

MAGUIRE PEARCE & STOREY

— PLLC —

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July 21, 2016

DELIVERY VIA EMAIL AND U.S. MAIL

Ken Petruzzelli, Attorney III
Office of Enforcement
State Water Resources Control Board
1001 I Street, P.O. Box 100
Sacramento, CA 95814

*Re: Transmittal of As-Built Drawings with Respect to SBNF Special Use Permit #7285,
and related Operation and Maintenance Information; Request for Exemption from
the California Public Records Act*

Dear Ken:

We have been asked by our client to provide the State Water Resources Control Board ("SWRCB") with the attached "as-built" drawings of the Nestlé Waters North America (NWN) pipeline and related improvements located in the five-foot (5') right-of-way pursuant to NWN's SUP #7285. We have also been asked to provide certain operation and maintenance information concerning this pipeline and related infrastructure. This data and information has previously been provided to the San Bernardino National Forest Supervisor.

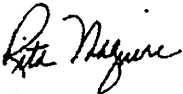
We understand that the State Water Resources Control Board ("SWRCB") may be asked by third parties to provide the above described information to such third parties, pursuant to a request under the California Public Records Act ("CPRA"). Thus, this letter also provides you with NWN's objections to disclosure under Exemption 6254(K) (trade secrets) and Exemption 6254(e) (geophysical data) of the CPRA. Specifically, the "as-built" drawings include: (i) trade secrets and/or commercial information whose release could (A) "cause substantial harm" to the competitive position of NWN or (B) "impair the government's ability" to obtain information in the future; and (ii) geophysical data that could create a significant risk of contamination and/or malicious tampering, even the perceived risk of which could significantly harm NWN's business, its market position, and customer perceptions and confidence.

Accordingly, NWN requests that the "as-built" drawings and operation and maintenance information be considered exempt from disclosure under the CPRA and/or as otherwise required by law. In the event any third party requests the release of the "as-built" drawings and operation and maintenance information, NWN requests that the SWRCB not release the data and

information on the basis that they constitute Exempt Material; and that upon the receipt of any such request, the SWRCB immediately provide Nwana with a written copy of such request so that Nwana may take whatever measures it deems necessary in order to prevent release. Nwana expressly reserves all rights to: (A) object to any release of the "as-built" drawings and operation and maintenance materials on the basis of their constituting Exempt Material; and/or (B) file an action in its own name and on its own behalf to prevent the release of the materials.

The Exempt Material is enclosed with this letter and are labeled Item #1 and Item #2, respectively, to correspond with their identification by Christine Hill, District Ranger for the San Bernardino National Forest in her June 20, 2016 letter to Nwana, and described in my email to you on June 29, 2016. If you have any questions about the information attached to this letter, or the request for exemption from the CPRA, please do not hesitate to contact me.

Sincerely,



Rita Maguire
Maguire, Pearce & Storey, PLLC
Attorneys for Nestlé Waters North America Inc.

Enclosures

Cc: Larry Lawrence, Nwana
Natalie Stork, SWRCB
Victor Vasquez, SWRCB

Summary of Arrowhead Springs Tunnel and Borehole Construction
Nestlé Waters North America

Horizontal Borehole No.	Date Completed	Borehole Length (feet)	Borehole Diameter (inches)	Seal Length (feet)	Casing Material	Conductor Casing Diameter (inches)	Screen Diameter (inches)	Screen Perforations (inches)	Survey Sheet
1	6/14/1976	290	2.5	126	SCH40 Galv. Steel	2	1.5	0.1875	2
1A	8/9/1993	130	2.5	66	SCH40 Galv. Steel	2	1.375	0.1875	2
7	9/29/1992	290	2.875	126	SCH40 Galv. Steel	2	1.25	0.1875	4
7A	9/6/1992	230	2.875	95	SCH40 Galv. Steel	2	1.25	0.1875	4
7B	9/10/1992	397	2.875	121	SCH40 Galv. Steel	2	1.25	0.1875	4
7C	7/18/1993	300	2.5	168	SCH40 Galv. Steel	2	1.25	0.1875	4
8	8/20/1993	120	2.5	100	SCH40 Galv. Steel	2	1.875	0.1875	2
10	12/21/1978	305	2.5	162	SCH40 Galv. Steel	2	1.5	0.25	5
11	5/20/1994	310	2.875	67	SCH40 Galv. Steel	2	1.375	0.1875	5
12	6/9/1994	320	2.875	152	SCH40 Galv. Steel	2	1.375	0.1875	5
Tunnel No.	Date Completed	Tunnel Length (feet)	Tunnel Height (feet)	Tunnel Width (inches)	—	—	—	—	Survey Sheet
2	1947	37	~ 4.66	~ 34	—	—	—	—	2
3	1947	89	~ 5	~ 34	—	—	—	—	2



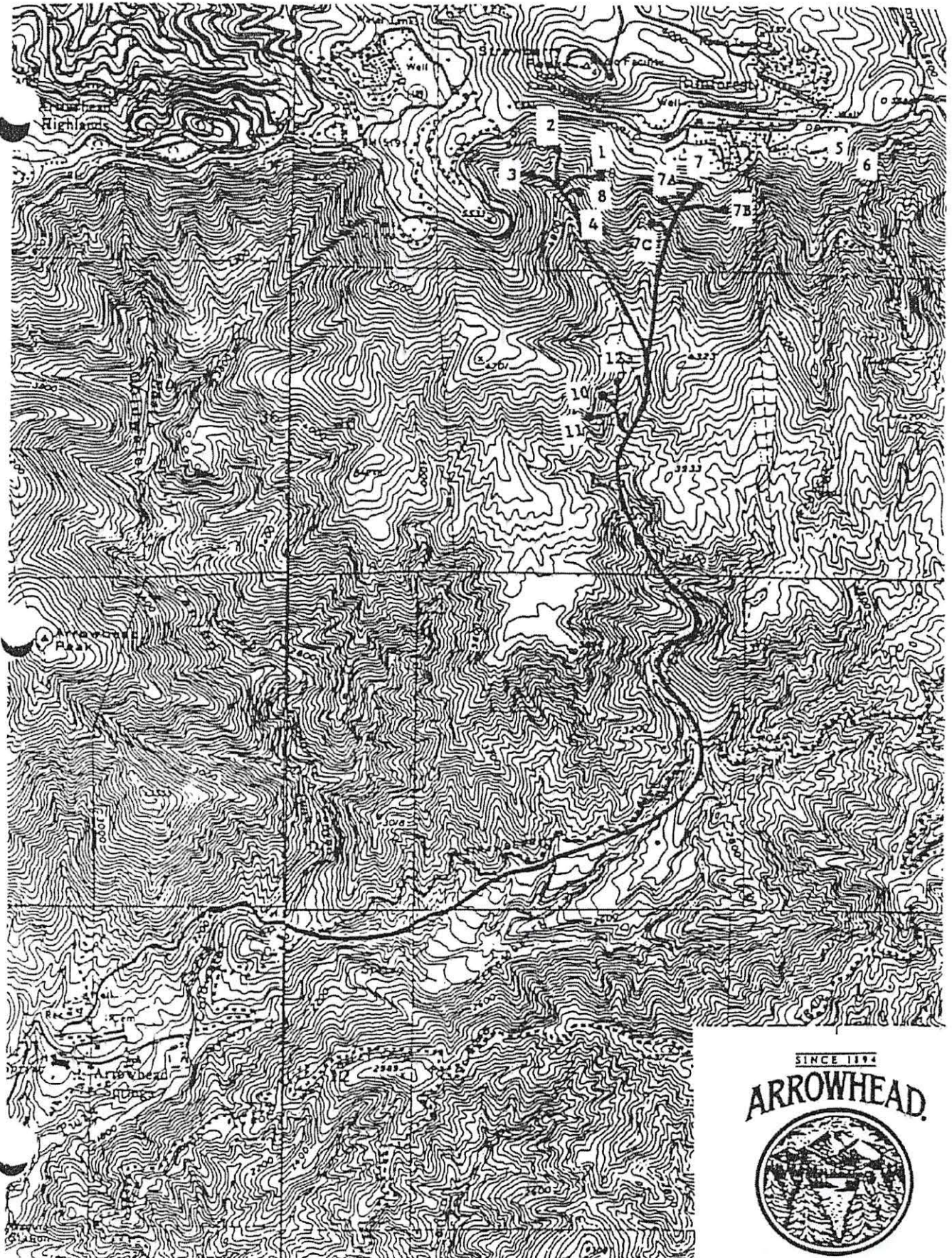
UNITED STATES FOREST SERVICE

INFORMATION REQUEST

TABLE OF CONTENTS

1. Location of Facilities
 - a) Map of Facilities
 - b) Description of Facilities
2. Special Use Permits
 - a) 1930
 - b) 1934
 - c) 1946
 - d) 1960
 - e) 1976 (Act of 1897)
 - f) 1976 (FLPMA)
3. Water Rights
 - a) Summary
 - b) Judgment
4. Record of Continuous Use
5. Hydrology

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SINCE 1894
ARROWHEAD



MOUNTAIN SPRING WATER

Description of Facilities

SPRINGS

The Arrowhead Springs are located on national forest lands and include the following springs:

Spring #1: Spring #1 is a horizontal borehole 290 feet in length.

Spring #1A: Spring #1A is a horizontal borehole 300 feet in length.

Spring #2: Spring #2 is a horizontal tunnel 30 feet long, 8 feet wide and 8 feet high.

Spring #3: Spring #3 is a horizontal tunnel approximately 70 feet long, 5 feet wide and 8 feet high.

Spring #7: Spring #7 is a horizontal borehole 290 feet in length.

Spring #7A: Spring #7A is a horizontal borehole 230 feet in length.

Spring #7B: Spring #7B is a horizontal borehole 397 feet in length.

Spring #7C: Spring #7C is a borehole 300 feet in length.

Spring #8: Spring # 8 is a horizontal borehole located between Spring #1 and Spring #2 approximately 52 feet in length.

Spring #10: Spring #10 is a horizontal borehole 305 feet in length.

Spring #11: Spring #11 is a horizontal borehole 310 feet in length.

Spring #12: Spring #12 is a horizontal borehole 320 feet in length.

PIPELINE

The pipeline carrying water from the spring locations to the reservoirs consists of sections of clay-lined ductile iron pipe (both four-inch and eight-inch diameter), and sections of four-inch C-900 polyvinyl chloride (PVC) pipe. The portion of the pipeline located on national forest lands is approximately 21,400 feet in length. The remaining portion of the pipeline and the pipelines between the upper and lower reservoirs and the reservoirs to the loading station is located on private property. The pipeline from the upper reservoirs to the lower reservoirs is four-inch C-900 PVC. The pipeline from the reservoirs to the loading station consists of six-inch C-900 PVC.

RESERVOIRS

The two spring water reservoir storage locations, referred to as the upper and lower reservoirs, respectively, are located on private property. The lower reservoirs consist of three concrete bunkers which have been lined with fiberglass and the upper reservoirs consist of twelve 20,000-gallon tanks. The total storage capacity of the upper reservoirs is 240,000 gallons and the lower reservoirs is 77,000 gallons.

LOAD STATION

The loading station is also located on private property at the intersection of Old Waterman Canyon Road and Highway 18. The loading station consists of two stainless-steel stations for water-hauling tankers to fill up and a turnaround area for ease of entry and departure.

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APPROVED 9 is to corporate name of Arrowhead & Puritas Waters Inc.



0262

Form 332
(Revised Feb., 1921)

San Bernardino

Arrowhead & Puritas Waters Inc.,

Arrowhead Springs Corporation SPECIAL USE PERMIT

Date 4 9 30

(Case designation)

Permission is hereby granted to Arrowhead & Puritas Waters Inc., & Arrowhead Springs Corporation, 1566 East Washington Street, Los Angeles, California

to use the following-described lands: right of way across government land for pipe line 3'
(Describe the lands to be occupied, if surveyed, by means and bounds, with reference to a road or

& approximately 3 miles long starting at NE corner of SW 1/4 Section 6, T. 1 N., R. 3 W.,
(Survey or well-known landmarks; right of way by terminal points, direction, and lands occupied)

running northerly up to bottom of Strawberry Creek to a spring in the NW corner of
SW 1/4 Section 30, T. 2 N., R. 3 W., S.E.M.; also additional 2 1/2" pipe line from NE 1/4
Section 31 to SW 1/4 Section 30 about 3000'; also additional 2 1/2" pipe line from SW 1/4 Section 31
to SW 1/4 Section 29 about 6000' in T. 2 N., R. 3 W., S. E. M., as shown on map on file in the
office of the Forest Supervisor.

for the purpose of constructing and maintaining pipe lines.

(Briefly but clearly describe the use, giving area of inclosure, length and width of right of way, etc.)

subject to the following conditions:

1. The permittee shall pay to the _____ Bank of _____
permit is issued free of charge under the provisions of Regulation L-2 (H).
_____ (United States Depository), to be
placed to the credit of the Treasurer of the United States, in consideration for this use, the sum of
_____ dollars (\$_____) for the period
from _____, 19____, to December 31, 19____, and thereafter annually,
on January 1, _____ dollars (\$_____).
2. The permittee shall comply with the regulations of the Department of Agriculture governing
the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and
shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses
and cesspools as required by the Forest officers.
3. This permit is subject to all valid claims.
4. The permittee shall take all reasonable precautions to prevent and suppress forest fires.

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5. The permittee, if engaged less, shall conduct same in an order proper and in accordance with all requirements of the laws of the State of California, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage to its property resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within one month, be completed within one years from the date of the permit, and this use shall be actually exercised at least 365 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Forester.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. Attached stipulations are made a part of this permit.

(Specify stipulations necessary)

~~This permit cancels and supersedes permit issued to the above named persons designated above and signed April 14, 1930, by Acting Forest Supervisor E. E. Rust.~~

DESIGNED BY	
ATTACHMENT APPROVAL	
FOREST SUPERVISOR	
FOREST OFFICER	
UNITED STATES	
CHIEF	<i>JKP</i>
DATE	
DESCRIPTION APPROVED	
MANAGER'S APPROVAL FOR EXECUTION	

June 21, 1931 (Date)

J. I. ELLIOTT, Forest Supervisor
(Signature of officer issuing permit)

By Frank A. Robinson Acting
(Title)

CONFIDENTIAL

0263

STIPULATIONS SUPPLEMENTAL TO FORM 832.

15. The right of way granted under this permit includes only that area actually occupied by the conduit itself.
16. In consideration of the free right of way for this conduit, the permittee granted to the U. S. Forest Service the right to tap this conduit and to take the surplus water from it for its own use or that of other permittees, providing that such connection shall not deprive the permittees therein of sufficient water for their own use; and further provided that if such connection is made by other permittees such permittees shall pay the pro rata cost of installation of said pipe line or portion from which benefit is received.
17. Compensation shall be made for damage caused to the property of the United States through overflow of water.
18. The right of way for this pipe line is to be cleared twelve feet wide and all brush to be piled in compact piles and burning to be done under the supervision of the district ranger.
19. This permit confers no rights upon the permittee to use of the water involved.
20. One and one-half inch valves will be placed in the main pipe line at intervals not to exceed one thousand feet.
21. When welding is being done, an extra man will be in attendance to guard against spread of fire, and will be equipped with a five-gallon back pack pump filled with water.

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AMENDED 9 5 / to corporate name of Arrowhead & Puritas Waters Inc.

Form 587
(Revised Jan. 1944)

U
USES - San Bernardino SPECIAL USE PERMIT
Arrowhead & Puritas Waters Inc.
Conduit 5 21 34

(Class designation)

Permission is hereby granted to Arrowhead & Puritas Waters Inc.,
of 1566 E. Washington Blvd., Los Angeles, California,
to use the following-described lands: right of way across National Forest land for pipe
(Describe the lands to be occupied, if unsurveyed, by metes and bounds, with reference to a road or
line 3' wide & approximately 3200' long; starting at spring No. 7 in the NW
stream or well-known landmark; right of way by terminal points, direction, and lands occupied)
corner of the SE quarter of Section 30, T. 2 N., R. 3 W., S. 2 E., within the
San Bernardino National Forest, & running south slightly west, as shown on map
on file in the office of the Forest Supervisor.

for the purpose of constructing & maintaining a conduit line which will involve excavation
(Briefly but clearly describe the use, giving area of inclosures, length and width of right of way, etc.)
of approximately 4000 cu. yds. of earth; construction of a concrete tunnel with
holding basis & weirs; 100' of 4" O. D. Seamless steel tubing; 100' of 3" O. D. sea
less steel tubing and 3000' of 2-3/8" O. D. Seamless steel tubing.
subject to the following conditions:

1. The permittee shall pay to the Regional Fiscal Agent designated by the Forest officer for deposit to the credit of the Treasurer of the United States, in consideration for this use, the sum of This permit is issued free of charge under the provisions of Regulation L-2 (H).
_____ dollars (\$_____) for the period
from _____, 19____, to _____, 19____, and thereafter annually,
on _____ dollars (\$_____).
2. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses and cesspools as required by the Forest officers.
3. This permit is subject to all valid claims.
4. The permittee shall take all reasonable precaution to prevent and suppress forest fires, without cost to the Forest Service.

