RUSSELL M. MCGLOTHLIN (State Bar No. 208826)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101
Telephone: (805) 963-7000
Facsimile: (805) 965-4333

Attorneys for Defendant, CITY OF SEASIDE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER, Plaintiff, vs. CITY OF SEASIDE, et al., Defendants.	Case No. M66343 Assigned for All Purposes to the Honorable Roger D. Randall (Ret.) **REQUEST FOR JUDICIAL NOTICE** Date: December 12, 2008 Time: 1:30 p.m. Dept: 16, 1st Floor
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, Intervenor,	
MONTEREY COUNTY WATER RESOURCES AGENCY, Intervenor,	
AND RELATED CROSS-ACTION.	

/ / /

/ / /

/ / /

/ / /

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Pursuant to the California Evidence Code section 452(d) and California Rules of Court, Rule 12, the Seaside Basin Watermaster ("Watermaster") respectfully requests that the Court take judicial notice of Exhibits A through D, attached to the Declaration of Russell M. McGlothlin filed concurrently herewith.

These documents are excerpted pages from three judgments entered by the Los Angeles County Superior Court, and one from the Riverside County Superior Court, which are cited in the concurrently filed Points and Authorities. A complete copy of the Judgment will be provided upon request.

As testified to in the accompanying Declaration of Russell McGlothlin, for each of these judgments, our office has previously sought a certified copy from the superior court. For those marked as certified copies, the excerpted pages attached hereto are true and correct copies of the pages from the certified copy of the judgment that our office obtained from the relevant superior court. For those not marked as certified copies, the relevant superior court was unable to locate the original judgment. We have therefore included a copy of the relevant excerpted pages from the copy of the judgment maintained in our office's possession as a substitute, which we believe to be a true and correct copy of the judgment entered in the respective case.

Evidence Code § 452(d) allows the Court to take judicial notice of "[r]ecords of . . . any court of this state." "Evidence Code sections 452 and 453 permit the trial court to 'take judicial notice of the existence of judicial opinions and court documents, along with the truth of the results reached-in the documents such as orders, statements of decision, and judgments . . . .'" (*People v. Harbolt* (1997) 61 Cal.App.4th 123, 126-127 (quoting *Williams v. Wraxall* (1995) 33 Cal.App.4th 120, 130 n.7).) These documents are relevant to the concurrently filed Motion by the Seaside Basin Watermaster to Amend and Restate the Decision because they demonstrate that the judgments entered in other groundwater basin adjudications routinely allow for transferability of all rights, including overlying rights, in perpetuity. These documents are therefore appropriate for judicial notice.

For the foregoing reasons, Watermaster respectfully requests that the Court grant this Request for Judicial Notice.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Dated: November 13, 2008

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____
RUSSELL M. MCGLOTHLIN
Attorney for Defendant, CITY OF SEASIDE
Filing on Behalf of Watermaster Pursuant to the Watermaster's Request

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

DECLARATION OF RUSSELL M. MCGLOTHIN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE

I, RUSSELL M. MCGLOTHIN, declare as follows:

1. I am an attorney at law, licensed to practice before the courts of the State of California, and practice with the law firm of Brownstein Hyatt Farber Schreck, LLP, attorneys in this action for defendant, City of Seaside. I have personal knowledge of the following facts and I am competent to testify thereto.

2. Attached hereto are excerpted pages from the four superior court judgments cited in the concurrently filed Points and Authorities. Our office possesses a copy of each of these judgments in relation to our water law practice. A full copy of each judgment is available upon request. The enclosed pages include the following:

3. The cover page, table of contents, and the cited pages of the judgment entered in the case: *California Water Service Co. v. City of Compton, et al.* (Superior Ct. Los Angeles County, 1980, No. 506,806).

4. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Central and West Basin Water Replenishment District, etc. v. Charles E. Adams, et al.* (Superior Ct. Los Angeles County, 1991, No. 786,656).

5. The cover page, table of contents, and cited pages of the judgment entered in the case: *City of Barstow, et al. v. City of Adelanto, et al.* (Superior Ct. Riverside County, 1996, No. 208568).

6. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Southern California Water Co. v. City of La Verne, et al.* (Superior Ct. Los Angeles County, 1998, No. KC029152).

7. For each of these judgments, our office has previously sought a certified copy from the superior court. For those marked as certified copies, the excerpted pages attached hereto are true and correct copies of the pages from the certified copy of the judgment that our office obtained from the relevant superior court. For those not marked as certified copies, the relevant superior court was unable to locate the original judgment. We have therefore included as a substitute, a copy

of the relevant excerpted pages from the copy of the judgment maintained in our office's possession, which we believe to be a true and correct copy of the judgment entered in the respective case.

8. I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct and that this declaration was executed on this 13 day of November 2008, at Santa Barbara, California.

RUSSELL M. MCGLOTHLIN

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

HELM, BUDINGER & LEMIEUX
An Association, Including A
Professional Corporation
4444 Riverside Drive, Suite 201
Burbank, CA. 91505
(213) 849-6473

Attorneys for Defendant,
Dominguez Water Corporation

Original

FILED

MAR 21 1980

John A. Carcoran, County Clerk

BY HELEN R. GOERL, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE COMPANY, et al., Plaintiffs vs. CITY OF COMPTON, et al., Defendants.	NO. 506,806 AMENDED JUDGMENT (DECLARING AND ESTABLISHING WATER RIGHTS IN THE WEST COAST BASIN, IMPOSING A PHYSICAL SOLUTION THEREIN AND ENJOINING EXTRACTIONS THEREFROM IN EXCESS OF SPECIFIED QUANTITIES.)

24

AMENDED JUDGMENT

TABLE OF CONTENTS

	Page
Introduction:	2
I. Existence of Basin and Boundaries Thereof	3
II. Definitions:	6
1. Basin, West Basin, West Coast Basin	6
2. Fiscal Year	6
(See subsequent change from Water Year- Paragraph XVI)	
3. Water Purveyors	7
4. Water Year	7
(See subsequent change to Fiscal Year- Paragraph XVI)	75
III. Declaration of Rights- Water Rights Adjudicated	7
IV. Adjudicated Rights Transferable	52
V. Physical Solution- Carry-over, Excess Production and Drought carry-over.	52
1. Carry-over	52
2. Excess Production	52
3. Drought carry-over	53
VI. Physical Solution-Exchange Pool Provisions	54
1. Mandatory Offer to Exchange Pool	54
a. Basis of Offer to Exchange Pool- Redetermination of Offer by Watermaster	54
b. Voluntary Offer to Exchange Pool	54
2. Price of Water Offered to Exchange Pool	55
a. Replacement Cost	55

	Page
b. Maximum Price	55
3. Price Dispute-Objection - Watermaster Determination- Court Determination	55
4. Request For Water from Exchange Pool	56
5. Allocation of Exchange Pool Water by Watermaster	57
6. Exchange Pool Water Pumped Before Pumper's Own Right	58
7. Price and Payment For Water Released From Exchange Pool	59
VII. Additional Pumping Allowed Under Agreement with Central and West Basin Water Replenishment District, During Periods of Emergency	60
VIII. Injunction	68
IX. Order of Pumping Credit	68
1. Exchange Pool Production	68
2. Leased or Licensed Production	68
3. Normal Carry-over	68
4. Adjudicated Right	68
5. Drought Carry-over	68
6. Emergency Pumping under Agreement with Replenishment District	68
X. Loss of Decreed Rights	69
XI. Watermaster Appointment	70
XII. Watermaster Powers and Duties	
1. Parties to Measure and Record Static Water Level of Each Well	70
2. Parties to Install Meters on Wells and Record Production Therefrom	70
3. Watermaster to Assemble Records and Data and Evaluate Same	71
4. Watermaster's Annual Budget	71
5. Watermaster's Fees as Parties' Costs	72

	Page
6. Watermaster's Annual Report	73
7. Watermaster's Report to Contain all Basin Production	73
8. Watermaster Rules & Regulations	73
9. Other Watermaster Duties	73
XIII. Objection to Watermaster Determinations-Notice Thereof and Hearing Thereon	73
XIV. Reserved and Continuing Jurisdiction of Court	74
XV. Judgment Modification and Further Orders of Court	75
XVI. Subsequent Change From Water Year to Fiscal Year	75
XVII. Designees of Parties For Future Notice and Service.	76
XVIII. Intervention of Successors In Interest and New Parties	77
XIX. Judgment Binding on Successors	78
XX. Effect of Amended Judgment on Orders Heretofore Made and Entered Herein.	78
XXI. Costs	79

IV.

Adjudicated Rights Transferable.

