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

**ANTELOPE VALLEY
GROUNDWATER CASES:**

Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California
County of Los Angeles, Case No. BC 325 201

) Judicial Council Coordination Proceeding No. 4408

) Santa Clara Case No. 1-05-CV-049053
) Assigned to The Honorable Jack Komar

Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern,
Case No. S-1500-CV-254-348

**TEJON RANCHCORP'S REQUEST FOR
JUDICIAL NOTICE**

) Trial Date: October 10, 2006
) Time: 10:00 a.m.
) Department: 1

Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster
Diamond Farming Co. v. Palmdale Water Dist.
Superior Court of California, County of Riverside, consolidated actions, Case Nos. RIC 353 840, RIC 344 436, RIC 344 668

1 Tejon Ranchcorp respectfully requests that the Court take judicial notice of the
2 following matters pursuant to Section 452 of the Evidence Code:

3 1. The Judgment entered in *City of Los Angeles v. City of San Fernando, et*
4 *al.* (Superior Court, Los Angeles County, 1979, No. 650079) ("San Fernando Basin
5 Judgment"). A true and correct copy of relevant excerpts from the San Fernando Basin
6 Judgment is attached hereto as Exhibit "A."

7 2. The Judgment entered in *Upper San Gabriel Valley Municipal Water*
8 *District v. City of Alhambra, et al.* (Superior Ct. Los Angeles County, 1972 (amended 1989),
9 No. 924128) ("San Gabriel Basin Judgment"). A true and correct copy of relevant excerpts
10 from the San Gabriel Basin Judgment is attached hereto as Exhibit "B."

11 3. The Judgment entered in *Chino Basin Municipal Water District v. City of*
12 *Chino, et al.* (Superior Ct. San Bernardino County, 1978, No. RCV 51010, formerly No.
13 164327) ("Chino Basin Judgment"). A true and correct copy of relevant excerpts from the
14 Chino Basin Judgment is attached hereto as Exhibit "C."

15 4. The Judgment entered in *City of Barstow, et al., v. City of Adelanto, et al.*
16 (Superior Ct. Riverside County, 1996, No. 208568) ("Mojave Basin Judgment"). A true and
17 correct copy of relevant excerpts from the Mojave Basin Judgment is attached hereto as
18 Exhibit "D."

19 5. The Judgment entered in *City of Pasadena v. City of Alhambra* (Superior
20 Ct. Los Angeles County, 1984 (modified and restated), No. Pasadena C-1323) ("Raymond
21 Basin Judgment). A true and correct copy of relevant excerpts from the Raymond Basin
22 Judgment is attached hereto as Exhibit "E."

23 6. The Los Angeles Superior Court's Order To Show Cause re: unlawful
24 groundwater production by successors-in-interest within the Upper Los Angeles River Area. A
25 true and correct copy of said Order is attached hereto as Exhibit "F."

26 7. The Order of the Los Angeles Superior Court enjoining successors-in-
27 interest from producing groundwater within the Upper Los Angeles River Area. A true and
28 correct copy of said Order is attached hereto as Exhibit "G."

1 Evidence Code section 452(d) authorizes judicial notice of "[r]ecords of (1) any
2 court of this state or (2) any court of record of the United States or of any state of the United
3 States." The attached materials are court records of this state, as they constitute the
4 judgments and orders of court entered in the above-referenced actions.

5
6 Dated: October 6, 2006

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
FREDRIC A. FUDACZ
HENRY S. WEINSTOCK
ALFRED E. SMITH

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9 By: 

10 ALFRED E. SMITH
11 Attorneys for Tejon Ranchcorp
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,
Plaintiff,

vs.

CITY OF SAN FERNANDO, et al.,
Defendants.

NO. 650079

JUDGMENT

January 26, 1979

EXHIBIT A

ORIGINAL FILED

JAN 20 1979

JOHN L. CONCORAN CLERK, CLX

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

THE CITY OF LOS ANGELES,)
)
Plaintiff,)
)
vs.)
)
CITY OF SAN FERNANDO, et al.,)
)
Defendants.)
)

No. 650079

JUDGMENT

There follows by consecutive paging a Table of Contents (pages i. to vi.), Recitals (page 1), Definitions and List of Attachments (pages 1 to 6), Designation of Parties (page 6), Declaration re Geology and Hydrology (pages 6 to 12), Declaration of Rights (pages 12 to 21), Injunctions (pages 21 to 23), Continuing Jurisdiction (page 23), Watermaster (pages 23 to 29), Physical Solution (pages 29 to 34), and Miscellaneous Provisions (pages 34 to 35), and Attachments (pages 36 to 46). Each and all of said several parts constitute a single integrated Judgment herein.