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5. The permittee, if engaged in business, shall conduct same in an orderly manner and in accordance with all requirements of the laws of the State of California, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage to its property resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within one months, be completed within one years from the date of the permit, and this use shall be actually exercised at least 365 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief Forest Service.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. No Member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

16. Attached stipulations are made a part of this permit.

(Special stipulations necessary)

May 22, 1934
(Date)

J. E. ELLIOTT, Forest Supervisor
(Signature of officer issuing permit)

By Frank A. Robinson acting
(Title)

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16. The right of way granted under this permit includes only that area actually occupied by the conduit itself.
17. This permit conveys no rights upon the permittee to the use of the water involved.
18. Compensation shall be made for damage caused to the property of the United States through overflow of water.
19. In consideration of the free right of way for this conduit, the permittee grants to the United States Forest Service the right to tap this conduit and to take the surplus water from it for its own use or that of other permittees providing that such connection shall not deprive the permittees therein of sufficient water for their own use; and further provided that if such connection is made by other permittees such permittees shall pay the pro rata cost of installation of said pipe line or portion from which benefit is received.
20. The right of way for this pipe line is to be cleared approximately 5' wide and the brush will be overcast to the satisfaction of the local forest officer.
21. When welding is being done there will be in attendance in addition to each welder one helper, one shovel man and two back pack pump men who will use a shield on each weld besides dampening down the area around each weld. Before welding is done the foreman in charge of the job will contact the local District Ranger, who with the foreman will see that everything is done to prevent any fire from starting from this welding.
22. The pipe line will be laid on the surface of the ground and will have the necessary air vents to reduce the pressure besides one pressure reducing valve at the bottom of the line before connecting into the main line.
23. All blasting must be done with electric detonators.
24. Smoking will not be allowed during the period that the "no smoking" regulation is in effect on the National Forest.
25. All gasoline operated machinery will be equipped with spark arresters or carbon arresting devices approved by the local district ranger. If gasoline tractor or bulldozer is used they shall be equipped with shovel and axe and one quart Pyrene fire extinguisher.
26. If the fire season and fire danger warrant it, it may be necessary for the company to employ the services of a fire warden approved by the local forest officer to see that the stipulations in this permit are carried out in full.
27. Permission is also given to build a temporary road from the main highway high gear road, starting from a point in the northwest corner of the southeast quarter of Section 30, T. 2 N., R. 3 W., running in a southeasterly direction approximately 2000' to a spring known as No. 7. The first 800' of this road will be new and the next 1200' will be merely widening of the present trail to 5-1/2' to permit passage of a Caterpillar road grader to be used in excavation work at the spring. It is agreed by the company that upon completion of the job of development at the spring, the company will put the temporary lateral road from the main high gear road to the spring, back into as close to natural state as possible, so that the road will not be used except for trail purposes thereafter and will under no conditions become a public road.

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27. As this development work is all within the area of high fire hazard which is closed to the public during the dangerous fire periods of the year, the company agrees to comply with all rules and regulations put into effect to prevent fires from starting and to see that all contractors and all employees of contractors, as well as the company's own employees comply with all these rules and regulations and do all within their power to prevent fires.

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5. The permittee, if engaged in business, shall conduct same in an orderly manner and in accordance with all requirements of the laws of the State of California, as well as the laws of the United States.

6. The permittee shall pay the United States for any damage to its property resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within one month, be completed within one years from the date of the permit, and this use shall be actually exercised at least 365 days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify the Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief Forest Service.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. No Member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

16. Attached stipulations are made a part of this permit.

(Special stipulations necessary)

This permit cancels and supersedes permit issued to the above named persons designated above and signed April 11, 1930, by Acting Forest Supervisor H. H. Hunt.

June 11, 1931
(Date)

J. E. ELLIOTT, Forest Supervisor
(Signature of officer issuing permit)

By Frank A. Robinson Acting

(This)

CONFIDENTIALFOREST SERVICE REGION FIVESPECIAL PERMIT FOR USE OF CLOSED AREAS -San Bernardino National Forest

Permission is hereby granted to The authorized representatives of the
Arrowhead and Puritas Waters Inc.
 of 1566 W. Washington Blvd. Los Angeles, Calif. accompanied by Laborers
 (Address)

(1) to enter the closed area described as follows:

Vicinity of Coldwater and Strawberry Creeks

or (2) to use the Strawberry Truck Trail road between Hotel
Arrowhead Springs
 and Daley Road Truck Trail

for the purpose of inspecting and maintaining company pipe lines & water develop-
ments.

PERIOD COVERED BY PERMIT Calendary year 1946.

REVOCABLE AT ANY TIME BY ISSUING OFFICER.

In accepting this permit, I agree to the following conditions:

1. To observe strictly all Federal, State and County regulations governing the use of fire and tobacco.

2. That Government vehicles have the right-of-way on roads.

3. That the United States or its employees will not be held responsible for injury or damage to persons or property resulting from the exercise of the privileges granted by this permit.

4. To engage in no activities except those having to do with the purpose of the permit as above stated. This is not a recreational permit.

5. This permit is not transferable.

6. Authorized representatives will be considered as those employees of the
Arrowhead and Puritas Waters Inc. having this permit in their possession
with the consent of the Arrowhead and Puritas Waters Inc.

7. Permit void until signed.

Robert D. Horton
 (SIGNATURE OF PERMITTEE)

Issued by L. A. HORTON

Date April 2, 1946.

Title District mgr.

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2. Construction or occupancy and use under this permit shall begin within _____ months, and, if any, shall be completed within _____ months, from the date of the permit. The use shall be actually exercised at least _____ days each year, unless otherwise authorized in writing.

3. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer-in-charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the preceding printed clauses will control.

17. This permit is accepted subject to the conditions set forth above and to conditions 18 to 27 attached hereto and made a part of this permit.

DATE
November 29, 1960

SIGNATURE OF FOREST SUPERVISOR

TITLE

By

D.M. Tucker

Acting Forest Supervisor

CONFIDENTIAL

18. The permittee grants to the Forest Service the right to make connections to this pipeline, at government expense, for water for Forest Service use, providing that such use of water by the Forest Service shall be subject at all times to the water requirements of the permittee.
 19. In the event of fire, the permittee shall allow the Forest Service, or other cooperating fire-fighting agencies to draw upon any or all existing waterlines and reservoirs for water, free of charge, to be used for filling fire trucks or pumping for actual fire-fighting purposes and will install, as required by the District Ranger, outlets of suitable size for this purpose. In addition, for fire control purposes, each storage tank over 1,000 gallon capacity shall have the installation of a 1 1/2 inch iron pipe outlet with 1 1/2 inch gate valve and male coupling using iron threads. The outlet and valve are to be used only for fire control purposes. Permittee agrees to maintain the 1 1/2 inch iron pipe thread outlets now spaced at 1,000 foot intervals along the main conduit for fire control purposes.
 20. The right-of-way granted under this permit includes only that area actually occupied by the water transmission lines, collection tunnels, holding basins, weirs and other existing appurtenances.
 21. The National Forest land in the area covered by this permit is subject to closure to entry during the forest fire season by Secretary of Agriculture regulation. Permittee will be responsible to see that his employees, agents, and contractors obtain closed area entry permits, when required, and secure blasting and welding permits from the responsible District Ranger prior to performing such maintenance work that is necessary to the enjoyment of this permit. Permittee agrees to comply with all rules and regulations put into effect to prevent fires and to enforce said rules and regulations with his employees, agents, and contractors.
 22. During the life of this permit, permittee agrees to install and maintain all necessary erosion control structures or practices to prevent or minimize to the fullest practicable extent, soil erosion. Such work shall be done to the satisfaction of the District Ranger.
 23. Permittee agrees to allow the Forest Service to install and maintain at Government expense, wildlife watering devices at the spring sources, such installations not to unduly interfere with the permittee's enjoyment of this permit.
 24. This permit conveys no rights upon the permittee to use of the water involved.
See Amendment #1 dated 12/18/66
 25. Compensation shall be made for damage caused to the property of the United States through overflow of water. *See Amendment #1 dated 12/18/66*
 26. Permittee upon acceptance of this permit agrees to waive any claim against the United States or its employees which may arise as a result of this permitted use. *See Amendment #1 dated 12/18/66*
 27. This permit cancels and supercedes permits issued to the above company and designated Conduits 4-9-30 and 5-21-34 issued by Frank A. Robinson, Acting for J.E. Elliott, Forest Supervisor.
 28. *See Amendment #1 dated July 14, 1966*
- In conformance with the District Ranger, I have read and agree with the conditions in this permit.

Date: 1-30-61

APPROVED AND PURITAS WATER INC.

By E. E. Buser Title V. P.

CONFIDENTIAL

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST
157 WEST FIFTH STREET
SAN BERNARDINO, CALIFORNIA



ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

2710

December 1, 1962

NOTICE TO PERMITTEE:

Clause No. 1 of your permit provides for periodic fee adjustment. A statewide study is being undertaken during 1963 to determine if current fees represent fair land rental values. Any adjustments that are warranted will become effective January 1, 1964, or the beginning of the permit year nearest that date.

Fees in connection with this permit are due and payable by not later than January 1 annually. Non-payment within 75 days from the billing date hereon will result in permit cancellation. When permits are cancelled, a reinstatement service charge, to be made for any late payment of commercial permittees, will be based upon 1% per month or fraction thereof of the unpaid fee due the Government, with a minimum of \$25.00.

Please keep Forest Supervisor, San Bernardino National Forest notified of any change in address. Your failure to notify this office when your address is changed, renders your permit liable to cancellation.

Sincerely yours,

DON R. BAUER
Forest Supervisor

By

2710
Arrowhead & Puritas Waters Inc.
Water Trans. 11-29-60



CONFIDENTIALAMENDMENT #1 to TERMINABLE SPECIAL USE PERMIT

That certain special use permit issued on November 29, 1960 to Arrowhead and Puritas Waters Inc., 1566 East Washington, Los Angeles 21, California, covering a water transmission located in NE NE, Section 12, T. 1 N., R. 4 W., S1/2 SW, SE, E1/2 NE, Section 6, T. 1 N., R. 3 W., SE, NE, NE NW, Section 31 and E1/2 SW, SE, Section 30, T. 2 N., R. 3 W., SBB&M, Cajon Ranger District, is hereby amended as follows:

1. Clause #24 is amended to include:

"Such rights must be obtained and retained under applicable State Law."

2. Clause #25 is deleted.

3. Clause #26 is deleted and the following is substituted:

"The permittee shall indemnify the United States against any liability for damages to life or property arising from the use authorized by this permit, provided this shall not be construed to indemnify the United States against its own negligence."

It is understood that this amendment shall not operate to alter nor amend said permit in any other respect than is herein specified and shall not in any way constitute a waiver of any part, provision, or condition of said permit shall apply equally to this amendment.

DON R. BAUER, Forest Supervisor

Date: December 18, 1964

By D.M. Tucker

This amendment to special use permit is accepted subject to the conditions set forth above.

ARROWHEAD & PURITAS WATER, INC.

By E. C. Buno

Date: 12-15-64

Title Vice Pres

CONFIDENTIALSPECIAL USE PERMIT AMENDMENT NO. 2

THE SPECIAL USE PERMIT ISSUED TO ARROWHEAD AND PURITAS WATERS INC. ON
November 29, 1960 For a water transmission in T. 1N., R. 4W.,
Cañon Ranger District T. 1N., R. 3W., T. 2N., R. 3W., SBDW
IS HEREBY AMENDED AS FOLLOWS:

Stipulation is added and numbered:

"28. During the performance of this permit the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above non-discrimination provisions in any sub-contract made with respect to the operations under this permit.
- d. Signs setting forth this policy of non-discrimination to be furnished by the Forest Service will be conspicuously displayed at public locations as directed by the Forest Service. "

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

D. R. BRAUER, Forest Supervisor
 BY Doran E. Minter

DATE JUL 14 1966

TITLE Issuing Officer

THIS AMENDMENT TO THE SPECIAL USE PERMIT ISSUED November 29, 1960
 IS ACCEPTED SUBJECT TO THE CONDITIONS SET FORTH ABOVE.

DATE Jan 27, 1966

THIS SPECIAL USE PERMIT
REVIEWED BY
FOREST SUPERVISOR
DATE
OFFICE

ARROWHEAD AND PURITAS WATERS INC.
 BY [Signature]
 Title Vice Pres

R-5 2700-14A
 195: 2-64

COPY FOR FOREST SUPERVISOR

CONFIDENTIALUnited States Department of Agriculture
Forest Service**SPECIAL USE PERMIT**

Act of June 4, 1897

This permit is revocable and nontransferable
(Rel. FSM 2710)

a. Record no. (1-2) 70	b. Region (3-4) 05	c. Forest (5-6) 12
d. District (7-8) 53	e. User number (9-12) 4243	f. Kind of use (13-15) 916
g. State (16-17) 06	h. County (18-20) 071	i. Card no. (21) 1

Permission is hereby granted to Arrowhead Puritas Waters, Inc.
of P.O. Box 2293 Terminal Annex, Los Angeles, California 90051
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A right-of-way not to exceed five (5) feet in width and approximately 21,400 feet in length across portions of National Forest land in Section 8, T.1N., R.3W., NE $\frac{1}{4}$ of Section 12, T.1N., R.4W., S $\frac{1}{2}$ of Section 30 and Section 31, T.2N., R.3W., SBB&M as shown more particularly on the map entitled "Arrowhead Puritas Waters, Inc.," (916) System and Supply, dated June 1976 by A.W. Hess and made a part hereof.

This permit covers 2.5 acres and/or 4.05 miles and is issued for the purpose of:

maintaining thereon water transmission lines, necessary service trails to maintain pipelines and water collection tunnels, wells and spring boxes.

SUPERCEDED BY PERMIT OF 8-2-70

1. Construction or occupancy and use under this permit shall begin within --- months, and construction, if any, shall be completed within --- months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of one hundred fifty-eight Dollars (\$158.00) for the period from March 1 1977, to December 31, 1977, and thereafter annually on January 1 one hundred and ninety and no/100 Dollars (\$190.00); *Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.*

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 28 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE <u>Arrowhead Puritas Waters, Inc.</u>	SIGNATURE OF AUTHORIZED OFFICER <u>James E. Stewart</u>	DATE <u>7/2/76</u>
ISSUING OFFICER	NAME AND SIGNATURE <u>[Signature]</u>	TITLE <u>Forest Supervisor</u>	DATE <u>7/21/76</u>

COPY FOR DISTRICT OFFICE

(CONTINUED ON REVERSE)

2700-4 (7/71)

CONFIDENTIAL

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

Page 3

Arrowhead Puritas, Inc.
System, Supply (916)**18. Service Charge**

A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.

Service Fee for Issuance of New Permit

A service fee of twenty-five dollars (\$25.00) will be charged for issuance of a new permit as a result of any change of ownership.

19. Nondiscrimination, Services

During the performance of this permit, the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

20. Indemnification of United States

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

Page 4

Arrowhead Puritas, Inc.
System, Supply (916)21. Esthetics

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

22. Erosion Control

The permittee shall be responsible for the prevention and control of said erosion and gullying caused by permittee either directly or indirectly, on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.

23. Permit Termination

Unless sooner terminated or revoked by the Forest Service in accordance with the provisions of the permit, this permit shall, subject to annual revalidation by the Forest Service and payment of fees by the permittee, expire and become void on December 31, 1986, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than one year prior to said date that such new permit is desired.

24. Rights Reserved

The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

25. Area Access

The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.

26. Water Rights

This permit confers no right to the use of water by the permittee.

Page 5

Arrowhead Puritas Waters, Inc.
System, Supply (916)27. Risk and Hazards

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

28. Superseded Permit

This permit supersedes a special-use permit designated:

Arrowhead and Puritas Inc.
System, Supply 11-29-60
issued by D.M. Tucker for
D.R. Bauer, Forest Supervisor

CONFIDENTIALSPECIAL USE PERMIT AMENDMENT NO. 1

THE SPECIAL USE PERMIT ISSUED TO ARROWHEAD & PURITAS WATERS, INC.
1566 E. Washington Blvd., Los Angeles, Calif. 1
October 17, 1964, ~~xxx~~ for a water transmission in Section 31, T. 2N.
Cajon Ranger District, SBW IS HEREBY AMENDED AS FOLLOWS:

Stipulation is added and numbered:

"27. During the performance of this permit the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above non-discrimination provisions in any sub-contract made with respect to the operations under this permit.
- d. Signs setting forth this policy of non-discrimination to be furnished by the Forest Service will be conspicuously displayed at public locations as directed by the Forest Service. "

IT IS UNDERSTOOD THAT THIS AMENDMENT SHALL NOT OPERATE TO ALTER NOR AMEND SAID PERMIT IN ANY OTHER RESPECT THAN IS HEREIN SPECIFIED AND SHALL NOT IN ANY WAY CONSTITUTE A WAIVER OF ANY PART, PROVISION, OR CONDITION OF SAID PERMIT, AND EVERY SUCH PART, PROVISION, OR CONDITION OF SAID PERMIT SHALL APPLY EQUALLY TO THIS AMENDMENT.

DATE JUL 14 1966

By [Signature]
D. R. BAUER
 TITLE FOREST SUPERVISOR

THIS AMENDMENT TO THE SPECIAL USE PERMIT ISSUED October 17, 1964
 IS ACCEPTED SUBJECT TO THE CONDITIONS SET FORTH ABOVE.

DATE June 27, 1966

ARROWHEAD & PURITAS WATERS, INC.
 By [Signature]
 Title Vice Pres.

R-5 2700-148
 ISS: 2-64

CONFIDENTIAL

AMW, AC, 1/66

CONFIDENTIALUnited States Department of Agriculture
Forest Service

SPECIAL USE PERMIT
Act of October 21, 1976 (PL 94-579)
 This permit is revocable and nontransferable
 (Ref. FSM 2710)

e. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	05	12
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
53	7285	916
g. State (16-17)	h. County (18-20)	i. Card no. (21)
06	071	1

Permission is hereby granted to **Arrowhead Puritas Waters, Inc.**

of **P. O. Box 2293 Terminal Annex, Los Angeles, CA 90051**

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A right-of-way not to exceed five (5) feet in width and approximately 23,020 feet in length across portions of National Forest land in Section 6, T1N, R3W, NE 1/4 of Section 12, SE 1/4, Section 1, T1N, R4W, S 1/2 of Section 30 and Section 31, T2N, R3W, SBB&M as shown more particularly on the map entitled "Arrowhead Puritas Waters, Inc., (916), System and Supply," dated June 1976 by A. W. Hess and revised 30 November 1977 by Gene Talliaferro and made a part hereof.

