



## STAFF REPORT

Cucamonga Valley Water District

**Meeting Date:** February 23, 2016

**To:** Board of Directors

**SUBJECT:** Adopt Resolution 2016-2-6 Approving the Water Supply Assessment for Empire Lakes

### SUMMARY

**Purpose --** Approve of a Water Supply Assessment for Rancho Cucamonga Industrial Area Specific Plan (IASP) Sub-Area 18 (Empire Lakes).

**Recommendation -** It is recommended that the Board of Directors adopt Resolution No.2016-2-6, a Resolution of the Board of Directors of the Cucamonga Valley Water District adopting the Water Supply Assessment for Rancho Cucamonga Industrial Area Specific Plan (IASP) Sub-Area 18 (Empire Lakes)

**Fiscal Impact --** There is no fiscal impact

**Previous  
Related Action --** None

### Background

SC Rancho Development Corp., an entity of Lewis Operating Corp, is in the process of redeveloping the Empire Lakes Golf Course located north of 4th Street, west of Milliken Avenue, east of Cleveland Avenue, and south of 8th Street and the BNSF/Metro-link rail line in the City of Rancho Cucamonga. The developer's plan is to redevelop the golf course to a mixed use project, which as proposed will be comprised of a combination of high density residential, commercial, and office uses in an "urban" setting.

The Empire Lakes project site is approximately 160.4 acres and includes residential development for a maximum of 3,450 dwelling units. The Project also is proposed to include approximately 44 acres of landscaping, approximately 25,000 square feet for a transit area (which may potentially include convenience services such as day-care, café, and/or grocery

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**EXHIBIT Y**

store) and 195,000 square feet of mixed use space (which may potentially include residential and/or commercial uses).

Under Senate Bill 610, a Water Supply Assessment (WSA) is required for certain “projects” as defined in Water Code section 10912, including but not limited to a proposed residential development of more than 500 dwelling units. Among other things, a WSA evaluates whether the total projected water supplies available to the water supplier during normal, single-dry, and multiple-dry water years over the next 20-year projection are sufficient to meet the projected water demands of the proposed project, in addition to the water supplier’s existing and planned future uses, including agricultural and manufacturing uses.

Since the Empire Lakes project proposes to construct a maximum of 3,450 dwelling units, a WSA has been prepared to evaluate the water supply availability for the project.

### **Discussion**

The WSA contains information and analyses from District’s adopted 2010 Urban Water Management Plan (UWMP), the District’s 2013 Water Supply Master Plan and other adopted UWMPs prepared by regional water agencies that provide water supplies within the Inland Empire. As noted above, the WSA also includes a description of the Project, water supply and demand projections and other relevant water resource information.

The Empire Lakes Golf Course currently uses approximately 577 acre-feet per year (AFY) of recycled water and approximately 2.0 AFY of potable water. With the redevelopment of the site, it is estimated that the new irrigation/recycled water demand would drop to approximately 30 AFY and a total estimated potable water demand for the Project would increase to approximately 1,446 AFY.

Staff has reviewed the WSA and concurs with its conclusion that the total projected water supplies available to the District during normal, single-dry, and multiple-dry water years over the next 20-year projection are sufficient to meet the projected water demands of the proposed Empire Lakes Project, in addition to the District’s existing and planned future uses, including agricultural and manufacturing uses. Staff notes that the WSA has been prepared in accordance with the WSA statute (Water Code section 10910-10915) and not as a Written Verification under Government Code section 66473.7. As such, nothing in the WSA is intended to create a right or entitlement to water service or any specific level of water service, nor does the WSA impose, expand, or limit any duty concerning the obligation of the District to provide service to its existing customers or to any future potential customers. (See Water Code section 10914.) Nor does anything in the WSA prevent or otherwise interfere with the District’s discretionary authority to declare a water shortage emergency in accordance with Water Code section 350 et seq. and to take any and all related actions authorized by law. The WSA is not a commitment to serve the proposed Project, but a review of the District’s total projected water supplies based on information presently

February 23, 2016

Adopt Resolution 2016-2-6 Approving the Water Supply Assessment for Empire Lakes

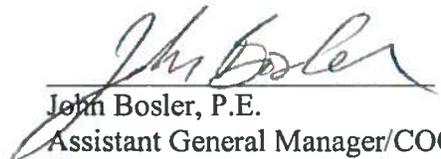
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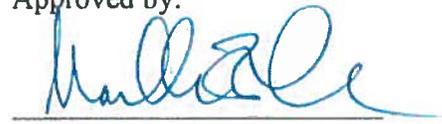
available. The WSA and the analyses and conclusions therein are conditioned in part on the ability of MWD and IEUA to continue to supply imported water to meet the supplemental water needs of the region.

