 the highest number of affirmative votes of the Parties are elected.  
20 Elections shall be held upon entry of this Judgment and thereafter  
21 every third year. In the event a vacancy arises, a temporary  
22 advisor shall be appointed by unanimous decision of the other four  
23 advisors to continue in office until the next scheduled election.  
24 The California Department of Fish and Game shall serve as a  
25 permanent ex-officio member of the Alto and Baja Subarea Advisory  
26 Committees. Rules and regulations regarding organization, meetings  
27 and other activities shall be at the discretion of the individual

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1 Subarea Advisory Committees, except that all meetings of the  
2 committees shall be open to the public.

3 32. Compensation. The Subarea Advisory Committee  
4 members shall serve without compensation.

5 33. Powers and Functions. The Subarea Advisory  
6 Committee for each Subarea shall act in an advisory capacity only  
7 and shall have the duty to study, review and make recommendations  
8 on all discretionary determinations made or to be made hereunder by  
9 Watermaster which may affect that Subarea.

10 E. TRANSFERABILITY.

11 34. Assignment, Transfer, etc. of Rights. In order to  
12 further the purposes of this Judgment and Physical Solution, any  
13 Base Annual Production Right, or any portion thereof, may be sold,  
14 assigned, transferred, licensed or leased pursuant to the rules and  
15 procedures set forth in Exhibit "F".

16 F. MISCELLANEOUS PROVISIONS.

17 35. Water Quality. Nothing in this Judgment shall be  
18 interpreted as relieving any Party of its responsibilities to  
19 comply with state or federal laws for the protection of water  
20 quality or the provisions of any permits, standards, requirements,  
21 or orders promulgated thereunder.

22 36. Review Procedures. Any action, decision, rule or  
23 procedure of Watermaster pursuant to this Judgment shall be subject  
24 to review by the Court on its own motion or on timely motion by any  
25 Party, as follows:

26 a. Effective Date of Watermaster Action. Any  
27 order, decision or action of Watermaster pursuant to this Judgment  
28 on noticed specific agenda items shall be deemed to have occurred

1 on the date of the order, decision or action.

2 b. Notice of Motion. Any Party, may, by a  
3 regularly noticed motion, petition the Court for review of  
4 Watermaster's action or decision pursuant to this Judgment. The  
5 motion shall be deemed to be filed when a copy, conformed as filed  
6 with the Court, has been delivered to Watermaster together with the  
7 service fee established by Watermaster sufficient to cover the cost  
8 to photocopy and mail the motion to each Party. Watermaster shall  
9 prepare copies and mail a copy of the motion to each Party or its  
10 designee according to the official service list which shall be  
11 maintained by Watermaster according to Paragraph 37. A Party's  
12 obligation to serve notice of a motion upon the Parties is deemed  
13 to be satisfied by filing the motion as provided herein. Unless  
14 ordered by the Court, any such petition shall not operate to stay  
15 the effect of any Watermaster action or decision which is  
16 challenged.

17 c. Time for Motion. A motion to review any  
18 Watermaster action or decision shall be filed within ninety (90)  
19 days after such Watermaster action or decision, except that motions  
20 to review Watermaster Assessments hereunder shall be filed within  
21 thirty (30) days of mailing of notice of the Assessment.

22 d. De Novo Nature of Proceeding. Upon filing of a  
23 petition to review Watermaster action, the Watermaster shall notify  
24 the Parties of a date when the Court will take evidence and hear  
25 argument. The Court's review shall be de novo and the Watermaster  
26 decision or action shall have no evidentiary weight in such  
27 proceeding.

28 ///

1 e. Decision. The decision of the Court in such  
2 proceeding shall be an appealable Supplemental Order in this case.  
3 When the same is final, it shall be binding upon Watermaster and  
4 the Parties.

5 f. Payment of Assessments. Payment of Assessments  
6 levied by Watermaster hereunder shall be made pursuant to the time  
7 schedule in Exhibit "D"; notwithstanding any motion for review of  
8 Watermaster actions, decisions, rules or procedures, including  
9 review of Watermaster Assessments.

10 37. Designation of Address for Notice and Service. Each  
11 Party shall designate the name and address to be used for purposes  
12 of all subsequent notices and service herein, either by its  
13 endorsement on the Stipulation for Judgment or by a separate  
14 designation to be filed within thirty (30) days after Judgment has  
15 been entered. Said designation may be changed from time to time by  
16 filing a written notice of such change with Watermaster. Any Party  
17 desiring to be relieved of receiving notices of Watermaster  
18 activity may file a waiver of notice on a form to be provided by  
19 Watermaster. Watermaster shall maintain at all times a current  
20 list of Parties to whom notices are to be sent and their addresses  
21 for purposes of service. Watermaster shall also maintain a full  
22 current list of names and addresses of all Parties or their  
23 successors, as filed herein. Copies of such lists shall be  
24 available to any Person. If no designation is made, a Party's  
25 designee shall be deemed to be, in order of priority: i) the  
26 Party's attorney of record; ii) if the Party does not have an  
27 attorney of record, the Party itself at the address on the  
28 Watermaster list.

1           38. Service of Documents. Delivery to or service upon  
2 any Party by Watermaster, by any other Party, or by the Court, of  
3 any document required to be served upon or delivered to a Party  
4 under or pursuant to the Judgment shall be deemed made if made by  
5 Deposit thereof (or by copy thereof) in the mail, first class,  
6 postage prepaid, addressed to the designee of the Party and at the  
7 address shown in the latest designation filed by that Party.

8           39. No Abandonment of Rights. It is in the interest of  
9 reasonable beneficial use of the Basin Area and its water supply  
10 that no Party be encouraged to take and use more water in any Year  
11 than is actually required. Failure to Produce all of the water to  
12 which a Party is entitled hereunder shall not, in and of itself, be  
13 deemed or constitute an abandonment of such Party's right, in whole  
14 or in part.

15           40. Intervention After Judgment. Any person who is not  
16 a Party or successor to a Party and who proposes to Produce water  
17 from the Basin Area may seek to become a Party to this Judgment  
18 through a Stipulation for Intervention entered into with  
19 Watermaster. Watermaster may execute said Stipulation on behalf of  
20 the other Parties herein but such Stipulation shall not preclude a  
21 Party from opposing such Intervention at the time of the Court  
22 hearing thereon. Said Stipulation for Intervention must thereupon  
23 be filed with the Court, which will consider an order confirming  
24 said intervention following thirty (30) days' notice to the  
25 Parties. Thereafter, if approved by the Court, such intervenor  
26 shall be a Party bound by this Judgment and entitled to the rights  
27 and privileges accorded under the Physical Solution herein.

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EXHIBIT A

MAP OF MOJAVE BASIN AREA

[INDEX MAP AND DETAIL SHEET CONSISTING OF 42  
1" = 4,000' SCALE MAPS COVERING THE BASIN  
AREA; THE MAP IS ON DISPLAY AT THE OFFICE OF  
THE MOJAVE WATER AGENCY, 22450 HEADQUARTERS,  
APPLE VALLEY, CA 92307 AND ON FILE WITH THE  
COURT]

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF BARSTOW, et al.,  
*Plaintiffs,*

vs.

CITY OF ADELANTO, et al.,  
*Defendants.*

Case No. 208568

AND RELATED CROSS-ACTIONS

Volume II  
APPENDIX A  
to the  
**JUDGMENT**

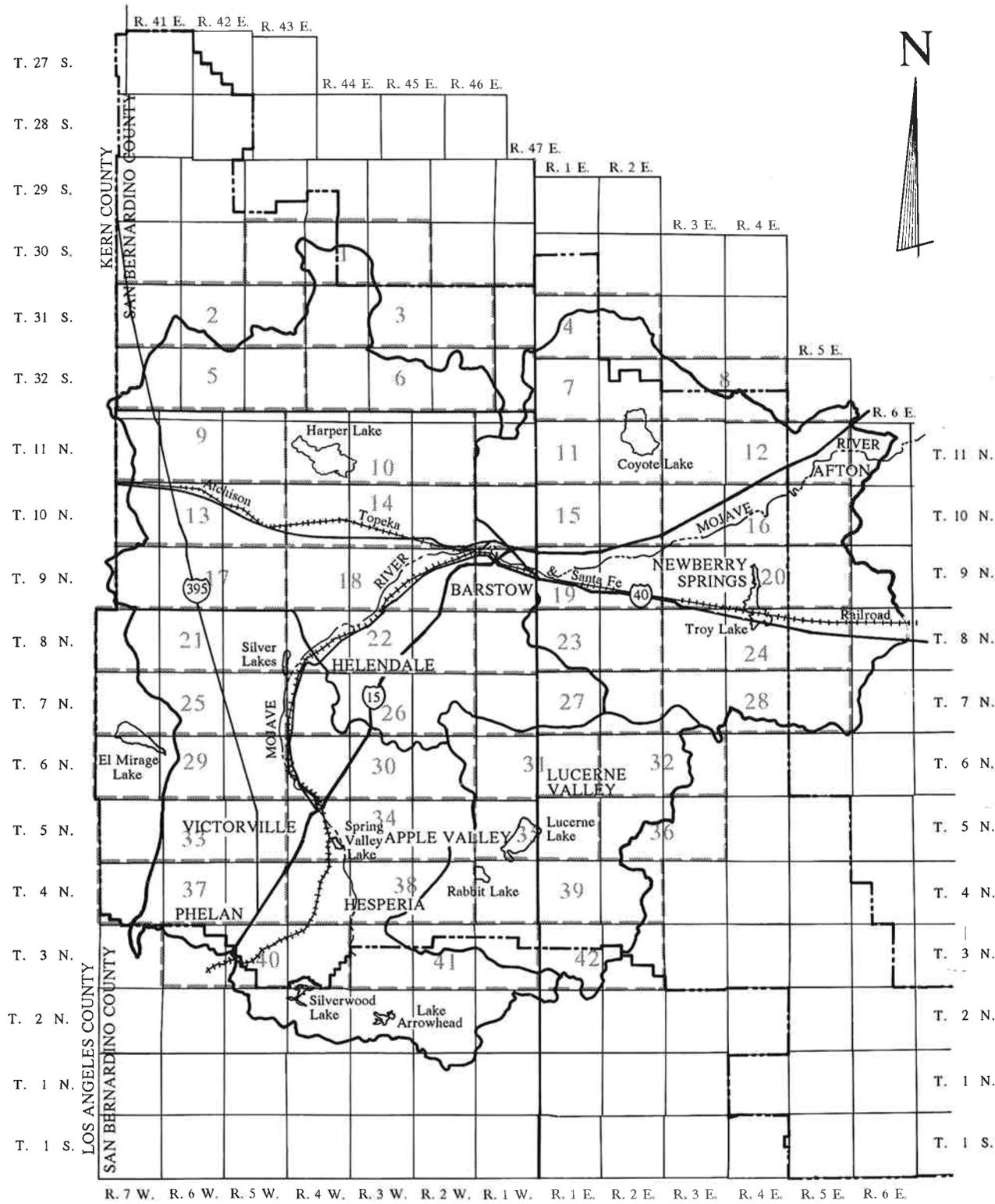
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Volume I	Text and Exhibits B Through I
Volume II	Exhibit A - Maps entitled, "Appendix A, Map Showing Mojave Water Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and Limits of Adjudicated Area Together with Geologic and Other Pertinent Features (contained herein)

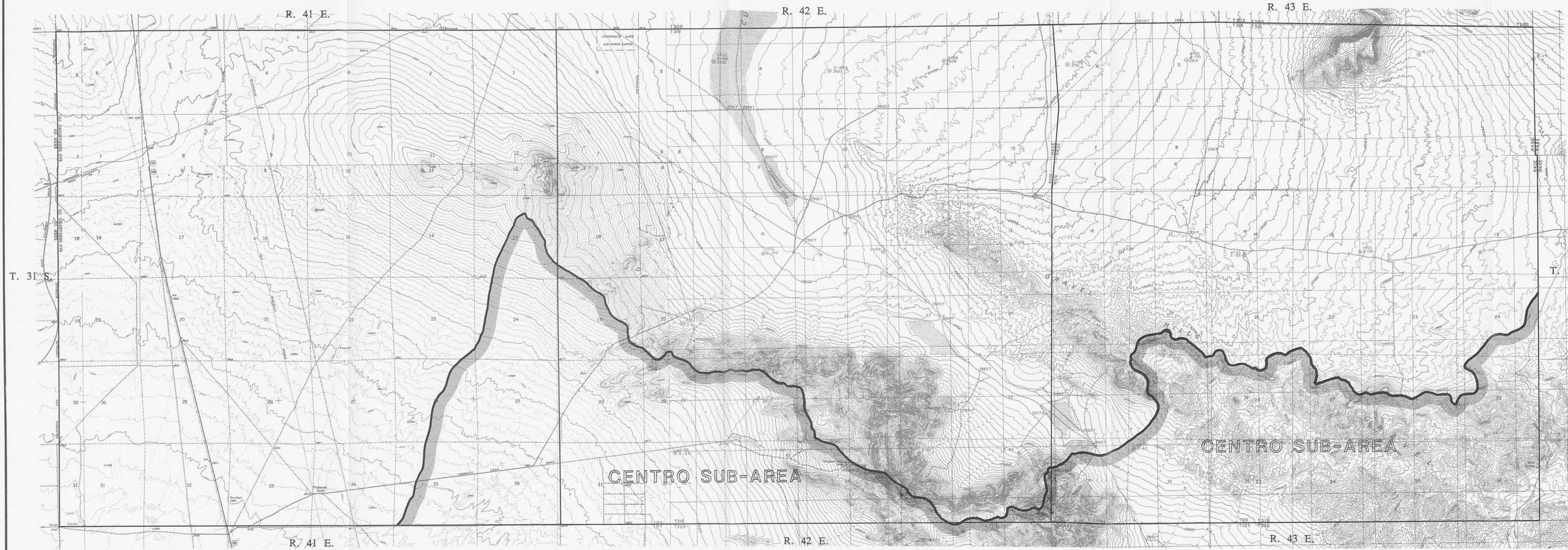
### VOLUME II - EXHIBIT A

- Index of Maps
- Appendix A, Map Showing Mojave Water Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and Limits of Adjudicated Area Together with Geologic and Other Pertinent Features. (42 sheets)

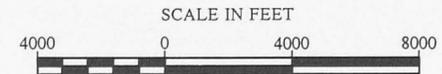


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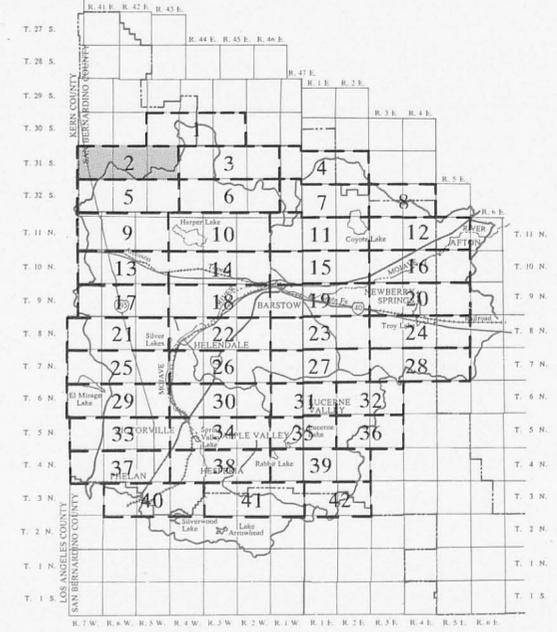




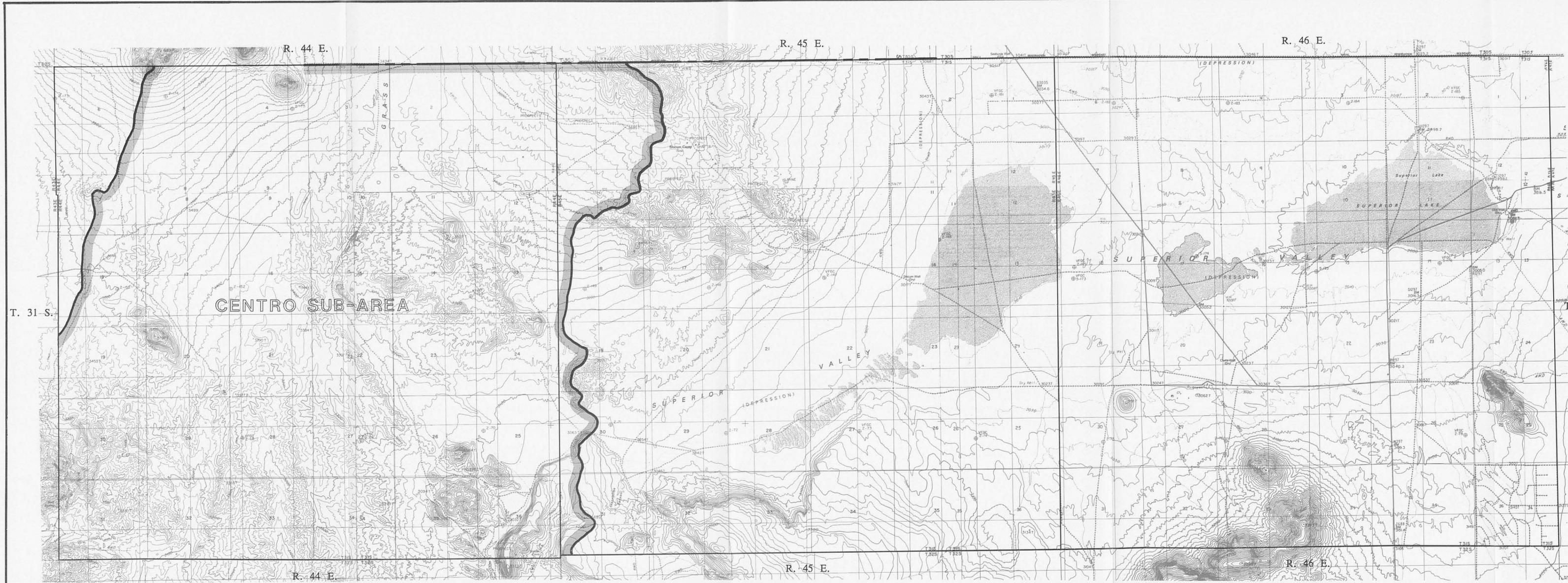
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  - ▒ LIMITS OF ADJUDICATED AREA



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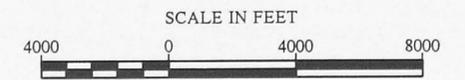


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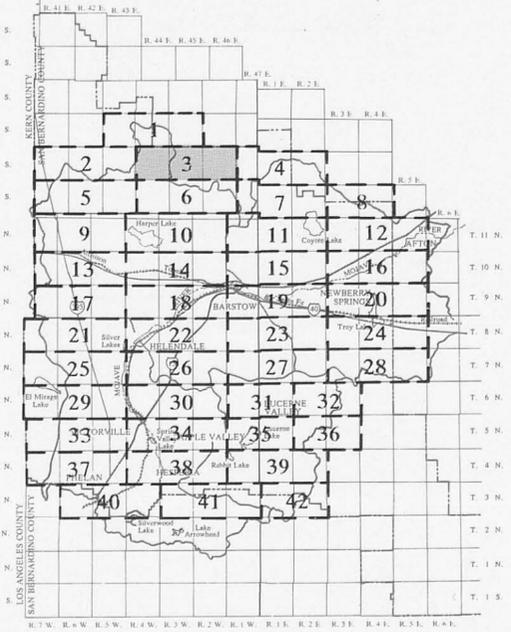


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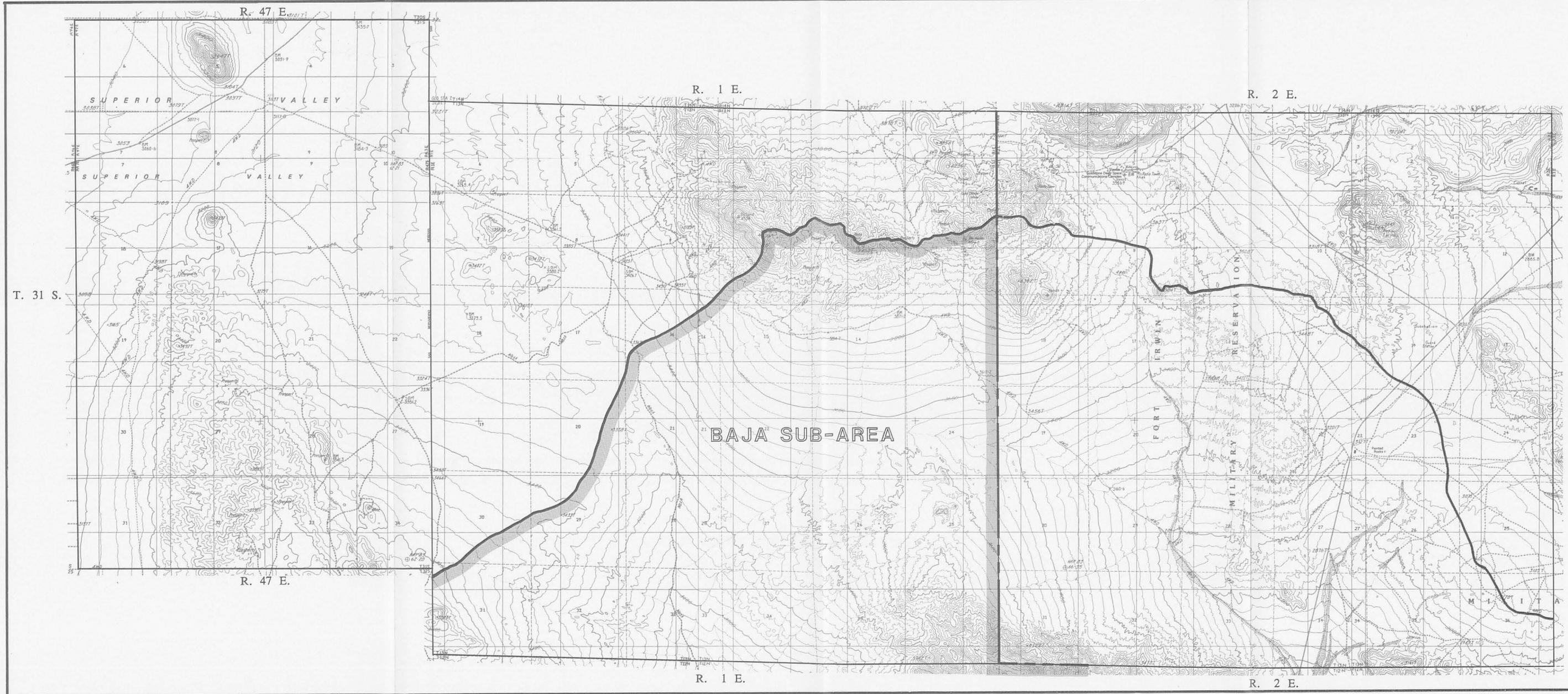
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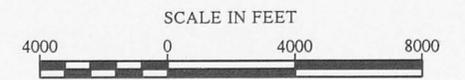
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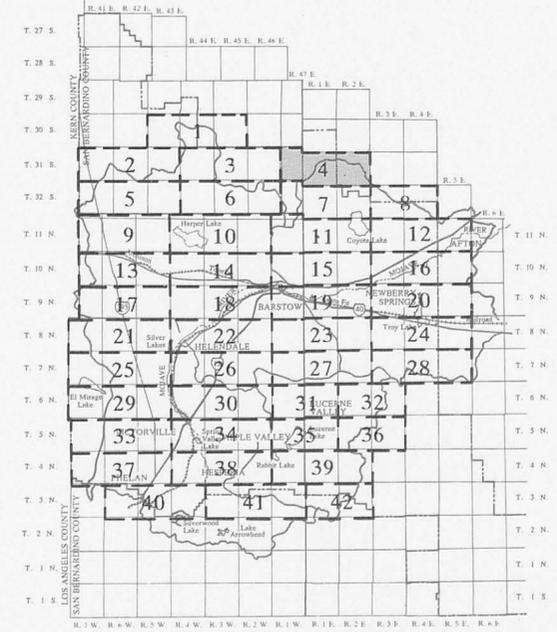
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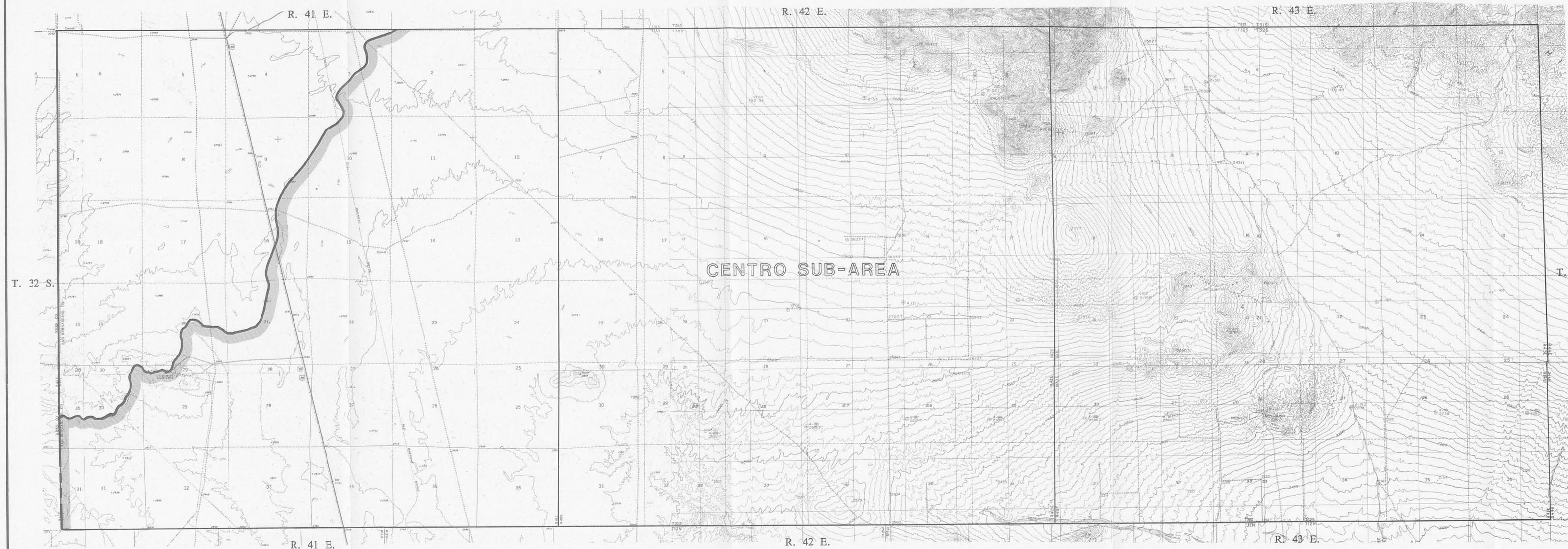
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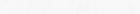
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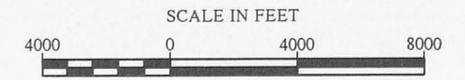


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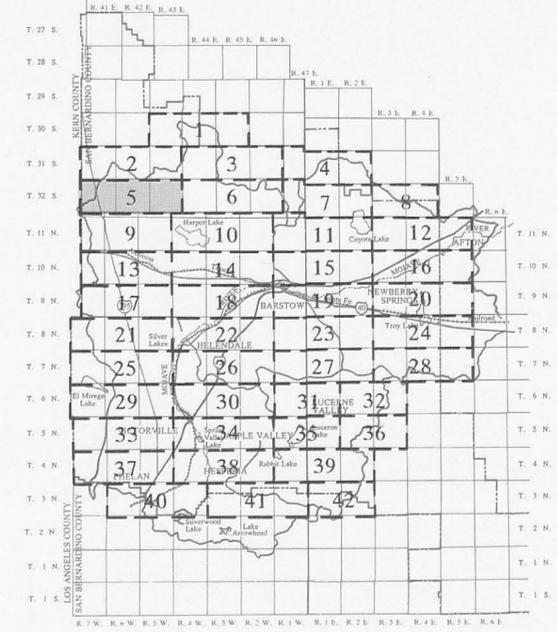


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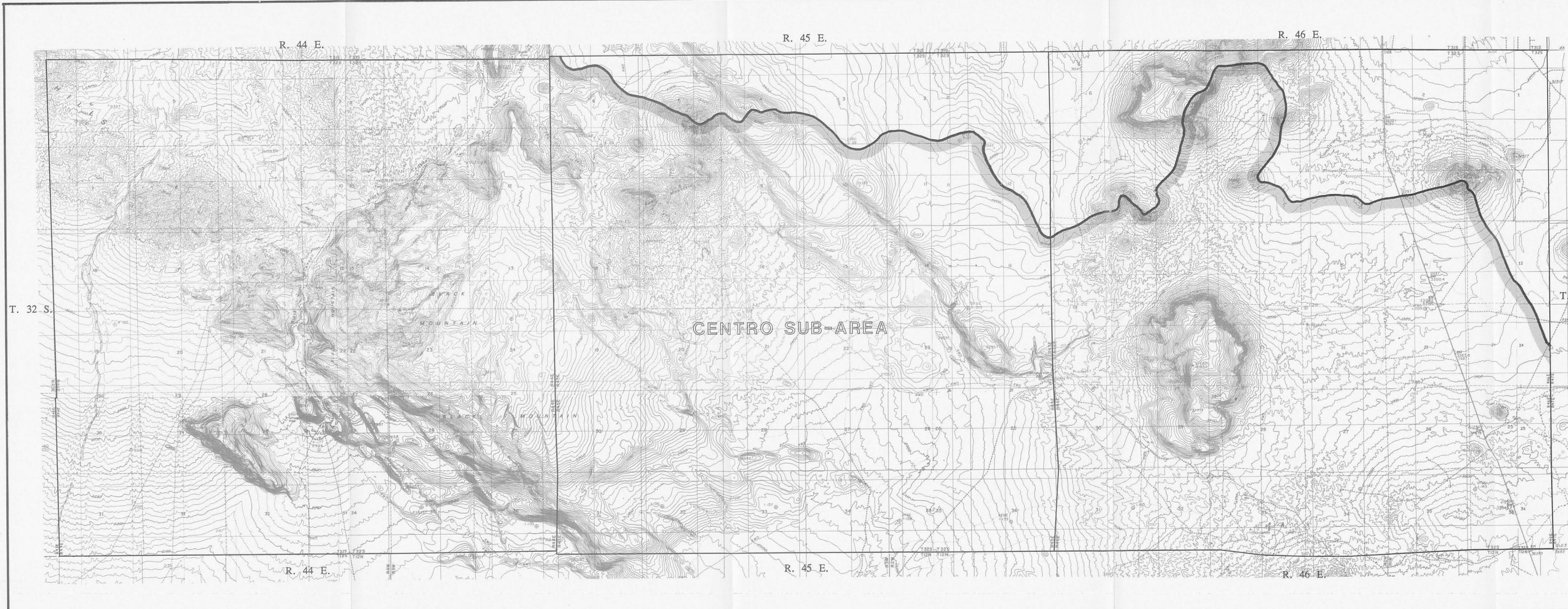
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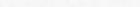
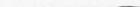
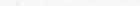
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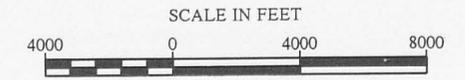


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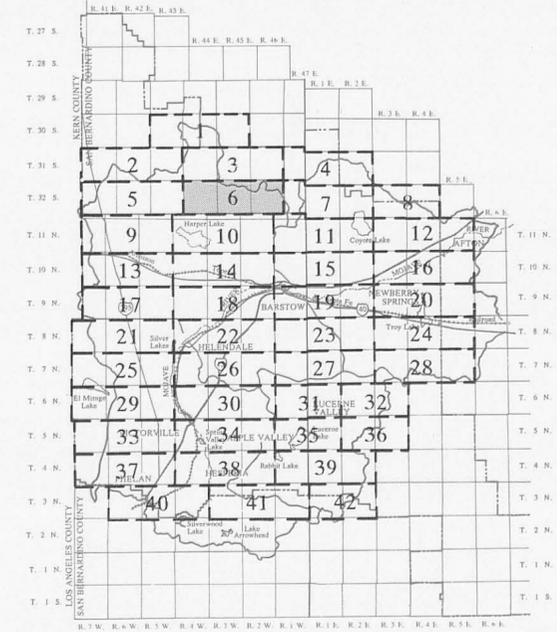


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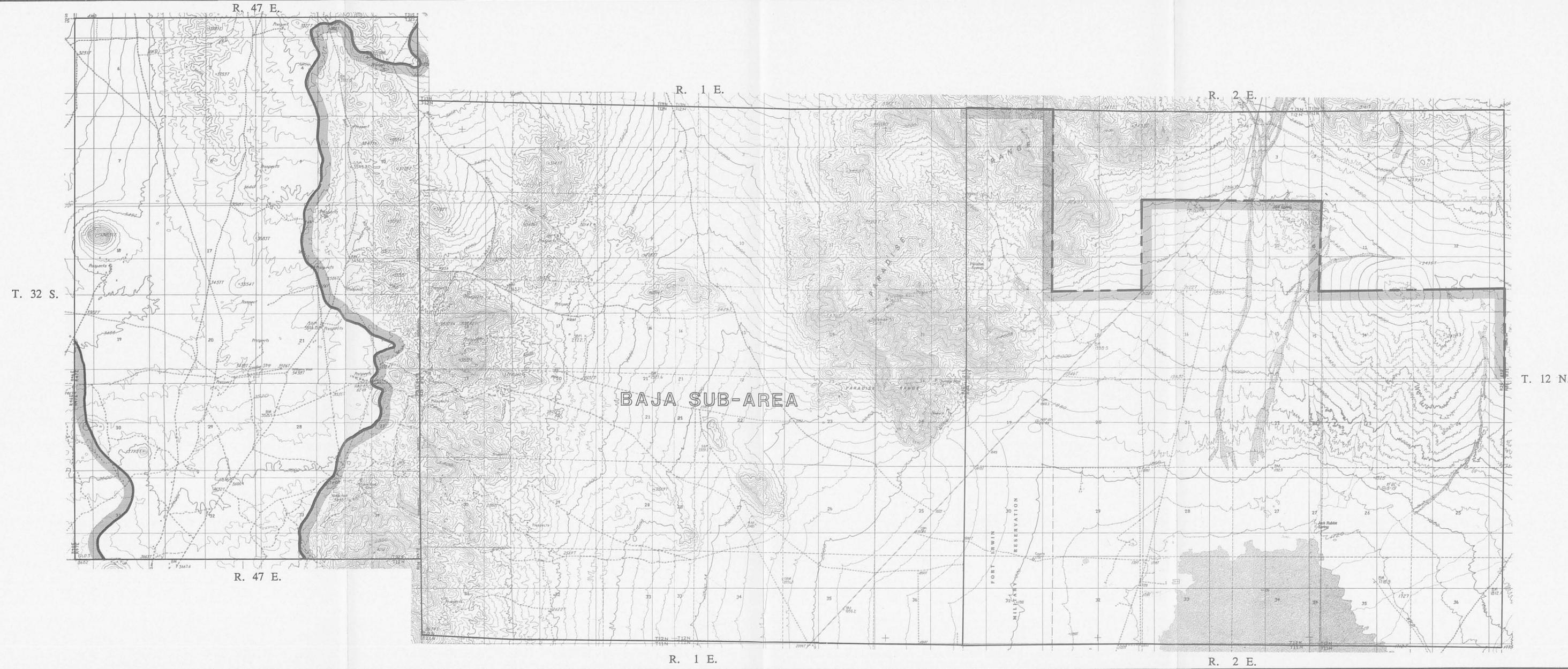
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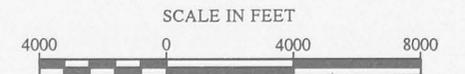
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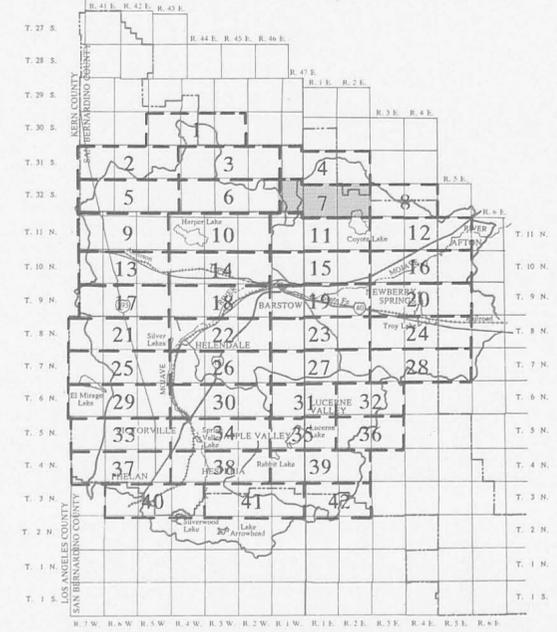
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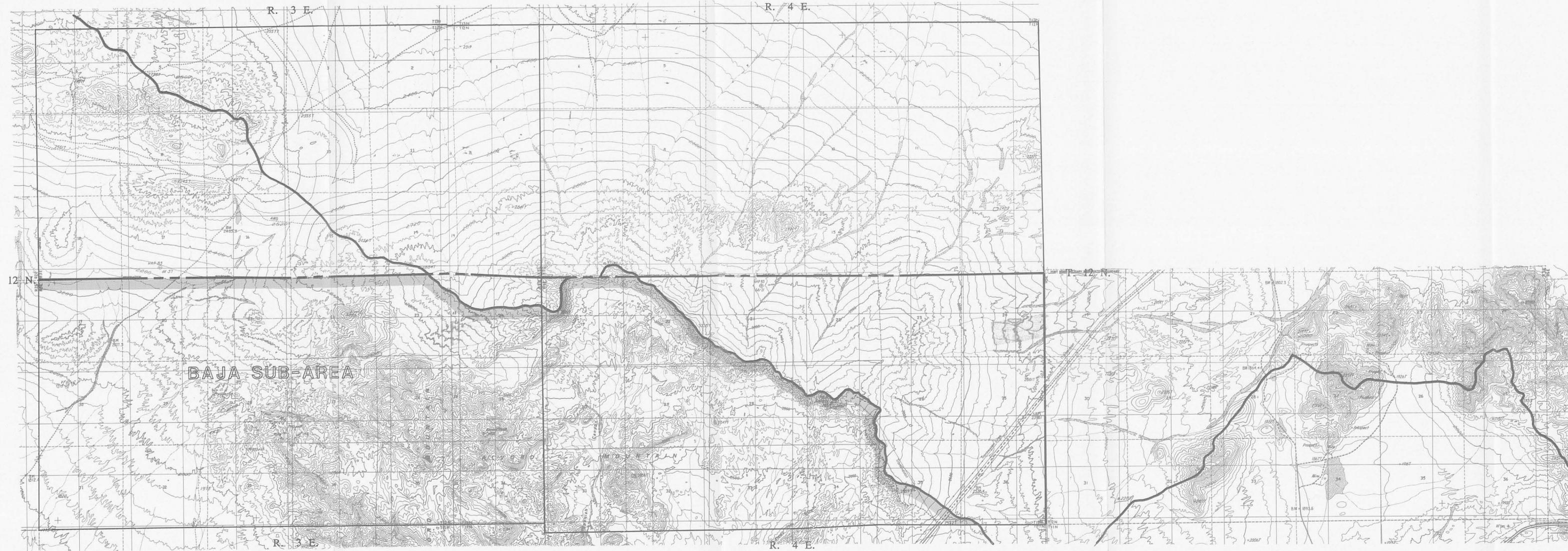
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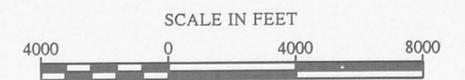