Any rights decreed and adjudicated herein may be transferred, assigned, licensed or leased by the owner thereof provided, however, that no such transfer shall be complete until compliance with the appropriate notice procedures established by the Watermaster herein.

Rights adjudicated herein which are temporarily transferred, licensed or leased shall be considered the production from the Basin on behalf of such transferee, licensee or lessee which next follows his production of released exchange pool water, if any.

V.

Physical Solution - Carry-Over, Excess Production and Drought Carry-Over.

1. Carry-over. In order to add flexibility to the operation of this Judgment and to assist in a physical solution to meet the water requirements in the West Basin, each of the parties to this action who is adjudged in Paragraph III hereof to have an Adjudicated Right and who, during a water year, does not extract from the Basin all of such party's Adjudicated Right, is permitted to carry over from such water year the right to extract from the Basin in the next succeeding water year an amount of water equivalent to the excess of his Adjudicated Right over his extraction during said water year not to exceed, however, 10% of such party's Adjudicated Right or two acre-feet, whichever is the larger.

2. Excess Production. In order to meet possible

LAGERLOF, SENICAL, DRESCHER & SWIFT
301 North Lake Avenue, 10th Floor
Pasadena, California 91101
(818) 793-9400 or (213) 385-4345

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

CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT, etc., Plaintiff, v. CHARLES E. ADAMS, et al., Defendants.	No. 786,656 SECOND AMENDED JUDGMENT (Declaring and establishing water rights in Central Basin and enjoining extractions therefrom in excess of specified quantities.)
CITY OF LAKEWOOD, a municipal corporation, Cross-Complaint, v. CHARLES E. ADAMS, et al., Cross-Defendants.	

The above-entitled matter duly and regularly came on for trial in Department 73 of the above-entitled Court (having been transferred thereto from Department 75 by order of the presiding Judge), before the Honorable Edmund M. Moor, specially assigned Judge, on May 17, 1965, at 10:00 a.m. Plaintiff was represented by its attorneys BEWLEY, KNOOP, LASSLEBEN & WHELAN, MARTIN E. WHELAN,

"Total Water Right" is the quantity arrived at in the same manner as in the computation of "Base Water Right", but including as if extracted in any particular year the Imported Water Use Credit, if any, to which a particular party may be entitled.

"Water" includes only non-saline water, which is that having less than 1,000 parts of chlorides to 1,000,000 parts of water.

"Water Year" is the 12-month period commencing October 1 of each year and ending September 30th of the following year.

In those instances where any of the above-defined words, terms, phrases or clauses are utilized in the definition of any of the other above-defined words, terms, phrases and clauses, such use is with the same meaning as is above set forth.

NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND DECREED WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

I. DECLARATION AND DETERMINATION OF WATER RIGHTS OF PARTIES; RESTRICTION ON THE EXERCISE THEREOF.[1]

1. Determination of Rights of Parties.

(a) Each party, except defendants, The City of Los Angeles and Department of Water and Power of the City of Los Angeles, whose name is hereinafter set forth in the tabulation at the conclusion of Subpart 3 of Part 1, and after whose name there

---

[1]headings in the judgment are for purposes of reference and the language of said headings do not constitute, other than for such purpose, a portion of this judgment.

appears under the column "Total Water Right" a figure other than "0", was the owner of and had the right to extract annually groundwater from Central Basin for beneficial use in the quantity set forth after that party's name under said column "Total Water Right" pursuant to the Judgment as originally entered herein. Attached hereto as Appendix "2" and by this reference made a part hereof as though fully set forth are the water rights of parties and successors in interest as they existed as of the close of the water year ending September 30, 1978 in accordance with the Watermaster Reports on file with this Court and the records of the Plaintiff. This tabulation does not take into account additions or subtractions from any Allowed Pumping Allocation of a producer for the 1978-79 water year, nor other adjustments not representing change in fee title to water rights, such as leases of water rights, nor does it include the names of lessees of landowners where the lessees are exercising the water rights. The exercise of all water rights is subject, however, to the provisions of this Judgment is hereinafter contained. All of said rights are of the same legal force and effect and are without priority with reference to each other. Each party whose name is hereinafter set forth in the tabulation set forth in Appendix "2" of this judgment, and after whose name there appears under the column "Total Water Right" the figure "0" owns no rights to extract any ground water from Central Basin, and has no right to extract any ground water from Central Basin.

(b) Defendant The City of Los Angeles is the owner of the right to extract fifteen thousand (15,000) acre feet per annum of ground water from Central Basin. Defendant Department

(SPACE BELOW FOR FILING STAMP ONLY)

BRUNICK, ALVAREZ & BATTERSBY
PROFESSIONAL LAW CORPORATION
1839 COMMERCENTER WEST
POST OFFICE BOX 6425
SAN BERNARDINO, CALIFORNIA 92412
TELEPHONE: (909) 889-8301 824-0623

William J. Brunick, (Bar No. 46289)
Boyd L. Hill, (Bar No. 140435)

Attorneys for Cross-Complainant MOJAVE WATER AGENCY

FILED
RIVERSIDE COUNTY
JAN 10 1996
ARTHUR A. SHIRK, Clerk
By Y.A. Burns Y.A. Burns
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF BARSTOW, et al,

Plaintiff,

v.

CITY OF ADELANTO, et al,

Defendant.

MOJAVE WATER AGENCY,

Cross-complainant,

v.

ANDERSON, RONALD H. et al,

Cross-defendants.

CASE NO. 208568

ASSIGNED TO JUDGE KAISER DEPT.4 FOR ALL PURPOSES

JUDGMENT AFTER TRIAL

TABLE OF CONTENTS

I. INTRODUCTION..... 1

A. The Complaint..... 1

B. The MWA Cross-Complaint..... 1

C. The Arc Las Flores Cross-Complaint..... 2

D. Stipulation and Trial..... 2

II. DECREE..... 3

A. JURISDICTION, PARTIES, DEFINITIONS..... 3

1. Jurisdiction and Parties..... 3
a. Jurisdiction..... 3
b. Parties..... 3
c. Minimal Producers..... 3

2. Physical and Legal Complexity..... 5

3. Need for a Declaration of Rights and Obligations and for Physical Solution..... 5

4. Definitions..... 7
a. Afton..... 7
b. Annual or Year..... 7
c. Aquaculture Water..... 7
d. Assessments..... 7
e. Barstow..... 7
f. Base Annual Production..... 7
g. Base Annual Production Right..... 8
h. Base Flow..... 8
i. Carry Over Right..... 8
j. Consumption or Consumptive Use..... 9
k. Free Production Allowance..... 9
l. Groundwater..... 9
m. Harper Lake Basin..... 9
n. Lower Narrows..... 9
o. Makeup Water..... 9
p. Makeup Obligation..... 9
q. Minimal Producer..... 9
r. Minimum Subarea Obligation..... 10
s. Mojave Basin Area or Basin Area..... 10
t. MWA..... 10
u. Overdraft..... 10
v. Party (Parties)..... 10
w. Person(s)..... 11
x. Produce..... 11
y. Producer..... 11

z. Production..... 11
aa. Production Safe Yield..... 11
bb. Purpose of Use..... 11
cc. Recirculated Water..... 12
dd. Replacement Obligation..... 12
ee. Replacement Water..... 12
ff. Responsible Party..... 12
gg. Stored Water..... 12
hh. Storm Flow..... 12
ii. Subareas..... 13
jj. Subarea Obligation..... 13
kk. Subsurface Flow..... 13
ll. Supplemental Water..... 13
mm. Transition Zone..... 13
nn. Watermaster..... 13

5. Exhibits..... 13

B. DECLARATION OF HYDROLOGIC CONDITIONS..... 14

6. Mojave Basin Area as Common Source of Supply..... 14

7. Existence of Overdraft..... 14

C. DECLARATION OF RIGHTS AND OBLIGATIONS..... 15

8. Production Rights of the Parties..... 15
a. Aquaculture..... 15
b. Camp Cady..... 16
c. Recreational Lakes in Baja Subarea... 16

9. MWA Obligation..... 17
a. Secure Supplemental Water..... 17
b. Supplemental Water Prices..... 17
c. Supplemental Water Deliver Plan..... 17
d. Water Delivery Cost Allocation..... 18
e. Legislative Changes..... 19
f. Court Review and Determination of Benefit..... 19

