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12 CITY OF SAN BUENAVENTURA

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES

15 SANTA BARBARA CHANNELKEEPER, a  
California non-profit corporation,

Case No. 19STCP01176

16 Petitioner,

Judge: Hon. William F. Highberger

17 v.

REQUEST FOR JUDICIAL NOTICE IN  
SUPPORT OF CITY OF SAN  
BUENAVENTURA'S BRIEF ON THE  
ISSUES OF FACT AND LAW FOR THE  
PHASE 1 TRIAL

18 STATE WATER RESOURCES CONTROL  
19 BOARD, etc., et al.,

[Concurrently filed with Brief On The Issues  
Of Fact And Law For The Phase 1 Trial]

20 Respondents.

21  
22  
23 CITY OF SAN BUENAVENTURA, a  
California municipal corporation,

Action Filed: Sept. 19, 2014

Trial Date: Feb. 14, 2022

24 Cross-Complainant,

25 v.

26 DUNCAN ABBOTT, an individual, et al.,

27 Cross-Defendants.  
28

1 REQUEST FOR JUDICIAL NOTICE

2 Defendant and Cross-Complainant the City of San Buenaventura (Ventura), through its  
3 attorneys of record, respectfully requests that the Court take judicial notice pursuant to Evidence  
4 Code section 452, subdivision (d) of the judgments in the following California state court matters:

- 5 1. *Orange County Water District v. City of Chino, et al.* (Sup. Ct. County of Orange,  
6 April 17, 1969, No. 117628) – attached hereto as Exhibit 1;  
7 2. *Chino Basin Municipal Water District v. City of Chino, et al.* (Sup. Ct. County of  
8 San Bernardino, January 27, 1978, No. 51010 [2012 restated version]) (including  
9 Exhibits “A” – “K”) – attached hereto as Exhibit 2<sup>1</sup>;  
10 3. *Western Municipal Water District of Riverside County, et al. v. East San*  
11 *Bernardino County Water District, et al.*, (Sup. Ct. County of Riverside, April 17,  
12 1969, No. 78426) – attached hereto as Exhibit 3.

13 Under Evidence Code section 453, this Request for Judicial Notice is conditionally  
14 mandatory and must be granted if sufficient notice is given to an adverse party and if the court is  
15 furnished with sufficient information to enable it to take judicial notice of the matter. (*People v.*  
16 *Maxwell* (1978) 78 Cal.App.3d 124, 130.) By this request, Ventura gives the Court and all parties  
17 sufficient notice and information to enable the Court to take judicial notice of the documents  
18 attached hereto and referred to by their exhibit numbers.


19 Pursuant to Evidence Code section 452, subdivision (d), judicial notice may be taken of  
20 “Records of (1) any court of this state [...]” As a result, this Court may take judicial notice of the  
21 attached Exhibit Nos. 1-3 as judgments adopting physical solutions that are relevant to this  
22 Court’s consideration of this Ventura River Watershed adjudication. (E.g., *Lockley v. Law Office*  
23 *of Cantrell, Green, Pekich, Cruz & McCort* (2001) 91 Cal.App.4th 875 [court may in its  
24 discretion take judicial notice of any court record in the United States, including any orders,  
25 findings of facts and conclusions of law, and judgments within court records].)

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28 <sup>1</sup> The signed Order Adopting Restated Judgment is attached hereto. An endorsed version of this  
Order will be supplemented once obtained.

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Dated: November 8, 2021

BEST BEST & KRIEGER LLP

By: 

SHAWN D. HAGERTY  
CHRISTOPHER MARK PISANO  
SARAH CHRISTOPHER FOLEY  
Attorneys for Respondent and Cross-  
Complainant  
CITY OF SAN BUENAVENTURA

# **EXHIBIT 1**

# **EXHIBIT 1**

FILED  
APR 17 1969

W. E. ST JOHN, County Clerk  
*EB*  
Clerk of the Superior Court, Orange County, California

ENTERED IN  
JUDGMENT BOOK

No. 262 Page 303  
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT, )  
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 Plaintiff, )  
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 v. )  
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 CITY OF CHINO, et al., )  
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 Defendants. )

CITY OF CHINO, et al., )  
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 Cross-Complainants, )  
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 v. )  
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 CITY OF ANAHEIM, et al., )  
 )  
 Cross-Defendants. )

CORONA FOOTHILL LEMON COMPANY, et al., )  
 )  
 Cross-Complainants, )  
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 v. )  
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 CITY OF ANAHEIM, et al., )  
 )  
 Cross-Defendants. )

CITY OF POMONA, a municipal corporation, )  
 )  
 Cross-Complainant, )  
 )  
 v. )  
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 CITY OF ANAHEIM, et al., )  
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 Cross-Defendants. )

No. 117628  
JUDGMENT

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1 CITY OF RIVERSIDE, et al., )  
2 Cross-Complainants, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6 \_\_\_\_\_ )  
7 BEAR VALLEY MUTUAL WATER COMPANY, et al., )  
8 Cross-Complainants, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
12 \_\_\_\_\_ )  
13 SAN BERNARDINO VALLEY MUNICIPAL WATER )  
14 DISTRICT, a municipal water district, )  
15 Cross-Complainant, )  
16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
19 \_\_\_\_\_ )  
20 EAST SAN BERNARDINO COUNTY WATER )  
21 DISTRICT, a county water district, )  
22 Cross-Complainant, )  
23 v. )  
24 CITY OF ANAHEIM, et al., )  
25 Cross-Defendants. )  
26 \_\_\_\_\_ )  
27 CITY OF SAN BERNARDINO, a municipal )  
28 corporation, )  
29 Cross-Complainant, )  
30 v. )  
31 CITY OF ANAHEIM, et al., )  
32 Cross-Defendants. )

1 CITY OF REDLANDS, a municipal corporation, )  
2 Cross-Complainant, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6 \_\_\_\_\_ )  
7 CITY OF COLTON, a municipal corporation, )  
8 Cross-Complainant, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
12 \_\_\_\_\_ )  
13 SAN BERNARDINO VALLEY WATER CONSERVATION )  
14 DISTRICT, a water conservation district, )  
15 Cross-Complainant, )  
16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
19 \_\_\_\_\_ )  
20 CITY OF RIALTO, a municipal corporation, )  
21 Cross-Complainant, )  
22 v. )  
23 CITY OF ANAHEIM, et al., )  
24 Cross-Defendants. )  
25 \_\_\_\_\_ )  
26 BIG BEAR MUNICIPAL WATER DISTRICT, a )  
27 municipal water district, )  
28 Cross-Complainant, )  
29 v. )  
30 CITY OF ANAHEIM, et al., )  
31 Cross-Defendants. )  
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EXHIBITS

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"A" -- Map entitled "Santa Ana River Watershed"

"B" -- Engineering Appendix

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1 supply of the Santa Ana River system. Sufficient information and  
2 data of a general nature are known to formulate a reasonable and  
3 just allocation as between the major hydrologic sub-areas within  
4 the watershed, and such a physical solution will allow the public  
5 agencies and water users within each such major hydrologic sub-  
6 area to proceed with orderly water resource planning and develop-  
7 ment.

8 e. Parties. Orange County Water District, Chino Basin  
9 Municipal Water District, Western Municipal Water District of  
10 Riverside County and San Bernardino Valley Municipal Water District  
11 are public districts overlying, in the aggregate, substantially all  
12 of the major areas of water use within the watershed. Said dis-  
13 tricts have the statutory power and financial resources to imple-  
14 ment a physical solution. Accordingly, dismissals have been entered  
15 as to all defendants and cross-defendants other than said four pub-  
16 lic districts.

17 f. Cooperation by Dismissed Parties. As a condition of  
18 dismissal of said defendants and cross-defendants, certain of said  
19 parties have stipulated to cooperate and support the inter-basin  
20 water quality and water management objectives of the physical solu-  
21 tion and this Judgment.

22 DECREE

23 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. Jurisdiction. The Court has jurisdiction of the subject  
25 matter of this action and of the parties herein.

26 2. Exhibits. The following exhibits are attached to this  
27 Judgment and made a part hereof.

28 (a) Exhibit A -- map entitled "Santa Ana River  
29 Watershed", showing boundaries and other relevant  
30 features of the area subject to this Judgment.

31 (b) Exhibit B -- Engineering Appendix.

32 3. Definitions. As used in this Judgment, the following

1 terms shall have the meanings herein set forth:

2 (a) OCWD -- Orange County Water District,  
3 appearing and acting individually and in a represen-  
4 tative capacity for and on behalf of all riparian,  
5 overlying and other landowners, water users and in-  
6 habitants within said District pursuant to Subdivision  
7 7 of Section 2 of the Orange County Water District Act,  
8 as amended.

9 (b) CBMWD -- Chino Basin Municipal Water District,  
10 appearing and acting pursuant to Section 71751 of the  
11 California Water Code.

12 (c) WMWD -- Western Municipal Water District of  
13 Riverside County, appearing and acting pursuant to  
14 said Section 71751.

15 (d) SBVMWD -- San Bernardino Valley Municipal Water  
16 District, appearing and acting pursuant to said Section  
17 71751.

18 (e) Upper Districts -- CBMWD, WMWD and SBVMWD.

19 (f) Upper Area -- The area on Exhibit A which lies  
20 upstream from Prado.

21 (g) Lower Area -- The area on Exhibit A which lies  
22 downstream from Prado.

23 (h) Prado -- Said term shall be synonymous with  
24 Prado Dam, a facility constructed and maintained by the  
25 United States Corps of Engineers, as shown on Exhibit A.

26 (i) Riverside Narrows -- That bedrock narrows  
27 in the Santa Ana River indicated as such on Exhibit A.

28 (j) Storm Flow -- That portion of the total sur-  
29 face flow passing a point of measurement, which orig-  
30 inates from precipitation and runoff without having  
31 first percolated to ground water storage in the zone  
32 of saturation, calculated in accordance with procedures

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referred to in Exhibit B.

(k) Base Flow -- That portion of the total surface flow passing a point of measurement, which remains after deduction of Storm Flow, and modified as follows:

(1) At Prado. Base Flow shall:

(i) include any water caused to be delivered by CBMWD or WMWD directly to OCWD, pursuant to its direction and control and not measured at the gages at Prado;

(ii) exclude any nontributary water or reclaimed sewage water purchased by OCWD and delivered into the river upstream and which subsequently passes Prado, and

(iii) exclude water salvaged from evapo-transpiration losses by OCWD on lands presently owned by it above Prado.

(2) At Riverside Narrows. Base Flow shall:

(i) include any water caused to be delivered by SBVMWD directly to CBMWD or WMWD pursuant to their direction and control, or directly to OCWD with the consent of CBMWD and WMWD and pursuant to the direction and control of OCWD, and not measured at the gage at Riverside Narrows;

(ii) exclude any nontributary water purchased by CBMWD, WMWD or OCWD and delivered into the river upstream and which subsequently passes Riverside Narrows; and

(iii) exclude any effluent discharged from the City of Riverside sewage treatment plant.

1 (l) TDS -- Total dissolved solids determined as  
2 set forth in Exhibit B.

3 (m) Water Year -- The period from October 1 to  
4 the following September 30. Where reference is made  
5 herein to "year" or "annual", such terms shall be con-  
6 strued as referring to Water Year, unless the context  
7 indicates otherwise.

8 (n) Adjusted Base Flow -- Actual Base Flow in  
9 each year adjusted for quality as provided herein-  
10 below. Compliance with the respective obligations  
11 under Paragraph 5 shall be measured by the Adjusted  
12 Base Flow.

13 4. Declaration of Rights. Substantially all of the parties  
14 to this action, whether situate in Upper Area or Lower Area have or  
15 claim rights to the use of a portion of the water supply of the  
16 Santa Ana River system. In the aggregate, water users and other  
17 entities in Lower Area have rights, as against all Upper Area  
18 claimants, to receive an average annual supply of 42,000 acre feet  
19 of Base Flow at Prado, together with the right to all Storm Flow  
20 reaching Prado Reservoir. Water users and other entities in Upper  
21 Area have rights in the aggregate, as against all Lower Area claim-  
22 ants, to divert, pump, extract, conserve, store and use all surface  
23 and ground water supplies originating within Upper Area without  
24 interference or restraint by Lower Area claimants, so long as Lower  
25 Area receives the water to which it is entitled under this Judgment,  
26 and there is compliance with all of its provisions.

27 5. Physical Solution. The Court hereby declares the  
28 following physical solution to be a fair and equitable basis for  
29 satisfaction of all said rights in the aggregate between Lower Area  
30 and Upper Area. The parties are hereby ordered and directed to  
31 comply with this Physical Solution and such compliance shall con-  
32 stitute full and complete satisfaction of the rights declared in

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD  
3 shall be responsible for the delivery of an average  
4 annual amount of Base Flow at Riverside Narrows.  
5 CBMWD and WMWD shall jointly be responsible for an  
6 average annual amount of Base Flow at Prado. Inso-  
7 far as Lower Area claimants are concerned, Upper Area  
8 water users and other entities may engage in unlimited  
9 water conservation activities, including spreading,  
10 impounding and other methods, in the area above Prado  
11 Reservoir, so long as Lower Area receives the water  
12 to which it is entitled under the Judgment and there  
13 is compliance with all of its provisions. Lower Area  
14 water users and other entities may make full conser-  
15 vation use of Prado Dam and reservoir, subject only  
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-  
18 sponsible for an average annual Adjusted Base Flow  
19 of 15,250 acre feet at Riverside Narrows. A contin-  
20 uing account, as described in Exhibit B, shall be  
21 maintained of actual Base Flow at Riverside Narrows,  
22 with all adjustments thereof and any cumulative debit  
23 or credit. Each year the obligation to provide Base  
24 Flow shall be subject to the following:

25 (1) Minimum Annual Quantities. Without  
26 regard to any cumulative credits, or any  
27 adjustment for quality for the current Water  
28 Year under subparagraph (2) hereof, SBVMWD  
29 each year shall be responsible at Riverside  
30 Narrows for not less than 13,420 acre feet of  
31 Base Flow plus one-third of any cumulative  
32 debit; provided, however, that for any year

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commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
<u>Greater than 700 ppm</u>	$Q - \frac{11}{15,250} Q (TDS-700)$
<u>600 ppm - 700 ppm</u>	$Q$
<u>Less than 600 ppm</u>	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall



1 be maintained of actual Base Flow at Prado, with all  
 2 adjustments thereof and any cumulative debit or  
 3 credit. Each year the obligation to provide Base  
 4 Flow shall be subject to the following:

5 (1) Minimum Annual Quantities. Without  
 6 regard to any cumulative credits, or any adjust-  
 7 ments for quality for the current Water Year  
 8 under subparagraph (2) hereof, CBMWD and WMWD  
 9 each year shall be responsible for not less than  
 10 37,000 acre feet of Base Flow at Prado, plus one-  
 11 third of any cumulative debit; provided, however,  
 12 that for any year commencing on or after October 1,  
 13 1986, when there is no cumulative debit, or for  
 14 any year prior to 1986 whenever the cumulative  
 15 credit exceeds 30,000 acre feet, said minimum  
 16 shall be 34,000 acre feet.

17 (2) Adjustment for Quality. The amount of  
 18 Base Flow at Prado received during any year  
 19 shall be subject to adjustment based upon the  
 20 weighted average annual TDS in Base Flow and  
 21 Storm Flow at Prado as follows:

22	If the Weighted Average	Then the Adjusted Base
23	TDS in Base Flow and	Flow shall be deter-
	Storm Flow at Prado is:	mined by the formula:
24	Greater than 800 ppm	$Q - \frac{35}{42,000} Q \text{ (TDS-800)}$
25	_____	_____
26	700 ppm - 800 ppm	Q
27	_____	_____
28	Less than 700 ppm	$Q + \frac{35}{42,000} Q \text{ (700-TDS)}$

29 Where: Q = Base Flow actually received.

30 (3) Periodic Reduction of Cumulative Debit.  
 31 At least once in ten (10) consecutive years sub-  
 32 sequent to October 1, 1976, CBMWD and WMWD shall

1 provide sufficient quantities of Base Flow at  
2 Prado to discharge completely any cumulative  
3 debits. Any cumulative credits shall remain  
4 on the books of account until used to offset  
5 any subsequent debits, or until otherwise dis-  
6 posed of by CBMWD and WMWD.

7 (d) Inter-basin Export. Upper Districts are  
8 hereby restrained and enjoined from exporting water  
9 from Lower Area to Upper Area, directly or indirectly.  
10 OCWD is enjoined and restrained from pumping, produc-  
11 ing and exporting or directly or indirectly causing  
12 water to flow from Upper to Lower Area, except as to  
13 salvage of evapo-transpiration losses, as follows:  
14 OCWD owns certain lands within and above Prado Reser-  
15 voir on which it has or claims certain rights to sal-  
16 vage evapo-transpiration losses by pumping or otherwise.  
17 Pumping for said salvage purposes shall not exceed  
18 5,000 acre feet of ground water in any water year.  
19 Only the actual net salvage, as determined by the  
20 Watermaster, shall be excluded from Base Flow.

21 (e) Inter-basin Acquisition of Rights. The  
22 acquisition by Upper Districts or other Upper Area  
23 entities of Lower Area water rights shall in no way  
24 affect or reduce Lower Area's entitlement; and the  
25 acquisition of Upper Area water rights by OCWD or  
26 other Lower Area entities shall be deemed to be in-  
27 cluded within the aggregate entitlement of Lower Area  
28 and shall not increase said entitlement.

29 (f) Effective Date. Obligations under this  
30 physical solution shall accrue from and after  
31 October 1, 1970.

32 6. Prior Adjudications. So long as SBVMWD is in

1 compliance with the terms of the physical solution herein, OCWD is  
2 enjoined and restrained from enforcing the judgments listed below  
3 against SBVMWD or any entities within or partially within SBVMWD  
4 which have stipulated to accept and adopt such physical solution.  
5 So long as WMWD and CBMWD are in compliance with the terms of the  
6 physical solution, OCWD is enjoined and restrained from enforcing  
7 the judgments listed below against WMWD and CBMWD or any entities  
8 within or partially within WMWD or CBMWD which have stipulated to  
9 accept and adopt such physical solution.

10 (a) The Irvine Company, plaintiff, Orange County  
11 Water District, intervenor, vs. San Bernardino Valley  
12 Water Conservation District, et al., defendants,  
13 U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments  
14 entered September 11, 1942 (Judgment Book 11 page 134),  
15 and recorded Book 1540 page 251 and Book 1541 page 85,  
16 Official Records of San Bernardino County.

17 (b) Orange County Water District vs. City of  
18 Riverside, et al., San Bernardino Superior Court  
19 No. 84671.

20 7. Watermaster. The Watermaster, when appointed by the  
21 Court, shall administer and enforce the provisions of this Judg-  
22 ment and the instructions and subsequent orders of this Court.

23 (a) Composition, Nomination and Appointment.  
24 The Watermaster shall consist of a committee com-  
25 posed of five (5) persons. CBMWD, WMWD and SBVMWD  
26 shall each have the right to nominate one represen-  
27 tative and OCWD shall have the right to nominate  
28 two (2) representatives to the Watermaster committee.  
29 Each such nomination shall be made in writing, served  
30 upon the other parties to the Stipulation for this  
31 Judgment and filed with the Court. Said Watermaster  
32 representatives shall be appointed by and serve at

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the pleasure of and until further order of this Court.

(b) Watermaster Determinations. Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of all members of the Watermaster Committee. In the event of failure or inability of said Watermaster Committee to reach unanimous agreement, the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court.

(c) Annual Report. The Watermaster shall report to the Court and to each party in writing not more than five (5) months after the end of each Water Year, each of the items required by Paragraph 4 of the Engineering Appendix, Exhibit B hereto, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties to the Stipulation for Judgment herein.

(d) Watermaster Service Expenses. The fees, compensation and expenses of each representative on the Watermaster shall be borne by the district which nominated such person. All other Watermaster service costs and expenses shall be borne by the parties in the following proportions:

OCWD	-	40%
CBMWD	-	20%

1 SBVMWD - 20%

2 WMWD - 20%

3 The Watermaster may from time to time in its discre-  
4 tion require advances of operating capital from the  
5 parties in said proportions.

6 8. Continuing Jurisdiction of the Court. Full jurisdic-  
7 tion, power and authority are retained and reserved by the Court  
8 for the purpose of enabling the Court, upon application of any  
9 party or of the Watermaster by motion and upon at least 30 days'  
10 notice thereof, and after hearing thereon:

11 (a) To make such further or supplemental orders  
12 or directions as may be necessary or appropriate for  
13 the construction, enforcement or carrying out of  
14 this Judgment, and

15 (b) To modify, amend or amplify any of the pro-  
16 visions of this Judgment whenever substantial changes  
17 or developments affecting the physical, hydrological  
18 or other conditions dealt with herein may, in the  
19 Court's opinion, justify or require such modification,  
20 amendment or amplification; provided, however, that  
21 no such modification, amendment or amplification shall  
22 change or alter (1) the average annual obligation of  
23 CBMWD and WMWD for delivery of 42,000 acre feet of  
24 Base Flow per year at Prado, (2) the average annual  
25 obligation of SBVMWD for delivery of 15,250 acre feet  
26 of Base Flow per year at Riverside Narrows, (3) the  
27 respective minimum Base Flows at Riverside Narrows and  
28 Prado, nor (4) the right of the parties to this Judg-  
29 ment or of those who stipulate to accept and adopt the  
30 physical solution herein to conserve or store flows.

31 9. Notices. All notices, requests, objections, reports  
32 and other papers permitted or required by the terms of this

1 Judgment shall be given or made by written document and shall be  
2 served by mail on each party and its attorney entitled to notice  
3 and where required or appropriate, on the Watermaster. For all  
4 purposes of this paragraph, the mailing address of each party and  
5 attorney entitled to notice shall be that set forth below its sig-  
6 nature in the Stipulation for Judgment, until changed as provided  
7 below. If any party or attorney for a party desires to change its  
8 designation of mailing address, it shall file a written notice of  
9 such change with the Clerk of this Court and shall serve a copy  
10 thereof by mail on the Watermaster. Upon receipt of any such  
11 notice, the Watermaster shall promptly give written notice there-  
12 of. Watermaster addresses for notice purposes shall be as speci-  
13 fied in the orders appointing each representative on the Water-  
14 master.

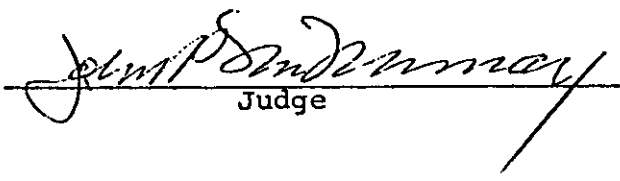
15 10. Successors. No party shall dissolve, nor shall it  
16 abandon or transfer all or substantially all of its powers or  
17 property, without first providing for its obligations under this  
18 Judgment to be assumed by a successor public agency, with the  
19 powers and resources to perform hereunder. Any such successor  
20 shall be approved by the Court after notice to all parties and an  
21 opportunity for hearing.

22 11. Future Actions. In the event that any Lower Area  
23 claimant shall in the future obtain from any court of competent  
24 jurisdiction a decree awarding to such claimant a right to receive  
25 a stated amount of water from the Upper Area for use in the Lower  
26 Area, any water delivered pursuant to such decree shall be consid-  
27 ered as part of Base Flow. In the event that the relief obtained  
28 by any such claimant is in the form of a restriction imposed upon  
29 production and the use of water in Upper Area, rather than a right  
30 to receive a stated amount of water, then notwithstanding the  
31 proviso in Paragraph 8, any Upper District may apply to the Court  
32 to modify the physical solution herein.

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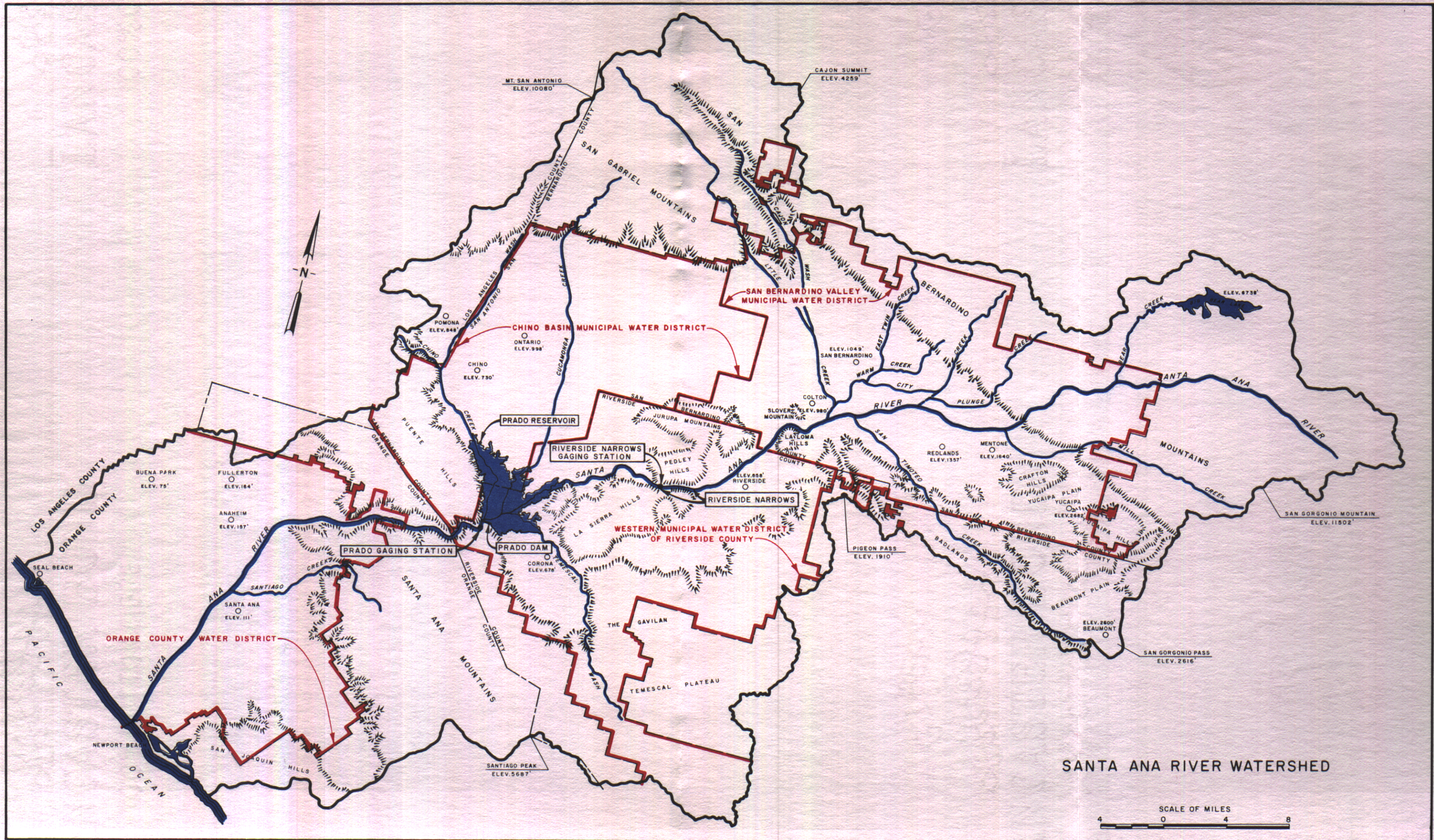
12. Costs. None of the parties shall recover any costs from any other party.

Dated: April 17, 1969

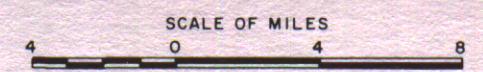
  
Judge

**MAP OF SANTA ANA RIVER WATERSHED**





SANTA ANA RIVER WATERSHED



**ENGINEERING APPENDIX**

ENGINEERING APPENDIX

The purpose of the Engineering Appendix is to establish the basis for measurements, calculations and determinations required in the operation of the physical solution.

1. Measurements.

In administering the physical solution, it will be necessary to determine the quantity and quality of stream flow and flow in pipelines or other conveyance facilities at several points along the Santa Ana River. Watermaster shall make, or obtain from United States Geological Survey (USGS), flood control districts or other entities, all measurements necessary for making the determinations required by the Judgment.

a. Change in Measuring Device or Location.