This permit covers 2.7 acres and/or 4.36 miles and is issued for the purpose of:

maintaining thereon water transmission lines, necessary service trails to maintain pipelines and water collection tunnels, horizontal wells, and spring boxes.

1. Construction or occupancy and use under this permit shall begin within _____ months, and construction, if any, shall be completed within 9 1/2 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of two hundred twenty Dollars (\$ 220.00) for the period from January 1, 1979, to December 31, 1979, and thereafter annually on January 1 Two hundred and twenty Dollars (\$ 220.00);

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 28 including Exhibits 1 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE Arrowhead Puritas Waters, Inc.	SIGNATURE OF AUTHORIZED OFFICER <i>x James E. Stewart</i>	DATE <i>x 8/8/78</i>
ISSUING OFFICER	NAME AND SIGNATURE <i>James R. Mattiazzi</i>	TITLE <i>Acting Forest Supervisor</i>	DATE <i>8/2/78</i>

COPY FOR FOREST SUPERVISOR

(CONTINUED ON REVERSE)

2700-4 (7/71)

CONFIDENTIAL

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.
5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.
6. This permit is subject to all valid claims.
7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.
8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.
9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.
10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.
11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.
12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.
13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.
14. In case of change of address, the permittee shall immediately notify the forest supervisor.
15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control

CONFIDENTIAL

Page 3
Arrowhead Puritas, Inc.
System, Supply (916)

18. Service Charge

A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (100) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.

Service Fee for Issuance of New Permit

A service fee of twenty-five dollars (\$25.00) will be charged for issuance of a new permit as a result of any change of ownership.

19. Nondiscrimination, Services

During the performance of this permit, the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

20. Indemnification of United States

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

CONFIDENTIAL

Page 4

Arrowhead Puritas, Inc.
System, Supply, (916)21. Esthetics

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

22. Erosion Control

The permittee shall be responsible for the prevention and control of soil erosion and gullying caused by permittee either directly or indirectly, on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.

23. Permit Termination

Unless sooner terminated or revoked in accordance with the provisions of the permit, this permit shall expire and become void upon issuance of a new authorization or one year after publication of regulations by the Secretary of Agriculture under the provisions of Title V, P. L. 94-579, whichever comes first, but a new authorization to occupy and use the same National Forest land will be issued provided the permittee will comply with the then-existing rules and regulations governing the occupancy and use of National Forest lands.

Supervisor
Amendment #1
6/24/81

24. Rights Reserved

The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

25. Area Access

The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.

26. Water Rights

This permit confers no right to the use of water by the permittee.

CONFIDENTIAL

Page 5
Arrowhead Puritas, Inc.
System, Supply (916)

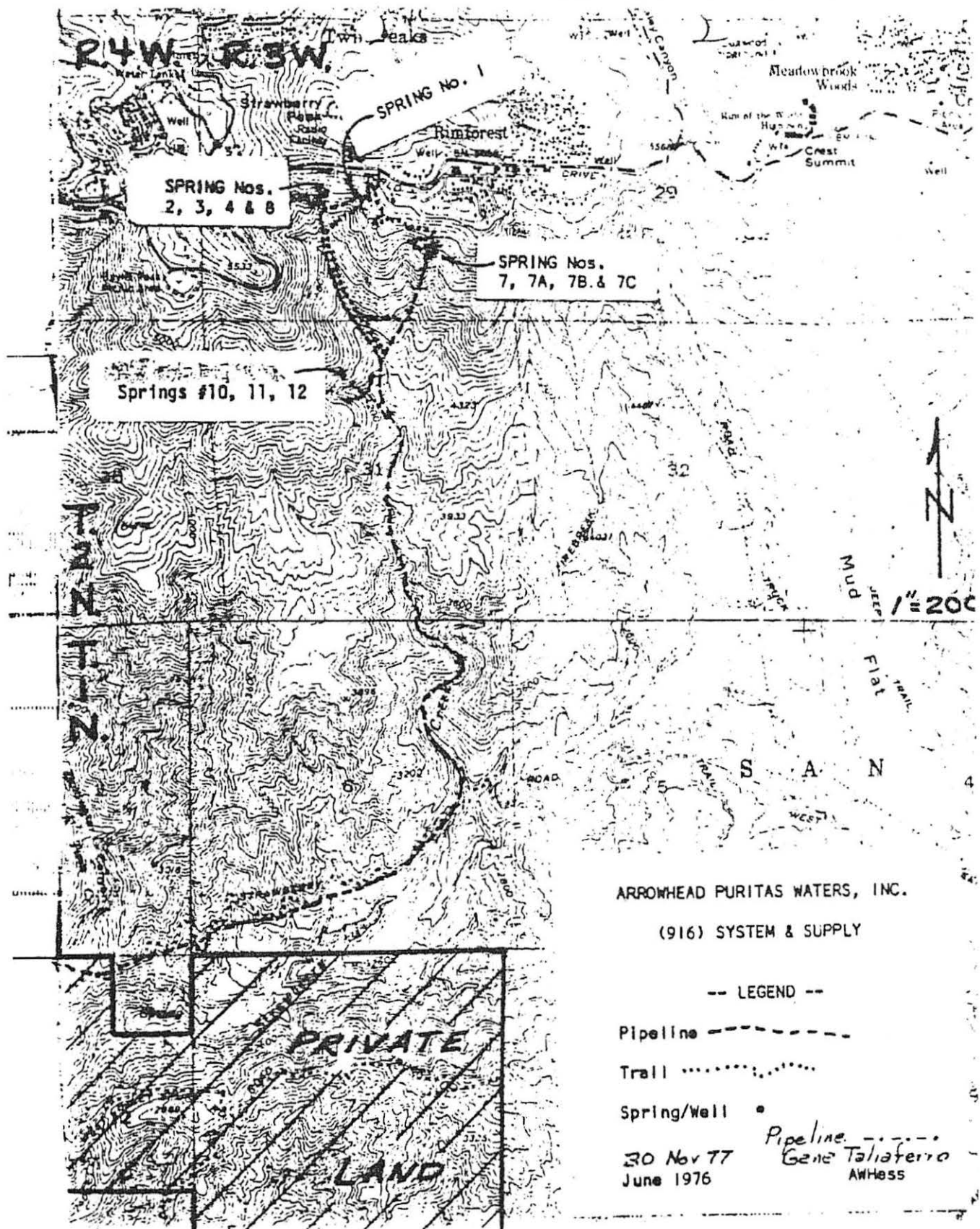
27. Risk and Hazards

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

28. Superseded Permit

This permit supersedes a special-use permit designated:

Arrowhead and Puritas Inc.
System, Supply 7/21/76
issued by Doug MacWilliams
Forest Supervisor

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United States Department of Agriculture Forest Service Act of Oct. 21, 1976 (PL 94-579) AMENDMENT #1 FOR SPECIAL USE PERMIT Ref: FSM 2714	a. Record no. (1-2) 70 d. District (7-8) 53	b. Region (3-4) 05 e. User number (9-12) 7285 -----	c. Forest (5-6) 12 f. Kind of use (13-15) 216 913 -----
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE <input type="checkbox"/> TERM <input checked="" type="checkbox"/> ANNUAL PERMIT	g. State (16-17) 06	h. County (18-20) 071	i. Card no. (21) 1

For System, Supply (916) issued to Arrowhead Puritas Waters, Inc. (NAME OF PERMITTEE)
 on 8/2/1978 (DATE OF PERMIT)

which is hereby amended as follows: change clause 23 Permit Termination to read as follows:

"Unless sooner terminated or revoked by the Forest Service in accordance with the provisions of the permit, this permit shall, subject to annual revalidation by the Forest Service and payment of fees by the permittee, expire and become void on 8/2/1988, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than 1 year prior to said date that such new permit is desired."

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Arrowhead Puritas Waters, Inc.	SIGNATURE OF AUTHORIZED OFFICER <i>James E. Stewart</i> TITLE <i>Vice President</i>	DATE 6/10/81
ISSUING OFFICER	NAME AND SIGNATURE <i>Robert R. Tyrrel</i> Robert R. Tyrrel	TITLE <i>Acting</i> Forest Supervisor	DATE 6/24/81

COPY FOR DISTRICT RANGER

AMD. #1

ARROWHEAD WATER RIGHTS

The water rights being exercised by Arrowhead are valid pre-1914 appropriative water rights which were originally obtained by the Arrowhead Hot Springs Hotel Company and Herbert Royer. Arrowhead also acquired a portion of the Del Rosa Mutual Water Company's pre-1914 appropriative rights through a stipulated judgment discussed below. Arrowhead's predecessors in interest, the Arrowhead Hot Springs Hotel Company and Herbert J. Royer, used the statutory notice procedure under the 1872 Code provisions to obtain water rights in Strawberry Canyon. Under the 1872 Code provisions, water could be appropriated simply by diversion and use of water or, from 1872 to 1914, by filing a notice of appropriation. Under these 1872 Code provisions, notices of appropriation were filed for irrigation, domestic, mechanical and manufacturing purposes.

These water rights were then adjudicated in an action "Del Rosa Mutual Water Company, a Corporation, Plaintiff v. D.J. Carpenter, et. al., Defendants No. 31798, Superior Court, State of California, County of San Bernardino" brought in 1931. In a judgement entered October 19, 1931, the Court established the rights of various parties including Arrowhead's predecessor, California Consolidated Water Company. The relevant portion of the judgement states :

5. That the defendant, California Consolidated Water Company, now is and it and its predecessors in interest have been engaged in the business of diverting water from East Twin Creek and/or its tributaries into reservoirs and takes and from thence transporting the same by means of cars and other conveyances to the City of Los Angeles, where said water is bottled for domestic use and used for the manufacture of beverages and other purposes: that said defendant, California Consolidated Water Company, has entered in and upon the springs at the headwaters of said Strawberry Creek and developed the water at said springs that would not naturally flow to plaintiff's said point of diversion, and diverted the water of said springs including the water so developed into a pipeline and by means thereof conveyed a part thereof to its said tanks and reservoirs and transported said part thereof from such tanks and reservoirs to Los Angeles where such water has been and is now being used by said defendant in its said business. That said defendant has expended large sums of money in so developing said springs and conveying said water, and has developed an extensive business dependent entirely upon such supply of water, and it would be inequitable to enjoin said defendant from continuing to so take and use said water; that said defendant requires the use of all the water now flowing and hereafter developed and flowing from said springs' tributary to said Strawberry Creek lying north of the north line of the south half of section 31 and north of the north line of the south half of Section 32, both in township 3 north, range 3 west, S.B.B. & M., and except as limited by the provisions of paragraph (1) hereof, is entitled to take and use said water; that the taking of such water will be injurious to plaintiff's right, but such injury can be compensated in damages and such damage is hereby determined to be and is the sum of Twenty Thousand Dollars (\$20,000). That such diversion by defendant, California

consolidated Water Company, will not, subject to the terms of paragraph (i) hereof, impair any right of any other party hereto."

Also,

"B. That defendant, California Consolidated Water Company, is, subject to the provisions of subdivision (1) hereof, the owner of the right to take, impound, divert, transport and carry away water of that certain spring known as "Indian Spring" and any and all of the water of all springs situated or obtainable in that part of East Twin Creek known as "Strawberry Creek and Canyon" and canyons lateral thereto lying north of a line drawn east and west through sections 31 and 32, township 2 north, range 3 west, S.B.B.&M., coincident with the northerly line of the south half of section 31 and the south half of section 32, township 2 north, range 3 west, S.B.B.&M., and it may enter in and upon that portion of said Strawberry Creek and Canyon and lateral canyons thereto lying north of said line and develop, by means of tunnels or otherwise, any and all springs or water situated or obtainable from said area north of said line, and may take and divert all of said water flowing and to flow in and from said springs and/or obtainable in said area into a pipeline and divert and carry the same, by and through such pipeline, to tanks and reservoirs upon said Arrowhead Springs property, and may take and transport the same beyond and out of said watershed for bottling or other purposes or uses." (emphasis added)

The judgment adjudicated California Consolidated Water Company's water rights and established its right to use water of the springs based on the pre-1914 water rights acquired by the predecessors in interest to Arrowhead.

CONFIDENTIAL

M/IR U 9/24/31.

(0380)

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

DEL ROSA MUTUAL WATER COMPANY,
a corporation,

Plaintiff,

vs.

D. J. CARPENTER, ISABEL C. TURNER,
J. B. JEFFERS, GEORGE S. MASON,
NATIONAL THRIFT CORPORATION OF
AMERICA, a corporation, JOHN DOE
McKASON, MARY GLEASON, C. M. CHRIST,
GREAT VIEW WATER COMPANY, NETTIE
D. PHILLIPS, PACIFIC-SOUTHWEST TRUST
& SAVINGS BANK, a corporation,
ARTHUR R. PECK, CARRIE A. PECK,
ELLEN A. McLAUGHLIN, ARROWHEAD
SPRINGS CORPORATION, a corporation,
ARROWHEAD SPRING COMPANY, a cor-
poration, J. N. BAYLIS, CALIFORNIA
CONSOLIDATED WATER COMPANY, a
corporation, CALIFORNIA CONSUMERS
CORPORATION, a corporation, et al.,

Defendants.

No. 31798

J U D G M E N T

The above entitled action coming on regularly to be heard before the Court without a jury, a trial by jury having been waived by the respective parties, Messrs. Swing & Wilson and Ralph E. Swing appearing as attorneys for the plaintiff, Messrs. Lawler & Degnan appearing for and as attorneys for defendants, California Consolidated Water Company and California Consumers Company (sued herein as "California Consumers Corporation"), respectively, and Messrs. Gibson, Dunn & Crutcher appearing for and as attorneys for defendants Arrowhead Springs Company and Arrowhead Springs Corporation, Ltd. (sued herein as "Arrowhead Springs Corporation"), and Messrs. O'Connor & Findley appearing for and as attorneys for the other defendants above mentioned, and this cause being at issue and the parties having entered into a stipulation in writing for the entry of this judgment, and findings of fact and conclusions of law except as set out and contained in this judgment, having been duly

-1-

381

and oral evidence having been introduced
waived by the respective parties, and the Court being fully advised
in the premises, and good and sufficient cause appearing therefor;

NOW, THEREFORE, in accordance with said stipulation, *and the Court*

IT IS HEREBY ADJUDGED:

1. That plaintiff is, and defendants California Consolidated Water Company, Arrowhead Springs Corporation, Ltd. (sued herein as "Arrowhead Springs Corporation"), Arrowhead Springs Company and California Consumers Company (sued herein as "California Consumers Corporation") are corporations duly organized and exist in and duly qualified and authorized to do and transact business within the State of California.

2. That neither the California Consumers Company nor the Arrowhead Springs Company have at this time any right, title or interest in or to any of the water or in or to the right to take, divert, use or transport any of the water referred to in the complaint in said action or in this judgment.

3. That East Twin Creek is a natural stream of water situated in the County of San Bernardino, State of California, and has its source in the San Bernardino Mountains lying and being to the north of the City of San Bernardino. That all of the waters of what is known as East Twin Creek watershed, except as diminished by use by defendant Arrowhead Springs Corporation, Ltd., and its predecessors in interest and by use by defendant California Consolidated Water Company and its predecessors in interest, and except as the waters thereof are lost by evaporation, transpiration, seepage and other natural causes, drain into and become a part of said East Twin Creek above the point of plaintiff's diversion hereinafter referred to. That the principal tributaries of said East Twin Creek are Strawberry Creek, Coldwater Creek, Hot Springs Creek, and other named and unnamed tributaries and springs, all of which flow and percolate into and, except as diminished as aforesaid, become a part of said East Twin Creek; also waters seep and percolate into said

CONFIDENTIAL

2382

1 East Twin Creek and its tributaries from the adjacent hills and
2 lands draining into said East Twin Creek and its various tributaries
3 and the canyons draining into said stream. That Strawberry Creek
4 and its tributaries are the easterly branch of East Twin Creek above
5 the junction of Strawberry Creek and Coldwater Creek; Coldwater
6 Creek and its tributaries are the westerly branch of East Twin Creek
7 above the junction of Strawberry Creek and Coldwater Creek; Hot
8 Springs Creek and its tributaries are the lowest branch of East Twin
9 Creek. That at the time of the appropriation, as hereinafter set
10 forth, of the waters of said East Twin Creek by plaintiff's predecessors
11 in interest all of the waters of said East Twin Creek and of
12 its tributaries, except that part thereof then being used by defendant
13 Arrowhead Springs Corporation, Ltd. and its predecessors on
14 lands in Section 7, Township 1 North, Range 3 West, S.B.B. & M., and
15 on lands in Sections 11 and 12, Township 1 North, Range 4 West,
16 S.B.B. & M., above the point of plaintiff's intake, and that part
17 lost by evaporation, transpiration, seepage and other natural cause
18 flowed in a southerly direction in a natural stream to and into the
19 San Bernardino Valley, and at the time of the appropriation of the
20 right to use such water by plaintiff's predecessors in interest none
21 of said water had been appropriated, diverted, or used except by
22 said Arrowhead Springs Corporation, Ltd. and its said predecessors
23 for use upon said lands above plaintiff's point of appropriation.