1 water from San Fernando Basin, except in accordance with practices
2 specified in Attachment "F", or pursuant to the physical solution herein decreed.

3 4 7. CONTINUING JURISDICTION

5 7.1 Jurisdiction Reserved. Full jurisdiction, power and
6 authority are retained by and reserved to the Court for purposes of
7 enabling the Court upon application of any party or of the Water-
8 master by motion and upon at least 30 days' notice thereof, and
9 after hearing thereon, to make such further or supplemental orders
10 or directions as may be necessary or appropriate, for interpreta-
11 tion, enforcement or carrying out of this Judgment, and to modify,
12 amend or amplify any of the provisions of this Judgment or to add
13 to the provisions thereof consistent with the rights herein decreed;
14 provided, however, that no such modification, amendment or ampli-
15 fication shall result in a change in the provisions of Section
16 5.2.1.3 or 9.2.1 hereof.

17 18 8. WATERMASTER

19 8.1 Designation and Appointment.

20 8.1.1 Watermaster Qualification and Appointment. A
21 qualified hydrologist, acceptable to all active public agency
22 parties hereto, will be appointed by subsequent order of the
23 Court to assist the Court in its administration and enforce-
24 ment of the provisions of this Judgment and any subsequent
25 orders of the Court entered pursuant to the Court's continuing
26 jurisdiction. Such Watermaster shall serve at the pleasure of
27 the Court, but may be removed or replaced on motion of any
28 party after hearing and showing of good cause.

1 notice on a form to be provided by Watermaster. Thereafter such
2 party shall be removed from the Active Party list. For purposes of
3 service on any party or active party by the Watermaster, by any
4 other party, or by the Court, of any item required to be served
5 upon or delivered to such party or active party under or pursuant
6 to the Judgment, such service shall be made personally or by de-
7 posit in the United States mail, first class, postage prepaid,
8 addressed to the designee and at the address in the latest desig-
9 nation filed by such party or active party.

10 10.2 Notice of Change in Hydrologic Condition -- Sylmar Basin.

11 If Sylmar Basin shall hereafter be in a condition of overdraft due
12 to increased or concurrent appropriations by Los Angeles and San
13 Fernando, Watermaster shall so notify the Court and parties concern-
14 ed, and notice of such overdraft and the adverse effect thereof on
15 private overlying rights shall be given by said cities as prescribed
16 by subsequent order of the Court, after notice and hearing.

17 10.3 Judgment Binding on Successors. This Judgment and all
18 provisions thereof are applicable to and binding upon not only the
19 parties to this action, but also upon their respective heirs,
20 executors, administrators, successors, assigns, lessees and licen-
21 sees and upon the agents, employees and attorneys in fact of all
22 such persons.

23 10.4 Costs. Ordinary court costs shall be borne by each
24 party, and reference costs shall be borne as heretofore allocated
25 and paid.

26 DATED: Jan 26, 1979.

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Judge of the Superior Court

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

**Upper San Gabriel Valley
Municipal Water District,
Plaintiff,**

vs.

**City of Alhambra, et al,
Defendants**

Case No.: 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

**Honorable Florence T. Pickard
Assigned Judge Presiding**

**Original Judgment
Signed and Filed: December 29, 1972
Entered: January 4, 1973
Book 6791, Page 197**

**JUDGMENT AS AMENDED AUGUST 24, 1989
(Including Amendments through February 24, 1992)**

EXHIBIT B

1 an abandonment of such party's right, in whole or in part.
2 Abandonment and extinction of any right herein Adjudicated shall
3 be accomplished only by:

4 (1) a written election by the party, filed in this
5 case, or

6 (2) upon noticed motion of Watermaster, and after
7 hearing.

8 In either case, such abandonment shall be confirmed by
9 express subsequent order of this Court.

10 57. Intervention After Judgment. (Prior Judgment Section
11 49) Any person who is not a party or successor to a party and
12 who proposes to Produce water from the Basin or Relevant
13 Watershed, may seek to become a party to this Judgment through a
14 Stipulation For Intervention entered into with Watermaster.