10. Priority and Determination of Production Rights..... 19

11. Exercise of Carry Over Rights..... 21

12. Production Only Pursuant to Judgment..... 21

13. Declaration of Subarea Rights and Obligations..... 21

III. INJUNCTION..... 22

14. Injunction Against Unauthorized Production..... 22

15. Injunction Re Change in Purpose of Use Without Notice Thereof to Watermaster..... 23

16. Injunction Against Unauthorized Recharge..... 23

17. Injunction Against Transportation from Mojave Basin Area..... 23

18. Injunction Against Diverting Storm Flows..... 23

IV. CONTINUING JURISDICTION..... 24

19. Jurisdiction Reserved..... 24

V. PHYSICAL SOLUTION..... 24

A. GENERAL..... 24

20. Purpose and Objective..... 24

21. Need for Flexibility..... 25

22. General Pattern of Operations..... 25

B. ADMINISTRATION..... 26

23. Administration by Watermaster..... 26
(a) Standard of Performance..... 27
(b) Removal of Watermaster..... 27
(c) MWA Appointed as Initial Watermaster..... 27

24. Powers and Duties..... 28
(a) Rules and Regulations..... 28
(b) Employment of Experts and Agents..... 28
(c) Makeup and Replacement Obligations... 29
(d) Measuring Devices, etc..... 29
(e) Hydrologic Data Collection..... 29
(f) Assessments..... 29
(g) Purchase of and Recharge with Supplemental Water..... 30
(h) Water Quality..... 30
(i) Notice List..... 30
(j) Annual Administrative Budget..... 30
(k) Annual Report to Court..... 30
(l) Investment of Funds..... 32
(m) Borrowing..... 32
(n) Transfers..... 32
(o) Free Production Allowance..... 32
(p) Production Reports..... 32
(q) Production Adjustment for Change in Purpose of Use..... 33

(r) Reallocation of Base Annual Production Rights..... 34
(s) Storage Agreements..... 34
(t) Subarea Advisory Committee Meetings..... 34
(u) Unauthorized Production..... 35
(v) Meetings and Records..... 35
(w) Data, Estimates and Procedures..... 35
(x) Biological Resource Mitigation..... 35

C. ASSESSMENTS..... 36

25. Purpose..... 36
(a) Administrative Assessments..... 36
(b) Replacement Water Assessments..... 36
(c) Makeup Water Assessments..... 36
(d) Biological Resource Assessment..... 36
(e) MWA Assessment of Minimal Producers.. 37

26. Procedure..... 37

27. Availability of Supplemental Water..... 38

28. Use of Replacement Water Assessment Proceeds and Makeup Water Assessment Proceeds..... 39

29. MWA Annual Report to the Watermaster..... 39

D. SUBAREA ADVISORY COMMITTEES..... 40

30. Authorization..... 40

31. Composition and Election..... 40

32. Compensation..... 41

33. Powers and Functions..... 41

E. TRANSFERABILITY..... 41

34. Assignment, Transfer, etc. of Rights..... 41

F. MISCELLANEOUS PROVISIONS..... 41

35. Water Quality 41

36. Review Procedures..... 41

(a) Effective Date of Watermaster Action. 41
(b) Notice of Motion..... 42
(c) Time for Motion..... 42
(d) De Novo Nature of Proceeding..... 42
(e) Decision..... 43
(f) Payment of Assessments..... 43

37. Designation of Address for Notice and Service..... 43

38. Service of Documents..... 44

39. No Abandonment of Rights..... 44

40. Intervention After Judgment..... 44

41. Recordation of Notice..... 45

42. Judgment Binding on Successors, etc..... 45

43. Costs..... 45

44. Entry of Judgment..... 45

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

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

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

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

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

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

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

b. All Producers have contributed to the Overdraft;

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

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

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

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

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

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

///

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

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

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

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

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

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

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

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

E. TRANSFERABILITY.

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

F. MISCELLANEOUS PROVISIONS.

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

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

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

SCOTT S. SLATER, ESQ. (State Bar No. 117317)
ROBERT J. SAPERSTEIN, ESQ. (State Bar No. 166051)
HATCH AND PARENT, PC
21 East Carrillo Street
Santa Barbara, CA 93101
Telephone: (805) 963-7000

Attorneys for Plaintiff,
Special Counsel for Southern California Water Company

FILED
LOS ANGELES SUPERIOR

DEC 18 1998

JOHN A. CLARKE, CLERK
BY M. McDuffie

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SOUTHERN CALIFORNIA WATER COMPANY

Plaintiff,

vs.

CITY OF LA VERNE, CITY OF CLAREMONT, CITY OF POMONA, CITY OF UPLAND, POMONA COLLEGE, POMONA VALLEY PROTECTIVE ASSOCIATION, SAN ANTONIO WATER COMPANY, SIMPSON PAPER COMPANY, THREE VALLEYS MUNICIPAL WATER DISTRICT, WEST END CONSOLIDATED WATER COMPANY, and DOES 1 through 1,000, Inclusive,

Respondents and Defendants.

CASE NO. KC029152

Assigned for All Purposes to Judge William O. McVittie

Department O

(Complaint Filed, September 28, 1998).

JUDGMENT

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

DEC 18 1998

ATTEST _____

JOHN A. CLARKE

Executive Officer/Clerk of the Superior Court of California, County of Los Angeles

By _____, Deputy

C. MORALES

TABLE OF CONTENTS

PAGE

PRELIMINARY FINDINGS 1
A. Complaint 1
B. Answers and Cross-Complaints 2
C. Jurisdiction 2
D. Parties 2
E. Settlement Negotiations 4
1. Importance of Groundwater 4
2. Coordinated Study 4
3. Overdraft 4
a. Native Safe Yield 4
b. Safe Yield 5
c. Groundwater Production 5
F. Stipulation 5

JUDGMENT 6

I. INTRODUCTION 6
A. Definitions 6
1. Base Annual Production Right 6
2. Carryover Rights 6
3. Effective Date 6
4. Fiscal Year 6
5. Four Basins or Four Basins Area 6
6. Groundwater 6
6. Imported Water 6
8. In Lieu Procedures 6
9. Minimal Producers 6
10. Native Groundwater 7
11. Native Safe Yield 7
12. Native Water 7
13. Non-party. 7
13. Operating Plan 7
14. Operating Safe Yield 7
15. Overdraft 7
16. Party or Parties 8
17. Physical Solution 8
18. Producer 8
19. Production 8
20. Replacement Water 8
21. Replacement Water Assessment 8
22. Replenishment 8
23. Replenishment Water 8
24. Return Flows 8
25. Safe Yield 8
26. Six Basins or Six Basins Area 9
27. Spreading 9
28. Storage and Recovery 9
29. Storage and Recovery Agreement 9
30. Transfer 9
31 Two Basins or Two Basins Area 9
32. Water Shortage Emergency 9

HATCH AND PARENT
21 EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2782

33. Watermaster 10
34 Year 10

B. Exhibits 10
Exhibit A: Six Basin Map 10
Exhibit B: Description of the Six Basins Area 10
Exhibit C: Memorandum of Agreement (Re. PVPA Operations) 10
Exhibit D: Base Annual Production of Parties 10
Exhibit E: Description of Spreading Activities 11
Exhibit F: City of Pomona Storage and Recovery Agreement 11
Exhibit G: Initial Operating Plan 11

II. FINDINGS AND HYDROLOGIC CONDITIONS 11
A. Safe Yield 11
B. Overdraft and Prescriptive Circumstances 11
1. Adversity 11
2. Continuity 11
3. Notice 11

C. High Groundwater Levels 12
D. Water Quality Problems 12

III. DECLARATION OF RIGHTS AND RESPONSIBILITIES 12

A. General Provisions
1. Surface Water Rights 12
2. Loss of Priorities 13
3. Limitations on Export 13
4. No Abandonment of Rights 14
5. Pre-Existing Rights 14
6. Physical Solution 14
7. Portability Between the Two Basins and Four Basins Areas 14

B. Rights of the Parties to Produce Groundwater from the Four Basins 15
1. Declaration of Rights 15
2. Carryover Rights 15
3. Transferability of Rights 15
4. Portability of Rights Among the Four Basins 16
a. No Substantial Injury 16
b. Advance Written Notice to Watermaster 16
c. Prior Watermaster Approval 16
d. New Facility Defined 16
e. Procedure for Resolution of Disputes 17
5. Rights to Unused Groundwater Storage Capacity 17
6. Priorities for Use of Groundwater Storage Capacity 17
7. Loss of Stored and Carry-Over Water 17
8. Consideration of Groundwater Levels 18

C. The Parties' Rights to Groundwater and Storage in the Two Basins 18
1. Declaration of Rights 18
2. Storage and Recovery 18
3. Transferability of Rights 19