If any measuring device used or useful in making such determinations is inoperative, abandoned, changed or moved, Watermaster shall estimate the quantity that would have been measured at the station had it been operative at its original location, or may use a substitute device or location.

b. Erroneous Measurement. If Watermaster determines there is an error in any measurement or record, he may utilize his estimate in lieu of said measurement or record.

c. Preliminary Records. Watermaster may utilize preliminary records of measurement. If revisions are subsequently made in the records, Watermaster may reflect such changes in subsequent accounting.

2. Determination of Flow Components.

Since the records available only provide data on the total quantity of surface flow and since storm runoff occurs during and following periods of rainfall, Watermaster must determine what portion of total measured surface flow at Prado and at Riverside

1 Narrows is Storm Flow and what portion is Base Flow.

2 Under paragraph 3(k) of the Judgment, certain categories of  
3 water are to be included or excluded from Base Flow. As such  
4 waters may or may not be measured by the USGS gages at Prado and/or  
5 Riverside Narrows, Watermaster must make appropriate adjustments to  
6 account for the same.

7 The parties, in reaching the physical solution provided for  
8 in the Judgment, used certain procedures to separate or scalp the  
9 Storm Flow from the total measured surface flow and to determine  
10 Base Flow. These procedures are reflected in the Work Papers of  
11 the engineers, bound copies of which shall be filed with the Water-  
12 master. Watermaster shall use either the same procedures or pro-  
13 cedures which will give equivalent results, giving due considera-  
14 tion to all sources of the surface flow measured at the gages, to  
15 changes in the amounts and the proportionate contributions of each  
16 source, and to changes in location of measuring points.

17 3. Water Quality Determinations.

18 It will be necessary to determine for each water year the  
19 weighted average Total Dissolved Solids (TDS) content of the Base  
20 Flow at Riverside Narrows and of the total flow at Prado.

21 TDS shall be determined by the method set forth under "B.  
22 Filterable Residual", starting on page 245 of Standard Methods for  
23 Examination of Water and Wastewater, Twelfth Edition, 1965, Library  
24 of Congress Catalog Card No. 55-1979. The drying temperature shall  
25 be 180° centigrade. Milligrams per liter (mg/l) shall be deemed  
26 equivalent to parts per million (ppm) for purposes of the Judgment.

27 a. Procedure at Prado.

28 (1) Determinations of the electrical  
29 conductivity at 25°C. near the gaging sta-  
30 tion at Prado shall be made or obtained.

31 (2) A sufficient number of determinations  
32 of TDS of the flow at the same point shall be

1 made or obtained to provide the relationship  
2 between TDS and electrical conductivity for  
3 all rates of flow. This relationship shall be  
4 used to determine the average daily TDS weighted  
5 by flow, for each day of the year. During periods  
6 of Storm Flow, samples shall be taken at least  
7 daily.

8 (3) The annual weighted average TDS of  
9 all waters passing Prado shall be determined.  
10 Any direct deliveries or flows which are in-  
11 cluded or excluded in the definition of Base  
12 Flow as set forth in paragraph 3(k) of the Judg-  
13 ment, shall be similarly included or excluded in  
14 the calculation of the annual weighted average  
15 TDS.

16 b. Procedure at Riverside Narrows. The proced-  
17 ure to adjust Base Flow at Riverside Narrows shall  
18 be the same as that outlined in paragraph a. above,  
19 except that the annual weighted average TDS of Base  
20 Flow only is to be determined. Therefore during  
21 periods of Storm Flow, the TDS of Base Flow shall  
22 be estimated.

23 4. Accounting.

24 Utilizing the appropriate obligations set forth in the  
25 Judgment and the measurements, calculations and determinations  
26 described in this Engineering Appendix, Watermaster shall maintain  
27 a continuing account for each year of the following items.

28 a. Prado Accounting.

29 (1) Base Flow at Prado. See Paragraph 2  
30 of this Engineering Appendix and Paragraph 3(k)  
31 of the Judgment.

- 1                   (2) Annual Weighted TDS of Total Flow  
2 at Prado. See Paragraph 3a of this Engineer-  
3 ing Appendix.
- 4                   (3) Annual Adjusted Base Flow. See Para-  
5 graph 5(c)(2) of the Judgment and items (1)  
6 and (2) above.
- 7                   (4) Cumulative Adjusted Base Flow. This  
8 is the cumulation of quantities shown in item (3)  
9 above.
- 10                  (5) Cumulative Entitlement of OCWD at Prado.  
11 This is the product of 42,000 acre feet multi-  
12 plied by the number of years after October 1,  
13 1970.
- 14                  (6) Cumulative Credit or Debit. This is  
15 item (4) minus item (5).
- 16                  (7) One-third of Cumulative Debit. This is  
17 equal to one-third of any cumulative debit shown  
18 in item (6) above.
- 19                  (8) Minimum Required Base Flow in Follow-  
20 ing Year. This is the minimum quantity of Base  
21 Flow at Prado which CBMWD and WMWD must jointly  
22 cause to occur in the following year determined  
23 in accordance with paragraph 5(c)(1) of the  
24 Judgment and utilizing item (7) above.
- 25                  b. Riverside Narrows Accounting.
- 26                   (1) Base Flow at Riverside Narrows.  
27 See Paragraph 2 of this Engineering Appendix  
28 and Paragraph 3(k) of the Judgment.
- 29                   (2) Annual Weighted TDS of Base Flow at  
30 Riverside Narrows. See Paragraph 3b of this  
31 Engineering Appendix.
- 32                   (3) Annual Adjusted Base Flow. See

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Paragraph 5(b)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of CBMWD and WMWD at Riverside Narrows. This is the product of 15,250 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.

**ORDER APPOINTING WATERMASTER**



FILED  
APR 11 1969  
CLERK OF COURT  
C.B. Deputy

1 RUTAN & TUCKER  
MILFORD W. DAHL  
2 JAMES E. ERICKSON  
401 West 8th Street  
3 Santa Ana, California  
Telephone: 835-2200

4 PILLSBURY, MADISON & SUTRO  
5 JAMES MICHAEL  
WILLIAM C. MILLER  
6 ROBERT M. WESTBERG  
225 Bush Street  
7 San Francisco, California 94104

8 Attorneys for Plaintiff and  
Cross-Defendant, Orange County  
9 Water District.

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ORANGE

14 ORANGE COUNTY WATER DISTRICT,  
15 Plaintiff,  
16 vs.  
17 CITY OF CHINO, et al.,  
18 Defendants.

NO. 117628  
ORDER  
APPOINTING  
WATERMASTER

19  
20 CITY OF CHINO, et al.,  
Cross-Complainants,  
21 vs.  
22 CITY OF ANAHEIM, et al.,  
23 Cross-Defendants.  
24

25 Section 7 of the Judgment herein providing for the appoint-  
26 ment of a Watermaster, consisting of a committee composed of five  
27 persons, one of which to be nominated each by Chino Basin Muni-  
28 cipal Water District, Western Municipal Water District, San Bernar-  
29 dino Valley Municipal Water District, and two by the Orange County  
30 Water District; and

31 Such districts having made the following nominations in  
32 accordance with such provision:

1 Chino Basin Municipal  
Water District WILLIAM J. CARROLL,  
2  
3 Western Municipal Water  
District ALBERT A. WEBB,  
4 San Bernardino Valley  
Municipal Water District CLINTON HENNING,  
5  
6 Orange County Water  
District JOHN M. TOUPS,  
7 MAX BOOKMAN,

8 and GOOD CAUSE APPEARING THEREFOR;

9 IT HEREBY IS ORDERED that the following representatives to  
10 the Watermaster Committee are appointed and will serve at the  
11 pleasure of and until further order of this court, for the purpose  
12 of exercising the powers and duties of the Watermaster provided in  
13 Section 7 of such Judgment:

- 14
- 15 WILLIAM J. CARROLL
- 16 ALBERT A. WEBB
- 17 CLINTON HENNING
- 18 JOHN M. TOUPS
- 19 MAX BOOKMAN
- 20

21 DATED: April 23, 1969

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JOHN P. McMURRAY  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT DOCUMENTS**

**AGREEMENT WITH  
CITY OF SAN BERNARDINO**

RESOLUTION NO. 9753

A RESOLUTION OF THE HON. MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND THE CITY OF SAN BERNARDINO, A MUNICIPAL CORPORATION, ESTABLISHING TERMS AND PROVISIONS RELATIVE TO OVERALL SETTLEMENT OF WATER RIGHTS IN THE SANTA ANA RIVER SYSTEM

BE IT RESOLVED BY THE HON. MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION ONE: That the City of San Bernardino execute an agreement by and between the San Bernardino Valley Municipal Water District and the City of San Bernardino, a municipal corporation, establishing terms and provisions relative to overall settlement of water rights in the Santa Ana River System.

SECTION TWO: That said agreement referred to herein, a copy of which is attached hereto and marked Exhibit "A", and made a part hereof as fully as though set out at length herein, is hereby approved.

SECTION THREE: That the Mayor of the City of San Bernardino is authorized to execute said agreement on behalf of said City of San Bernardino.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a <sup>regular</sup> meeting thereof held on the 14th day of April, 1969, by the following vote, to-wit:

AYES: Granados, Legendre, Fayer, Katone, Huley, Rubin, Gregory, Alpidal  
NOES: None      ABSENT: None

Jack E. Felton  
City Clerk

The foregoing Resolution is hereby approved this 15th day of April, 1969.

Al C. B. Allard  
Mayor of the City of San Bernardino

STATE OF CALIFORNIA      )  
COUNTY OF SAN BERNARDINO    ) ss.  
CITY OF SAN BERNARDINO      )

I, Jack T. Felton, City Clerk in and for the City of San Bernardino, California, hereby certify that the foregoing Resolution No. 9753, is a full, true and correct copy of that now on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the City of San Bernardino this 15th day of April, 1969.

Jack E. Felton  
City Clerk

(SEAL)

A G R E E M E N T

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THIS AGREEMENT, made and entered into at San Bernardino, California, this 10th day of April, 1969, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, organized and existing under the Municipal Water District Act of 1911, as amended (hereinafter called "VALLEY DISTRICT"), and the CITY OF SAN BERNARDINO, a municipal corporation (hereinafter designated as "CITY"),

W I T N E S S E T H:

WHEREAS, VALLEY DISTRICT was organized and is existing to secure a water supply for lands within its boundaries, which said supply shall, in part, be furnished pursuant to a contract between VALLEY DISTRICT and the STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, which said contract bears the date of December 30, 1960, as amended November 15, 1963, September 28, 1964, and June 26, 1968; and

WHEREAS, the City is located within the boundaries of VALLEY DISTRICT and has secured a water supply by means of wells and surface diversions, and is currently delivering the same to land-owners within the CITY; and

WHEREAS, CITY'S prescriptive rights have been limited to 14,625.01 acre feet annually by court order, Superior Court of the State of California, County of San Bernardino, entitled: "ORANGE COUNTY WATER DISTRICT v. CITY OF RIVERSIDE, et al.," No. 84671; and

WHEREAS, said restriction on pumping was arrived at in Action 84671 by limiting the CITY to the highest total quantity of water which it had produced for the five consecutive years preceding the filing of the Complaint in that action; and

WHEREAS, VALLEY DISTRICT is now desirous of entering

1 into an over-all settlement of water rights in the Santa Ana River  
2 System with ORANGE COUNTY WATER DISTRICT and the other major municipi-  
3 pal districts in the watershed; The Western Municipal Water District  
4 of Riverside County and Chino Basin Municipal Water District; and

5 WHEREAS, VALLEY DISTRICT recognizes the injustice and  
6 lack of equity existing in a situation where the CITY'S pumping with-  
7 in said VALLEY DISTRICT has been curtailed and the CITY has been pre-  
8 vented in developing its water rights by pumping, although most other  
9 water users within VALLEY DISTRICT were not so limited; and

10 WHEREAS, the cooperation of said CITY is essential to the  
11 settlement with the major districts hereinabove mentioned; and

12 WHEREAS, it is essential to said settlement that the CITY  
13 continue its present method of discharging effluent.

14 NOW, THEREFORE, in consideration of the terms, covenants  
15 and agreements to be kept and performed by each of the parties here-  
16 to, IT IS AGREED AS FOLLOWS:

17 1. That the term "Prescriptive Water Right" as applied  
18 herein (with respect to the water rights of the CITY), shall refer  
19 to the CITY'S prescriptive right as of January 1, 1969, which would  
20 include the prescriptive right of the CITY as it was recognized in  
21 Action No. 484,671 and as it existed on January 1, 1964, and all  
22 rights or beneficial interests therein acquired--by agreement, pur-  
23 chase, or otherwise, and any right to produce water for land sup-  
24 plied by the CITY under a claim of overlying right, EXCEPTING ONLY  
25 those specific rights acquired by the CITY, specified in Appendix  
26 "A", attached hereto, and also EXCEPTING those leasehold rights tem-  
27 porarily acquired by the CITY. Those rights so excepted are rights  
28 which the City possesses in addition to its prescriptive right.

29 2. In the event:

30 (a) there shall be a determination by any  
31 court or water agency with jurisdiction  
32 to limit taking of water that the CITY'S

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prescriptive water right is an amount less than 22,000 acre feet; or  
(b) there shall be any determination for purposes of delivery of supplemental water by VALLEY DISTRICT that the prescriptive water right of CITY is less than 22,000 acre feet;

then VALLEY DISTRICT agrees to import, for the account of CITY, and supply to the ground water resources from which CITY'S wells take water, at no cost to CITY, water on the basis of 1 acre foot for every 2 acre feet of water discharged by said CITY in the form of effluent, up to the amount of the difference between:

- (a) 22,000 acre feet per year;
- and
- (b) the amount to which the CITY shall be limited, or, if there is no limitation, which shall be recognized in the determination.

3. If the CITY transfers or otherwise disposes of the water rights that make up the prescriptive right, then the 22,000 acre-foot figure hereinabove referred to shall be reduced by the same amount that the CITY disposes of in such sale or transfer. Transfer to a successor water agency charged with the responsibility of providing water to the citizens of the CITY, however, shall not be deemed a "Transfer" within the meaning of this section, and such water rights shall continue to be included in the total.



1           4. Any proceedings instituted in the hereinabove-  
2 mentioned Action No. 84671 shall constitute a determination  
3 within the meaning of Paragraph "2", above, if--and only if--  
4 such proceedings hereafter impose a limitation upon the taking  
5 of water by the CITY.

6           5. Said water to be imported for said CITY by VALLEY  
7 DISTRICT under this Agreement shall be of unfiltered, untreated  
8 water, of domestic quality. Delivery of said imported water by  
9 VALLEY DISTRICT to the CITY may be surface delivery by mutual  
10 agreement, and at such points and under such conditions as may be  
11 determined by mutual agreement.

12           6. VIYY agrees to continue to discharge from its sewage  
13 plants to the stream bed of the Santa Ana River at least 16,000  
14 acre feet of effluent each year in the manner presently being done  
15 for the use and benefit of VALLEY DISTRICT in meeting its obliga-  
16 tions under any agreement with downstream interests. Such ef-  
17 fluent shall not be of a lesser quality than will meet the present  
18 requirements of the Santa Ana River Regional Water Quality Control  
19 Board. Any effluent discharged under this provision shall be  
20 counted in computing VALLEY DISTRICT'S obligation under Paragraph  
21 "2", hereinabove.

22           7. Any additional effluent generated by the CITY  
23 is not covered by this Agreement, except that any such effluent  
24 which reaches the stream bed of the Santa Ana River shall not  
25 be of a lesser quality than will meet the present requirements  
26 of the Santa Ana River Basin Regional Water Quality Control  
27 Board.

28           8. In the event the ORANGE COUNTY WATER DISTRICT  
29 should seek enforcement, in any way whatsoever, of the  
30 Judgment existing in Action No. 84671, the DISTRICT agrees  
31 to defend said CITY and hold the CITY harmless from any  
32 cost or expenses, of any nature, connected to or in any way

1 related with the attempted enforcement of such action.

2 9. There is in existence a JOINT POWERS AGREEMENT  
3 dated May 26, 1959, as amended, between the DISTRICT and the  
4 CITY. In connection with that Agreement, the DISTRICT has  
5 maintained a pumping plant and pipeline. Said JOINT POWERS  
6 AGREEMENT is hereby terminated and, pursuant to its provisions,  
7 the CITY is entitled to possession of all of said pumping  
8 plants, pipelines, and appurtenances.

9 IN WITNESS WHEREOF, each public agency has caused  
10 this instrument to be executed by its respective officials  
11 theretofore duly authorized by the legislative body thereof.

12 SAN BERNARDINO VALLEY  
13 MUNICIPAL WATER DISTRICT

14 By Joseph E. Bombardieri  
15 President

CITY OF SAN BERNARDINO

By W. C. Ballou  
Mayor

16 Countersigned:

17 By Le Roy Holman  
18 Secretary

Attest:

By Jack D. Fulton  
City Clerk

19 WITNESSING DATE: June 2, 1969

WITNESSING DATE: April 14, 1969

21 WATER COMMISSION OF THE  
22 CITY OF SAN BERNARDINO

23 By [Signature]  
Chairman

24 Countersigned:

25 By Robert Strobel  
26 Secretary

27 WITNESSING  
28 DATE: April 10, 1969

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APPENDIX "A"

I. RIALTO MUTUAL WATER COMPANY

Total Stock in Company	537.5 shares
City-owned	58 shares

II. MT. VERNON MUTUAL WATER COMPANY

Total Stock in Company	500 shares
City-owned	497 shares

III. DEL ROSA MUTUAL WATER COMPANY

Total Stock in Company	4423 shares
City-owned	581 shares

IV. WEST SAN BERNARDINO COUNTY WATER DISTRICT

Perpetual water stock entitlement as a result of the Citizen's Land and Water Company being dissolved by the West San Bernardino County Water District.

V. MCFARLANE (Montecito Memorial Park Stock Exchange)

Well acquired by the City.

VI. WILLIS DAIRY

Acquired water rights by grant deed.

**AGREEMENT WITH  
CITY OF COLTON**

RECEIVED  
JUL 26 AM 8:46  
S.B.V.M.W.D.

CITY OF COLTON

DEPARTMENT OF PUBLIC WORKS

10 North La Cadena Drive • Colton, California 92324 • Telephone (909) 825-3110, Ext. 31

TRANSMITTAL FORM

TO: San Bernardino Valley Municipal Water Dist. Date: June 23, 1972

P. O. Box 5906

Re: Agreement in connection with Orange

San Bernardino, California 92408

County Water District litigation

Attention: Mr. James W. Dilworth  
General Counsel

We transmit to you:  Separately  Enclosed

The following: One fully executed copy of agreement between San Bernardino Valley Water District and City of Colton, along with certified copy of Resolution No. 3248 accepting agreement and authorizing signature.

- Per your request
- For your use
- For checking
- For approval
- Approved
- Approved as noted
- Returned for correction

Remarks:

SEE SBVMWD  
ORIG. DOCUMENT FILE

COPIES TO	BACON	<input type="checkbox"/>
	BLAYER	<input type="checkbox"/>
	BRYDEN	<input type="checkbox"/>
	CHANDLER	<input type="checkbox"/>
	DILWORTH	<input type="checkbox"/>
	FLETCHER	<input checked="" type="checkbox"/>
	KING	<input checked="" type="checkbox"/>
	RILTER	<input type="checkbox"/>
	DIRECTORS	<input type="checkbox"/>
	AGENDA	<input type="checkbox"/>
	READING FILE	<input type="checkbox"/>

CITY OF COLTON  
Department of Public Works

By DANIEL H BURNETT JR  
Director of Public Works

AGREEMENT

THIS AGREEMENT, made and entered into at San Bernardino, California, this 20th day of June, 1972, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, organized and existing under the Municipal Water District Act of 1911, as amended (hereinafter called "VALLEY DISTRICT"), and the CITY OF COLTON, a municipal corporation (hereinafter designated as "CITY"),

WITNESSETH:

WHEREAS, VALLEY DISTRICT was organized and is existing to secure a water supply for lands within its boundaries, which said supply shall, in part, be furnished pursuant to a contract between VALLEY DISTRICT and the STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, which said contract bears the date of December 30, 1960, as amended November 15, 1963, September 28, 1964, June 26, 1968, December 31, 1969, December 31, 1970; and December 27, 1971, and

WHEREAS, the City is located within the boundaries of VALLEY DISTRICT and has secured a water supply by means of wells and surface diversions, and is currently delivering the same to landowners within the CITY; and

WHEREAS, CITY'S prescriptive rights have been limited to 4,412 acre feet annually by court order, Superior Court of the State of California, County of San Bernardino, entitled: "ORANGE COUNTY WATER DISTRICT v. CITY OF RIVERSIDE, et al.," No. 84671; and

WHEREAS, said restriction on pumping was arrived at in Action 84671 by limiting the CITY to the highest total quantity of water which it had produced for the five consecutive years preceding the filing of the Complaint in that action; and

WHEREAS, VALLEY DISTRICT has now entered into an over-all settlement of water rights in the Santa Ana River System with ORANGE COUNTY WATER DISTRICT and the other major municipal districts in the watershed; the Western Municipal Water District in Riverside County and Chino Basin Municipal Water District; and

WHEREAS, VALLEY DISTRICT recognized the injustice and lack of equity existing in a situation where the CITY'S pumping within said VALLEY DISTRICT has been curtailed and the CITY has been prevented in developing its water rights by pumping; although most other water users within VALLEY DISTRICT were not so limited; and

WHEREAS, VALLEY DISTRICT declared its willingness to enter into an agreement with said CITY at the time of settlement with the major districts hereinabove mentioned; and

WHEREAS, it is desirable under the terms of said settlement that the CITY continue its present method of discharging effluent.

NOW, THEREFORE, in consideration of the terms, covenants and agreements to be kept and performed by each of the parties hereto, IT IS AGREED AS FOLLOWS:

1. That the term "prescriptive Water Right" as applied herein (with respect to the water rights of the CITY), shall refer to the CITY'S prescriptive right as of January 1, 1969, which would include the prescriptive right of the CITY as it was recognized in Action No. 84671 and as it existed on January 1, 1964, and all rights or beneficial interests therein acquired -- by agreement, purchase or otherwise, and any right to produce water for land supplied by the CITY under a claim of overlying right, and the Barnhill Well right, EXCEPTING ONLY those specific rights acquired by the CITY, specified in Appendix "A", attached hereto, and also EXCEPTING those leasehold rights temporarily acquired by the CITY. Those rights so excepted are

rights which the City possesses in addition to its prescriptive right.

2. In the event:

- (a) there shall be a determination by any court or water agency with jurisdiction to limit taking of water that the CITY'S prescriptive water right is an amount less than 4,800 acre feet; or
- (b) There shall be any determination for purposes of delivery of supplemental water by VALLEY DISTRICT that the prescriptive water right of CITY is less than 4,800 acre feet;

then VALLEY DISTRICT agrees to import, for the account of CITY, and supply to the ground water resources from which CITY'S wells take water, at no cost to CITY, water on the basis of 1 acre foot for every 2 acre feet of water discharged by said CITY in the form of effluent for irrigation use on lands overlying the Rialto-Colton Basin or directly into the Santa Ana River, up to the amount of the difference between:

- (a) 4,800 acre feet per year;
- and
- (b) the amount to which the CITY shall be limited, or, if there is no limitation, which shall be recognized in the determination.

3. If the CITY transfers or otherwise disposes of the water rights that make up the prescriptive right, then the 4,800 acre-foot figure hereinabove referred to shall be reduced by the same amount



that the CITY disposes of in such sale or transfer. Transfer to a successor water agency charged with the responsibility of providing water to the citizens of the CITY, however, shall not be deemed a "Transfer" within the meaning of this section, and such water rights shall continue to be included in the total.

4. Any proceedings instituted in the hereinabove-mentioned Action No. 84671 shall constitute a determination within the meaning of Paragraph "2", above, if--and only if--such proceedings hereafter impose a limitation upon the taking of water by the CITY.

5. Said water to be imported for said CITY by VALLEY DISTRICT under this Agreement shall be of unfiltered, untreated water, of domestic quality. Delivery of said imported water by VALLEY DISTRICT to the CITY may be surface delivered by mutual agreement, and at such points and under such conditions as may be determined by mutual agreement.

6. CITY agrees to continue to discharge from its sewage works into the stream bed of the Santa Ana River or for irrigation use on the adjoining land overlying the Colton Basin at least 2,450 acre feet of effluent each year in the manner presently being done for the use and benefit of VALLEY DISTRICT in meeting its obligations under any agreement with downstream interests. Such effluent shall not be of a lesser quality than will meet the present requirements of the Santa Ana River Regional Water Quality Control Board. Any effluent discharged under this provision shall be counted in computing VALLEY DISTRICT'S obligation under Paragraph "2", hereinabove.

7. Any additional effluent generated by the CITY is not covered by this Agreement, except that any such effluent which reaches the stream bed of the Santa Ana River shall not be of a lesser quality than will meet the present requirements of the Santa Ana River

Basin Regional Water Quality Control Board.

8. In the event the ORANGE COUNTY WATER DISTRICT should seek enforcement, in any way whatsoever, of the Judgment existing in Action No. 84671, the DISTRICT agrees to defend said CITY and hold the CITY harmless from any cost or expenses, of any nature, connected to or in any way related with the attempted enforcement of such action.

IN WITNESS WHEREOF, each public agency has caused this instrument to be executed by its respective officials theretofore duly authorized by the legislative body thereof.

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

CITY OF COLTON

By Joseph E. Brundage  
President  
Countersigned:

By Albert L. Bell  
Mayor  
Attest:

By LeRoy Williams  
Secretary

By Helen A. Ramos  
City Clerk

WITNESSING  
DATE: June 5, 1972

WITNESSING  
DATE: June 20, 1972

APPENDIX "A"

1. La Sierra Water Co.

Total Stock in Company 10,000.00 shares

City-owned 1,321.36 shares

II. Indian Knoll Farm and Dairy Rights

Right to receive water from the  
Gage Canal pursuant to an Agreement  
with the Indian Knoll Farm and Dairy,  
a partnership, entered into in April, 1966.

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RESOLUTION NO. 3248

BE IT RESOLVED by the City Council of the City of Colton that the Water Agreement by and between San Bernardino Valley Municipal Water District and the City of Colton in connection with the Orange County Water District litigation is hereby accepted.

BE IT FURTHER RESOLVED by the City Council of the City of Colton that the Mayor and City Clerk be and they are hereby authorized to sign, for and on behalf of the City of Colton the said Agreement.

PASSED, ADOPTED and APPROVED this 20th day of June, 1972.



ABE E. BELTRAN  
Mayor

ATTEST:



HELEN A. RAMOS  
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council at a regular meeting of the City Council held on the 20th day of June, 1972, by the following vote, to-wit:

AYES: Councilmen Huntoon, Spragins, Beltran, Fuchs, Gonzales

NOES: None

ABSENT: None



HELEN A. RAMOS  
City Clerk

**WESTERN MUNICIPAL DOCUMENTS**

**AGREEMENTS**

**AGREEMENT WITH**  
**CHINO BASIN MUNICIPAL WATER DISTRICT**

CBMWD -- WMWD AGREEMENT  
RE SATISFACTION OF JOINT OBLIGATION  
PRADO SETTLEMENT

THIS AGREEMENT is made and entered into as of this 2<sup>nd</sup> day of October, 1968, by and between CHINO BASIN MUNICIPAL WATER DISTRICT (herein called "CBMWD") and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (herein called "WMWD").

RECITALS

(a) Concurrently with the execution of this agreement, a stipulation for judgment has been executed terminating the stream system adjudication in the matter of Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628 (herein called the "Case"). Said stipulated judgment includes a physical solution whereby CBMWD and WMWD undertake an obligation to assure a certain Base Flow at Prado, subject to appropriate adjustments. Said physical solution is herein called the "Prado Settlement".

(b) The obligation of CBMWD and WMWD under the Prado Settlement for the delivery of Base Flow at Prado is a joint obligation, the risks of which will be minimized by the guarantee by each party to this agreement that it will deliver certain quantities of water to the river above Prado. CBMWD's contribution will enter the river from the north out of Chino Ground Water Basin and WMWD's contribution will

enter from the east through Riverside Narrows and from the south out of Corona Basin.

(c) It is the purpose of this agreement to define and specify the rights and obligations of the parties, inter se, insofar as satisfaction of said joint obligation under the Prado Settlement is concerned.