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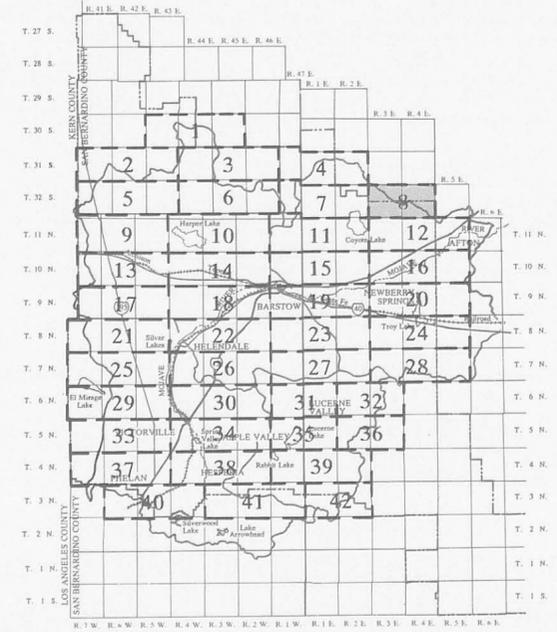


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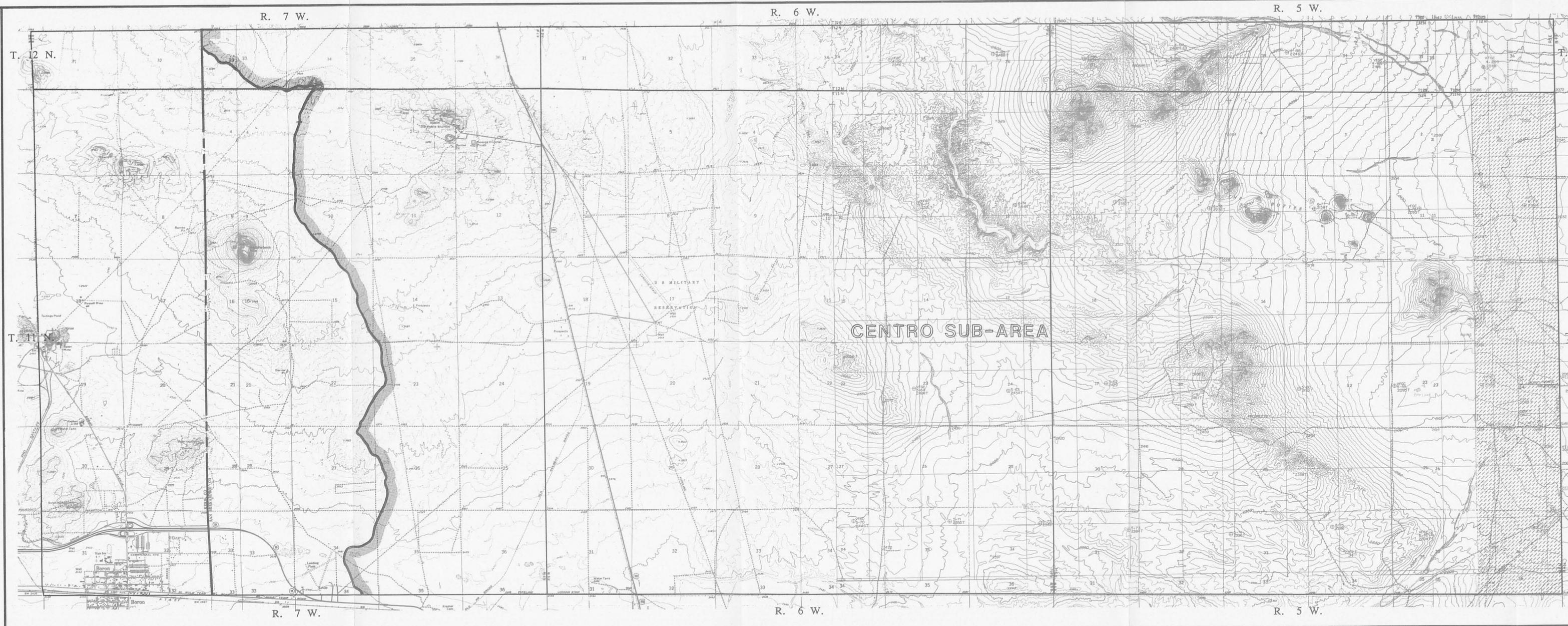
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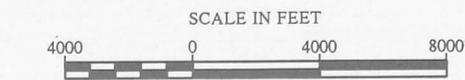


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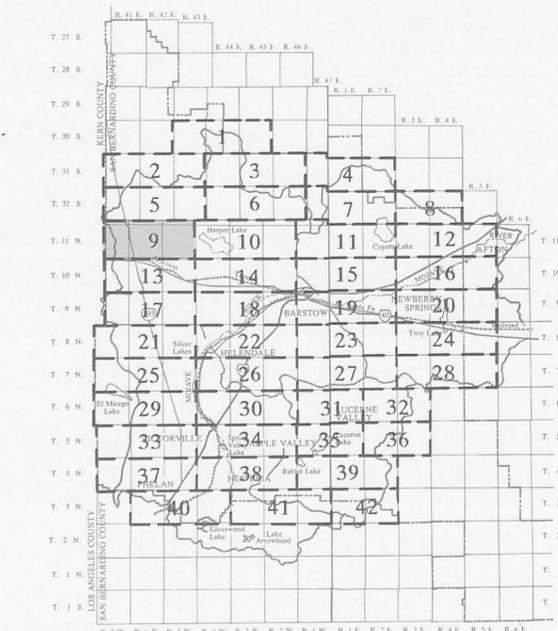


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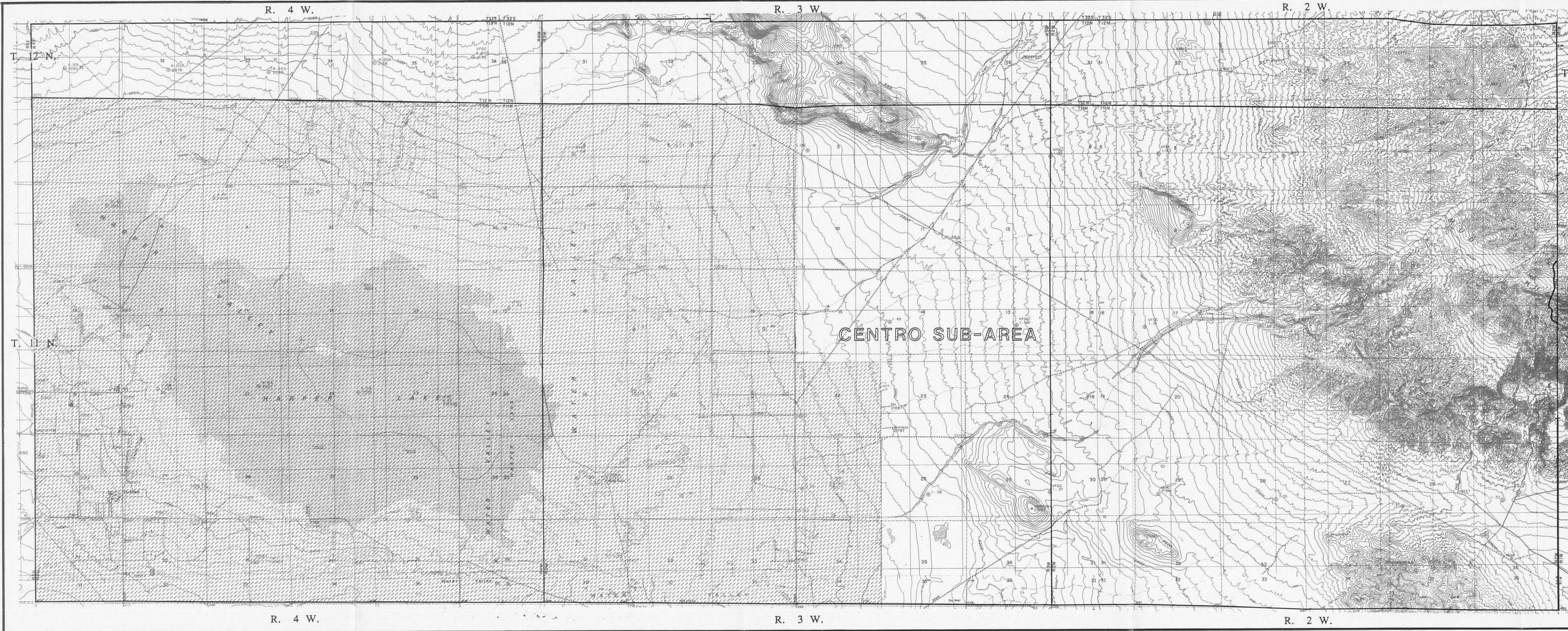
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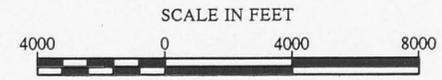


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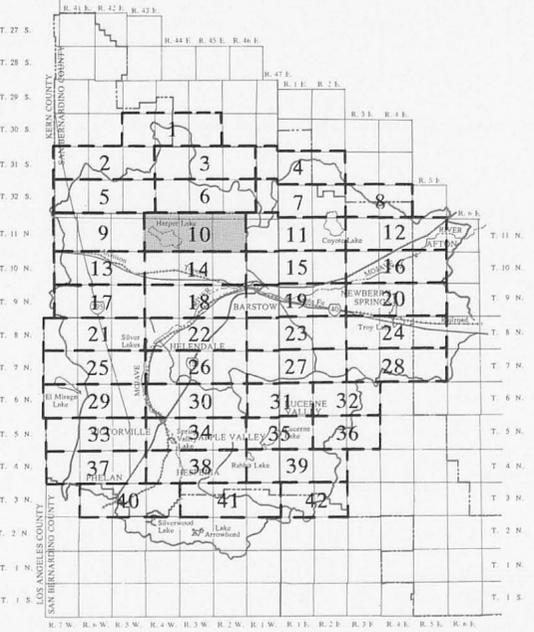


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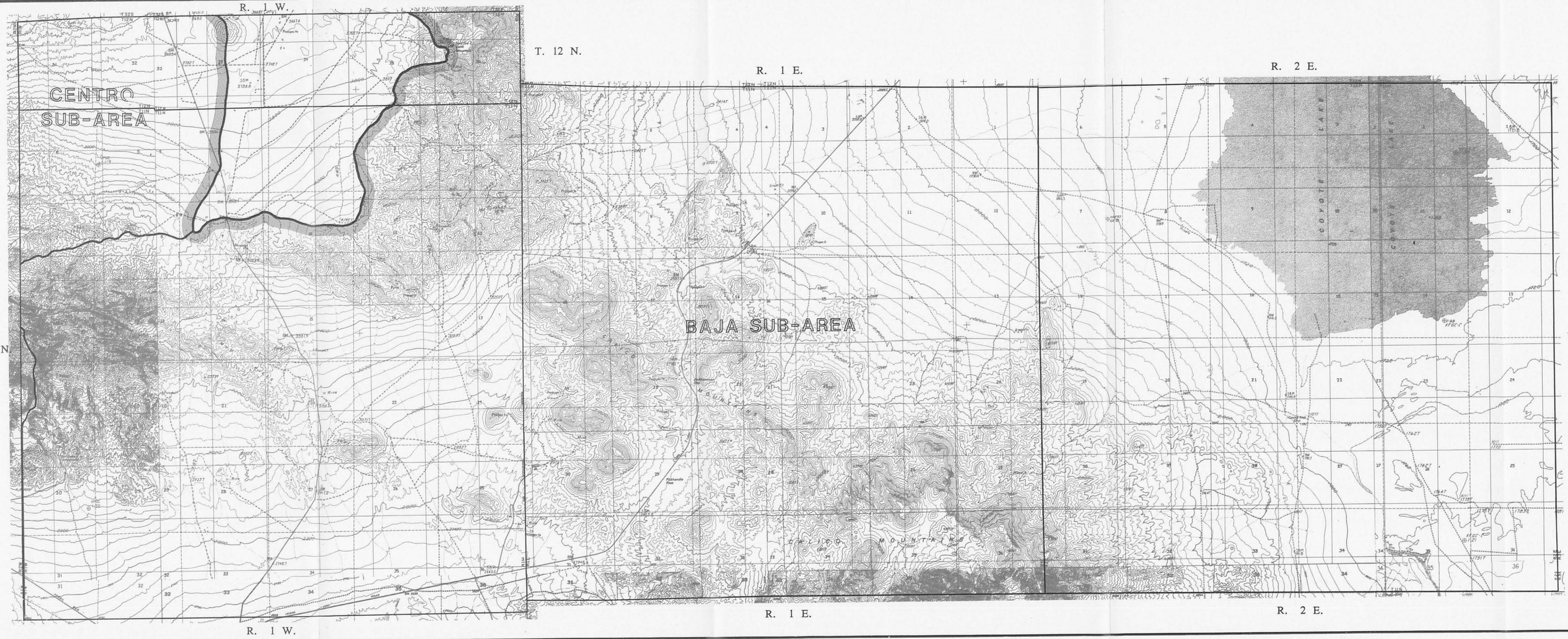
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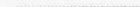
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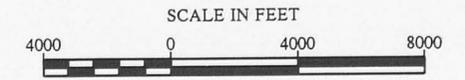


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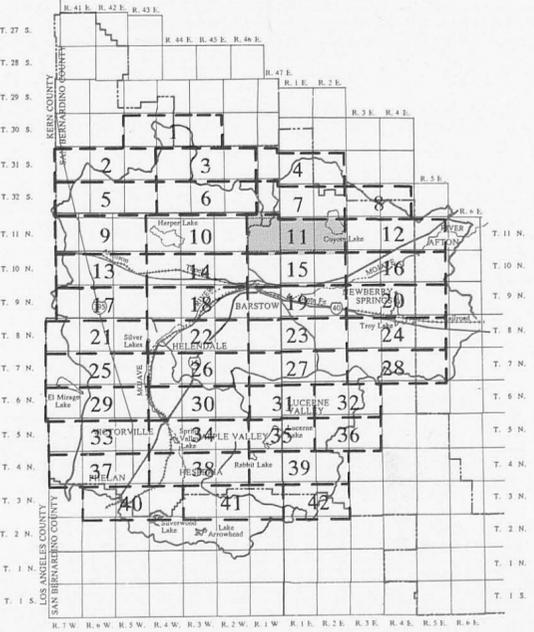


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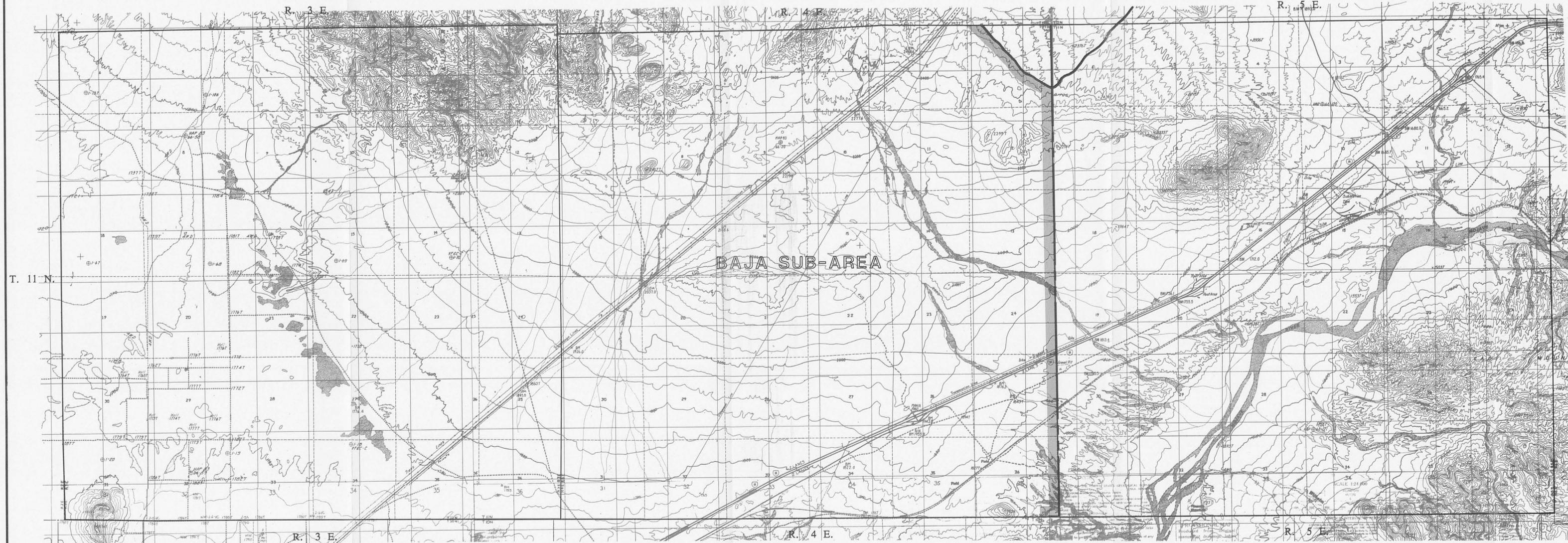


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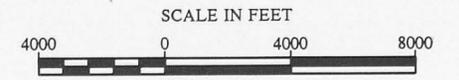
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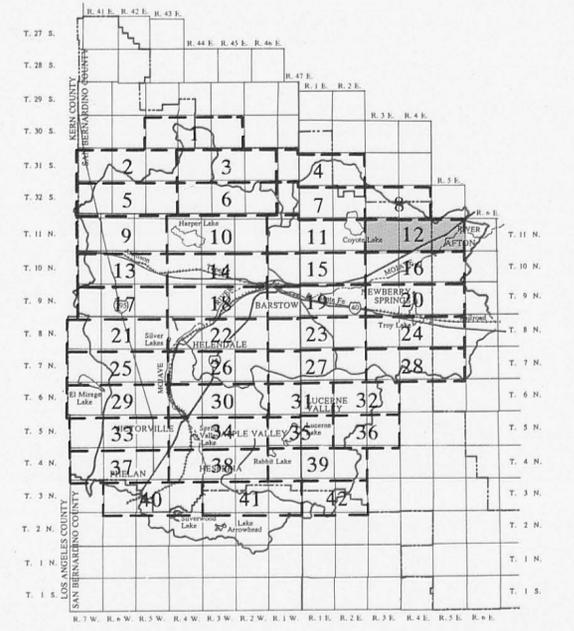


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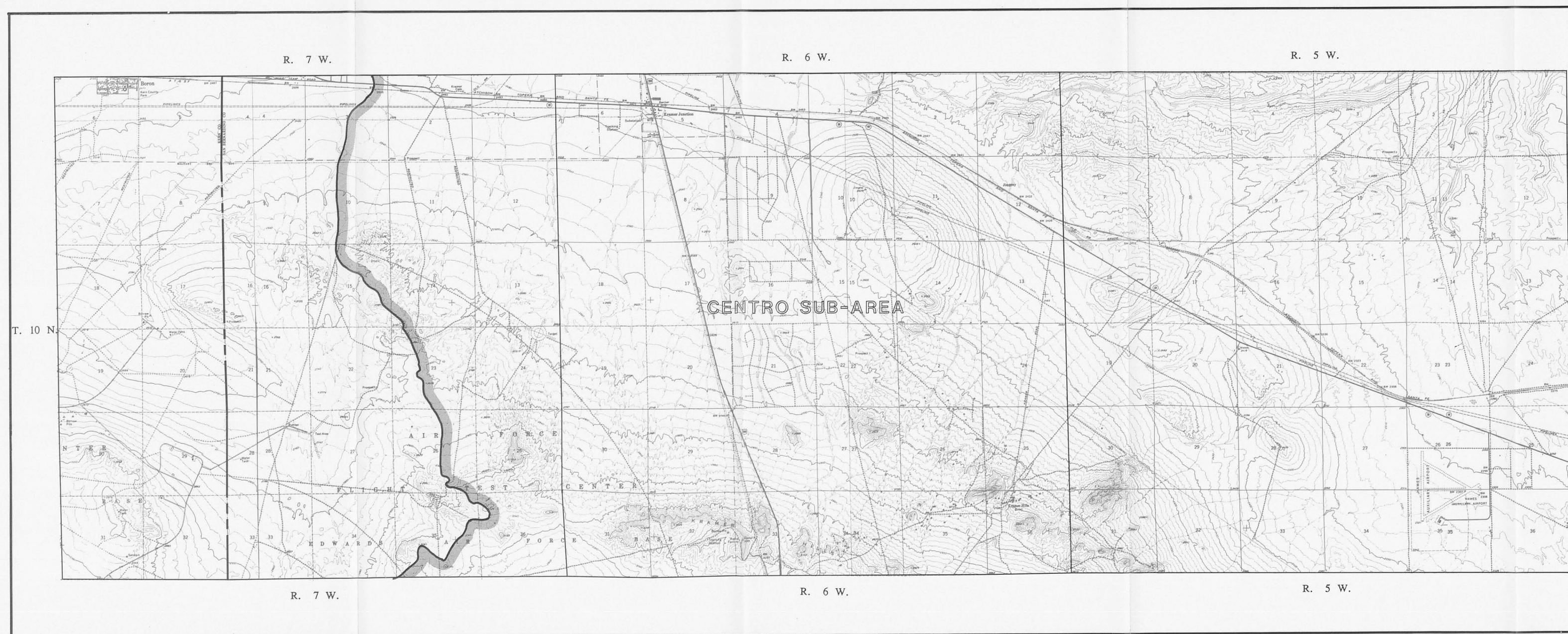
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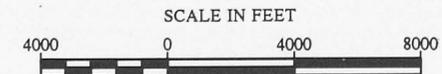
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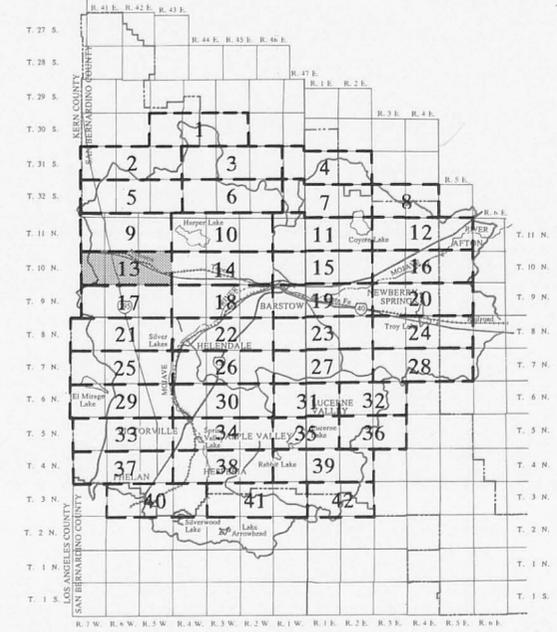
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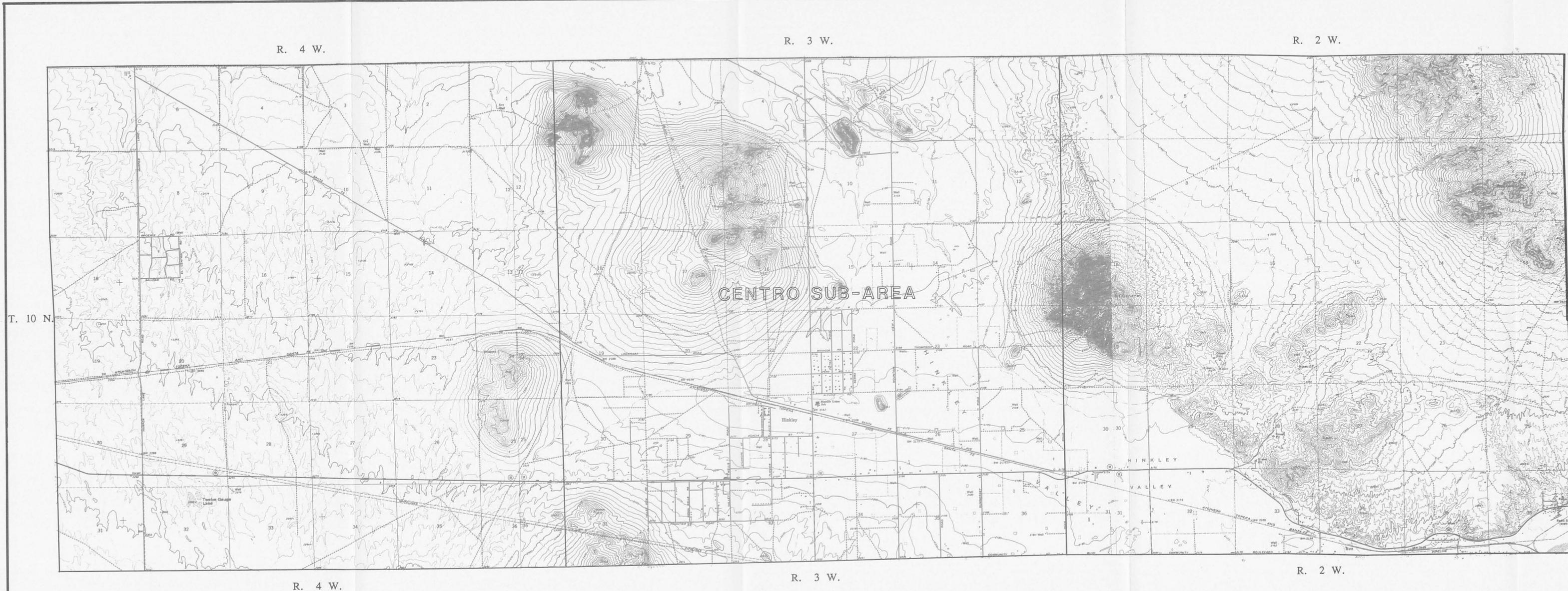
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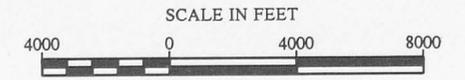
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**MOJAVE WATER AGENCY, MOJAVE RIVER,**  
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**and**  
**LIMITS OF ADJUDICATED AREA**  
**together with**  
**GEOLOGIC AND OTHER PERTINENT FEATURES**



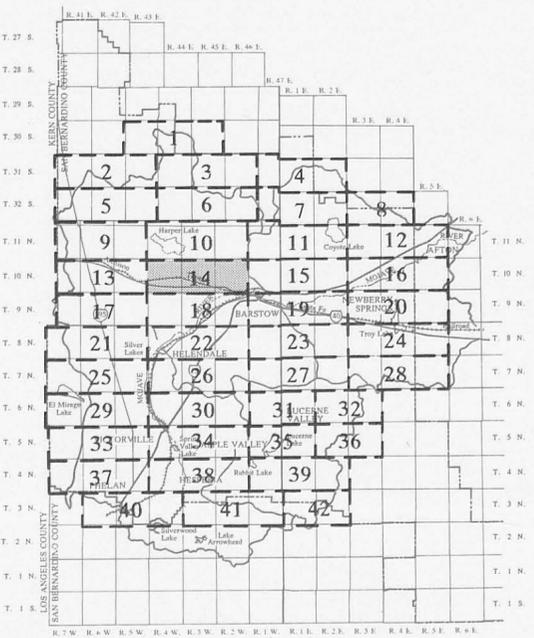
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- ~~~~~ HYDROLOGIC SUB-AREA BOUNDARY
- LIMITS OF ADJUDICATED AREA

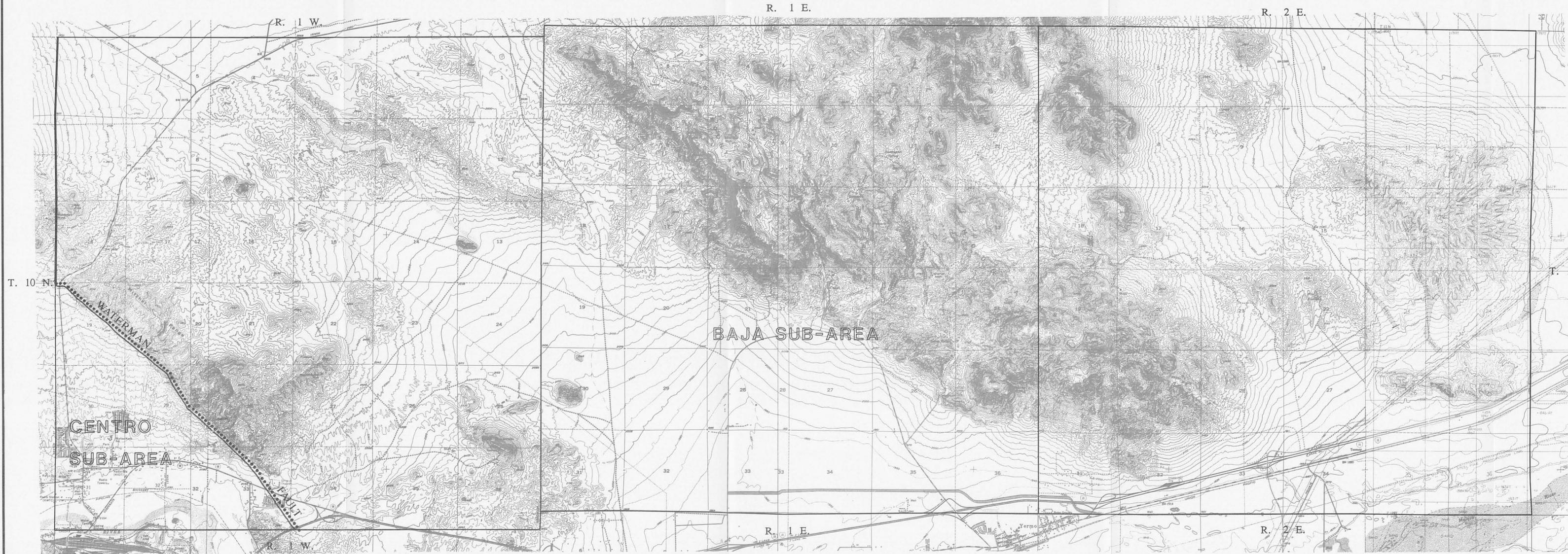
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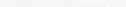
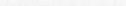


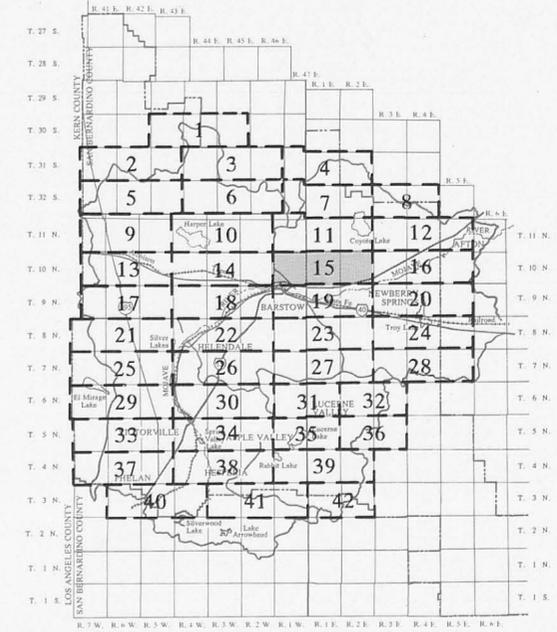
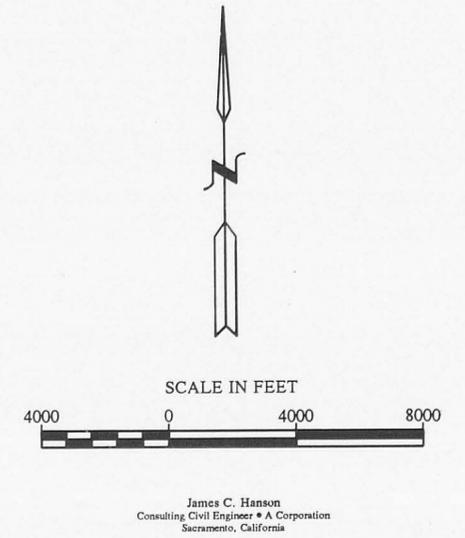
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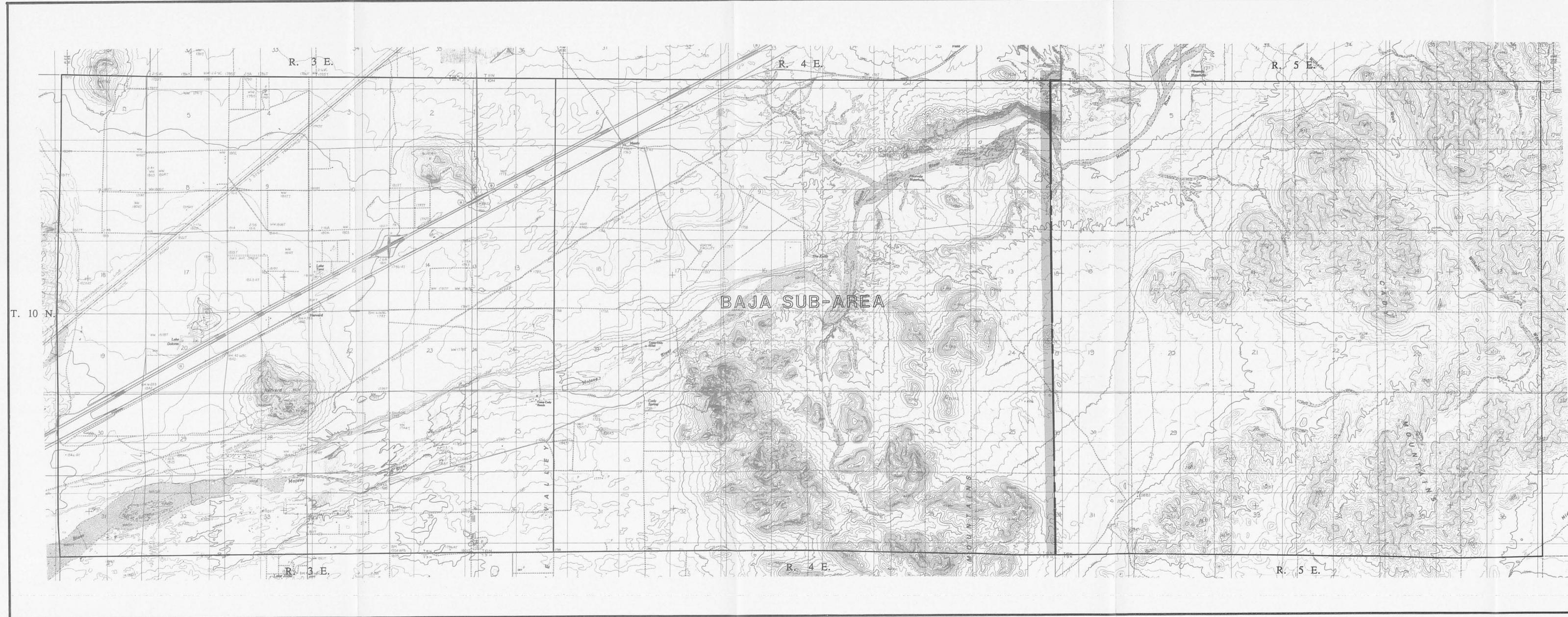
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- LEGEND**
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  -  LIMITS OF ADJUDICATED AREA

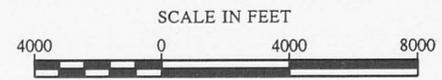
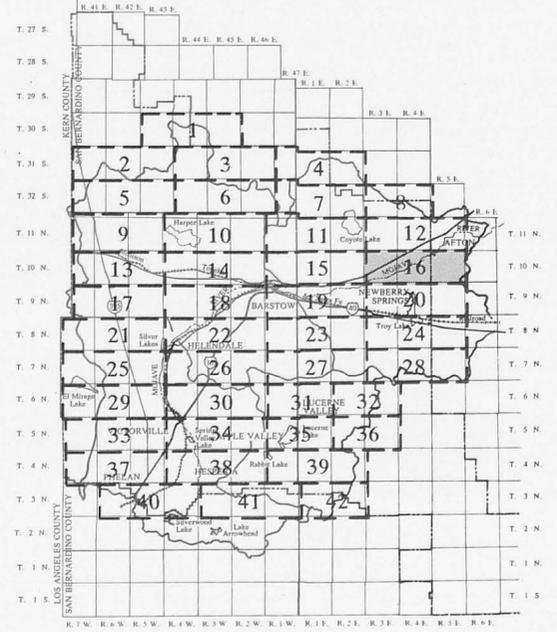