15 Watermaster may execute said Stipulation on behalf of the other
16 parties herein but such Stipulation shall not preclude a party
17 from opposing such Intervention at the time of the Court hearing
18 thereon. Said Stipulation For Intervention must thereupon be
19 filed with the Court, which will consider an order confirming
20 said Intervention following thirty (30) days' notice to the
21 parties. Thereafter, if approved by the Court, such Intervenor
22 shall be a party bound by this Judgment and entitled to the
23 rights and privileges accorded under the Physical Solution
24 herein.

25 58. Judgment Binding on Successors, etc. (Prior Judgment
26 Section 50) Subject to specific provisions hereinbefore
27 contained, this Judgment and all provisions thereof are
28 applicable to and binding upon and inure to the benefit of not

1 only the parties to this action, but as well to their respective
2 heirs, executors, administrators, successors, assigns, lessees,
3 licensees and to the agents, employees and attorneys in fact of
4 any such persons.

5 59. Water Rights Permits. (Prior Judgment Section 51)
6 Nothing herein shall be construed as affecting the relative
7 rights and priorities between MWD and San Gabriel Valley
8 Protective Association under State Water Rights Permits Nos.
9 7174 and 7175, respectively.

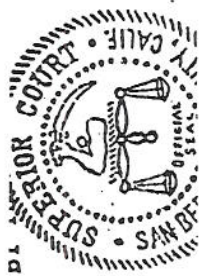
10 60. Costs. (Prior Judgment Section 52) No party shall
11 recover any costs in this proceeding from any other party.

12 61. Entry of Judgment. (New) The Clerk shall enter this
13 Judgment.

14 DATED: August 24, 1989.

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16 s/ Florence T. Pickard
17 Florence T. Pickard, Judge
18 Specially Assigned
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I HEREBY CERTIFY THAT THIS MICROFILM COPY OF THE ORIGINAL DOCUMENT RECEIVED, FILED, KEPT OR RECORDED BY THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



Rec'd Section 27, 1978
to

ROUTING SLIP
Date _____ Time _____
To: _____
From: _____
Index _____
Asst. Sec. _____
Supervisor _____
Secretary _____
Other _____
LAW OFFICES
APPROPRIATE DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

V. DENNIS WARDLE, COUNTY CLERK
Wardle

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DONALD D. STARK
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CLAYSON, ROTHROCK & MANN
601 South Main Street
Corona, California 91720
Telephone: (714) 737-1910

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.

Defendants.

FILED

JAN 30 AM 11 41

CLERK OF COURT

House Certificate

JUDGMENT

EXHIBIT C

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

1 class, postage prepaid, addressed to the designee and at the
2 address in the latest designation filed by such party or active
3 party.

4 60. Intervention After Judgment. Any non-party assignee of
5 the adjudicated appropriative rights of any appropriator, or any
6 other person newly proposing to produce water from Chino Basin, may
7 become a party to this judgment upon filing a petition in inter-
8 vention. Said intervention must be confirmed by order of this
9 Court. Such intervenor shall thereafter be a party bound by this
10 judgment and entitled to the rights and privileges accorded under
11 the Physical Solution herein, through the pool to which the Court
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture
14 or otherwise, of any right herein adjudicated shall be accomplished
15 only (1) by a written election by the owner of the right filed with
16 Watermaster, or (2) by order of the Court upon noticed motion and
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be
19 deemed to preclude or limit any party in the assertion against a
20 neighboring party of any cause of action now existing or hereafter
21 arising based upon injury, damage or depletion of water supply
22 available to such party, proximately caused by nearby pumping which
23 constitutes an unreasonable interference with such complaining
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all
26 provisions thereof are applicable to and binding upon not only the
27 parties to this action, but also upon their respective heirs,
28 executors, administrators, successors, assigns, lessees and

LAW OFFICES
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1 licensees and upon the agents, employees and attorneys in fact of
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-
4 ceeding from any other party.

5 Dated: JAN 27 1978.

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

FILED
RIVERSIDE COUNTY

JAN 10 1996

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

Attorneys for

Cross-Complainant
MOJAVE WATER AGENCY

ARTHUR A. Burns, 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.

CASE NO. 208568

ASSIGNED TO JUDGE KAISER
DEPT.4 FOR ALL PURPOSES

JUDGMENT AFTER TRIAL

MOJAVE WATER AGENCY,
Cross-complainant,

v.

ANDERSON, RONALD H. et al,
Cross-defendants.

JUDGMENT AFTER TRIAL

EXHIBIT D

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 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.