24 That subsequent to the time when defendant, Arrowhead
25 Springs Corporation, Ltd., or its predecessors in interest, acquired
26 title to all the lands described in paragraph 4 below, except the
27 north half of the northwest quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 12, Town-
28 ship 1 North, Range 4 West, S.B.B. & M., plaintiff or its predecessors
29 in interest entered into and upon said East Twin Creek at about
30 one mile north of the mouth of said East Twin Creek and appropriate
31 and diverted all of the water of said stream flowing at said point.
32 and thereafter, except as hereunder provided, diverted all of the

CONFIDENTIAL

0383

1 water of said stream flowing at said point into a ditch and conduit
2 and conveyed the same away to nonriparian lands for beneficial uses
3 thereon.

4 That the point on said stream where said appropriation and
5 diversion was so made by plaintiff, or its predecessors in interest
6 was below the confluence of all of said branches of said East Twin
7 Creek and below where all of the waters of said East Twin Creek
8 watershed converge, except as diminished as aforesaid. That ever
9 since said appropriation and diversion of said stream all of the
10 waters of said stream flowing at said point have been and now are
11 taken and used for irrigation and other beneficial uses and purposes
12 by plaintiff and its predecessors in interest, and by defendants as
13 cross complainants named in paragraph 6 hereof, except as diminished
14 from time to time by the use by defendant Arrowhead Springs Corporation, Ltd. and its predecessors in interest and by natural causes
15 as aforesaid, and except that said California Consolidated Water
16 Company and its predecessors in interest have for more than five
17 years prior to the commencement of this action diverted into reservoirs and tanks and have diverted, taken and transported to Los
18 Angeles and other places for bottling purposes and other commercial
19 uses, water from said watershed adversely to said plaintiff, and to
20 all other defendants, except Arrowhead Springs Corporation, Ltd.
21

22 4. That in the year 1863 David Noble Smith, predecessor
23 in interest of defendant Arrowhead Springs Corporation, Ltd., settled on the East half of the Southeast quarter and the Southeast
24 quarter of the Northeast quarter of Section Eleven (11) and the
25 Northwest quarter of the Southwest quarter of Section Twelve (12),
26 Township 1 North, Range 4 West, S.B.B. & M., which lands were then
27 and until 1878 unsurveyed, and thereafter, on the 1st day of February,
28 1832, patent was issued therefor; that on the 3rd day of April
29 1871, pursuant to the Acts of Congress approved July 27, 1866, and
30 March 3, 1871, there was granted to Southern Pacific Railroad Company
31

CONFIDENTIAL

1 of California, predecessor in interest of defendant Arrowhead Spring
 2 Corporation, Ltd., all of Section Seven (7), Township 1 North, Range
 3 4 West, S.B.B. & M., and thereafter, on the 1st day of November, 1897
 4 patent was issued therefor (which patent contained no reservation of
 5 water rights whatsoever); that on the 3rd day of April, 1871, pur-
 6 suant to the Acts of Congress approved July 27, 1866, and March 3,
 7 1871, there was granted to Southern Pacific Railroad Company of
 8 California, predecessor in interest of defendant Arrowhead Springs
 9 Corporation, Ltd., the west half of the southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$)
 10 and the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of
 11 Section 11, Township 1 North, Range 4 West, S.B.B. & M., and there-
 12 after, on the 9th day of January, 1885, patent was issued therefor
 13 (which patent contained no reservation of water rights whatsoever);
 14 that on the 3rd day of May, 1877, A.B. Chapman and others, predeces-
 15 sors in interest of the defendant Arrowhead Springs Corporation, Ltd.
 16 made a application to the United States Land Office to purchase the
 17 following described land as timberland:
 18 The northeast quarter of the southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$),
 19 the north half of the southeast quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$) and
 20 the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$)
 of Section 12, Township 1 North, Range 4 West, S.B.B. & M.;
 21 that thereafter, on the 15th day of August, 1889, patent was issued
 22 therefor; that in the year 1880 Thomas B. Elder, predecessor in in-
 23 terest of defendant Arrowhead Springs Corporation, Ltd., entered in-
 24 to possession of the south half of the northwest quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$)
 25 and the west half of the northeast quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 12
 26 Township 1 North, Range 4 West, S.B.B. & M., and that thereafter, on
 27 the 6th day of October, 1888, patent was issued therefor; that on the
 28 29th day of October, 1891, Herbert J. Royer, predecessor in interest
 29 of the defendant, Arrowhead Springs Corporation, Ltd., entered upon
 30 the north half of the northwest quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 12,
 31 Township 1 North, Range 4 West, S.B.B. & M., and that thereafter, on
 32 the 12th day of November, 1897, patent was issued therefor; that all

CONFIDENTIAL

(0385

1 of the lands described in this paragraph are contiguous and, except
2 such portions thereof as lie outside of the watershed of East Twin
3 Creek, are bordering on and have access to, and are riparian to,
4 said East Twin Creek, and all of said lands are now the property of
5 defendant, Arrowhead Springs Corporation, Ltd., and all that portion
6 of said lands which lie within the watershed of said East Twin Creek
7 are hereinafter referred to as the Arrowhead Springs property. That
8 the whole of said land is located above plaintiff's point of ap-
9 propriation and intake.

10 That said defendant, Arrowhead Springs Corporation, Ltd.,
11 is now and it and its predecessors in interest have, for more than
12 fifty (50) years last past, been conducting and operating on said
13 Arrowhead Springs property a health and pleasure resort, consisting
14 of a hotel building, cottages, bungalows and all usual and customary
15 outbuildings, swimming pools, baths and other accessories, which es-
16 tablishment is now, and for many years last past has been, known as
17 "Arrowhead Springs Hotel", and, adversely to the said plaintiff and
18 said defendants and cross-complainants, has taken and diverted water
19 from said East Twin Creek and its tributaries above plaintiff's point
20 of diversion for use in said hotel, cottages, bungalows and out-
21 buildings for domestic purposes and for baths, swimming pools and
22 other purposes in connection therewith and for irrigation of said Ar-
23 rowhead Springs property, and has also, for more than five (5) years
24 prior to the commencement of this action, taken and diverted water
25 from said East Twin Creek and its tributaries, above plaintiff's
26 point of appropriation and diversion, for use in its steam cave bath
27 situated in Waterman Canyon adversely to the said plaintiff and de-
28 fendants and cross-complainants named in paragraph 6 hereof, and has
29 also, for more than five (5) years prior to the commencement of this
30 action, used adversely to the said plaintiff and said defendants and
31 cross-complainants, the waters of Penyugal Spring, Granite Spring and
32 other hot springs, all of which are located in Hot Springs Canyon of

CONFIDENTIAL

386

1 said Arrowhead Springs property and are tributary to Hot Springs
 2 creek, which Creek is the lowest branch of East Twin Creek, for the
 3 purpose of bottling the same and shipping the same outside of the
 4 watershed of East Twin Creek and selling the same in bottles and
 5 other containers for human consumption as mineral water, and has the
 6 right, except as limited by the provisions of paragraph (1) hereof,
 7 as such riparian owner and as appropriator and by prescription to
 8 continue so to take and use water from said East Twin Creek and its
 9 tributaries and to take and use said water on said Arrowhead Springs
 10 property for all beneficial and riparian uses and to whatever extent
 11 may be required for such uses and to take and use water from said
 12 source for use in its steam cave baths in Waterman Canyon and to take
 13 and use water from said Pennyugal Spring, Granite Spring and other hot
 14 springs and to bottle and ship the same outside of the watershed in
 15 East Twin Creek, and to sell the same in bottles and other containers
 16 for human consumption as mineral water.

17 5. That the defendant, California Consolidated Water
 18 Company, now is and it and its predecessors in interest have been en-
 19 gaged in the business of diverting water from East Twin Creek and/or
 20 its tributaries into reservoirs and tanks and from thence transport-
 21 ing the same by means of cars and other conveyances to the City of
 22 Los Angeles, where said water is bottled for domestic use and used
 23 for the manufacture of beverages and other purposes; that said defen-
 24 dant, California Consolidated Water Company, has entered in and upon
 25 the springs at the headwaters of said Strawberry Creek and developed
 26 the water at said Springs that would not naturally flow to plain-
 27 tiff's said point of diversion, and diverted the water of said
 28 springs including the water so developed into a pipe line and by
 29 means thereof conveyed a part thereof to its said tanks and reser-
 30 voirs and transported said part thereof from such tanks and reser-
 31 voirs to Los Angeles where such water has been and is now being used
 32 by said defendant in its said business. That said defendant has ex-

CONFIDENTIAL

0387

1 pended large sums of money in so developing said springs and convey
 2 ing said water, and has developed an extensive business dependant
 3 entirely upon such supply of water, and it would be inequitable to
 4 enjoin said defendant from continuing to so take and use said water
 5 that said defendant requires the use of all the water now flowing
 6 and hereafter developed and flowing from said springs tributary to
 7 said Strawberry Creek lying north of the north line of the south half
 8 of Section 31 and north of the north line of the south half of Sec-
 9 tion 32, both in Township 2 North, Range 3 West, S.E.B. & M., and, ex-
 10 cept as limited by the provisions of paragraph (1) hereof, is entitl
 11 to take and use said water; that the taking of such water will be
 12 injurious to plaintiff's right, but such injury can be compensated
 13 in damages and such damage is hereby determined to be and is the sum
 14 of twenty thousand dollars (\$20,000.00). That such diversion by
 15 defendant, California Consolidated Water Company, will not, subject
 16 to the terms of paragraph (1) hereof, impair any right of any other
 17 party hereto.

18 6. That defendants and cross-complainants, D. J. *G. C. Jeffers (and others)*
 19 Carpenter, Isabel C. Turner, J. E. Jeffers, George S. Mason, L. R.
 20 McKesson and National Thrift Company of America, were at the time of
 21 the commencement of this action and they and their successors in
 22 interest now are the owners of the right to take and use the first
 23 ten (10) inches of the flow of the water of East Twin Creek reach-
 24 ing plaintiff's point of diversion; that said ten inch right is par
 25 of the right appropriated by plaintiff's predecessors in interest;
 26 that all of said ten inches, or fraction thereof, when reaching
 27 plaintiff's point of diversion, has been diverted by plaintiff and
 28 its predecessors in interest into its pipe line and delivered to sa
 29 defendants at a diversion box at a point about one mile easterly fro
 30 plaintiff's said point of diversion, and said defendants and cross-
 31 complainants are hereby determined to be the owners of said first
 32 ten (10) inches of the flow of said creek reaching plaintiff's point

CONFIDENTIAL

of diversion and entitled to have said ten (10) inches of water reaching plaintiff's point of diversion delivered to them by plaintiff at the said diversion box, and said plaintiff shall continue to take and divert and deliver the same.

7. That the taking of such water as set forth in paragraph 5 above may be injurious to the rights of defendants and cross-complainants, D. J. Carpenter, Isabel C. Turner, J.B. Jeffers, *E. Jeffers (sister of J.B. Jeffers)*, George S. Mason, L. R. McKesson and National Thrift Company of America, unless said water from said Hot Springs Creek and said East Twin Creek be diverted at a point at or adjacent to the point of confluence of said Hot Springs Creek and East Twin Creek and from thence conveyed into plaintiff's present pipe line, the northerly terminus of which is plaintiff's diversion box located about one mile northerly from the mouth of said East Twin Creek Canyon, and that said defendants and cross-complainants are entitled to have said ten (10) inches thereof belonging to them so diverted and conveyed and delivered to them by plaintiff at the present diversion box located about one mile westerly from plaintiff's said present point of diversion.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

(a) That defendant, Arrowhead Springs Corporation, Ltd., is, subject to the provisions of subdivision (1) hereof, the owner of the right to take water from said East Twin Creek and its tributaries and to use said water upon its said Arrowhead Springs property riparian to East Twin Creek, to the extent that such water is or may be required for any beneficial or riparian use upon said property, and to use said water to the extent of five (5) miner's inches, measured under a four inch pressure, in its steam cave baths and for domestic purposes in Waterman Canyon during the period from the first day of November to the ^{first} 15th day of May of each year at all times during said period when the taking thereof will not reduce the water flowing at plaintiff's intake below ten (10)

CONFIDENTIAL

0389

inches and to use said water to the extent of one (1) miner's inch, measured under a four inch pressure, in its steam cave baths and for domestic purposes in Waterman Canyon at all other times, and is also, subject to the provisions of subdivision (1) hereof, the owner of the right to bottle and ship, out of the said East Twin Creek watershed, waters of Panyugal Spring, Granite Spring and other hot springs tributary to Hot Springs Creek, provided, however that said defendant, Arrowhead Springs Corporation, Ltd., shall not so use the waters of Hot Springs Creek, for shipment, irrigation or otherwise, as to reduce the flow of the waters of Hot Springs Creek at the point of its confluence with East Twin Creek below ten (10) miner's inches, measured under a four inch pressure, provided further, however, that no part or portion of any of the water of East Twin Creek, or any of its tributaries, except as otherwise herein provided, shall ever be taken to or used upon lands not riparian to said East Twin Creek.

(b) That defendant, California Consolidated Water Company, is, subject to the provisions of subdivision (1) hereof, the owner of the right to take, impound, divert, transport and carry away water of that certain spring known as "Indian Spring" and any and all of the water of all springs situated or obtainable in that part of East Twin Creek known as "Strawberry Creek and Canyon" and canyons lateral thereto lying north of a line drawn east and west through Sections 31 and 32, Township 2 North, Range 3 West, S.B.B. & M., coincident with the northerly line of the south half of Section 31 and the south half of Section 32, Township 2 North, Range 3 West, S.B.B. & M., and it may enter in and upon that portion of said Strawberry Creek and Canyon and lateral canyons thereto lying north of said line and develop, by means of tunnels or otherwise, any and all springs or water situated or obtainable from said area north of said line, and may take and divert all of said water flowing and to flow in and from said springs and/or obtainable in

CONFIDENTIAL

0390

1 said area into a pipe line and divert and carry the same, by and
2 through such pipe line, to tanks and reservoirs upon said Arrow-
3 head Springs property, and may take and transport the same beyond
4 and out of said watershed for bottling or other purposes or uses.

5 (c) Defendant, Arrowhead Springs Corporation, Ltd.,
6 shall at all times maintain suitable and proper septic and treat-
7 ing tanks upon its lands and shall cause all sewage to pass through
8 such septic and treating tanks and be properly treated before re-
9 turning the same to or permitting the same to return to or flow in-
10 to said East Twin Creek, and said tanks shall be so constructed
11 and located that all water flowing from said septic tanks, not used
12 on the premises, shall return and flow into said East Twin Creek
13 above plaintiff's point of diversion.

14 Defendant, Arrowhead Springs Corporation, Ltd., shall
15 also cause all water that may be diverted for use by said Arrow-
16 head Springs Corporation, Ltd., not actually consumed in the exer-
17 cise of the rights hereinbefore decreed to Arrowhead Springs
18 Corporation, Ltd., to return and flow into said East Twin Creek
19 above plaintiff's point of diversion.

20 (d) That plaintiff have and recover of and from the
21 defendant, California Consolidated Water Company, the sum of fif-
22 teen thousand dollars (\$15,000.00), and from defendant, Arrowhead
23 Springs Corporation, Ltd., the sum of five thousand dollars
24 (\$5,000.00).

25 (e) That plaintiff is the owner of the right to have all
26 the water of East Twin Creek and its tributaries which flows to
27 its said intake, subject only to the rights of defendants Arrowhead
28 Springs Corporation, Ltd., California Consolidated Water Company,
29 and defendants and cross-complainants designated in paragraph 6,
30 as herein set forth.

31 (f) Plaintiff shall have the right to enter in and upon
32 the lands of the defendant, Arrowhead Springs Corporation, Ltd.

CONFIDENTIAL

0391

and construct a diversion weir and box and submerged dam upon said East Twin Creek at a point three hundred (300) feet northerly of the confluence of Hot Springs Creek and East Twin Creek and also at the confluence of said streams and may construct a pipe line or conduit from such point to plaintiff's present diversion box and may take and divert all of the water ordinarily flowing in said East Twin Creek at such diversion point subject only to the rights of defendants Arrowhead Springs Corporation, Ltd. and California Consolidated Water Company, and defendants and cross-complainants designated in paragraph 6, as herein set forth. The right of ingress and egress for construction and maintenance of said diversion weir and box, dam and pipe line or conduit shall be exercised in such a manner as to do the least possible damage to land, improvements, plantings and natural trees and shrubbery upon said Arrowhead Springs property, and said pipe line, if constructed shall be maintained as free from leaks as possible and shall at all times have a depth of cover of at least two feet over the top of the pipe.

(g) Cross complainants, D. J. Carpenter, Isabel G. Turner *E. C. Jeffers (and herein as John Doe)* J. B. Jeffers, George S. Mason, L. R. McKesson and National Thrift Company of America, and their successors in interest, are the owners of the right to take and use the first ten (10) inches of water, or fraction thereof, reaching the point of diversion referred to in paragraph 6 hereof, and diverted by plaintiff into its pipe line from East Twin Creek and may take and divert said first ten (10) inches of water, or fraction thereof, reaching said point of diversion, from plaintiff's said pipe line at the diversion box now in place and used for such purpose.