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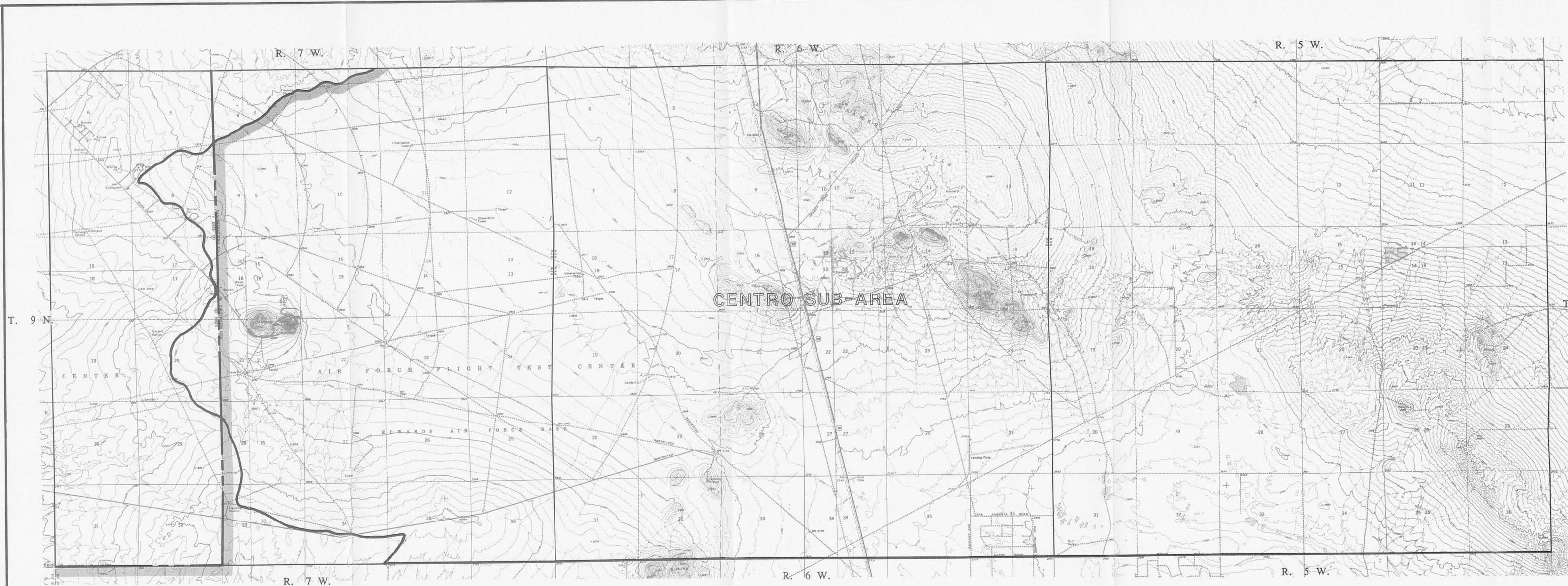
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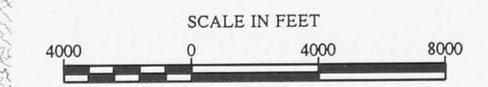
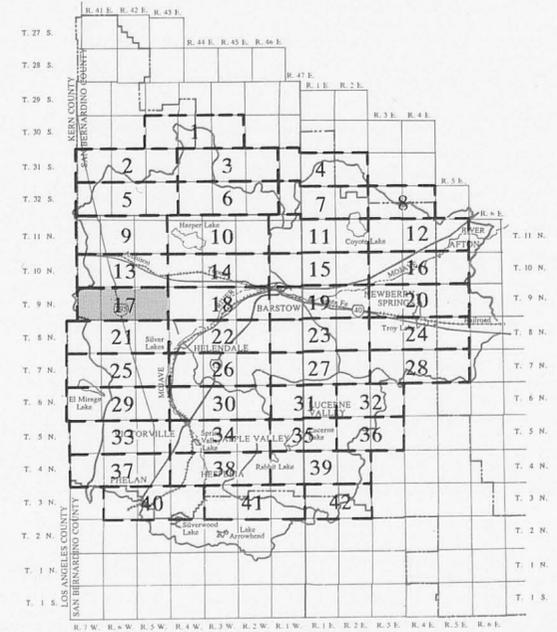
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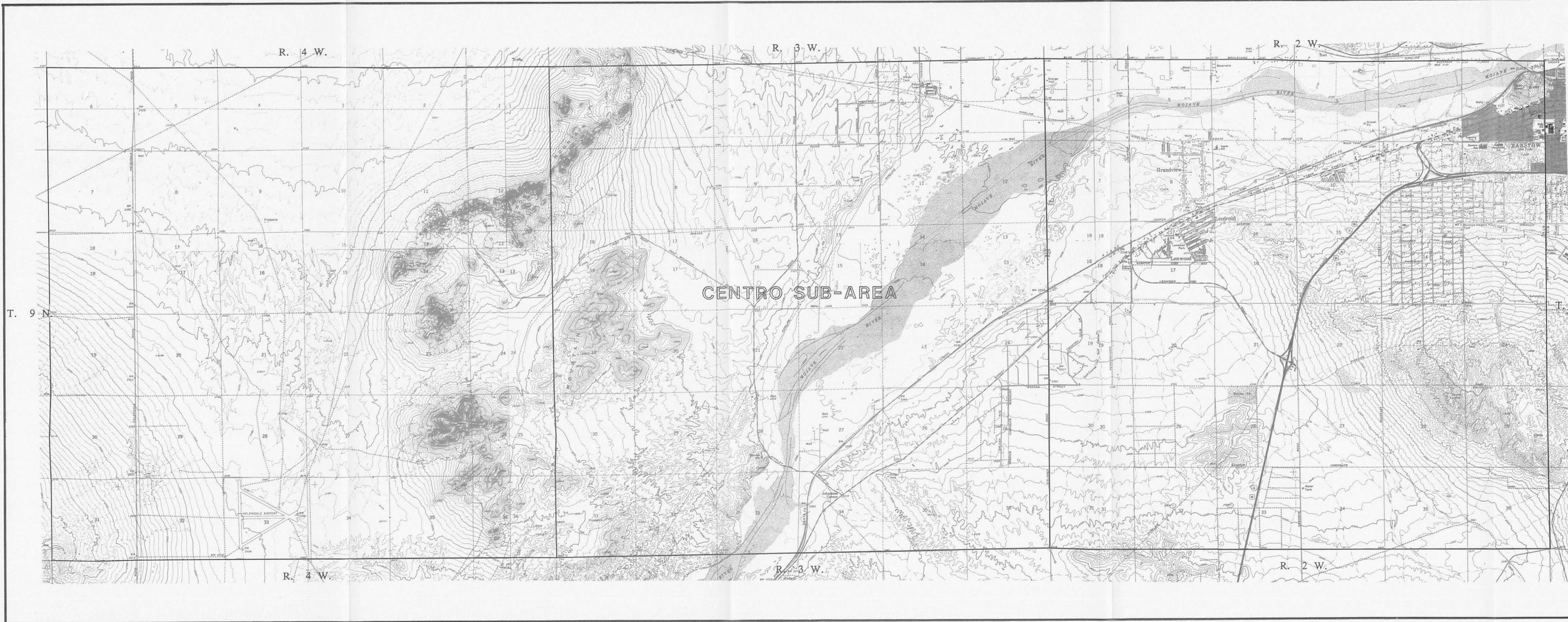
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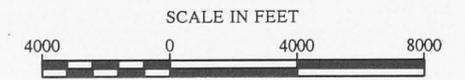
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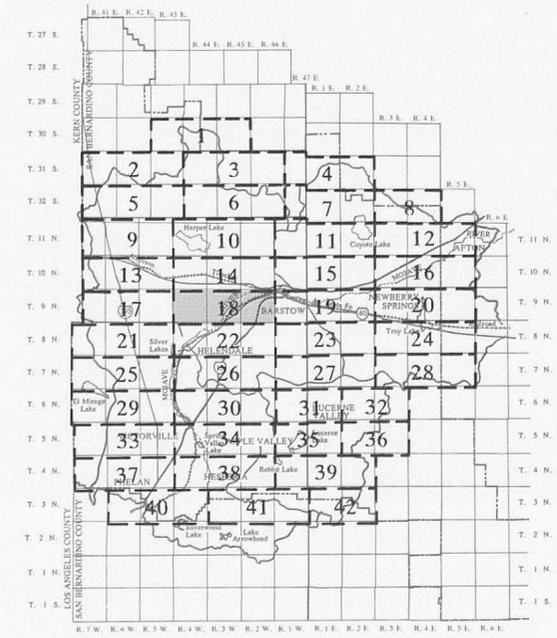


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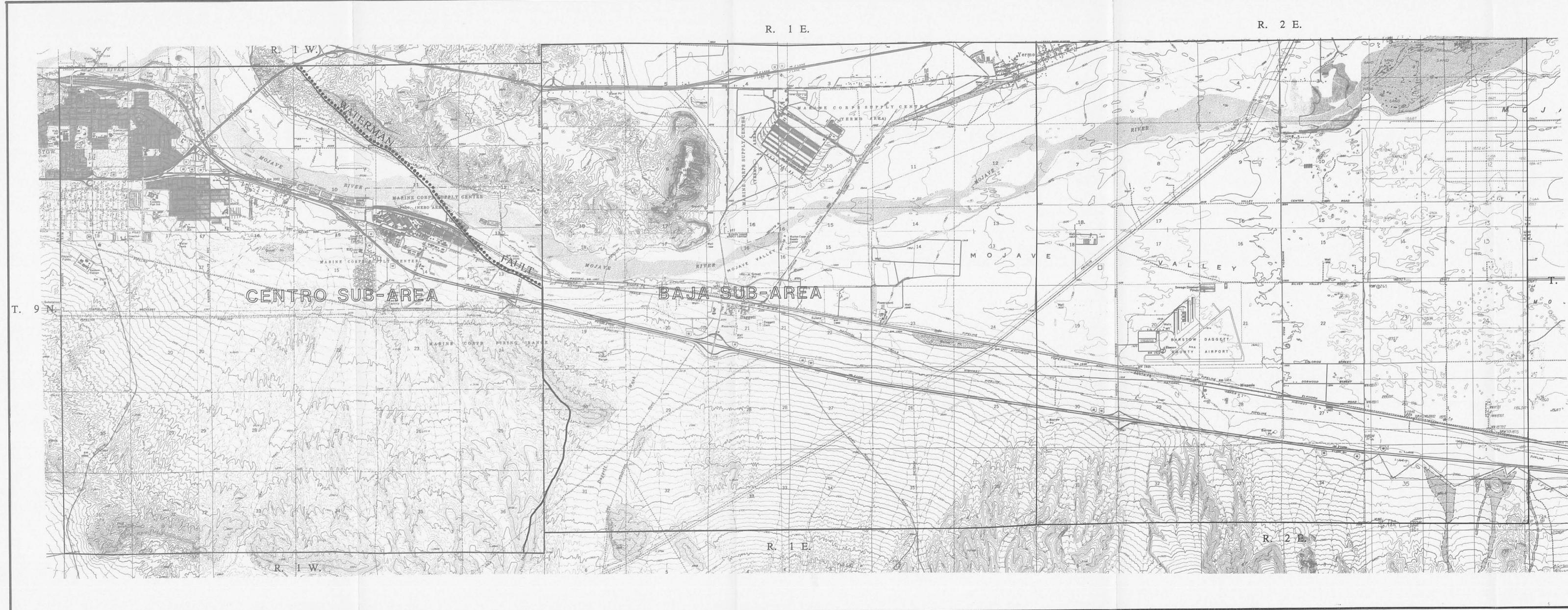
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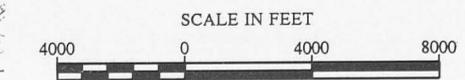


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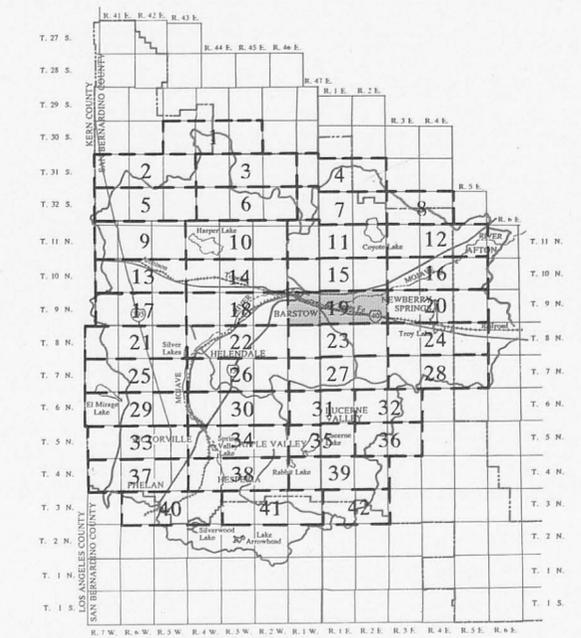


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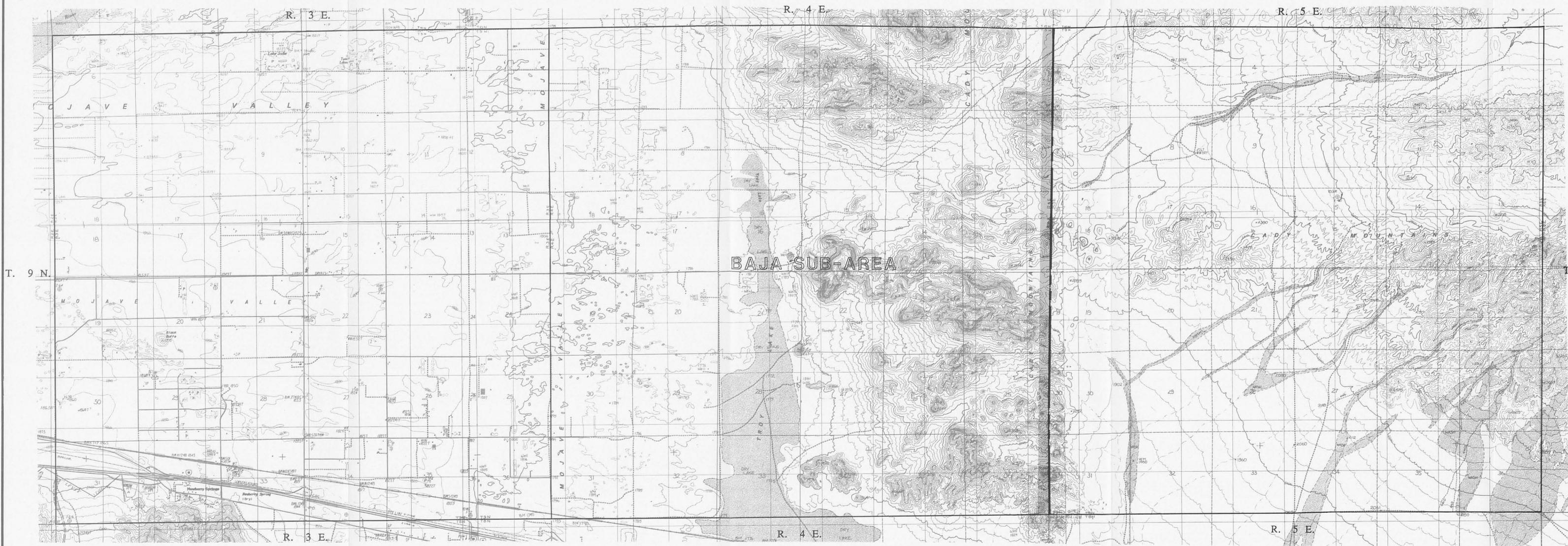
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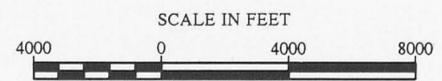


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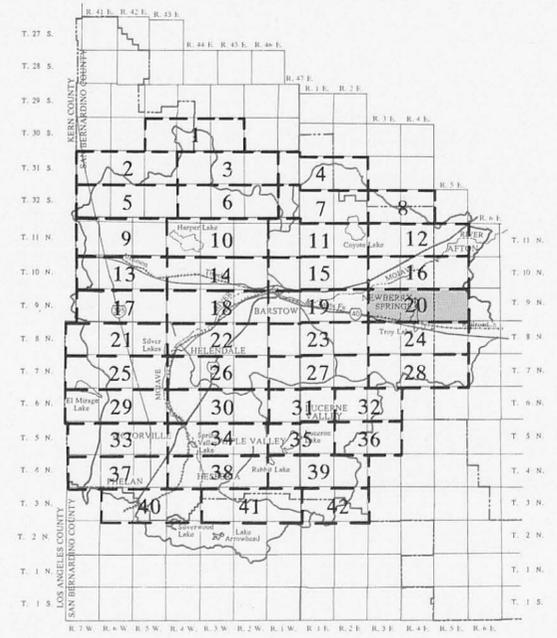


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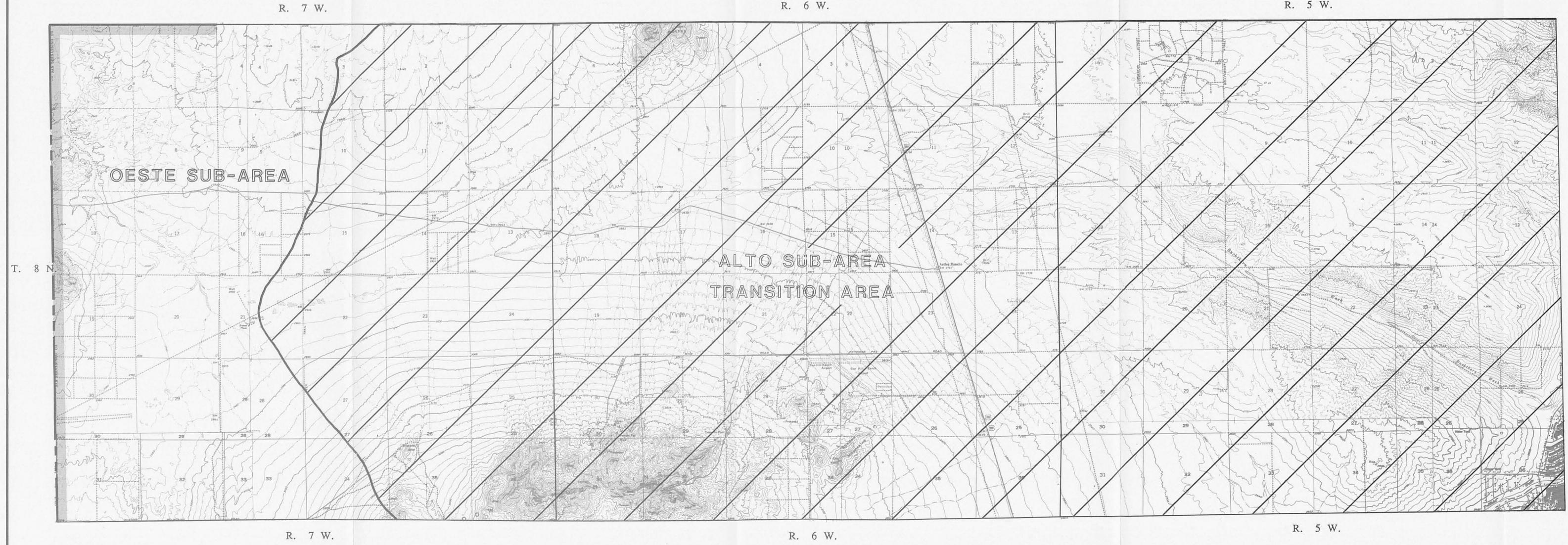
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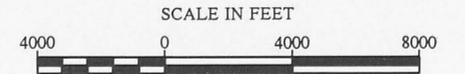


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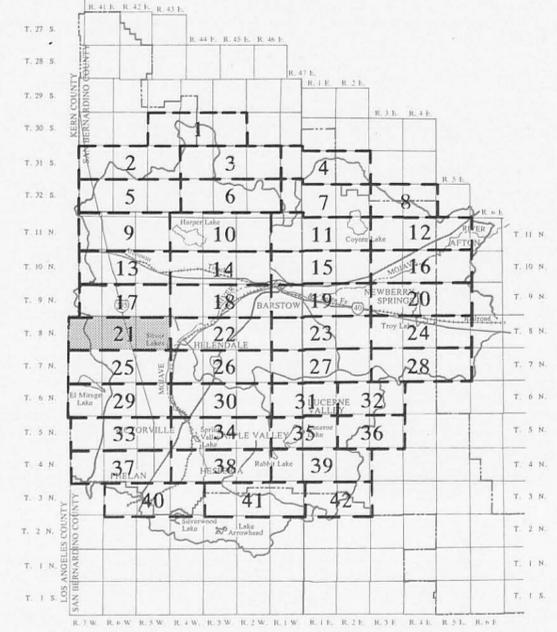


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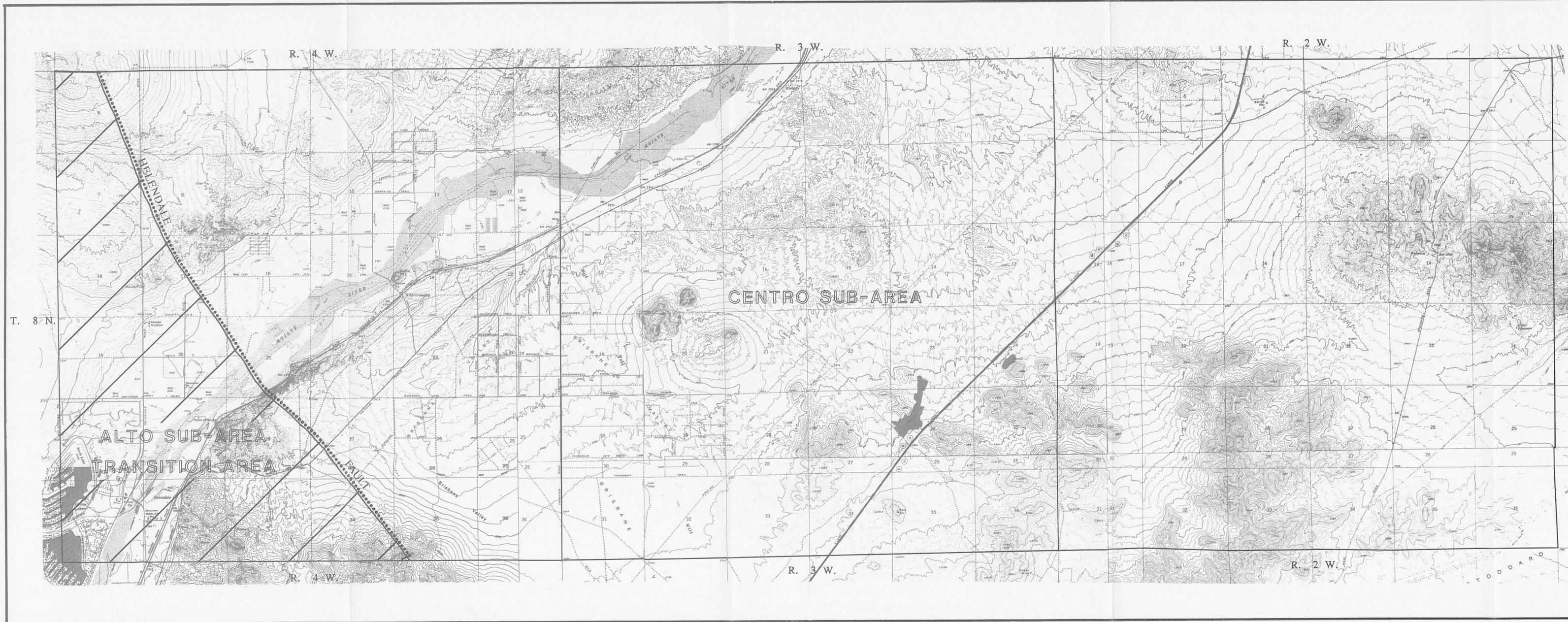
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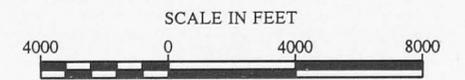


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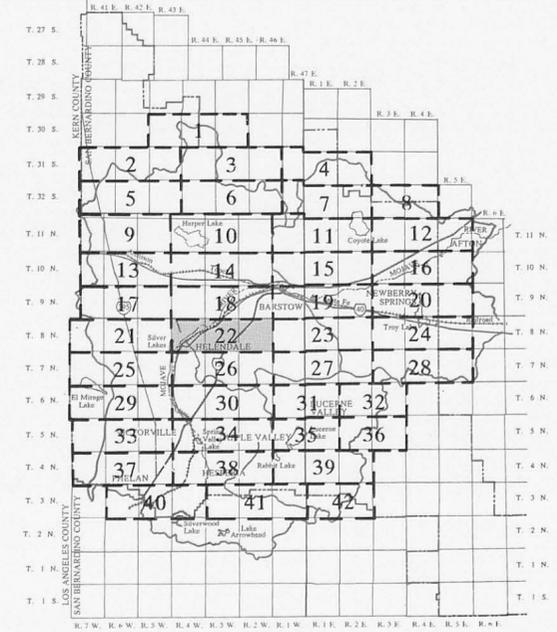


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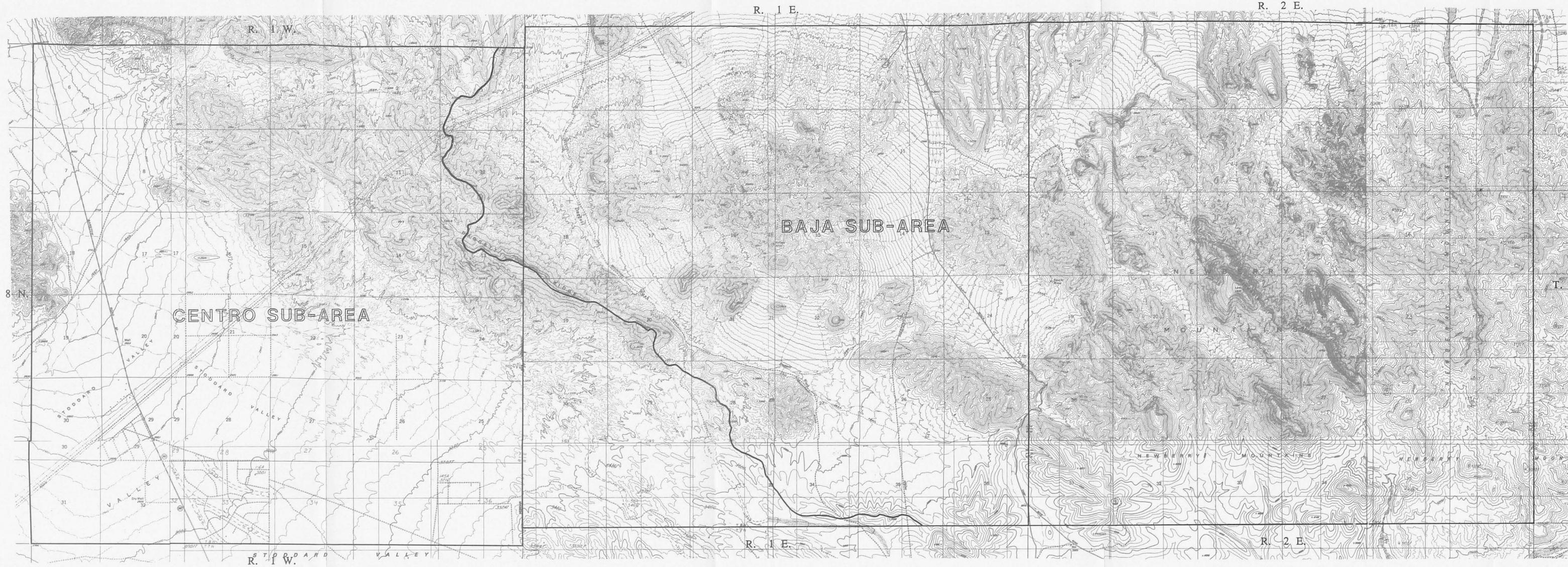
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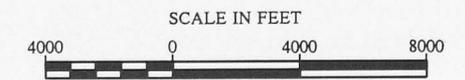
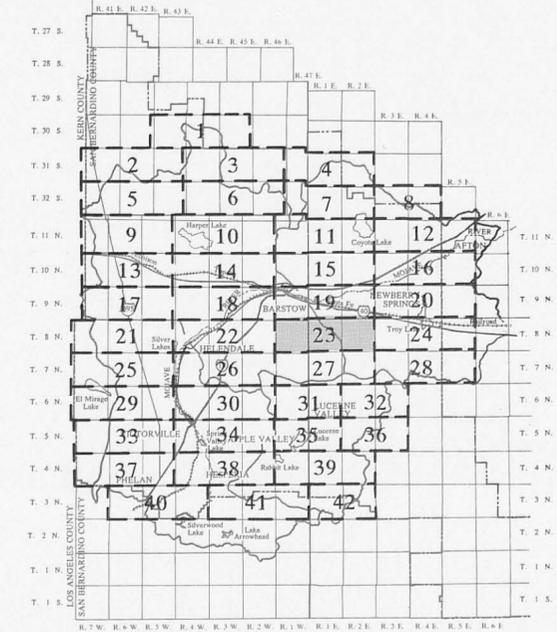


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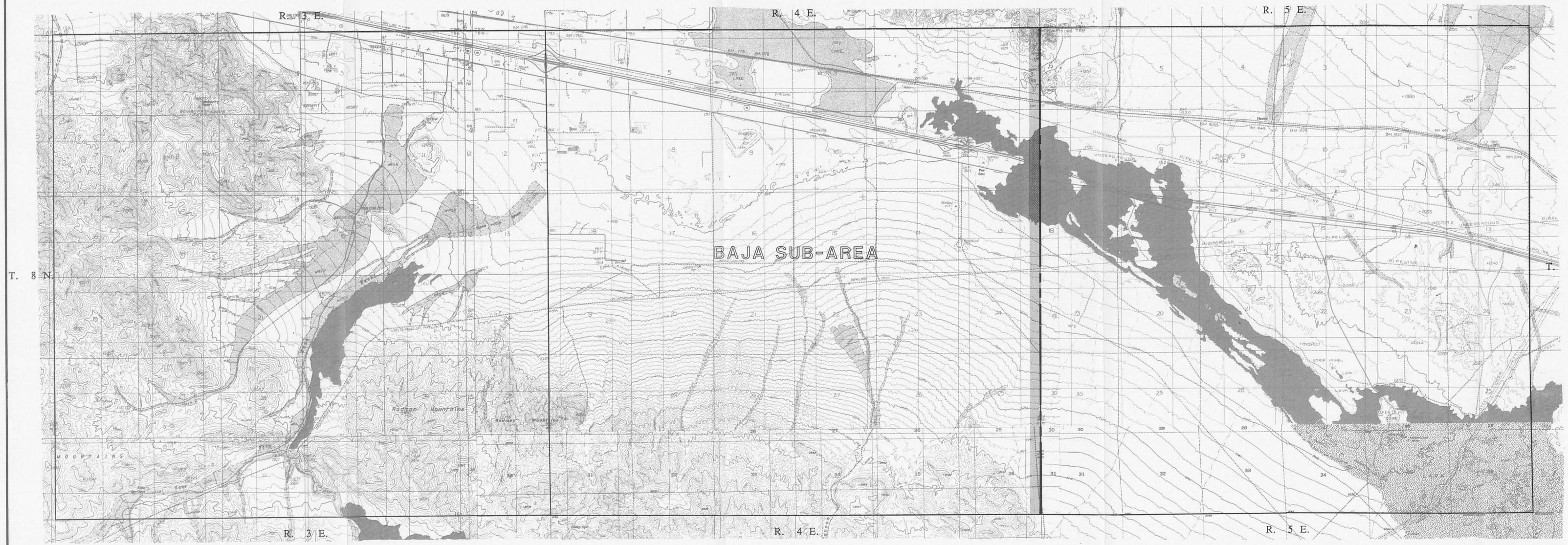
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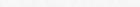


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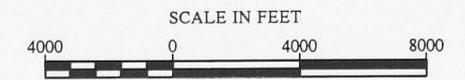
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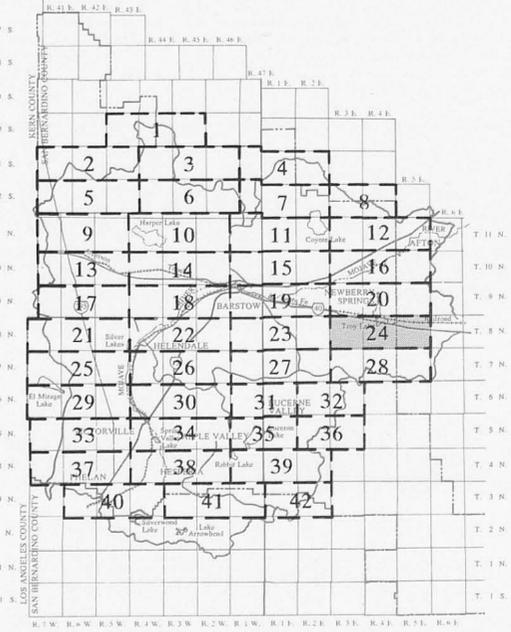
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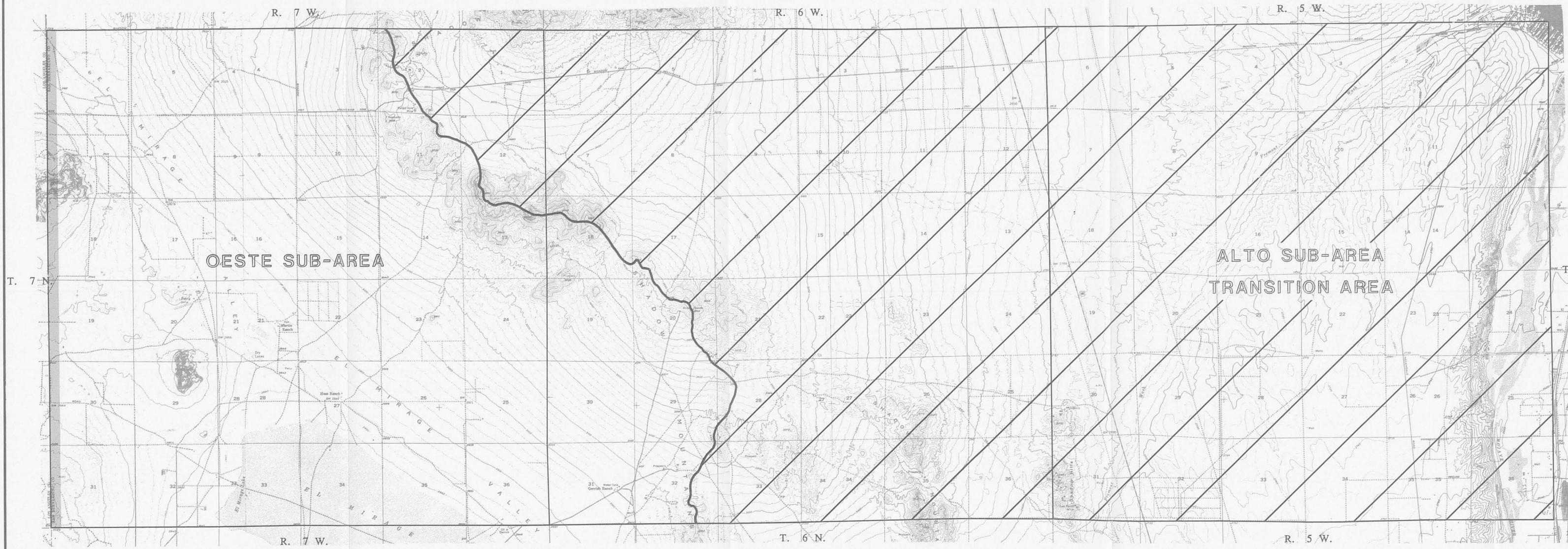
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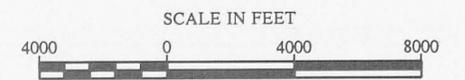


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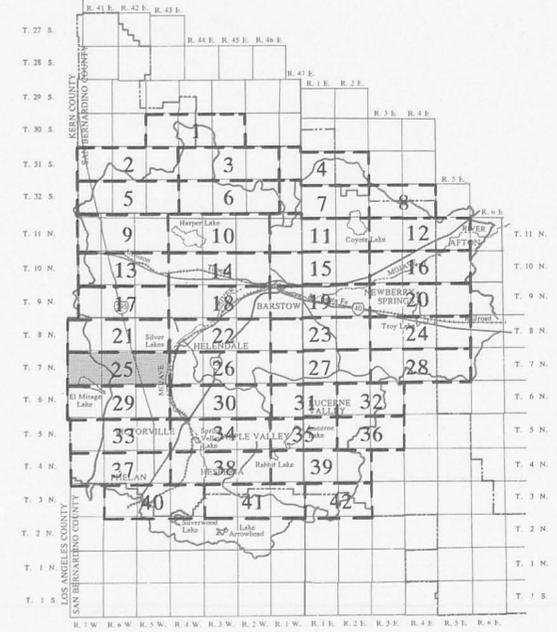