D. Rights and Responsibilities of PVPA 19
1. Spreading Operations 19

HATCH AND PARENT
21 EAST CARRILLO STREET
SANTA BARBARA, CA
93101-2782

2. Waiver of Claims against PVPA 19

E. Non-Parties 19
1. Minimal Producers 19
2. Parties' Rights Versus Non-Parties Reserved 20

IV. REMEDIES 20
A. Injunctions 20
1. Injunction Against Unauthorized Production 20
2. Injunction Against Unauthorized Storage 20
3. Injunction Against Unauthorized Replenishment 20

B. Continuing Jurisdiction 20
1. Jurisdiction Reserved 20
2. Intervention After Judgment 20

C. Reservation of Other Remedies 21
1. Claims By and Against Non-parties 21
2. Claims Between Parties Unrelated to the Judgment 21
3. Groundwater Levels 21

V. WATERMASTER 21
A. Composition, Voting and Compensation 21
B. Nomination and Appointment Process 22
C. Succession 22
1. Partial Succession 23
2. Non-Party Successor 23
3. Party Successor 23
D. Powers and Duties 23
E. Organization and Meetings 24
F. Limits on Assessments 25

VI. PHYSICAL SOLUTION FOR THE SIX BASINS AREA 24
A. General Purposes and Objectives 24
1. Physical Solution is Consistent With the Public Interest 25
2. Balance of Equities 25
3. Flexibility 25

B. Guidelines for Operation of Four Basins Area 25
1. Replenishment 25
2. Storage and Recovery 26
3. Operating Safe Yield 26
4. Production 26
5. Replacement Water 26
a. Obligation to Provide Replacement Water 27
b. In Lieu Procedures 27
c. Replacement Water Assessment 27
6. Development, Maintenance and Implementation of the Operating Plan . 27
7. Initial Operating Plan 28
8. Annual Review of the Operating Plan 28
9. Replenishment 28
10. Storage and Recovery Pursuant to Storage and Recovery Agreements . 29
11. Special Projects 30
12. Temporary Surplus Groundwater 30

HATCH AND PARENT
21 EAST CARRILLO STREE
SANTA BARBARA, CA
93101-2782

C. GUIDELINES FOR OPERATION OF THE TWO BASINS AREA 30
1. Replenishment 30
2. Storage and Recovery 31
3. Production 31

VII. ASSESSMENTS 31

A. Ground Rules 31
1. Authorization 31
2. Assessment Spread 31
3. Administrative Assessment 32
4. Replacement Water Assessments 32

VIII. DISPUTE RESOLUTION 32

A. Entity for Resolution of Dispute 32
B. Determination Regarding Substantial Injury 32
C. Notice and Hearing 33

IX. ADDITIONAL PROVISIONS 33

recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred, exchanged or exercised in the Four Basins Area.

B. **Rights of the Parties to Produce Groundwater from the Four Basins.**

1. **Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of appropriative rights, including rights by prescription, and exercised and unexercised overlying rights of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this Judgment.

2. **Carryover Rights.** Any Party that produces less than its share of the Operating Safe Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the following year subject to the following limitations: (a) the first water produced in any Year shall be deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year; and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as provided below in Article IIIB, Section 7.

3. **Transferability of Rights.** Subject to the limitations set forth in his Judgment, a Base Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in whole or in part, among existing Parties or to any other person that becomes a Party on either a temporary or permanent basis provided that no Party is substantially injured by the Transfer. Production pursuant to any such Transfer shall be subject to the limitations on carryover and portability set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base Annual Production Right may require an adjustment in the Party representatives to the Watermaster

RUSSELL M. MGLOTHLIN (State Bar No. 208826)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101
Telephone: (805) 963-7000
Facsimile: (805) 965-4333

Attorneys for Defendant, CITY OF SEASIDE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER, Plaintiff, vs. CITY OF SEASIDE, et al., Defendants.	Case No. M66343 Assigned for All Purposes to the Honorable Roger D. Randall (Ret.) **[PROPOSED] ORDER GRANTING WATERMASTER'S MOTION TO AMEND DECISION** Date: December 12, 2008 Time: 1:30 p.m. Dept: 16, 1st Floor
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, Intervenor,	
MONTEREY COUNTY WATER RESOURCES AGENCY, Intervenor,	
AND RELATED CROSS-ACTION.	

[Proposed] **ORDER**

Pursuant to the court's continuing jurisdiction set forth in Section III.O.1.a of the final decision issued in this action, having read, reviewed and considered all pleadings filed in support

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

and in response, if any, to the motion, and the argument of counsel, and good cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED that the Judgment in *California American Water v. City of Seaside et al.* (Superior Ct. Monterey County, 2006, No. M66343) (Seaside Basin Judgment) shall be amended as follows:

The text in paragraph 2 of Section III.B.3.e shall read:

> Any of the aforementioned Parties, except the County of Monterey, may choose to change all or a portion of their Alternative Production Allocation to the Standard Production Allocation method set forth in Section III.B.2 and shall be entitled to all of the privileges associated with said Production Allocation as set forth herein (e.g. transferability, Storage rights, and Carryover rights). A Party choosing to change to the Standard Production Allocation shall do so by filing a declaration with the Court, and serving said declaration on all other parties. Once a Party chooses to change to the Standard Production Allocation method set forth in Section III.B.2, that Party shall not be allowed to thereafter again choose to participate in the Alternative Production Allocation. The Parties under the Standard Production Allocation shall not be allowed at any time to change from the Standard Production Allocation to the Alternative Production Allocation.

Date: December ____, 2008

_____
Honorable Roger D. Randall (Ret.)

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF)
SANTA BARBARA

I am employed by Brownstein Hyatt Farber Schreck n in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 East Carrillo Street, Santa Barbara, California 93101. On November 13, 2008, I served the within documents:

NOTICE OF MOTION AND MOTION TO AMEND DECISION; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF RUSSELL M. MCGLOTHLIN IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S REQUEST FOR JUDICIAL NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S MOTION TO AMEND

☒ By placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, addressed as set forth below.

☐ By e-mailing the document listed above to all parties listed on the Proof of Service attached on the Service List below.

☐ By sending a true copy of the above document to the parties as set forth on the service list at the fax numbers indicated. The facsimile machine used complied with CRC Rule 2003(3), and the transmission was reported as complete and without error. Pursuant to CRC Rule 2005(i), a transmission confirmation report was properly issued by the transmitting facsimile machine, stating the time and date of such transmission.

SEE ATTACHED SERVICE LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than on day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 13, 2008, at Santa Barbara, California.

Rachel Robledo

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

SERVICE LIST

Judge Roger D. Randall

JUDGE'S COPY

Carrie L. Gleeson
Tim Miller
303 H. Street, Suite 250
Chula Vista, California 91910

Telephone No: (619) 409-7726
Facsimile No: (619) 409-7701
carrie.gleeson@amwater.com
tim.miller@amwater.com

CALIFORNIA AMERICAN WATER

Donald G. Freeman, Esq.
Law Office of Perry & Freeman
P.O. Box 805
Carmel, CA 93921-0805

Telephone No: (831) 624-5339
Facsimile No. (831) 624-5839
klglegal@hotmail.com

CITY OF SEASIDE

Deborah Mall, Esq.
Monterey City Attorney
City Hall
399 Madison Streets
Monterey, CA 93940

Telephone No: (831) 646-3915
Facsimile No. (831) 373-1634
mall@ci.Monterey.ca.us

CITY OF MONTEREY

James G. Heisinger, Jr., Esq.
Heisinger, Buck & Morris
P.O. Box 5427
Carmel, CA 93921-5427

Telephone No: (831) 624-3891
Facsimile No. (831) 625-0145
jim@carmellaw.com

CITY OF SAND CITY

Robert Wellington, Esq.
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940

Telephone No: (831) 373-8733
Facsimile No. (831) 373-7106
attys@wellingtonlaw.com