That plaintiff shall immediately hereafter, at its own expense and cost, undertake and thereafter diligently prosecute the construction of such pipe line and such diversion dams, weirs, and boxes as may be necessary to divert and convey the water to which plaintiff and/or cross complainants are entitled hereunder

CONFIDENTIAL

0392

1 from Hot Springs Creek and East Twin Creek from a point at or
2 adjacent to the point of confluence of said Hot Springs Creek and
3 East Twin Creek to and into plaintiff's present diversion box and
4 pipe line, and said plaintiff shall complete said construction
5 work on or before the first day of May, 1932, and shall thereafter
6 maintain the same at its own expense, and shall thereafter convey
7 through said pipe line and structure at least ten (10) miner's
8 inches of said water of Hot Springs Creek and East Twin
9 Creek if that amount be flowing therein from said point at or
10 adjacent to the confluence of Hot Springs Creek and East Twin
11 Creek to and into its present diversion box and pipe line, and
12 convey such ten (10) inches thereof from thence to the point of
13 the present diversion box of plaintiff from which diversion box
14 defendant and cross-complainants are now taking their said ten (10)
15 inches of said water, it being the intent and purpose hereof that
16 said plaintiff shall deliver the first ten (10) inches of the flow
17 of East Twin Creek at plaintiff's present point of diversion or
18 the first ten (10) inches of water flowing in Hot Springs Creek
19 and East Twin Creek at their point of confluence to defendants and
20 cross-complainants at the present diversion box located at a point
21 on plaintiff's pipe line about one mile easterly from plaintiff's
22 present point of diversion.

23 (h) East of the parties hereto is perpetually enjoined
24 from taking, using or interfering with the use of the waters of
25 East Twin Creek and its tributaries except as herein decreed.

26 (i) This judgment shall not in anywise affect, amend, or
27 otherwise impair any contracts now in existence, or which may be
28 executed as of the date of this judgment, by and between defendant
29 Arrowhead Springs Corporation, Ltd. and defendant California
30 Consolidated Water Company, relating to the water of East Twin
31 Creek or any of its tributaries.

32 (j) That pursuant to said stipulation, this judgment

CONFIDENTIAL

0393

shall be final upon the entry thereof, and not subject to appeal
or review in any manner by any of the parties to said cause^{Stipulation}

(k) Each of the parties hereto shall pay its own costs.

Done in open court this 19 day of October,
1931.

J. A. Leonard
Judge.

(Endorsed)

Filed - Oct 19 1931

HARRY I. ALLISON, Clerk

By R. M. Schmidt Deputy

Received Oct 20 1931
10:47 A.
Oct 19 1931
60 12:20
HARRY I. ALLISON, Clerk
Edith Campbell Deputy

ARROWHEAD SPRINGS
ANNUAL YIELDS

HISTORICAL WATER EXTRACTION YIELDS
REPORTED TO STATE WATER RESOURCES

REPORTED IN ACRE FEET

SPRING YEAR	1/1A	2	3	7	7A	7B	7C	8	10	11	12	TOTAL AF
1996	55.8	66.6	29.7	28.8	26.3	16.8	17.6	54.3	12	10	10	327.9
1995	38.6	76.5	36.6	28.1	24	17.9	23.9	55.3	12.2	10	10	333.1
1994	52.3	61.2	17.7	33.6	29.1	17.2	18.3	59.7	13.7	10	10	322.8
1993	37.7	120.3	80.9	36.8	36	24.1	13.4	19.7	31.3	1.3	6.9	408.4
1992	26.9	76	42.3	6.1	6.6	2.8	32.9	27.5	31.3	1.3	6.9	260.6
1991	16.19	49.03	16.51	0	0	0	37.89	10.24	25.43	0.99	5.33	161.61
1990	14.48	48.72	13.43	0	0	0	36.08	5.8	24.88	0	0	143.39
1989	17.56	57.7	14.99	0	0	0	39.78	8.68	30.5	0.4	1.96	171.57
1988	19.64	63.7	18.34	0	0	0	51.46	9.18	36.08	1.61	2.94	202.95
1987	18.18	55.21	14.87	1.24	6.87	6.27	46.16	10	40.62	1.68	9.39	210.49
1986	20.03	64.23	28.78	22.56	9.9	8.29	3.91	0.81	38.91	2.99	29.93	230.34
1985	28.09	62.3	18.88	7.27	9.9	5.32	13.48	18.65	37.11	2.78	6.16	209.94
1984	26.88	78.4	24.6	0	24.6	0.4	44.2	29.1	15.3	6.4	3.7	253.58
1983	Off	99.6	96.2	Off	44.9	1.3	4.4	11.7	6.6	Off	Off	264.7
1982	13.6	58.9	25.4	Off	6.6	10.7	28.2	23.3	22.3	Off	Off	189
1981	10.02	84.16	15.01	0	4.06	18	30.04	26.1	9.02	3.62	1.81	201.84

ITEM #2
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The HYDRODYNAMICS Group
studies in mass & energy transport in the earth

December 17, 1997

Mr. Mark Evans, Esq.
The Perrier Group
777 W. Putnam Avenue
Greenwich, CT 06836

Subject: Results of Arrowhead Spring
FDA Compliance Studies

Dear Mr. Evans:

In response to your request, we have completed our hydrologic studies of the Arrowhead springs. The purpose of our studies was to establish that the Arrowhead springs are in compliance with the recent Federal Food and Drug Administration (FDA) regulations concerning spring water use. Springs studied include No.'s 2 and 3, Complex 7 and Complex 1 and 8. At your request, a copy of our study results has been forwarded to Dave Palais in your Southern California office so that he may assist you in rendering any legal opinions.

The studies concluded that the Arrowhead Springs No.'s 2 and 3, Complex 7 and Complex 1 and 8 are in compliance with the recent FDA regulations concerning spring water use. Our studies determined the following:

1. Spring tunnel No.'s 2, 3, and 7 are natural springs.
2. Springs 1 and 8 are natural springs that discharge through bore-hole developments.
3. Flow at Spring No.'s 1, 2, 3, 7, and 8 has been recorded since 1945.
4. Bore-hole 1A is in hydraulic connection to Spring No. 8.
5. Complex 7 bore-holes are in hydraulic connection to the Spring No. 7.
6. The chemical similarity of the waters between the springs and bore-holes has been verified by Piper Diagrams.

FDA Compliance Reports for these springs and spring complexes are provided under separate cover. Please call me if you have any questions.

Sincerely yours,
The HYDRODYNAMICS Group

Michael J. King

Michael J. King, C.H.G.
Principal



CONFIDENTIAL**FILE COPY**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICELytle Creek Ranger Station
Star Route, Box 100
Fontana, California 92335CERTIFIED MAIL

October 18, 1972

2720

Arrowhead & Puritas
Waters

(916) 11-29-60

Arrowhead Puritas Waters
1566 E. Washington Blvd.
Los Angeles, California 90021

Attn: Mr. Myles W. Morris

LETTER OF PERMISSION

Gentlemen:

By this letter you are directed and permitted under your 11-29-60 Special Use Permit to move your existing water transmission line for approximately 1,500 feet along the Strawberry Truck Trail. The work is to be completed on or before January 8, 1973.

The water transmission line to be relocated and to be buried in the Strawberry Truck Trail a minimum of 18 inches is that portion reviewed with you and Mr. Joe Petree on September 22, 1972 by myself, Mr. Thom Myall, and Mr. Joe Cottier.

Please submit a revised plat showing location of water transmission line as relocated.

If you have any further questions, please contact Resource Officer, Thom Myall, at the Lytle Creek Ranger Station (887-2576).

Sincerely,


EDMOND L. RICHARDSON
District Ranger

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DEPARTMENT OF
AGRICULTUREFOREST
SERVICE

Cajon R.D.

Reply To: 2720 - Special Uses

3-12-91

Subject: 2720-913 (FLUR 7285, 8-2-78), Arrowhead-Puritas

To: Files

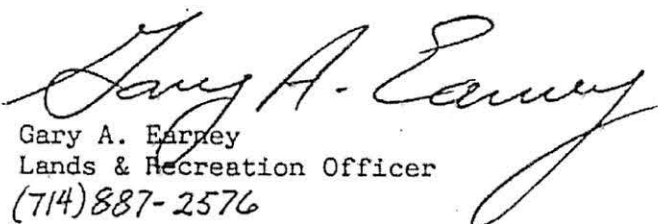
I met this afternoon with Arthur Ramirez (Perrier Group, new owners of A-P), Roger Bravo (Ron Lansing's replacement within A-P itself) and Maintenance Foreman Dick Henderson.

We reviewed a 3-12-91 written request to replace about 2500' of damaged and deteriorated pipe, per the map attached to that letter, in two separate areas designated as Area 1 and Area 2.

Area 2 is on private land. Our only concerns are three-fold: 1) that the integrity of the Forest Road (1N24, Strawberry Truck Trail) be maintained, relative to vertical and horizontal alignment, and to drainage patterns, structures and rolling dips; 2) that Southern California Gas Co. be contacted for involvement in the planning and construction due to the line they have located in the 1N24 roadbed; and 3) that any welding etc. be done under the proper permits, which should be obtained from P-36.

Area 1 is on Forest land. The pipe will be airlifted in by helicopter, and dropped off at points along the 500' of needed work in Area 1. No vegetation will be cut or cleared, the new pipe will be joined by mechanical means as opposed to welding, and all old materials will be removed within reason. Crews will be dropped off by helicopter in the small meadow immediately north of springs 10, 11 & 12 in Area 1. No helispots etc. will be cleared or established. All litter and other debris will be removed upon completion of construction. A-P will notify me of the beginning and ending dates of construction.

This activity is of a very low impact, and is covered under the maintenance provisions of A-P's Special Use Permit.



Gary A. Earney
Lands & Recreation Officer
(714) 887-2576

cc: Art Ramirez
Roger Bravo

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UNITED STATES
DEPARTMENT OF
AGRICULTURE

FOREST
SERVICE

San Bernardino
National Forest

Star Route, Box
Fontana, CA 923

2720-9
LUR 72
Arrowh

Novemt

Bill Lindop
Director, Production Operations
Arrowhead Puritas Waters, Inc.
130 West Fogg Street
Colton, CA 92324

Dear Mr. Lindop:

This letter is to bring to your attention the fine job Production Manager Ron Lansing did on the recent pipeline upgrading project in the Strawberry Creek area of the San Bernardino National Forest. The project consisted of replacing about 3,000' of pipe north of Forest Road 1N24 in Strawberry Creek itself, of removing old unused pipe that was reasonably accessible, and of extending the new line underground from the creek down 1N24 to lands owned by Campus Crusade for Christ.

During this project Ron worked well with Lands Officer Gary Earney, the Forest Service administrator of your Special Use Permit, and was sensitive to the environmental needs connected with the Creek and our road. Ron insured that the contractors attended preconstruction field reviews with him and Gary so that they would clearly understand the nature of the project and the Forest Service expectations and constraints. Ron monitored the project with Gary and insured that things went as all had initially agreed. The result is a new line securely located in the creek area with a minimum of environmental disturbance. Final inspection by Gary revealed minimal vegetative or stream disturbance, no trash or materials left behind by the contractors, removal of all reasonably accessible old pipe, excellent closure and screening of the access road leading up the creek, and a good job of returning the road surface of 1N24 to its pre-project condition.

Please extend my thanks to Ron for his fine work in helping to making this project a success.

Sincerely,



ELLIOTT GRAHAM
District Ranger

*11/21/87
Noted by Bill Lindop
cc: Ron Lansing
an excellent job
made of our
cc: Dennis Lunsford
Ron Davis
Bob W. Donough*

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RECEIVED

JUL 27 1988

Environmental Working Group Inc.
450 First Street, Suite 200
Oakland, CA 94612
415/778-1234

B.D. LINDOP

July 25, 1988

Mr. Gary A. Earney
Lands Assistant
San Bernardino National Forest
Cajon Ranger District
Star Route Box 100
Fontana, CA 92335

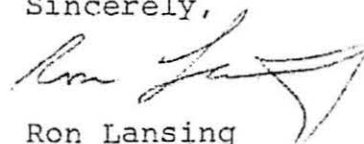
Dear Gary:

Thank you for taking the time to talk to me on the phone last week regarding our User Permit No. 7285. As we discussed this permit is due for renewal on August 1, 1988, and we were concerned that it could expire and the possible problems that could cause.

It is my understanding from our conversation that because of a heavy workload it is almost assured that you will not get the new permit completed by August and possibly not until late in the year. It is also my understanding from our conversation that all this will mean is the present permit, conditions, and fee structures will remain in place until the new permit is issued. It will not in any way jeopardize our ability to conduct "business and usual" in regards to our springs and pipeline.

I am looking foreward to our meeting with you later this year on this matter.

Sincerely,



Ron Lansing
Production Manager

RL/kmw

cc: Bill Lindop
Bob Mc Donough

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September 19, 1996

Gil Garcia
Hydrogeologist
U.S. Forest Service
1824 S. Commercenter Circle
San Bernardino, CA 92408

Re: Arrowhead #3 Spring Development

Dear Gil:

As per our meeting on Monday, September 16, 1996, enclosed for your review is the report by Dr. John Mann regarding the hydrogeological characteristic of the Arrowhead #3 spring source, and copies of the recently enacted FDA Bottled Water Regulations.

Although the Dr. Mann report was completed in 1988, to this date we have continued to monitor and record the same historical production/flow characteristics based on the interrelationship of annual precipitation and geological flow paths, as described in this report. As it relates to FDA compliance, Section 4 entitled "*Spring Water*" outlines the requirements for spring water identity.

In concurrence with Gary Earney that the proposed project is a maintenance issue, your immediate review of the above material and response will be greatly appreciated. If you have any questions please call me at (213) 888-8394.

Sincerely,

A handwritten signature in cursive script, appearing to read "Art Ramirez".

Art Ramirez
Spring Engineer

AR:mvw
enclosures

cc: Gary Earney (w/attachments)
Mike Brunett (w/J. Mann report only)
Dick Henderson (w/J. Mann report only)

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THE ARROWHEAD SPRINGS

John F. Mann, Jr.

Consulting Geologist and Hydrologist

April 1, 1988

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CONFIDENTIAL

JOHN F. MANN, JR.
CONSULTING GEOLOGIST AND HYDROLOGIST
945 REPOSADO DRIVE
LA HABRA, CALIFORNIA 90631

TELEPHONE
(213) 697-9604

April 1, 1988

Mr. Bill Lindop, Director
Production and Logistics
Arrowhead Drinking Water Co.
601 East Potrero Grande Drive
Monterey Park, California 91754

Re: Arrowhead Springs

Dear Mr. Lindop:

Attached is my report on the Arrowhead Springs in accordance with your recent request.

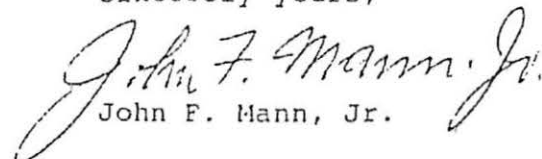
As explained in the report, these springs are directly related to heavy rains falling on the local watershed which is tributary to the springs. The rain water enters fractures in the granitic rocks and moves downward by gravity through the fracture systems to seepage areas which have been developed by tunnels and horizontal bore holes. The fracture systems feeding the springs may have short to very long flow paths, so the infiltrating water may take weeks to years to reach the spring orifices. The springs fed by the longer flow paths tend to have higher and more dependable flows.

We are now in what will most probably be the second dry year in a row, and spring flows this Summer will probably be near their minimum values. If we do not have heavy rains this Fall, the flows toward the end of 1988 will be even lower than the Summer flows, although this circumstance is unlikely.

I believe it is realistic to project a minimum flow rate of 140,000 gallons per day during August. Without significant Fall rains, a very pessimistic flow rate for December would be 119,000 gallons per day.

Thank you for the opportunity of making a detailed study of this unique and valuable spring system.

Sincerely yours,


John F. Mann, Jr.

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NOTES
ON
INDIVIDUAL
ARROWHEAD SPRINGS

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CONFIDENTIALSpring #3

This spring consists of a tunnel extending for about 70 feet into the hard, fractured granite bedrock. The tunnel is about 8 feet high and 5 feet wide. The exact dates of construction are not known, but the abandoned drilling equipment nearby suggests that the tunnel was part of the original development in 1930. No individual measurements of the flows from this tunnel prior to World War II have been found. As of April 6, 1945, the flow was recorded as 96,400 gpd. As compared with Spring #2, the flow of Spring #3 declines more abruptly after recharge events and falls to much lower amounts. From the 96,400 gpd recorded on May 1, 1945, the flow decreased to about 10,000 gpd at the end of that year. As the 1944-51 drought period progressed, there were minor increases due to moderate rainfall events, but by the end of 1948, flows had leveled off to about 6200 gpd. During 1949, which had little recharge, average flows were about 17,000 gpd. During 1950, there was a slow decline to a value below 8000 gpd in the last quarter of that year. During 1951, when rainfall was only about 50 per cent of normal, there was a slow but steady decline from about 8000 gpd to 6000 gpd. As of April 1, 1952, there was a peaking of flow at 120,000 gpd. This was related to the intense rains of mid-January and suggests a 2 1/2-month lag between heavy rainfall and the peaking of flow at Spring #3. Flows dropped sharply -- to 50,000 gpd during June and to below 9000 gpd at the end of 1952. By the early Fall of 1953, flows were below 4000 gpd. Through the dry years of 1954-57 the flows were at all times greater than 10,000 gpd, but rarely more than 20,000 gpd. During 1958, a year of high, but not especially intense rainfall, the flows of Spring #3 peaked at 42,000 gpd, but this dropped to about 19,000 gpd at the end of 1958, and remained about the same through most of 1959. Continuing dry conditions prevailed through 1960 and 1961, and flows were close to 10,000 gpd during 1960 and mostly below 8000 gpd during 1961.