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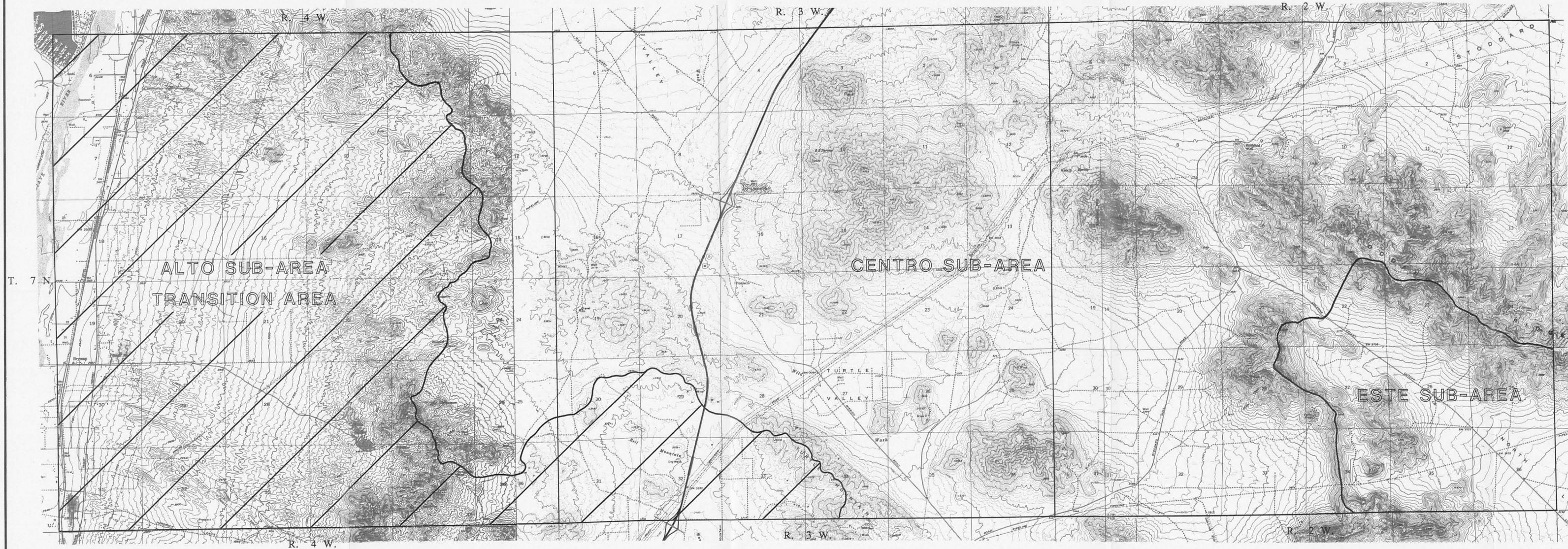
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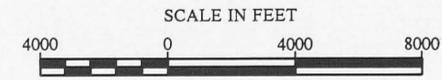


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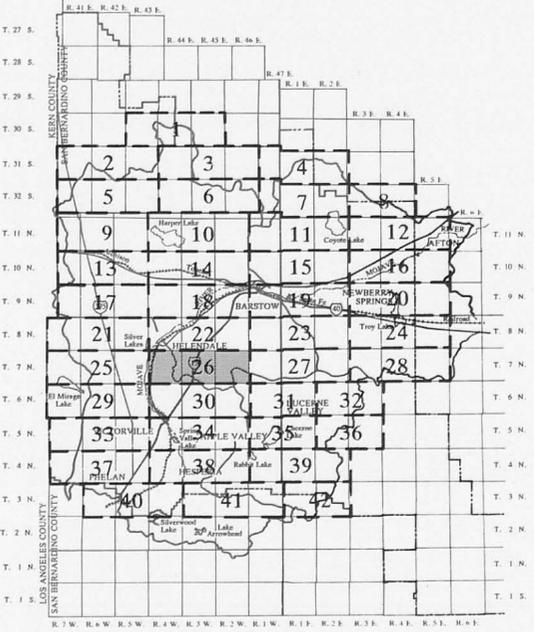


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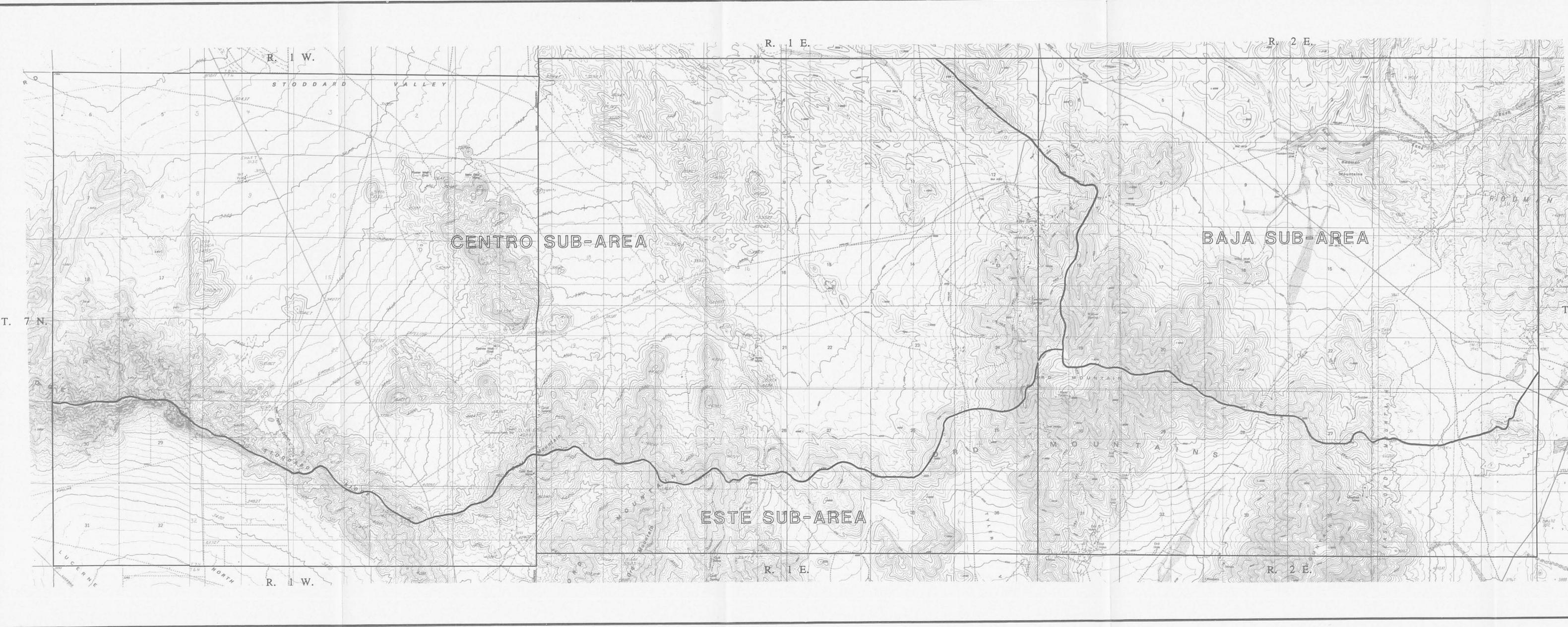
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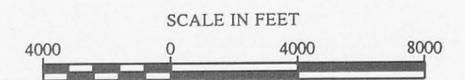
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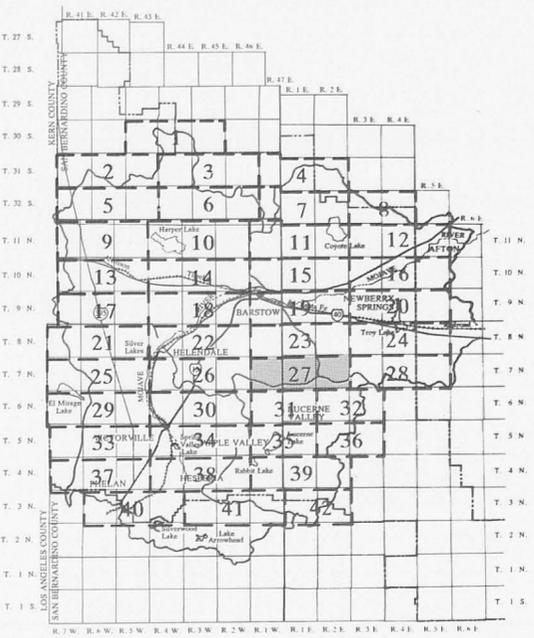
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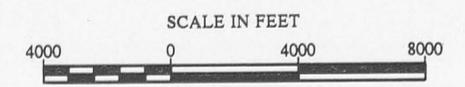
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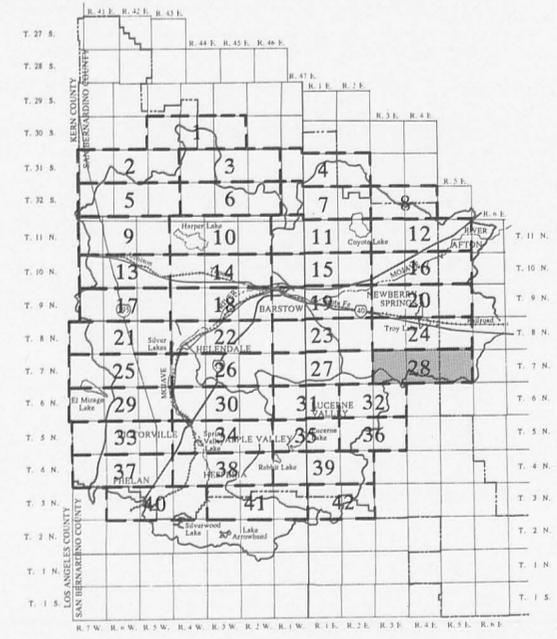


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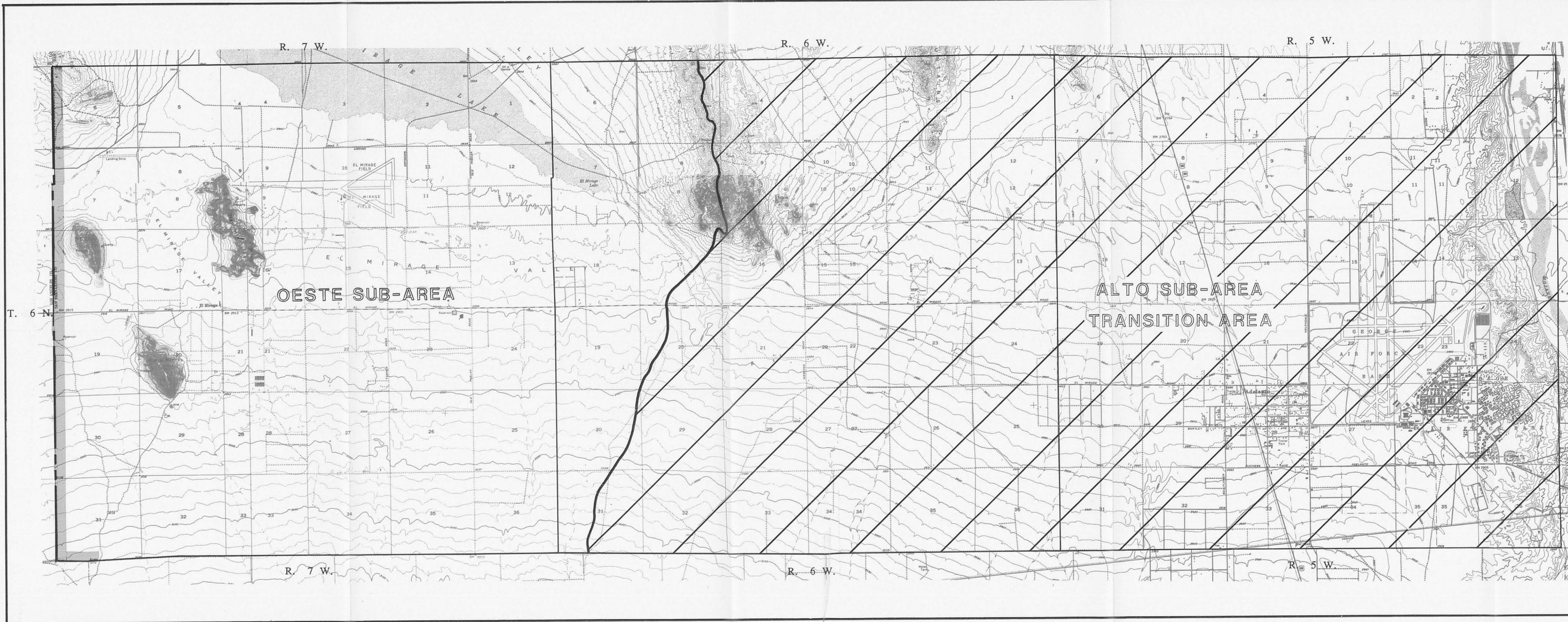


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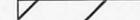


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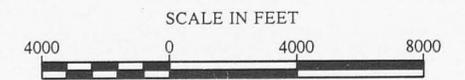
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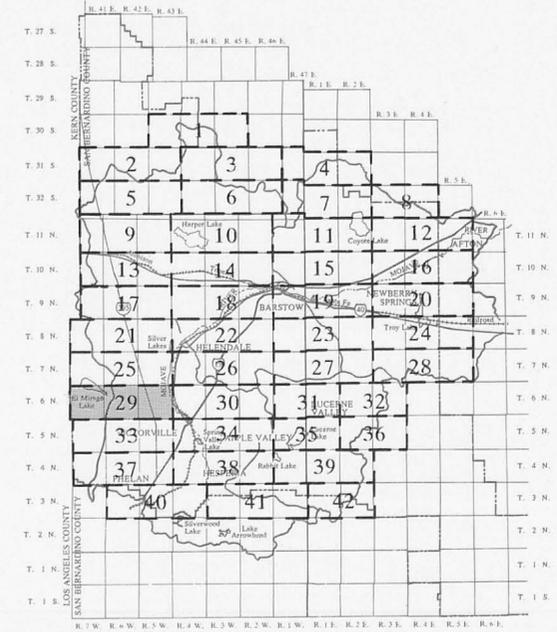
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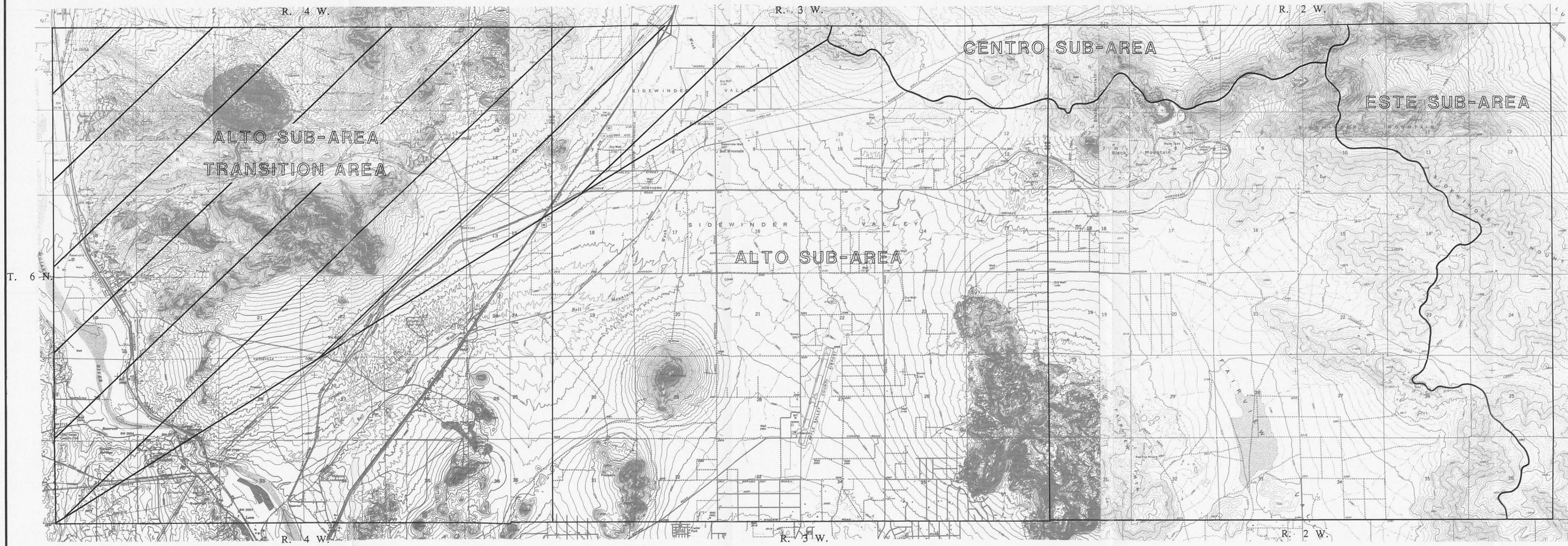
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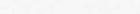
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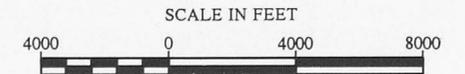


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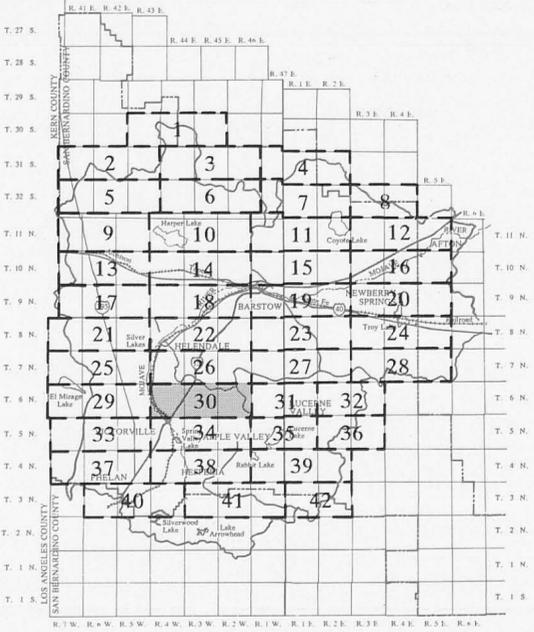


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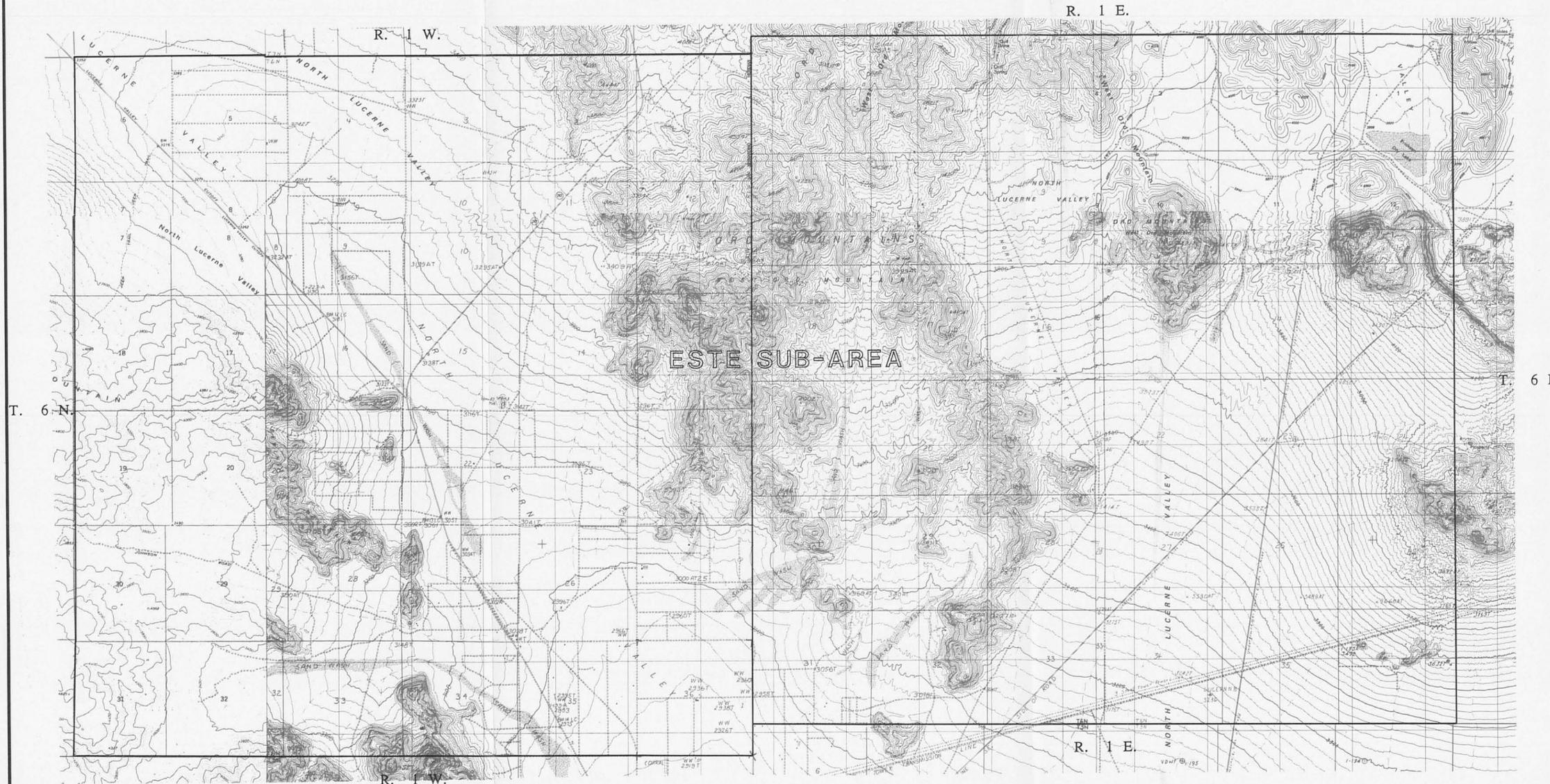
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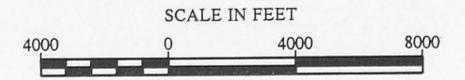


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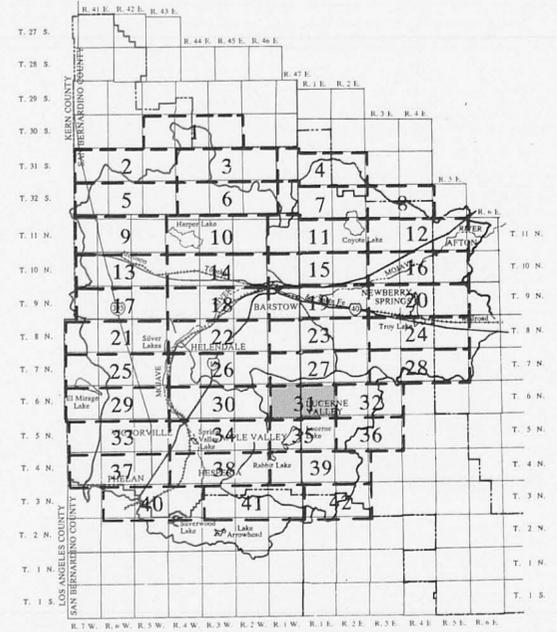


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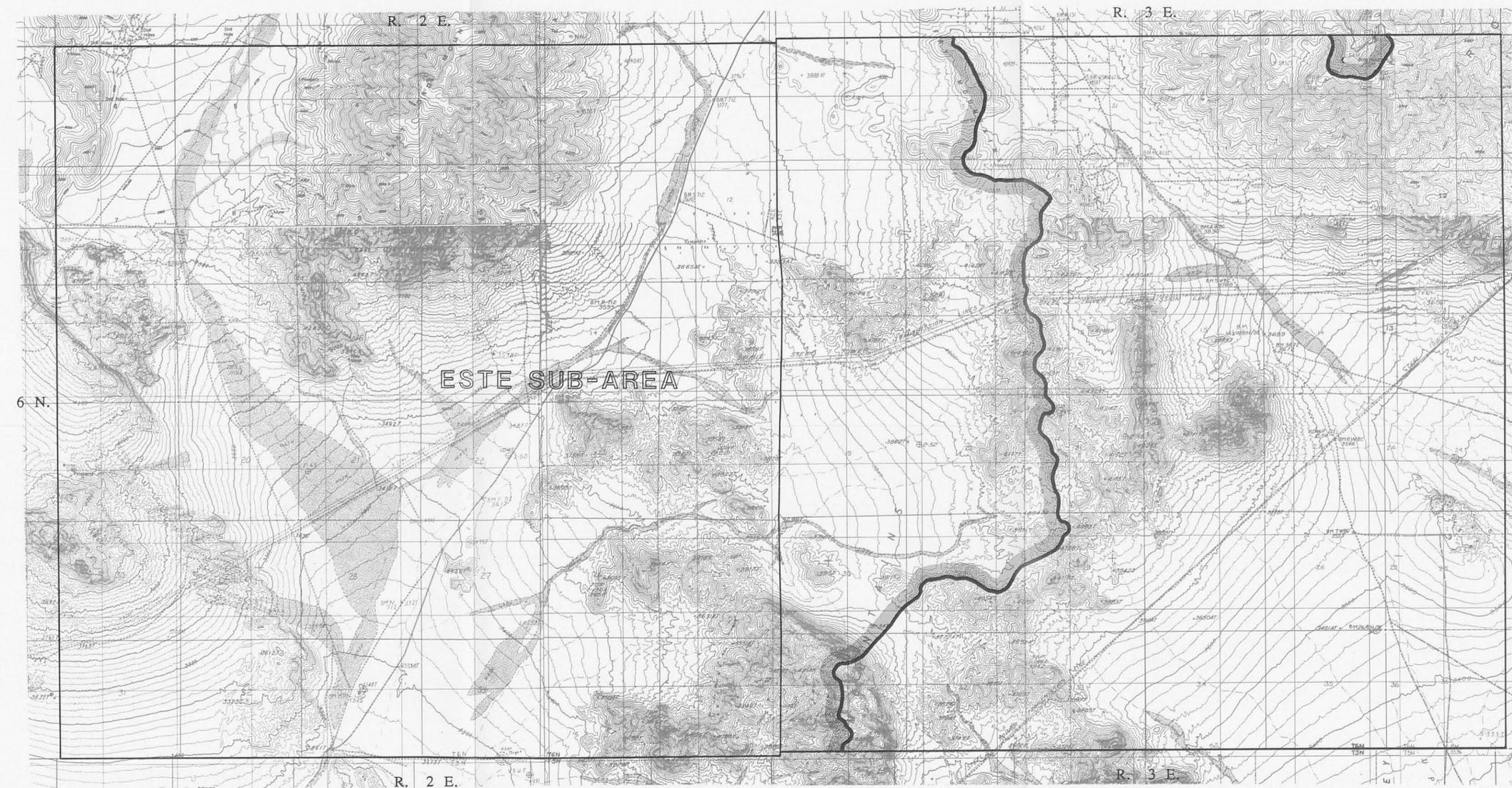
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-  LIMITS OF ADJUDICATED AREA



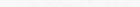
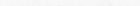
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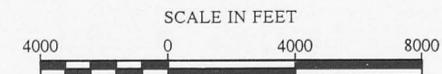


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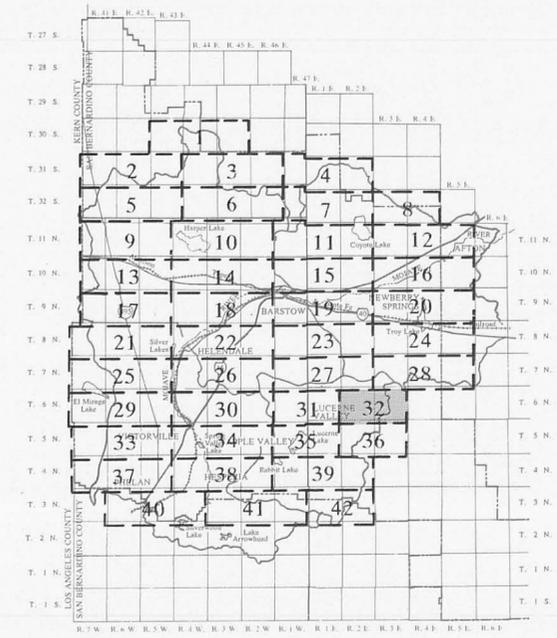


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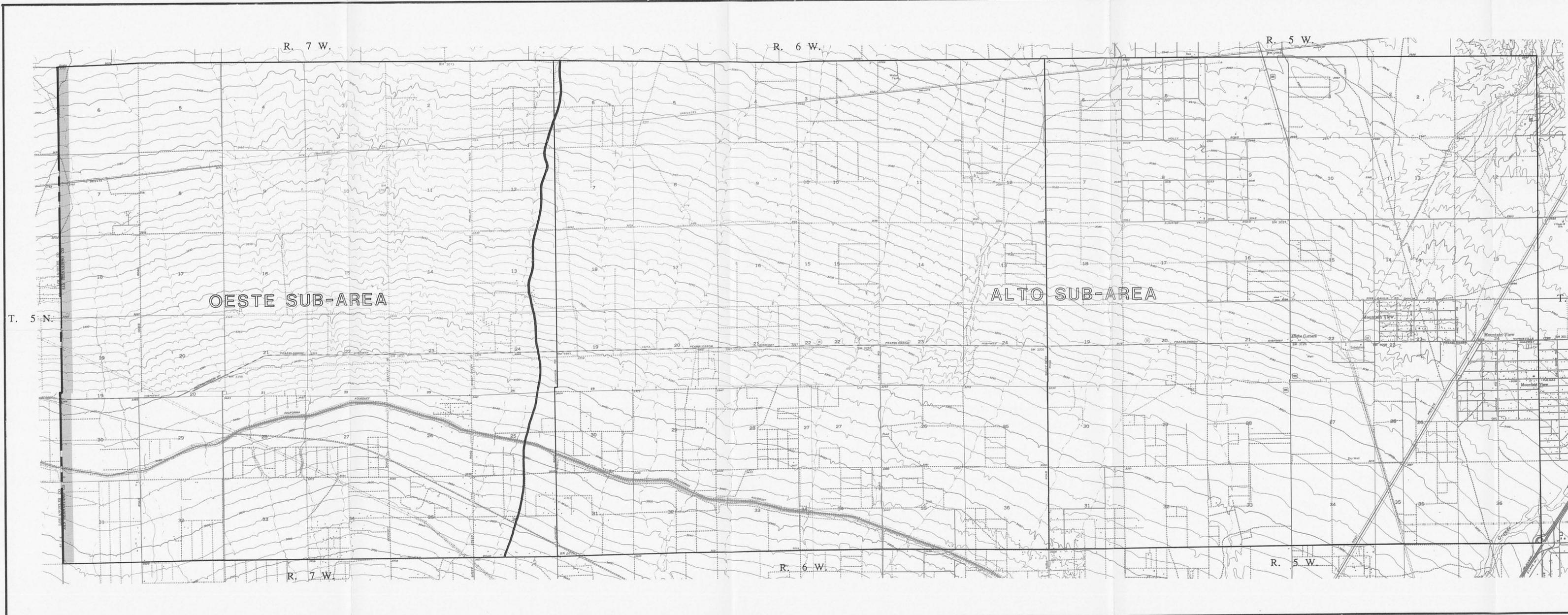
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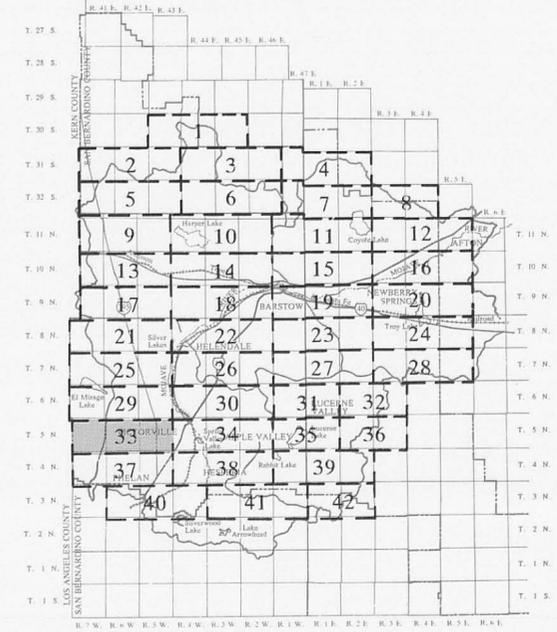
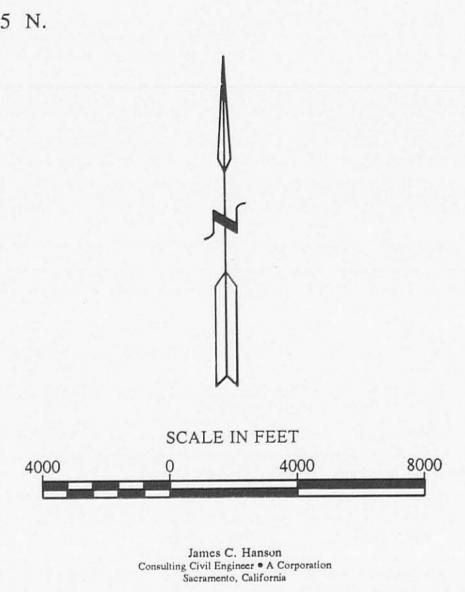
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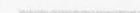
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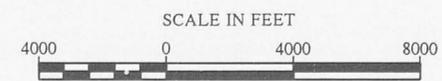


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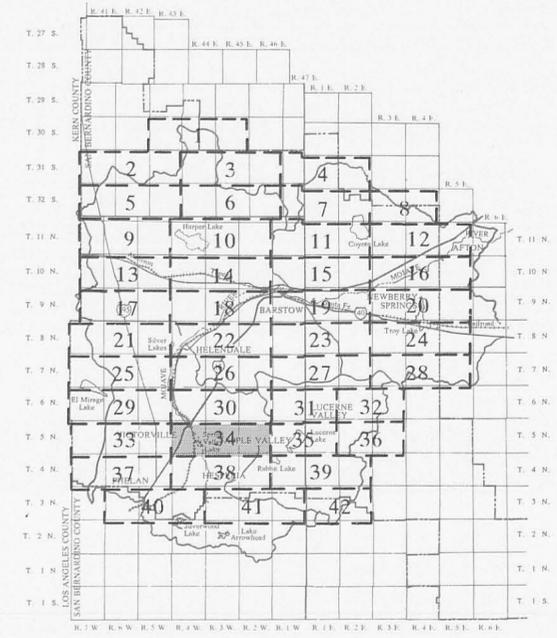