28 ///

1 41. Recordation of Notice. MWA shall within sixty (60)
2 days following entry of this Judgment record in the Office of the
3 County Recorder of the County of San Bernardino a notice
4 substantially complying with the notice content requirements set
5 forth in Section 2529 of the California Water Code.

6 42. Judgment Binding on Successors, etc. Subject to
7 specific provisions hereinbefore contained, this Judgment and all
8 provisions thereof are applicable to and binding upon and inure to
9 the benefit of not only the Parties to this action, but as well to
10 their respective heirs, executors, administrators, successors,
11 assigns, lessees, licensees and to the agents, employees and
12 attorneys in fact of any such Persons.

13 43. Costs. No Party stipulating to this Judgment shall
14 recover any costs or attorneys fees in this proceeding from another
15 stipulating Party.

16 44. Entry of Judgment. The Clerk shall enter this
17 Judgment.

18 Dated: JAN 10 1996

19
20 E. MICHAEL KAISER

21 E. Michael Kaiser, Judge
22 Superior Court of the State
23 of California for the
24 County of Riverside
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1 Victor Kaleta
2 City Attorney, Pasadena
3 City Hall
Pasadena, California 91109

4 BEST, BEST & KRIEGER
5 Arthur L. Littleworth
6 P. O. Box 1028
Riverside, California 92502
7 Telephone: (714) 686-1450
Special Counsel for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
9

10
11 CITY OF PASADENA, a municipal)
12 corporation,)

NO. Pasadena C-1323

13 Plaintiff,)

JUDGMENT

14 vs.)

(As Modified and Restated
March 26, 1984)

15 CITY OF ALHAMBRA, a municipal)
16 corporation, et al.,)

17 Defendants.)

18 The above-entitled action was brought by plaintiff,
19 City of Pasadena, a municipal corporation, against City of
20 Alhambra, a municipal corporation, City of Monrovia, a municipal
21 corporation, City of Arcadia, a municipal corporation, City of
22 Sierra Madre, a municipal corporation, City of South Pasadena,
23 a municipal corporation, La Canada Irrigation District, San
24 Gabriel County Water District, Lincoln Avenue Water Company, a
25 corporation, The Las Flores Water Company, a corporation, Rubio
26 Canon Land and Water Association, a corporation, Valley Water
27 Company, a corporation, Flintridge Mutual Water Company, a
28 corporation, California-Michigan Land and Water Company, a cor-

EXHIBIT E

1 of any right, in whole or in part, decreed herein, and by the
2 abandonment or forfeiture of any right by any other person or
3 entity, and, in the event material change be found or any
4 such abandonment or forfeiture be established, to adjudge
5 that the decreed right of each party to pump or otherwise
6 take water from the ground in the Raymond Basin Area shall be
7 changed proportionately in the same manner as originally
8 fixed herein; provided, however, that notice of such review
9 shall be served on all parties at least thirty (30) days
10 prior thereto and that the review of its determination of the
11 safe yield of either or both of said units of the Raymond
12 Basin Area shall be had not more frequently than at five (5)
13 year intervals after the date hereof. Except as provided
14 herein, and except as rights decreed herein may be abandoned
15 or forfeited by nonuser, in whole or in part, each and every
16 right decreed herein hereby is fixed as of the date hereof.

18 XXII

19
20 The Court hereby reserves jurisdiction and authority
21 at any time, upon application of any party, the Watermaster,
22 or upon its own motion, to make such modifications of, or
23 such additions to, the provisions of this Judgment, or to
24 make such further order or orders, as may be necessary or
25 desirable for the adequate enforcement, protection or preserva-
26 tion of the rights of the respective parties as declared in
27 this Judgment or as provided in said Agreement and amendment
28 thereto. The Court further reserves jurisdiction to make any

1 other and/or additional orders of sufficient kind and nature
2 to protect the waters in said Raymond Basin Area or any
3 portion thereof from contamination of the groundwater supply
4 from cesspool effluent or surface waters.
5

6
7 XXIII

8 The defendant California-Michigan Land and Water
9 Company is entitled to become a party to the Raymond Basin
10 Area Water Exchange Agreement of 1934 and thereby become
11 entitled to receive water upon the same terms and conditions
12 provided in said Agreement with respect to the several parties
13 thereto.
14

15
16 XXIV

17 The defendant Bradbury Estate Company, a corporation,
18 and Eugene E. Bean be and they hereby are dismissed without
19 costs.
20

21
22 XXV

23 None of the parties is entitled to recover its
24 costs as against any other party.
25

26 DATED: March 26, 1984

27 /s/ Robert M. Olson
28 JUDGE OF THE SUPERIOR COURT

1 The parties named in the following paragraph are hereby ordered to appear before
2 Department 64 of this Court, located at 111 North Hill Street, Los Angeles, California, at 8:30 a.m. on
3 June 21 1998, to show cause, if any exists, why they should not be held to be subject to the
4 provisions of the Judgment entered in this case on January 26, 1979.