#### COVENANTS

NOW THEREFORE, IN CONSIDERATION of the premises and of the covenants hereinafter contained, the parties agree as follows:

1. Definitions. All terms specially defined in said stipulated judgment in the Case are used in this agreement in the context of said judgment. In addition, the following terms shall have the meanings herein set forth:

a. Primary Contribution -- refers to the obligation of each party hereto to cause to be delivered to the Santa Ana River, or vicinity, a quantity of water as hereinafter set forth. Such Primary Contribution shall not include the rising water at Riverside Narrows, underflow from Chino or Corona Ground Water Basins, or the quantity of effluent from the Jurupa Community Services District sewage treatment plant.

b. Adjusted Primary Contribution -- refers to the Primary Contribution actually delivered,



adjusted for quality pursuant to paragraph 3a,  
3b and 3c hereof.

c. Place names -- shall refer to locations  
as shown on the map entitled "Santa Ana River,  
Riverside Narrows to Prado", attached hereto as  
Exhibit A.

2. Source and Nature of Primary Contributions. It  
is presently contemplated that the source of Primary Con-  
tributions will be effluent from municipal sewage treat-  
ment facilities within each district's corporate boundaries.  
In the case of CBMWD, it is intended that said water will  
include effluent from the treatment facilities serving the  
cities of Ontario, Upland, Fontana, Montclair and Chino, and  
Cucamonga County Water District, as well as any new municipal  
sewage treatment facilities which may hereafter be estab-  
lished within CBMWD. In the case of WMWD, said water will  
include effluent from the sewage treatment facilities serv-  
ing the cities of Riverside and Corona. Supplemental, non-  
tributary waters may be delivered as a part of Primary  
Contribution, as well as waters from other sources such as  
ground water. In the event CBMWD finds it necessary during  
the first ten (10) years of operation of this agreement to  
produce ground water to make up a portion of its Primary  
Contribution, such production shall only be from wells lo-  
cated above the line shown on Exhibit "A" as "Pumping

Boundary". WMWD shall not produce ground water during said period for said purpose from wells located north of the Santa Ana River. After October 1, 1980, ground water shall not constitute a part of the Primary Contribution of either party hereto. Water deliveries in order to qualify as Primary Contribution shall be made in a manner and at a time which would allow said waters to qualify as Base Flow under said Prado Settlement.

3. Obligation for Primary Contributions and Quality Adjustment in Measurement Thereof. In any Water Year, each of the parties hereto shall be obligated, to the extent necessary to satisfy their joint obligation under the Prado Settlement, to deliver a Primary Contribution of 16,875 acre feet of Adjusted Primary Contribution. The quantity of Primary Contribution delivered during any year shall be subject to adjustment based on the weighted average annual TDS of all flows included therein, as follows:

a. CBMWD's Adjusted Primary Contribution

shall be derived by the following formula:

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 800	$Q - \frac{17.5}{16,875} Q \text{ (TDS-800)}$
700 - 800	Q
Less than 700	$Q + \frac{17.5}{16,875} Q \text{ (700-TDS)}$

b. WMWD's Adjusted Primary Contribution

shall be the sum of the Adjusted Primary Contribution from Riverside Narrows and Corona Basin, derived pursuant to the following formulae:

(1) Riverside Narrows

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 800	$Q - \frac{16}{15,250} Q \text{ (TDS-800)}$
700 - 800	Q
Less than 700	$Q + \frac{16}{15,250} Q \text{ (700-TDS)}$

(2) Corona Basin

<u>Weighted Average TDS in PPM</u>	<u>Formula for Adjusted Primary Contribution</u>
Greater than 1200	$Q - \frac{1.5}{1,625} Q \text{ (TDS-1200)}$
700 - 1200	Q
Less than 700	$Q + \frac{1.5}{1,625} Q \text{ (700-TDS)}$

Where: Q = Primary Contribution actually delivered.

4. Measurements and Measuring Devices. The method and point of delivery of Primary Contribution by each of the parties shall be specified by written addenda to this agreement and the necessary and agreed measuring devices

and facilities shall be installed at the expense of the party whose Primary Contribution is being so measured. Measurements shall be taken and records thereof maintained by the Management Committee administering this agreement.

5. Accounting. A continuing account shall be maintained by the Management Committee, which account shall reflect the Adjusted Primary Contribution, and the accumulated debit or credit of each party derived from its accumulated Primary Contribution obligation and the Adjusted Primary Contribution delivered. A summary report of the annual accounting hereunder shall be filed, for information purposes, with the Watermaster appointed in the Case. To the extent that accumulated credits or accumulated debits of the parties are equal, the Management Committee may, from time to time, reduce said cumulative data to zero for simplicity of accounting.

6. Obligation in Event of Shortage Under Prado Settlement. In the event there is an obligation to deliver water to OCWD under the Prado Settlement, water delivered for such purpose shall be credited as a portion of Primary Obligation to the account of any party delivering or causing the same to be delivered. Shortages shall be made up as follows:

(a) To the extent that either party has an accumulated debit under the accounting for

Primary Contributions in excess of that of the other party, said accumulated debit shall be first made up by the deficient party before any make-up obligation is incurred to OCWD by the other party.

(b) To the extent that either party has an accumulated credit under the accounting for Primary Contributions in excess of that of the other party, such excess credit may be applied toward satisfaction of such party's share of any obligation to OCWD under the Prado Settlement, except in the case of an obligation resulting from failure to deliver the minimum annual quantities required under said Prado Settlement. In the event any substantial inequities should arise as a result of excessive accumulation of credits based on deliveries of poor quality water, appropriate adjustments shall be made by the parties.

(c) With the exception of the adjustments under subparagraphs (a) and (b) hereof, contributions of make-up water shall be equal.

7. Management Committee. CBMWD and WMWD shall each designate two representatives to a management committee for purposes of maintenance of accounts, ordering of make-up water, billings and related operational problems under

this agreement. Decisions of such committee shall be unanimous or the issues which cannot be thus resolved shall be submitted to arbitration.

8. Arbitration. In event of a dispute as to the construction, interpretation or implementation of this agreement or an inability of the Management Committee to make a unanimous decision in the administration of this agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose an agreed arbitrator shall be selected, or in absence of agreement each party shall select an arbitrator and they shall select a third. Said arbitrator or three arbitrators acting as a board, shall take such evidence and make such investigation as seems appropriate and shall render a written decision on the matter in question. Decisions in the arbitration shall be binding on the parties and may be enforced by the court in the Case.

9. Modification. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction, it is contemplated that appropriate adjustments, if they are required, will be made by amendment to this agreement. To the extent that such modification cannot be obtained by mutual agreement, the Court in the Case shall have the power, as an incident to its continuing jurisdiction, to modify this agreement correspondingly.

10. Effective Date. The effective date of this agreement shall be October 1, 1970, and all obligations and accountings hereunder shall commence as of said date.

11. Filing of Agreement. This agreement and all addenda thereto, and amendments and modifications thereof, shall be filed in the Case.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and date first above written.

Approved as to Form:

CLAYSON, STARK, ROTHROCK & MANN

By *Donald Stark*  
Attorneys for Chino Basin  
Municipal Water District

CHINO BASIN MUNICIPAL WATER  
DISTRICT

By *Carl B. Macintosh*  
President

By *Ernest L. Kitchler*  
Secretary

BEST, BEST & KRIEGER

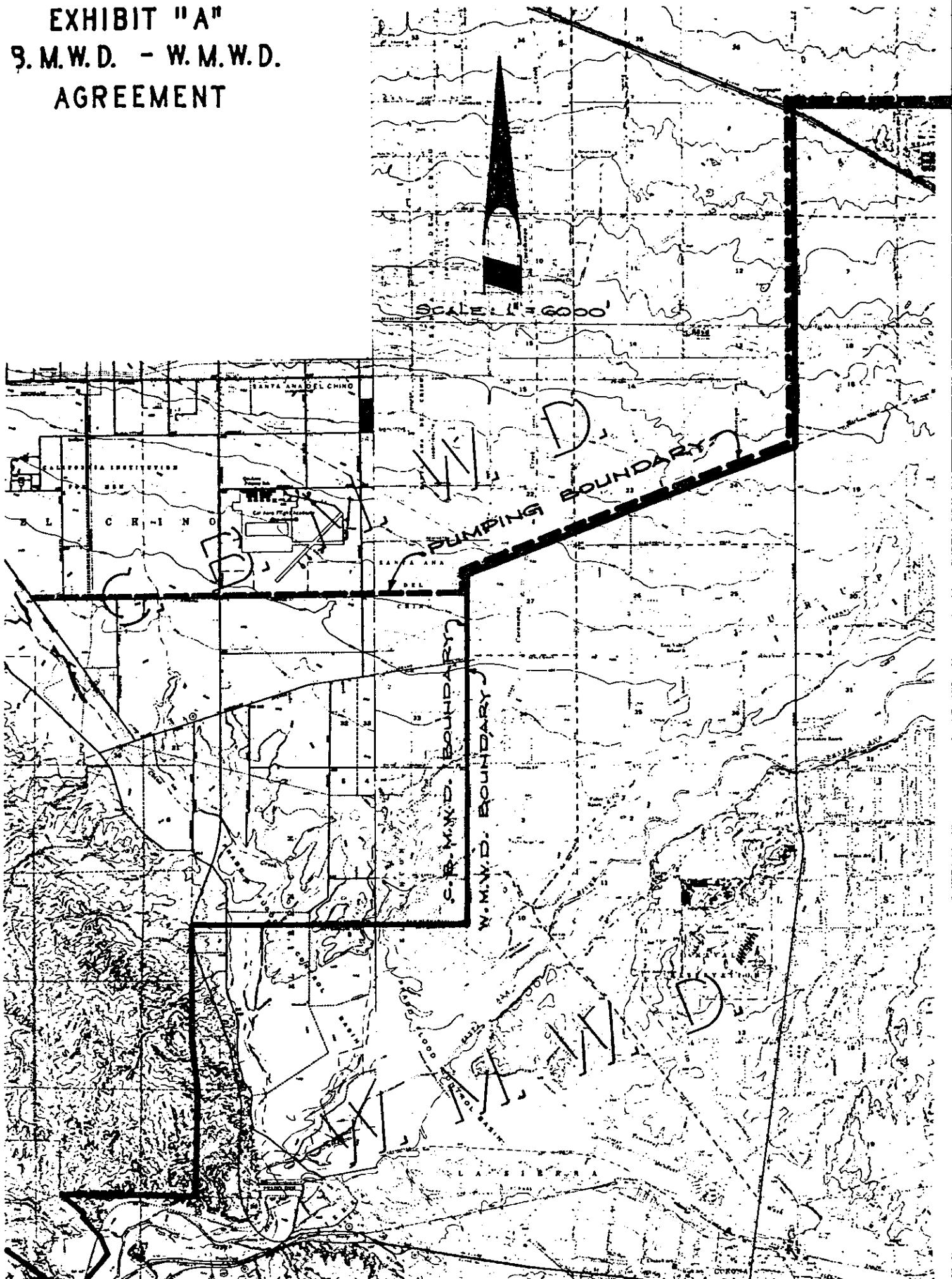
By *Arthur L. Littleworth*  
Attorneys for Western  
Municipal Water District  
of Riverside County

WESTERN MUNICIPAL WATER DIS-  
TRICT OF RIVERSIDE COUNTY

By *John M. Whelan*  
President

By *John H. Hildebrandt*  
Secretary

**EXHIBIT "A"**  
**S. M. W. D. - W. M. W. D.**  
**AGREEMENT**





**RIVERSIDE COUNTY FLOOD CONTROL**

MEMORANDUM OF AGREEMENT AMONG WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, CHINO BASIN MUNICIPAL WATER DISTRICT, COUNTY OF RIVERSIDE, AND RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RESPECTING STORAGE OF WATER FOR RECREATIONAL PURPOSES.

The Western Municipal Water District of Riverside County (hereinafter called "WMWD"), the Chino Basin Municipal Water District (hereinafter called "CBMWD"), the County of Riverside (hereinafter called "the County") and the Riverside County Flood Control and Water Conservation District (hereinafter called "Flood Control") agree as follows:

RECITALS

1. WMWD and CBMWD have negotiated a proposed stipulated judgment with the Orange County Water District and the San Bernardino Valley Municipal Water District in the action entitled Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628, the effectiveness of which depends, among other things, on (a) the County and Flood Control signing a "Stipulation and Order re Dismissal of Certain Defendants" in said action assenting to the terms of said judgment and (b) Flood Control assigning its Water Right Application 21700 for storage of water in Prado Reservoir to the Orange County Water District.

2. The County and Flood Control desire to cooperate with WMWD, CBMWD and all other parties to said action in bringing it to a conclusion as proposed in said stipulated judgment, but

also wish to make some provision for the storage of water in Prado Reservoir for public recreational purposes.

3. WMWD and CBMWD recognize that said stipulated judgment does not preclude reasonable beneficial use of water on overlying and riparian lands in Prado Reservoir and upstream therefrom.

### AGREEMENT

IT IS HEREBY AGREED by and between WMWD, CBMWD, the County and Flood Control as follows:

1. The County and Flood Control shall sign the "Stipulation and Order re Dismissal of Certain Defendants" in the action entitled Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628.

2. Flood Control shall assign its Water Right Application 21700 to the Orange County Water District.

3. In the event County or Flood Control shall, on or after January 1, 1974 and before January 1, 1984, construct or establish any recreational lakes within Prado Reservoir, WMWD and CBMWD agree that they will not object to or oppose, directly or indirectly, the use of up to 10,000 acre feet of water, which otherwise would constitute Base Flow at Prado under such stipulated judgment, for the purpose of the initial filling of any such lake or lakes.

4. This Agreement may be assigned by County or Flood Control to any other public agency, including any joint powers agency of which either is a member, but shall not otherwise be assigned without the written consent of WMWD and CBMWD.

5. WMWD and CBMWD shall have the right to enter upon any lands which may be acquired by County or Flood Control within Prado Reservoir below elevation 514' for the purpose of eliminating phreatophytes and pumping water to produce Base Flow, provided that any such activity or use does not interfere with any use of the property by County or Flood Control.

Dated: March 24, 1969.

*Approved as to form  
Arthur L. Littleworth*

WESTERN MUNICIPAL WATER DISTRICT

By: *[Signature]*

CHINO BASIN MUNICIPAL WATER DISTRICT

By: *[Signature]*

*Approved as to form  
Donald Stack*

COUNTY OF RIVERSIDE

By: *Raymond T. Seelig*

RIVERSIDE COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

By: *Raymond T. Seelig*

**CITY OF RIVERSIDE**

AGREEMENT BETWEEN  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY  
AND CITY OF RIVERSIDE IN REGARD TO  
PRADO SETTLEMENT.

AGREEMENT made this 20<sup>th</sup> day of November, 1968,  
between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY,  
a public agency, hereinafter called Western, and the CITY OF  
RIVERSIDE, a municipal corporation, hereinafter called Riverside.

RECITALS

(a) A settlement has been negotiated terminating the  
stream system adjudication in the case of Orange County Water  
District v. City of Chino, et al., Orange County Superior Court  
No. 117628. This settlement, hereinafter called the "Prado  
Settlement," provides for a physical solution whereby certain  
Base Flows are jointly assured by Western and the Chino Basin  
Municipal Water District (Chino hereinafter) at Prado, and by  
the San Bernardino Valley Municipal Water District (San  
Bernardino hereinafter) at Riverside Narrows.

(b) As part of the Prado Settlement all defendants,  
except for the three municipal water districts mentioned above,  
will be dismissed from the suit without pumping restrictions.  
The judgment in the first Orange County suit, the Irvine  
Decree, and certain other restrictions in the area above Prado  
will also be set aside so long as such Settlement is carried out.

(c) In order to implement the Prado Settlement, and subject to final Court approval thereof, Western and Chino have further agreed between themselves as to the responsibility of each District for contributions to the flow at Prado.

(d) The primary purpose of this agreement is to provide for the commitment to Western and the Prado Settlement of certain quantities of Riverside sewage effluent.

(e) All terms specially defined in the Prado Settlement documents, and in the agreement between Western and Chino, are herein used in the context of such documents.

In consideration of the mutual covenants of the parties, and of the assumption by Western of the obligations imposed by the Prado Settlement, IT IS HEREBY AGREED AS FOLLOWS:

1. Contribution. Riverside shall be obligated to discharge annually to the Santa Ana River in the vicinity of Riverside Narrows 15,250 acre feet of effluent from its sewage treatment plant, adjusted for quality as hereinafter provided, and subject to the conditions of Paragraphs 5 and 8.

2. Quality Adjustment. The quantity of effluent actually delivered in any year shall be adjusted for quality in accordance with the following formula. The amount which results from the application of such formula shall constitute Riverside's "adjusted contribution", and such adjusted contribution shall be used to determine the City's compliance with its obligations hereunder.

As used in the formula, TDS means the weighted average annual total dissolved solids in the effluent for the year in question.

<u>Weighted Average TDS in ppm</u>	<u>Formula for Determining Adjusted Contribution</u>
Greater than 800	$Q - \frac{16}{15,250} Q \text{ (TDS-800)}$
700 - 800	$Q$
Less than 700	$Q + \frac{16}{15,250} Q \text{ (700-TDS)}$

Where Q = the amount of effluent actually delivered.

3. Effective Date. Riverside's commitment of such effluent shall be effective October 1, 1970, and is contingent upon final Court approval of the Prado Settlement.

4. Measurements. Both the quantity and quality of the effluent discharged hereunder shall be measured and determined in such manner as to meet the requirements of the Prado Settlement and of Western's agreement with Chino. The point of measurement for quantity and quality shall be at Riverside's sewage treatment plant measuring flume. The cost of installing and maintaining any new measurement devices which may be required, and of obtaining necessary water quality analyses, shall be borne by Western. Records shall be kept of all such measurements and determinations, and these shall be available to both parties.



5. Use of Credits. If Riverside delivers more effluent than is required under this Agreement, it may in any given year reduce its adjusted contribution by the amount of such excess deliveries, but in no event shall Riverside's adjusted contribution be less than 13,420 acre feet each year. However, if the minimum obligation under the Prado Settlement is lowered to 34,000 acre feet, then the amount of 13,420 in this paragraph shall be reduced to 12,420 acre feet.

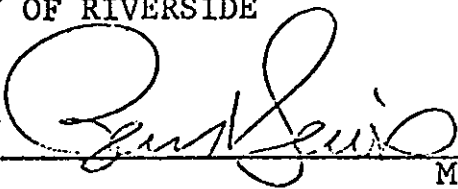
6. Modification of Prado Settlement. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction and the obligation of Western is affected thereby, or in the event of modification of the Western-Chino Agreement, appropriate adjustments if required shall be made in this agreement; provided that the unadjusted amount of 15,250 shall not be subject to increase.

7. Right of First Refusal. If Riverside proposes to sell, lease or otherwise transfer title to any of its sewage effluent not committed hereunder, Western shall have the right of first refusal to acquire such effluent.

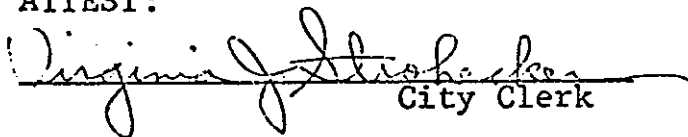
8. Pumping Limitation, In the event Riverside should be required to reduce its pumping from any portion of the Santa Ana system, without replenishment being provided by Western, or without similar limitations being imposed upon all other substantial pumpers and diverters taking water for use within Western, Riverside shall have the right to withdraw up to 3000 acre feet annually, on a non-cumulative basis, from the effluent

commitment made herein; provided that such effluent is used to offset the reduction in pumping; or in the alternative, it shall have the right to offset such reduction by increasing its pumping elsewhere in the river system up to a maximum of 3000 acre feet per year without liability to Western for any pump tax on account of such increase.

CITY OF RIVERSIDE

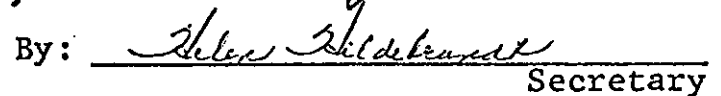
By:  Mayor

ATTEST:

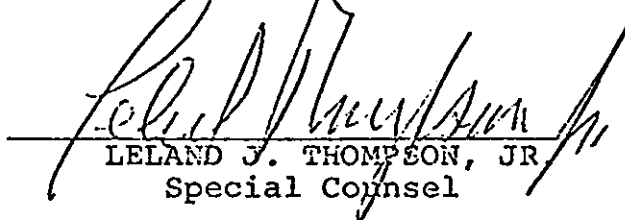
  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY

By:  President

By:  Secretary

APPROVED AS TO FORM:

  
LELAND J. THOMPSON, JR.  
Special Counsel

**CITY OF CORONA**

AGREEMENT BETWEEN  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY  
AND CITY OF CORONA IN REGARD TO  
PRADO SETTLEMENT

AGREEMENT made this 18<sup>th</sup> day of December,  
1968, between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE  
COUNTY, a public agency, hereinafter called WESTERN, and  
the CITY OF CORONA, a municipal corporation, hereinafter  
called CORONA.

RECITALS

A. A settlement has been negotiated terminating the  
stream system adjudication in the case of Orange County Water  
District v. City of Chino, et al., Orange County Superior  
Court No. 117628. This settlement, hereinafter called the  
"Prado Settlement," provides for a physical solution whereby  
certain Base Flows are jointly assured by Western and the  
Chino Basin Municipal Water District (Chino hereinafter) at  
Prado, and by the San Bernardino Valley Municipal Water  
District (San Bernardino hereinafter) at Riverside Narrows.

B. As part of the Prado Settlement all defendants,  
except for the three municipal water districts mentioned above,  
will be dismissed from the suit without pumping restrictions.  
The judgment in the first Orange County suit, the Irvine  
Decree, and certain other restrictions in the area above  
Prado will also be set aside so long as such Settlement is  
carried out.

C. In order to implement the Prado Settlement, and  
subject to final Court approval thereof, Western and Chino

have further agreed between themselves as to the responsibility of each District for contributions to the flow at Prado.

D. The primary purpose of this agreement is to provide for the commitment to Western and the Prado Settlement of certain quantities of Corona sewage effluent.

E. All terms specially defined in the Prado Settlement documents, and in the agreement between Western and Chino, are herein used in the context of such documents.

In consideration of the mutual covenants of the parties, and of the assumption by Western of the obligations imposed by the Prado Settlement, IT IS HEREBY AGREED AS FOLLOWS:

1. Contribution. Corona shall be obligated to discharge annually to the Santa Ana River at the point of measurement as designated pursuant to Paragraph 4 hereof 1625 acre feet of effluent from its sewage treatment plant, adjusted for quality as hereinafter provided, and subject to the conditions of Paragraphs 4, 5 and 7.

2. Quality Adjustment. The quantity of effluent actually delivered in any year shall be adjusted for quality in accordance with the following formula. The amount which results from the application of such formula shall constitute Corona's "adjusted contribution," and such adjusted contribution shall be used to determine the

City's compliance with its obligations hereunder. As used in the formula, TDS means the weighted average annual total dissolved solids in the effluent for the year in question.

<u>Weighted Average TDS in ppm</u>	<u>Formula for Determining Adjusted Contribution</u>
Greater than 1200	$Q - \frac{1.5}{1,625} Q \text{ (TDS-1200)}$
700 - 1200	Q
Less than 700	$Q + \frac{1.5}{1,625} Q \text{ (700-TDS)}$

Where Q = the amount of effluent actually delivered.

3. Effective Date. Corona's commitment of such effluent shall be effective October 1, 1970, and is contingent upon final Court approval of the Prado Settlement.

4. Measurements. Both the quantity and quality of effluent discharged hereunder shall be measured and determined in such manner as to meet the requirements of the Prado Settlement and of Western's agreement with Chino. The point of measurement for quantity and quality shall be at its discharge from Corona's sewage treatment plant, or such point further downstream as the City may designate. If Corona is required by law or otherwise to discharge said effluent at a point other than so designated by Corona, in order to comply with its obligations hereunder or under the Prado Settlement, Western will bear any and all costs incurred by Corona i

discharging and enabling it to so discharge at such point; or in the alternative, Western shall release Corona from all of its obligations hereunder. The cost of installing and maintaining any new measurement devices which may be required, and of obtaining necessary water quality analyses, shall be borne by Western. Records shall be kept of all such measurements and determinations, and these shall be available to both parties.

5. Use of Credits. If Corona delivers more effluent than is required under this Agreement, it may in any given year reduce its adjusted contribution by the amount of such excess deliveries, but in no event shall Corona's adjusted contribution be less than 1430 acre feet each year. However, if the minimum obligation under the Prado Settlement is lowered to 34,000 acre feet, then the amount of 1430 in this paragraph shall be reduced to 1330 acre feet.

6. Modification of Prado Settlement. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction and the obligation of Western is affected thereby, or in the event of modification of the Western-Chino Agreement, appropriate adjustments if required shall be made in this agreement; provided that the unadjusted amount of 1625 shall not be subject to increase.

7. Pumping Limitation. In the event Corona should be required to reduce its pumping from any portion of the

Santa Ana system, without replenishment being provided by Western, or without similar limitations being imposed upon all other substantial pumpers and diverters taking water for use within Western, Corona shall have the right to withdraw up to 325 acre feet annually, on a noncumulative basis, from the effluent commitment made herein; provided that such effluent is used to offset the reduction in pumping; or in the alternative, it shall have the right to offset such reduction by increasing its pumping elsewhere in the river system up to a maximum of 325 acre feet per year without liability to Western for any pump tax on account of such increase.

CITY OF CORONA

By *Tommy Bolter*  
Mayor

ATTEST:

*Blenda M. Peterson*  
City Clerk

WESTERN MUNICIPAL WATER DISTRICT  
OF RIVERSIDE COUNTY

By *[Signature]*  
President

By *[Signature]*  
Secretary



# **EXHIBIT 2**

# **EXHIBIT 2**

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

CHINO BASIN MUNICIPAL WATER  
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendant.

Case No. RCV 51010

~~PROPOSED~~ ORDER ADOPTING  
RESTATED JUDGMENT, APPROVING  
INTERVENTION OF TAD NAKASE (TDN  
LAND COMPANY) INTO THE CHINO BASIN  
JUDGMENT

At the Court's October 28, 2011 hearing, the Court considered Watermaster's submission of a restated version of the 1978 Judgment, incorporating all previously ordered amendments, as a document for the Court's reference. The Court requested that, at some time in the future, Watermaster move the Court to adopt the Restated Judgment as the official and legally operative version of the Judgment.

Prior to the hearing and consistently thereafter, concern has been expressed by counsel to some of the Parties to the Judgment that the Court's entry of the Restated Judgment as proposed may be prejudicial and even defective. This concern is predicated upon the notion that despite the good faith intention of Watermaster and its staff and counsel, an Order or Ruling pertinent to the Judgment, or that an approved amendment has not been discovered. Consequently, Watermaster counsel has prepared the attached version of the Judgment, <sup>(Exhibit A)</sup> which represents Watermaster's good

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faith effort to incorporate all previously ordered amendments to the Judgment.


Accordingly, IT IS HEREBY ORDERED THAT:  
*(Exhibit A)*


The attached Restated Judgment shall serve as the official and legally operative copy of the Judgment in the case *Chino Basin Municipal Water District v. City of Chino*, San Bernardino Superior Court Case No. RCV 51010. This Order is expressly subject to the ~~extent~~ *condition* that any Orders or Ruling pertinent to the Judgment, or any amendments to the Judgment omitted from the Restated Judgment, retain their effect independent of the Restated Judgment.

Good cause appearing therefore, IT IS HEREBY FURTHER ORDERED that

The intervention of Tad Nakase (TDN Land Company) into the Overlying (Agricultural) Pool is approved.

Dated: September 27, 2012

  
HON. STANFORD E. REICHERT  
JUDGE OF THE SUPERIOR COURT



038350\0001\621190.7

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On September 28, 2012 I served the following:

**1. ORDER ADOPTING RESTATED JUDGMENT, APPROVING INTERVENTION OF TAD NAKASE (TDN LAND COMPANY) INTO THE CHINO BASIN JUDGMENT**

/X/ BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

**See attached service list:** Mailing List 1

/ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/X/ BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on September 28, 2012 in Rancho Cucamonga, California.