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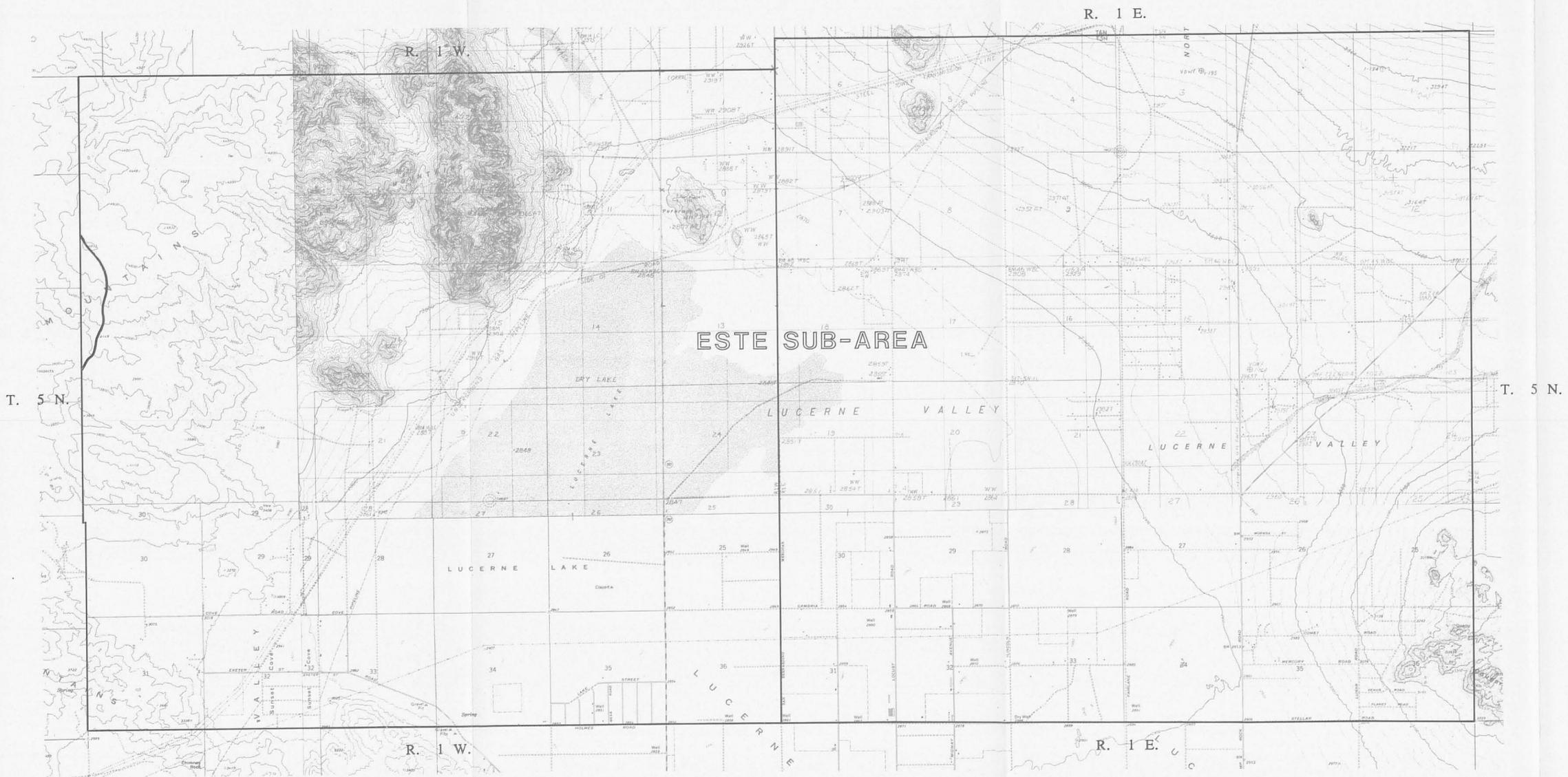
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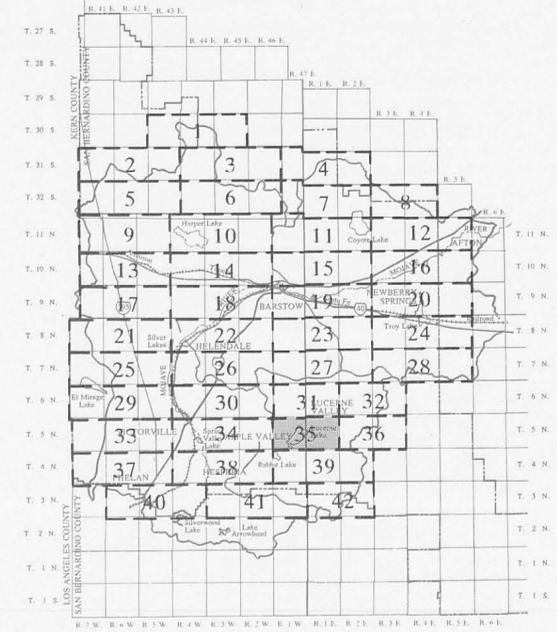
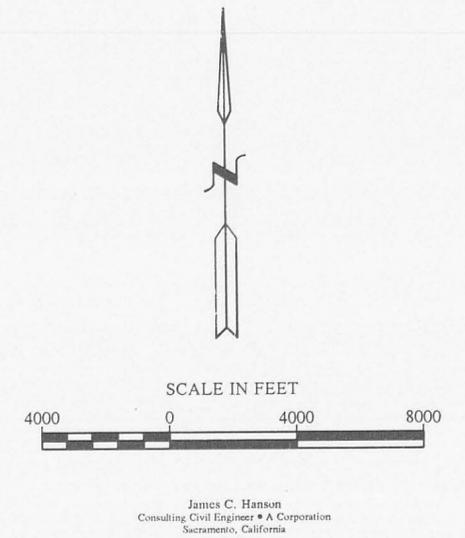
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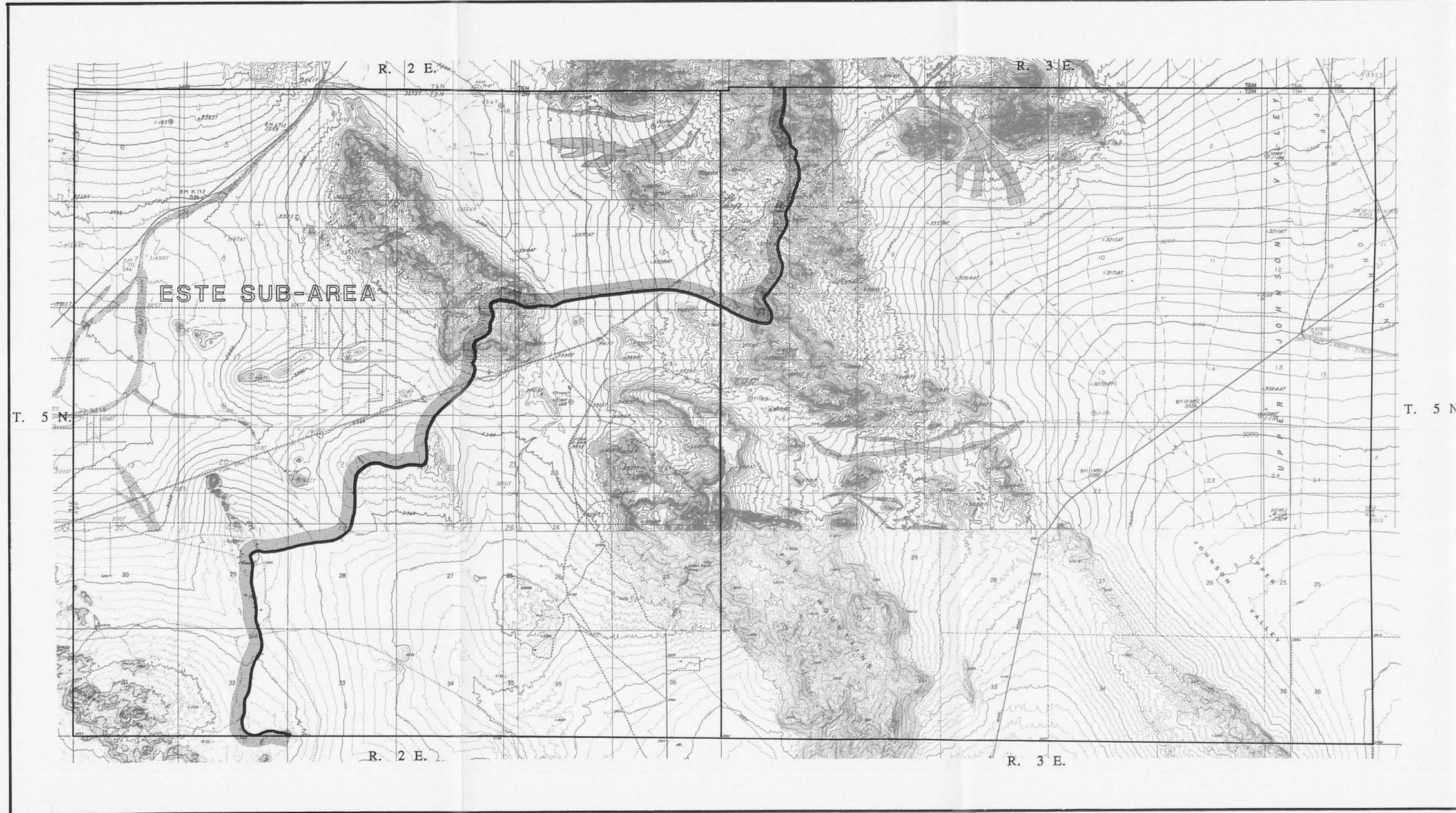
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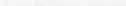
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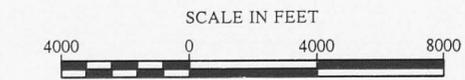


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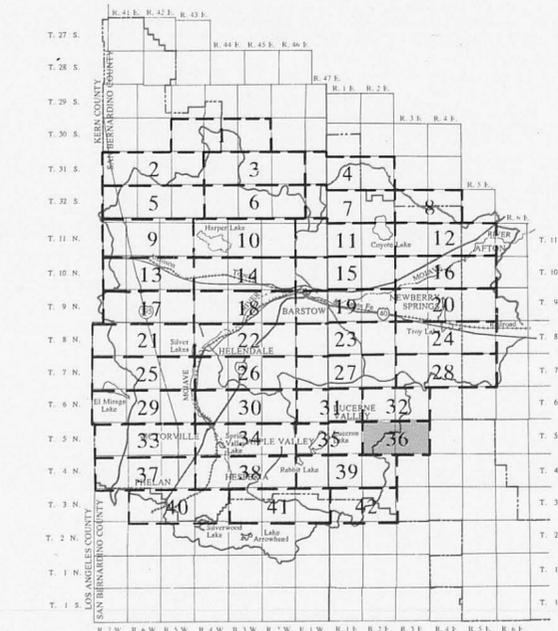


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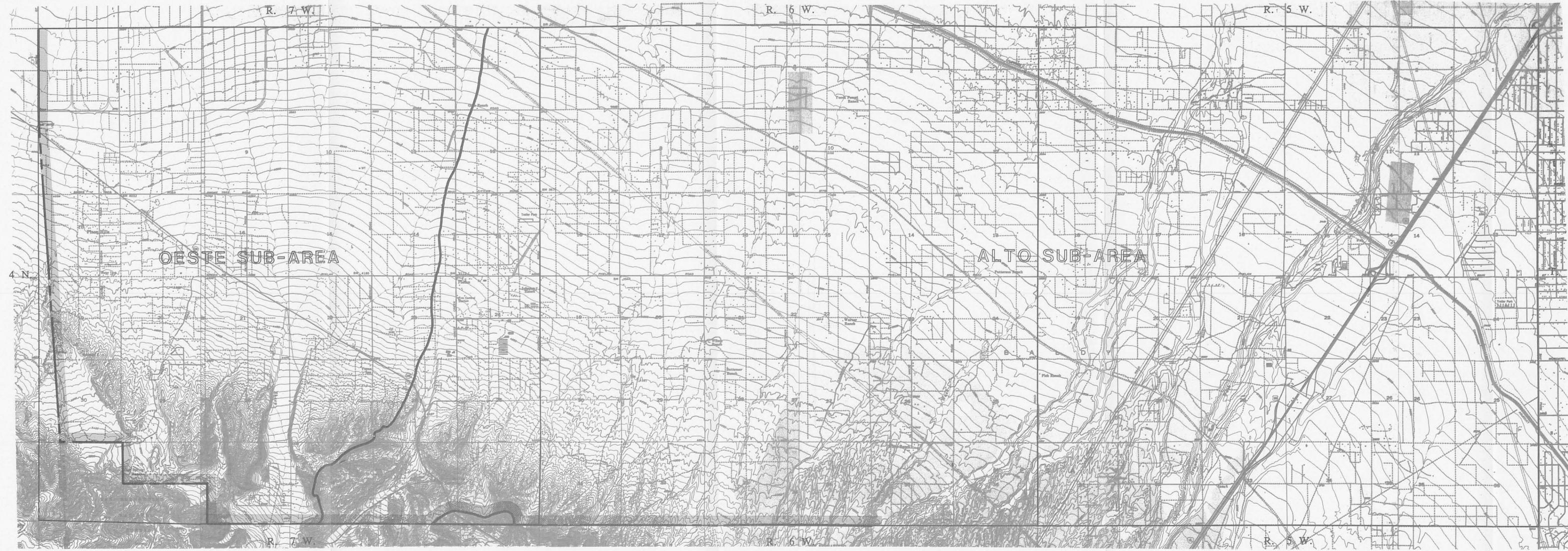


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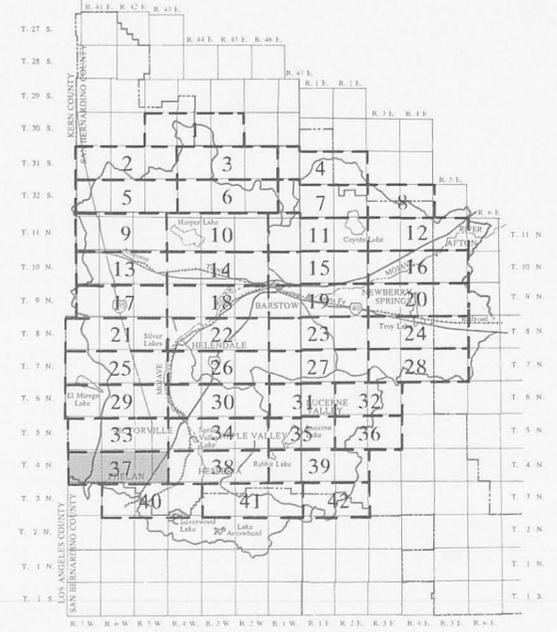
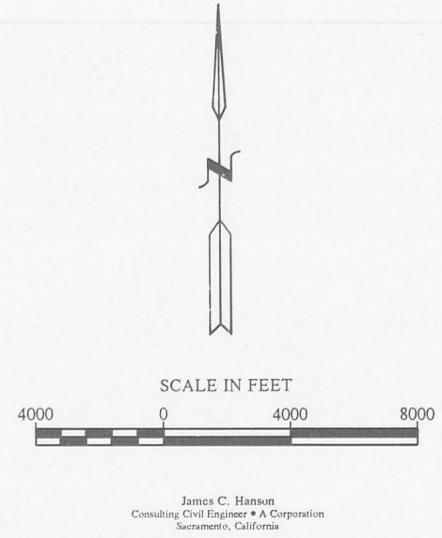


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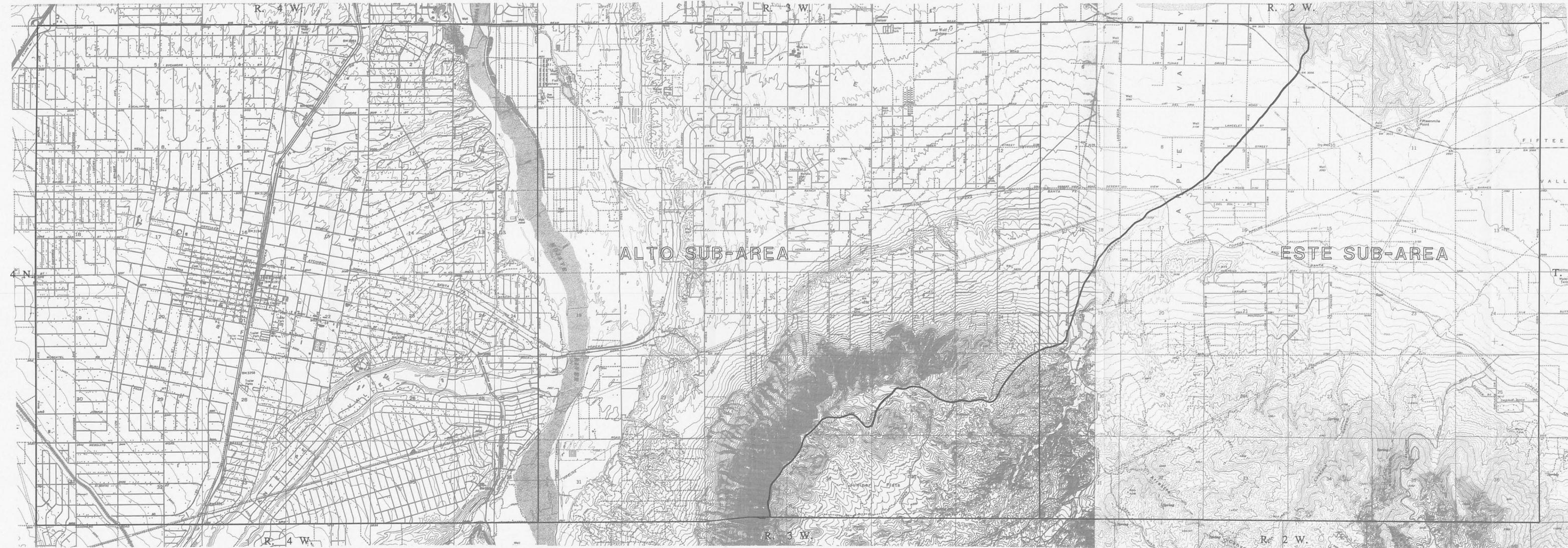
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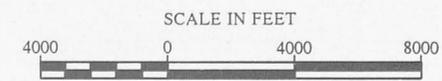


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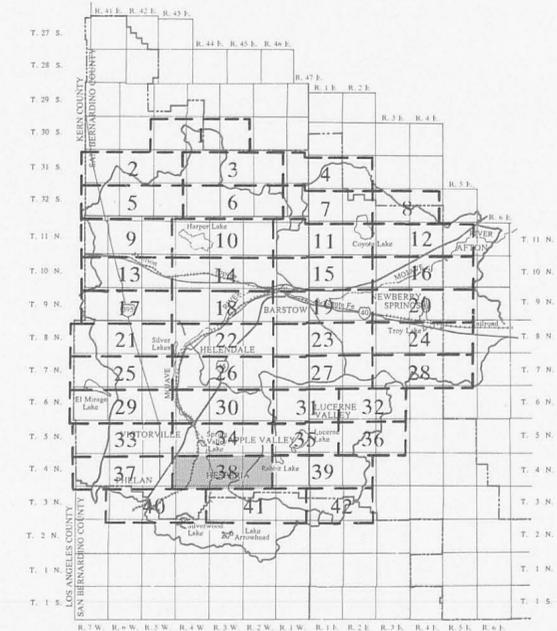


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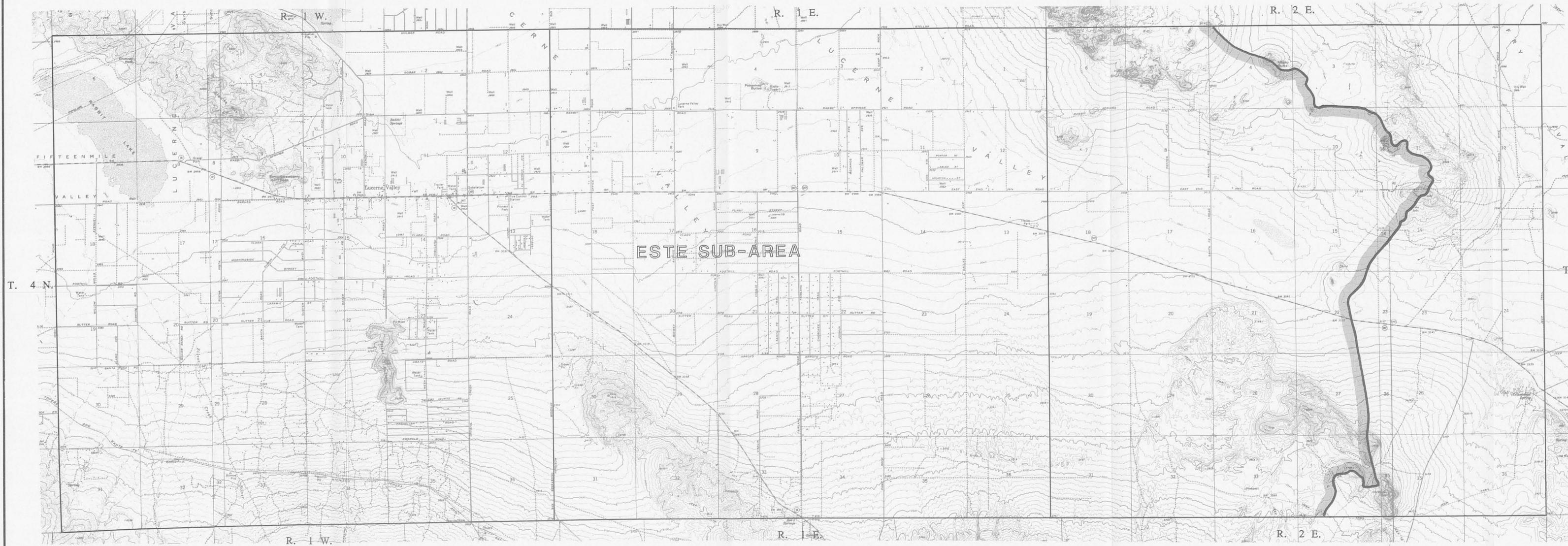
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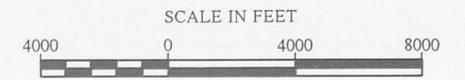


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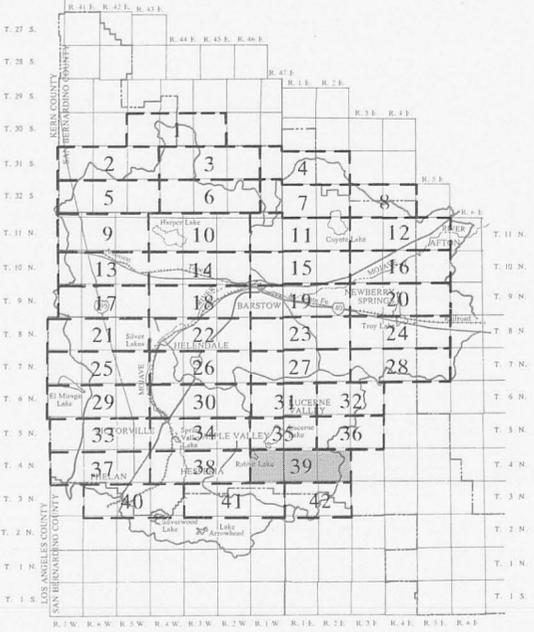


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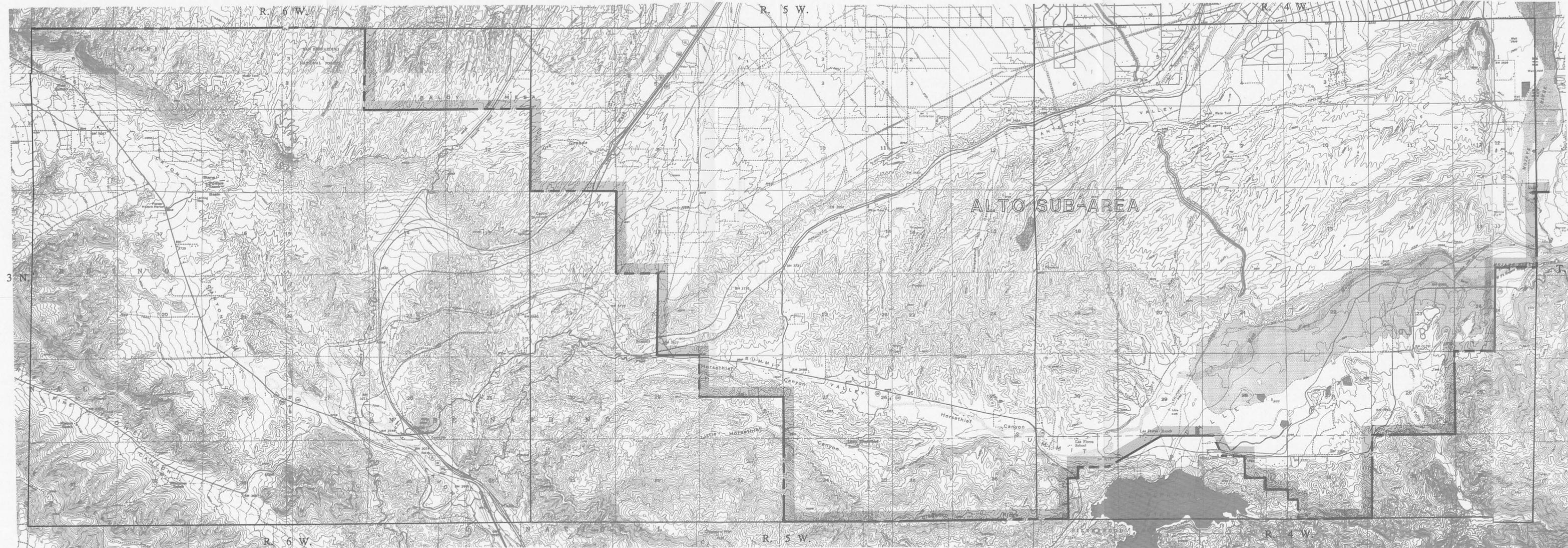


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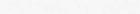


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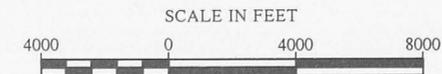
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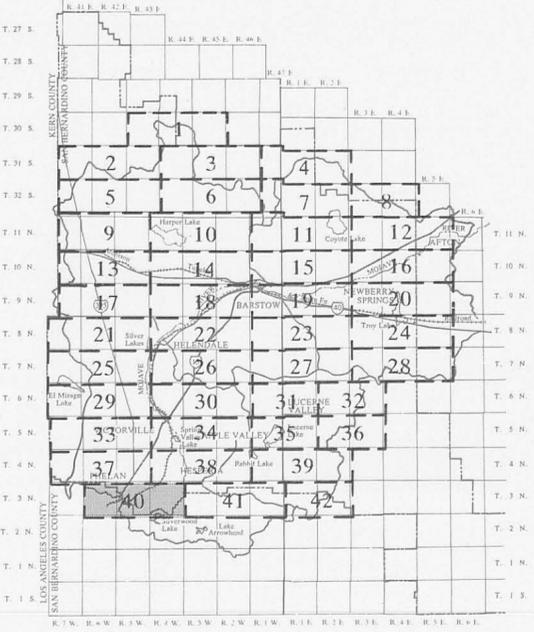
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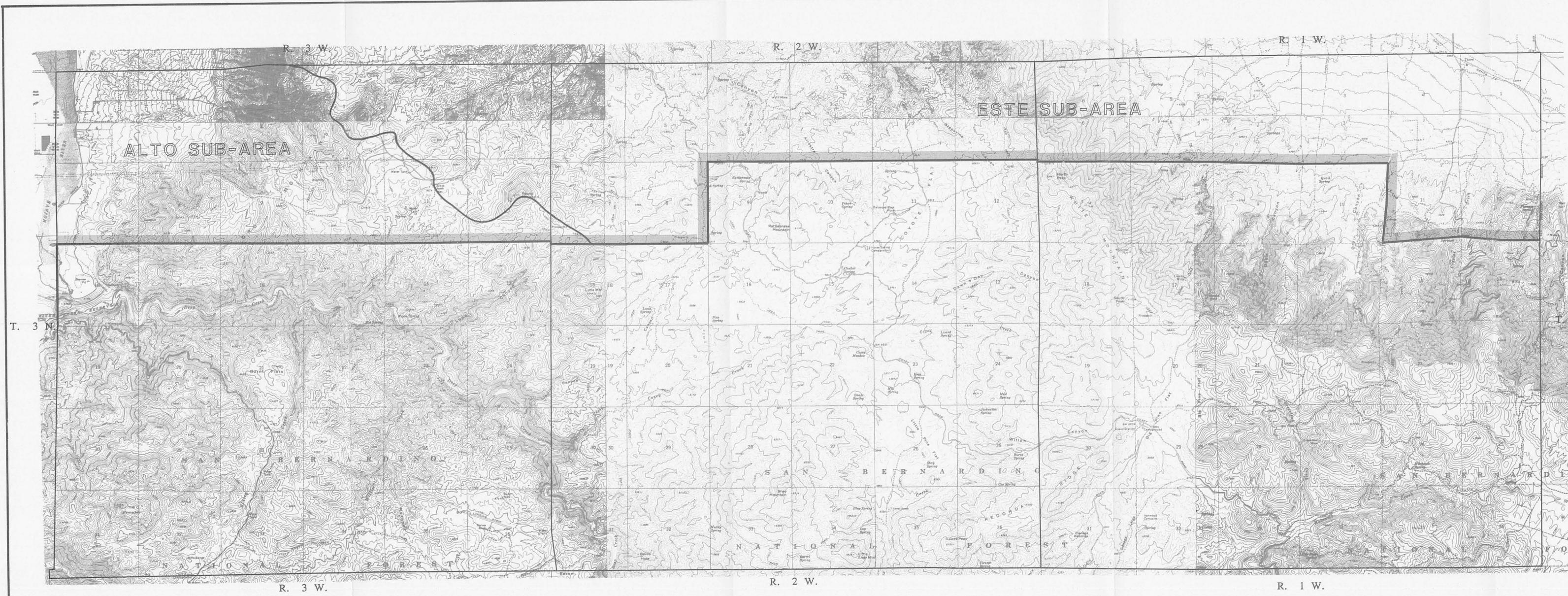
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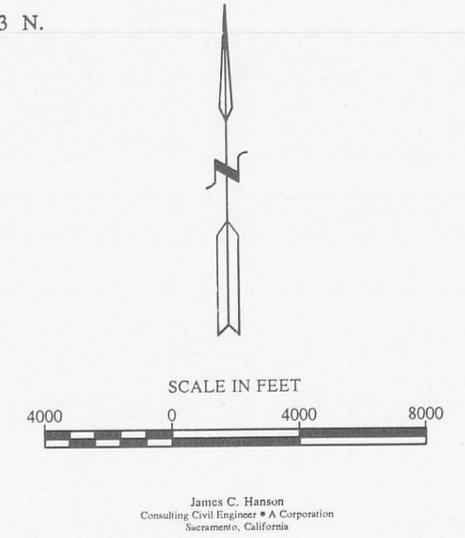


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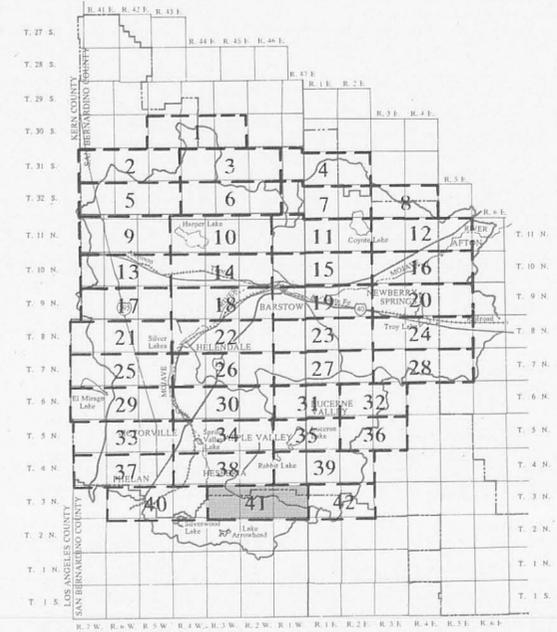


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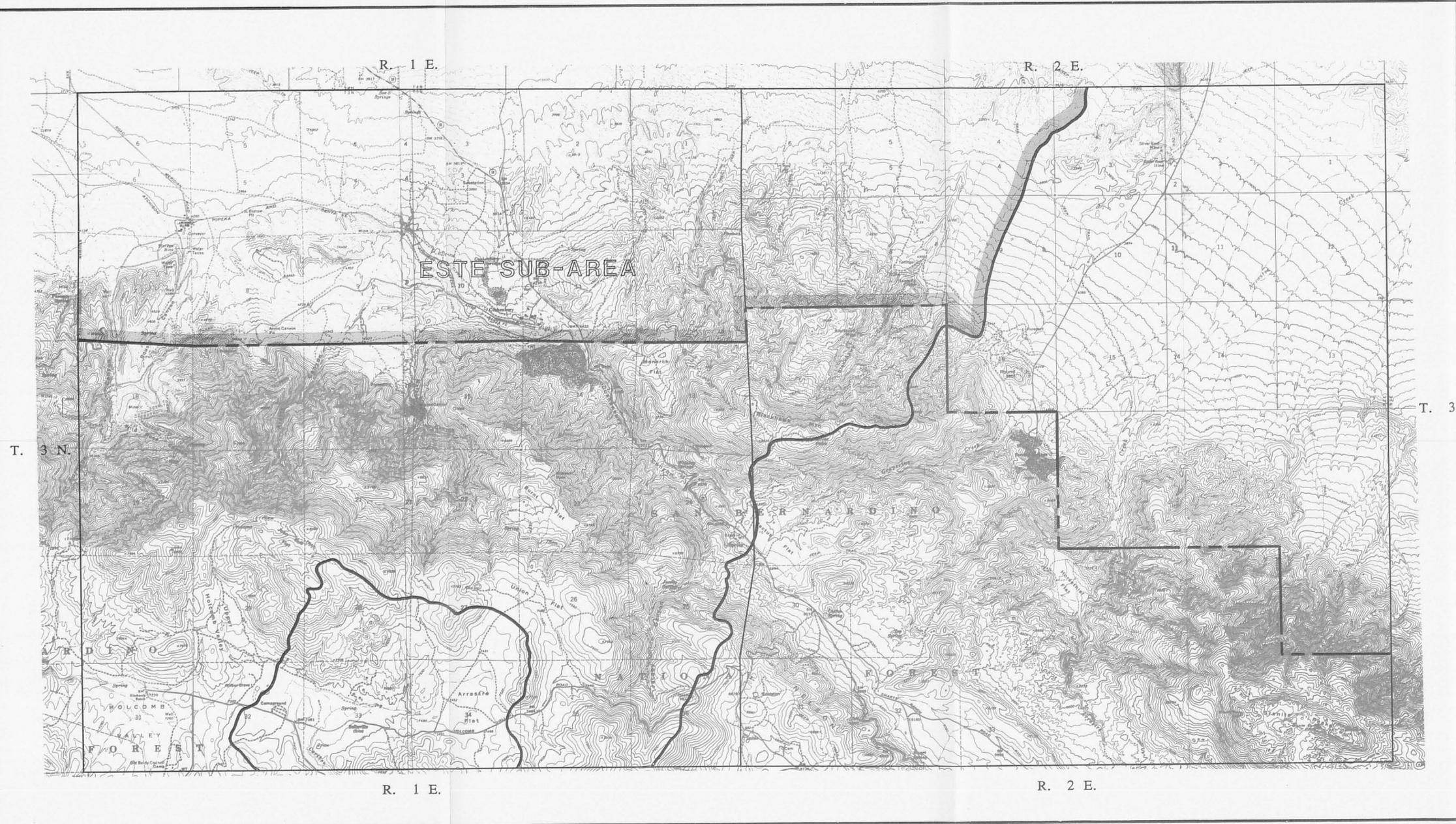
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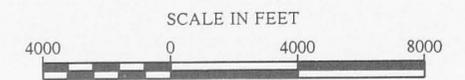


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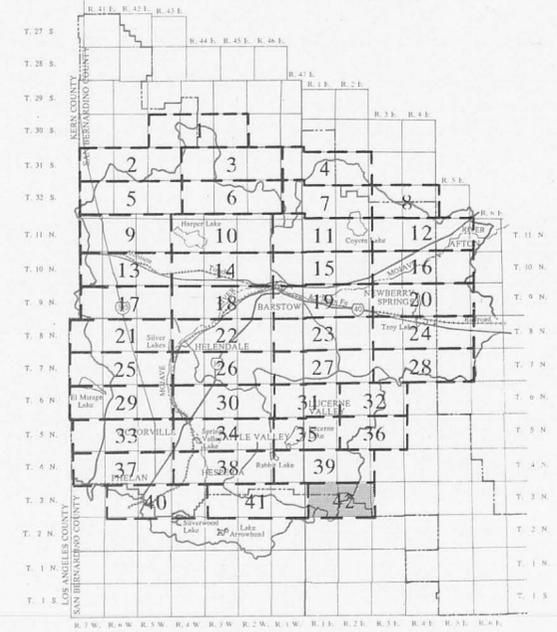


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EXHIBIT B

PRODUCTION TABLES

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TABLE B-1: TABLE SHOWING BASE ANNUAL PRODUCTION AND BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN EACH SUBAREA AND FREE PRODUCTION ALLOWANCES FOR EACH SUBAREA FOR THE FIRST FIVE YEARS AFTER ENTRY OF THE INTERLOCUTORY JUDGMENT

TABLE B-2: TABLE SHOWING TOTAL VERIFIED PRODUCTION, BASE ANNUAL PRODUCTION AND RECIRCULATED WATER PRODUCTION FOR AQUACULTURE AND FOR RECREATIONAL LAKES

~~12/30/92~~  
~~01/30/93~~  
~~02/28/93~~  
~~04/10/93~~  
~~04/30/93~~  
09/25/95

EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTE SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
ABSHIRE, DAVID V	24	0.1093	24	22	21	20	19
ANDERSON, ROSS C & BETTY J	34	0.1548	34	32	30	28	27
BAR H MUTUAL WATER COMPANY	53	0.2414	53	50	47	45	42
BELL, CHUCK	494	2.2497	494	469	444	419	395
BURNS, BOBBY J & EVELYN J	1,300	5.9204	1,300	1,235	1,170	1,105	1,040
CASA COLINA FOUNDATION	90	0.4099	90	85	81	76	72
CENTER WATER CO	40	0.1822	40	38	36	34	32
CLUB VIEW PARTNERS	1,276	5.8111	1,276	1,212	1,148	1,084	1,020
CROSS, LAWRENCE E	23	0.1047	23	21	20	19	18
CRYSTAL HILLS WATER COMPANY	194	0.8835	194	184	174	164	155
DAHLQUIST, GEORGE R	594	2.7052	594	564	534	504	475
DELPERDANG, ROBERT H	56	0.2550	56	53	50	47	44
DESERT DAWN MUTUAL WATER COMPANY	15	0.0683	15	14	13	12	12
GABTA, TRINIDAD	512	2.3317	512	486	460	435	409
GAYJIKIAN, SAMUEL & HAZEL	102	0.4645	102	96	91	86	81
GRACETOWN INVESTMENT CO - JETCO PROP FUND	752	3.4247	752	714	676	639	601
GUBLER, HANS	30	0.1366	30	28	27	25	24
HAL-DOR LTD	23	0.1047	23	21	20	19	18
HANDLEY, DON R & MARY ANN	73	0.3325	73	69	65	62	58
HART, MERRILL W	473	2.1541	473	449	425	402	378
HERT, SCOTT	276	1.2569	276	262	248	234	220
HI-GRADE MATERIALS	442	2.0129	442	419	397	375	353
HITCHIN LUCERNE, INC	16	0.0729	16	15	14	13	12
JAMS RANCH	28	0.1275	28	26	25	23	22

~~10/10/92~~  
~~01/20/93~~  
~~02/02/93~~  
~~04/10/93~~  
~~04/28/93~~  
09/25/95

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TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBARBA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
JUBILEE MUTUAL WATER COMPANY	142	0.6467	142	134	127	120	113
JUNIPER RIVIERA COUNTY WATER DISTRICT	37	0.1685	37	35	33	31	29
LEE, DOO HWAN	78	0.3552	78	74	70	66	62
LOPEZ, BALTAZAR	385	1.7533	385	365	346	327	308
LUA, ANTONIO	348	1.5848	348	330	313	295	278
LUCERNE VALLEY MUTUAL WATER COMPANY	54	0.2459	54	51	48	45	43
LUCERNE VALLEY PARTNERS	1,213	5.5242	1,213	1,152	1,091	1,031	970
LUCERNE VISTA WATER CO	21	0.0956	21	19	18	17	16
MITSUBISHI CEMENT CORPORATION	1,299	5.9158	1,299	1,234	1,169	1,104	1,039
MONACO INVESTMENT COMPANY	70	0.3188	70	66	63	59	56
MOSS, LAWRENCE W & HELEN J	43	0.1958	43	40	38	36	34
PARK, CHANHO	597	2.7188	597	567	537	507	477
PARK, JEONG, IL & HEA JA	96	0.4372	96	91	86	81	76
PEREZ, EVA	247	1.1249	247	234	222	209	197
PETTIGREW, DAN	1,422	6.4760	1,422	1,350	1,279	1,208	1,137
PETTIGREW, HOWARD L	1,500	6.8312	1,500	1,425	1,350	1,275	1,200
PLUESS-STAUFER CALIFORNIA INC	23	0.1047	23	21	20	19	18
REED, MIKE	58	0.2641	58	55	52	49	46
ROGERS, ROY	1,449	6.5990	1,449	1,376	1,304	1,231	1,159
SAN BERNARDINO CO SERVICE AREA 29	21	0.0956	21	19	18	17	16
SEALS, LAWRENCE	113	0.5146	113	107	101	96	90
SON'S RANCH	140	0.6376	140	133	126	119	112
SOUTHERN CALIFORNIA WATER COMPANY	178	0.8106	178	169	160	151	142
SPECIALTY MINERALS, INC	42	0.1913	42	39	37	35	33

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~~04/10/02~~  
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09/25/95