5 The parties to whom this order to show cause is directed are:

6 Charles J. Pankow, Jr., an individual

7 Charles J. Pankow, an individual

8 Doris M. Pankow, an individual

9 Charles J. Pankow, Jr., as trustee of the Pankow Family Trust, U/A August 21,

10 1976

11 Charles J. Pankow, Jr. as trustee, UTA dated December 31, 1992

12 Fritz Tegatz, an individual

13 Betsy Rue Tegatz, an individual

14 Middle Ranch, Ltd, a California limited partnership

15 Middle Ranch Operating Company, Inc., a California corporation

16 Middle Ranch Trust of 1992

17 Based upon the Affidavit of Melvin L. Blevins, which is to be served upon the above
18 named parties together with this Order to Show Cause, it appears that the above named parties are
19 successors in interest to a party originally named in this action with respect to rights which were
20 adjudicated in the Judgment, and that such parties are subject to the terms of the Judgment to the same
21 extent as such predecessor in interest.

22 Unless cause is shown in response to this order, this Court will issue an order that such
23 parties are bound by the terms of the Judgment entered in this case, that such parties and persons
24 acting in concert with such parties are subject to the injunctions contained in the Judgment, that such
25 parties and persons acting in concert with such parties shall be ordered immediately enjoined from
26 diverting or extracting water from within the boundaries of the Upper Los Angeles River Area, as

27 ////

28 ////

1 defined in the Judgment entered in this action on January 26, 1979, and that violation of the Judgment
2 and/or injunction by such parties may be punishable as contempt of court.

3
4 DATED: May 26, 1998

5 By: **RICARDO A. TORRES**

6 Ricardo A. Torres
7 Judge, Los Angeles County Superior Court
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JUN 30 1999
SUPERIOR COURT

Attorneys for Upper Los Angeles River Area Watermaster

THE CITY OF LOS ANGELES,
Plaintiff,
v.
CITY OF SAN FERNANDO, et al.,
Defendants.

~~(PROPOSED)~~ ORDER RE:
ENFORCEMENT OF INJUNCTION
AND STIPULATION RE PHYSICAL
SOLUTION FOR HATHAWAY
CHILDREN'S AND FAMILY
SERVICES

Date: June 30, 1999
Time: 8:30 A.M.
Dept: 52
Before the Hon. Susan Bryant-Deason

EXHIBIT C

1 Hathaway Children's and Family Services ("Hathaway") is a successor in
2 interest to the Estate of Cecil B. DeMille, a Disclaiming Party in this action. Accordingly,
3 Hathaway is subject to all of the terms of the Judgment to the same extent as such
4 predecessors in interest. The City of Los Angeles and Hathaway have reached an
5 agreement regarding a physical solution which allows Hathaway to continue some water
6 production within the Upper Los Angeles River Area ("ULARA"). A copy of that agreement
7 is attached hereto as Exhibit A.

8 NOW THEREFORE, the Court, in the exercise of its continuing jurisdiction in
9 this action, orders as follows:

10 Hathaway is a successor in interest to the Estate of Cecil B. DeMille, a
11 Disclaiming Party in this action and is subject to the terms of the Judgment entered in this
12 action to the same extent as such predecessors in interest.

13 Hathaway is enjoined from diverting or extracting water within ULARA, except
14 in pursuant to and in accordance with the terms and conditions of the agreement attached
15 hereto as Exhibit A. Except as stated in that agreement Hathaway is without any right, title
16 or interest in, or to any claim to extract ground water from ULARA or any of the separate
17 ground water basins therein.

18 Watermaster will cause this order to be recorded in the Official Records of the
19 County of Los Angeles with express reference to the Hathaway Home Property. A legal
20 description of the Hathaway Home Property is set forth in Attachment 1 to Exhibit A.

21
22 DATED: 6/30, 1999
23

24 By: Susan Bryant-Deason
25 Susan Bryant-Deason
26 Judge, Los Angeles County Superior Court
27
28