Staff recommends that the Board of Directors adopt Resolution No. 2016-2-6, a Resolution of the Board of Directors of the Cucamonga Valley Water District adopting the Water Supply Assessment for Rancho Cucamonga Industrial Area Specific Plan (IASP) Sub-Area 18 (Empire Lakes).

Respectfully submitted,

  
John Bosler, P.E.  
Assistant General Manager/COO

Approved by:

  
Martin E. Zvirbulis, P.E.  
General Manager/CEO

Prepared by,

  
Braden Yu, P.E.  
Planning and Development Manager

Attachments: Resolution 2016-2-6  
WSA for Rancho Cucamonga Industrial Area Specific Plan Sub-Area 18

cc:

**RESOLUTION NO. 2016-2-6**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT REGARDING THE ADOPTION OF A WATER SUPPLY ASSESSMENT FOR THE RANCHO CUCAMONGA INDUSTRIAL AREA SPECIFIC PLAN (IASP) SUB-AREA 18 (EMPIRE LAKES)**

WHEREAS, the Cucamonga Valley Water District (District) is a County Water District organized under Section 30000 et seq. of the California Water Code, wherein the District provides water supply and related services within its service area, which includes the City of Rancho Cucamonga, portions of the cities of Upland, Ontario and Fontana, and some unincorporated areas of San Bernardino County; and

WHEREAS, the District is a “public water system” as defined by California Water Code section 10912(c) and Government Code section 66473.7(a)(3) and, accordingly, the District may receive requests from time to time to prepare a Water Supply Assessment pursuant to Water Code section 10910 et seq. (commonly referred to as SB 610) and/or a Written Verification pursuant to Government Code section 66473.7 (commonly referred to as SB 221) in connection with certain proposed development projects; and

WHEREAS, the District received a request from the City of Rancho Cucamonga (City) for the District to adopt a Water Supply Assessment for the proposed Rancho Cucamonga Industrial Area Specific Plan (IASP) Sub-Area 18, Empire Lakes (the Project), where the City is the lead agency for the Project under the California Environmental Quality Act (CEQA) and the City is responsible for all land use decisions related to the Project; and

WHEREAS, the Project is within the District’s service area, and therefore the District would be the public water system to provide water service to the Project; and

WHEREAS, pursuant to the City’s request, a Water Supply Assessment has been prepared for the Project.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

Section 1     Incorporation of Recitals. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

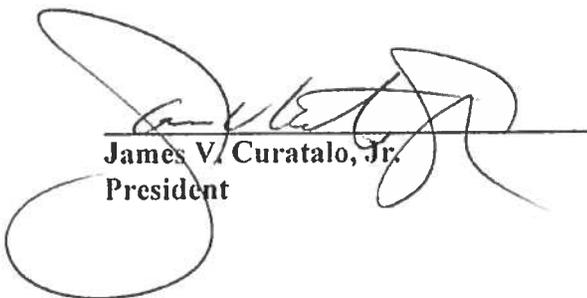
Section 2     Review and Approval of Water Supply Assessment. The Board has reviewed the Water Supply Assessment prepared for the aforementioned Project and, based on the requirements of Water Code section 10910 et seq., the Board hereby approves the Water Supply Assessment for the Project, a copy of which Water Supply Assessment is attached hereto as Attachment “A” and incorporated herein by reference.

Section 3     CEQA. The Board finds in accordance with Water Code section 10910(g) and Water Code section 10911(b)-(c) that the Board’s adoption of a Water Supply Assessment is not subject to review by the District under the California Environmental Quality Act.

**RESOLUTION NO. 2016-2-6**

**Section 4**     **Limitations of Water Supply Assessment.** The Board finds in accordance with Water Code section 10914(a)-(b) and other applicable laws, rules, regulations, and policies that the Water Supply Assessment adopted herein for the above-reference Project does not create a right or entitlement to water service or any specific level of water service for the Project, the Project applicant, the City, or any other party or entity, and does not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or to any future potential customers.