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11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Plaintiff,

No. RCV 51010<sup>1</sup>

14 v.

15 CITY OF CHINO, et al.

16 Defendants  
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20 RESTATED JUDGMENT  
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27 <sup>1</sup> Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order  
of the Court and assigned new case number RCV 51010.  
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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO  
10

11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Plaintiff,

No. RCV 51010<sup>2</sup>

14 v.

15 CITY OF CHINO, et al.

16 Defendants

JUDGMENT

17  
18  
19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975,  
21 seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first  
22 amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered,  
23 and certain other defendants dismissed. Other than defendants who have been dismissed or whose  
24 defaults have been entered, all defendants have appeared herein. By answers and order of this Court,  
25

26  
27 <sup>2</sup> Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order  
of the Court and assigned new case number RCV 51010.



1 the issues have been made those of a full inter se adjudication between the parties. This Court has  
2 jurisdiction of the subject matter of this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of judgment has been filed by and on  
4 behalf of a majority of the parties, representing a majority of the quantitative rights herein adjudicated.

5 3. Trial: Findings and Conclusions. Trial was commenced on December 16, 1977, as to the  
6 non-stipulating parties, and findings of fact and conclusions of law have been entered disposing of the  
7 issues in the case.

8 4. Definitions. As used in this Judgment, the following terms shall have the meanings  
9 herein set forth:

10 (a) Active Parties. All parties other than those who have filed with Watermaster a  
11 written waiver of service of notices, pursuant to Paragraph 58.

12 (b) Annual or Year -- A fiscal year, July 1 through June 30, following, unless the  
13 context shall clearly indicate a contrary meaning.

14 (c) Appropriative Right -- The annual production right of a producer from the Chino  
15 Basin other than pursuant to an overlying right.

16 (d) Basin Water -- Ground water within Chino Basin which is part of the Safe Yield,  
17 Operating Safe Yield, or replenishment water in the Basin as a result of operations under the  
18 Physical Solution decreed herein. Said term does not include Stored Water.

19 (e) CBMWD -- Plaintiff Chino Basin Municipal Water District.

20 (f) Chino Basin or Basin -- The ground water basin underlying the area shown as  
21 such on Exhibit "B" and within the boundaries described in Exhibit "K".

22 (g) Chino Basin Watershed -- The surface drainage area tributary to and overlying  
23 Chino Basin.

24 (h) Ground Water -- Water beneath the surface of the ground and within the zone of  
25 saturation, i.e., below the existing water table.  
26  
27  
28

1 (i) Ground Water Basin -- An area underlain by one or more permeable formations  
2 capable of furnishing substantial water storage.

3 (j) Minimal Producer -- Any producer whose production does not exceed **ten** acre-  
4 feet per year.<sup>3</sup>

5 (k) MWD -- The Metropolitan Water District of Southern California.

6 (l) Operating Safe Yield -- The annual amount of ground water which Watermaster  
7 shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by  
8 the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.

9 (m) Overdraft -- A condition wherein the total annual production from the Basin  
10 exceeds the Safe Yield thereof.

11 (n) Overlying Right -- The appurtenant right of an owner of lands overlying Chino  
12 Basin to produce water from the Basin for overlying beneficial use on such lands.

13 (o) Person. -- Any individual, partnership, association, corporation, governmental  
14 entity or agency, or other organization.

15 (p) PVMWD -- Defendant Pomona Valley Municipal Water District.

16 (q) Produce or Produced -- To pump or extract ground water from Chino Basin.

17 (r) Producer -- Any person who produces water from Chino Basin.

18 (s) Production -- Annual quantity, stated in acre feet, of water produced.

19 (t) Public Hearing -- A hearing after notice to all parties and to any other person  
20 legally entitled to notice.

21 (u) Reclaimed Water -- Water which, as a result of processing of waste water, is  
22 suitable for a controlled use.

23 (v) Replenishment Water -- Supplemental water used to recharge the Basin  
24 pursuant to the Physical Solution, either directly by percolating the water into the Basin or  
25

26  
27 <sup>3</sup> Order dated September 27, 2001.  
28

1 indirectly by delivering the water for use in lieu of production and use of safe yield or Operating  
2 Safe Yield.

3 (w) Responsible Party — The owner, co-owner, lessee or other person designated by  
4 multiple parties interested in a well as the person responsible for purposes of filing reports  
5 hereunder.

6 (x) Safe Yield — The long-term average annual quantity of ground water (excluding  
7 replenishment or stored water but including return flow to the Basin from use of replenishment or  
8 stored water) which can be produced from the Basin under cultural conditions of a particular year  
9 without causing an undesirable result.

10 (y) SBVMWD — San Bernardino Valley Municipal Water District.

11 (z) State Water — Supplemental Water imported through the State Water Resources  
12 Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

13 (aa) Stored Water — Supplemental water held in storage, as a result of direct  
14 spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to  
15 agreement with Watermaster.

16 (bb) Supplemental Water — Includes both water imported to Chino Basin from outside  
17 Chino Basin Watershed, and reclaimed water.

18 (cc) WMWD — Defendant Western Municipal Water District of Riverside County.

19 5. List of Exhibits. The following exhibits are attached to this Judgment and made a part  
20 hereof:

21  
22 "A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water  
23 District, and other geographic and political features of Chino Basin.

24 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

25 "C" – Table Showing Parties in Overlying (Agricultural) Pool.

26 "D" – Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights.

27 "E" – Table Showing Appropriators and Their Rights.  
28

1 "F" -- Overlying (Agricultural) Pool Pooling Plan.

2 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

3 "H" -- Appropriative Pool Pooling Plan.

4 "I" -- Engineering Appendix.

5 "J" -- Map of In Lieu Area No. 1.

6 "K" -- Legal Description of Chino Basin.

7  
8 II. DECLARATION OF RIGHTS

9  
10 A. HYDROLOGY

11  
12 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre feet per year.

13 7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five  
14 years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been  
15 exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years  
16 in a continuous state of over draft. The production constituting said overdraft has been open, notorious,  
17 continuous, adverse, hostile and under claim of right. The circumstances of said overdraft have given  
18 notice to all parties of the adverse nature of such aggregate over-production.

19 B. WATER RIGHTS IN SAFE YIELD

20  
21 8. Overlying Rights. The parties listed in Exhibits "C" and "D", are the owners or in  
22 possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water  
23 rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D",  
24 have, in the aggregate, been limited by prescription except to the extent such rights have been preserved  
25 by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for agricultural pool  
26 use, including the rights of the State of California, total 82,800 acre feet per year. Overlying rights for  
27 non-agricultural pool use total 7,366 acre feet per year and are individually decreed for each affected  
28

1 party in Exhibit "D". No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying  
2 rights, and such rights have all been lost by prescription. However, uses may be made of Basin Water on  
3 overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All  
4 overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart  
5 therefrom ***for the term of the Peace Agreement except that the members of the Overlying (Non-***  
6 ***Agricultural) Pool shall have the right to Transfer or lease their quantified Production rights (i)***  
7 ***within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the***  
8 ***procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000;***  
9 ***or (iii) in accordance with the Overlying (Non-Agricultural) Pool Pooling Plan set forth in Exhibit***  
10 ***"G."***<sup>4</sup>

11 9. Appropriative Rights. The parties listed in Exhibit "E" are the owners of appropriative  
12 rights, including rights by prescription, in the unadjusted amounts therein set forth, and by reason thereof  
13 are entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of overlying  
14 rights and rights of the State of California, and in the Operating Safe Yield in Chino Basin, in the annual  
15 shares set forth in Exhibit "E".

16 (a) Loss of Priorities. By reason of the long continued overdraft in Chino Basin, and  
17 in light of the complexity of determining appropriative priorities and the need for conserving and  
18 making maximum beneficial use of the water resources of the State, each and all of the parties  
19 listed in Exhibit "E" are estopped and barred from asserting special priorities or preferences, inter  
20 se. All of said appropriative rights are accordingly deemed and considered of equal priority.

21 (b) Nature and Quantity. All rights listed in Exhibit "E" are appropriative and  
22 prescriptive in nature. By reason of the status of the parties, and the provisions of Section 1007  
23 of the Civil Code, said rights are immune from reduction or limitation by prescription.  
24

25  
26  
27 <sup>4</sup> Order dated September 28, 2000 and Order dated April 19, 2001 further modified by Order dated December 21, 2007.  
28

1           10.     Rights of the State of California. The State of California, by and through its Department  
2 of Corrections, Youth Authority and Department of Fish and Game, is a significant producer of ground  
3 water from and the State is the largest owner of land overlying Chino Basin. The precise nature and  
4 scope of the claims and rights of the State need not be, and are not, defined herein. The State, through  
5 said departments, has accepted the Physical Solution herein decreed, in the interests of implementing the  
6 mandate of Section 2 of Article X of the California Constitution. For all purposes of this Judgment, all  
7 future production by the State or its departments or agencies for overlying use on State-owned lands shall  
8 be considered as agricultural pool use.

9  
10                           C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

11           11.     Available Ground Water Storage Capacity. There exists in Chino Basin a substantial  
12 amount of available ground water storage capacity which is not utilized for storage or regulation of Basin  
13 Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of  
14 supplemental water with Basin Waters. It is essential that said reservoir capacity utilization for storage  
15 and conjunctive use of supplemental water be undertaken only under Watermaster control and regulation,  
16 in order to protect the integrity of both such Stored Water and Basin Water in storage and the Safe Yield  
17 of Chino Basin.

18  
19           12.     Utilization of Available Ground Water Capacity. Any person or public entity, whether a  
20 party to this action or not, may make reasonable beneficial use of the available ground water storage  
21 capacity of Chino Basin for storage of supplemental water; provided that no such use shall be made  
22 except pursuant to written agreement with Watermaster, as authorized by Paragraph 28. In the allocation  
23 of such storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of  
24 rights in the Safe Yield or Operating Safe Yield of the Basin shall have priority and preference over  
25 storage for export.

1 III. INJUNCTION

2 13. Injunction Against Unauthorized Production of Basin Water. Each party in each of the  
3 respective pools is enjoined, as follows:  
4

5 (a) Overlying Agricultural Pool. Each party in the Overlying (Agricultural) Pool, its  
6 officers, agents, employees, successors and assigns, is and they each are ENJOINED AND  
7 RESTRAINED from producing ground water from Chino Basin in any year hereafter in excess of  
8 such party's correlative share of the aggregate of 82,800 acre feet allocated to said Pool, except  
9 pursuant to the Physical Solution or a storage water agreement.

10 (b) Overlying Non-Agricultural Pool. Each party in the Overlying Non-Agricultural  
11 Pool, its officers, agents, employees, successors and assigns, is and they each are ENJOINED  
12 AND RESTRAINED from producing ground water of Chino Basin in any year hereafter in excess  
13 of such party's decreed rights in the Safe Yield, except pursuant to the provisions of the Physical  
14 Solution or a storage water agreement.

15 (c) Appropriative Pool. Each party in the Appropriative Pool, its officers, agents,  
16 employees, successors and assigns, is and they are each ENJOINED AND RESTRAINED from  
17 producing ground water of Chino Basin in any year hereafter in excess of such party's decreed  
18 share of Operating Safe Yield, except pursuant to the provisions of the Physical Solution or a  
19 storage water agreement.

20  
21 14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water. Each party, its  
22 officers, agents, employees, successors and assigns is and they each are ENJOINED AND  
23 RESTRAINED from storing supplemental water in Chino Basin for withdrawal, or causing withdrawal of,  
24 water stored by that party, except pursuant to the terms of a written agreement with Watermaster and in  
25 accordance with Watermaster regulations. Any supplemental water stored or recharged in the Basin,  
26 except pursuant to such a Watermaster agreement, shall be deemed abandoned and not classified as  
27 Stored Water. This paragraph has no application, as such, to supplemental water spread or provided in  
28 lieu by Watermaster pursuant to the Physical Solution.

1 IV. CONTINUING JURISDICTION

2 15. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved  
3 to the Court as to all matters contained in this judgment, except:  
4

5 (a) The redetermination of Safe Yield, as set forth in Paragraph 6, during the first ten  
6 (10) years of operation of the Physical Solution;

7 (b) The allocation of Safe Yield as between the several pools as set forth in  
8 Paragraph 44 of the Physical Solution;

9 (c) The determination of specific quantitative rights and shares in the declared Safe  
10 Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and  
11

12 (d) The amendment or modification of Paragraphs 7 (a) and (b) of Exhibit "H", during  
13 the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative  
14 recommendation of at least 67% of the voting power (determined pursuant to the formula  
15 described in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the  
16 Appropriative Pool Committee representatives of parties who produce water within IEUA or  
17 WMWD; after said tenth year the formula set forth in said Paragraph 7 (a) and 7 (b) of Exhibit "H"  
18 for payment of the costs of replenishment water may be changed to 100% gross or net, or any  
19 percentage split thereof, but only in response to recommendation to the Court by affirmative vote  
20 of at least 67% of said voting power of the Appropriative Pool representatives of parties who  
21 produce ground water within IEUA or WMWD, but not less than one-third of their number. In  
22 such event, the Court shall act in conformance with such recommendation unless there are  
23 compelling reasons to the contrary; and provided, further, that the fact that the allocation of Safe  
24 Yield or Operating Safe Yield shares may be rendered moot by a recommended change in the  
25 formula for replenishment assessments shall not be deemed to be such a "compelling reason."  
26  
27  
28



1 Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any  
2 party, the Watermaster, the Advisory Committee or any Pool Committee, by motion and, upon at least 30  
3 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions  
4 as may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment, and  
5 to modify, amend or amplify any of the provisions of this Judgment.

6  
7 V. WATERMASTER

8 A. APPOINTMENT

9  
10 16. Watermaster Appointment. CBMWD, acting by and through a majority of its board of  
11 directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment  
12 and any subsequent instructions or orders of the Court hereunder. The term of appointment of  
13 Watermaster shall be for five (5) years. The Court will by subsequent orders provide for successive terms  
14 or for a successor Watermaster. Watermaster may be changed at any time by subsequent order of the  
15 Court, on its own motion, or on the motion of any party after notice and hearing. Unless there are  
16 compelling reasons to the contrary, the Court shall act in conformance with a motion requesting the  
17 Watermaster be changed if such motion is supported by a majority of the voting power of the Advisory  
18 Committee.

19 B. POWERS AND DUTIES

20  
21 17. Powers and Duties. Subject to the continuing supervision and control of the Court,  
22 Watermaster shall have and may exercise the express powers, and shall perform the duties, as provided  
23 in this Judgment or hereafter ordered or authorized by the Court in the exercise of the Court's continuing  
24 jurisdiction.

1           18.    Rules and Regulations.<sup>5</sup>

2                           **(a) Upon recommendation by the Advisory Committee, Watermaster shall make**  
3 **and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster**  
4 **affairs, including, meeting schedules and procedures, and compensation of members of**  
5 **Watermaster. Thereafter, Watermaster may amend the rules from time to time upon**  
6 **recommendation, or with approval of the Advisory Committee after hearing noticed to active**  
7 **parties, except that compensation of Watermaster members shall be subject to Court Approval. A**  
8 **copy of the rules and regulations, and of amendments, shall be mailed to each active party.**

9  
10                           **(b) Under the rules, Watermaster members shall be paid up to \$125 for each day's**  
11 **attendance at meetings at the direction of the board, not to exceed eight meetings in each month.**  
12 **Compensation shall not be paid for junkets or attendance at conferences, seminars, or retreats at**  
13 **locations other than Watermaster headquarters. Members shall not be compensated for more than**  
14 **one meeting each day.**

15                           **(c) Under the rules, Watermaster members may be reimbursed for reasonable and**  
16 **necessary travel, meals, lodging and registration expenses incurred on Watermaster business.**  
17 **Mileage shall not be paid for travel to or from Watermaster meetings unless the individual must**  
18 **travel more than 50 miles per month. The Watermaster's budget shall include an appropriation for**  
19 **expense reimbursement. The Watermaster shall file a report on the expense reimbursement with**  
20 **the court as part of the Annual Report. The Report shall disclose total expense reimbursements**  
21 **and single expenditures for items of \$125.00 or more.**

22  
23           19.    Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all  
24 necessary facilities and equipment; provided, that it is not the intent of the Court that Watermaster acquire  
25 any interest in real property or substantial capital assets.

26  
27 <sup>5</sup> Order dated March 31, 1999.

1           20.     Employment of Experts and Agents. Watermaster may employ or retain such  
2 administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as  
3 may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all  
4 officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of  
5 allocation of costs of such services as well as of all other expenses of Watermaster administration as  
6 between the several pools established by the Physical Solution.

7  
8           21.     Measuring Devices. Watermaster shall cause parties, pursuant to uniform rules, to install  
9 and maintain in good operating condition, at the cost of each party, such necessary measuring devices or  
10 meters as Watermaster may deem appropriate. Such measuring devices shall be inspected and tested  
11 as deemed necessary by Watermaster, and the cost thereof shall constitute an expense of Watermaster.

12           22.     Assessments. Watermaster is empowered to levy and collect all assessments provided  
13 for in the pooling plans and Physical Solution.

14  
15           23.     Investment of Funds. Watermaster may hold and invest any and all Watermaster funds  
16 in investments authorized from time to time for public agencies of the State of California.

17           24.     Borrowing. Watermaster may borrow from time to time amounts not exceeding the  
18 annual anticipated receipts of Watermaster during such year.

19  
20           25.     Contracts. Watermaster may enter into contracts for the performance of any powers  
21 herein granted; provided, however, that Watermaster may not contract with or purchase materials,  
22 supplies or services from IEUA, except upon the prior recommendation and approval of the Advisory  
23 Committee and pursuant to written order of the Court.

24  
25           26.     Cooperation With Other Agencies. Subject to prior recommendation or approval of the  
26 Advisory Committee, Watermaster may act jointly or cooperate with agencies of the United States and the  
27 State of California or any political subdivisions, municipalities or districts or any person to the end that the  
28 purpose of the Physical Solution may be fully and economically carried out.

1           27.     Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool  
2 Committee and in accordance with Paragraph 54 (b), undertake relevant studies of hydrologic conditions,  
3 both quantitative and qualitative, and operating aspects of implementation of the management program  
4 for Chino Basin.

5           28.     Ground Water Storage Agreements. Watermaster shall adopt, with the approval of the  
6 Advisory Committee, uniformly applicable rules and a standard form of agreement for storage of  
7 supplemental water, pursuant to criteria therefore set forth in Exhibit "I". Upon appropriate application by  
8 any person, Watermaster shall enter into such a storage agreement; provided that all such storage  
9 agreements shall first be approved by written order of the Court, and shall by their terms preclude  
10 operations which will have a substantial adverse impact on other producers.

11  
12           29.     Accounting for Stored Water. Watermaster shall calculate additions, extractions and  
13 losses and maintain an annual account of all Stored Water in Chino Basin, and any losses of water  
14 supplies or Safe Yield of Chino Basin resulting from such Stored Water.

15  
16           30.     Annual Administrative Budget. Watermaster shall submit to Advisory Committee an  
17 administrative budget and recommendation for each fiscal year on or before March 1. The Advisory  
18 Committee shall review and submit said budget and their recommendations to Watermaster on or before  
19 April 1, following. Watermaster shall hold a public hearing on said budget at its April quarterly meeting  
20 and adopt the annual administrative budget which shall include the administrative items for each pool  
21 committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to  
22 make a proper allocation of the expense among the several pools, together with Watermaster's proposed  
23 allocation. The budget shall contain such additional comparative information or explanation as the  
24 Advisory Committee may recommend from time to time. Expenditures within budgeted items may  
25 thereafter be made by Watermaster in the exercise of powers herein granted, as a matter of course. Any  
26 budget transfer in excess of 20% of a budget category during any budget year or modification of such  
27 administrative budget during any year shall be first submitted to the Advisory Committee for review and  
28 recommendation.

1           31.     Review Procedures. All actions, decisions or rules of Watermaster shall be subject to  
2 review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a  
3 mandated action), the Advisory Committee, or any Pool Committee, as follows:

4                   (a)     Effective Date of Watermaster Action. Any action, decision or rule of  
5 Watermaster shall be deemed to have occurred or been enacted on the date on which written  
6 notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the active parties  
7 shall constitute such notice to all parties.

8                   (b)     Noticed Motion. Any party, the Watermaster (as to any mandated action), the  
9 Advisory Committee, or any Pool Committee may, by a regularly noticed motion, apply to the  
10 Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be  
11 served personally or mailed to Watermaster and to all active parties. Unless otherwise ordered  
12 by the Court, such motion shall not operate to stay the effect of such Watermaster action,  
13 decision or rule.

14                   (c)     Time for Motion. Notice of motion to review any Watermaster action, decision or  
15 rule shall be served and filed within ninety (90) days after such Watermaster action, decision or  
16 rule, except for budget actions, in which event said notice period shall be sixty (60) days.

17                   (d)     De Novo Nature of Proceedings. Upon the filing of any such motion, the Court  
18 shall require the moving party to notify the active parties, the Watermaster, the Advisory  
19 Committee, and each Pool Committee, of a date for taking evidence and argument, and on the  
20 date so designated shall review de novo the question at issue. Watermaster's findings or  
21 decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive  
22 or prima facie proof of any fact in issue.

23                   (e)     Decision. The decision of the Court in such proceeding shall be an appealable  
24 supplemental order in this case. When the same is final, it shall be binding upon the  
25 Watermaster and all parties.  
26  
27  
28

1  
2  
3 C. ADVISORY AND POOL COMMITTEES

4 32. Authorization. Watermaster is authorized and directed to cause committees of producer  
5 representatives to be organized to act as Pool Committees for each of the several pools created under  
6 the Physical solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist  
7 Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as  
8 specified in the respective pooling plans, and the Advisory Committee shall be composed of ten (10)  
9 voting representatives from each pool, as designated by the respective Pool Committee<sup>6</sup> **in accordance**  
10 **with each pool's pooling plan.** WMWD, **Three Valleys Municipal Water District (Successor to**  
11 **PVMWD)** and SBVMWD shall each be entitled to one non-voting representative on said Advisory  
12 Committee.

13  
14 33. Term and Vacancies. Members of any Pool Committee, shall serve for the term, and  
15 vacancies shall be filled, as specified in the respective pooling plan. Members of the Advisory Committee  
16 shall serve at the will of their respective Pool Committee.

17 34. Voting Power. The voting power on each Pool Committee shall be allocated as provided  
18 in the respective pooling plan. The voting power on the Advisory Committee shall be one hundred (100)  
19 votes allocated among the three pools in proportion to the total assessments paid to Watermaster during  
20 the preceding year; provided, that the minimum voting power of each pool shall be

21  
22 (a) Overlying Agricultural Pool 20,

23 (b) Overlying Non-Agricultural Pool 5, and

24 (c) Appropriative Pool 20.  
25  
26

27 <sup>6</sup> Order dated September 18, 1996.  
28

1 In the event any pool is reduced to its said minimum vote, the remaining votes shall be allocated between  
2 the remaining pools on said basis of assessments paid to Watermaster by each such remaining pool  
3 during the preceding year. The method of exercise of each pool's voting power on the Advisory  
4 Committee shall be as determined by the respective pool committees.

5           35.     Quorum. A majority of the voting power of the Advisory Committee or any Pool  
6 Committee shall constitute a quorum for the transaction of affairs of such Advisory or Pool Committee;  
7 provided, that at least one representative of each Pool Committee shall be required to constitute a  
8 quorum of the Advisory Committee. No Pool Committee representative may purposely absent himself or  
9 herself, without good cause, from an Advisory Committee meeting to deprive it of a quorum. Action by  
10 affirmative vote of a majority of the entire voting power of any Pool Committee or the Advisory Committee  
11 shall constitute action by such committee. Any action or recommendation of a Pool Committee or the  
12 Advisory Committee shall be transmitted to Watermaster in writing, together with a report of any  
13 dissenting vote or opinion.

14  
15           36.     Compensation. Pool or Advisory Committee members may receive compensation, to be  
16 established by the respective pooling plan, but not to exceed twenty-five dollars (\$25.00) for each  
17 meeting of such Pool or Advisory Committee attended, and provided that no member of a Pool or  
18 Advisory Committee shall receive compensation of more than three hundred (\$300.00) dollars for service  
19 on any such committee during any one year. All such compensation shall be a part of Watermaster  
20 administrative expense. No member of any Pool or Advisory Committee shall be employed by  
21 Watermaster or compensated by Watermaster for professional or other services rendered to such Pool or  
22 Advisory Committee or to Watermaster, other than the fee for attendance at meetings herein provided,  
23 plus reimbursement of reasonable expenses related to activities within the Basin.

24  
25           37.     Organization.

26                   (a)     Organizational Meeting. At its first meeting in each year, each Pool Committee  
27 and the Advisory Committee shall elect a chairperson and a vice chairperson from its  
28

1 membership. It shall also select a secretary, a treasurer and such assistant secretaries and  
2 treasurers as may be appropriate, any of whom may, but need not, be members of such Pool or  
3 Advisory Committee.

4 (b) Regular Meetings. All Pool Committees and the Advisory Committee shall hold  
5 regular meetings at a place and time to be specified in the rules to be adopted by each Pool and  
6 Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any  
7 change in time or place thereof, shall be mailed to all active parties in said pool or pools.  
8

9 (c) Special Meetings. Special meetings of any Pool or Advisory Committee may be  
10 called at any time by the Chairperson or by any three (3) members of such Pool or Advisory  
11 Committee by delivering notice personally or by mail to each member of such Pool or Advisory  
12 Committee and to each active party at least 24 hours before the time of each such meeting in the  
13 case of personal delivery, and 96 hours in the case of mail. The calling notice shall specify the  
14 time and place of the special meeting and the business to be transacted. No other business shall  
15 be considered at such meeting.  
16

17 (d) Minutes. Minutes of all Pool Committee, Advisory Committee and Watermaster  
18 meetings shall be kept at Watermaster's offices. Copies thereof shall be mailed or otherwise  
19 furnished to all active parties in the pool or pools concerned. Said copies of minutes shall  
20 constitute notice of any Pool or Advisory Committee action therein reported, and shall be  
21 available for inspection by any party.

22 (e) Adjournments. Any meeting of any Pool or Advisory Committee may be  
23 adjourned to a time and place specified in the order of adjournment. Less than a quorum may so  
24 adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously  
25 posted forthwith on or near the door of the place where the meeting was held.

26 38. Powers and Functions. The powers and functions of the respective Pool Committees  
27 and the Advisory Committee shall be as follows:  
28



1 (a) Pool Committees. Each Pool Committee shall have the power and responsibility  
2 for developing policy recommendations for administration of its particular pool, as created under  
3 the Physical Solution. All actions and recommendations of any Pool Committee which require  
4 Watermaster implementation shall first be noticed to the other two pools. If no objection is  
5 received in writing within thirty (30) days, such action or recommendation shall be transmitted  
6 directly to Watermaster for action. If any such objection is received, such action or  
7 recommendation shall be reported to the Advisory Committee before being transmitted to  
8 Watermaster.

9 (b) Advisory Committee. The Advisory Committee shall have the duty to study, and  
10 the power to recommend, review and act upon all discretionary determinations made or to be  
11 made hereunder by Watermaster.

12  
13 [1] Committee Initiative. When any recommendation or advice of the  
14 Advisory Committee is received by Watermaster, action consistent therewith may be  
15 taken by Watermaster; provided, that any recommendation approved by 80 votes or more  
16 in the Advisory Committee shall constitute a mandate for action by Watermaster  
17 consistent therewith. If Watermaster is unwilling or unable to act pursuant to  
18 recommendation or advice from the Advisory Committee (other than such mandatory  
19 recommendations), Watermaster shall hold a public hearing, which shall be followed by  
20 written findings and decision. Thereafter, Watermaster may act in accordance with said  
21 decision, whether consistent with or contrary to said Advisory Committee  
22 recommendation. Such action shall be subject to review by the Court, as in the case of  
23 all other Watermaster determinations.

24  
25 [2] Committee Review. In the event Watermaster proposes to take  
26 discretionary action, other than approval or disapproval of a Pool Committee action or  
27 recommendation properly transmitted, or execute any agreement not theretofore within  
28 the scope of an Advisory Committee recommendation, notice of such intended action

1 shall be served on the Advisory Committee and its members at least thirty (30) days  
2 before the Watermaster meeting at which such action is finally authorized.