EXHIBIT B  
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BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTE SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
SPILLMAN, JAMES R & NANCY J	23	0.1047	23	21	20	19	18
STEWART WATER COMPANY	54	0.2459	54	51	48	45	43
STRINGER, W EDWARD	573	2.6095	573	544	515	487	458
THE CUSHENBURY TRUST, C/O SPECIALTY MINERALS, INC	10	0.0455	10	9	9	8	8
TURNER, LOYD & CAROL	77	0.3507	77	73	69	65	61
VISOSKY, JOSEPH F JR	1,120	5.1006	1,120	1,064	1,008	952	896
WEISER, SIDNEY & RAQUEL	90	0.4099	90	85	81	76	72
WILLOW WELLS MUTUAL WATER COMPANY	30	0.1366	30	28	27	25	24

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~~01/20/83~~  
~~02/02/83~~  
~~04/20/83~~  
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FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MINIMAL PRODUCER POOL	2,000	9.1083	2,000	1,900	1,800	1,700	1,600
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	1,485	6.7629					
ESTE SUBAREA TOTALS =	21,958	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN OESTE SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

OESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
AEROCHEM, INC	660	5.3645	660	627	594	561	528
BROWN, DOUG & SUB	46	0.3739	46	43	41	39	36
CHAMISAL MUTUAL	96	0.7803	96	91	86	81	76
DAVIS, PAUL	19	0.1544	19	18	17	16	15
DOSSEY, D A	14	0.1138	14	13	12	11	11
MEADOWBROOK DAIRY	2,335	18.9791	2,335	2,218	2,101	1,984	1,868
RESSEGUE, JOHN & BILL	259	2.1052	259	246	233	220	207
SAN BERNARDINO CO SERVICE AREA 70G	110	0.8941	110	104	99	93	88
SAN BERNARDINO CO SERVICE AREA 70L	1,306	10.6153	1,306	1,240	1,175	1,110	1,044
THORESON, ROBERT F & A KATHLEEN	40	0.3251	40	38	36	34	32
TROGER, RICHARD H	112	0.9103	112	106	100	95	89
VAN DAM BROTHERS	1,860	15.1183	1,860	1,767	1,674	1,581	1,488

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN OESTE SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

OESTE SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MINIMAL PRODUCER POOL	1,500	12.1921	1,500	1,425	1,350	1,275	1,200
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	3,946	32.0735					
OESTE SUBAREA TOTALS =	12,303	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBARRA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
ABBOND, EDWARD & GRACE	28	0.0229	28	26	25	23	22
ABBOTT, LEONARD C	284	0.2321	284	269	255	241	227
ADELANTO, CITY OF	1,573	1.2855	1,573	1,494	1,415	1,337	1,258
ADELANTO, CITY OF - GEORGE A F B	3,433	2.8055	3,433	3,261	3,089	2,918	2,746
AGCON, INC	384	0.3138	384	364	345	326	307
APPLE VALLEY COUNTRY CLUB	709	0.5794	709	673	638	602	567
APPLE VALLEY DEVELOPMENT	724	0.5917	724	687	651	615	579
APPLE VALLEY FOOTHILL CO WATER DISTRICT	167	0.1365	167	158	150	141	133
APPLE VALLEY HEIGHTS COUNTY WATER DISTRICT	125	0.1022	125	118	112	106	100
APPLE VALLEY RANCHOS WATER COMPANY	13,022	10.6419	13,022	12,370	11,719	11,068	10,417
APPLE VALLEY RECREATION & PARKS	45	0.0368	45	42	40	38	36
APPLE VALLEY VIEW MUTUAL WATER CO	36	0.0294	36	34	32	30	28
APPLE VALLEY, TOWN OF	298	0.2435	298	283	268	253	238
ARC LAS FLORES	6,331	5.1739	6,331	6,014	5,697	5,381	5,064
BACA, ENRIQUE	74	0.0605	74	70	66	62	59
BALDY MESA WATER DISTRICT	1,495	1.2218	1,495	1,420	1,345	1,270	1,196
BASS, NEWTON T	514	0.4201	514	488	462	436	411
BASTIANON, REMO	77	0.0629	77	73	69	65	61
BASURA, STEVE	25	0.0204	25	23	22	21	20
BEINSCHROTH, A J	90	0.0736	90	85	81	76	72
BOYCE, KENNETH & WILLA	102	0.0834	102	96	91	86	81
BROWN, BOBBY G & VALERIA R	42	0.0343	42	39	37	35	33
BURNS, ULYSSES & ANNIE L	164	0.1340	164	155	147	139	131
CARDOZO, MANUEL & MARIA	909	0.7429	909	863	818	772	727

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
CDFG - MOJAVE NARROWS REGIONAL PARK	2,107	1.7219	2,107	2,001	1,896	1,790	1,685
CDFG - MOJAVE RIVER FISH HATCHERY	20	0.0163	20	19	18	17	16
CLARK, KENNETH R	223	0.1822	223	211	200	189	178
CLEAR VIEW FARMS	501	0.4094	501	475	450	425	400
COPELAND, ET AL (C/O DON W. LITTLE)	175	0.1430	175	166	157	148	140
CRAMER, MARGARET MUIR	280	0.2288	280	266	252	238	224
CUNNINGHAM, WILLIAM	29	0.0237	29	27	26	24	23
DEXTER, CLAIR F	175	0.1430	175	166	157	148	140
DEXTER, J P	515	0.4209	515	489	463	437	412
DIBERNARDO, JOHN	203	0.1659	203	192	182	172	162
DOLCH, ROBERT & JUDY	426	0.3481	426	404	383	362	340
DOMBROWSKI, MICHAEL W & SUSAN M	19	0.0155	19	18	17	16	15
DOWSE, PHILIP	20	0.0163	20	19	18	17	16
EVENSON, EDWIN H & JOYCELAINE	70	0.0572	70	66	63	59	56
FISHER, DOLORES DR	48	0.0392	48	45	43	40	38
FISHER, JEROME	633	0.5173	633	601	569	538	506
FITZWATER, R E	291	0.2378	291	276	261	247	232
GARCIA, SONIA L	288	0.2354	288	273	259	244	230
GOMBZ, CIRIL - LIVING TRUST	330	0.2697	330	313	297	280	264
GREEN ACRES ESTATES	25	0.0204	25	23	22	21	20
GULBRANSON, MERLIN	163	0.1332	163	154	146	138	130
HELENDALE SCHOOL DISTRICT	18	0.0147	18	17	16	15	14
HESPERIA GOLF AND COUNTRY CLUB	678	0.5541	678	644	610	576	542
HESPERIA WATER DISTRICT	12,213	9.9808	12,213	11,602	10,991	10,381	9,770

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE- FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
HI-GRADE MATERIALS	149	0.1218	149	141	134	126	119
HODGE, STANLEY W	67	0.0548	67	63	60	56	53
HOLWAY, ROBERT	88	0.0719	88	83	79	74	70
HRUBIK, THOMAS A	3,862	3.1561	3,862	3,668	3,475	3,282	3,089
INDUSTRIAL ASPHALT	109	0.0891	109	103	98	92	87
JESS RANCH WATER COMPANY	7,480	6.1129	7,480	7,106	6,732	6,358	5,984
JOHNSON, LARRY & CARLEAN	82	0.0670	82	77	73	69	65
JOHNSON, RONALD	31	0.0253	31	29	27	26	24
JOHNSTON, HARRIET AND LARRY W	127	0.1038	127	120	114	107	101
KEMPER CAMPBELL RANCH	473	0.3865	473	449	425	402	378
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT	658	0.5377	658	625	592	559	526
LAWSON, ERNEST & BARBARA	15	0.0123	15	14	13	12	12
LENHERT, RONALD & TONI	37	0.0302	37	35	33	31	29
LEWIS HOMES OF CALIFORNIA	1,693	1.3836	1,693	1,608	1,523	1,439	1,354
LONGMAN, JACK	115	0.0940	115	109	103	97	92
LOUNSBURY, J PETER & CAROLYN	208	0.1700	208	197	187	176	166
LOW, ROBERT	399	0.3261	399	379	359	339	319
LUCKEY, MANLEY J	800	0.6538	800	760	720	680	640
LUTH, KEN	27	0.0221	27	25	24	22	21
MARIANA RANCHOS COUNTY WATER DISTRICT	245	0.2002	245	232	220	208	196
MCCALL, REX	44	0.0360	44	41	39	37	35
MCINNIS, WILLIAM S	30	0.0245	30	28	27	25	24
MITCHELL, ROBIN & JUDITH	36	0.0294	36	34	32	30	28
MURPHY, BERNARD H	25	0.0204	25	23	22	21	20

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MURPHY, BERNARD TRUST	162	0.1324	162	153	145	137	129
MURPHY, KENNETH	42	0.0343	42	39	37	35	33
MUTUAL FUNDING CORP	101	0.0825	101	95	90	85	80
NAVAJO MUTUAL WATER CO	88	0.0719	88	83	79	74	70
NUNN, DONALD & PEARL	66	0.0539	66	62	59	56	52
O'BRYANT, ROBERT C & BARBARA	107	0.0874	107	101	96	90	85
ORMSBY, HARRY G	386	0.3154	386	366	347	328	308
PALISADES RANCH	824	0.6734	824	782	741	700	659
PARKER, DAVID E	37	0.0302	37	35	33	31	29
PEARL, ALICE	147	0.1201	147	139	132	124	117
PEARSON, DERYL B	22	0.0180	22	20	19	18	17
PERRY, THOMAS A	35	0.0286	35	33	31	29	28
PETTIS TRUST	126	0.1030	126	119	113	107	100
PHENIX PROPERTIES LTD	652	0.5328	652	619	586	554	521
PITTMAN, LEROY W	148	0.1209	148	140	133	125	118
POLICH, LEE & DONNA	65	0.0531	65	61	58	55	52
RANCHERITOS MUTUAL WATER CO	169	0.1381	169	160	152	143	135
RIVERSIDE CEMENT CO - ORO GRANDE PLANT	3,452	2.8211	3,452	3,279	3,106	2,934	2,761
ROGERS, ROY (ORO GRANDE RANCH)	115	0.0940	115	109	103	97	92
RUDMAN, ROBERT T	300	0.2452	300	285	270	255	240
RUE RANCH	30	0.0245	30	28	27	25	24
SAN BERNARDINO CO SERVICE AREA 42	465	0.3800	465	441	418	395	372
SAN BERNARDINO CO SERVICE AREA 64	3,822	3.1234	3,822	3,630	3,439	3,248	3,057
SAN BERNARDINO CO SERVICE AREA 70C	2,346	1.9172	2,346	2,228	2,111	1,994	1,876

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup>	BASE ANNUAL <sup>2</sup>	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	PRODUCTION  (ACRE-FEET)	PRODUCTION RIGHT (PERCENT)	FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
SAN BERNARDINO CO SERVICE AREA 70J	1,005	0.8213	1,005	954	904	854	804
SAN BERNARDINO CO SERVICE AREA 70L	355	0.2901	355	337	319	301	284
SAN FILIPPO, JOSEPH & SHELLEY	35	0.0286	35	33	31	29	28
SILVER LAKES ASSOCIATION	3,987	3.2583	3,987	3,787	3,588	3,388	3,189
SOUTHDOWN, INC	1,519	1.2414	1,519	1,443	1,367	1,291	1,215
SOUTHERN CALIFORNIA WATER COMPANY	940	0.7682	940	893	846	799	752
SPRING VALLEY LAKE ASSOCIATION	3,056	2.4974	3,056	2,903	2,750	2,597	2,444
SPRING VALLEY LAKE COUNTRY CLUB	977	0.7984	977	928	879	830	781
STORM, RANDALL	62	0.0507	62	58	55	52	49
SUDMEIER, GLENN W	121	0.0989	121	114	108	102	96
SUMMIT VALLEY RANCH	452	0.3694	452	429	406	384	361
TATRO, RICHARD K & SANDRA A	280	0.2288	280	266	252	238	224
TATUM, JAMES B	829	0.6775	829	787	746	704	663
TAYLOR, ALLEN C / HAYMAKER RANCH	456	0.3727	456	433	410	387	364
THOMAS, S DALE	440	0.3596	440	418	396	374	352
THOMAS, WALTER	36	0.0294	36	34	32	30	28
THOMPSON, JAMES A	418	0.3416	418	397	376	355	334
THOMPSON, RODGER	76	0.0621	76	72	68	64	60
THRASHER, GARY	373	0.3048	373	354	335	317	298
THUNDERBIRD COUNTY WATER DISTRICT	118	0.0964	118	112	106	100	94
TURNER, ROBERT	70	0.0572	70	66	63	59	56
VAIL, JOSEPH B & PAULA E	126	0.1030	126	119	113	107	100
* VAN BURGER, CARL	710	0.5802	710	674	639	603	568
VAN LEEUWEN FAMILY TRUST	341	0.2787	341	323	306	289	272

\* Durston Well, location 06N/04W-18F, APN 468-151-11 - water production right of 357 acre/feet, claimed by Durston/Van Burger/CVB Investments and Industrial Asphalt. Product right to be determined in a subsequent severed proceeding, jurisdiction reserved.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
VANNI, MIKE	54	0.0441	54	51	48	45	43
VICTOR VALLEY COMMUNITY COLLEGE DIST	240	0.1961	240	228	216	204	192
VICTOR VALLEY WATER DISTRICT	13,354	10.9133	13,354	12,686	12,018	11,350	10,683
VICTORVILLE, CITY OF	12	0.0098	12	11	10	10	9
VOGLER, ALBERT H	132	0.1079	132	125	118	112	105
WACKERN, CAESAR	1,635	1.3362	1,635	1,553	1,471	1,389	1,308
WAKULA, JOHN	291	0.2378	291	276	261	247	232
WARD, KEN & BARBARA	65	0.0531	65	61	58	55	52
WEBER, DAVE	80	0.0654	80	76	72	68	64
WEST, CAROLYN & SMITH, RICHARD	24	0.0196	24	22	21	20	19
WEST, HOWARD & SUZY	72	0.0588	72	68	64	61	57
WHITTINGHAM, RICHARD V	15	0.0123	15	14	13	12	12
YEAGER, E L - CONSTRUCTION COMPANY INC	34	0.0278	34	32	30	28	27

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MINIMAL PRODUCER POOL	4,000	3.2689	4,000	3,800	3,600	3,400	3,200
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	4,967	4.0592					
ALTO SUBAREA TOTALS =	122,365	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup>	BASE ANNUAL <sup>2</sup>	FREE PRODUCTION ALLOWANCES (ACRE-FBET)				
	PRODUCTION  (ACRE-FBET)	PRODUCTION  RIGHT (PERCENT)	FIRST  YEAR	SECOND <sup>3</sup>  YEAR	THIRD <sup>3</sup>  YEAR	FOURTH <sup>3</sup>  YEAR	FIFTH <sup>3</sup>  YEAR
AGCON, INC	0	0.0000	0	0	0	0	0
AGUAYO, JEANETTE L	212	0.3742	212	201	190	180	169
ATCHISON, TOPEKA, SANTA FE RAILWAY CO	120	0.2118	120	114	108	102	96
AVDEEF, THOMAS	34	0.0600	34	32	30	28	27
AZTEC FARM DEVELOPMENT COMPANY (Now, Virgil Gorman)	220	0.3883	220	209	198	187	176
BARNES, PAY - EXECUTOR OF ESTATE OF WAYNE BARNES	243	0.4289	243	230	218	206	194
BROMMER, MARVIN	361	0.6372	361	342	324	306	288
BURNS, RITA J & PAMELA E	16	0.0282	16	15	14	13	12
CHAPA, LARRY R	96	0.1694	96	91	86	81	76
CHOI, YONG IL & JOUNG AE	38	0.0671	38	36	34	32	30
CHRISTISON, JOEL	75	0.1324	75	71	67	63	60
COOK, KWON W	169	0.2983	169	160	152	143	135
DE VRIES, NEIL	3,800	6.7070	3,800	3,610	3,420	3,230	3,040
DESERT COMMUNITY BANK	156	0.2753	156	148	140	132	124
DURAN, FRANK T	50	0.0883	50	47	45	42	40
GAINES, JACK	117	0.2065	117	111	105	99	93
GESIRIECH, WAYNE	121	0.2136	121	114	108	102	96
GORMAN, VIRGIL	138	0.2436	138	131	124	117	110
GRIEDER, RAYMOND H & DORISANNE	30	0.0530	30	28	27	25	24
GRILL, NICHOLAS P & MILLIE D	21	0.0371	21	19	18	17	16
GROEN, CORNELIS	1,043	1.8409	1,043	990	938	886	834
HANIFY, DBA - WHITE BEAR RANCH	152	0.2683	152	144	136	129	121
HARMSBN, JAMES & RUTH ANN	1,522	2.6863	1,522	1,445	1,369	1,293	1,217
HARPER LAKE COMPANY	1,433	2.5293	1,433	1,361	1,289	1,218	1,146

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
HI DESERT MUTUAL WATER CO	34	0.0600	34	32	30	28	27
HILEMAN, KATHERINE	19	0.0335	19	18	17	16	15
HILL, MELVIN	2,335	4.1213	2,335	2,218	2,101	1,984	1,868
HOY, MIKE	632	1.1155	632	600	568	537	505
JORDAN, RAYMOND	460	0.8119	460	437	414	391	368
JUSTICE, CHRIS	421	0.7431	421	399	378	357	336
KING, GENEVIEVE E	69	0.1218	69	65	62	58	55
LEE, SEPOONG ETAL & WOO POONG	77	0.1359	77	73	69	65	61
LEYERLY, GENEVA	65	0.1147	65	61	58	55	52
LEYERLY, RICHARD	862	1.5214	862	818	775	732	689
LUDINGTON, JAMES E & JO ANN	58	0.1024	58	55	52	49	46
LYON, LOUIS & BRIKA	130	0.2295	130	123	117	110	104
MARTIN, LENDELL	14	0.0247	14	13	12	11	11
MCCOLLUM, CHARLES L	347	0.6125	347	329	312	294	277
MEAD, G C	90	0.1589	90	85	81	76	72
MEYERS, LONNIE	27	0.0477	27	25	24	22	21
MITCHELL, CHARLES A	201	0.3548	201	190	180	170	160
MOFFITT, THOMAS R & EDITH I	62	0.1094	62	58	55	52	49
MOST, MILTON W	9,660	17.0500	9,660	9,177	8,694	8,211	7,728
NELSON, MILDRED L	52	0.0918	52	49	46	44	41
NEWBERRY SPRINGS COMPANY, INC	2,489	4.3931	2,489	2,364	2,240	2,115	1,991
OHAI, REYNOLDS & DOROTHY	137	0.2418	137	130	123	116	109
OROPEZA, JOSE M	190	0.3354	190	180	171	161	152
OSTERKAMP, GEROLD	260	0.4589	260	247	234	221	208

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
OWL ROCK PRODUCTS COMPANY	466	0.8225	466	442	419	396	372
PG & B	1,657	2.9246	1,657	1,574	1,491	1,408	1,325
REDDY, BOMMI V & KARUNA V	24	0.0424	24	22	21	20	19
ROWLAND, JAMES & HELEN	22	0.0388	22	20	19	18	17
RUISCH, DALE W	650	1.1473	650	617	585	552	520
SHIRKEY, ALAN G & MARY E	35	0.0618	35	33	31	29	28
SMITH, ROBERT A	43	0.0759	43	40	38	36	34
SOPPELAND, WAYNE	783	1.3820	783	743	704	665	626
SOUTHERN CALIFORNIA WATER COMPANY	11,309	19.9605	11,309	10,743	10,178	9,612	9,047
SPINK, WALTHALL	44	0.0777	44	41	39	37	35
ST CHARLES, DONALD B	609	1.0749	609	578	548	517	487
SUN 'N SKY COUNTRY CLUB	337	0.5948	337	320	303	286	269
TALLAKSON, WILLIAM V	17	0.0300	17	16	15	14	13
TILLEMA, HAROLD	874	1.5426	874	830	786	742	699
VAN DAM, ELBERT & SUSAN	722	1.2743	722	685	649	613	577
VAN LEEUWEN, JOHN	1,922	3.3923	1,922	1,825	1,729	1,633	1,537
VAN VLIET, HENDRIKA	820	1.4473	820	779	738	697	656
VANHOF, LUTHER C	23	0.0406	23	21	20	19	18
VERNOLA, PAT	3,116	5.4998	3,116	2,960	2,804	2,648	2,492
VISSER, ANNIE	91	0.1606	91	86	81	77	72
YANG, YOUNG MO	371	0.6548	371	352	333	315	296
YKEMA HARMSSEN DAIRY	1,000	1.7650	1,000	950	900	850	800

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MINIMAL PRODUCER POOL	2,000	3.5300	2,000	1,900	1,800	1,700	1,600
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	864	1.5250					
CENTRO SUBAREA TOTALS =	56,657	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
AKE, CHARLES J & MARJORIE M	23	0.0333	23	21	20	19	18
ANGERSER, ROBERT J & PEGGY	24	0.0347	24	22	21	20	19
ANTELOPE VALLEY DAIRY	5,430	7.8597	5,430	5,158	4,887	4,615	4,344
ARGUELLES, ALFREDO	1,047	1.5155	1,047	994	942	889	837
ATCHISON, TOPEKA, SANTA FE RAILWAY CO	80	0.1158	80	76	72	68	64
BAGLEY, ROY	20	0.0289	20	19	18	17	16
BALDERRAMA, ALFRED & LINDA	250	0.3619	250	237	225	212	200
BALL, DAVID P	81	0.1172	81	76	72	68	64
BARAK, RICHARD	132	0.1911	132	125	118	112	105
BARBER, JAMES B	167	0.2417	167	158	150	141	133
BARSTOW CALICO K O A	24	0.0347	24	22	21	20	19
BAUR, KARL & RITA	26	0.0376	26	24	23	22	20
BEDINGFIELD, LYNDLELL & CHARLENE	56	0.0811	56	53	50	47	44
BENTON, PHILIP G	35	0.0507	35	33	31	29	28
BORGOGNO, STEVEN & LILLIAN B	1,844	2.6691	1,844	1,751	1,659	1,567	1,475
BOWMAN, EDWIN L	31	0.0449	31	29	27	26	24
BROWN, RONALD A	1,080	1.5632	1,080	1,026	972	918	864
BROWY, ORVILLE & LOUISE	33	0.0478	33	31	29	28	26
BRUINS, NICHOLAS	29	0.0420	29	27	26	24	23
CALICO LAKES HOMEOWNERS ASSOCIATION	1,031	1.4923	1,031	979	927	876	824
CALIF DEPT OF TRANSPORTATION	71	0.1028	71	67	63	60	56
CAMPBELL, M A & DIANNE	22	0.0318	22	20	19	18	17
CARTER, JOHN THOMAS	746	1.0798	746	708	671	634	596
CDFG - CAMP CADY	14	0.0203	14	13	12	11	11

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TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
CHANG, TIMOTHY & JANE	18	0.0261	18	17	16	15	14
CHASTAIN, W C	100	0.1447	100	95	90	85	80
CHEYENNE LAKE, INC	122	0.1766	122	115	109	103	97
CHIAO MEI DEVELOPMENT	451	0.6528	451	428	405	383	360
CHO BROTHERS RANCH	758	1.0972	758	720	682	644	606
CHUANG, MARSHAL	70	0.1013	70	66	63	59	56
CONNER, WILLIAM H	25	0.0362	25	23	22	21	20
COOL WATER RANCH	76	0.1100	76	72	68	64	60
CRYSTAL LAKES PROPERTY OWNERS ASSOCIATION	447	0.6470	447	424	402	379	357
DAGGETT COMMUNITY SERVICES DISTRICT	235	0.3402	235	223	211	199	188
DALJO CORPORATION	31	0.0449	31	29	27	26	24
DAVIS, RONALD & DONNA	53	0.0767	53	50	47	45	42
DE JONG, ALAN L	1,648	2.3854	1,648	1,565	1,483	1,400	1,318
DENNISON, QUENTIN D	29	0.0420	29	27	26	24	23
DESERT LAKES CORPORATION - (LAKE DOLORES)	483	0.6991	483	458	434	410	386
DOCIMO, DONALD P & PATRICIA J	23	0.0333	23	21	20	19	18
DONALDSON, JERRY & BEVERLY	90	0.1303	90	85	81	76	72
ELLISON, SUSAN	15	0.0217	15	14	13	12	12
EVKHANIAN, JAMES H	110	0.1592	110	104	99	93	88
FAWCETT, EDWARD C	20	0.0289	20	19	18	17	16
FELIX, ALAN E & CAROL L	36	0.0521	36	34	32	30	28
PERRO, DENNIS & NORMA	32	0.0463	32	30	28	27	25
FRIEND, JOSEPH & DEBORAH	60	0.0868	60	57	54	51	48
FUNDAMENTAL CHRISTIAN ENDEAVOR	285	0.4125	285	270	256	242	228

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 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
GARCIA, DANIEL	23	0.0333	23	21	20	19	18
GOLD, HAROLD	249	0.3604	249	236	224	211	199
GRAVES, CHESTER B	32	0.0463	32	30	28	27	25
HAIGH, WHILLYN & MARGARET	32	0.0463	32	30	28	27	25
HALL, LARRY	23	0.0333	23	21	20	19	18
HARALIK, BESS & ROBERT	27	0.0391	27	25	24	22	21
HARDESTY, LESLIE E & BECKY J	47	0.0680	47	44	42	39	37
HARSON, NICHOLAS & MARY	30	0.0434	30	28	27	25	24
HARTER FARMS	1,083	1.5676	1,083	1,028	974	920	866
HARTER, JOE & SUE	738	1.0682	738	701	664	627	590
HARTLEY, LONNIE	19	0.0275	19	18	17	16	15
HARVEY, FRANK	38	0.0550	38	36	34	32	30
HENDLEY, RICK & BARBARA	48	0.0695	48	45	43	40	38
HIETT, PATRICIA J	16	0.0232	16	15	14	13	12
HILARIDES, FRANK	1,210	1.7514	1,210	1,149	1,089	1,028	968
HOLLISTER, ROBERT H & RUTH M	44	0.0637	44	41	39	37	35
HONG, PAUL B & MAY	95	0.1375	95	90	85	80	76
HORTON'S CHILDREN'S TRUST	106	0.1534	106	100	95	90	84
HORTON, JOHN MD	183	0.2649	183	173	164	155	146
HOSKING, JOHN W & JEAN	94	0.1361	94	89	84	79	75
HUBBARD, ESTER & MIZUNO, ARLEAN	28	0.0405	28	26	25	23	22
HUNT, RALPH M & LILLIAN F	31	0.0449	31	29	27	26	24
HUTCHISON, WILLIAM O	901	1.3042	901	855	810	765	720
HYATT, JAMES & BRENDA	210	0.3040	210	199	189	178	168

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TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBARRA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBARRA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
IRVIN, BERTRAND W	29	0.0420	29	27	26	24	23
J V A AIR INC	54	0.0782	54	51	48	45	43
JACKSON, RAY	20	0.0289	20	19	18	17	16
JOHNSON, JAMES R	247	0.3575	247	234	222	209	197
JUSTICE, CHRIS	6	0.0087	6	5	5	5	4
KAPLAN, ABRAHAM M	76	0.1100	76	72	68	64	60
KASNER, ROBERT	1,001	1.4489	1,001	950	900	850	800
KATCHER, AUGUST M & MARCELYNE	23	0.0333	23	21	20	19	18
KEMP, ROBERT & ROSE	32	0.0463	32	30	28	27	25
KIEL, MARY	34	0.0492	34	32	30	28	27
KIM, JOON HO	764	1.1059	764	725	687	649	611
KOSHAREK, JOHN & JOANNE	54	0.0782	54	51	48	45	43
LAKE JODIE PROPERTY OWNERS ASSOCIATION	254	0.3677	254	241	228	215	203
LAKE WAIKIKI	98	0.1419	98	93	88	83	78
LAKE WAINANI OWNERS ASSOCIATION	202	0.2924	202	191	181	171	161
LANGLEY, MICHAEL R	20	0.0289	20	19	18	17	16
LAWRENCE, WILLIAM W	45	0.0651	45	42	40	38	36
LBE, MOON & OKBEA	49	0.0709	49	46	44	41	39
LBE, VIN JANG T	630	0.9119	630	598	567	535	504
LESHIN, CONNIE & SOL	1,416	2.0496	1,416	1,345	1,274	1,203	1,132
LESHIN, SOL	1,997	2.8906	1,997	1,897	1,797	1,697	1,597
LEVINE, DR LESLIE	1,637	2.3695	1,637	1,555	1,473	1,391	1,309
LONG, BALLARD	35	0.0507	35	33	31	29	28
M BIRD CONSTRUCTION	41	0.0593	41	38	36	34	32

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TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	(ACRE-FEET)	(PERCENT)	FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MAHJOUBI, APSAR S	63	0.0912	63	59	56	53	50
MALIN, LILY	54	0.0782	54	51	48	45	43
MALONEY, JANICE	36	0.0521	36	34	32	30	28
MARCROFT, JAMES A & JOAN	38	0.0550	38	36	34	32	30
MARSHALL, CHARLES	20	0.0289	20	19	18	17	16
MAYBERRY, DONALD J	41	0.0593	41	38	36	34	32
MILBRAT, IRVING	73	0.1057	73	69	65	62	58
MITCHELL, CHARLOTTE	115	0.1665	115	109	103	97	92
MITCHELL, JAMES L & CHERYL A	155	0.2244	155	147	139	131	124
MOORE, WAYNE G & JULIA H	103	0.1491	103	97	92	87	82
MORRIS, KARL	304	0.4400	304	288	273	258	243
MULLIGAN, ROBERT & INEZ	35	0.0507	35	33	31	29	28
NEWBERRY COMMUNITY SERVICE DIST	23	0.0333	23	21	20	19	18
NU VIEW DEVELOPMENT, INC	2,899	4.1962	2,899	2,754	2,609	2,464	2,319
O P D L INC	109	0.1578	109	103	98	92	87
O'KEEFE, SARAH-LEE & JOKE E	50	0.0724	50	47	45	42	40
P & H ENGINEERING & DEV CORP	667	0.9654	667	633	600	566	533
PARKER, GEORGE R	144	0.2084	144	136	129	122	115
PATHFINDER INVESTORS	472	0.6832	472	448	424	401	377
PAYAN, PAUL	32	0.0463	32	30	28	27	25
PERKO, BERT K	132	0.1911	132	125	118	112	105
PITTS, JOE	30	0.0434	30	28	27	25	24
POHL, ANDREAS & CATHLYN	17	0.0246	17	16	15	14	13
POLAND, JOHN R & SANDRA M	92	0.1332	92	87	82	78	73

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
PRICE, ALAN E	37	0.0536	37	35	33	31	29
PRICE, DONALD	42	0.0608	42	39	37	35	33
PUCKHABER, WILLIAM F TRUST	63	0.0912	63	59	56	53	50
PURCIO, THOMAS F & PATRICIA A	80	0.1158	80	76	72	68	64
RANDOLPH, JOAN E	24	0.0347	24	22	21	20	19
REEVES, RICHARD	230	0.3329	230	218	207	195	184
RICE, DANIEL & MARY	121	0.1751	121	114	108	102	96
RICE, HENRY C & DIANA	24	0.0347	24	22	21	20	19
RIBGER, WALTER M	62	0.0897	62	58	55	52	49
RIKUO CORPORATION	1,517	2.1958	1,517	1,441	1,365	1,289	1,213
ROSSI, JAMES L & NAOMI I	614	0.8887	614	583	552	521	491
ROTEX CONSTRUCTION COMPANY	2,529	3.6606	2,529	2,402	2,276	2,149	2,023
SAN BERNARDINO COUNTY BARSTOW - DAGGETT AIRPORT	168	0.2432	168	159	151	142	134
SANTUCCI, ANTONIO & WILSA	30	0.0434	30	28	27	25	24
SCOGGINS, JERRY	105	0.1520	105	99	94	89	84
SHEPPARD, THOMAS & GLORIA	217	0.3141	217	206	195	184	173
SHORT, CHARLES & MARGARET	54	0.0782	54	51	48	45	43
SHORT, JEFF	30	0.0434	30	28	27	25	24
SILVER VALLEY RANCH, INC	109	0.1578	109	103	98	92	87
SMITH, WILLIAM E	19	0.0275	19	18	17	16	15
SNYDER, KRYL K & ROUTH, RICHARD J	64	0.0926	64	60	57	54	51
SOUTHERN CALIFORNIA EDISON CO - AGRICULTURE	5,858	8.4792	5,858	5,565	5,272	4,979	4,686
SOUTHERN CALIFORNIA EDISON CO - INDUSTRIAL	4,565	6.6076	4,565	4,336	4,108	3,880	3,652
SOUTHERN CALIFORNIA GAS COMPANY	98	0.1419	98	93	88	83	78

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~~03/03/03~~  
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~~04/28/03~~  
09/25/95

EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION  (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
ST ANTONY COPTIC ORTHODOX MONASTERY	130	0.1882	130	123	117	110	104
STEWART, STANLEY & PATRICIA	27	0.0391	27	25	24	22	21
SUGA, TAKRAKI	154	0.2229	154	146	138	130	123
SUNDOWN LAKES, INC	168	0.2432	168	159	151	142	134
SWARTZ, ROBERT & IRENE	50	0.0724	50	47	45	42	40
TAPIE, RAYMOND & MURIEL	18	0.0261	18	17	16	15	14
TAYLOR, TOM	503	0.7281	503	477	452	427	402
THAYER, SHARON	58	0.0840	58	55	52	49	46
THE 160 NEWBERRY RANCH CALIFORNIA, LTD	1,033	1.4952	1,033	981	929	878	826
TRIPLE H PARTNERSHIP	993	1.4373	993	943	893	844	794
UNION PACIFIC RAILROAD COMPANY	249	0.3604	249	236	224	211	199
VAN BASTELAAR, ALPHONSE	78	0.1129	78	74	70	66	62
VAN DIEST, CORNELIUS	934	1.3519	934	887	840	793	747
VAN LEEUWEN, JOHN	1,084	1.5690	1,084	1,029	975	921	867
VANDER DUSSEN, AGNES	1,792	2.5938	1,792	1,702	1,612	1,523	1,433
VAUGHT, ROBERT E & KAREN M	43	0.0622	43	40	38	36	34
VERNOLA, PAT	1,310	1.8962	1,310	1,244	1,179	1,113	1,048
WARD, ERNEST & LAURA	38	0.0550	38	36	34	32	30
WARD, RONNY H	130	0.1882	130	123	117	110	104
WEBER, F R & JUNELL	96	0.1390	96	91	86	81	76
WEBSTER, THOMAS M & PATRICIA J	24	0.0347	24	22	21	20	19
WEIDKNECHT, ARTHUR J & PEGGY A	79	0.1143	79	75	71	67	63
WESTERN HORIZON ASSOCIATES INC	1,188	1.7196	1,188	1,128	1,069	1,009	950
WESTERN ROCK PRODUCTS	31	0.0449	31	29	27	26	24

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09/25/95

EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
WET SET, INC	129	0.1867	129	122	116	109	103
WITTE, E DANIEL	27	0.0391	27	25	24	22	21
WLSR INC	133	0.1925	133	126	119	113	106
WORSEY, REVAE	29	0.0420	29	27	26	24	23
YARD, BETTY	26	0.0376	26	24	23	22	20
YERMO WATER COMPANY	453	0.6557	453	430	407	385	362
YOUNG, KRITH O - (DESERT TURF)	312	0.4516	312	296	280	265	249
MINIMAL PRODUCER POOL	3,500	5.0661	3,500	3,325	3,150	2,975	2,800
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	320	0.4632					
BAJA SUBAREA TOTALS =	69,087	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
ALTO SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION	RECIRCULATED <sup>3</sup> WATER
	(ACRE-FEET)		
CDFG - MOJAVE RIVER FISH HATCHERY	10,678	20	10,658
JESS RANCH WATER COMPANY	18,625	7,480	11,145
ALTO SUBAREA TOTALS =	29,303	7,500	21,803

Total Water Production is the reported maximum year production for each producer for the five year period 1986-1990.

These values reflect the maximum production determined by one or more of the following: Southern California Edison records; James C. Hanson site inspection; land use estimates from 1989 aerial photography; responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.

2 Base Annual Production as shown on Table B-1.

3 Amount shown is the difference between the Total Water Production and the Base Annual Production.

EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
BAJA SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION (ACRE-FEET)	RECIRCULATED <sup>3</sup> WATER
BROWY, ORVILLE & LOUISE	210	33	177
CALICO LAKES HOMEOWNERS ASSOCIATION	2,513	1,031	1,482
CDFG - CAMP CADY	102	14	88
CHEYENNE LAKE, INC	638	122	516
CRYSTAL LAKES PROPERTY OWNERS ASSOCIATION	6,575	447	6,128
DESERT LAKES CORPORATION - (LAKE DOLORES)	928	483	445
FUNDAMENTAL CHRISTIAN ENDEAVOR	440	285	155
HORTON'S CHILDREN'S TRUST	1,291	106	1,185
HORTON, JOHN MD	672	183	489
KIEL, MARY	188	34	154
LAKE JODIE PROPERTY OWNERS ASSOCIATION	2,805	254	2,551
LAKE WAIKIKI	400	98	302
LAKE WAINANI OWNERS ASSOCIATION	1,420	202	1,218
LEE, MOON & OKBEA	171	49	122
O F D L INC	434	109	325
RICE, DANIEL & MARY	614	121	493
SCOGGINS, JERRY	922	105	817
SILVER VALLEY RANCH, INC	455	109	346
SMITH, WILLIAM E	153	19	134
SUNDOWN LAKES, INC	1,109	168	941
TAPIE, RAYMOND & MURIEL	108	18	90
THAYER, SHARON	159	58	101
WET SET, INC	441	129	312
WLSR INC	678	133	545

EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
BAJA SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION	RECIRCULATED <sup>3</sup> WATER
(ACRE-FEET)			
BAJA SUBAREA TOTALS =	23,426	4,310	19,116

- 1 Total Water Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records; James C. Hanson site inspection; land use estimates from 1989 aerial photography; responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production as shown on Table B-1.
- 3 Amount shown is the difference between the Total Water Production and the Base Annual Production.