CITY OF DEL REY OAKS

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Brian Finegan, Esq. Law Office of Brian Finegan P.O. Box 2058 Salinas, CA 93902 Telephone No: (831) 757-3641 Facsimile No. (831) 757-9329 brian@bfinegan.com	**GRANITE ROCK COMPANY**
David C. Sweigert, Esq. Fenton & Keller 2801 Monterey Salinas Highway P.O. Box 791 Monterey, California 93940-0791 Telephone No. (831) 373-1241 Ext: 202 Facsimile No. (831) 373-7219 dsweigert@fentonkeller.com rscholl@fentonkeller.com	**D.B.O. DEVELOPMENT COMPANY NO. 27**
John M. Garrick, Esq. Larson Garrick & Lightfoot LLP US Bank Tower 633 West Fifth Street, Suite 1750 Los Angeles, CA 90017 Telephone No: (213) 404-4100 Facsimile No: (213) 404-4123 jgarrick@lgl-law.com	**ALDERWOOD GROUP, INC. dba MISSION MEMORIAL PARK**
Robert A. Goodin, Esq. James D. Squeri, Esq. Anne Hayes Hartman, Esq. Goodin, MacBride, Squeri, Ritchie & Day 505 Sansome Street, Suite 900 San Francisco, CA 94111 Telephone No: (415) 398-4321 Fax No. (415) 398-4321 jsqueri@goodinmacbride.com ahartman@goodinmacbride.com rgoodin@goodinmacbride.com	**PASADERA COUNTRY CLUB, LLC**
David Laredo, Esq. DeLay & Laredo 606 Forest Avenue Pacific Grove, CA 93950 Telephone No: (831) 646-1502 Facsimile No. (831) 646-0377 dave@laredolaw.net	**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

J. Terry Schwartz, Esq. Craig A. Parton, Esq. Price, Postel & Parma LLP 200 East Carrillo Street, 4th Floor Santa Barbara, CA 93010 Telephone No: (805) 962-0011 Facsimile No. (805) 965-3978 jts@ppplaw.com cap@ppplaw.com	**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**
Kevin M. O'Brien, Esq. Steven P. Saxton, Esq. Downey Brand LLP 555 Capitol Mall, 10th Floor Sacramento, CA 95814-4684 Telephone No: (916) 444-1000 Facsimile No. (916) 444-2100 kobrien@downeybrand.com ssaxton@downeybrand.com	**MONTEREY COUNTY WATER RESOURCES AGENCY**
Janet K. Goldsmith, Esq. Eric N. Robinson, Esq. Kronick, Moskovitz, Tiedemann & Girrard 400 Capitol Mall, 27th Floor Sacramento, CA 95814-4416 Telephone No: (916) 321-4500 Ext: 5754 Facsimile No: (916) 321-4555 erobinson@kmtg.com	**BISHOP, McINTOSH & McINTOSH**
Elizabeth Gianola Horan, Lloyd, Karachale, Dyer, Schwartz, Law & Cook 499 Van Buren Street P.O. Box 3350 Monterey, CA 93942-3350 Telephone No: (831) 373-4131 Facsimile No. (831) 373-8302 gianola@horanlegal.com	**YORK SCHOOL, INC.**
Thomas D. Roth, Esq. Law Office of Thomas D. Roth One Market Street, Spear Tower, Suite #3600 San Francisco, CA 94105 Telephone No: (415) 293-7684 Facsimile No: (415) 435-2086 Rothlaw1@comcast.net	**SECURITY NATIONAL GUARANTY, INC.**

Charles J. McKee, Esq.
Dennis E. Le Clere, Esq.
Office of County Counsel, County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901-2680

Telephone No: (831) 755-5045
Facsimile No. (831) 755-5283
leclered@co.monterey.ca.us
coatsir@co.montery.ca.us
mckeecj@co.montery.ca.us

COUNTY OF MONTEREY

Dewey Evans
Watermaster Executive Officer
2600 Garden Road, Suite 228
Monterey, California 93940

Telephone No: (831) 641-0113
Facsimile No:
watermasterseaside@sbcglobal.net.

WATERMASTER EXECUTIVE OFFICER

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

David C. Laredo, CSBN 66532
Heidi A. Quinn, CSBN 180880
De LAY & LAREDO
Attorneys at Law
606 Forest Avenue
Pacific Grove, CA 93950-4221

Telephone: 831-646-1502
Facsimile: 831-646-0377
dave@laredolaw.net

Attorneys for
MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT

Exempt from Filing Fee per Govt. Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER,

Plaintiff,

vs.

CITY OF SEASIDE, et al.,

Defendants.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT,

Intervenor,

MONTEREY COUNTY WATER RESOURCES AGENCY,

Intervenor,

AND RELATED CROSS-ACTIONS.

Case No. M66343

NOTICE OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT'S NON-OPPOSITION TO SEASIDE BASIN WATERMASTER'S MOTION TO AMEND AND RESTATE THE DECISION

[Assigned for all Purposes to the Honorable Roger D. Randall (Ret.)]

Date: December 12, 2008
Time: 1:30 p.m.
Dept.: 16

TO ALL PARTIES AND TO THEIR RESPECTIVE COUNSEL OF RECORD:

The Monterey Peninsula Water Management District ("MPWMD") has reviewed the Motion filed by the City of Seaside on behalf of the Seaside Basin Watermaster on or about November 15, 2008. The Motion to Amend and Restate the Decision in the above-captioned matter seeks to remove the three-year limitation upon the conversion of Alternative Production Allowance ("APA") to Standard Production Allowance ("SPA"), and instead allow conversion of APA to SPA in perpetuity, provided that once converted, the new SPA could not be returned to APA. The MPWMD does not oppose the granting of this Motion, and hereby files this Notice of Non-Opposition.

Dated: November 18, 2008

De LAY & LAREDO

By: DAVID C. LAREDO
Attorney for Intervener and Cross-Defendant
MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

U:\General (NEW)\MPWMD - Main\Watermaster\Notice of Non-Opposition.doc

PROOF OF SERVICE

I, Wanda Gooch, declare as follows:

I am employed in the City of Pacific Grove and County of Monterey, California. I am over the age of eighteen years, and not a party to the within cause; my business address is DE LAY & LAREDO, 606 Forest Avenue, Pacific Grove, California 93950.

On November 18, 2008, I served a true and correct copy of

NOTICE OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT'S NON-OPPOSITION TO SEASIDE BASIN WATERMASTER'S MOTION TO AMEND AND RESTATE THE DECISION

☒ (BY MAIL) on all parties in said action listed below, in accordance with Code of Civil Procedure §1013a(3), by placing a true copy thereof in a sealed envelope in a designated area for outgoing mail, addressed as set forth below with postage thereon fully prepaid for first class mail, for collection and mailing at De Lay & Laredo, Pacific Grove, California following ordinary business practice. I am readily familiar with the practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for collection.

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California.

Executed on November 18, 2008, at Pacific Grove, California.

Wanda Gooch

Wanda Gooch

SERVICE LIST

Honorable Roger D. Randall	Judge's Copy
Carrie L. Gleeson Tim Miller California American Water Western Region 303 H. Street, Suite 250 Chula Vista, CA 91910 Facsimile No: (619) 409-7701 carrie.gleeson@amwater.com tim.miller@amwater.com	Attorneys for Plaintiff California American Water
David C. Laredo De Lay & Laredo 606 Forest Avenue Pacific Grove, CA 93950 Facsimile: (831) 646-0377 dave@laredolaw.net	Attorney for Intervenor Monterey Peninsula Water Management District
Virginia A. Hines Jacqueline M. Zischke Anthony L. Lombardo Lombardo & Gilles 318 Cayuga Street P.O. Box 2119 Salinas, CA 93902-2119 Facsimile: (831) 754-2011 virginia@lomgil.com jacqui@lomgil.com tony@lomgil.com	Attorneys for Defendant Laguna Seca Resort, Inc.
Robert Allan Goodin Vidhya Prabhakaran James Squeri Goodin, MacBride, Squeri, Ritchie & Day, LLP 505 Sansome, Suite 900 San Francisco, CA 94111 Facsimile: (415) 398-4321 rgoodin@goodinmacbride.com vprabhakaran@goodinmacbride.com jsqueri@goodinmacbride.com	Attorneys for Defendant Pasadera Country Club, LLC

James Heisinger Heisinger Buck Morris et al. P.O. Box 5427 Carmel, CA 93921-5427 Facsimile: (831) 625-0145 jim@carmellaw.com	Attorney for Defendant City of Sand City
David C. Sweigert Fenton & Keller 2801 Monterey-Salinas Highway P.O. Box 791 Monterey, CA 93942-0791 Facsimile: (831) 373-0719 dsweigert@fentonkeller.com	Attorney for Defendant D.B.O. Development Company
Rob Wellington Wellington Law Offices 857 Cass Street, Suite D Monterey, CA 93940 Facsimile: (831) 373-7106 attys@wellingtonlaw.com	Attorney for Defendant City of Del Rey Oaks
Russell M. McGlothlin. Brownstein Hyatt Farber Schreck, LLP 21 East Carrillo Street Santa Barbara, CA 93101 Facsimile: (805) 965-4333 rmcglothlin@hatchparent.com	Attorney for Defendant City of Seaside
Donald G. Freeman, City Attorney Law Offices of Perry and Freeman P.O. Box 805 Carmel, CA 93921 Facsimile: (831) 624-5839 klglegal@hotmail.com	Attorney for Defendant City of Seaside
Deborah Mall Office of the City Attorney City Hall Monterey, CA 93940 Facsimile: (831) 373-1634 mall@ci.monterey.ca.us	Attorney for Defendant City of Monterey