Conditions were wetter in 1962, after three years of deficient rainfall. During 1962, the contrast between the recharge and draining mechanisms of Spring #2 and Spring #3 are well illustrated:

<u>Date</u>	<u>Spring #2</u>	<u>Spring #3</u>
4/2/62	58,320 gpd	26,438 gpd
4/18/62	59,487 gpd	18,662 gpd
8/22/62	46,656 gpd	18,622 gpd
12/19/62	41,990 gpd	8,554 gpd

The fractures feeding Spring #3 appear to be short and shallow, resulting in early peaks, and with quicker and more complete drainage. Spring #2 is fed by longer, deeper, and more extensive flow paths, which result in slower peaking and much slower drainage from the larger volume of tributary fractures.

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CONFIDENTIALSpring 3# (cont'd)

Flows of Spring #3 remained below 10,000 gpd until April of 1965, when 15 inches of unusually late rainfall increased the flow to 26,438 gpd. There was a gradual decline to about 6000 gpd at the end of October. There was almost 30 inches of rain during November, and on the 26th the flow peaked at over 172,000 gpd. At the same time, the flow of Spring #2 was much lower, at 117,000 gpd. During the drainage cycle which extended through October 1966, about 1.5 times as much water flowed from Spring #2 than from Spring #3, even though the peak flow of Spring #3 had been 1.5 times higher than Spring #2.

During 1967, flows at Spring #3 remained above 28,000 gpd, and during the dry year of 1968, above 10,000 gpd. During the extremely wet year of 1969, flows were 133,800 gpd during March and April but by the end of 1969 had decreased to 20,000 gpd. Spring #2, which had shown flows of 154,000 gpd in March and April was still flowing about 80,000 gpd at the end of 1969. During the summers of the dry years of 1970 and 1971, the flows leveled off below 8000 gpd. The summer of 1973 was better, with flows generally greater than 20,000 gpd. Minimum summer flows in 1974 and 1975 were 14,000 gpd and 19,000 gpd, respectively.

The drought years of 1976 and 1977 are a good test of the reliability of the summer flows from Spring #3. In 1976, the minimum summer flows were 10,000 to 11,000 gpd; in 1977, these were 9000 to 10,000 gpd.

Following the long period of steady drainage during 1976 and 1977, the heavy rains of 1978 afforded another opportunity to compare the recharge-drainage mechanism of Spring #2 vs. Spring #3:

<u>Date</u>	<u>Spring #2</u>	<u>Spring #3</u>
4/6/78	154,742 gpd	337,478 gpd
7/31/78	93,312 gpd	43,545 gpd
10/31/78	76,649 gpd	24,883 gpd
2/6/79	71,539 gpd	26,438 gpd

Note that the peak of Spring #3 was more than twice that of Spring #2. Ten months later, the flow of Spring #3 had fallen to less than 8 per cent of the peak, whereas Spring #2 was still flowing at 46 per cent of its peak. Despite some recharge during 1979, the flow of Spring #3 was down to 20,000 gpd. 1980 was a good year for Spring #3, with flows of about 50,000 gpd in August. During the very dry year of 1981, flows of Spring #3 decreased to below 10,000 in mid-Summer. Recharge in 1982 was modest, and by the end of October, flows were less than 10,000 gpd. Rains in April 1983 helped with the flows of the Summer of 1983, and in August, they were about 35,000 gpd. No such help came in 1984, and August flows were about 12,000 gpd.

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GSWA0270656

CONFIDENTIALSpring #3 (cont'd)

1985 was only slightly better with an August flow of about 14,000 gpd. There were no late rains in the Spring of 1986, and by late 1986, flows were down to 13,000 gpd. During 1987, rainfall was only about 2/3 of normal and the Summer flows of Spring #3 dropped to below 10,000 gpd. The present rainfall season of 1987-88 may be no more than 80 per cent of normal, although the possibility of April rains may result in the flows of Spring #3 in the Summer of 1988 somewhat better than those of the Summer of 1987.

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UNITED STATES
DEPARTMENT OF
AGRICULTURE

FOREST SERVICE
San Bernardino
National Forest

1209 Lytle Creek Rd.
Lytle Creek, CA 92358

2720 - 913, Irrigation
Water Transmission
FLUR 7285, 8-2-78
Arrowhead Mountain Spring
Water Company
July 2, 1993

LETTER OF AUTHORIZATION

Dear Mr. Ramirez:

This letter is in response to Arrowhead Mountain Spring Water Company's (Arrowhead) 1993 planned maintenance program on the water transmission system in the area of the wells. This letter will serve to document several items: Arrowhead's specific program objectives; project constraints; agreements made between Arrowhead and the Forest Service regarding provision of well depth and flow data; Forest Service guidelines regarding resource protection during project completion; specifications regarding the access road which crosses National Forest land to well site 8; requirements for rehabilitation, where necessary, following project completion; and a discussion of your Special Use Permit and billing procedures.

In your 4/12/93 letter, authorization was initially requested to replace deteriorated casings, valves and piping at Springs 10, 11 and 12, and, if time permitted, Springs 1 and 8. Per your 6/24/93 phone conversation with Lands Assistant Katie Clifford, you have revised your specific program objectives to include:

- redevelopment of springs 1, 7C & 8 which will require redrilling new well casings to replace the existing deteriorated casings;
- replacement of deteriorated valves and piping at springs 1, 7C and 8;
- replacement of deteriorated well casings, valves and piping at springs 10, 11 and 12 (if time permits) as 1992 rehabilitation efforts proved extensive deterioration of existing casings;
- replacement of damaged and deteriorated pipeline with pipeline of like size (3.5") between springs 10, 11 and 12 and the lower small falls;
- closure of abandoned wells to San Bernardino County specifications.

You are authorized to complete work on your planned maintenance program with the following constraints. When redrilling a well, each well must be drilled adjacent to the existing well (same direction and alignment) and may not exceed the prior well depth. No new wells may be drilled. Improvements may only be replaced "in kind" (i.e. limit diameter of replacement steel pipe/trunklines, etc. to existing or smaller diameter) to maintain the existing use. When determining well depths, a Forest Service employee will be notified and will be present on site, if possible. One well may be drilled per spring when redrilling a well casing (additional lateral lines per well may not be drilled).

In 1992, Arrowhead agreed to provide the Forest Service with the following data: 1) historical flow data per well; 2) depth of each of Arrowhead's existing wells on National Forest land in Strawberry Creek drainage. The



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FS-8200-28(7-82)

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Forest Service would like to ensure that the quantity of water removed, following project completion, is limited to the amount historically removed. Arrowhead agreed to provide the Forest Service historical flow data per well for the most recent 10 year period of active flow (consolidated from annual well reports on file with the State). This data has not yet been provided to the Forest Service. We appreciate your provision of this data as soon as possible.

Well depth data has been provided for all wells with the exception of #2 and 3 which are tunnels. Well depths for the springs planned for redevelopment/rehabilitation are: #1 = 290', 7C = 157', #8 = 83', #10 = 305', #11 = 495', #12 = 174'. Arrowhead plans to complete work on springs 1, 7C and 8 during summer and fall, 1993. Depending on the amount of time required to complete this project, additional redevelopment activity on the wells, valves and piping may occur on springs 10, 11 and 12. Equipment, supplies and crews will be flown into project sites 10-12. Crews may be dropped off in the small meadow north of the sites. Take care to ensure that the meadow/soils are not impacted from activities and that vegetation disturbance is minimized at all sites.

As the project is planned for completion during the forest fire season, please inform all employees regarding the importance of fire safety. Ensure that employees clear a 3' area to mineral soil if smoking while completing project activities. All gasoline powered equipment used in conjunction with this project must be equipped with Forest Service approved spark arresters. Welding permits will not be required as the pipe/valves will be joined by mechanical means.

Permission has already been granted to utilize a small tractor to open and grade the old road/trail leading to well site 8 to a minimal level if well 8 is rehabilitated in 1993. This work will allow access for the tractor, drill rig and supplies. Existing ground cover should remain undisturbed except where necessary to level the trail. Roadside brushing should be kept to a minimum. Gate(s) should be installed, if necessary, to control access and discourage/prevent unauthorized off-road vehicle use and vandalism to Arrowhead's improvements. If installed, the gates must be locked immediately upon passing through. Please contact Katie for approved gate location(s) and for acquisition of Forest Service locks to add to the gate locking mechanism.

Following project completion, fertilizer should be spread on exposed soil at site 8 and mixed into the top 1-2". These areas will naturally reseed with native species. The disturbed roadbed to site 8 should be leveled, seeded with native grass species, and fertilizer should be applied to encourage rapid vegetative regrowth to reduce road visibility. Waterbars/birms should be constructed (using the tractor) on steep grades to prevent erosion following road closure. All equipment, supplies, litter and old piping/materials must be removed from all project sites.

Closure of abandoned wells will meet San Bernardino County specifications. The wells will be capped after pumping the first 50' with cement. The exterior portions of the well will be removed to eliminate any visible indications of existence.

These activities are covered under the maintenance provisions of Arrowhead Mountain Spring Water Company's Special Use Permit. This letter will serve as



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GSWA0270659

FS-8200-28(7-82)

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authorization to proceed contingent upon all above information being valid. If plans change or if you have any questions, please contact Lands Assistant Katie Clifford at (909)887-2576.

You have recently requested additional information on your Special Use Permit and permit billing procedures. At the start of each calendar year, Arrowhead receives a Bill for Collection for use of National Forest land on the Cajon Ranger District, San Bernardino National Forest. This bill is the annual fee charged to Arrowhead for their Irrigation Water Transmission Pipeline (<12" diameter) Special Use Permit (#7285). This permit is issued for a right-of-way not to exceed 5 feet in width and approximately 23,020 feet in length across portions of National Forest land for maintaining water transmission lines, necessary service trails to maintain pipelines and water collection tunnels, horizontal wells and spring boxes. In 1993, the annual fee charged to Arrowhead for use of National Forest land under this permit was \$401.00. As Arrowhead has continued to pay the annual fee for this permit and has upheld Forest Service permit regulations, the permit is deemed valid until a new Special Use Permit is reissued.

I hope this has answered your questions regarding your Special Use Permit. We appreciate working with you to ensure the continued protection and maintenance of the permit area during operation on your improvements.

Sincerely,

ELLIOTT L. GRAHAM
District Ranger

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ORDER

GSWA0270660



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SINCE 1894

ARROWHEAD
MOUNTAIN SPRING WATER

Katie Clifford
Assistant Lands Officer
United States Forest Service
Lytle Creek Ranger Station
Star Route Box 100
Fontana, CA. 92336

November 17, 1992

Dear Katie:

Pursuant to our telephone conversation last week this is Arrowheads notice to the Department Of U.S. Forest Service of the proposed 3 year plan to continue maintenance, redevelopment and replacement of springs and pipeline subject to your review.

The intent of this notice is to give USFS adequate time to review the proposed work and to schedule inspection prior to the commencement of any work.

Please note that replacement of deteriorated well casing of springs 1 and 3 may be included in the 1993 plan. Also note that not all the work listed is in USFS lands.

As noted earlier in the recent work at the No. 7 springs we found that there were 14 casings in the old spring tunnel, this was far more than anyone had anticipated. These were all sealed under the inspection of the county inspector.

If you have any questions regarding our proposed plan feel free to call me at your convenience. We will continue to maintain an open and close relationship with you and USFS in order to meet both parties objectives.

Sincerely
ARROWHEAD MOUNTAIN SPRING WATER COMPANY

Art Ramirez
Western Region Project Engineer
Spring Source Management

CC: Mike Lynn
Dick Henderson
Garey Ernie, USFS Lands Officer

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SUBJECT TO PROTECTIVE
ORDER

GSWA0270661

ARROWHEAD SPRINGS
3 YEAR CAPITAL PLAN

AUGUST 10, 1992
A. RAMIREZ

1993

PROJECT OBJECTIVE

PIPELINE REPLACEMENT
(COLDWATER CANYON BYPASS)

REPLACEMENT OF AN OLD EXISTING 3.5 INCH DIA. PIPELINE WITH A 6 INCH DIA. PIPELINE.
THE OLD PIPELINE WAS LEFT IN PLACE IN 1991 TO SERVE AS A BYPASS TO HANDLE INCREASED FLOW
AND TO RELIEVE PRESSURE ON THE UP STREAM MAIN PIPELINE.
THIS SECTION IS BETWEEN COLDWATER CANYON AND THE UPPER RESERVOIRS.

PIPELINE REPLACEMENT
(LOADING STATION)

REPLACEMENT OF AN OLD EXISTING 3 INCH DIA. PIPELINE WITH A 6 INCH DIA. PIPELINE
BETWEEN THE LOWER RESERVOIRS AND THE TANKER LOADING STATION. THIS WILL IMPROVE TANKER
LOADING TIME BY 50%.

LOADING STATION PAVING

REPLACE DETERIORATED ASPHALT PAVING WITH REINFORCED CONCRETE PAVING AT THE LOADING
TANKER LOADING STATION.

SPRING DEVELOPMENT

REDEVELOPMENT OF EXISTING SPRING WELLS 10 AND 12. THIS PROJECT WILL REPLACE
DETERIORATED WELL CASINGS TO IMPROVE SPRING WATER FLOW RATES.

STORAGE TANKS

INSTALLATION OF ADDITIONAL STORAGE TANKS TO HANDLE INCREASED FLOW RATES FROM
SPRING DEVELOPMENT. 40,000 GAL. IS RECOMMENDED.

1994

PIPELINE REPLACEMENT
(STRAWBERRY CANYON)

REPLACEMENT OF AN OLD EXISTING 3.5 INCH DIA. PIPELINE WITH A 4 INCH DIA. PIPELINE
IN STRAWBERRY CANYON TO HANDLE INCREASED FLOW RATES.

PIPELINE REPLACEMENT
(RED ROCK CANYON)

REPLACEMENT OF AN OLD EXISTING 3.5 INCH DIA. PIPELINE WITH A 4 INCH DIA.
IN RED ROCK CANYON TO HANDLE INCREASED FLOW RATES FROM SPRINGS 1, 2, 3 AND 8.

SPRING DEVELOPMENT

REDEVELOPMENT OF EXISTING SPRING WELLS 1, 3, AND 8. THIS PROJECT WILL REPLACE
DETERIORATED WELL CASING TO IMPROVE SPRING WATER FLOW RATES.

MAINTENANCE SHOP

CONSTRUCT A PERMANENT PREFAB STEEL BUILDING TO SERVICE AND SUPPORT SPRING
MAINTENANCE PERSONNEL, SUPPLIES AND EQUIPMENT. THIS WILL REPLACE EXISTING MAKE SHIFT
SUBSTANDARD STRUCTURES.

1995

SPRING DEVELOPMENT

REDEVELOPMENT OF EXISTING SPRING WELLS 2 AND 4. THIS PROJECT WILL REPLACE DETERIORATED WELL
CASINGS TO IMPROVE SPRING WATER FLOW RATES.

REHAB. LOWER RESERV.

RECONSTRUCTION OF THE ORIGINAL ARROWHEAD RESERVOIRS. THIS PROJECT RECOMMENDS
THE REPLACEMENT OF THE RESERVOIRS WITH 4-20,000 GAL. TANKS.

NO. 3 LOADING STATION

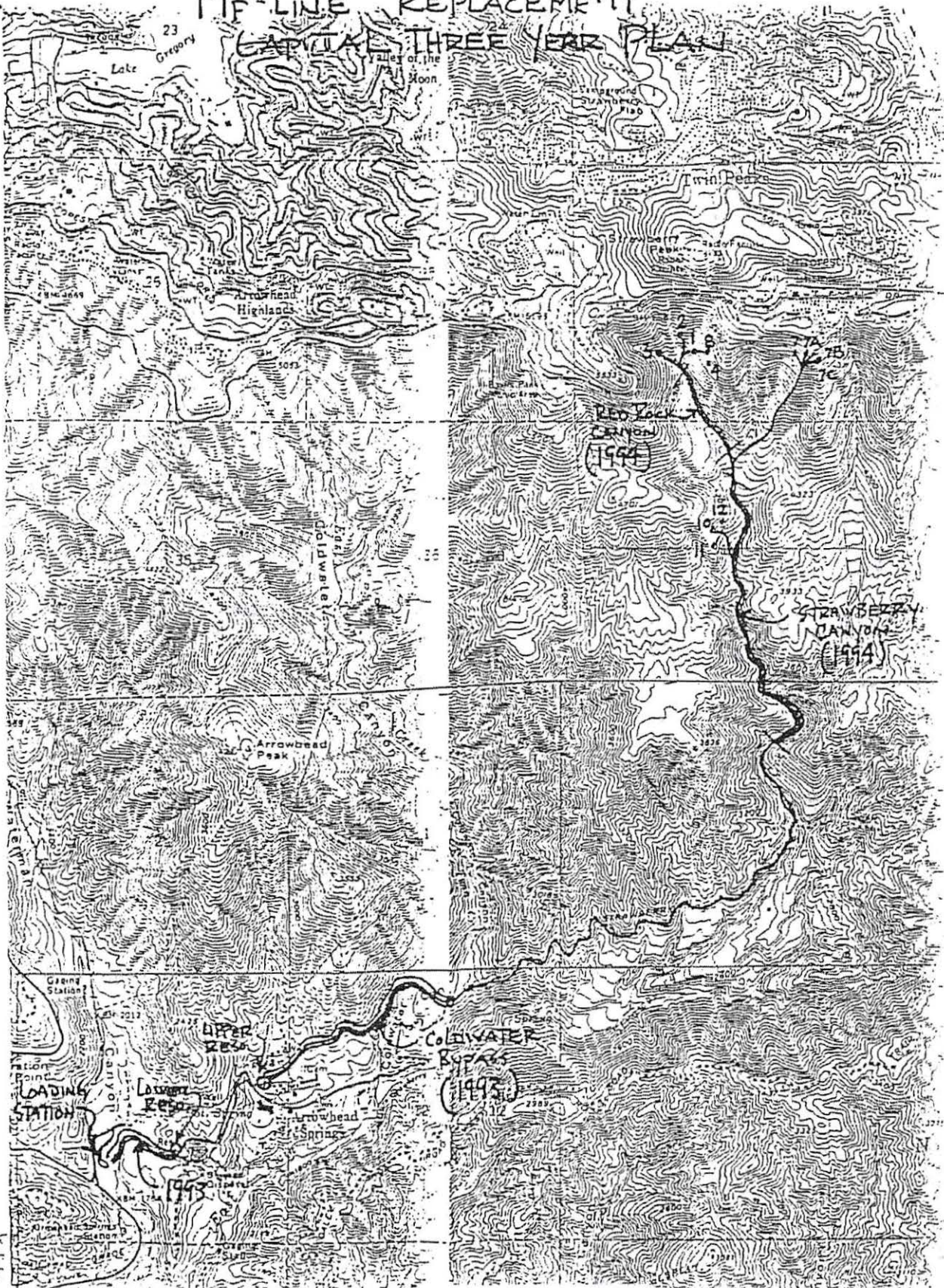
INSTALLATION OF A THIRD LOADING STATION TO IMPROVE TANKER LOADING TIME.