3 (c) Review of Watermaster Actions. Watermaster (as to mandated action), the  
4 Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert  
5 assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of  
6 any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be  
7 Watermaster expense to be allocated to the affected pool or pools.  
8

9 VI. PHYSICAL SOLUTION

10 A. GENERAL

11  
12 39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the  
13 California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution.  
14 The purpose of these provisions is to establish a legal and practical means for making the maximum  
15 reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term,  
16 conjunctive utilization of surface waters, ground waters and supplemental water, to meet the  
17 requirements of water users having rights in or dependent upon Chino Basin.  
18

19 40. Need for Flexibility. It is essential that this Physical solution provide maximum flexibility  
20 and adaptability in order that Watermaster and the Court may be free to use existing and future  
21 technological, social, institutional and economic options, in order to maximize beneficial use of the waters  
22 of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to  
23 supplement the discretion herein granted to the Watermaster.

24 41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool  
25 Committees, is granted discretionary powers in order to develop an optimum basin management program  
26 for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental  
27 water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must  
28

1 be subject to procedures established by and administered through Watermaster with the advice and  
2 assistance of the Advisory and Pool Committees composed of the affected producers. Both the quantity  
3 and quality of said water resources may thereby be preserved and the beneficial utilization of the Basin  
4 maximized.

5 42. General Pattern of Operations. It is contemplated that the rights herein decreed will be  
6 divided into three (3) operating pools for purposes of Watermaster administration. A fundamental  
7 premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to  
8 pump sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds  
9 the share of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the  
10 Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction.  
11 The method of assessment in each pool shall be as set forth in the applicable pooling plan.

## 12 B. POOLING

13 43. Multiple Pools Established. There are hereby established three (3) pools for  
14 Watermaster administration of, and for the allocation of responsibility for, and payment of, costs of  
15 replenishment water and other aspects of this Physical Solution.  
16  
17

18 (a) Overlying (Agricultural) Pool. The first pool shall consist of the State of California  
19 and all overlying producers who produce water for other than industrial or commercial purposes.  
20 The initial members of the pool are listed in Exhibit "C".  
21

22 (b) Overlying (Non-agricultural) Pool The second pool shall consist of overlying  
23 producers who produce water for industrial or commercial purposes. The initial members of this  
24 pool are listed in Exhibit "D".

25 (c) Appropriative Pool. A third and separate pool shall consist of owners of  
26 appropriative rights. The initial members of the pool are listed in Exhibit "E".  
27  
28

1 Any party who changes the character of his use may, by subsequent order of the Court, be  
2 reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be  
3 changed. Any non-party producer or any person who may hereafter commence production of water from  
4 Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to  
5 the proper pool by the order of the Court authorizing such intervention.

6 44. Determination and Allocation of Rights to Safe Yield of Chino Basin. The declared Safe  
7 Yield of Chino Basin is hereby allocated as follows:

<u>Pool</u>	<u>Allocation</u>
Overlying (Agricultural) Pool	414,000 acre-feet in any five (5) consecutive years.
Overlying (Non-agricultural) Pool	7,366 acre-feet per year.
Appropriative Pool	49,834 acre-feet per year.

13  
14 The foregoing acre foot allocations to the overlying pools are fixed. Any subsequent change in  
15 the Safe Yield shall be debited or credited to the Appropriative Pool. Basin Water available to the  
16 Appropriative Pool without replenishment obligation may vary from year to year as the Operating Safe  
17 Yield is determined by Watermaster pursuant to the criteria set forth in Exhibit "I".

18 45. Annual Replenishment. Watermaster shall levy and collect assessments in each year,  
19 pursuant to the respective pooling plans, in amounts sufficient to purchase replenishment water to  
20 replace production by any pool during the preceding year which exceeds that pool's allocated share of  
21 Safe Yield in the case of the overlying pools, or Operating Safe Yield in the case of the Appropriative  
22 Pool. It is anticipated that supplemental water for replenishment of Chino Basin may be available at  
23 different rates to the various pools to meet their replenishment obligations. If such is the case, each pool  
24 will be assessed only that amount necessary for the cost of replenishment water to that pool, at the rate  
25 available to the pool, to meet its replenishment obligation.

1 46. Initial Pooling Plans. The initial pooling plans, which are hereby adopted, are set forth in  
2 Exhibits "F", "G" and "H", respectively. Unless and until modified by amendment of the judgment pursuant  
3 to the Court's continuing jurisdiction, each such plan shall control operation of the subject pool.

4  
5 C. REPORTS AND ACCOUNTING

6 47. Production Reports. Each party or responsible party shall file periodically with  
7 Watermaster, pursuant to Watermaster rules, a report on a form to be prescribed by Watermaster  
8 showing the total production of such party during the preceding reportage period, and such additional  
9 information as Watermaster may require, including any information specified by the affected Pool  
10 Committee.

11  
12 48. Watermaster Report and Accounting. **Watermaster's Annual Report shall be filed by**  
13 **January 31 of each year. The Report shall apply to the preceding fiscal years' operation. The**  
14 **Report shall contain details as to operation of the Pools. A certified audit of assessments and**  
15 **expenditures pursuant to this Physical Solution, and a review of Watermaster activity.**<sup>7</sup>

16  
17 D. REPLENISHMENT

18 49. Sources of Supplemental Water. Supplemental water may be obtained by Watermaster  
19 from any available source. Watermaster shall seek to obtain the best available quality of supplemental  
20 water at the most reasonable cost for recharge in the Basin. To the extent that costs of replenishment  
21 water may vary between pools, each pool shall be liable only for the costs attributable to its required  
22 replenishment. Available sources may include, but are not limited to:

23 (a) Reclaimed Water. There exist a series of agreements generally denominated the  
24 Regional Waste Water Agreements between IEUA and owners of the major municipal sewer  
25

26  
27 <sup>7</sup> Order dated March 31, 1999.  
28

1 systems within the basin. Under those agreements, which are recognized hereby but shall be  
2 unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be  
3 made available for replenishment purposes. There are additional sources of reclaimed water  
4 which are, or may become, available to Watermaster for said purposes. Maximum beneficial use  
5 of reclaimed water shall be given high priority by Watermaster.

6 (b) State Water. State water constitutes a major available supply of supplemental  
7 water. In the case of State Water, Watermaster purchases shall comply with the water service  
8 provisions of the State's water service contracts. More specifically, Watermaster shall purchase  
9 State Water from MWD for replenishment of excess production within IEUA, WMWD and  
10 TVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in  
11 Chino Basin, except to the extent that MWD and SBVMWD give their consent as required by  
12 such State water service contracts.

13  
14 (c) Local Import. There exist facilities and methods for importation of surface and  
15 ground water supplies from adjacent basins and watersheds.

16  
17 (d) Colorado River Supplies. MWD has water supplies available from its Colorado  
18 River Aqueduct.

19 50. Methods of Replenishment. Watermaster may accomplish replenishment of  
20 overproduction from the Basin by any reasonable method, including:

21  
22 (a) Spreading and percolation or Injection of water in existing or new facilities,  
23 subject to the provisions of Paragraphs 19, 25 and 26 hereof.

24  
25 (b) In Lieu Procedures. Watermaster may make, or cause to be made, deliveries of  
26 water for direct surface use, in lieu of ground water production.

27 E. REVENUES

1           51.     Production Assessment. Production assessments, on whatever basis, may be levied by  
2 Watermaster pursuant to the pooling plan adopted for the applicable pool.

3           52.     Minimal Producers. Minimal Producers shall be exempted from payment of production  
4 assessments, upon filing of production reports as provided in Paragraph 47 of this Judgment, and  
5 payment of an annual five dollar (\$5.00) administrative fee as specified by Watermaster rules.  
6

7           53.     Assessment Proceeds -- Purposes. Watermaster shall have the power to levy  
8 assessments against the parties (other than minimal pumpers) based upon production during the  
9 preceding period of assessable production, whether quarterly, semi-annually or annually, as may be  
10 determined most practical by Watermaster or the affected Pool Committee.

11           54.     Administrative Expenses. The expenses of administration of this Physical Solution shall  
12 be categorized as either (a) general Watermaster administrative expense, or (b) special project expense.  
13

14                   (a)     General Watermaster Administrative Expense shall include office rental, general  
15 personnel expense, supplies and office equipment, and related incidental expense and general  
16 overhead.  
17

18                   (b)     Special Project Expense shall consist of special engineering, economic or other  
19 studies, litigation expense, meter testing or other major operating expenses. Each such project  
20 shall be assigned a Task Order number and shall be separately budgeted and accounted for.  
21 General Watermaster administrative expense shall be allocated and assessed against the  
22 respective pools based upon allocations made by the Watermaster, who shall make such  
23 allocations based upon generally accepted cost accounting methods. Special Project Expense  
24 shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express  
25 assent and finding of benefit by the Pool Committee, or pursuant to written order of the Court.

26           55.     Assessments -- Procedure. Assessments herein provided for shall be levied and  
27 collected as follows:  
28

1 (a) Notice of Assessment. Watermaster shall give written notice of all applicable  
2 assessments to each party on or before ninety (90) days after the end of the production period to  
3 which such assessment is applicable.

4 (b) Payment. Each assessment shall be payable on or before thirty (30) days after  
5 notice, and shall be the obligation of the party or successor owning the water production facility at  
6 the time written notice of assessment is given, unless prior arrangement for payment by others  
7 has been made in writing and filed with Watermaster.

8 (c) Delinquency. Any delinquent assessment shall bear interest at 10% per annum  
9 (or such greater rate as shall equal the average current cost of borrowed funds to the  
10 Watermaster) from the due date thereof. Such delinquent assessment and interest may be  
11 collected in a show-cause proceeding herein instituted by the Watermaster, in which case the  
12 Court may allow Watermaster its reasonable costs of collection, including attorney's fees.  
13

14  
15 56. Accumulation of Replenishment Water Assessment Proceeds. In order to minimize  
16 fluctuation in assessment and to give Watermaster flexibility in purchase and spreading of replenishment  
17 water, Watermaster may make reasonable accumulations of replenishment water assessment proceeds.  
18 Interest earned on such retained funds shall be added to the account of the pool from which the funds  
19 were collected and shall be applied only to the purchase of replenishment water.

20 57. Effective Date. The effective date for accounting and operation under this Physical  
21 Solution shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1,  
22 1978. Watermaster shall, however, require installation of meters or measuring devices and establish  
23 operating procedures immediately, and the cost of such Watermaster activity (not including the cost of  
24 such meters and measuring devices) may be recovered in the first administrative assessment in 1978.  
25  
26  
27  
28



VII. MISCELLANEOUS PROVISIONS

1  
2  
3 58. Designation of Address for Notice and Service. Each party shall designate the name and  
4 address to be used for purposes of all subsequent notices and service herein, either by its endorsement  
5 on the Stipulation for Judgment or by a separate designation to be filed within thirty (30) days after  
6 Judgment has been served. Said designation may be changed from time to time by filing a written notice  
7 of such change with the Watermaster. Any party desiring to be relieved of receiving notices of  
8 Watermaster or committee activity may file a waiver of notice on a form to be provided by Watermaster.  
9 Thereafter such party shall be removed from the Active Party list. Watermaster shall maintain at all times  
10 a current list of all active parties and their addresses for purposes of service. Watermaster shall also  
11 maintain a full current list of names and addresses of all parties or their successors, as filed herein.  
12 Copies of such lists shall be available, without cost, to any party, the Advisory Committee or any Pool  
13 Committee upon written request therefor.

14 59. Service of Documents. Delivery to or service upon any party or active party by the  
15 Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to  
16 such party or active party under or pursuant to the Judgment shall be made personally or by deposit in  
17 the United States mail, first class, postage prepaid, addressed to the designee and at the address in the  
18 latest designation filed by such party or active party.

19  
20 60. Intervention After Judgment. Any non-party assignee of the adjudicated appropriate  
21 rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may  
22 become a party to this Judgment upon filing a petition in intervention. Said intervention must be  
23 confirmed by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and  
24 entitled to the rights and privileges accorded under the Physical Solution herein, through the pool to which  
25 the Court shall assign such intervenor.  
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61. Loss of Rights. Loss, whether by abandonment, forfeiture or otherwise, of any right herein adjudicated shall be accomplished only (1) by a written election by the owner of the right filed with Watermaster, or (2) by order of the Court upon noticed motion and after hearing.

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

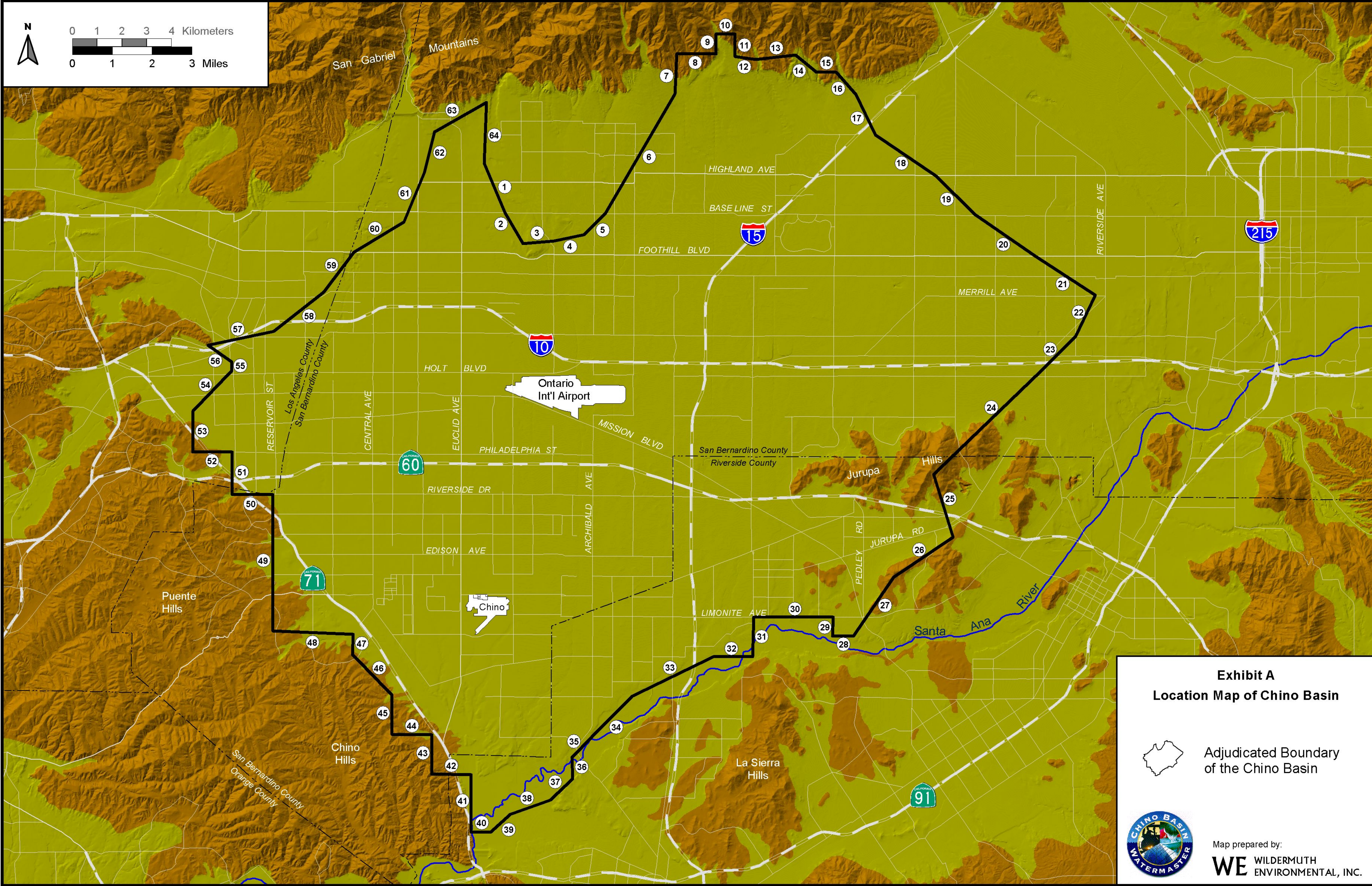
63. Judgment Binding on Successors. This Judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but also upon their respective heirs, executors, administrators, successors, assigns, lessees and licensees and upon the agents, employees and attorneys in fact of all such persons.

64. Costs. No party shall recover any costs in this proceeding from any other party.

Dated: January 1, 1978

Howard B. Weiner

Howard B. Weiner

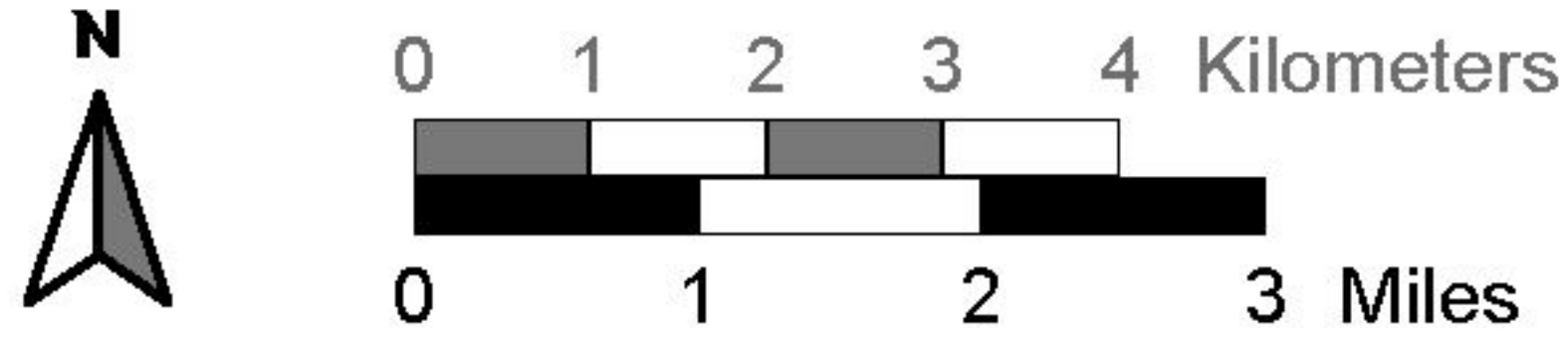


**Exhibit A**  
**Location Map of Chino Basin**

 Adjudicated Boundary of the Chino Basin



Map prepared by:  
**WE** WILDERMUTH ENVIRONMENTAL, INC.



**Exhibit B**  
**Hydrologic Map of Chino Basin**

- Fault**  
 (Solid where known; dashed where approximate; dotted where concealed; queried where unknown; big dots where barrier to groundwater flow)
- Groundwater Divide**



Map prepared by:  
**WE** WILDERMUTH ENVIRONMENTAL, INC.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	STATE OF CALIFORNIA	Aphessetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli, Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J.N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L.S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.
	Barnhill, Paul	Boersma, Angie

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Bartel, Dale	Boersma, Berdina
2	Bartel, Ursula	Boersma, Frank
3	Bartel, Willard	Boersma, Harry
4	Barthelemy, Henry	Boersma, Paul
5	Barthelemy, Roland	Boersma, Sam
6	Bassler, Donald V., M.D.	Boersma, William L.
7	Bates, Lowell R.	Bohlander & Holmes, Inc.
8	Bates, Mildred L.	Bokma, Peter
9	Beahm, James W.	Bollema, Jacob
10	Beahm, Joan M.	Boonstoo, Edward
11	Bekendam, Hank	Bootsma, Jim
12	Bekendam, Pete	Borba, Dolene
13	Bello, Eugene	Borba, Dolores
14	Bello, Olga	Borba, Emily
15	Beltman, Evelyn	Borba, George
16	Beltman, Tony	Borba, John
17	Bergquist Properties, Inc.	Borba, John & Sons
18	Bevacqua, Joel A.	Borba, John Jr.
19	Bevacqua, Marie B.	Borba, Joseph A.
20	Bidart, Bernard	Borba, Karen E.
21	Bidart, Michael J.	Borba, Karen M.
22	Binnell, Wesley	Borba, Pete, Estate of
23	Black, Patricia E.	Borba, Ricci
24	Black, Victor	Borba, Steve
25	Bodger, John & Sons Co.	Borba, Tom
26	Boer, Adrian	Bordisso, Alleck
27	Boersma and Wind Dairy	Borges, Angelica M.
28	Borges, Bernadette	Bothof, Roger W.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Borges, John O.	Bouma, Cornie
2	Borges, Linda L.	Bouma, Emma
3	Borges, Manual Jr.	Bouma, Henry P.
4	Borges, Tony	Bouma, Martin
5	Bos, Aleid	Bouma, Peter G. & Sons Dairy
6	Bos, Gerrit	Bouma, Ted
7	Bos, John	Bouman, Helen
8	Bos, John	Bouman, Sam
9	Bos, Margaret	Bower, Mabel E.
10	Bos, Mary	Boys Republic
11	Bos, Mary Beth	Breedyk, Arie
12	Bos, Tony	Breedyk, Jessie
13	Bosch, Henrietta	Briano Brothers
14	Bosch, Peter T.	Briano, Albert
15	Boschma, Betty	Briano, Albert Trustee for
16	Boschma, Frank	Briano, Albert Frank
17	Boschma, Greta	Briano, Lena
18	Boschma, Henry	Brink, Russell N.
19	Bosma, Dick	Brinkerhoff, Margaret
20	Bosma, Florence G.	Brinkerhoff, Robert L.
21	Bosma, Gerrit	Britschgi, Florence
22	Bosma, Jacob J.	Britschgi, Magdalena Garetto
23	Bosma, Jeanette Thea	Britschgi, Walter P.
24	Bosman, Frank	Brommer, Marvin
25	Bosman, Nellie	Brookside Enterprizes, dba
26	Bosnyak, Goldie M.	Brookside Vineyard Co.
27	Bosnyak, Martin	Brothers Three Dairy
28	Brown, Eugene	Chino Corona Investment

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Brun, Martha M.	Chino Water Co.
2	Brun, Peter Robert	Christensen, Leslie
3	Buma, Duke	Christensen, Richard G.
4	Buma, Martha	Christian, Ada R.
5	Bunse, Nancy	Christian, Harold F.
6	Bunse, Ronnie L.	Christy, Ella J.
7	Caballero, Bonnie L.	Christy, Ronald S.
8	Caballero, Richard F.	Cihigoyenette, Jean
9	Cable Airport Inc.	Cihigoyenette, Leona
10	Cadlini, Donald	Cihigoyenette, Martin
11	Cadlini, Jesse R.	Clarke, Arthur B.
12	Cadlini, Marie Edna	Clarke, Nancy L.
13	Cambio, Anna	Clarke, Phyllis J.
14	Cambio, Charles, Estate of	Coelho, Isabel
15	Cambio, William V.	Coelho, Joe A. Jr.
16	Cardoza, Florence	Collins, Howard E.
17	Cardoza, Olivi	Collins, Judith F.
18	Cardoza, Tony	Collinsworth, Ester L.
19	Carnesi, Tom	Collinsworth, John E.
20	Carver, Robt M., Trustee	Collinsworth, Shelby
21	Cauffman, John R.	Cone Estate (05-2-00648/649)
22	Chacon Bros.	Consolidated Freightways Corp.
23	Chancon, Elvera P.	of Delaware
24	Chacon, Joe M.	Corona Farms Co.
25	Chacon, Robert M.	Corra, Rose
26	Chacon, Virginia L.	Costa, Dimas S.
27	Chez, Joseph C.	Costa, Laura
28	Costa, Myrtle	De Boer, L.H.



**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Costamagna, Antonio	De Boer, Sidney
2	Costamagna, Joseph	De Bos, Andrew
3	Cousyn, Claus B.	De Graaf, Anna Mae
4	Cramer, Carole F.	De Graaf, Gerrit
5	Cramer, William R.	De Groot, Dick
6	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
7	Crouse, Beatrice I.	De Groot, Ernest
8	Crouse, Roger	De Groot, Henrietta
9	Crowley, Juanita C.	De Groot, Jake
10	Crowley, Ralph	De Groot, Pete Jr.
11	Cucamonga Vintners	De Haan, Bernadena
12	D'Astici, Teresa	De Haan, Henry
13	Da Costa, Cecilia B.	De Hoog, Adriana
14	Da Costa, Joaquim F.	De Hoog, Joe
15	Daloisio, Norman	De Hoog, Martin
16	De Berard Bros.	De Hoog, Martin L.
17	De Berard, Arthur, Trustee	De Hoog, Mitch
18	De Berard, Charles	De Hoog, Tryntje
19	De Berard, Chas., Trustee	De Jager, Cobi
20	De Berard, Helan J.	De Jager, Edward D.
21	De Berard, Robert	De Jong Brothers Dairy
22	De Berard, Robert Trustee	De Jong, Cornelis
23	De Bie, Adrian	De Jong, Cornelius
24	De Bie, Henry	De Jong, Grace
25	De Bie, Margaret M.	De Jong, Jake
26	De Bie, Marvin	De Jong, Lena
27	De Boer, Fred	De Leeuw, Alice
28	De Leeuw, Sam	Dirkse, Catherine

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	De Soete, Agnes	Dirkse, Charles C.
2	De Soete, Andre	Dixon, Charles E.
3	De Vries, Abraham	Dixon, Geraldine A.
4	De Vries, Case	Doesberg, Hendrica
5	De Vries, Dick	Doesburg, Theodorus, P.
6	De Vries, Evelyn	Dolan, Marion
7	De Vries, Henry, Estate of	Dolan, Michael H.
8	De Vries, Hermina	Dominguez, Helen
9	De Vries, Jack H.	Dominguez, Manual
10	De Vries, Jane	Donkers, Henry A.
11	De Vries, Janice	Donkers, Nellie G.
12	De Vries, John	Dotta Bros.
13	De Vries, John J.	Douma Brothers Dairy
14	De Vries, Neil	Douma, Betty A.
15	De Vries, Ruth	Douma, Fred A.
16	De Vries, Theresa	Douma, Hendrika
17	De Wit, Gladys	Douma, Herman G.
18	De Wit, Peter S.	Douma, Narleen J.
19	De Wyn, Evert	Douma, Phillip M.
20	De Zoete, Hattie V.	Dow Chemical Co.
21	Do Zoete, Leo A.	Dragt, Rheta
22	Decker, Hallie	Dragt, William
23	Decker, Henry A.	Driftwood Dairy Farm
24	Demmer, Ernest	Droogh, Case
25	Di Carlo, Marie	Duhalde, Marian
26	Di Carlo, Victor	Duhalde, Lauren
27	Di Tommaso, Frank	Duits, Henrietta
28	Duits, John	Excelsior Farms F.D.I.C.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Dunlap, Edna Kraemer,	Fagundes, Frank M.
2	Estate of	Fagundes, Mary
3	Durrington, Glen	Fernandes, Joseph Jr.
4	Durrington, William F.	Fernandes, Velma C.
5	Dusi, John Sr.	Ferraro, Ann
6	Dykstra, Dick	Ferreira, Frank J.
7	Dykstra, John	Ferreira, Joe C. Jr.
8	Dykstra, John & Sons	Ferreira, Narcie
9	Dykstra, Wilma	Fillippi, J. Vintage Co.
10	Dyt, Cor	Filippi, Joseph
11	Dyt, Johanna	Filippi, Joseph A.
12	E and S Grape Growers	Filippi, Mary E.
13	Eaton, Thomas, Estate of	Fitzgerald, John R.
14	Echeverria, Juan	Flameling Dairy Inc.
15	Echeverria, Carlos	Flamingo Dairy
16	Echeverria, Pablo	Foss, Douglas E.
17	Eilers, E. Myrle	Foss, Gerald R.
18	Eilers, Henry W.	Foss, Russel
19	El Prado Golf Course	Fred & John Troost No. 1 Inc.
20	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
21	Engelsma, Jake	Freitas, Beatriz
22	Engelsma, Susan	Freitas, Tony T.
23	Escojeda, Henry	Gakle, Louis L.
24	Etiwanda Grape Products Co.	Galleano Winery, Inc.
25	Euclid Ave. Investment One	Galleano, Bernard D.
26	Euclid Ave. Investment Four	Galleano, D.
27	Euclid Ave. Three Investment	Galleano, Mary M.
28	Garcia, Pete	Hansen, Raymond F.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Gardner, Leland V.	Hanson, Ardeth W.
2	Gardner, Lola M.	Harada, James T.
3	Garrett, Leonard E.	Harada, Violet A.
4	Garrett, Patricia T.	Haringa, Earl and Sons
5	Gastelluberry, Catherine	Haringa, Herman
6	Gastelluberry, Jean	Haringa, Rudy
7	Gilstrap, Glen E.	Haringa, William
8	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
9	Godinho, John	Harrington, Winona
10	Godinho, June	Harrison, Jacqueline A.
11	Gonsalves, Evelyn	Hatanaka, Kenichi
12	Gonsalves, John	Heida, Annie
13	Gorzeman, Geraldine	Heida, Don
14	Gorzeman, Henry A.	Heida, Jim
15	Gorzeman, Joe	Heida, Sam
16	Govea, Julia	Helms, Addison D.
17	Goyenette, Albert	Helms, Irma A.
18	Grace, Caroline E.	Hermans, Alma I.
19	Grace, David J.	Hermans, Harry
20	Gravatt, Glenn W.	Hettinga, Arthur
21	Gravatt, Sally Mae	Hettinga, Ida
22	Greydanus Dairy, Inc.	Hettinga, Judy
23	Greydanus, Rena	Hettinga, Mary
24	Griffin Development Co.	Hettinga, Wilbur
25	Haagsma, Dave	Heublein, Inc., Grocery Products
26	Haagsma, John	Group
27	Hansen, Mary D.	Hibma, Catherine M.
28	Hibma, Sidney	Hohberg, Harold C.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Hicks, Kenneth I.	Hohberg, Harold W.
2	Hicks, Minnie M.	Holder, Arthur B.
3	Higgins Brick Co.	Holder, Dorothy F.
4	Highstreet, Alfred V.	Holmes, A. Lee
5	Highstreet, Evada V.	Holmes, Frances P.
6	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
7	Hilarides, Frank	Hoogeboom, Pete
8	Hilarides, John as Trustee	Hoogendam, John
9	Hindelang, Tillie	Hoogendam, Tena
10	Hindelang, William	Houssels, J. K. Thoroughbred
11	Hobbs, Bonnie C.	Farm
12	Hobbs, Charles W.	Hunt Industries
13	Hobbs, Hazel I.	Idsinga, Ann
14	Hobbs, Orlo M.	Idsinga, William W.
15	Hoekstra, Edward	Imbach Ranch, Inc.
16	Hoekstra, George	Imbach, Kenneth E.
17	Hoekstra, Grace	Imbach, Leonard K.
18	Hoekstra, Louie	Imbach, Oscar K.
19	Hofer, Paul B.	Imbach, Ruth M.
20	Hofer, Phillip F.	Indaburu, Jean
21	Hofstra, Marie	Indaburu, Marceline
22	Hogeboom, Jo Ann M.	Iseli, Kurt H.
23	Hogeboom, Maurice D.	Ito, Kow
24	Hogg, David V.	J & B Dairy Inc.
25	Hogg, Gene P.	Jaques, Johnny C. Jr.
26	Hogg, Warren G.	Jaques, Mary
27	Hohberg, Edith J.	Jaques, Mary Lou
28	Jay Em Bee Farms	Knevelbaard, John