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EXHIBIT C

ENGINEERING APPENDIX

CONTENTS

- A. ADJUSTMENT OF FREE PRODUCTION ALLOWANCES
- B. DETERMINATION OF SURFACE FLOW COMPONENTS

TABLE C-1: MOJAVE BASIN AREA ADJUDICATION SUBAREA HYDROLOGICAL INVENTORY BASED ON LONG-TERM AVERAGE NATURAL WATER SUPPLY AND OUTFLOW AND CURRENT YEAR IMPORTS AND CONSUMPTIVE USE



1 total measured surface flow at Lower Narrows was Storm Flow and  
2 what portion was Base Flow.

3 The Parties in reaching the physical solution provided for in  
4 the Judgment, used certain procedures to separate the Storm Flow  
5 and Base Flow components of the total measured surface flow at  
6 Lower Narrows. Hydrographs of the mean daily discharge at Lower  
7 Narrows were plotted for the Year under consideration together with  
8 corresponding rainfall data obtained from the National Oceanic and  
9 Atmospheric Administration (NOAA) for Lake Arrowhead. Hydrographs  
10 were also plotted for the combined flow of West Fork Mojave River  
11 and Deep Creek which together with the Lake Arrowhead precipitation  
12 data served as a guide for interpreting those periods during which  
13 Storm Flow was likely to have occurred at Lower Narrows.

14 Other factors considered included:

15 \* Occurrences of Storm Flow at Barstow and Afton Canyon,  
16 \* Precipitation at Victorville and Barstow,  
17 \* Consideration of the time of Year and temperature, &  
18 \* Shape of hydrographs for Years having similar Base Flow  
19 characteristics.

20 Based on interpretation of all of the foregoing information,  
21 the flows occurring on those days during which Storm Flow most  
22 likely occurred were "scalped" by projecting an estimated Base Flow  
23 Curve through the Storm Flow Period. The Base Flow component of  
24 the total monthly flow was then determined as follows:

25 a. For those periods during which there was obviously no  
26 Storm Flow, the entire recorded mean daily flows were assumed to be  
27 Base Flow.  
28

1           b. For the remaining Storm Flow periods, the Base Flow  
2 component was taken as the area under the Base Flow Curve, except  
3 that for those days within the Storm Flow period when the actual  
4 mean daily discharge is less than the amount indicated by the Base  
5 Flow Scalping Curves, then the actual recorded amount is used.

6           2. Determination of Surface Flow Components at Waterman  
7 Fault. The total amount of surface flow passing the Waterman Fault  
8 (under current riverbed conditions) is considered to be Storm Flow  
9 and can be estimated from the Storm Flow passing the USGS gauging  
10 station Mojave River at Barstow. The following table was developed  
11 to provide a method for estimating flow at Waterman Fault:

12	Storm Flow At Barstow Gage <sup>1</sup> 13 <u>(Acre-Feet)</u>	Estimated Surface Flow at Waterman Fault 14 <u>(Acre-Feet)</u>
14	2,000	0
15	10,000	6,200
16	20,000	14,300
17	30,000	22,600
18	40,000	31,400
19	50,000	40,500
20	60,000	49,200
21	70,000	58,400
22	80,000	67,800
23	90,000	76,800
24	100,000	85,400

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27 <sup>1</sup>From Recorded Flow at USGS Gaging Station Mojave River at  
28 Barstow. Relationship is based on single storm events. More than  
one storm event separated by more than five day of zero flow will  
be considered as separate storms.

1                   3.    Determination of Surface Flow Components at Afton.

2   Records available for the discharge of the Mojave River at Afton,  
3   California, provide data on the total amount of surface flow and  
4   since storm runoff occurs during and immediately following a major  
5   storm event in the watershed area tributary to the Baja Basin below  
6   Barstow or in the event of large Storm Flows at Barstow which reach  
7   Afton, it was necessary to determine what portion of the total  
8   measured surface flow at Afton is Storm Flow and what portion of  
9   Base Flow.

10           The Parties, in reaching the physical solution provided for in  
11   the Judgment, used certain procedures to separate the Storm Flow  
12   and Base Flow components of the total measured surface flow at  
13   Afton. Hydrographs of the mean daily discharge at Afton were  
14   plotted for the water Year under consideration. In the absence of  
15   Storm Flow, the Base Flow curve at Afton was generally a relatively  
16   constant amount. Storm Flows were evidenced by sharp spikes or  
17   abrupt departures from the antecedent Base Flow and a fairly rapid  
18   return to pre-storm Base Flow Condition. The hydrograph of flows  
19   at Barstow served as a guide for identifying those periods during  
20   which Storm Flow was likely to have occurred at Afton.

21           Based on interpretation of all of the foregoing information,  
22   the flows occurring on those days during which Storm Flow most  
23   likely occurred were "scalped" by projecting an estimated Base Flow  
24   Curve through the Storm Flow Period. The Base Flow component of  
25   the total monthly flow was then determined as follows:

26           a. For those periods during which there is obviously no  
27   Storm Flow, the entire recorded mean daily flows were assumed to be  
28   Base Flow.

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b. For the remaining Storm Flow periods, the Base Flow component was taken as the area under the Base Flow Curve except that for those days within the Storm Flow period when the actual mean daily discharge was less than the amount indicated by the Base Flow Scalping Curves, then the actual recorded amount was used.

4. Engineers' Work Papers. These procedures are reflected in the Work Papers of the Engineers, copies of which are filed with the Watermaster.

**TABLE C-1**  
**Mojave Basin Area Adjudication**  
**Subarea Hydrological Inventory Based On**  
**Long-Term Average Natural Water Supply and Outflow**  
**and Current Year Imports and Consumptive Use**  
**(All Amounts in Acre-Feet)**

<b>WATER SUPPLY</b>	<b>Este</b>	<b>Oeste</b>	<b>Alto</b>	<b>Centro</b>	<b>Baja</b>	<b>Basin Totals</b>
Surface Water Inflow						
Gaged	0	0	65,000	0	0	65,000 <sup>1</sup>
Ungaged	1,700	1,500	3,000	37,300 <sup>1</sup>	14,300 <sup>2</sup>	6,500 <sup>3</sup>
Subsurface Inflow	0	0	1,000	2,000	1,200	0 <sup>4</sup>
Deep Percolation of Precipitation	0	0	3,500	0	100	3,600
Imports						
Lake Arrowhead CSD	0	0	1,500	0	0	1,500
Big Bear ARWWA	2,000	0	0	0	0	2,000
<b>TOTAL</b>	<b>3,700</b>	<b>1,500</b>	<b>74,000</b>	<b>39,300</b>	<b>15,600</b>	<b>78,600</b>
<b>CONSUMPTIVE USE AND OUTFLOW</b>						
Surface Water Outflow						
Gaged	0	0	0	0	8,200	8,200
Ungaged	0	0	37,300 <sup>1</sup>	14,000 <sup>5</sup>	0	0
Subsurface Outflow	200	800	2,000	1,200	0	0
Consumptive Use						
Agriculture	6,800	2,900	16,300	20,300	30,200	76,500
Urban	1,900	1,200	36,300	9,500	9,700	58,600 <sup>6</sup>
Phreatophytes	0	0	5,100	900	1,500	7,500
Exports	0	0	0	0	0	0
<b>TOTAL</b>	<b>8,900</b>	<b>4,900</b>	<b>97,000</b>	<b>45,900</b>	<b>49,600</b>	<b>150,800</b>
Surplus / (Deficit)	(5,200)	(3,400)	(23,000)	(6,600)	(34,000)	(72,200)
Total Estimated Production (Current Year) <sup>7</sup>	15,700	7,600	98,900	46,500	54,300	223,000
<b>PRODUCTION SAFE YIELD (Current Year)<sup>7</sup></b>	<b>10,500</b>	<b>4,200</b>	<b>75,900</b>	<b>39,900</b>	<b>20,300</b>	<b>150,800</b>

<sup>1</sup> Estimated from reported flows at USGS gaging station, Mojave River at Victorville Narrows.

<sup>2</sup> Includes 14,000 acre-feet of Mojave River surface flow across the Waterman Fault estimated from reported flows at USGS gaging station, Mojave River at Barstow, and 300 acre-feet of local surface inflow from Kane Wash.

<sup>3</sup> Represents the sum of Este (1,700 af), Oeste (1,500 af), Alto (3,000 af) and Baja (300 af from Kane Wash).

<sup>4</sup> Inter subarea subsurface flows do not accrue to the total basin water supply.

<sup>5</sup> Estimated from reported flows at USGS gaging station, Mojave River at Barstow.

<sup>6</sup> Estimated by Bookman-Edmonston.

<sup>7</sup> For purposes of this Table, the current year is 1990.

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EXHIBIT D  
  
TIME SCHEDULES



1 Production Allowance, Watermaster shall notify all Parties as to  
2 its recommendation not later than February 1, shall hold a public  
3 hearing thereon not later than March 1, and shall submit any such  
4 recommendation, which may be revised pursuant to the public  
5 hearing, to the Court not later than April 1.

6 5. Payment of Administrative Assessments and Biological  
7 Resource Assessments. Each Producer shall submit quarterly along  
8 with the Production report required by Paragraph 24 (p) an  
9 Administrative Assessment payment in an amount equal to the current  
10 Year Administrative Assessment Rate multiplied times the acre-feet  
11 of water Produced during the quarter and a Biological Resource  
12 Assessment payment in an amount equal to the current Year  
13 Biological Resource Assessment Rate multiplied times the acre-feet  
14 of water Produced during the quarter.

15 6. Payment of Replacement Water Assessments and Makeup Water  
16 Assessments. Replacement Water Assessments and Makeup Water  
17 Assessments for the prior Year shall be due and payable on July 1.

18 7. Delinquency of Assessments. Any assessment payable  
19 pursuant to this Judgment shall be deemed delinquent: i) if paid in  
20 Person, if not paid within five (5) days of the date due; ii) if  
21 paid by electronic funds transfer, if not paid within three (3)  
22 banking days of the date due; or iii) if paid by any other means,  
23 if not paid within ten (10) days of the date due. "Payment" shall  
24 occur when good and sufficient funds have been received by the  
25 Watermaster. Any assessment shall also be deemed delinquent in the  
26 event that any attempted payment is by funds that are not good and  
27 sufficient.

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EXHIBIT E

LIST OF PRODUCERS AND THEIR DESIGNEES

EXHIBIT E

PRODUCER

DESIGNEE

ABBOND, EDWARD & GRACE	Same
ABBOTT, LEONARD C	Therese E. Parker, Esq.
ABSHIRE, DAVID V	Same
ADELANTO, CITY OF	Michael B. Jackson, Esq.
ADELANTO, CITY OF/GEORGE AFB	
AEROCHEM, INC	James Heiser, Esq.
AGCON, INC	Robert E. Hove
AGCON, INC.	Robert E. Hove
AGUAYO, JEANETTE L.	Same
AKE, CHARLES J & MARJORIE M	Same
ANDERSON, ROSS C & BETTY J	Same
ANGERER, ROBERT J & PEGGY	Same
ANTELOPE VALLEY DAIRY	Dick Van Dam
APPLE VALLEY COUNTRY CLUB	Terry Caldwell, Esq.
APPLE VALLEY DEVELOPMENT	Same
APPLE VALLEY FOOTHILL CO WATER	Doreen Ryssel
APPLE VALLEY HEIGHTS CO. WATER	Elizabeth Hanna, Esq.
APPLE VALLEY RANCHOS WATER	Fredric Fudacz, Esq.
APPLE VALLEY REC. & PARKS	Elizabeth Hanna, Esq.
APPLE VALLEY VIEW MUTUAL WATER CO.	Joseph Saltmeris, Esq.
APPLE VALLEY, TOWN OF	Sandra Dunn, Esq.
ARC LAS FLORES	William De Wolfe, Esq.
ARGUELLES, ALFREDO	Therese Parker, Esq.
ATCHISON, TOPEKA, SANTA FE	Curtis Ballantyne, Esq.
ATCHISON, TOPEKA, SANTA FE	Curtis Ballantyne, Esq.
AVDEEF, THOMAS & LUCILLE	Same
AZTEC FARM DEVELOPMENT CO	Al Jackson
BACA, ENRIQUE	Same
BAGLEY, ROY	Same
BALDERRAMA, ALFRED & LINDA	Same
BALDY MESA WATER DISTRICT	William Smillie



PRODUCER

CDFG - MOJAVE NARROWS REG.  
CDFG - MOJAVE RIVER FISH  
CENTER WATER CO  
CHAFA, LARRY R  
CHAMISAL MUTUAL  
CHANG, TIMOTHY & JANE  
CHASTAIN, W C  
CHEYENNE LAKE, INC  
CHIAO MEI DEVELOPMENT  
CHO BROTHERS RANCH  
CHOI, YONG IL & JOUNG AE  
CHRISTISON, JOEL  
CHUANG, MARSHAL  
CLARK, KENNETH R  
CLEAR VIEW FARMS  
CLUB VIEW PARTNERS  
CONNER, WILLIAM H  
COOK, KWON W  
COOL WATER RANCH  
COPELAND, ETAL  
CRAMER, MARGARET MUIR  
CROSS, LAWRENCE E & SHARON I  
CRYSTAL HILLS WATER COMPANY  
CRYSTAL LAKES PROPERTY OWNERS  
CUNNINGHAM, WILLIAM  
DAGGETT COMMUNITY SERVICES  
DAHLQUIST, GEORGE R  
DALJO CORPORATION  
DAVIS, Paul  
DAVIS, RONALD & DONNA  
DEJONG, ALAN L  
DELPERDANG, ROBERT H  
DENNISON, QUENTIN c/o Clegg, Frizell & Joke

DESIGNEE

Marilyn Levin, Esq.  
Marilyn Levin, Esq.  
Morgan Daniels  
Same  
Earl D. McCool  
Same  
Same  
Michael Hayes  
Maple Sia  
Chung Cho Gong  
Same  
Same  
Therese Parker, Esq.  
Same  
Terry Caldwell, Esq.  
Manoucher Sarbaz  
Same  
Same  
Paul Henderson, Esq.  
Don W. Little  
Terry Caldwell, Esq.  
Same  
Same  
Russell Khouri  
Same  
Lawrence Alf, CSD Chairman  
Therese Parker, Esq.  
George Rubsch  
Same  
Same  
Therese Parker, Esq.  
Same  
Same

PRODUCER

DESERT DAWN MUTUAL WATER COMPANY  
DESERT LAKES CORPORATION - (LAKE DOLORES)  
DESERT COMMUNITY BANK  
DEVRIES, NEIL  
DEXTER, CLAIR F  
DEXTER, J P  
DIBERNARDO, JOHN  
DOCIMO, DONALD P & PATRICIA J  
DOLCH, ROBERT & JUDY  
DOMBROWSKI, MICHAEL W & SUSAN M  
DONALDSON, JERRY & BEVERLY  
DOSSEY, D A  
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EXHIBIT F  
TRANSFERS OF BASE ANNUAL PRODUCTION RIGHTS.

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EXHIBIT F  
TRANSFERS OF  
BASE ANNUAL PRODUCTION RIGHTS

1. Transferability. Any Base Annual Production Right, including any Carryover Right (Right) or any portion thereof may be sold, assigned, transferred, licensed or leased subject to the rules set forth in this Exhibit "F".

2. Consumptive Use Adjustments. A transferred Right shall be adjusted so as not to cause an increased Consumptive Use of water. For either inter Subarea or intra Subarea transfers, if the transferee's Consumptive Use of water Produced under the transferred Right would be at a higher rate than that of transferor, the transferred Right shall be reduced by Watermaster to a level that equalizes the Consumptive Use to that of transferor. Any such adjustments by Watermaster shall be made using the following Consumptive Use rates. If a transfer would cause the same or a decreased Consumptive Use, no adjustment shall be made.

Type of Water Use	Consumptive Use Rate
Municipal	50%
Irrigation	50%
Industrial	case by case
Lakes or Aquaculture	surface acres x 7 ft.

For mixed or sequential uses of water excluding direct reuse of municipal wastewater, the total acre-feet of Consumptive Use shall be the sum of Consumptive Uses for each use.

1           3.   Notice to Watermaster. No transfer shall become operable  
2 until the Parties to the transfer have jointly notified Watermaster  
3 of the terms and conditions of the transfer, the price to be paid  
4 by the transferee, the name of the Responsible Party and the name  
5 of the Person who will pay any applicable Assessments. Intra-  
6 Subarea transfers shall not require Watermaster authorization after  
7 giving notice. No inter-Subarea transfer shall become operable  
8 until authorized by Watermaster after giving notice. Watermaster  
9 shall authorize such transfers in the order of the date of notice,  
10 provided that funds are available as set forth in Paragraph 4 of  
11 this Exhibit "F".

12           4.   Inter Subarea Transfers of Rights. A Party's Right in a  
13 (Source) Subarea may be transferred (by lease only) to a Party in  
14 another (Use) Subarea provided that in any Year the resulting  
15 unconsumed water in the Source Subarea due to all such transfers  
16 shall not be greater than the Replacement Water requirement of the  
17 Source Subarea in the preceding Year. Watermaster shall replace  
18 the resulting Consumptive Use in the Use Subarea that is  
19 attributable to the transfer, utilizing Replacement Water  
20 Assessments from the Source Subarea.

21           5.   Transfers to Meet Replacement Water or Makeup Water  
22 Obligations. Watermaster may use Assessment proceeds to purchase  
23 or lease Rights in a Subarea in order to obtain water to meet an  
24 Obligation. The water so obtained shall be equal to the  
25 Consumptive Use portion of the transferred and unproduced Rights.  
26 No such purchases of leases of Rights in the Harper Lake Basin may  
27 be used to satisfy Obligations in other parts of the Centro  
28 Subarea.

1           6.    Inter Subarea Transfers of Water.  Water Produced in one  
2 (source) Subarea and exported to another Subarea for use or  
3 disposal shall bear a Replacement Water Obligation equal to the sum  
4 of the Production in excess of the Producer's share of the Free  
5 Production Allowance in the source Subarea plus the amount of water  
6 exported that would normally have been returned to the source  
7 Subarea.  Such exported water shall be credited to the appropriate  
8 Subarea Obligation unless it has been purchased or leased as  
9 Replacement Water pursuant to a transfer agreement.

10           7.    Verde Ranch Producers.  Together the Spring Valley Lake  
11 Country Club ("the Country Club"), the Spring Valley Lake  
12 Association ("the Association"), the California Department of Fish  
13 and Game (DFG) Mojave Narrows Regional Park ("the Park") the Kemper  
14 Campbell Ranch ("the Ranch") comprise a group herein called the  
15 Verde Ranch Producers.  Each Verde Ranch Producer has the ability  
16 physically both to Produce Groundwater and to Produce water that  
17 originated as tailwater flowing from the DFG Mojave River Fish  
18 Hatchery.  DFG Producer Groundwater to supply the Hatchery, and  
19 Hatchery tailwater can be discharged in part or entirely to the  
20 Mojave River or in part or entirely to a lined channel that conveys  
21 tailwater to points where the Verde Ranch Producers can Produce it.  
22 The present flow regimen is as follows:  Hatchery Production flows  
23 through the Hatchery and is then discharged to the River and/or the  
24 lined channel.  Water discharged to the lined channel flows to a  
25 Country Club lake.  The Country Club Produces Groundwater that is  
26 discharged to the Country Club lake.  The Country Club property is  
27 irrigated by pumping from the Country Club lake.  Water overflowing  
28 from the Country Club lake flows through a lined channel and

1 through other Country Club lakes, and finally is discharged to  
2 Spring Valley Lake. The Association Produces Groundwater that is  
3 discharged to Spring Valley Lake. Water overflowing from Spring  
4 Valley Lake flows to lakes in the Park. The Park Produces  
5 Groundwater that is discharged to the lakes in the Park. The Park  
6 also Produces Groundwater that is used directly for irrigation of  
7 the Park. The Park is also irrigated by pumping from the lakes in  
8 the Park. Water overflowing from the lakes in the Park is  
9 discharged to the Mojave River. Some water from the lakes in the  
10 Park also flows to a lake on the Ranch. The Ranch also Produces  
11 Groundwater. The Ranch is irrigated from the lake on the Ranch.  
12 No water flows on the surface from the Ranch property to the Mojave  
13 River.

14 In order to continue the present arrangements among the  
15 Hatchery and the Verde Ranch Producers while assuring that they  
16 participate fairly in the Physical Solution the following rules  
17 shall apply:

18 a. Total Production by the Country Club will be  
19 calculated as the sum of Country Club Groundwater Production plus  
20 inflow of Hatchery tailwater minus outflow to Spring Valley Lake.  
21 The Country Club shall monitor and report to Watermaster the  
22 amounts of such Groundwater Production, inflow and outflow.

23 b. Total Production by the Association will be  
24 calculated as the sum of Association Groundwater Production plus  
25 inflow from the Country Club minus outflow to the Park. The  
26 Association shall monitor and report to Watermaster the amounts of  
27 such Groundwater Production, inflow and outflow.

28

1           c.    Total Production by the Park will be calculated as  
2 the sum of Park Groundwater Production plus inflow from the  
3 Association minus outflow to the Ranch minus outflow to the Mojave  
4 River. The Park shall monitor and report to Watermaster as to such  
5 Groundwater Production, inflow and outflows.

6           d.    Total Production by the Ranch will be calculated as  
7 the sum of Ranch Groundwater Production plus inflow from the Park.  
8 The Ranch shall monitor and report to Watermaster the amounts of  
9 such Groundwater Production and inflow.

10          e.    Hatchery Production up to 10,678 acre-feet per Year  
11 will be permitted free of any Assessments against the Hatchery.  
12 The Hatchery shall monitor and report to Watermaster its  
13 Groundwater Production and the amounts of tailwater discharged to  
14 the River and to the artificial channel. In any Year the Hatchery  
15 may Produce more than 10,678 acre-feet free of any Assessments  
16 against the Hatchery, provided such Production in excess of 10,678  
17 acre-feet is reported as Groundwater Production by one or more of  
18 the Verde Ranch Producers in the same Year pursuant to operating  
19 agreements by and between the Hatchery and such Producer(s) filed  
20 with the Watermaster. The operating agreement shall specify the  
21 responsibility for payment of assessments. In the operating  
22 agreement, the Verde Ranch Producers may elect to have assessments  
23 be based on the aggregate Production of the Verde Ranch Producers,  
24 and may freely transfer Base Annual Production Rights internally,  
25 provided that the aggregate consumptive use of the Verde Ranch  
26 Producers shall not be increased. In the absence of such operating  
27 agreements, or if the operating agreements do not otherwise  
28 allocate responsibility for payment of Assessments, the Hatchery

1 shall be liable for Administrative, Replacement Water and  
2 Biological Resource Assessments on the amount of water Produced by  
3 the Hatchery in excess of 10,678 acre-feet in any Year. In the  
4 event that Verde Ranch Producer who is allocated responsibility for  
5 payment of Assessments pursuant to an operating agreement is  
6 delinquent in making any such payment, the Hatchery shall not be  
7 liable therefor.

8 f. In any Year, if the total discharge to the River  
9 from the Hatchery and the Verde Ranch Producers exceeds the  
10 Groundwater Production by the Hatchery, such excess discharge shall  
11 be subject to Administrative, Replacement Water and, except for the  
12 Park, Biological Resource Assessments. Such Assessments shall be  
13 levied against individual Verde Ranch Producers in proportion to  
14 the extent that outflow from each Producer exceeds inflow to that  
15 Producer.

16 g. The Hatchery and the Verde Ranch Producers shall  
17 install all stage recorders, meters or other measuring devices  
18 necessary to determine inflows, outflows and Production that they  
19 are responsible for monitoring and reporting to Watermaster. Such  
20 stage recorders, meters or other measuring devices shall be  
21 installed, calibrated and operated in manner satisfactory to  
22 Watermaster.

23 h. Any change in the flow regimen described above will  
24 be subject to the same general rules set forth in this Paragraph 7.  
25 Any such change shall be reported to Watermaster in advance.

26 8. Harper Lake Basin. No Producer in the Harper Lake Basin  
27 may transfer any Base Annual Production Right or any portion  
28 thereof to Producers outside of Harper Lake Basin except by

1 physically conveying the water in compliance with the rules set  
2 forth in this Exhibit "F".

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EXHIBIT G

SUBAREA OBLIGATIONS



1 e. Alto Subarea Producers--an average Annual combined  
2 Subsurface Flow and Base Flow of 23,000 acre-feet per Year to the  
3 Transition Zone. For the purposes of Paragraph 6 of this Exhibit  
4 G, the Subsurface Flow component shall be deemed to be 2,000 acre-  
5 feet per Year. In any Year Alto Subarea Producers shall have an  
6 obligation to provide to the Transition Zone a minimum combined  
7 Subsurface Flow and Base Flow as follows:

8 i. If the accounting pursuant to Paragraph 5, below,  
9 reflects a net cumulative credit at the beginning of the Year,  
10 the combined minimum flow obligation shall be 18,400 acre-feet  
11 minus any net cumulative credit, but shall be not less than  
12 15,000 acre-feet.

13 ii. If the accounting pursuant to Paragraph 5, below,  
14 does not reflect a net cumulative credit at the beginning of  
15 the Year, the combined minimum flow obligation shall be 18,400  
16 acre-feet plus one-third of any net cumulative debit plus any  
17 additional amount of water required to reduce the net  
18 cumulative debit to 23,000 acre-feet.

19 2. Obligation for Transition Zone Replacement Water.

20 a. Until the Court approves Groundwater levels to be  
21 established and maintained pursuant to Subparagraph 2b of this  
22 Exhibit, Watermaster shall provide Replacement Water in the  
23 Transition Zone equal to Production in the Transition Zone that is  
24 in excess of the Transition Zone Producers' share of the Alto  
25 Subarea Free Production Allowance for that Year. All such  
26 Replacement Water shall be provided as soon as practicable during  
27 the next ensuing Year.  
28

1           b. As soon as is practicable, the MWA shall establish  
2 key wells to be used to monitor Groundwater levels in the  
3 Transition Zone and, subject to approval by the Court, Watermaster  
4 shall establish minimum water levels to be maintained in the key  
5 wells.

6           c. After water level elevations have been established  
7 pursuant to Subparagraph 2b of this Exhibit, Watermaster shall  
8 provide Replacement Water in the Transition Zone as necessary to  
9 maintain the minimum water levels. Water purchased with  
10 Replacement Water Assessments paid by Producers in the Transition  
11 Zone in excess of the quantity of water needed to maintain said  
12 water levels shall be provided elsewhere in the Alto Subarea.

13           3. Other Water. "Other Water" that may be credited to a  
14 Subarea Obligation may include water conveyed and discharged across  
15 a boundary or Free Production Allowance water that is not Produced.  
16 Water other than Base Flow, Subsurface Flow or Storm Flow that is  
17 conveyed and discharged across a boundary between Subareas other  
18 than pursuant to a transfer agreement, shall be credited or  
19 debited, as appropriate, to the pertinent Subarea Obligation during  
20 the Year in which it is so conveyed and discharged. Any portion of  
21 the Subarea's Free Production Allowance that is allowed to remain  
22 unproduced in a Subarea pursuant to transfer agreements in order to  
23 satisfy a Subarea Obligation shall be credited to the pertinent  
24 Subarea Obligation in accordance with the terms of the transfer  
25 agreements.

26           4. Makeup Water. Assessments for Makeup Water shall be paid  
27 in accordance with the time schedule set forth in Exhibit D.  
28

1 Makeup Water shall be credited to the Subarea Obligation at the end  
2 of the Year in which the Makeup Water Assessment is paid.

3 5. Accounting. Watermaster shall Annually not later than  
4 February 1 cause to be prepared a report of the status of each  
5 Subarea Obligation as of the end of the prior Year. The report  
6 shall set forth at least the following information for each Subarea  
7 Obligation:

8 a. The cumulative total of the average Annual Subarea  
9 Obligations since the Judgment was entered as of the beginning of  
10 the prior Year;

11 b. The cumulative total of all water credited to the  
12 Subarea Obligation since the Judgment was entered as of the  
13 beginning of the prior Year;

14 c. The net cumulative credit or debit [the difference  
15 between (a) and (b)] as of the beginning of the prior Year;

16 d. The amounts of water credited to the Subarea  
17 Obligation during the prior Year including, as appropriate, Base  
18 Flow, Subsurface Flow, Other Water and Makeup Water;

19 e. The cumulative total of the average Annual Subarea  
20 Obligations as of the end of the prior Year;

21 f. The cumulative total of all water credited to the  
22 Subarea Obligation as of the end of the prior Year;

23 g. The net cumulative credit or debit as of the end of  
24 the prior Year;

25 h. Any Makeup Water Obligation;

26 i. The Minimum Subarea Obligation for the current Year.

27 6. Subsurface Flow Assumptions. Some Subarea Obligations  
28 are expressed as average Annual or minimum Annual Subsurface Flow.

1 In all cases the Subsurface Flow obligations have been established  
2 initially at amounts equal to the estimated historical average  
3 Subsurface Flow across Subarea boundaries. Not later than two  
4 Years following entry of this Judgment MWA shall begin to install  
5 monitoring wells to be used to obtain data to enable improved  
6 estimates of Subsurface Flow at each Subarea boundary where there  
7 is a Subsurface Flow obligation and to develop methodology for  
8 future determinations of actual Subsurface Flow. Not later than  
9 ten years following entry of this Judgment Watermaster shall  
10 prepare a report setting forth the results of the monitoring  
11 program and the future methodology. Following opportunity for  
12 review of Watermaster's report by all Parties, Watermaster shall  
13 prepare a recommendation to the Court as to the likely accuracy of  
14 the estimated historical Subsurface Flows and any revision of  
15 Subarea Obligations that may be indicated. Pending Watermaster's  
16 report to the Court, Subsurface Flows shall be assumed to be equal  
17 to the Subsurface Flow obligations for purposed of accounting for  
18 compliance therewith.

19 7. Example Calculation. Table G-1 sets forth an example of  
20 Subarea Obligation accounting procedures using hypothetical flows.  
21  
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TABLE G-1  
 HYPOTHETICAL EXAMPLE  
 ACCOUNTING FOR COMPLIANCE WITH SUBAREA OBLIGATIONS

OBLIGATION OF SUBAREA A TO SUBAREA B

AVERAGE ANNUAL: 23,000 AFA (21,000 AFA BASEFLOW + 2,000 AFA SUBSURFACE FLOW)

MINIMUM ANNUAL: 18,400 AFA + 1/3 OF ANY NET CUMULATIVE DEBIT; OR 18,400 AFA - ANY NET CUMULATIVE CREDIT, BUT NOT LESS THAN 15,000 AFA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
<b>STATUS AT BEGINNING OF YEAR</b>										
CUMULATIVE OBLIGATION	0	23,000	46,000	69,000	92,000	115,000	138,000	161,000	184,000	207,000
CUMULATIVE FLOW	0	17,000	32,600	50,000	69,067	87,067	107,111	139,978	168,378	198,978
<b>NET CUMULATIVE CREDIT (DEBIT)</b>										
	0	(6,000)	(13,400)	(18,200)	(22,933)	(27,933)	(30,889)	(21,022)	(15,622)	(8,022)
<b>FLOW DURING THE YEAR (HYPOTHETICAL)</b>										
BASE FLOW	8,000	5,000	4,000	4,000	2,000	2,000	15,000	18,000	20,000	23,000
SUBSURFACE FLOW	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
OTHER WATER	7,000	7,200	7,400	7,600	7800	8,000	8,200	8,400	8,600	8800
MAKEUP WATER PURCHASED	0	1,400	4,800	4,667	6,200	8,044	7,667	0	0	0
<b>TOTAL FLOW</b>										
	17,000	15,600	18,200	18,267	18,000	20,044	32,867	28,400	30,600	33,800
<b>MINIMUM OBLIGATION DURING THE YEAR</b>										
	18,400	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074
<b>MAKEUP OBLIGATION INCURRED</b>										
	1,400	4,800	4,667	6,200	8,044	7,667	0	0	0	0
<b>STATUS AT END OF YEAR</b>										
CUMULATIVE OBLIGATION	23,000	46,000	69,000	92,000	115,000	138,000	161,000	184,000	207,000	230,000
CUMULATIVE FLOW	17,000	32,600	50,000	69,067	87,067	107,111	139,978	168,378	198,978	232,778
<b>NET CUMULATIVE CREDIT (DEBIT)</b>										
	(6,000)	(13,400)	(18,200)	(22,933)	(27,933)	(30,889)	(21,022)	(15,622)	(8,022)	2,778
<b>FOLLOWING YEAR MINIMUM OBLIGATION</b>										
18,400 + 1/3 OF NET CUM. DEBIT	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074	0
ADDITIONAL TO REDUCE DEBIT TO 23,000	0	0	0	0	0	0	0	0	0	0
18,400 - CUM. CREDIT, BUT NOT 15,000	0	0	0	0	0	0	0	0	0	15,622
<b>MINIMUM OBLIGATION</b>										
	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074	15,622

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**EXHIBIT H**

**BIOLOGICAL RESOURCE MITIGATION**



1 Allowance, shall compare the Free Production Allowance with the  
2 estimated Production Safe Yield. In the event the Free Production  
3 Allowance exceeds the estimated Production Safe Yield by five  
4 percent or more, Watermaster shall recommend a reduction of the  
5 Free Production Allowance equal to a full five percent of the  
6 aggregate Subarea Base Annual Production. In considering whether  
7 to increase or decrease the Free Production Allowance in a Subarea,  
8 Watermaster shall, among other factors, take into consideration for  
9 the areas shown on Figure H-1 the Consumptive Use of water by  
10 riparian habitat, the protection of public trust resources,  
11 including the species listed in Table H-1 and the riparian habitat  
12 areas shown on Figure H-1, and whether an increase would be  
13 detrimental to the protection of public trust resources.

14 b. If, pursuant to Paragraph 27, Watermaster buys or  
15 leases Free Production Allowance in the Baja Subarea below the  
16 Calico-Newberry Fault to satisfy the need for Replacement Water,  
17 priority shall be given to purchases or leases that will result in  
18 reducing Production in or near the area described in Subparagraph  
19 1(c) of this Exhibit.

20 c. Pursuant to Paragraph 2 of Exhibit "G", Watermaster  
21 shall purchase Replacement Water to maintain Groundwater levels in  
22 the Transition Zone.

23 3. Additional Protection Pursuant to Trust Fund Established  
24 by Watermaster Using the Proceeds of Biological Resource  
25 Assessments.

26 a. Watermaster shall establish a Biological Resources  
27 Trust Fund account for the benefit of the riparian habitat areas  
28 shown on Figure H-1 and the species listed on Table H-1. To

1 establish and maintain the Trust Fund Watermaster shall levy  
2 against each acre-foot of Production within the Basin Area, other  
3 than Production by the California Department of Fish and Game  
4 (DFG), a Biological Resource Assessment of fifty cents (\$0.50)  
5 (1993 dollars) to be collected at the same time and in the same  
6 manner as the Administrative Assessment, except that no Biological  
7 Resources Assessment shall be levied whenever the Trust Fund  
8 account balance exceeds \$1,000,000 (1993 dollars).

9           b. Watermaster shall make funds held in the Biological  
10 Resources Trust Fund available to DFG only in the event that  
11 Groundwater levels are not maintained as set forth in Table H-2.  
12 Watermaster shall take action to acknowledge any proposed  
13 expenditure from the Biological Resources Trust Fund by DFG. Such  
14 Watermaster action shall be subject to the review procedures set  
15 forth in Paragraph 36 of the Judgment, provided that any motion  
16 made pursuant thereto and any Court disapproval of such Watermaster  
17 action and proposed DFG expenditure may be based only: 1) on the  
18 ground that the Groundwater levels set forth in Table H-2 are being  
19 maintained; and/or 2) the ground that the proposed expenditure is  
20 not for any of the purposes set forth in Subparagraphs 3.b.(i),  
21 (ii), or (iii) below in this Exhibit. The Biological Resources  
22 Trust Fund may be used only for the following purposes and only in  
23 the three areas identified on Figure H-1:

24           i. not to exceed \$100,000 for the preparation by DFG of  
25 a DFG habitat water supply management plan, which plan shall  
26 include the water needs of the species listed in Table H-1 and  
27 the riparian habitat areas shown on Figure H-1.  
28

1           ii. the purchase or lease by DFG of Supplemental Water  
2 or the lease or purchase of DFG of Base Annual Production  
3 Rights to be used to meet riparian habitat water needs of the  
4 species listed in Table H-1 and the riparian habitat areas  
5 shown on Figure H-1.

6           iii. the construction, repair and replacement of wells or  
7 other facilities identified in the plan prepared pursuant to  
8 Subparagraph (i), above, and/or any other measures necessary  
9 to implement the plan.

10 DFG shall not prepare or make any expenditure from the trust fund  
11 for the payment of administrative overhead or staff of DFG.

12           4. DFG agrees that absent substantial changed circumstances,  
13 DFG shall not seek to modify the provisions of this Judgment in any  
14 way to add to or change the above-stated measures to protect the  
15 referenced species or habitat. Nothing stated in this Judgment or  
16 in this Exhibit "H" is intended nor shall be deemed to relieve any  
17 Party hereto from any obligation or obligations not specifically  
18 referenced in this Exhibit H. Nothing in this Judgment or in this  
19 Exhibit H is intended or shall be construed to be a waiver by the  
20 State or any of its departments or agencies, including DFG, of its  
21 rights and obligations under the common law, the public trust  
22 doctrine, the constitution, statutes and regulations to preserve,  
23 protect or enhance the natural resources of the State including  
24 rare, threatened or endangered species or species of concern.