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PIPELINE REPLACEMENT CAPITAL THREE YEAR PLAN



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UNITED STATES
DEPARTMENT OF
AGRICULTURE

COPY 51
SERIAL 101[illegible][illegible]
$$\begin{aligned} \mathbb{E}[\mathcal{L}_\lambda(\mathbf{u}_t) | \mathcal{H}_t] &= \mathbb{E}[\mathcal{L}_\lambda(\mathbf{u}_t) | \mathcal{H}_t, \mathbf{u}_t] \\ &= \mathbb{E}[\mathcal{L}_\lambda(\mathbf{u}_t) | \mathcal{H}_t, \mathbf{u}_t, \mathbf{u}_t] \\ &= \mathbb{E}[\mathcal{L}_\lambda(\mathbf{u}_t) | \mathcal{H}_t, \mathbf{u}_t, \mathbf{u}_t] \end{aligned}$$

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Teller is to provide Arrowhead Ranger District's land about his requirements for protection. Other asked to be on our mailing list and to contact the district office regarding acquiring. The meeting will be held on Tuesday, May 17, 1960 at the Arrowhead Lullaba Camp. Highway 18 past the highway exit left Arrowhead.

The gate is right there. The road goes to the west side of the road and will have a sign for the monument and the old site. Go to the south end of it.

[illegible]

The consultant, The Mediation Institute, will provide the following services to the District:

1. Develop an initial plan, and conduct a public hearing, based on community information, and evidence to be gathered from the subject City, including the available process design, to find a mutually agreeable plan to be implemented by the City.
2. The finding numbers are scheduled to be held in a public hearing, participation and open the initial and before a public hearing, a public hearing of the public. A draft plan will be prepared, and a public hearing will be held before a final plan and map will be prepared, and a public hearing will be held to accept the final map and plan.

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Handwritten signature: Henry A. Primmer
Feb 10 1964
SALLY D. HOGAN
1000

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GWSA0270665

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E-18-92

MAIL FyI.
 CC. Mr. Bolinger
 JEFF K.
 DICK H.



UNITED STATES
 DEPARTMENT OF
 AGRICULTURE

FOREST SERVICE
 San Bernardino
 National Forest

1209 Lytle Creek Rd.
 Lytle Creek, CA 92358

Airt

2720 - 913, Irrigation
 Water Transmission
 FLUR 7285, 8-2-78
 Arrowhead Mountain Spring
 Water Company
 August 10, 1992

LETTER OF AUTHORIZATION

Dear Mr. Ramirez:

This letter is in response to Arrowhead Mountain Spring Water Company's (Arrowhead) 1992 planned maintenance program on the water transmission system in the area of the wells. This letter will serve to document several items: Arrowhead's specific program objectives; agreements made between Arrowhead and the Forest Service regarding the program, project constraints, and provision of well data; Forest Service guidelines regarding resource protection during project completion; specifications regarding the access road which crosses National Forest land to well sites 7; construction of the new valve site at 7C; and requirements for rehabilitation, where necessary, following project completion.

As per your June 11, 1992 letter, specific objectives of this program include:

- redevelopment of springs 7, 7A & 7B which will require redrilling new well casings to replace the existing deteriorated casings;
- rehabilitation of springs 10, 11, 12 by backflushing/power-flushing water with chorine or other FDA approved chemical cleansing additive (such as "clear well") to clean well casing screens;
- consolidation of all valve piping and wellheads for 7, 7A, 7B & 7C at a new enlarged valve site at the present location of valve site 7C (centralized location);
- redevelopment (redrilling) of the well casing at spring 11 if rehabilitation efforts prove extensive deterioration of the existing casing;
- replacement of all existing valves and piping at the well heads for springs 7-7C, 10-12;
- replacement of sections of pipeline (200-300') between the springs and the main pipeline with pipeline of like size (6" or less in diameter), where necessary;
- closure of abandoned wells to San Bernardino County specifications.

Based on agreements made between Arrowhead and the Forest Service at the 6/16/92 meeting, you are authorized to complete work on your planned maintenance program with the following constraints. When redrilling a well, each well must be drilled adjacent to the existing well (same direction and alignment) and may not exceed the prior well depth. No new wells may be drilled. Improvements may only be replaced "in kind" (i.e. limit diameter of replacement steel pipe/trunklines, etc. to existing or smaller diameter) to maintain the existing use. When determining well depths, a Forest Service employee will be notified and will be present on site. One well may be drilled



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per spring when redrilling a well casing (additional lateral lines per well may not be drilled).

Arrowhead agreed to provide the Forest Service with the following data: 1) historical flow data per well; 2) depth of each of Arrowhead's existing wells on National Forest land in Strawberry Creek drainage. The Forest Service would like to ensure that the quantity of water removed, following project completion, is limited to the amount historically removed. Arrowhead has agreed to provide the Forest Service historical flow data per well for the most recent 10 year period of active flow (consolidated from annual well reports on file with the State). We appreciate your provision of this data.

Well depth data had been provided for all wells with the exception of #7, 7A, 7B and 8. As per your 7/23/92 field meeting with Katie Clifford, recent tests of well depths have yielded the following information: well 7 has totally collapsed; well 7A collapsed at 94'; well 7B collapsed at 134'. Each of these three wells will be redrilled from the new 7C valve site in the direction and alignment of the respective previous wells. Overall well depths, therefore, will increase as the new valve site at 7C lies 100-150' west of the original valve sites. Please provide data on the depth of wells 7 and 8 when determined.

Arrowhead plans to complete this work during summer, 1992. Depending on the amount of time required to complete this project, additional maintenance activity may occur on the remaining springs, if necessary. Equipment, supplies and crews will be flown into the project sites. Crews may be dropped off in the small meadow north of sites 10-12 and onto the existing small cleared area near site 7. Take care to ensure that the meadow/soils in the area of sites 10-12 is not impacted from activities and that vegetation disturbance is minimized at all sites.

As the project is planned for completion during the forest fire season, please inform all employees regarding the importance of fire safety. Ensure that employees clear a 3' area to mineral soil if smoking while completing project activities. All gasoline powered equipment used in conjunction with this project must be equipped with Forest Service approved spark arresters. Welding permits will not be required as the pipe/valves will be joined by mechanical means.

Permission has already been granted to utilize Gene Nelson's small tractor to open the old road/trail leading to the well sites to a minimal level to provide access for the tractor and drill rig/supplies. The contractor has completed this work to a high level. Existing ground cover was left undisturbed except where necessary to level the trail, as agreed. Roadside brushing was kept to a minimum. As per prior agreements between the Forest Service and Arrowhead, two gates have been installed on this road (one at Hwy. 18 and the second below Hwy. 18 on the recently opened spur to sites 7) to control access and discourage/prevent unauthorized off-road vehicle use and vandalism to Arrowhead's improvements. The gates are locked immediately upon passing through. Arrowhead will replace the existing chainlink gate to site 7 with a permanent, stronger triple pipebar gate in the near future. Please contact Katie for Forest Service locks to add to your gate locking mechanisms.



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The new 7C valve site has also been leveled with the tractor. Spoils are to be piled on the flat near spring 7 and should not be compacted. Following project completion, fertilizer should be spread on the spoils and mixed into the top 1-2". This area will naturally reseed with native species. The disturbed roadbed should be leveled, seeded with native grass species, and fertilizer should be applied to encourage rapid vegetative regrowth to reduce road visibility. Waterbars/birms should be constructed (using the tractor) on steep grades to prevent erosion following road closure. All equipment/supplies, litter and old piping/materials must be removed from project sites.

Closure of abandoned wells will meet San Bernardino County specifications. The wells will be capped after pumping the first 50' with cement. The exterior portions of the well will be removed to eliminate any visible indications of existence. The concrete valve boxes at 7, 7A and 7B will be removed.

These activities are covered under the maintenance provisions of Arrowhead Mountain Spring Water Company's Special Use Permit. This letter will serve as authorization to proceed contingent upon all above information being valid. If plans change or if you have any questions, please contact Lands Officer Gary Earney or Lands Assistant Katie Clifford. We appreciate working with you to ensure the continued protection and maintenance of the permit area during operation on your improvements.

Sincerely,

Gary A. Earney
ELLIOTT L. GRAHAM
District Ranger

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ARROWHEAD
MOUNTAIN SPRING WATER

Katie Clifford
Assistant Lands Officer
United States Forest Service
Lytle Creek Ranger Station
Star Route Box 100
Fontana, CA. 92336

June 11, 1992

Dear Katie:

Enclosed are copies of specifications for the proposed Arrowhead Springs project.

The objective of this project is to redevelop springs 7, 7A and 7B due to well casing deterioration, and to rehabilitate springs 10, 11 and 12 to recover lost production caused by incrustation and/or clogging of the well casing screen.

Our intent at the no. 7's spring group is to consolidate all valves piping and wellheads in a centralized location adjacent to spring no. 7C. This will require the redrilling of new well casings to replace the deteriorated well casings of spring 7, 7A and 7B.

Although these springs have been on and off in the last several years, analytical results continue to detect high levels of iron turbidity. Particles of rusted pipe material have been found in water samples obtained from these springs.

At springs 10, 11 and 12 our plan is to clean-out the well casing screens utilizing compressed air or backwashing water under pressure with a chemical cleansing additive.

Based on analytical results from these springs, the well casing of spring 11 is also suspected to have deteriorated and may require to be redrilled or redeveloped.

All existing valves and piping at the well heads will be replaced at all the above springs. In addition pipeline between the springs and the main pipeline will also be replaced.

In regards to the grading of the forestry road to no. 7's spring site, this work will be maintained at a minimum and will only be used to move materials as needed to the work site.

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Arrowhead Mountain Spring Water Co. ■ 601 East Potrero Grande Drive ■ Monterey Park, California 91754 ■ 213 888 8000

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Katie Clifford
Assistant Lands Officer
United States Forest Service

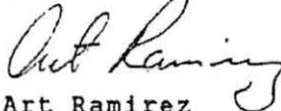
June 11, 1992

A permanent gate at the head of the forestry road appears to be the best option and will be installed during the course of the project.

If you have any questions regarding any aspect of this project or the specifications feel free to call me at your convenience.

Sincerely

ARROWHEAD MOUNTAIN SPRING WATER COMPANY



Art Ramirez
Project Engineer

cc: without attachments

Dick Henderson
Arrowhead Mountain Spring Water

Gene Nelson
Spring Water Systems

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ARROWHEAD
MOUNTAIN SPRING WATER

Mrs. Katie Clifford
Assistant Lands Officer
U.S. Forest Service
Lytle Creek Ranger Station
Star Route, Box 100
Fontana, CA 92336

July 10, 1992

RE: SPRING WELL DEPTH INVESTIGATION

Dear Katie,

On July 2 & 6 well depths were determined on Springs 7, 7A and 7B, by Gene Nelson of Spring Water Systems, and witnessed by Dick Henderson, representing Arrowhead.

The depth of each well was determined using a special made rigid metal conduit in 10 foot lengths with threaded ends, and manually pushed into each well.

In order to make a fair evaluation on the depth of each spring well, since drilling reports are not available, several assumptions were taken into account and included:

- (a) The length of the old drill rig removed at spring 7D which indicates that well casing used were 20 feet in length. This spring was drilled to 370 feet but was dry.
- (b) Well casing material prior to 1960 may have been of a more bare metal composition and highly susceptible to corrosion and may have the potential to collapse at any given point within the spring well.

Based on the above the results of the depth investigation for each of the subject springs is as follows:

SPRING 7

The depth of this spring was difficult to determine, since what appears to be well casing pipes are completely collapsed and have been capped. The investigation of this spring is inconclusive.

SPRING 7A

A sand/gravel blockage was identified at approximately 95 feet. On the basis of the 20 foot casing criteria as noted above, it can be assessed that this spring may have been drilled deeper than 100 feet. The investigation of this spring is inconclusive.

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Mrs Katie Clifford
SPRING WELL DEPTH INVESTIGATION
July 9, 1992

SPRING 7B

Similar to spring 7A a sand/gravel blockage was identified at approximately 135 feet. It can be assessed that this spring was drilled deeper than 140 feet. The investigation of this spring is inconclusive.

Since we were unable to make contact with one another prior to your vacation, at your request the depth investigation will be done in your presence.

If you have any questions on the above feel free to call me.

Sincerely

ARROWHEAD MOUNTAIN SPRING WATER COMPANY



Art Ramirez
Project Engineer - Western Region

cc; Mike Lynn
Gene Nelson
Dick Henderson

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DEPARTMENT OF
AGRICULTUREFOREST
SERVICESan Bernardino
National Forest1209 Lytle Creek Rd.
Lytle Creek, CA 92358Tom FYI
cc: M. Lyman
D. Henderson

3-17-92

2720 - 913, Irrigation
Water Transmission
FLUR 7285, 8-2-78
Arrowhead Mountain Spring
Water Company
March 10, 1992

AET

LETTER OF PERMISSION

Dear Mr. Ramirez:

This letter is in response to your 2-6-92 letter regarding Arrowhead Mountain Spring Water Company's 1992 planned maintenance program on the water transmission system in the area of the wells. As per your letter, many of the well developments have started to deteriorate and/or collapse due to age. The planned maintenance will also include replacement of valves and controls at the well heads.

As confirmed in your 3-10-92 phone conversation with Lands Assistant Katie Clifford, Arrowhead plans to complete the initial work during April and May, 1992, at sites 7, 10, 11 and 12. Depending on the amount of time required to complete the initial project, additional maintenance activity may occur on the remaining springs, if necessary. Equipment, supplies and crews will be flown into the project sites. Helispots will not be created as the crews may be dropped off in the small meadow north of sites 10-12 and onto the existing small cleared area near site 7. Take care to ensure that the meadow/soils in the area of sites 10-12 is not impacted from activities and that vegetation is not disturbed or removed.

Katie discussed with you the importance of fire safety, even though the work should be completed prior to the start of the high fire danger time period. Please ensure that employees clear a 3' area to mineral soil if smoking while completing project activities. Welding permits will not be required as the pipe/valves will be joined by mechanical means. Upon project completion, Arrowhead plans to remove all old material, equipment/supplies and litter.

These low impact activities are covered under the maintenance provisions of Arrowhead Mountain Spring Water Company's Special Use Permit. This letter will serve as authorization to proceed contingent upon all above information being valid. If plans change or if you have any questions, please contact Lands Officer Gary Earney or Lands Assistant Katie Clifford. I would like to take this time to thank you for meeting the above requirements to a high standard on past projects and for protecting and maintaining the esthetic values of the permit area during construction, operation and maintenance of your permitted improvements.

Sincerely,


ELLIOTT L. GRAHAM
District Ranger
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CONFIDENTIAL**Lawrence, Larry, ONTARIO, Manufacturing**

From: Gary A Earney [gearney@fs.fed.us]
Sent: Tuesday, November 25, 2003 11:09 AM
To: Gary A Earney; llawrence@perriergroup.com
Cc: Jason P Collier; Gilbert J Garcia; Uyen Doan; Kathie P Meyer; Robert Ota; David G Relp
Subject: Arrowhead Puritas Old Fire pipeline repair permission/conditions

Importance: High

On Tuesday, Nov 18, Jason Collier and I met with Arrowhead Puritas' (Nestle Waters) Larry Lawrence (909-974-0652), who has replaced Dave Palais as Natural Resource Manager for this area. LARRY--please note the requirement in 9 below, from my following up on the arco issues since our meeting; this requirement is critical; call me if you have any questions.

The purpose of the meeting was to discuss how Nestle will repair damage to its Strawberry Creek drainage improvements from the recent Old Fire. Currently the entire line is shut down, and it is their premier water source.

Larry said that there is almost 2 miles of burned pipe. Fire temperatures were so hot that gasketing between the pipe segments burned, contaminating the inner pipe surfaces; temperatures had to have reached over 600 degrees F to do that he said. Springs 2 & 3 hit 125 degrees when their internal temperature recorders went out. Therefore, all pipe from Hwy 18 down to Strawberry Truck Trail needs replacement, and it would be good to also replace the rest down to Campus Crusade for Christ and their tanker pickup point.