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
2	Johnston, Ellwood W.	Knudsen, Karen M.
3	Johnston, George F. Co.	Knudsen, Kenneth
4	Johnston, Judith H.	Knudson, Robert
5	Jones, Leonard P.	Knudson, Darlene
6	Jongsma & Sons Dairy	Koel, Helen S.
7	Jongsma, Diana A.	Koetsier, Gerard
8	Jongsma, Dorothy	Koetsier, Gerrit J.
9	Jongsma, George	Koetsier, Jake
10	Jongsma, Harold	Koning, Fred W.
11	Jongsma, Henry	Koning, Gloria
12	Jongsma, John	Koning, J. W. Estate
13	Jongsma, Nadine	Koning, James A.
14	Jongsma, Tillie	Koning, Jane
15	Jordan, Marjorie G.	Koning, Jane C.
16	Jordan, Troy O.	Koning, Jennie
17	Jorritsma, Dorothy	Koning, John
18	Juliano, Albert	Koning, Victor A.
19	Kamper, Cornelis	Kooi Holstein Corporation
20	Kamstra, Wilbert	Koolhaas, Kenneth E.
21	Kaplan, Lawrence J.	Koolhaas, Simon
22	Kasbergen, Martha	Koolhaas, Sophie Grace
23	Kasbergen, Neil	Koopal, Grace
24	Kazian, Angelen Estate of	Koopal, Silas
25	Kingsway, Const. Corp.	Koopman, Eka
26	Klapps Market	Koopman, Gene T.
27	Kline, James K.	Koopman, Henry G.
28	Koopman, Ted	Leck, Arthur A.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Koopman, Tena	Leck, Evelyn M.
2	Koot, Nick	Lee, Harold E.
3	Koster, Aart	Lee, Helen J.
4	Koster, Frances	Lee, Henrietta C.
5	Koster, Henry B.	Lee, R. T. Construction Co.
6	Koster, Nellie	Lekkerkerk, Adriana
7	Kroes, Jake R.	Lekkerkerk, L. M.
8	Kroeze, Bros	Lekkerkerker, Nellie
9	Kroeze, Calvin E.	Lekkerkerker, Walt
10	Kroeze, John	Lewis Homes of California
11	Kroeze, Wesley	Livingston, Dorothy M.
12	Kruckenber, Naomi	Livingston, Rex E.
13	Kruckenber, Perry	Lokey, Rosemary Kraemer
14	L. D. S. Welfare Ranch	Lopes, Candida A.
15	Labrucherie, Mary Jane	Lopes, Antonio S.
16	Labrucherie, Raymond F.	Lopez, Joe D.
17	Lako, Samuel	Lourenco, Carlos, Jr.
18	Landman Corp.	Lourenco, Carmelina P.
19	Lanting, Broer	Lourenco, Jack C.
20	Lanting, Myer	Lourenco, Manual H.
21	Lass, Jack	Lourenco, Mary
22	Lass, Sandra L.	Lourenco, Mary
23	Lawrence, Cecelia, Estate of	Luiten, Jack
24	Lawrence, Joe H., Estate of	Luiz, John M.
25	Leal, Bradley W.	Luna, Christine I.
26	Leal, John C.	Luna, Ruben T.
27	Leal, John Craig	Lusk, John D. and Sons A California Corporation
28		
	Lyon, Gregory E.	Mickel, Louise

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Lyon, Paula E.	Miersma, Dorothy
2	M & W Co. #2	Meirsma, Harry C.
3	Madole, Betty M.	Minaberry, Arnaud
4	Madole, Larry B.	Minaberry, Marie
5	Marquez, Arthur	Mistretta, Frank J.
6	Marquine, Jean	Mocho and Plaa Inc.
7	Martin, Lelon O.	Mocho, Jean
8	Martin, Leon O.	Mocho, Noeline
9	Martin, Maria D.	Modica, Josephine
10	Martin, Tony J.	Montes, Elizabeth
11	Martins, Frank	Montes, Joe
12	Mathias, Antonio	Moons, Beatrice
13	Mc Cune, Robert M.	Moons, Jack
14	Mc Masters, Gertrude	Moramarco, John A. Enterprise
15	Mc Neill, J. A.	Moreno, Louis W.
16	Mc Neill, May F.	Moss, John R.
17	Mees, Leon	Motion Pictures Associates, Inc.
18	Mello and Silva Dairy	Moynier, Joe
19	Mello and Sousa Dairy	Murphy, Frances V.
20	Mello, Emilia	Murphy, Myrl L.
21	Mello, Enos C.	Murphy, Naomi
22	Mello, Mercedes	Nanne, Martin Estate of
23	Mendondo, Catherine	Nederend, Betty
24	Mendondo, Dominique	Nederend, Hans
25	Meth. Hosp. – Sacramento	Norfolk, James
26	Metzger, R. S.	Norfolk, Martha
27	Metzger, Winifred	Notrica, Louis
28	Nyberg, Lillian N.	Ormonde, Viva



EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Nyenhuis, Annie	Ortega, Adeline B.
2	Nyenhuis, Jim	Ortega, Bernard Dino
3	Occidental Land Research	Osterkamp, Joseph S.
4	Okumura, Marion	Osterkamp, Margaret A.
5	Okumura, Yuiche	P I E Water Co.
6	Oldengarm, Effie	Palmer, Eva E.
7	Oldengarm, Egbert	Palmer, Walter E.
8	Oldengarm, Henry	Parente, Luis S.
9	Oliviera, Manuel L.	Parente, Mary Borba
10	Oliviera, Mary M.	Parks, Jack B.
11	Olson, Albert	Parks, Laura M.
12	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
13	Omlin, Anton	Payne, Clyde H.
14	Omlin, Elsie L.	Payne, Margo
15	Ontario Christian School Assn.	Pearson, Athelia K.
16	Oord, John	Pearson, William C.
17	Oostdam, Jacoba	Pearson, William G.
18	Oostdam, Pete	Pene, Robert
19	Oosten, Agnes	Perian, Miller
20	Oosten, Anthonia	Perian, Ona E.
21	Oosten, Caroline	Petrissans, Deanna
22	Oosten, John	Petrissans, George
23	Oosten, Marinus	Petrissans, Jean P.
24	Oosten, Ralph	Petrissans, Marie T.
25	Orange County Water District	Pickering, Dora M.
26	Ormonde, Manuel	(Mrs. A. L. Pickering)
27	Ormonde, Pete, Jr.	Pierce, John
28	Pierce, Sadie	Righetti, A. T.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Pietszak, Sally	Riley, George A.
2	Pine, Joe	Riley, Helen C.
3	Pine, Virginia	Robbins, Jack K.
4	Pires, Frank	Rocha, John M.
5	Pires, Marie	Rocha, Jose C.
6	Plaa, Jeanne	Rodrigues, John
7	Plaa, Michel	Rodrigues, Manuel
8	Plantenga, Agnes	Rodrigues, Manuel, Jr.
9	Plantenga, George	Rodrigues, Mary L.
10	Poe, Arlo D.	Rodriguez, Daniel
11	Pomona Cemetery Assn.	Rogers, Jack D.
12	Porte, Cecelia, Estate of	Rohrer, John A.
13	Porte, Garritt, Estate of	Rohrer, Theresa D.
14	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
15	Ramella, Mary M.	Rossetti, M. S.
16	Ramirez, Concha	Roukema, Angeline
17	Rearick, Hildegard H.	Roukema, Ed.
18	Rearick, Richard R.	Roukema, Nancy
19	Reinalda, Clarence	Roukema, Siebren
20	Reitsma, Greta	Ruderian, Max J.
21	Reitsma, Louis	Russell, Fred J.
22	Rice, Bernice	Rusticus, Ann
23	Rice, Charlie E.	Rusticus, Charles
24	Richards, Karin	Rynsburger, Arie
25	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
26	Richards, Ronald L.	Rynsburger, Joan Adele
27	Ridder, Jennie Wassenaar	Rynsburger, Thomas
28	S. P. Annex, Inc.	Scott, Frances M.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Salisbury, Elinor J.	Scott, Linda F.
2	Sanchez, Edmundo	Scott, Stanley A.
3	Sanchez, Margarita O.	Scritsmier, Lester J.
4	Santana, Joe Sr.	Serl, Charles A.
5	Santana, Palmira	Serl, Rosalie P.
6	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
7	Scaramella, George P.	Shamel, Burt A.
8	Schaafsma Bros.	Shelby, Harold E.
9	Schaafsma, Jennie	Shelby, John A.
10	Schaafsma, Peter	Shelby, Velma M.
11	Schaafsma, Tom	Shelton, Alice A.
12	Schaap, Andy	Sherwood, Robert W.
13	Schaap, Ids	Sherwood, Sheila J.
14	Schaap, Maria	Shue, Eva
15	Schacht, Sharon C.	Shue, Gilbert
16	Schakel, Audrey	Sieperda, Anne
17	Schakel, Fred	Sieperda, James
18	Schmid, Olga	Sigrist, Hans
19	Schmidt, Madeleine	Sigrist, Rita
20	Schoneveld, Evert	Silveira, Arline L.
21	Schoneveld, Henrietta	Silveira, Frank
22	Schoneveld, John	Silveira, Jack
23	Schoneveld, John Allen	Silveira, Jack P. Jr.
24	Schug, Donald E.	Simas, Dolores
25	Schug, Shirley A.	Simas, Joe
26	Schuh, Bernatta M.	Singleton, Dean
27	Schuh, Harold H.	Singleton, Elsie R.
28	Sinnott, Jim	Staal, John

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Sinnott, Mildred B.	Stahl, Zippora P.
2	Slegers, Dorothy	Stampfl, Berta
3	Slegers, Hubert J.	Stampfl, William
4	Slegers, Jake	Stanley, Robert E.
5	Slegers, Jim	Stark, Everett
6	Slegers, Lenwood M.	Stellingwerf, Andrew
7	Slegers, Martha	Stellingwerf, Henry
8	Slegers, Tesse J.	Stellingwerf, Jenette
9	Smith, Edward S.	Stellingwerf, Shana
10	Smith, Helen D.	Stellingwerf, Stan
11	Smith, James E.	Stelzer, Mike C.
12	Smith, Keith J.	Sterk, Henry
13	Smith, Lester W.	Stiefel, Winifred
14	Smith, Lois Maxine	Stiefel, Jack D.
15	Smith, Marjorie W.	Stigall, Richard L.
16	Soares, Eva	Stigall, Vita
17	Sogioka, Mitsuyoshi	Stockman's Inn
18	Sogioka, Yoshimato	Stouder, Charlotte A.
19	Sousa, Sam	Stouder, William C.
20	Southern Pacific Land Co.	Struikmans, Barbara
21	Southfield, Eddie	Struikmans, Gertie
22	Souza, Frank M.	Struikmans, Henry Jr.
23	Souza, Mary T.	Struikmans, Henry Sr.
24	Spickerman, Alberta	Struikmans, Nellie
25	Spickerman, Florence	Swager, Edward
26	Spickerman, Rudolph	Swager, Gerben
27	Spyksma, John	Swager, Johanna
28	Swager, Marion	Terpstra, Theodore G.

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Swierstra, Donald	Teune, Tony
2	Swierstra, Fanny	Teunissen, Bernard
3	Sybrandy, Ida	Teunissen, Jane
4	Sybrandy, Simon	Thomas, Ethel M.
5	Sytsma, Albert	Thommen, Alice
6	Sytsma, Edith	Thommen, Fritz
7	Sytsma, Jennie	Tillema, Allie
8	Sytsma, Louie	Tillema, Harold
9	Te Velde, Agnes	Tillema, Klaas D.
10	Te Velde, Bay	Timmons, William R.
11	Te Velde, Bernard A.	Tollerup, Barbara
12	Te Velde, Bonnie	Tollerup, Harold
13	Te Velde, Bonnie G.	Trapani, Louis A.
14	Te Velde, George	Trimlett, Arlene R.
15	Te Velde, George, Jr.	Trimlett, George E.
16	Te Velde, Harm	Tristant, Pierre
17	Te Velde, Harriet	Tuinhout, Ale
18	Te Velde, Henry J.	Tuinhout, Harry
19	Te Velde, Jay	Tuinhout, Hilda
20	Te Velde, Johanna	Tuls, Elizabeth
21	Te Velde, John H.	Tuls, Jack S.
22	Te Velde, Ralph A.	Tuls, Jake
23	Te Velde, Zwaantina, Trustee	Union Oil Company of California
24	Ter Maaten, Case	United Dairyman's Co-op.
25	Ter Maaten, Cleone	Urquhart, James G.
26	Ter Maaten, Steve	Usle, Cathryn
27	Terpstra, Carol	Usle, Faustino
28	V & Y Properties	Van Hofwegen, Clara

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Vaile, Beryl M.	Van Hofwegen, Jessie
2	Valley Hay Co.	Van Klaveren, A.
3	Van Beek Dairy Inc.	Van Klaveren, Arie
4	Van Canneyt Dairy	Van Klaveren, Wilhelmina
5	Van Canneyt, Maurice	Van Klaveren, William
6	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
7	Van Dam, Bas	Van Leeuwen, Arie C.
8	Van Dam, Isabelle	Van Leeuwen, Arlan
9	Van Dam, Nellie	Van Leeuwen, Clara G.
10	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
11	Van Den Berg, Joyce	Van Leeuwen, Harriet
12	Van Den Berg, Marinus	Van Leeuwen, Jack
13	Van Den Berg, Marvin	Van Leeuwen, John
14	Van Der Linden, Ardith	Van Leeuwen, Letie
15	Van Der Linden, John	Van Leeuwen, Margie
16	Van Der Linden, Stanley	Van Leeuwen, Paul
17	Van Der Veen, Kenneth	Van Leeuwen, William A.
18	Van Diest, Anna T.	Van Ravenswaay, Donald
19	Van Diest, Cornelius	Van Ryn Dairy
20	Van Diest, Ernest	Van Ryn, Dick
21	Van Diest, Rena	Van Surksum, Anthonetta
22	Van Dyk, Bart	Van Surksum, John
23	Van Dyk, Jeanette	Van Veen, John
24	Van Foeken, Martha	Van Vliet, Effie
25	Van Foeken, William	Van Vliet, Hendrika
26	Van Hofwegen, Steve	Van Vliet, Hugo
27	Van Hofwegen, Adrian A.	Van Vliet, Klaas
28	Vande Witte, George	Vander Laan, Katie

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Vanden Berge, Gertie	Vander Laan, Martin Jr.
2	Vanden Berge, Gertie	Vander Laan, Tillie
3	Vanden Berge, Jack	Vander Leest, Anna
4	Vanden Berge, Jake	Vander Leest, Ann
5	Vanden Brink, Stanley	Vander Meer, Alice
6	Vander Dussen, Agnes	Vander Meer, Dick
7	Vander Dussen, Cor	Vander Poel, Hank
8	Vander Dussen, Cornelius	Vander Poel, Pete
9	Vander Dussen, Edward	Vander Pol, Irene
10	Vander Dussen, Geraldine Marie	Vander Pol, Margie
11	Vander Dussen, James	Vander Pol, Marines
12	Vander Dussen, John	Vander Pol, William P.
13	Vander Dussen, Nelvina	Vander Schaaf, Earl
14	Vander Dussen, Rene	Vander Schaaf, Elizabeth
15	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
16	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
17	Vander Dussen Trustees	Vander Schaaf, Ted
18	Vander Eyk, Case Jr.	Vander Stelt, Catherine
19	Vander Eyk, Case Sr.	Vander Stelt, Clarence
20	Vander Feer, Peter	Vander Tuig, Arlene
21	Vander Feer, Rieka	Vander Tuig, Sylvester
22	Vander Laan, Ann	Vander Veen, Joe A.
23	Vander Laan, Ben	Vandervlag, Robert
24	Vander Laan, Bill	Vander Zwan, Peter
25	Vander Laan, Corrie	Vanderford, Betty W.
26	Vander Laan, Henry	Vanderford, Claud R.
27	Vander Laan, James	Vanderham, Adrian
28	Vanderham, Cornelius	Vestal, J. Howard

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Vanderham, Cornelius P.	Visser, Gerrit
2	Vanderham, Cory	Visser, Grace
3	Vanderham, E. Jane	Visser, Henry
4	Vanderham, Marian	Visser, Jess
5	Vanderham, Martin	Visser, Louie
6	Vanderham, Pete C.	Visser, Neil
7	Vanderham, Wilma	Visser, Sam
8	Vasquez, Eleanor	Visser, Stanley
9	Veenendaal, Evert	Visser, Tony D.
10	Veenendaal, John H.	Visser, Walter G.
11	Veiga, Dominick, Sr.	Von Der Ahe, Fredric T.
12	Verbree, Jack	Von Euw, George
13	Verbree, Tillie	Von Euw, Majorie
14	Verger, Bert	Von Lusk, a limited partnership
15	Verger, Betty	Voortman, Anna Marie
16	Verhoeven, Leona	Voortman, Edward
17	Verhoeven, Martin	Voortman, Edwin J.
18	Verhoeven, Wesley	Voortman, Gertrude Dena
19	Vermeer, Dick	Wagner, Richard H.
20	Vermeer, Jantina	Walker, Carole R.
21	Vernola Ranch	Walker, Donald E.
22	Vernola, Anthonietta	Walker, Wallace W.
23	Vernola, Anthony	Wardle, Donald M.
24	Vernola, Frank	Warner, Dillon B.
25	Vernola, Mary Ann	Warner, Minnie
26	Vernola, Pat F.	Wassenaar, Peter W.
27	Vestal, Frances Lorraine	Waters, Michael
28	Weeda, Adriana	Wiersma, Jake



**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Weeda, Daniel	Wiersma, Otto
2	Weeks, O. L.	Wiersma, Pete
3	Weeks, Verona E.	Winchell, Verne H., Trustee
4	Weidman, Maurice	Wind, Frank
5	Weidman, Virginia	Wind, Fred
6	Weiland, Adaline I.	Wind, Hilda
7	Weiland, Peter J.	Wind, Johanna
8	Wesselink, Jules	Woo, Frank
9	West, Katharine R.	Woo, Sem Gee
10	West, Russel	Wybenga, Clarence
11	West, Sharon Ann	Wybenga, Gus
12	Western Horse Property	Wybenga, Gus K.
13	Westra, Alice	Wybenga, Sylvia
14	Westra, Henry	Wynja, Andy
15	Westra, Hilda	Wynja, Iona F.
16	Westra, Jake J.	Yellis, Mildred
17	Weststeyn, Freida	Yellis, Thomas E.
18	Weststeyn, Pete	Ykema-Harmsen Dairy
19	Whitehurst, Louis G.	Ykema, Floris
20	Whitehurst, Pearl L.	Ykema, Harriet
21	Whitmore, David L.	Yokley, Betty Jo
22	Whitmore, Mary A.	Yokley, Darrell A.
23	Whitney, Adolph M.	Zak, Zan
24	Wiersema, Harm	Zivelonghi, George
25	Wiersema, Harry	Zivelonghi, Margaret
26	Wiersma, Ellen H.	Zwaagstra, Jake
27	Wiersma, Gladys J.	Zwaagstra, Jessie M.
28		Zwart, Case

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

NON-PRODUCER WATER DISTRICTS

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- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

- |                   |                     |
|-------------------|---------------------|
| Cheryl L. Bain    | Roy W. Lantis       |
| Warren Bain       | Sharon I. Lantis    |
| John M. Barcelona | Frank Lorenz        |
| Letty Bassler     | Dagney H. MacDonald |
| John Brazil       | Frank E. Martin     |
| John S. Briano    | Ruth C. Martin      |
| Lupe Briano       | Connie S. Mello     |
| Paul A. Briano    | Naldiro J. Mello    |
| Tillie Briano     | Felice Miller       |
| Arnie B. Carlson  | Ted Miller          |
| John Henry Fikse  | Masao Nerio         |
| Phyllis S. Fikse  | Tom K. Nerio        |
| Lewellyn Flory    | Toyo Nerio          |
| Mary I. Flory     | Yuriko Nerio        |
| L. H. Glazer      | Harold L. Rees      |
| Dorothy Goodman   | Alden G. Rose       |
| Sidney D. Goodman | Claude Rouleau, Jr. |
| Frank Grossi      | Patricia M. Rouleau |
| Harada Brothers   | Schultz Enterprises |
| Ellen Hettinga    | Albert Shaw         |

**EXHIBIT "C"**

**STIPULATING OVERLYING AGRICULTURAL PRODUCERS**

1	Hein Hettinga	Lila Shaw
2	Dick Hofstra, Jr.	Cathy M. Stewart
3	Benjamin M. Hughey	Marvin C. Stewart
4	Frieda L. Hughey	Betty Ann Stone
5	Guillaume Indart	John B. Stone
6	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
7	Perry Kruckenberg, Jr.	Catherine Verburg
8	Martin Verburg	
9	Donna Vincent	
10	Larry Vincent	
11	Cliff Wolfe & Associates	
12	Ada M. Woll	
13	Zarubica Co.	

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**EXHIBIT "D"**

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**OVERLYING NON-AGRICULTURAL RIGHTS**

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre-Feet)</u>	<u>Share of Safe Yield (Acre-Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino (Airport)	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co. dba Blue Seal Linen	24	18.789
Sunkist Growers, Inc.	2,393	1,873.402
Carlsberg Mobile Home Properties, Ltd '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0.000</u>
Totals	9,409	7,366.000

**EXHIBIT "E"**

**APPROPRIATIVE RIGHTS**

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre-Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Services District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Feldspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Company	9,188.3	6,396.736	11.666
Marygold Mutual Water Company	941.3	655.317	1.195
Mira Loma Water Company	1,116.0	776.940	1.417
Monte Vista Irrigation Company	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Company	3,106.3	2,162.553	3.944
San Antonio Water Company	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
<b>TOTAL</b>	<b>78,763.8</b>	<b>55,834.000</b>	<b>100.000</b>

**EXHIBIT "F"**

**OVERLYING (AGRICULTURAL) POOL**

POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.

6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying Non-Agricultural Pool or Appropriator Pool,

in excess of the pool's share of Safe Yield. During the first five (5) years of operations of the Physical Solution, reasonable efforts shall be made by the Pool Committee to equalize annual assessments.

7. Assessments. All assessments in this pool (whether for replenishment water cost or for pool administration or the allocated share of Watermaster administration) shall be in an amount uniformly applicable to all production in the pool during the preceding year or calendar quarter. Provided, however, that the Agricultural Pool Committee, may recommend to the Court modification of the method of assessing pool members, inter se, if the same is necessary to attain legitimate basin management objectives, including water conservation and avoidance of undesirable socio-economic consequences. Any such modification shall be initiated and ratified by one of the following methods:

(a) Excess Production. - In the event total pool production exceeds 100,000 acre feet in any year, the Pool Committee shall call and hold a meeting, after notice to all pool members, to consider remedial modification of the assessment formula.

(b) Producer Petition. - At any time after the fifth full year of operation under the Physical Solution, a petition by ten percent (10%) of the voting power or membership of the Pool shall compel the holding of a noticed meeting to consider revision of said formula of assessment for replenishment water.

In either event, a majority action of the voting power in attendance at such pool members' meeting shall be binding on the Pool Committee.

8. Rules. - The Pool Committee shall adopt rules for conducting meetings and affairs of the committee and for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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**EXHIBIT "G"**

**OVERLYING (NON-AGRICULTURAL) POOL**

**POOLING PLAN**

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial non-agricultural purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D"). The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.<sup>8</sup>

**Affirmative action of the Committee shall require a majority of the voting power of the members in attendance, provided that it includes concurrence by at least one-third of its total members.<sup>9</sup>**

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the Advisory Committee as a unit, based upon the vote of a majority of said representatives.

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<sup>8</sup> Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

<sup>9</sup> Order dated October 8, 2010.



4. Replenishment Obligation. The pool shall provide funds for replenishment of any production in excess of the pool's share of Safe Yield in the preceding year.

5. Assessments.<sup>10</sup>

(a) Replenishment Assessments. Each member of this pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof.

(b) Administrative Assessments. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute ground water as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

(c) Special Project OBMP Assessment. Each year, every member of this Pool will dedicate ten (10) percent of their annual share of Operating Safe Yield to Watermaster or in lieu thereof Watermaster will levy a Special Project OBMP Assessment in an amount equal to ten percent of the Pool member's respective share of Safe Yield times the then-prevailing MWD Replenishment Rate.

6. Assignment. Rights herein decreed are appurtenant to *that* land and are only assignable with the land for overlying use thereon; provided, however, (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) *the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to*

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<sup>10</sup> Order dated December 21, 2007.

***Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.***<sup>11</sup>

7. Carry-over. Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any pool member exceeds its share of Safe Yield, such member shall, as a condition of preserving such surplus carryover, execute a storage agreement with Watermaster.

8. Substitute Supplies. To the extent that any Pool member, at the request of Watermaster and with the consent of the Advisory Committee, takes substitute surface water in lieu of producing ground water otherwise subject to production as an allocated share of Safe Yield, said party shall nonetheless remain a member of this Pool.

9. Physical Solution Transfers. **All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:**

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<sup>11</sup> Order dated September 28, 2000 and Order dated April 19, 2001.