John M. Garrick Larson Garrick & Lightfoot LLP US Bank Tower 633 West Fifth Street, Suite 1750 Los Angeles, CA 90017 Facsimile: (213) 404-4123 jgarrick@lgl-law.com	Attorney for Defendant Alderwoods Group (California), Inc.
Brian Finegan Law Offices of Brian Finegan P.O. Box 2058 Salinas, CA 93902 Facsimile: (831) 757-9329 brian@bfinegan.com	Attorney for Defendant Granite Rock Company
Elizabeth Gianola Horan, Lloyd, Karachale, et al. 499 Van Buren Street Monterey, CA 93940 Facsimile: (831) 373-8302 gianola@horanlegal.com	Attorney for Defendant The York School
Dewey Evans Watermaster Executive Director 2600 Garden Road, Suite 228 Monterey, CA 93940	Watermaster Board
Janet K. Goldsmith Eric N. Robinson Kronick, Moskovitz, Tiedemann & Girard 400 Capitol Mall, 27th Floor Sacramento, CA 95814 Facsimile: (916) 325-4555 erobinson@kmtg.com	Attorneys for Defendant Bishop McIntosh & McIntosh
Dennis LeClere Office of County Counsel County of Monterey 168 West Alisal St., 3rd Floor Salinas, CA 93901-2680 Facsimile: (831) 755-5283 leclered@co.monterey.ca.us	Attorney for County of Monterey

Steve P. Saxton Kevin M. O'Brien Downey, Brand, Seymour & Rohwer 555 Capitol Mall, 10th Floor Sacramento, CA 95814 Facsimile: (916) 444-2100 kobrien@downeybrand.com ssaxton@downeybrand.com	Attorneys for Intervenor Monterey County Water Resources Agency
Thomas D. Roth Law Offices of Thomas D. Roth One Market, Spear Tower Suite 3600 San Francisco, CA 94105 Facsimile: (415) 435-2086	Attorney of Defendant Security National Guaranty, Inc.

ERIC N. ROBINSON, State Bar No. 191781
STANLEY C. POWELL, State Bar No. 254057
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4416
Telephone: (916) 321-4500
Facsimile: (916) 321-4555

Attorneys for Defendants and Cross-Complainants
BISHOP, McINTOSH & McINTOSH and LAGUNA SECA RESORT, INC.

VIDHYA PRABHAKARAN, State Bar No. 245795
GOODIN, MACBRIDE, SQUERI, DAY & LAMPREY, LLP
505 Sansome Street, Suite 900
San Francisco, CA 94111
Telephone: (415) 392-7900
Facsimile: (415) 398-4321

Attorneys for PASADERA COUNTRY CLUB, LLC

ELIZABETH C. GIANOLA, State Bar No. 142522
HORAN, LLOYD, KARACHALE, DYER, SCHWARTZ, LAW & COOK
499 Van Buren Street
P.O. Box 3350
Monterey, CA 93942-3350
Telephone: (831) 373-4131
Facsimile: (831) 373-8302

Attorneys for THE YORK SCHOOL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER,

Plaintiff,

v.

CITY OF SEASIDE; CITY OF MONTEREY; CITY OF SAND CITY; CITY OF DEL REY OAKS; SECURITY NATIONAL GUARANTY, INC.; GRANITE ROCK COMPANY, INC.; D.B.O. DEVELOPMENT COMPANY NO. 27, INC.; MURIEL E. CALABRESE 1987 TRUST; ALDERWOODS GROUP (CALIFORNIA), INC.; PASADERA

CASE NO. M66343

NOTICE OF JOINDER IN MOTION BY SEASIDE BASIN WATERMASTER TO AMEND AND RESTATE THE DECISION

Action Filed: August 14, 2003

(Assigned to Hon. Roger D. Randall, Ret.)

DATE: December 12, 2008
TIME: 1:30 p.m.
DEPT.: 16, 1st Floor

COUNTRY CLUB, LLC; LAGUNA SECA RESORT, INC.; BISHOP McINTOSH & McINTOSH, a general partnership; THE YORK SCHOOL, INC.; and DOES 1 through 1,000, Inclusive, Defendant.
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, Intervenor.
AND RELATED CROSS-ACTIONS.

This Notice of Joinder is submitted on behalf of York School, Pasadera Country Club, Laguna Seca Resort, Inc. and Bishop, McIntosh & McIntosh ("Laguna Seca Alternative Producers"). The Laguna Seca Alternative Producers hereby join in the Motion by Seaside Basin Watermaster to Amend and Restate the Decision.

Dated: November 20, 2008

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

By _____
Stanley C. Powell
Attorneys for Defendant and Cross-Complainant
BISHOP, McINTOSH & McINTOSH

PROOF OF SERVICE

I, Do Gentry, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 400 Capitol Mall, 27th Floor, Sacramento, CA 95814-4416. On November 20, 2008, I served the within documents:

NOTICE OF JOINDER IN MOTION BY SEASIDE BASIN WATERMASTER TO AMEND AND RESTATE THE DECISION

☐ by transmitting via facsimile from (916) 321-4555 the above listed document(s) without error to the fax number(s) set forth below on this date before 5:00 p.m. A copy of the transmittal/confirmation sheet is attached.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as set forth below.

☐ by causing personal delivery by messenger of the document(s) listed above to the person(s) at the address(es) set forth below.

☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Please see attached Service List

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 20, 2008, at Sacramento, California.

Do Gentry

Do Gentry

Service List

PLAINTIFF CALIFORNIA AMERICAN WATER:

Carrie L. Gleeson
California American Water
303 H Street, Suite 250
Chula Vista, CA 91910
Facsimile: (619) 409-7701

INTERVENOR MONTEREY PENINSULA WATER MANAGEMENT DISTRICT:

Joseph Terry Schwartz
Craig A. Parton
Price, Postel & Parma
200 E. Carrillo Street, Suite 400
P.O. Box 99
Santa Barbara, CA 93101
Facsimile: (805) 965-3978

DEFENDANT CITY OF SEASIDE:

Scott S. Slater
Russell McGlothlin
Brownstein, Hyatt, Farber & Schreck
21 E. Carrillo Street
Santa Barbara, CA 93101-2782
Facsimile: (805) 965-4333

INTERVENOR MONTEREY PENINSULA WATER MANAGEMENT DISTRICT:

David Laredo
DeLay & Laredo
606 Forest Avenue
Pacific Grove, CA 93950
Facsimile: (831) 646-0377

DEFENDANT CITY OF SEASIDE:

Donald Gary Freeman
Perry & Freeman
P.O. Box 805
Carmel, CA 93921-0805
Facsimile: (831) 624-5839

DEFENDANT CITY OF MONTEREY:

William B. Conners
Deborah Mall
Monterey City Attorney's Office
City Hall – Madison & Pacific Streets
Monterey, CA 93940
Facsimile: (831) 373-1634

DEFENDANT CITY OF DEL REY OAKS:

Robert R. Wellington
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940
Facsimile: (831) 373-7106

DEFENDANT CITY OF SAND CITY:

James G. Heisinger, Jr.
Heisinger, Buck, Morris & Rose
P.O. Box 5427
Carmel, CA 93921
Facsimile: (831) 625-0145

DEBTOR SECURITY NATIONAL GUARANTY, INC.:

Thomas D. Roth
Law Offices of Thomas D. Roth
One Market, Spear Tower, Suite 3600
San Francisco, CA 94105
Facsimile: (415) 293-8001

DEFENDANT GRANITE ROCK COMPANY:

Brian Finegan
Law Offices of Brian Finegan
60 W. Alisal Street
P.O. Box 2058
Salinas, CA 93902
Facsimile: (831) 757-9329

DEFENDANT D.B.O. DEVELOPMENT COMPANY:

David C. Sweigert
Fenton & Keller
2801 Monterey Salinas Highway
P.O. Box 791
Monterey, CA 93940-0791
Facsimile: (831) 373-7219

DEFENDANT PASADERA COUNTY CLUB, LLC:

Lee E. Newell
New Cities Development
100 Pasadera Drive
Monterey, CA 93940
Facsimile: (831) 655-2448

DEFENDANT PASADERA COUNTRY CLUB:

Vidhya Prabhakaran
Goodin, MacBride, Squeri, Day & Lamprey
505 Sansome Street, Suite 900
San Francisco, CA 94111
Facsimile: (415) 398-4321

DEFENDANT THE YORK SCHOOL, INC.:

Elizabeth Gianola
Horan, Lloyd, Karachale, Dyer,
Schwartz, Law & Cook
499 Van Buren Street
Monterey, CA 93940
Facsimile: (831)373-8302

DEFENDANT ALDERWOODS GROUP:

John M. Garrick
Larson, Garrick & Lightfoot, LLP
633 West Fifth Street, Suite 1750
Los Angeles, CA 90071
Facsimile: (213) 404-4123

INTERVENOR MONTEREY COUNTY WATER RESOURCES AGENCY:

Kevin O'Brien
Downey Brand, LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Facsimile: (916) 444-2100

DEFENDANT COUNTY OF MONTEREY:

Irven L. Grant, Deputy County Counsel
Office of the County Counsel
County of Monterey
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2680
Facsimile: (831) 755-5283

WATERMASTER EXECUTIVE OFFICER:

Dewey Evans
Watermaster Executive Officer
2600 Garden Road, Suite 228
Monterey, CA 93940

CHARLES J. McKEE (#152458)
County Counsel
IRVEN L. GRANT (# 068950)
Deputy County Counsel
Office of the County Counsel
County of Monterey
168 W. Alisal Street, 3rd Floor
Salinas, California 93901-2680
Telephone: (831) 755-5045
Facsimile: (831) 755-5283

Attorneys for Defendant COUNTY OF MONTEREY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER,

Plaintiff,

v.

CITY OF SEASIDE, et al.

Defendants,

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT,

Intervenor,

MONTEREY COUNTY WATER RESOURCES AGENCY,

Intervenor.

AND RELATED CROSS ACTIONS.

/

Case No. M 66343

NOTICE OF COUNTY OF MONTEREY'S NON-OPPOSITION TO SEASIDE BASIN WATERMASTER'S MOTION TO AMEND AND RESTATE THE DECISION

Date: December 12, 2008
Time: 1:30 p.m.
Dept.: 16

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

COUNTY OF MONTEREY ("COUNTY") has reviewed the Motion filed by the City of Seaside on behalf of the Seaside Basin Watermaster on or about November 15, 2008. The Motion to Amend and Restate

the Decision in the above-captioned matter seeks to remove the three-year limitation upon the conversion of Alternative Production Allowance ("APA") to Standard Production Allowance ("SPA"), and instead allow conversion of APA to SPA in perpetuity, provided that once converted, the new SPA could not be returned to APA. The COUNTY does not oppose the granting of this Motion, and hereby files this Notice of Non-Opposition.

DATED: November 24, 2008

CHARLES J. McKEE
County Counsel

IRVEN L. GRANT
Deputy County Counsel

Attorneys for Defendant
COUNTY OF MONTEREY

F:\WPWIN60\TXT\LIT\970 - Water Rights Lit\SEASIDE\Pleadings\Stmt of Non-Opp112408.wpd

PROOF OF SERVICE

I am employed in the County of Monterey, State of California. I am over the age of 18 years and not a party to the within action. My business address is168 W. Alisal Street, 3rd Floor, Salinas, California.

On **November 24, 2008**, I served a true copy of the following document(s):

NOTICE OF COUNTY OF MONTEREY'S NON-OPPOSITION TO SEASIDE BASIN WATERMASTER'S MOTION TO AMEND AND RESTATE THE DECISION

on the interested parties to said action by the following means:

[✔] **(BY MAIL)** By placing a true copy thereof, enclosed in a sealed envelope, for collection and mailing on that date following ordinary business practices, in the United States Mail at the Office of the County Counsel, 168 W. Alisal Street, 3rd Floor, Salinas, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the United States Postal Service, and in the ordinary course of business, correspondence would bedeposited with the United States Postal Service the same day it was placed for collection and processing.

[ ] **(BY E-MAIL)** By submitting these documents via e-mail, at the Office of the County Counsel, 168 W. Alisal Street, 3rd Floor, Salinas, California, addressed as shown on the attached Service List.

[ ] **(BY HAND DELIVERY)** By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the address(es) shown below.

[ ] **(BY OVERNIGHT DELIVERY)** By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to the Office of the County Counsel, to be delivered by Express Mail, to the address(es) shown below.

[ ] **(BY FACSIMILE TRANSMISSION)** By transmitting a true copy thereof by facsimile transmission from facsimile number (831) 755-5283 or (831) 771-0595 to the interested parties to said action at the facsimile number(s) shown below.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 24, 2008**, at Salinas, California.

_____

Caroline McMillin

NAMES AND ADDRESSES OF PARTIES SERVED:

Carrie L. Gleeson
Tim Miller
303 H Street, Suite 250
Chula Vista, CA 91910
CAL-AM Water

Donald Freeman, Esq.
PERRY & FREEMAN
P.O. BOX 805
Carmel, California 93921-0805
Attorneys for City of Seaside

Russell M. McGlothlin, Esq.
Brownstein Hyatt Farber Schreck
21 East Carillo Street
Santa Barbara, California 93101-2782
Attorneys for City of Seaside

Deborah Mall, Esq.
OFFICE OF THE CITY ATTORNEY
City of Monterey – City Hall
Madison & Pacific Streets
Monterey, California 93940
Attorneys for City of Monterey

James Heisinger, Esq.
HEISINGER, BUCK & MORRIS
P.O. Box 5427
Carmel, California 93921-5427
Attorneys for City of Sand City

Rob Wellington, Esq.
WELLINGTON LAW OFFICES
857 Cass Street, Suite D
Monterey, California 93940
Attorneys for City of Del Rey Oaks

Thomas D. Roth, Esq.
One Market, Spear Tower, Suite 3600
San Francisco, California 94105
Attorneys for Security Nat. Guaranty, Inc.

Brian Finegan, Esq.
Attorney At Law
P.O. Box 2058
Salinas, California 93902
Attorneys for Granite Rock Company, Inc.

David Sweigert, Esq.
FENTON & KELLER
2801 Monterey-Salinas Highway
P.O. Box 791
Monterey, California 93942-0791
Attorneys for D.B.O. Development Company

Vidhya Prabhakaran, Esq.
GOODIN, MacBRIDE, SQUERI, et al.
505 Sansome Street, Suite 900
San Francisco, California 94111
Attorneys for Pasadera Country Club, LLC

Eric Robinson, Esq.
KRONICK, MOSKOVITZ, TIDEMANN
& GIRARD
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Attorneys for Laguna Seca Resort, Inc.

Dewey Evans
Watermaster Executive Director
2600 Garden Road, Ste. 228
Monterey, CA 93940

Anne Hayes Hartman, Esq.
Goodin, MacBride, Squeri, Ritchie,
& Day
505 Sansome Street, Ste. 900
San Francisco, CA 94111
Pasadera County Club

NAMES AND ADDRESSES OF PARTIES SERVED:

Janet K. Goldsmith, Esq.
Eric N. Robinson, Esq.
KRONIC, MOSKOVITZ,TIEDEMANN & GIRRARD
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attorneys for Bishop, McIntosh & McIntosh

Elizabeth C. Gianola
HORAN, LLOYD LAW OFFICES
499 Van Buren Street
P.O. Box 3350
Monterey, California 93942-3350
Attorneys for The York School

J. Terry Schwartz, Esq.
Craig A. Parton, Esq.
PRICE, POSTEL & PARMA
200 E. Carillo Street, Suite 400
P.O. Box 99
Santa Barbara, California 93101
Attorneys for Monterey Peninsula Water Management District

David Laredo, Esq.
DeLAY & LAREDO
606 Forest Avenue
Pacific Grove, California 93950
Attorneys for MPWMD

John Garrick, Esq.
LARSON, GARRICK & LIGHTFOOT
US Bank Tower
633 W. Fifth Street, Ste. 1750
Los Angeles, CA 90017
Attorneys for Mission Memorial Park

Kevin O'Brien, Esq.
DOWNEY, BRAND, SEYMOUR & ROHWER
555 Capitol Mall, 10th Floor
Sacramento, California 95814-4686
Attorney for MCWRA

F:\WPWIN60\TXT\LIT\970 - Water Rights Lit\SEASIDE\POS.wpd

RUSSELL M. MGLOTHLIN (State Bar No. 208826)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101
Telephone: (805) 963-7000
Facsimile: (805) 965-4333

Attorneys for Defendant, CITY OF SEASIDE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER,

Plaintiff,

vs.

CITY OF SEASIDE, et al.,

Defendants.