THE FOLLOWING WAS AGREED TO, RELATIVE TO PIPELINE REPLACEMENT:

1. The pipe leading from all springs to the central main line will be no larger than 3 inches in diameter. Main line piping will be no larger than 4 inches in diameter for the entire length of pipe on National Forest lands.
2. All piping will follow its current alignment, with minor shifts of 10-20 feet allowed left or right to provide a straighter alignment when needed. The intent is to have no new resource impacts (to soils, water, or plants).
3. Pipe may be anchored to rock hillsides/faces using 2 foot long stainless steel poles driven into the rock.
4. Although it is not planned, if pipe is anchored to any existing trees, protective shielding must be used around the trucks to preclude damage to the trees, and cabling must be generously loose in order to not constrict the tree growth in the future.
5. All new pipe will be welded stainless steel, so there will be no more pipe gaskets to burn out in future fires. A Forest Service Burn Permit (for welding) will be obtained prior to any welding occurring, that covers the entire operation.
6. Welding will be done from a few predetermined locations, with the completed pipe being fed downstream from those points instead of continually moving the welding operations.
7. Staging Areas (for stockpiling pipe, setting up the welding machine,

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etc) will be located at/next to spring/well numbers 2, 3, 7, and next to the 10-11-12 complex in a small meadow. The Staging Areas will be no larger than 30 feet in diameter, and will not be cleared (all veg has been burned) or leveled. If leveling is needed, a temporary level wooden platform will be erected on the ground (footings will not be buried).

8. Pipe and equipment will be helicoptered in, and no new road or trail access will need to be created.

9. NOTE--Staging areas will need to be surveyed by a qualified professional archaeologist prior to occupancy, especially the meadow area of spring/wells 10-13. However, under the emergency provisions of our Archaeological Programmatic Probationary Agreement, due to the Old Fire, the sites may be occupied and used immediately thereafter as long as such archaeologist has determined that no archaeological resources will be impacted. (Uyen, I discussed this with Gabe just now, and he agreed that it meets the emergency provisions, just as it did yesterday for the the SBCo T&FC early warning rain gauge request.)

IN ADDITION, a proper Archaeological Report will need to be completed and filed as soon after field surveys are completed as possible, and no longer than 30 days later. Front Country Ranger District Archaeologist Uyen Doan (909-887-2576, ext. 3310) will be the Forest Service contact for Nestle's archaeologist, and should be consulted with at the appropriate times.

10. All damaged or discarded pipe will be removed from the project area, and no litter or construction materials will be left on National Forest lands upon project completion.

11. All work done on Forest Road 1N24, Strawberry Truck Trail, will be coordinated with Assistant Forest Engineer Bob Ota (909-382-2606). (In talking with Bob just now, I understand that Forest Roads Supervisor Dave Relph will meet with Nestle and The Gas Company on site tomorrow to agree upon requirements for burying the new pipeline in the existing road bed, to include among other things a bury depth of no less than 36 inches, preservation or enhancement of the road's self-draining mechanisms including "rolling dips", and proper compaction upon completion of burial.)

UYEN--Jason mentioned that you initially wanted the road surveyed. As you and I just discussed on the phone, that will not need to be done due its history of having been graded at least once a year since its construction long ago, and of having had two previous major trenching operations (one for The Gas Co's. pipeline, and one for a since abandoned Arrowhead pipeline).

I understand that work will start sometime this week, and run through March 2004.

LARRY--please contact either me or Jason Collier if you have any questions or need further coordination. Please keep us advised periodically of your progress.

Gary A. Earney
San Bernardino National Forest
Special Uses Administrator
Front Country Ranger District Minerals Officer
Reserve Law Enforcement Officer #1484

Lytle Creek Ranger Station
1209 Lytle Creek Road
Lytle Creek, CA 92358

909-887-2576, ext. 3305 (FAX-8197)
email: gearney@fs.fed.us

CONFIDENTIAL**Lawrence, Larry, ONTARIO, Manufacturing**

From: Gary A Earney [gearney@fs.fed.us]
Sent: Monday, March 22, 2004 2:42 PM
To: llawrence@perriergroup.com
Cc: Kathie P Meyer; Uyen Doan; Andrew Stamps; Chris George; Lloyd Readman; John C Kennedy; Steven Goldschmidt; Cheryl L Johnson; Eric Sweetman; Ron D Hunt; Stephen Kilgore; Don Buyak; David G Relph; Gabe Garcia; Gary A Earney; Ken Harp
Subject: Nestle Waters of N. Am (Arrowhead Puritas) pioneer road permission
Importance: High

Nestle Waters of N. America (formerly Arrowhead Puritas) lost most of their pipeline in Strawberry Canyon, north of Forest Road 1N24 (Strawberry Truck Trail) in the December 25th storms. Their line originates in the bowl formed by Hwy 18's Red Rock Wall in the West and the extreme east edge of Rimforest in the east. They have asked for permission to: 1) replace the line by re-routing it up and overland in a southwesterly direction from below Red Rock Wall area on Hwy 18 (which I denied as NEPA would be needed and Nestle wants to start work now), OR 2) to re-establish it where it washed out--which I am granting subject to the conditions listed below.

Nestle will build a "pioneer road" up the bottom of Strawberry Creek, from where it crosses 1N24 (in the SE/NE Sec 6, T1N, R3W), up to the first major bedrock barrier (around the 3200 ft contour). That portion of the stream has been reduced totally to nothing but sand, cobble and boulder--all vegetation of any type has been scoured out. The road will be sufficient only for all-wheel drive rubber-tired rigs, or track laying equipment, and will be used for hauling in new pipe, and hauling out old/damaged pipe. (We did this once before, in 3-87, after a similar rainstorm "blowout".)

Uyen Doan visited the site and there are no arco concerns. Since the area has been totally scoured, there are no resource concerns other than water quality, which will be mitigated per the conditions below. Given the burned over nature of the area, there should be no fire concerns. The new pipe will be seamless stainless steel, welded on-site (STEVE/ERIC--if a welding permit is still needed, contact Project Manager Larry Lawrence at 909-974-0652, cph 714-812-4814), AND let me know you have issued one (thanks).

Work is tentatively scheduled to start Monday, March 29, Fish & Game permit timing permitting. 1N24 has been repaired in coordination with engineering in the past few weeks, at least from Hwy 18 up to Strawberry crossing.

CONDITIONS OF CONSTRUCTION AND USE:

1. Nestle will need an appropriate permit from the State Department of Fish and Game, prior to doing the work.
2. Notify me of the project start date, ahead of time, so I can advise our field patrols and our front desk receptionist.
3. The "pioneer road" will be constructed ONLY to a standard needed for the passage of all-wheel drive rubber-tired, or track-laying, equipment, and no higher; and will NOT go below Forest Road 1N24 or above the 3200 ft contour approximately where the first major bedrock intrusion occurs in the stream channel.
4. Equipment access will generally follow the path of least resistance up

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the streambed, avoiding the actual streamflow when practical.

5. If anchor cables are used to secure the new pipeline to existing trees higher up the canyon walls, metal protection plates must be placed between any live trees and cable, with enough slack in the loop for future tree growth.

6. All equipment shall free of fluid/grease leaks, and any equipment servicing or maintenance must be done on Forest Road 1N24, not in the drainage itself. In the event of any spill or discharge, the subject substance must be contained to prevent spreading, and removed as soon as possible; and the Forest Service shall be notified immediately by calling the Lytle Creek Ranger Station and asking for Gary Earney or Jason Collier, or by calling our 24-7 Dispatcher at 909-383-5651.

7. All old, damaged pipe and associated materials that will no longer be used shall be removed from National Forest land.

8. No trash/litter, construction or other debris, shall be left on National Forest lands, either in the streambed area or on 1N24, upon project completion; and the general area must be maintained in a workmanlike condition during operations.

9. Forest Road 1N24 shall be kept open during operations for the passage of administrative and emergency vehicles.

10. Upon project completion, the access created from 1N24 shall be obliterated to the extent that all motorized travel, including dirt bikes, can not pass from the road up the streambed. Such obliteration work shall appear natural to the extent reasonable, and shall be agreed to by either me or Jason prior to its creation.

11. Upon project completion, contact either me or Jason for a final site inspection and signoff.

NOTE--I reviewed the above with Larry Lawrence just now via phone, and he understood our requirements.

Gary A. Earney
San Bernardino National Forest
Special Uses Administrator
Front Country Ranger District Minerals Officer
Reserve Law Enforcement Officer #1484

Lytle Creek Ranger Station
1209 Lytle Creek Road
Lytle Creek, CA 92358

909-887-2576, ext. 3305 (FAX-8197)
email: gearney@fs.fed.us

Rights of Way

USDA Forest Service

Dear Right-of-Way Holder:

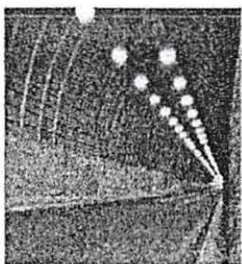
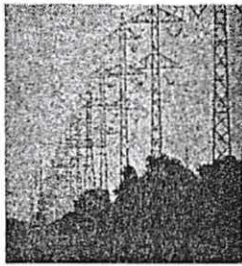
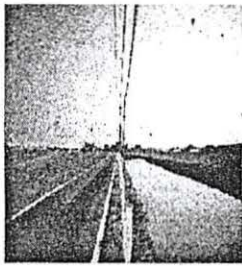
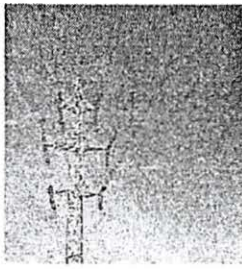
Our records indicate that you are the holder of a right-of-way authorization for a linear facility that is subject to periodic rental payments. The purpose of this mailing is to inform you of what you can expect regarding any rental payments for linear right-of-way authorizations, which may be due for 2010 through 2015, and where to go for additional information. Briefly, we want you to be aware that:

- Rental zones will adjust upward by 1.9% each year through 2015.
- Your county zone may change, effective with the 2011 fee.
- Counties may have changed rental zones on the rent schedule for 2011–2015 (either up or down) based on new average per acre land and building values published in the 2007 Census of Agriculture (Census) by the National Agricultural Statistics Service (NASS). The Census was released to the public by NASS in February 2009. These changes may affect the amount of rent payment per bill for 2011–2015 (either up or down).
- Since 1987 the Forest Service and the Bureau of Land Management (BLM) have jointly used a fee schedule listing per acre rent by county to determine annual rent for linear rights-of-way. In the Energy Policy Act of 2005, Congress required revision of that fee schedule to reflect current land values. The BLM published the revised fee schedule as a final regulation in the Federal Register on October 31, 2008. The Forest Service adopted the new schedule for 2009 fees by a notice in the Federal Register on November 10, 2008.

The following documents have been posted to the Bureau of Land Management's Internet site (<http://www.blm.gov/lr2000/rent.htm>) to assist holders in managing their rental bills for 2010 through 2015:

- The linear rent schedule for calendar years 2009–2015
- A list of counties (and other geographical areas) with their assigned per acre zone value for calendar years 2009 and 2010 (based on 2002 NASS Census data) and for calendar years 2011–2015 (based on 2007 NASS Census data)

If you have questions, please contact your forest representative.



2009 – 2015 Per Acre Rent Schedules

County Zone Number and Per Acre Zone Value	2009* Per Acre Rent (with 25% phase-in discount)	2010 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2011** Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2012 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2013 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2014 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2015 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)
Zone 1 \$250	\$5.78	\$7.85	\$8.00	\$8.15	\$8.30	\$8.46	\$8.62
Zone 2 \$500	\$11.55	\$15.69	\$15.99	\$16.30	\$16.61	\$16.92	\$17.24
Zone 3 \$1,000	\$23.10	\$31.39	\$31.99	\$32.59	\$33.21	\$33.84	\$34.49
Zone 4 \$1,500	\$34.66	\$47.08	\$47.98	\$48.89	\$49.82	\$50.76	\$51.73
Zone 5 \$2,000	\$46.21	\$62.78	\$63.97	\$65.19	\$66.42	\$67.69	\$68.97
Zone 6 \$3,000	\$69.31	\$94.17	\$95.96	\$97.78	\$99.64	\$101.53	\$103.46
Zone 7 \$5,000	\$115.52	\$156.94	\$159.93	\$162.96	\$166.06	\$169.22	\$172.43
Zone 8 \$10,000	\$231.02	\$313.89	\$319.85	\$325.93	\$332.12	\$338.43	\$344.86
Zone 9 \$20,000	\$462.05	\$627.77	\$639.70	\$651.85	\$664.24	\$676.86	\$689.72
Zone 10 \$30,000	\$693.08	\$941.66	\$959.55	\$977.78	\$996.36	\$1,015.29	\$1,034.58
Zone 11 \$50,000	\$1,155.13	\$1,569.43	\$1,599.25	\$1,629.64	\$1,660.60	\$1,692.15	\$1,724.30
Zone 12 \$100,000	\$2,310.26	\$3,138.86	\$3,198.50	\$3,259.27	\$3,321.20	\$3,384.30	\$3,448.60

*Counties are assigned to appropriate zones for calendar years 2009-2010 based upon 2002 NASS Census Data (80% of average per acre land and building value).

**Counties are re-assigned to appropriate zones for calendar years 2011-2015 based on 2007 NASS Census Data (80% of average per acre land and building value).

Adjusted 2002 and 2007 NASS Census Per Acre Land and Building (L/B) Values and Rent Schedule Zones

For Use with the 2009 through 2015 Linear Rent Schedule

Adjusted 2002 to 2007 Per Acre Land and Building (L/B) Value and Rent Schedule Zone Comparison

State	County	80% 2002 L/B values	Rent Schedule Zone 2006 - 2010	80% 2007 L/B values	Rent Schedule Zone 2011 - 2015
California	Alameda	\$2,230	6	\$3,102	7
California	Alpine	\$2,000	5	\$5,481	8
California	Amador	\$1,553	5	\$3,811	7
California	Butte	\$3,521	7	\$6,010	8
California	Calaveras	\$1,433	4	\$2,932	6
California	Colusa	\$2,109	6	\$3,183	7
California	Contra Costa	\$6,435	8	\$5,284	8
California	Del Norte	\$3,433	7	\$5,440	8
California	El Dorado	\$2,277	6	\$8,129	8
California	Fresno	\$2,890	6	\$6,342	8
California	Glenn	\$1,917	5	\$3,858	7
California	Humboldt	\$950	3	\$1,966	5
California	Imperial	\$2,381	6	\$4,232	7
California	Inyo	\$777	3	\$761	3
California	Kern	\$1,453	4	\$3,701	7
California	Kings	\$2,914	6	\$4,372	7
California	Lake	\$3,985	7	\$7,346	8
California	Lassen	\$555	3	\$1,106	4
California	Los Angeles	\$12,435	9	\$11,222	9
California	Madera	\$2,496	6	\$5,426	8
California	Marin	\$2,926	6	\$4,044	7
California	Mariposa	\$804	3	\$1,319	4
California	Mendocino	\$1,877	5	\$4,250	7
California	Merced	\$3,061	7	\$5,768	8
California	Modoc	\$554	3	\$1,167	4
California	Mono	\$1,249	4	\$2,470	6

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California	Monterey	\$2,598	6	\$3,716	7
California	Napa	\$15,480	9	\$21,698	10
California	Nevada	\$2,734	6	\$5,865	8
California	Orange	\$8,529	8	\$9,676	8
California	Placer	\$3,879	7	\$8,150	8
California	Plumas	\$818	3	\$1,465	4
California	Riverside	\$3,864	7	\$12,612	9
California	Sacramento	\$3,588	7	\$5,377	8
California	San Benito	\$1,502	5	\$2,230	6
California	San Bernardino	\$1,715	5	\$2,534	6
California	San Diego	\$6,108	8	\$15,398	9
California	San Francisco	\$25,791	10	\$365,714	12
California	San Joaquin	\$5,338	8	\$8,134	8
California	San Luis Obispo	\$2,141	6	\$3,637	7
California	San Mateo	\$4,783	7	\$7,472	8
California	Santa Barbara	\$2,947	6	\$5,665	8
California	Santa Clara	\$2,310	6	\$4,575	7
California	Santa Cruz	\$7,468	8	\$17,938	9
California	Shasta	\$1,386	4	\$2,526	6
California	Sierra	\$1,210	4	\$2,087	6
California	Siskiyou	\$1,148	4	\$2,001	5
California	Solano	\$3,067	7	\$3,947	7
California	Sonoma	\$8,846	8	\$12,710	9
California	Stanislaus	\$4,854	7	\$7,581	8
California	Sutter	\$3,251	7	\$5,247	8
California	Tehama	\$1,326	4	\$2,547	6
California	Trinity	\$511	3	\$995	3
California	Tulare	\$3,159	7	\$6,613	8
California	Tuolumne	\$1,331	4	\$2,718	6
California	Ventura	\$7,071	8	\$18,226	9
California	Yolo	\$2,916	6	\$4,368	7
California	Yuba	\$2,755	6	\$4,745	7

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United States
Department of
Agriculture

Forest
Service

San Bernardino National Forest
Front Country Ranger District

1209 Lytle Creek Road
Lytle Creek, CA 92358
909-382-2600 #3 (Voice)
909-887-8197 (FAX)

File Code: 2720

Date: March 1, 2010

Arrowhead Water
c/o John Nolan
6005 Old Waterman Canyon Rd.
San Bernardino, CA 92404

Dear Mr. Nolan,

This is in response to your recent request to remove dead & downed trees that are presently covering portions of the Arrowhead pipeline, which is under special use permit with the USDA Forest Service. Authorization to remove these trees from the pipeline and scatter the debris (do not create piles) is authorized given that no live trees will be removed and no ground disturbance will take place. A permit must be obtained through fire prevention (Steve Goldschmidt: 951-316-3606) in order to cover basic fire requirements and activity levels prior to beginning these activities.

Please notify Jason Collier at: 909-382-2869 when activity begins and ends.

Sincerely,

/s/ Gabe Garcia

GABE GARCIA
District Ranger