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price established in 9(d) below. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price established in Paragraph 9(d) below. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at 92% of the then-prevailing "MWD Replenishment Rate" and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the

**Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.**

**(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.**

**(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.**

**(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.**

**910. Rules.** The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

**EXHIBIT "H"**  
**APPROPRIATIVE POOL**  
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year. Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. **Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee *on the following basis: Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said***

remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their respective voting powers.<sup>12</sup>

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

(a) For production, other than for increased export,

within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

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<sup>12</sup> Order dated September 18, 1996.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. - There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternative sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by

members of the Appropriative Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

(c) Hearing. - If the said report by Watermaster contains a recommendation for imposition of a Facilities Equity Assessment, and the Pool Committee so requests, Watermaster shall notice and hold a hearing not less than 60 days after distribution of a copy of said report to each member of the pool, together with a notice of the hearing date. At such hearing, evidence shall be taken with regard to the necessity and propriety of the levy of a Facilities Equity Assessment and full findings and decision shall be issued by Watermaster.

(d) Operation of Assessment. - If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.



10. Unallocated Safe Yield Water. To the extent that, in any five years, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

(a) Priorities. - Such allocation shall be made in the following sequence:

(1) to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder.

(2) pursuant to conversion claims as defined in Subparagraph (b) hereof.

(3) as a supplement to Operating Safe Yield, without regard to reductions in Safe Yield.

(b) Conversion Claims.<sup>13</sup> The following procedures may be utilized by any appropriator:

1) **Record of Unconverted Agricultural Acreage**. *Watermaster shall maintain on an ongoing basis a record with appropriate related maps of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph. An initial identification of such acreage as of June 30, 1995 is attached hereto as Appendix 1.*

(2) **Record of Water Service Conversion**. Any appropriator who undertakes to permanently provide water service to lands *subject to conversion* may report such intent to change water service to Watermaster. Watermaster *should* thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved. *Should, at any time, converted acreage return to water service from the Overlying (Agricultural) Pool, Watermaster shall return such acreage to unconverted status*

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<sup>13</sup> Order dated November 17, 1995.

*and correspondingly reduce or eliminate any allocation accorded to the appropriator involved.*

**(3) Allocation of Safe Yield Rights**

**(i) For the term of the Peace Agreement in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.<sup>14</sup>**

**(ii) In any year in which the unallocated Safe Yield water from the Overlying (Agricultural) Pool is not sufficient to satisfy all outstanding conversion claims pursuant to subparagraph (i) herein above, Watermaster shall establish allocation percentages for each appropriator with conversion claims. The percentages shall be based upon the ratio of the total of such converted acreage approved and recorded for each appropriators's account in comparison to the total of converted acreage approved and recorded for all appropriators. Watermaster shall apply such allocation percentage for each appropriator to the total unallocated Safe Yield water available for conversion claims to derive the amount allocable to each appropriator.**

**(4) Notice and Allocation. Notice of the special allocation of Safe Yield water pursuant to conversion claims shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.**

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<sup>14</sup> Order dated September 28, 2000 and Order dated April 19, 2001.

**(5) Administrative Costs. Any costs of Watermaster attributable to the administration of such special allocations and conversion claims shall be assessed against the appropriators participating in such reporting, apportioned in accordance with the total amount of converted acreage held by each appropriator participating in the conversion program.**

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. - An appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to make up for over production. The purchase price for in lieu water shall be the lesser of:

- (1) Watermaster's current cost of replenishment water, whether or not replenishment water is currently then obtainable, plus the cost of spreading; or
- (2) The cost of supplemental surface supplies to the appropriator, less
  - a. said appropriator's average cost of ground water production, and
  - b. the applicable production assessment were the water produced.

Where supplemental surface supplies consist of MWD or SBVMWD supplies, the cost of treated, filtered State water from such source shall be deemed the cost of supplemental surface supplies to the appropriator for purposes of such calculation.

In any given year in which payments may be made pursuant to a Facilities Equity Assessment, as to any given quantity of water the party will be entitled to payment under this section or pursuant to the Facilities Equity Assessment, as the party elects, but not under both.

(b) Designation of In Lieu Areas. - The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules. Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

14. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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**EXHIBIT "I"**

**ENGINEERING APPENDIX**

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters:

(a) Pumping Patterns. - Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) Water Quality. - Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) Economic Considerations. - Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

**2. Hydraulic Control and Re-Operation. In accordance with the purpose and objective of the Physical Solution to "establish a legal and practical means for making the maximum reasonable beneficial use of the waters of the Chino Basin" (paragraph 39) including but not limited to the use and recapture of reclaimed water (paragraph 49(a) ) and the identified Basin Management Parameters set forth above, Watermaster will manage the Basin to secure and maintain Hydraulic Control through controlled overdraft.**

(a) **Hydraulic Control.** "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is more fully described and set forth in Attachment I-1 to this Engineering Appendix. By obtaining Hydraulic Control, Watermaster will ensure that the water management activities in the Chino North Management Zone do not cause

materially adverse impacts to the beneficial uses of the Santa Ana River downstream of Prado Dam.

(b) **Re-Operation.** “Re-Operation” means the controlled overdraft of the Basin by the managed withdrawal of groundwater for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 acre-feet authorized by paragraph 3 below, to 600,000 acre feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution.

[1] The increase in the controlled overdraft herein is separate from and in addition to the 200,000 acre-feet of accumulated overdraft authorized in paragraph 3(a) and 3(b) below over the period of 1978 through 2017.

[2] “Desalters” means the Chino I Desalter, the Chino I Expansion, the Chino II Desalter and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin water, including extraction wells and transmission facilities for delivery of groundwater to the Desalter. Desalter treatment and delivery facilities for the desalted water include pumping and storage facilities and treatment and disposal capacity in the Santa Ana Regional Interceptor.

[3] The groundwater Produced through controlled overdraft pursuant to Re-Operation does not constitute New Yield or Operating Safe Yield and it is made available under the Physical Solution for the express purpose of satisfying some or all of the groundwater Production by the Desalters until December 31, 2030. (“Period of Re-Operation”).

[4] The operation of the Desalters, the Production of groundwater for the Desalters and the use of water produced by the Desalters pursuant to Re-Operation are

subject to the limitations that may be set forth in Watermaster Rules and Regulations for the Desalters.

(5) Watermaster will update its Recharge Master Plan and obtain Court approval of its update, to address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan shall contain recharge projections and summaries of the projected water supply availability as well as the physical means to accomplish recharge projections. The Recharge Master Plan may be amended from time to time with Court approval.

(6) Re-Operation and Watermaster's apportionment of controlled overdraft in accordance with the Physical Solution will not be suspended in the event that Hydraulic Control is secured in any year before the full 400,000 acre-feet has been Produced without Replenishment, so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures that will avoid unreasonable and unmitigated material physical harm to a party or to the Basin and that equitably distributes the cost of any mitigation attributable to the identified contingencies; and (ii) Watermaster is in substantial compliance with a Court approved Recharge Master Plan.<sup>15</sup>

3. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriate Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. - During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical Solution and

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<sup>15</sup> Order dated December 21, 2007.

resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

(b) Quantitative Limits. - In no event shall Operating Safe Yield in any year be less than the Appropriative Pool's share of Safe Yield, nor shall it exceed such share of Safe Yield by more than 10,000 acre feet. The initial Operating Safe Yield is hereby set at 54,834 acre feet per year. Operating Safe Yield shall not be changed upon less than five (5) years' notice by Watermaster. Nothing contained in this paragraph shall be deemed to authorize, directly or indirectly, any modification of the allocation of shares in Safe Yield to the overlying pools, as set forth in Paragraph 44 of the Judgment.

4. Ground Water Storage Agreements. Any agreements authorized by Watermaster for storage of supplemental water in the available ground water storage capacity of Chino Basin shall include, but not be limited to:

(a) The quantities and term of the storage right.

(b) A statement of the priority or relation of said right, as against overlying or Safe Yield uses, and other storage rights.

(c) The procedure for establishing delivery rates, schedules and procedures which may include:

[1] spreading or injection, or

[2] in lieu deliveries of supplemental water for direct use.

(d) The procedures for calculation of losses and annual accounting for water in storage by Watermaster.

(e) The procedures for establishment and administration of withdrawal schedules, locations and methods.

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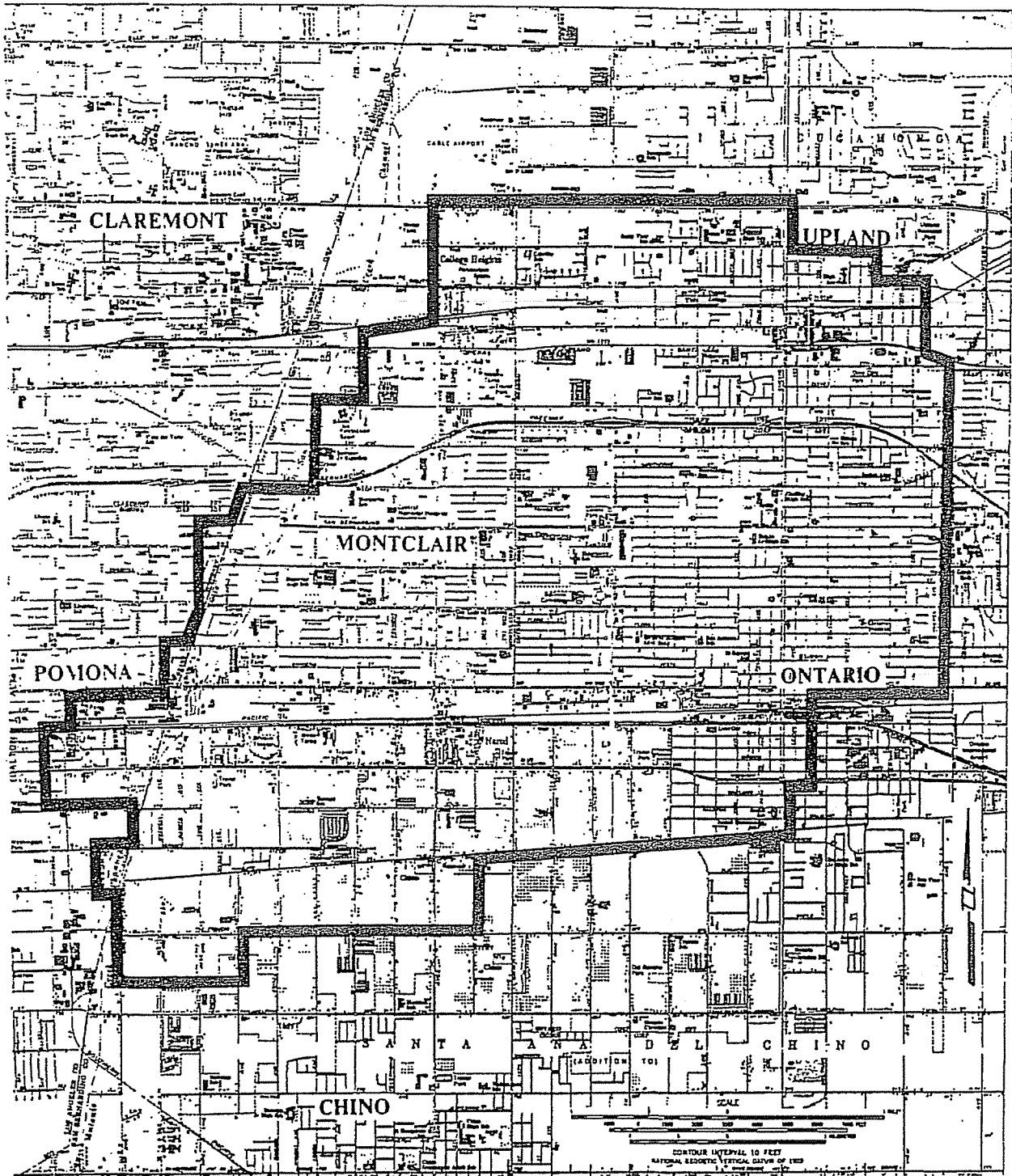
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CHINO BASIN  
IN LIEU AREA NO. 1

EXHIBIT "J"

**EXHIBIT "K"**  
**LEGAL DESCRIPTION**  
**OF CHINO BASIN**

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2,3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

EXHIBIT "K"

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner of Lot 419 of said Ontario Colony Lands;
2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;
3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;
4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;
5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;
6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;
7. Thence Northerly to the Northwest corner of said Section 18;
8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest Quarter of Section 8, T1N, R6W;
10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;
11. Thence Southerly to the Southeast corner of said Southwest Quarter of said Section 8;
12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;
13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;
14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;
15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;
16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;
17. Thence Southeasterly to the Northwest corner of Section 25, T1N, R6W;
18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;
19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;
20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;
21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;
22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;
24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;
25. Thence Southeasterly to the Northeast corner of Section 18, T2S, R5W;
26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;
27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;
28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;
29. Thence Northerly to the Northwest corner of said Section 26;
30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;
31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;
32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;
33. Thence Southwesterly to the Southwest corner of Section 36, T2S, R7W;
34. Thence Southwesterly to the Southeast corner of Section 3, T3S, R7W;
35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;
37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;
38. Thence Southwesterly to the Southwest corner of said Section 16;
39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;
40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;
41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;
42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;
43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;
44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;
45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;
46. Thence Northwesterly to the Northwest corner of said Section 35;
47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;
48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;
50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;
51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;
52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;
53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;
54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;
55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;
56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;
57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;
58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;
59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;
61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;
62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and
64. Thence Southerly to the Point of Beginning.

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections: 30, 31 and 32

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35  
and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36

T1N, R8W - Sections: 25 and 36



T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15,16, 17, 18, 19, 20, 21, 22, 28, 29,30, 31 and 32

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,  
32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,  
26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and  
36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20

T3S, R8W - Sections: 1.

SB 565248 v1:038350.0001

# **EXHIBIT 3**

# **EXHIBIT 3**

F I L E D  
RIV. SIDE COUNTY

APR 17 1969

DONALD H. McLELLAN, Clerk  
By *[Signature]* Deputy

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

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY, a municipal water  
district; CITY OF RIVERSIDE, a  
municipal corporation; THE GAGE  
CANAL COMPANY, a corporation; AGUA  
MANSA WATER COMPANY, a corporation,  
MEEKS & DALEY WATER COMPANY, a  
corporation; RIVERSIDE HIGHLAND  
WATER COMPANY, a corporation, and  
THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY  
WATER DISTRICT, et al.,

Defendants

78426  
No. 784726  
JBR  
4/17/69

JUDGMENT

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Boundaries of San Bernardino  
Valley Municipal Water  
District & Western Municipal  
Water District of Riverside  
County

APPENDIX B -- Extractions by Plaintiffs from San  
Bernardino Basin Area.  
APPENDIX C -- Exports for Use on Lands not  
Tributary to Riverside Narrows  
APPENDIX D -- Miscellaneous Data



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IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I  
ACTIVE PARTIES

(a) The parties to this Judgment are as follows:

(1) Plaintiff Western Municipal Water District of Riverside County, a California municipal water district, herein often called "Western", appearing and acting pursuant to Section 71751 of the Water Code;

(2) Plaintiff City of Riverside, a municipal corporation;

(3) Plaintiffs Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, each of which is a mutual water company and a California corporation;

(4) Plaintiff The Regents of the University of California, a California public corporation;

(5) Defendant San Bernardino Valley Municipal Water District, a California municipal water district, herein often called "San Bernardino Valley", appearing and acting pursuant to Section 71751 of the Water Code;

(b) This Judgment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

II  
DISMISSED PARTIES

All parties other than those named in the preceding Paragraph I are dismissed without prejudice.

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III  
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.



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IV

DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A"; San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the  
2 ground water body achieved through the spreading or retention of  
3 water for the purpose of causing it to percolate and join the  
4 underlying ground water body, or injection of water into the  
5 ground water resources by means of wells; provided that as used  
6 with reference to any obligation of Western to replenish the  
7 Riverside Basin Area in Riverside County, the term replenishment  
8 shall include any water caused to be delivered by Western for  
9 which credit is received by San Bernardino Valley against its  
10 obligation under the Orange County Judgment to provide base  
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum  
13 average annual amount of water that could be extracted from the  
14 surface and subsurface water resources of an area over a period  
15 of time sufficiently long to represent or approximate long-time  
16 mean climatological conditions, with a given areal pattern of  
17 extractions, under a particular set of physical conditions or  
18 structures as such affect the net recharge to the ground water  
19 body, and with a given amount of usable underground storage  
20 capacity, without resulting in long-term, progressive lowering  
21 of ground water levels or other undesirable result. In  
22 determining the operational criteria to avoid such adverse  
23 results, consideration shall be given to maintenance of adequate  
24 ground water quality, subsurface outflow, costs of pumping,  
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon  
27 the amount of water which can be stored in and used from the  
28 ground water reservoir over a period of normal water supply  
29 under a given set of conditions. Safe yield is thus related to  
30 factors which influence or control ground water recharge, and  
31

1 to the amount of storage space available to carry over recharge  
2 occurring in years of above average supply to years of  
3 deficient supply. Recharge, in turn, depends on the available  
4 surface water supply and the factors influencing the  
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the  
7 evaluation of the average net groundwater recharge which would  
8 occur if the culture of the safe yield year had existed over  
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe  
11 yield of the San Bernardino Basin Area which could be derived  
12 solely from natural precipitation in the absence of imported  
13 water and the return flows therefrom, and without  
14 contributions from new conservation. If in the future any  
15 natural runoff tributary to the San Bernardino Basin Area is  
16 diverted away from that Basin Area so that it is not included  
17 in the calculation of natural safe yield, any replacement made  
18 thereof by San Bernardino Valley or entities within it from  
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in  
21 replenishment from natural precipitation which results from  
22 operation of works and facilities not now in existence, other  
23 than those works installed and operations which may be  
24 initiated to offset losses caused by increased flood control  
25 channelization.

26 (j) Year - A calendar year from January 1 through  
27 December 31. The term "annual" shall refer to the same period  
28 of time.

29 (k) Orange County Judgment - The final judgment  
30 in Orange County Water District v. City of Chino, et al.,  
31 Orange County Superior Court No. 117628, as it may from time to  
32

1 time be modified.

2 (l) Return Flow - That portion of the water  
3 applied for use in any particular ground water basin which  
4 subsequently reaches the ground water body in that basin.

5 (m) Five Year Period - a period of five consecutive  
6 years.

7 V

8 EXTRactions FROM THE SAN BERNARDINO BASIN AREA

9  
10 (a) For Use by Plaintiffs. The average annual  
11 extractions from the San Bernardino Basin Area delivered for  
12 use in each service area by each Plaintiff for the five year  
13 period ending with 1963 are hereby determined to be as set forth  
14 in Table B-1 of Appendix "B". The amount for each such  
15 Plaintiff delivered for use in each service area as set forth  
16 in Table B-1 shall be designated, for purposes of this Judgment,  
17 as its "base right" for such service area.

18 (b) For Use by Others. The total actual average  
19 annual extractions from the San Bernardino Basin Area by  
20 entities other than Plaintiffs for use within San Bernardino  
21 County for the five year period ending with 1963 are assumed  
22 to be 165,407 acre feet; the correct figure shall be  
23 determined by the Watermaster as herein provided.

24

25 VI

26 SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

27

28 (a) Determination of Natural Safe Yield. The  
29 natural safe yield of the San Bernardino Basin Area shall be  
30 computed by the Watermaster, reported to and determined  
31 initially by supplemental order of this Court, and thereafter

32

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each  
4 Plaintiff to extract water from the San Bernardino  
5 Basin Area for use in each service area designated  
6 in Table B-1 shall be equal to the sum of the  
7 following:

8 (a) its base right for such service area, until  
9 the natural safe yield of the San Bernardino Basin  
10 Area is determined, and thereafter its percentage  
11 of such natural safe yield determined by the  
12 methods used in Table B-2; and (b) an equal  
13 percentage for each service area of any new  
14 conservation, provided the conditions of the  
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted  
17 right of each such Plaintiff shall include its  
18 same respective percentage of any new conservation,  
19 such Plaintiff shall pay its proportionate share  
20 of the costs thereof. Each Plaintiff shall have  
21 the right to participate in new conservation projects,  
22 under procedures to be determined by the Watermaster  
23 for notice to Plaintiffs of the planned construction  
24 of such projects. With respect to any new  
25 conservation brought about by Federal installations,  
26 the term "costs" as used herein shall refer to any  
27 local share required to be paid in connection with  
28 such project. Each Plaintiff shall make its  
29 payment at times satisfactory to the constructing  
30 agency, and new conservation shall be credited to  
31 any participating Plaintiff as such conservation is  
32 effected.

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3. In any five year period, each Plaintiff shall have the right to extract from the San Bernardino Basin Area for use in each service area designated in Table B-1 an amount of water equal to five times its adjusted right for such service area; provided, however, that extractions by each Plaintiff in any year in any service area shall not exceed such Plaintiff's adjusted right for that service area by more than 30 percent.

4. If the natural safe yield of the San Bernardino Basin Area has not been determined by January 1, 1972, the initial determination thereof shall be retroactive to that date and the rights of the Plaintiffs, and the replenishment obligation of San Bernardino Valley as hereinafter set forth, shall be adjusted as of such date. Any excess extractions by Plaintiffs shall be charged against their respective adjusted rights over the next five year period, or in the alternative, Plaintiffs may pay to San Bernardino Valley the full cost of any replenishment which it has provided as replenishment for such excess extractions. Any obligation upon San Bernardino Valley to provide additional replenishment, by virtue of such retroactive determination of natural safe yield, may also be discharged over such next five year period.

5. Plaintiffs and each of them and their agents and assigns are enjoined from extracting any more water from the San Bernardino Basin Area than is permitted under this Judgment. Changes in place

1 of use of any such water from one service area to  
2 another shall not be made without the prior  
3 approval of Court upon a finding of compliance  
4 with Paragraph XV(b) of this Judgment. So long  
5 as San Bernardino Valley is in compliance with all  
6 its obligations hereunder, and Plaintiffs are  
7 allowed to extract the water provided for in this  
8 Judgment, Plaintiffs are further enjoined from  
9 bringing any action to limit the water extracted  
10 from the San Bernardino Basin Area for use within  
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall  
13 prevent future agreements between San Bernardino  
14 Valley and Western under which additional  
15 extractions may be made from the San Bernardino Basin  
16 Area, subject to the availability of imported water  
17 not required by San Bernardino Valley, and subject  
18 to payment satisfactory to San Bernardino Valley  
19 for replenishment required to compensate for such  
20 additional extractions.

21  
22 (c) San Bernardino Valley Replenishment. San  
23 Bernardino Valley shall provide imported water for  
24 replenishment of the San Bernardino Basin Area at least equal  
25 to the amount by which extractions therefrom for use within  
26 San Bernardino County exceed during any five year period the  
27 sum of: (a) five times the total average annual extractions  
28 determined under Paragraph V(b) hereof, adjusted as may be  
29 required by the natural safe yield of the San Bernardino Basin  
30 Area; and (b) any new conservation to which users within San  
31 Bernardino Valley are entitled. Such replenishment shall be

1 supplied in the year following any five year period; provided  
2 that during the first five year period, San Bernardino Valley  
3 shall supply annual amounts on account of its obligations  
4 hereunder, and such amounts shall be not less than fifty  
5 percent of the gross amount of excess extractions in the  
6 previous year.

7 1. Against its replenishment obligation  
8 over any five year period San Bernardino Valley shall  
9 receive credit for that portion of such excess  
10 extractions that returns to the ground water of the  
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also  
13 receive credit against any future replenishment  
14 obligations for all replenishment which it provides  
15 in excess of that required herein, and for any  
16 amounts which may be extracted without replenishment  
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"  
19 mean only those persons and entities, and their successors  
20 in interest, which have stipulated with the parties to this  
21 Judgment within six months after its entry to accept this  
22 Judgment.

23 San Bernardino Valley agrees that the base rights of  
24 persons or entities other than Plaintiffs to extract water  
25 from the San Bernardino Basin Area for use within San  
26 Bernardino Valley will be determined by the average annual  
27 quantity extracted by such person or entity during the five  
28 year period ending with 1963. After the natural safe yield  
29 of the San Bernardino Basin Area is determined hereunder, such  
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1 base rights will be adjusted to such natural safe yield; the  
2 adjusted right of each such person or entity shall be that  
3 percentage of natural safe yield as determined hereunder from  
4 time to time which the unadjusted right of such person or  
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the  
7 event the right to extract water of any of such persons or  
8 entities in the San Bernardino Basin Area is adjudicated and  
9 legal restrictions placed on such extractions which prevent  
10 extracting of water by said persons or entities in an amount  
11 equal to their base rights, or after natural safe yield is  
12 determined, their adjusted rights, San Bernardino Valley will  
13 furnish to such persons or entities or recharge the ground  
14 water resources in the area of extraction for their benefit  
15 with imported water, without direct charge to such persons or  
16 entities therefor, so that the base rights, or adjusted  
17 rights, as the case may be, may be taken by the person or  
18 entity.

19 Under the provisions hereof relating to furnishing  
20 of such water by San Bernardino Valley, such persons or  
21 entities shall be entitled to extract in addition to their  
22 base rights or adjusted rights any quantities of water spread  
23 for repumping in their area of extractions, which has been  
24 delivered to them by a mutual water company under base rights  
25 or adjusted base rights included by the Watermaster under the  
26 provisions of Paragraph V (b) hereof. Extractions must be  
27 made within three years of spreading to so qualify.

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VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

1 extractions over such 20 percent peaking allowance.

2 (c). To the extent that extractions from each such  
3 Basin Area for use outside San Bernardino Valley exceed the  
4 amounts specified in the next preceding Paragraph (b), Western  
5 shall provide replenishment. Except for any extractions in  
6 excess of the 20 percent peaking allowance, such replenishment  
7 shall be supplied in the year following any five year period,  
8 and shall not be from reclaimed water produced within San  
9 Bernardino Valley. Such replenishment shall also be of a  
10 quality at least equal to the water extracted from the Basin  
11 Area being recharged; provided, that water from the State Water  
12 Project shall be deemed to be of acceptable quality.

13 Replenishment shall be supplied to the Basin Area from which  
14 any excess extractions have occurred and in the vicinity of  
15 the place of the excess extractions to the extent required to  
16 preclude influence on the water level in the three wells below  
17 designated; provided that discharge of imported water into the  
18 Santa Ana River or Warm Creek from a connection on the State  
19 Aqueduct near the confluence thereof, if released in accordance  
20 with a schedule approved by the Watermaster to achieve  
21 compliance with the objectives of this Judgment, shall satisfy  
22 any obligation of Western to provide replenishment in the Colton  
23 Basin Area, or that portion of the Riverside Basin Area in San  
24 Bernardino County, or the Riverside Basin Area in Riverside  
25 County.

26 (d) Extractions from the Colton Basin Area and that  
27 portion of the Riverside Basin Area within San Bernardino County,  
28 for use within San Bernardino Valley, shall not be limited.  
29 However, except for any required replenishment by Western,  
30 San Bernardino Valley shall provide the water to maintain the  
31 static water levels in the area, as determined by wells numbered  
32

1 1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level  
2 no lower than that which existed in the Fall season of 1963.  
3 Such 1963 average water level is hereby determined to be 822.04  
4 feet above sea level. In future years, the level shall be  
5 computed by averaging the lowest static water levels in each  
6 of the three wells occurring at or about the same time of the  
7 year, provided that no measurements will be used which reflect  
8 the undue influence of pumping in nearby wells, or in the  
9 three wells, or pumping from the Riverside Basin in Riverside  
10 County in excess of that determined pursuant to Paragraph IX(a)  
11 hereof.

12 (e) Extractions by Plaintiffs from the Colton Basin  
13 Area and the portion of the Riverside Basin Area in San  
14 Bernardino County may be transferred to the San Bernardino  
15 Basin Area if the level specified in Paragraph (d) above is  
16 not maintained, but only to the extent necessary to restore  
17 such 1963 average water level, provided that Western is not  
18 in default in any of its replenishment obligations. San  
19 Bernardino Valley shall be required to replenish the San  
20 Bernardino Basin Area in an amount equal to any extractions so  
21 transferred. San Bernardino Valley shall be relieved of  
22 responsibility toward the maintenance of such 1963 average water  
23 level to the extent that Plaintiffs have physical facilities  
24 available to accommodate such transfers of extractions, and  
25 insofar as such transfers can be legally accomplished.