Case No. M66343

Assigned for All Purposes to the Honorable Roger D. Randall (Ret.)

PROOF OF SERVICE FOR NOTICE OF MOTION AND MOTION BY SEASIDE BASIN WATERMASTER TO AMEND AND RESTATE THE DECISION; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE; DECLARATION OF RUSSELL MCGLOTHLIN; PROPOSED ORDER GRANTING WATERMASTER'S REQUEST FOR JUDICIAL NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S MOTION TO AMEND

Date: December 12, 2008
Time: 1:30 p.m.
Dept: 16, 1st Floor

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT,

Intervenor,

MONTEREY COUNTY WATER RESOURCES AGENCY,

Intervenor,

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

AND RELATED CROSS-ACTION.

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF)
SANTA BARBARA

I am employed by Brownstein Hyatt Farber Schreck n in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 East Carrillo Street, Santa Barbara, California 93101. On November 13, 2008, I served the within documents:

NOTICE OF MOTION AND MOTION TO AMEND DECISION; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF RUSSELL M. MCGLOTHLIN IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S REQUEST FOR JUDICIAL NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S MOTION TO AMEND

☒ By placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, addressed as set forth below.

☐ By e-mailing the document listed above to all parties listed on the Proof of Service attached on the Service List below.

☐ By sending a true copy of the above document to the parties as set forth on the service list at the fax numbers indicated. The facsimile machine used complied with CRC Rule 2003(3), and the transmission was reported as complete and without error. Pursuant to CRC Rule 2005(i), a transmission confirmation report was properly issued by the transmitting facsimile machine, stating the time and date of such transmission.

SEE ATTACHED SERVICE LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than on day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 13, 2008, at Santa Barbara, California.

Rachel Robledo

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

SERVICE LIST

Judge Roger D. Randall — **JUDGE'S COPY**

Carrie L. Gleeson — **CALIFORNIA AMERICAN WATER**
Tim Miller
303 H. Street, Suite 250
Chula Vista, California 91910

Telephone No: (619) 409-7726
Facsimile No: (619) 409-7701
carrie.gleeson@amwater.com
tim.miller@amwater.com

Donald G. Freeman, Esq. — **CITY OF SEASIDE**
Law Office of Perry & Freeman
P.O. Box 805
Carmel, CA 93921-0805

Telephone No: (831) 624-5339
Facsimile No. (831) 624-5839
klglegal@hotmail.com

Deborah Mall, Esq. — **CITY OF MONTEREY**
Monterey City Attorney
City Hall
399 Madison Streets
Monterey, CA 93940

Telephone No: (831) 646-3915
Facsimile No. (831) 373-1634
mall@ci.Monterey.ca.us

James G. Heisinger, Jr., Esq. — **CITY OF SAND CITY**
Heisinger, Buck & Morris
P.O. Box 5427
Carmel, CA 93921-5427

Telephone No: (831) 624-3891
Facsimile No. (831) 625-0145
jim@carmellaw.com

Robert Wellington, Esq. — **CITY OF DEL REY OAKS**
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940

Telephone No: (831) 373-8733
Facsimile No. (831) 373-7106
attys@wellingtonlaw.com

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Brian Finegan, Esq. Law Office of Brian Finegan P.O. Box 2058 Salinas, CA 93902 Telephone No: (831) 757-3641 Facsimile No. (831) 757-9329 brian@bfinegan.com	**GRANITE ROCK COMPANY**
David C. Sweigert, Esq. Fenton & Keller 2801 Monterey Salinas Highway P.O. Box 791 Monterey, California 93940-0791 Telephone No. (831) 373-1241 Ext: 202 Facsimile No. (831) 373-7219 dsweigert@fentonkeller.com rscholl@fentonkeller.com	**D.B.O. DEVELOPMENT COMPANY NO. 27**
John M. Garrick, Esq. Larson Garrick & Lightfoot LLP US Bank Tower 633 West Fifth Street, Suite 1750 Los Angeles, CA 90017 Telephone No: (213) 404-4100 Facsimile No: (213) 404-4123 jgarrick@lgl-law.com	**ALDERWOOD GROUP, INC. dba MISSION MEMORIAL PARK**
Robert A. Goodin, Esq. James D. Squeri, Esq. Anne Hayes Hartman, Esq. Goodin, MacBride, Squeri, Ritchie & Day 505 Sansome Street, Suite 900 San Francisco, CA 94111 Telephone No: (415) 398-4321 Fax No. (415) 398-4321 jsqueri@goodinmacbride.com ahartman@goodinmacbride.com rgoodin@goodinmacbride.com	**PASADERA COUNTRY CLUB, LLC**
David Laredo, Esq. DeLay & Laredo 606 Forest Avenue Pacific Grove, CA 93950 Telephone No: (831) 646-1502 Facsimile No. (831) 646-0377 dave@laredolaw.net	**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

J. Terry Schwartz, Esq. Craig A. Parton, Esq. Price, Postel & Parma LLP 200 East Carrillo Street, 4th Floor Santa Barbara, CA 93010 Telephone No: (805) 962-0011 Facsimile No. (805) 965-3978 jts@ppplaw.com cap@ppplaw.com	**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**
Kevin M. O'Brien, Esq. Steven P. Saxton, Esq. Downey Brand LLP 555 Capitol Mall, 10th Floor Sacramento, CA 95814-4684 Telephone No: (916) 444-1000 Facsimile No. (916) 444-2100 kobrien@downeybrand.com ssaxton@downeybrand.com	**MONTEREY COUNTY WATER RESOURCES AGENCY**
Janet K. Goldsmith, Esq. Eric N. Robinson, Esq. Kronick, Moskovitz, Tiedemann & Girrard 400 Capitol Mall, 27th Floor Sacramento, CA 95814-4416 Telephone No: (916) 321-4500 Ext: 5754 Facsimile No: (916) 321-4555 erobinson@kmtg.com	**BISHOP, McINTOSH & McINTOSH**
Elizabeth Gianola Horan, Lloyd, Karachale, Dyer, Schwartz, Law & Cook 499 Van Buren Street P.O. Box 3350 Monterey, CA 93942-3350 Telephone No: (831) 373-4131 Facsimile No. (831) 373-8302 gianola@horanlegal.com	**YORK SCHOOL, INC.**
Thomas D. Roth, Esq. Law Office of Thomas D. Roth One Market Street, Spear Tower, Suite #3600 San Francisco, CA 94105 Telephone No: (415) 293-7684 Facsimile No: (415) 435-2086 Rothlaw1@comcast.net	**SECURITY NATIONAL GUARANTY, INC.**

RUSSELL M. MGLOTHLIN (State Bar No. 208826)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, California 93101
Telephone: (805) 963-7000
Facsimile: (805) 965-4333

Attorneys for Defendant, CITY OF SEASIDE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CALIFORNIA AMERICAN WATER, Plaintiff, vs. CITY OF SEASIDE, et al., Defendants.	Case No. M66343 Assigned for All Purposes to the Honorable Roger D. Randall (Ret.) **PROPOSED ORDER GRANTING WATERMASTER'S REQUEST FOR JUDICIAL NOTICE** Date: December 12, 2008 Time: 1:30 p.m. Dept:: 16, 1st Floor
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, Intervenor,	
MONTEREY COUNTY WATER RESOURCES AGENCY, Intervenor,	
AND RELATED CROSS-ACTION.	

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Defendant City of Seaside's Request for Judicial Notice came before this Court on December 12, 2008, at 1:30 p.m., before the Honorable Roger D. Randall (Ret.), in Department 16, 1st Floor of this Court, located at 1200 Aguajito Road, Monterey, California

After consideration of the pleadings and arguments of counsel, and all other matters presented to the Court, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendant City of Seaside's Request for Judicial Notice of the following four documents is granted pursuant to Evidence Code § 453 and 452(c):

1. The cover page, table of contents, and cited pages of the judgment entered in the case: *California Water Service Co. v. City of Compton, et al.* (Superior Ct. Los Angeles County, 1980, No. 506,806);

2. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Central and West Basin Water Replenishment District, etc. v. Charles E. Adams, et al.* (Superior Ct. Los Angeles County, 1991, No. 786,656);

3. The cover page, table of contents, and the cited pages of the judgment entered in the case: *City of Barstow, et al. v. City of Adelanto, et al.* (Superior Ct. Riverside County, 1996, No. 208568);

4. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Southern California Water Co. v. City of La Verne, et al.* (Superior Ct. Los Angeles County, 1998, No. KC029152).

DATED: December _____, 2008

_____
JUDGE OF SUPERIOR COURT

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101