TABLE H-1

LIST OF SPECIES  
(CONT'D)

SPECIES	ALTO			CENTRO		BAJA		
	Forks Dam to Upper Narrows	Upper Narrows to Lower Narrows	Lower Narrows to Helendale	Helendale to Hodge	Hodge to Barstow	Barstow to Harvard Road	Harvard Road to Mannix Wash	Afton Canyon
Yellow Warbler	9							
Yellow-breasted Chat	8	8			8	8		
Summer Tanager	8	8						8
Pale Big Eared Bat	8							
Mohave Ground Squirrel	4, 6		4, 6	4, 6				
Mohave Vole			6	6				
Nelson's Bighorn Sheep					10	10		10
TOTAL NUMBER OF SPECIES = 30								
TOTAL NUMBER OF SPECIES IN EACH AREA:	25	11	7	8	7	8	3	5

- 1 = Federally Endangered
- 2 = Federally Threatened
- 3 = State Endangered
- 4 = State Threatened
- 5 = Federal Category: 1
- 6 = Federal Category: 2
- 7 = Federal Category: 3b
- 8 = State: Special Concern
- 9 = State: Sensitive
- 10 = State: Fully Protected

**TABLE H-2**

**RIPARIAN HABITAT MONITORING WELL  
WATER LEVEL CRITERIA**

<b>ZONE</b>	<b>WELL NUMBER</b>	<b>MAXIMUM DEPTH BELOW GROUND</b>
Victorville/Alto	H1-1	Seven (7) Feet
Victorville/Alto	H1-2	Seven (7) Feet
Lower Narrows/Transition	H2-1	Ten (10) Feet
Harvard/Eastern Baja Riparian Forest Habitat	H3-1	Seven (7) Feet
Harvard/Eastern Baja Surface Water Habitat	H3-2	Plus One (1) Foot (1705 Ft msl)*

- \* Surface Water Habitat water surface elevation of 1705 ft. msl is approximate pending ground elevation survey.

# FIGURE H-1 VICTORVILLE - ALTO RIPARIAN ZONE

## LEGEND



Water Table Monitoring well

H-2



Riparian Forest Habitat Area

## SCALE



# FIGURE H-1: LOWER NARROWS TRANSITION RIPARIAN ZONE

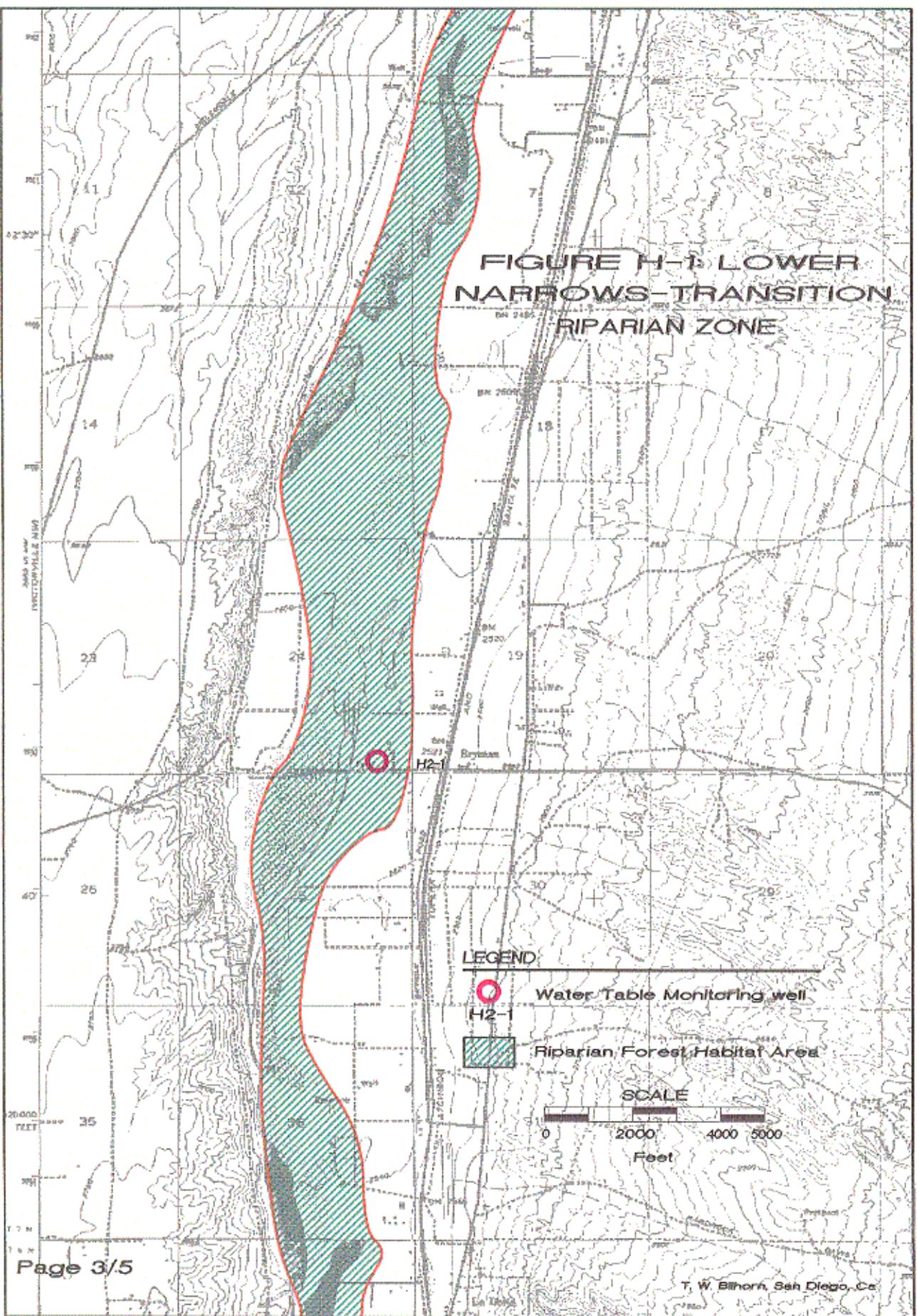
## LEGEND

-  Water Table Monitoring well  
H1-1
-  Riparian Forest Habitat Area

## SCALE



**FIGURE H-1: LOWER  
NARROWS-TRANSITION  
RIPARIAN ZONE**



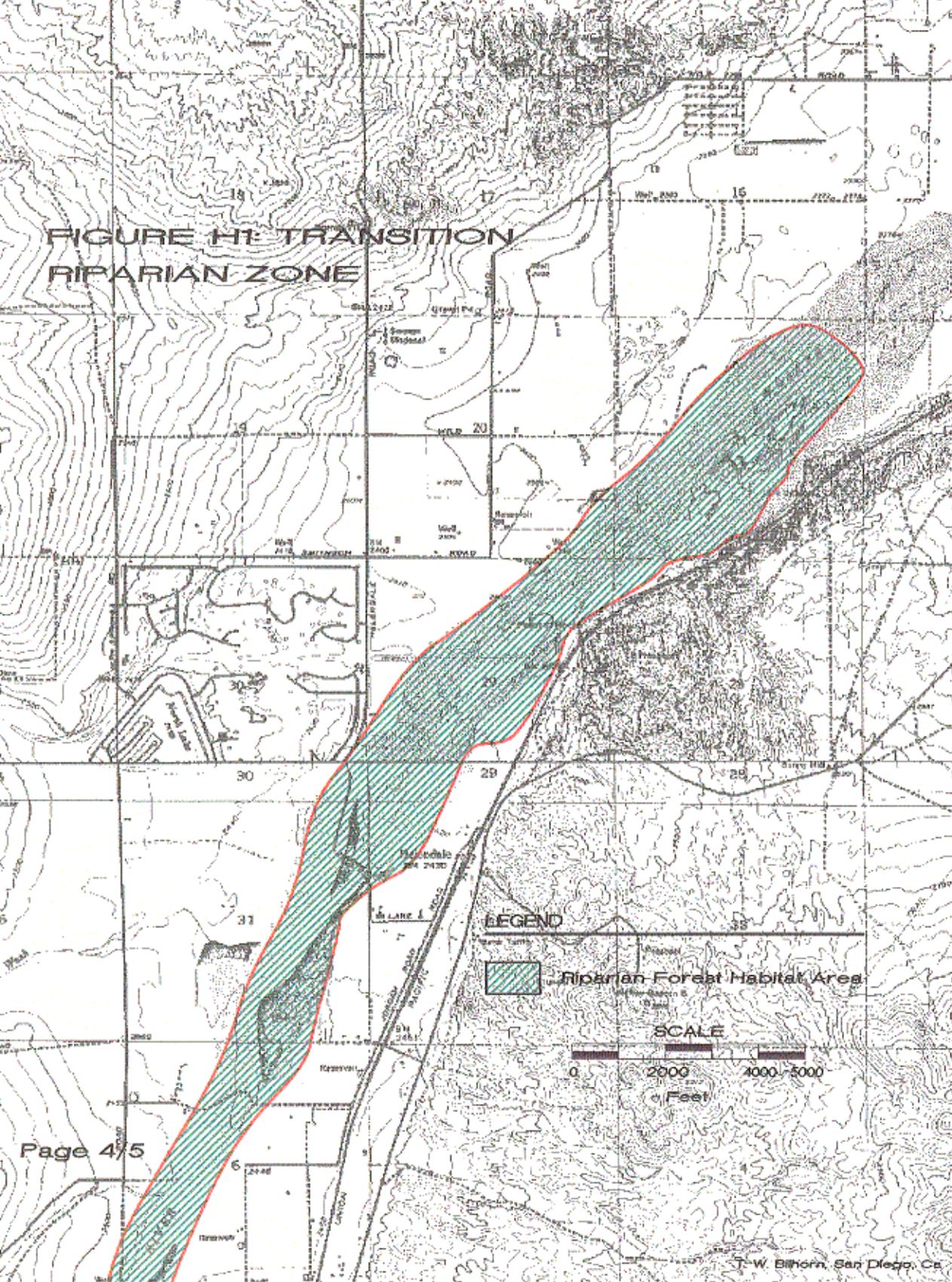
**LEGEND**

-  Water Table Monitoring well  
H2-1
-  Riparian Forest Habitat Area

**SCALE**



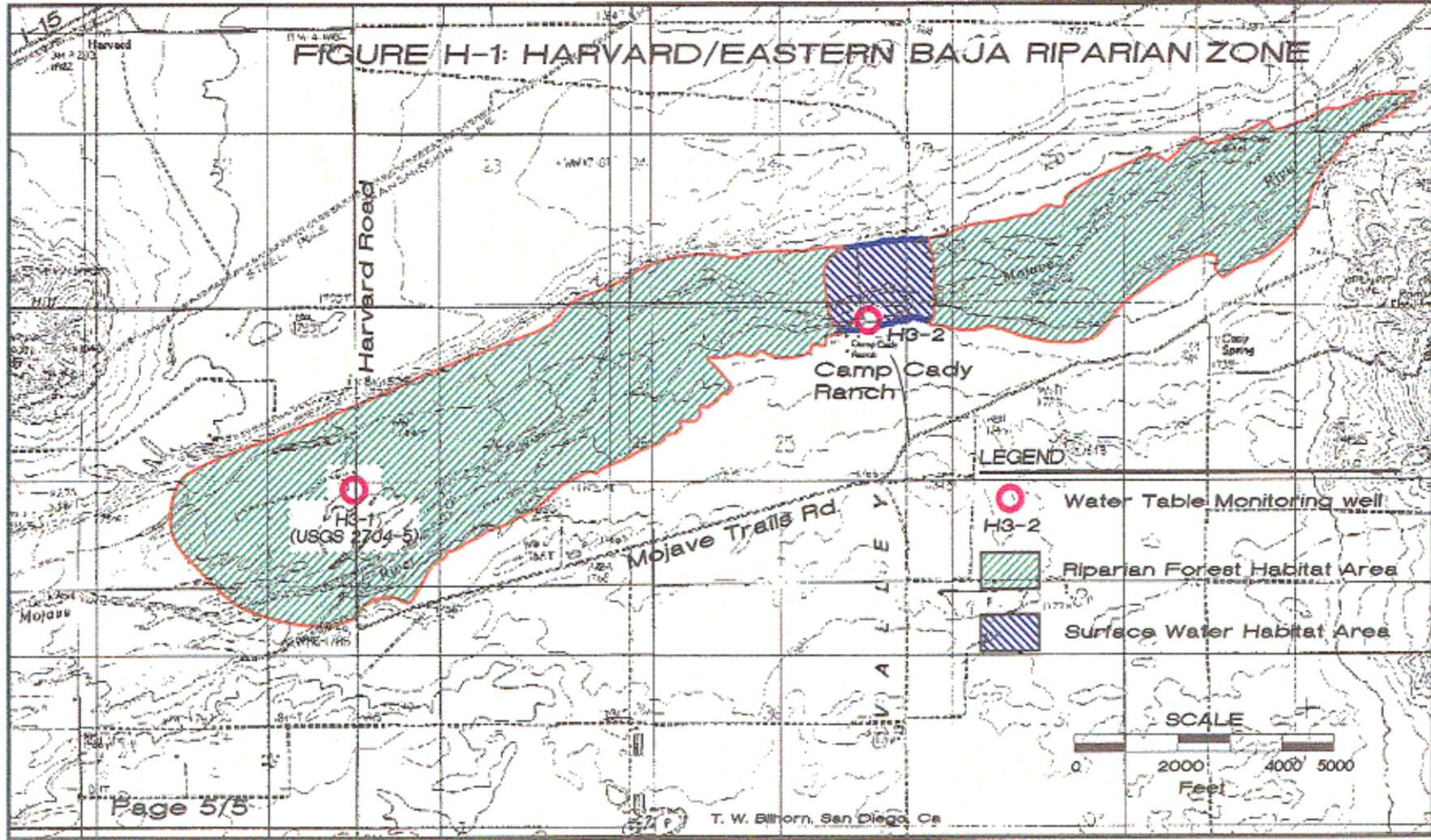
# FIGURE HI TRANSITION RIPARIAN ZONE



**LEGEND**  
Riparian Forest Habitat Area

**SCALE**  
0 2000 4000 6000  
Feet

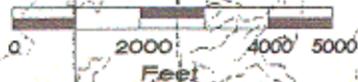
FIGURE H-1: HARVARD/EASTERN BAJA RIPARIAN ZONE



LEGEND

-  Water Table Monitoring well
-  Riparian Forest Habitat Area
-  Surface Water Habitat Area

SCALE



LEGEND

- STATE BOUNDARY
- INTERNATIONAL BOUNDARY
- COUNTY BOUNDARY
- DISTRICT/TRACT BOUNDARY
- POTENTIAL RECHARGE AREA

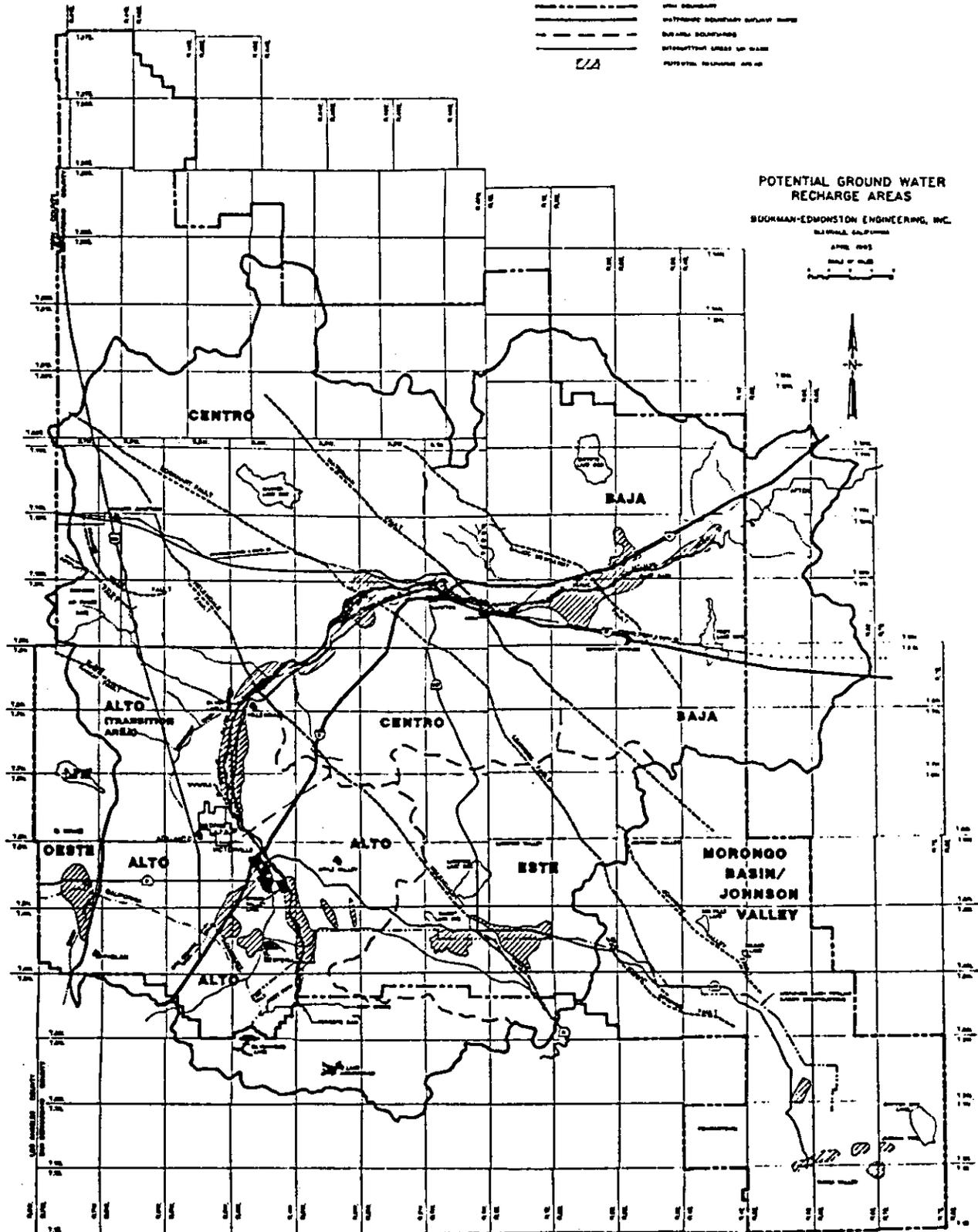
POTENTIAL GROUND WATER RECHARGE AREAS

BOOKMAN-EDMONSTON ENGINEERING, INC.

NATIONAL CAPITAL

APRIL 1995

SCALE OF 1:50,000



MOJAVE WATER AGENCY

REGIONAL WATER MANAGEMENT PLAN

**ATTACHMENT 3 – ORDINANCE NO. 11 “AN ORDINANCE OF THE MOJAVE WATER AGENCY  
FOR THE REGULATION OF MINIMAL PRODUCERS AND ESTABLISHING THE  
MINIMAL PRODUCERS PROGRAM”**

---

## ORDINANCE NO. 11

### AN ORDINANCE OF THE MOJAVE WATER AGENCY FOR REGULATION OF MINIMAL PRODUCERS AND ESTABLISHING THE MINIMAL PRODUCERS PROGRAM

WHEREAS the Board of Directors of the Mojave Water Agency (MWA) hereby finds:

1. The Mojave Water Agency in *City of Barstow, et al. v. City of Adelanto, et al.* (Riverside Superior Court #208568) is directed to implement a Minimal Producers Program for water wells or facilities that produce up to ten acre-feet per water year. Such a Program "shall achieve an equitable allocation of the costs of the Physical Solution that are attributable to Production" by Minimal Producers.
2. The Judgment in *City of Barstow, et al. v. City of Adelanto, et al., supra*, enjoins any water production within the Mojave Basin except pursuant to the provisions of the Judgment and the Minimal Producers Program adopted by MWA and approved by the Court after entry of Judgment. MWA began the Minimal Producers Program in order to better understand water use by Minimal Producers and their impact upon the Basin. Through the program MWA has catalogued thousands of wells and accumulated data on water use by Minimal Producers. MWA continues to gather and analyze data regarding water use by Minimal Producers.
3. After undertaking this process the Board of Directors has determined that the pools for Minimal Producers established in the Judgment are sufficient for existing Minimal Producers. The Board of Directors has also determined that these pools have been exhausted and it is necessary to establish a program to regulate new Minimal Producers. Furthermore, given the thousands of wells and the vast number of Minimal Producers already identified by MWA, the Board of Directors finds that it would be too costly for MWA to attempt to manage a program that encompasses all Minimal Producers. New Minimal Producers are readily identifiable. Therefore, the Board of Directors has determined that it is necessary to distinguish between Minimal Producers existing before April 1, 2000 and after. This distinction is necessary because:
  - a. The Mojave Basin is currently in a state of overdraft;
  - b. All new production by Minimal Producers starting on or after April 1, 2000 will contribute to the overdraft and such production needs to be regulated in order to assure an adequate water supply within the Basin;
  - c. The Minimal Producers Program will take effect April 1, 2000; and
  - d. The Judgment allows for the distinction.
4. In order to acquire more supplemental water to recharge the Mojave Basin, the Board of Directors finds that it has become necessary to implement an annual Minimal Producers Fee that shall only be applicable to those Minimal Producers whose production begins on or after April 1, 2000.

Be it ordained by the Board of Directors of the Mojave Water Agency as follows:

**CLASSIFICATION OF MINIMAL PRODUCERS UNDER THE JUDGMENT IN THE CITY OF BARSTOW, ET AL. V. CITY OF ADELANTO, ET AL. (RIVERSIDE SUPERIOR COURT #208568) AND ESTABLISHMENT OF THE MINIMAL PRODUCERS PROGRAM:**

Section 1. Definition of Minimal Producers. Minimal Producers are defined in the Judgment as "Any Person whose Base Annual Production, as verified by MWA is not greater than ten (10) acre-feet" and who has not stipulated to the Judgment. A Person designated as a Minimal Producer whose Annual Production exceeds ten (10) acre-feet in any year following the date of entry of Judgment is no longer a Minimal Producer and is subject to the terms of the Judgment.

Section 2. Minimal Producers Fee. A Minimal Producers Fee shall be paid each year to MWA by every Minimal Producer whose water production began on or after April 1, 2000. The Minimal Producers Fee shall be the then going rate for one acre foot of aqueduct water charged to MWA by the State of California, plus any transportation costs established by the Board of Directors. The Minimal Producers Fee is a charge for water and is not a parcel charge. The Minimal Producers Fee shall be collected in the same manner, by the same persons, at the same time as, and together and not separately from, the collection of annual county ad valorem property taxes imposed upon real property. Failure to pay the fee on time shall subject the Minimal Producer to an additional penalty charge of \$25.00. Minimal Producers Fees not paid shall be considered delinquent and MWA may collect this amount as a lien on the San Bernardino County tax rolls.

Section 3. Exemption of Minimal Producers existing prior to April 1, 2000. Minimal Producers who began water production prior to April 1, 2000 shall not be subject to the Minimal Producers Fee, pursuant to the Agency Act, but records will be maintained and catalogued by MWA regarding pre-April 1, 2000 Minimal Producers. All Minimal Producers whose well permit applications were deemed approved by the San Bernardino County Department of Public Health on or before March 31, 2000 shall not be subject to the Minimal Producers Fee. Replacement wells for Minimal Producers existing prior to April 1, 2000 also shall not be subject to the Minimal Producers Fee.

Section 4. Funds used to purchase supplemental water. All funds collected by MWA pursuant to Minimal Producers water charges, including penalty fees, shall be used exclusively to acquire supplemental water to help recharge the Mojave Basin area. MWA shall keep all funds collected under this Program separate from other funds and MWA shall provide an annual financial report on the status of these funds. Water charges from each sub-area will be used for water deliveries in that sub-area.

Section 5. Minimal Producers production non-transferable. Minimal Producers not subject to the Judgment shall be confined to the parcel on which the water production facility exists. Such Minimal Producer's status would transfer on any sale or alienation of that property or parcel.

Section 6. Monitoring Wells, Rules and Regulations. MWA staff is authorized to monitor wells to assure compliance and establish rules and regulations to implement the Program.

Section 7. Annual Production greater than ten acre-feet. Any Minimal Producer who produces more than ten acre-feet in any given year shall no longer be considered a Minimal Producer and shall become a Party subject to the provisions of the Judgment.

Section 8. Enforcement. The Board of Directors may direct staff to bring a civil action seeking enforcement, including injunctive relief, of the provisions of this Ordinance. This enforcement provision is in addition to all other enforcement provisions, including those in the Agency Act, the Judgment, and otherwise provided by law.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors declares that it would have passed this Ordinance, and each section, subsection, clause, sentence or phrase thereof irrespective of the fact that any one or more other sections, subsections, clauses, sentences or phrases may be declared invalid or unconstitutional.

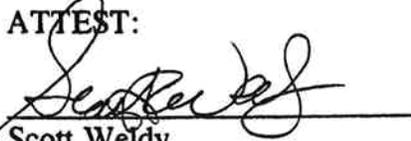
Section 10. Effective Date. This Ordinance shall be in full force and effect upon April 1, 2000, and shall be published in full in a newspaper of general circulation within ten (10) days from the date of adoption.

Passed and adopted this 25<sup>th</sup> day of January, 2000, by the following vote:

Ayes: Directors Almond, Fortyune, Hall, Lowry, Parker, Stringer and Weldy  
Noes: None  
Abstain: None  
Absent: None

  
George R. Parker  
President, Board of Directors

ATTEST:

  
Scott Weldy

Secretary, Board of Directors



## FREQUENTLY ASKED QUESTIONS ABOUT THE MINIMAL PRODUCERS PROGRAM

### **Q.: What is the Minimal Producers Program?**

**A.:** The Minimal Producers Program is an administrative program that has been developed by the Mojave Water Agency as directed by the Court to account for minimal producers—those entities pumping 10 acre-feet or less of groundwater per year within the adjudicated Mojave Basin Area.

### **Q.: Why is it needed?**

**A.:** The majority of the MWA is experiencing groundwater overdraft. That is, more groundwater is used each year than is replaced by nature. The development of a Minimal Producers Program was required by court action as described in the Mojave Basin Area Judgment.

### **Q.: Who will be included in the Minimal Producers Program?**

**A.:** The MWA estimates there are up to 6,500 minimal producer wells in the Mojave Area Basin and is checking their operational status, specific location and amount of production. The current Minimal Producer Ordinance, adopted by the MWA Board on January 25, 2000, would apply only to well owners within the boundaries of the Mojave Basin Area Adjudication who produce 10 acre-feet or less of water per year, and did not stipulate to the Judgment. **However, it still has to receive final approval from the presiding Judge and could be modified from its current form.. When the Ordinance has been approved in its current form or modified by the Judge, you will be notified.**

### **Q.: Who is not a Minimal Producer?**

**A.:** Any entity that pumps 10 acre-feet or more per year within the adjudicated Mojave Basin Area is subject to the Judgment and is under the jurisdiction of the Court. The MWA serves as the Watermaster, which is the administrative arm of the Court established to carry out the Judgment.

### **Q.: Will minimal producers have to “ramp down” or have water meters?**

**A.:** No. The current form of the Minimal Producer Ordinance does not require water meters for currently known minimal producers.

### **Q.: Will minimal producers have to pay the Mojave Water Agency?**

**A.:** Yes, a fee will be collected every year from Minimal Producers who begin water production after March 31, 2000. Conversely, the fee would **not** be applicable to Minimal Producers that produced water on or prior to that date. Each Minimal Producer subject to the fee would pay for one acre-foot of water per year in accordance with the supplemental water rates adopted by the Board of Directors. The fees collected will be used to purchase supplemental water for the area from which the fees were collected.

### **Q.: When does this program go into effect?**

**A.:** April 1, 2000. The Minimal Producer status will be determined by the date that a well permit application was deemed approved by the San Bernardino County Department of Public Health. Any Minimal Producer filing for a well permit after April 1, 2000 or who does not have an approved well permit by that date will be subject to the Minimal Producer fee once water production begins.

### **Q.: Are there any exceptions to this program?**

**A.:** Yes. Replacement of an existing producing well drilled prior to April 1, 2000 for which a well destruction was lawfully performed shall not be subject to the Minimal Producers fee. Any Stipulating Party to the Mojave Basin Area Judgment is also not subject to the Program. Minimal Producer status shall be confined to the parcel on which the water production facility exists and would remain with the new property owner upon change of ownership.

### **Q.: How can I learn more about the Mojave Water Agency?**

**A.:** You can visit the Mojave Water Agency Website at: [www.MojaveWater.org](http://www.MojaveWater.org), or call (760) 946-7000 or (800) 254-4242 during business hours.

**ATTACHMENT 4 – ONSITE BORING INFORMATION**

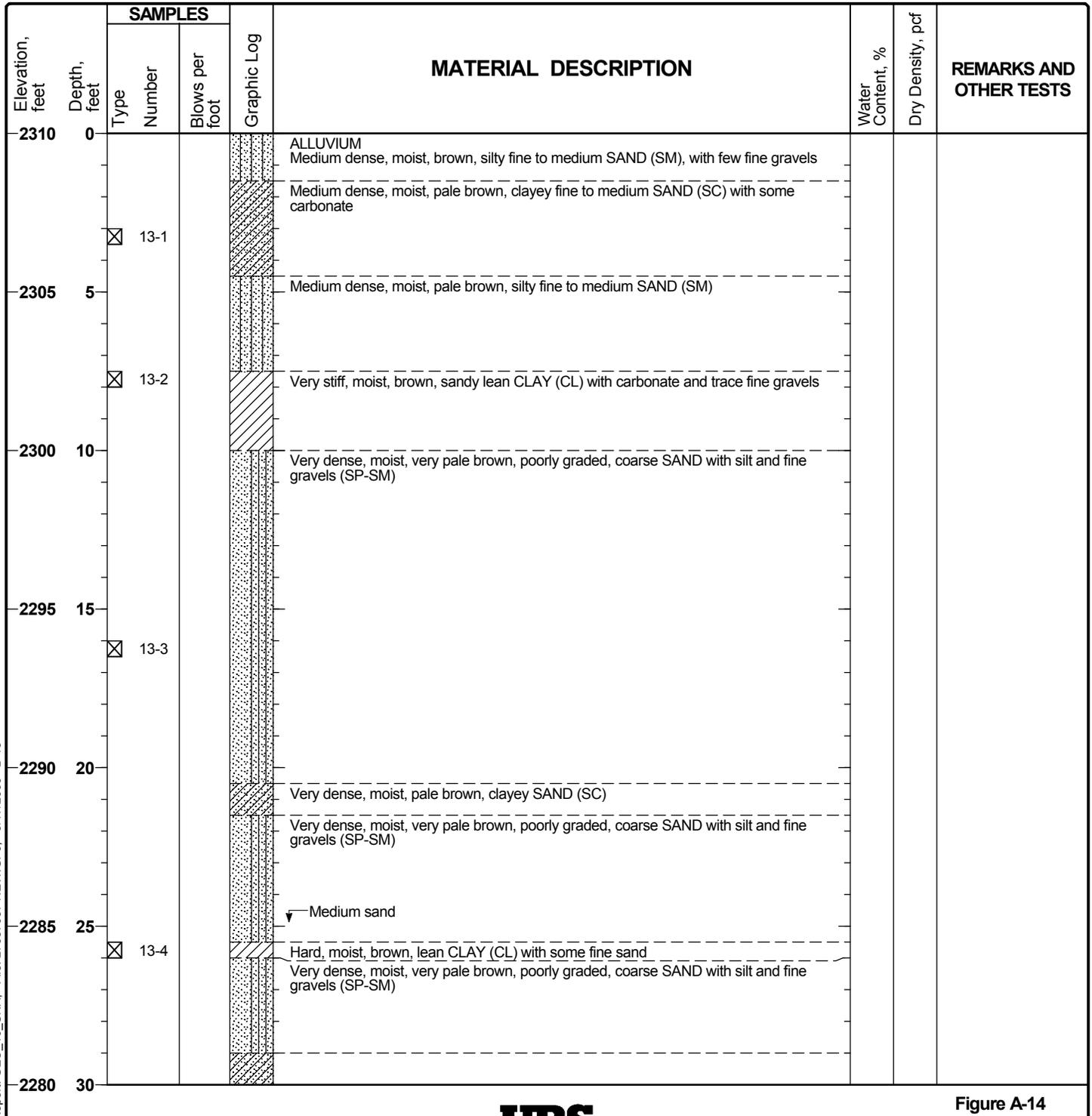
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Project: Nursery Products Hawes Composting  
 Project Location: San Bernardino County, California  
 Project Number: 27657037.00400

# Log of Boring B-13

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Date(s) Drilled	03/17/09 tp 03/20/09	Logged By	D. Rector	Checked By	J. Nevius
Drilling Method	Sonic	Drill Bit Size/Type	6" casing, 4" core	Total Depth of Borehole	374.0 feet
Drill Rig Type	Truck mounted Sonic 600-T	Drilling Contractor	Boart Longyear	Approximate Surface Elevation	2310 feet MSL
Water Level Depth (Feet)	305.1 feet on 03/20/09	Sampling Method(s)	Grab	Hammer Data	NA
Borehole Backfill	Bentonite grout	Location	See Site Plan		



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Figure A-14

Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2280	30				Very dense, moist, brown, clayey SAND (SC)			
					Very dense, moist, very pale brown to light reddish brown, poorly graded, coarse SAND with silt and gravel (SP-SM)			
2275	35	☒	13-5					
					Hard, moist, pale brown, fine sandy lean CLAY (CL)			
					Very dense, moist, very pale brown, poorly graded, coarse SAND with silt and fine gravels (SP-SM)			
2265	45	☒	13-6		Very dense, moist, very pale brown, silty medium SAND (SM)			
					Very dense, moist, light reddish brown, silty to clayey SAND (SC-SM)			
2260	50				Hard, moist, very pale brown, fine sandy lean CLAY (CL) with trace carbonate			
2255	55	☒	13-7		Very dense, moist, very pale brown, silty coarse SAND (SM) with fine gravels	10		HYD(58)
					Very dense, moist, very pale brown, clayey SAND (SC)			
2250	60				Very dense, moist, very pale brown, silty medium SAND (SM)			
2245	65							

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Elevation, feet	Depth, feet	SAMPLES			Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number	Blows per foot					
2245	65	☒	13-8						
2240	70					Very dense, moist, light reddish brown, poorly graded coarse SAND with silt and fine gravels (SP-SM)			
2235	75	☒	13-9						
2230	80					Hard, moist, dark brown, sandy lean CLAY (CL), with trace carbonate			
						Very dense, moist, very pale brown, clayey medium to coarse SAND (SC)			
2225	85	☒	13-10			Hard, moist, dark brown, lean CLAY (CL) with some sand			
						Hard to very dense, moist, very pale brown, fine sandy CLAY to clayey fine SAND (CL/SC)			
2220	90								
						Very dense, moist, very pale brown, clayey SAND (SC)			
2215	95	☒	13-11						
2210	100								

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2210								
2205	105	☒	13-12		Hard to very dense, moist, very pale brown, fine sandy CLAY (CL)	29		HYD(65)
					Very dense, moist, very pale brown, clayey SAND (SC)			
2200	110				Hard to very dense, moist, very pale brown, fine sandy CLAY to clayey fine SAND (CL/SC)			
		☒	13-13		Very dense, moist, very pale brown, silty coarse SAND with gravels (SM)			
2195	115				▼ Becomes light reddish brown and medium grained			
					▼ With trace clay			
2190	120							
		☒	13-14					
2185	125				Very dense, moist, very pale brown, clayey SAND (SC)			
2180	130							
		☒	13-15		Very dense, moist, pale brown, silty SAND (SM) with trace fine gravels			
2175	135							

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2175								
2170	140				Very dense to hard, moist, brown, clayey SAND to sandy lean CLAY (SC/CL)			
2165	145	☒	13-16		Very dense, moist, light reddish brown, silty to clayey SAND (SC-SM)			
2160	150							
2155	155							
2150	160				Hard, moist, dark brown, fat CLAY (CH)			
2145	165	☒	13-17		Very dense, moist, pale brown, silty coarse SAND (SM) with trace fine gravels and clay			
2145	165	☒	13-18		Hard, moist, brown, sandy lean CLAY (CL)			
2140	170				Very dense, moist, light reddish brown, silty to clayey medium to coarse SAND (SC-SM)			

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# Log of Boring B-13

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2140								
		☒	13-19					
2135	175							
2130	180							
2125	185	☒	13-20					
2120	190							
2115	195	☒	13-21					
2110	200							
2105	205							

← With cobbles

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Elevation, feet	Depth, feet	SAMPLES			MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number	Blows per foot				
2105		☒	13-22					
2100	210							
2095	215	☒	13-23		Very dense, moist, light gray to light reddish brown, silty SAND with trace cobbles (SM)			
					Very dense, moist, light reddish brown, silty to clayey SAND (SM-SC)			
2090	220							
2085	225	☒	13-24					
2080	230							
2075	235	☒	13-25			14	HYD(39), PERM	
					Very dense, moist, light reddish brown, silty SAND (SM) with trace clay			
2070	240							

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2070								
2065	245	☒	13-26		With few large cobbles			
2060	250				Very dense, moist, light reddish brown, silty to clayey SAND (SM-SC)			
2055	255	☒	13-27		4" thick layer of brown, sandy lean CLAY (CL)			
2050	260							
2045	265	☒	13-28		Hard, moist, brown, sandy lean CLAY (CL)			
2040	270				Very dense, moist, light yellowish brown to light reddish brown, clayey SAND (SC)			
2035	275				With few cobbles			

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# Log of Boring B-13

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2035		☒	13-29			9		HYD(16)
					↙ Decrease in cobbles, light reddish brown			
2030	280							
2025	285	☒	13-30			11		HYD(25)
2020	290							
2015	295	☒	13-31					
2010	300				↙ Increase in clay and gravels			
2005	305	☒	13-32					Observed stabilized water level 03/20/09
2000	310							

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# Log of Boring B-13

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
2000					▼ Increase in density			Very difficult drilling at 310'
1995	315	⊗	13-33					
1990	320							
1985	325	⊗	13-34					
1980	330				▼ Decrease in cobbles and gravels			
1975	335	⊗	13-35					
1970	340							
1965	345							

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Elevation, feet	Depth, feet	SAMPLES		Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Dry Density, pcf	REMARKS AND OTHER TESTS
		Type	Number					
1965		☒	13-36		With trace gravels			
1960	350							
1955	355	☒	13-37		Hard, moist, brown, fine sandy lean CLAY (CL)			
					Very dense, moist, reddish brown, clayey SAND (SC)			
1950	360				Decrease in density			
1945	365	☒	13-38		Very dense, wet, pale brown to brown, poorly graded SAND with clay (SP-SC)			First water observed in boring 03/19/09
1940	370							
1935	375	☒	13-39		Bottom of boring at 374 feet			
1930	380							

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