26 (f) The Colton Basin Area and the portion of the  
27 Riverside Basin Area in San Bernardino County constitute a major  
28 source of water supply for lands and inhabitants in both San  
29 Bernardino Valley and Western, and the parties hereto have a  
30 mutual interest in the maintenance of water quality in these  
31 Basin Areas and in the preservation of such supply. If  
32

1 the water quality in such Areas, as monitored by the City of  
2 Riverside wells along the river, falls below the Objectives set  
3 therefor by the Santa Ana River Basin Regional Water Quality  
4 Control Board, the Court shall have jurisdiction to modify the  
5 obligations of San Bernardino Valley to include, in addition  
6 to its obligation to maintain the average 1963 water level,  
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and  
9 related provisions are to allow maximum flexibility to San  
10 Bernardino Valley in the operation of a coordinated  
11 replenishment and management program, both above and below  
12 Bunker Hill Dike; to protect San Bernardino Valley against  
13 increased extractions in the area between Bunker Hill Dike and  
14 Riverside Narrows, which without adequate provision for  
15 replenishment might adversely affect base flow at Riverside  
16 Narrows, for which it is responsible under the Orange County  
17 Judgment; and to protect the area as a major source of ground  
18 water supply available to satisfy the historic extractions  
19 therefrom for use within Western, without regard to the method  
20 of operation which may be adopted by San Bernardino Valley for  
21 the San Bernardino Basin Area, and without regard to the effect  
22 of such operation upon the historic supply to the area below  
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or  
25 unworkable, the Court upon the application of any party hereto  
26 shall retain jurisdiction to modify this Judgment so as to  
27 regulate the area between Bunker Hill Dike and Riverside Narrows  
28 on a safe yield basis; provided that under such method of  
29 operation, (1) base rights shall be determined on the basis of  
30 total average annual extractions for use within San Bernardino  
31 Valley and Western, respectively, for the five year period ending  
32

1 with 1963; (2) such base rights for use in both Districts shall  
2 be subject to whatever adjustment may be required by the safe  
3 yield of the area, and in the aggregate shall not be exceeded  
4 unless replenishment therefor is provided; (3) in calculating  
5 safe yield, the outflow from the area at Riverside Narrows shall  
6 be determined insofar as practical by the base flow obligations  
7 imposed on San Bernardino Valley under the Orange County  
8 Judgment; and (4) San Bernardino Valley shall be required to  
9 provide replenishment for any deficiency between the actual  
10 outflow and the outflow obligation across Bunker Hill Dike as  
11 established by safe yield analysis using the base period of  
12 1934 through 1960.

13  
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA  
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion  
18 of the Riverside Basin Area in Riverside County which is  
19 tributary to Riverside Narrows, for use in Riverside County,  
20 for the five year period ending with 1963 are assumed to be  
21 30,044 acre feet; the correct figures shall be determined by  
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be  
24 extracted from such Basin Area, without replenishment  
25 obligation, an amount equal to five times such annual average  
26 for the Basin Area; provided, however, that if extractions in  
27 any year exceed such average by more than 20 percent, Western  
28 shall provide replenishment in the following year equal to the  
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin  
31 Area exceed the amounts specified in the next preceding  
32

1 Paragraph (b), Western shall provide replenishment. Except  
2 for any extractions in excess of the 20 percent peaking  
3 allowance, such replenishment shall be supplied in the year  
4 following any five year period, and shall be provided at or  
5 above Riverside Narrows.

6 (d) Western shall also provide such replenishment  
7 to offset any reduction in return flow now contributing to the  
8 base flow at Riverside Narrows, which reduction in return  
9 flow results from the conversion of agricultural uses of water  
10 within Western to domestic or other uses connected to sewage  
11 or waste disposal systems, the effluent from which is not  
12 tributary to the rising water at Riverside Narrows.

13  
14 X

15 REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS  
16 NOT TRIBUTARY TO RIVERSIDE NARROWS.

17 Certain average annual amounts of water extracted  
18 from the San Bernardino Basin Area and the area downstream  
19 therefrom to Riverside Narrows during the five year period  
20 ending in 1963 have been exported for use outside of the area  
21 tributary to Riverside Narrows and are assumed to be 50,667  
22 acre feet annually as set forth in Table C-1 of Appendix "C";  
23 the correct amount shall be determined by the Watermaster as  
24 herein provided. Western shall be obligated to provide  
25 replenishment at or above Riverside Narrows for any increase  
26 over such exports by Western or entities within it from such  
27 areas for use within areas not tributary to Riverside Narrows.  
28 San Bernardino Valley shall be obligated to provide  
29 replenishment for any increase over the exports from San  
30 Bernardino Valley for use in any area not within Western nor  
31 tributary to Riverside Narrows as set forth in Table C-2 of

1 Appendix. "C", such amounts being subject to correction by the  
2 Watermaster, or for any exports from the San Bernardino Basin  
3 Area for use in the Yucaipa, San Timoteo, Oak Glen and  
4 Beaumont Basins.

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7  
8 (a) All replenishment provided by Western under  
9 Paragraph IX and all credits received against such  
10 replenishment obligation shall be subject to the same adjustments  
11 for water quality applicable to base flow at Riverside Narrows,  
12 as set forth in the Orange County Judgment.

13 (b) Western shall receive credit against its  
14 replenishment obligations incurred under this Judgment for the  
15 following:

16 1. As against its replenishment obligation  
17 under Paragraph VIII, any return flow to the Colton  
18 Basin Area or the portion of the Riverside Basin Area  
19 within San Bernardino County, respectively, resulting  
20 from any excess extractions therefrom; and as  
21 against its replenishment obligation under Paragraph  
22 IX, any return flow to the portion of the Riverside  
23 Basin Area in Riverside County, which contributes  
24 to the base flow at Riverside Narrows, resulting  
25 from any excess extractions therefrom, or from the  
26 Riverside Basin Area in San Bernardino County, or  
27 from the Colton Basin Area.

28 2. Subject to adjustment under  
29 Paragraph (a) hereof, any increase over the present  
30 amounts of sewage effluent discharged from  
31



1 treatment plants within Riverside County which are  
2 tributary to Riverside Narrows, and which results  
3 from the use of imported water.

4 3. Any replenishment which may be pro-  
5 vided in excess of that required; any amounts which  
6 hereunder are allowed to be extracted from the  
7 Colton and Riverside Basin Areas without  
8 replenishment obligation by Western, and which in  
9 fact are not extracted; any storm flows conserved  
10 between Bunker Hill Dike and Riverside Narrows by  
11 works financed solely by Western, or entities within  
12 it, which would not otherwise contribute to base  
13 flow at Riverside Narrows; and any return flow  
14 from imported water used in Riverside County which  
15 contributes to base flow at Riverside Narrows;  
16 provided, however, that such use of the underground  
17 storage capacity in each of the above situations  
18 does not adversely affect San Bernardino Valley  
19 in the discharge of its obligations at Riverside  
20 Narrows under the Orange County Judgment, nor  
21 interfere with the accomplishment by San Bernardino  
22 Valley of the primary objectives of Paragraph VIII,  
23 as stated in Subdivision (g).

24 (c) The replenishment obligations of Western under  
25 this Judgment shall not apply during such times as amounts of  
26 base flow at Riverside Narrows and the amounts of water stored  
27 in the ground water resources below Bunker Hill Dike and  
28 tributary to the maintenance of such flow are found by Order of  
29 the Court to be sufficient to satisfy any obligation which  
30 San Bernardino Valley may have under this Judgment, or under the  
31

1 Orange County Judgment, and if the Court further finds by Order  
2 that during such times any such increase in pumping, changes  
3 in use or exports would not adversely affect San Bernardino  
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino  
6 Valley under Paragraph X of this Judgment for increase in  
7 exports from the Colton and Riverside Basin Areas within San  
8 Bernardino Valley below the Bunker Hill Dike shall not apply  
9 during such times as the amounts of water in the ground water  
10 resources of such area are found by Order of the Court to be  
11 sufficient to satisfy the obligations which San Bernardino  
12 Valley may have to Plaintiffs under this Judgment, and if the  
13 Court further finds by Order that during such times any such  
14 increases in exports would not adversely affect Plaintiffs in  
15 the future.

16  
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY  
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will  
21 convey reclaimed sewage effluent, or other water, to or near  
22 Riverside Narrows, to meet its obligations under this or the  
23 Orange County Judgment, the City of Riverside shall make  
24 available to San Bernardino Valley for that purpose any unused  
25 capacity in the former Riverside Water Company canal, and the  
26 Washington and Monroe Street storm drains, without cost except  
27 for any alterations or capital improvements which may be  
28 required, or any additional maintenance and operation costs which  
29 may result. The use of those facilities shall be subject to the  
30 requirements of the Santa Ana River Basin Regional Water Quality  
31 Control Board and of the State Health Department, and compliance  
32

1 therewith shall be San Bernardino Valley's responsibility.  
2

3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and  
6 subsequent orders of this Court shall be administered and  
7 enforced by a Watermaster. The parties hereto shall make such  
8 measurements and furnish such information as the Watermaster  
9 may reasonably require, and the Watermaster may verify such  
10 measurements and information and obtain additional measurements  
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee  
13 of two persons. San Bernardino Valley and Western shall each  
14 have the right to nominate one of such persons. Each such  
15 nomination shall be made in writing, served upon the other  
16 parties to this Judgment, and filed in Court. Such person shall  
17 be appointed by and serve at the pleasure of and until further  
18 order of this Court. If either Western or San Bernardino Valley  
19 shall at any time nominate a substitute appointee in place of  
20 the last appointee to represent it, such appointee shall be  
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of  
23 the data which have been used in preparation of this Judgment,  
24 and shall be utilized by the Watermaster in connection with  
25 any questions of interpretation.

26 (d) Each and every finding and determination of the  
27 Watermaster shall be made in writing certified to be by  
28 unanimous action of both members of the Watermaster committee.  
29 In the event of failure or inability of such Watermaster  
30 Committee to reach agreement, the Watermaster committee may  
31 determine to submit the dispute to a third person to be selected  
32

1 by them, or if they are unable to agree on a selection, to be  
2 selected by the Court, in which case the decision of the third  
3 person shall be binding on the parties; otherwise the fact,  
4 issue, or determination in question shall forthwith be  
5 certified to this Court by the Watermaster, and after due notice  
6 to the parties and opportunity for hearing, said matter shall  
7 be determined by order of this Court, which may refer the  
8 matter for prior recommendation to the State Water Resources  
9 Control Board. Such order of the Court shall be a determination  
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and  
12 to each party hereto in writing not more than seven (7) months  
13 after the end of each year, or within such other time as the  
14 Court may fix, on each determination made by it pursuant to this  
15 Judgment, and such other items as the parties may mutually  
16 request or the Watermaster may deem to be appropriate. All of  
17 the books and records of the Watermaster which are used in the  
18 preparation of, or are relevant to, such reported data,  
19 determinations and reports shall be open to inspection by the  
20 parties hereto. At the request of any party this Court will  
21 establish a procedure for the filing and hearing of objections  
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each  
24 person on the Watermaster shall be borne by the District which  
25 nominated such person. All other Watermaster service costs and  
26 expenses shall be borne by San Bernardino Valley and Western  
27 equally.

28 (g) The Watermaster shall initially compute and  
29 report to the Court the natural safe yield of the San Bernardino  
30 Basin Area, said computation to be based upon the cultural  
31

1 conditions equivalent to those existing during the five  
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical  
4 determine the correct figures for Paragraphs V(b), VI(b)1,  
5 VIII(a), IX(a) and X, as the basis for an appropriate  
6 supplemental order of this Court.

7  
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing  
11 jurisdiction of the subject matter and parties to this Judgment,  
12 and upon application of any party, or upon its own motion, may  
13 review and redetermine, among other things, the following  
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or  
16 all of the separate basins described in this Judgment in order  
17 to determine from time to time the safe yield of the San  
18 Bernardino Basin Area.

19 2. The desirability of appointing a  
20 different Watermaster or a permanent neutral member of the  
21 Watermaster, or of changing or more clearly defining the duties  
22 of the Watermaster.

23 3. The desirability of providing for increases  
24 or decreases in the extraction of any particular party because  
25 of emergency requirements or in order that such party may  
26 secure its proportionate share of its rights as determined  
27 herein.

28 4. The adjusted rights of the Plaintiffs as  
29 required to comply with the provisions hereof with respect to  
30 changes in the natural safe yield of the San Bernardino Basin  
31

1 Area. If such changes occur, the Court shall adjudge that the  
2 adjusted rights and replenishment obligations of each party  
3 shall be changed proportionately to the respective base rights.

4 5. Conforming the obligations of San  
5 Bernardino Valley under this Judgment to the terms of any new  
6 judgment hereafter entered adjudicating the water rights within  
7 San Bernardino Valley, if inconsistencies of the two judgments  
8 impose hardship on San Bernardino Valley.

9 6. Adjusting the figures in Paragraphs V(b),  
10 VI(b) 1, VIII(a) IX(a), and X, to conform to determination  
11 by the Watermaster.

12 7. Credit allowed for return flow in the San  
13 Bernardino Basin Area if water levels therein drop to the point  
14 of causing undue hardship upon any party.

15 8. Other matters not herein specifically set  
16 forth which might occur in the future and which would be  
17 of benefit to the parties in the utilization of the surface and  
18 ground water supply described in this Judgment, and not  
19 inconsistent with the respective rights of the parties as herein  
20 established and determined.

21 (b) Any party may apply to the Court under its  
22 continuing jurisdiction for any appropriate modification of  
23 this Judgment if its presently available sources of imported  
24 water are exhausted and it is unable to obtain additional  
25 supplies of imported water at a reasonable cost, or if there is  
26 any substantial delay in the delivery of imported water through  
27 the State Water Project.

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## SAVING CLAUSES

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4 (a) Nothing in this Judgment precludes San  
5 Bernardino Valley, Western, or any other party from exercising  
6 such rights as it may have or obtain under law to spread, store  
7 underground and recapture imported water, provided that any  
8 such use of the underground storage capacity of the San  
9 Bernardino Basin Area by Western or any entity within it shall  
10 not interfere with any replenishment program of the Basin Area.

11 (b) Changes in the place and kind of water use,  
12 and in the transfer of rights to the use of water, may be made  
13 in the absence of injury to others or prejudice to the  
14 obligations of either San Bernardino Valley or Western under  
15 Judgment or the Orange County Judgment.

16 (c) If any Plaintiff shall desire to transfer all or  
17 any of its water rights to extract water within San Bernardino  
18 Valley to a person, firm, or corporation, public or private,  
19 who or which is not then bound by this Judgment, such Plaintiff  
20 shall as a condition to being discharged as hereinafter pro-  
21 vided cause such transferee to appear in this action and file  
22 a valid and effective express assumption of the obligations  
23 imposed upon such Plaintiff under this Judgment as to such  
24 transferred water rights. Such appearance and assumption of  
25 obligation shall include the filing of a designation of the  
26 address to which shall be mailed all notices, requests,  
27 objections, reports and other papers permitted or required by  
28 the terms of this Judgment.

29 If any Plaintiff shall have transferred all of its  
30 said water rights and each transferee not theretofore bound by  
31 this Judgment as a Plaintiff shall have appeared in this action  
32

1 and filed a valid and effective express assumption of the  
2 obligations imposed upon such Plaintiff under this Judgment as  
3 to such transferred water rights, such transferring Plaintiff  
4 shall thereupon be discharged from all obligations hereunder.  
5 If any Plaintiff shall cease to own any rights in and to the water  
6 supply declared herein and shall have caused the appearance and  
7 assumption provided for in the third preceding sentence with  
8 respect to each voluntary transfer, then upon application to  
9 this Court and after notice and hearing such Plaintiff shall  
10 thereupon be relieved and discharged from all further  
11 obligations hereunder. Any such discharge of any Plaintiff  
12 hereunder shall not impair the aggregate rights of defendant  
13 San Bernardino Valley or the responsibility hereunder of the  
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided  
16 herein shall not result in any loss of the right. San  
17 Bernardino Valley does not guarantee any of the rights set out  
18 herein for Western and the other Plaintiffs as against the  
19 claims of third parties not bound hereby. If Western or the  
20 other Plaintiffs herein should be prevented by acts of third  
21 parties within San Bernardino County from extracting the  
22 amounts of water allowed them by this Judgment, they shall have  
23 the right to apply to this Court for any appropriate relief,  
24 including vacation of this Judgment, in which latter case all  
25 parties shall be restored to their status prior to this  
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder  
28 on San Bernardino Valley may be deferred until imported water  
29 first is available to San Bernardino Valley under its contract  
30 with the California Department of Water Resources and the  
31



1 obligation so accumulated may be discharged in five  
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the  
4 method by which the cost of providing replenishment will be  
5 financed, and no provision of this Judgment, nor its failure  
6 to contain any provision, shall be construed to reflect any  
7 agreement relating to the taxation or assessment of extractions.

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XVI

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EFFECTIVE DATE

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The provisions of Paragraphs III and V to XII of this  
Judgment shall be in effect from and after January 1, 1971;  
the remaining provisions are in effect immediately.

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XVII

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COSTS

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No party shall recover its costs herein as against  
any other party.

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21

THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22

DATED: *April 17, 1969*

23

24

25

ENTERED

26

*John P. McManis*  
JUDGE OF THE SUPERIOR COURT

27

APR 17 1969

28

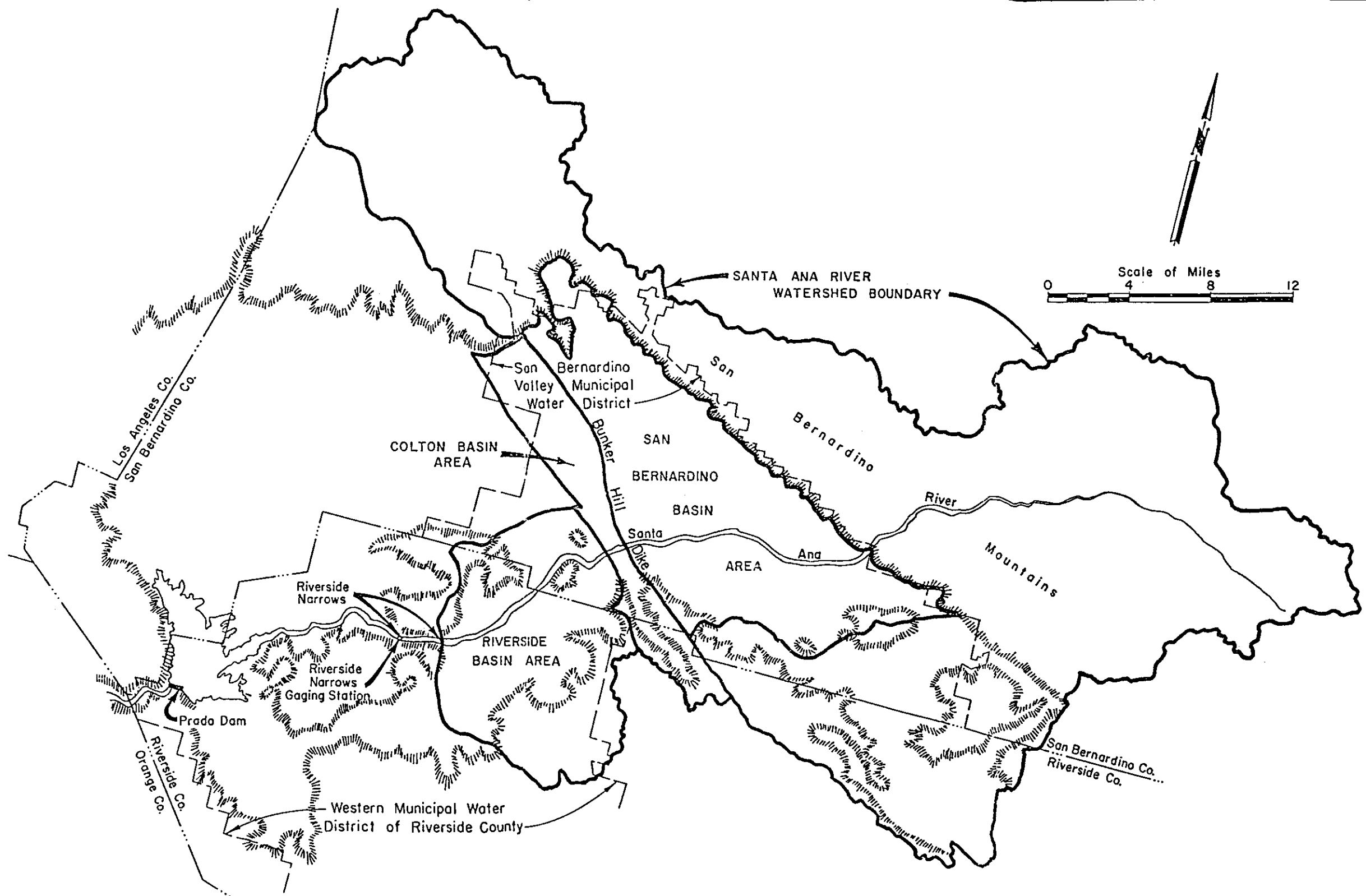
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MAP SHOWING

SAN BERNARDINO BASIN AREA, COLTON BASIN AREA, AND RIVERSIDE BASIN AREA SITUATED WITHIN SAN BERNARDINO COUNTY; RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY; BUNKER HILL DIKE; RIVERSIDE NARROWS; AND BOUNDARIES OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT & WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY.

APPENDIX B  
TABLE B-1

EXTRACTIONS BY PLAINTIFFS FROM THE SAN  
 BERNARDINO BASIN AREA FOR AVERAGE OF 5-YEAR  
 PERIOD ENDING WITH 1963

(All Values in Acre Feet)  
Classified According to Service Area

<u>Plaintiff</u>	<u>Total Extractions in San Bernardino Basin Area</u>	<u>Delivery to San Bernardino Basin Area</u>	<u>Delivery to Colton Basin Area &amp; Riverside Basin Area in San Bernardino County</u>	<u>Delivery to Areas Outside San Bernardino Valley</u>
City of Riverside  (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	53,448	1462	1260	50,726
Riverside High- Land Water Company	4,399	0	2509	1,890
Agua Mansa Water Company, and Meeks & Daley Water Company	8,026	0	326	7,700
The Regents of the University of California	581	0	0	581
<b>Total</b>	<b>66,454</b>	<b>1,462</b>	<b>4,095</b>	<b>60,897</b>

APPENDIX B  
TABLE B-2

PLAINTIFFS' PERCENTAGES OF BASE RIGHT  
TO TOTAL PRODUCTION FROM SAN BERNARDINO  
VALLEY BASIN AREA,

231,861 Acre Feet Annually,  
For 5-Year Average Ending With 1963  
Classified According to Service Area

<u>Plaintiff</u>	<u>Delivery to San Bernardino Basin Area</u>	<u>Delivery to Colton Basin Area &amp; Riverside Basin Area in San Bernardino County</u>	<u>Delivery to Areas Outside San Bernardino Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	.630	.543	21,878
Riverside Highland Water Company		1.082	0.815
Aqua Mansa Water Company, and Meeks & Daley Water Company		.141	3.321
The Regents of the University of California			0.250
<u>Total</u>	<u>1.630</u>	<u>1.766</u>	<u>26.264</u>

APPENDIX C  
TABLE C-1

EXTRACTIONS FOR USE WITHIN WESTERN  
FROM  
THE SAN BERNARDINO BASIN AREA, COLTON BASIN AREA,  
AND THE RIVERSIDE BASIN AREA  
FOR USE ON LANDS THAT ARE NOT TRIBUTARY  
TO THE RIVERSIDE NARROWS FOR  
AVERAGE OF FIVE-YEAR PERIOD ENDING IN 1963

<u>Extractor</u>	<u>Five-Year Average Ac. Ft.</u>
City of Riverside, including Irrigation Division water extracted by Gage Canal Co. and former Riverside Water Co.	30,657
Meeks & Daley Water Co., Agua Mansa Water Co., and Temescal Water Co., including water received from City of Riverside	13,731
Extractions delivered by West Riverside Canal received from Twin Buttes Water Co., La Sierra Water Co., Agua Mansa Water Co., Salazar Water Co., West Riverside 350" Water Co., and Jurupa Water Co.	5,712
Rubidoux Community Services District	531
Jurupa Hills Water Co.	<u>36</u>
<u>TOTAL</u>	50,667

APPENDIX C  
TABLE C-2

EXTRactions FOR USE WITHIN SAN BERNARDINO COUNTY  
FROM  
SAN BERNARDINO BASIN AREA AND COLTON BASIN AREA  
FOR USE ON LANDS NOT TRIBUTARY TO  
RIVERSIDE WATERS FOR AVERAGE OF  
FIVE-YEAR PERIOD ENDING WITH 1953

(ALL VALUES IN ACRE FEET)

<u>Entity</u>	<u>San Bernardino Basin Area</u>	<u>Colton Basin Area</u>	<u>Total</u>
Fontana Union Water Co.	14,272	365	14,637
West San Bernardino County Water District	2,961	947	3,908
City of Rialto			700
<u>TOTAL</u>			19,245

APPENDIX D  
TABLE D-1

EXTRACTIONS FROM SAN BERNARDINO BASIN AREA  
FOR THE AVERAGE OF FIVE-YEAR PERIOD ENDING WITH 1963  
FOR USE WITHIN SAN BERNARDINO COUNTY

(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five Year Avg.</u> <u>1959-63</u>
Beaumont	10,064
Big Bear	1,171
Borea Canyon	91
Bunker Hill	181,600
City Creek	337
Cook Canyon	197
Devil Canyon	3,326
Devil Creek	42
Lower Cajon	2,090
Little San Creek	15
Lytle	29,364
Mill Creek	11,084
Oak Glen	935
Plunge Creek	1,265
santa Ana	1,790
Strawberry Creek	291
San Timoteo	2,272
Waterman Canyon	367
Yucaipa	<u>13,837</u>
Upper Basin Total	260,139
Less: Beaumont	
Oak Glen	
San Timoteo	27,107
Yucaipa	
Subtotal	<u>233,032</u>
Less Big Bear	<u>1,171</u>
Subtotal	231,861
Less extractions for use outside San Bernardino County	<u>60,897</u>
Extractions from San Bernardino for use in San Bernardino County	170,964

APPENDIX D  
TABLE D-2

EXTRACTIONS FROM  
COLTON BASIN AREA FOR AVERAGE OF  
FIVE-YEAR PERIOD ENDING WITH 1963  
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES  
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	8,480	0	8,480
Riverside County Entities	<u>147</u>	<u>3,349</u>	<u>3,496</u>
<u>TOTAL EXTRACTIONS</u>	8,627	3,349	11,976



APPENDIX D  
TABLE D-3

EXTRACTIONS FROM  
RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY  
FOR AVERAGE FIVE-YEAR PERIOD ENDING WITH 1963  
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES  
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	9,582	0	9,582
Riverside County Entities	<u>3,929</u>	<u>20,191</u>	<u>24,120</u>
<u>TOTAL EXTRACTIONS</u>	13,511	20,191	33,702

APPENDIX D  
TABLE D-4

EXTRACTIONS FROM  
SAN BERNARDINO BASIN AREA, COLTON BASIN AREA  
AND RIVERSIDE BASIN AREA USED WITHIN  
RIVERSIDE COUNTY FOR THE AVERAGE  
FIVE-YEAR PERIOD ENDING WITH 1963

(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five-Year</u> <u>Average</u>
San Bernardino Basin Area	60,897
Colton Basin Area	3,349
Riverside Basin Area in San Bernardino County	20,191
Riverside Basin Area in Riverside County	<u>30,044</u>
<u>TOTAL</u>	114,481

APPENDIX D  
TABLE D-5

IRRIGATED ACREAGE IN RIVERSIDE BASIN AREA  
IN RIVERSIDE COUNTY PRESENTLY TRIBUTARY  
TO RIVERSIDE NARROWS WHICH  
UPON CONVERSION TO URBAN USES  
REQUIRING SEWAGE DISPOSAL THROUGH  
THE RIVERSIDE TREATMENT PLANT WILL  
BE DISCHARGED TO THE RIVER BELOW  
RIVERSIDE NARROWS

<u>Entity Serving Acreage</u>	<u>Acres</u>
Gage Canal	1,752
Alta Mesa Water Co.	65
East Riverside Water Co.	926
Riverside Highland Water Company	<u>1,173</u>
<u>TOTAL</u>	<u>3,916</u>