**PASSED AND ADOPTED this 23 day of February, 2016.**



**James V. Curatalo, Jr.**  
**President**

**ATTEST:**

*Camie Cordeiro for*  
\_\_\_\_\_  
**Martin E. Zvirbulis**  
**Secretary**



**FINAL**

**Water Supply Assessment For The  
Industrial Area Specific Plan (IASP) Sub Area 18  
(Empire Lakes)  
Specific Plan Amendment Project**

**City of Rancho Cucamonga, California**

**Prepared  
For**

**SC Rancho Development Corp.**

**October 16, 2015**

**PREPARED  
BY**



**STETSON ENGINEERS INC.**  
San Rafael and Covina, California  
Mesa, Arizona  
Denver, Colorado

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## **Executive Summary**

This Water Supply Assessment (WSA) evaluates the water supply availability for the “Rancho Cucamonga Industrial Area Specific Plan (IASP) Sub-Area 18 (Empire Lakes) Specific Plan Amendment Project” (Project), also referred to as the Empire Lakes Specific Plan Project, pursuant to the requirements of the California Water Code and the Government Code. The WSA contains information from Cucamonga Valley Water District’s (CVWD) adopted 2010 Urban Water Management Plan (UWMP), CVWD’s 2013 Water Supply Master Plan (Master Plan) and other adopted UWMPs prepared by regional water agencies within the Inland Empire. The WSA also includes a description of the Project, water supply and demand projections and other relevant water resource information.

The Project will be served water by CVWD. The anticipated completion of the Project is within the 20-year planning period addressed in CVWD’s adopted 2010 UWMP.

The estimated total potable water demand for the Project is approximately 1,446 acre-feet per year (AFY), and the estimated total non-potable water demand for the Project is approximately 30 AFY. The net increase in the Project’s estimated potable and non-potable water demands have been added to future potable and non-potable water demands accounted for in CVWD’s adopted 2010 UWMP and 2013 Master Plan over a 20 year period through 2035, as shown in Tables 14 through 19.

The present and future water supplies available to CVWD to provide water service to the Project include imported water from the State Water Project (SWP) through the Inland Empire Utilities Agency (IEUA), groundwater from the Chino Basin and the Cucamonga Basin, local surface water from tunnel sources, and recycled water through the IEUA.

The Chino Basin has enhanced reliability during drought and is CVWD’s most reliable source of water supply. The Chino Basin Watermaster and its technical staff ensure long-term reliability of water supplies from the Chino Basin. The Watermaster, under the direct supervision of the San Bernardino County Superior Court, manages basin water supplies,

arranges for local and supplemental groundwater recharge and implements and administers the Chino Basin physical solution as prescribed in the governing Superior Court groundwater pumping rights adjudication (the "Chino Basin Judgment").

The Chino Basin Watermaster's groundwater management responsibilities are closely coordinated with IEUA water management goals and implementation of strategies. IEUA's role as a regional water wholesaler includes delivery of supplemental untreated imported water from the Metropolitan Water District of Southern California (MWD) to water purveyors like CVWD, and to the Chino Basin Watermaster for groundwater recharge, exchange, groundwater banking, and conjunctive use programs, as well as delivery of recycled water. IEUA has also analyzed future water demands and water supplies within its service area, which includes most of CVWD's service area, and concluded sufficient water supplies will be available for the next twenty years, including during single and multiple dry years.

This WSA analyzes and evaluates CVWD's historical water supplies, water rights, current UWMPs developed by CVWD, IEUA, and MWD, and the historical and future availability of SWP water. The analysis and evaluation presented in this WSA shows that CVWD's available water supplies will be sufficient to meet all of the water demands of the entire Project for the next twenty years through 2035, including during single and multiple dry years.

## **1 Introduction**

This WSA incorporates water supply and demand projections from CVWD's 2013 Water Supply Master Plan (2013 Master Plan), CVWD's adopted 2010 UWMP and other adopted UWMPs prepared by regional water agencies.

According to the Rancho Cucamonga IASP Sub-Area 18 Specific Plan March 26, 2015 Draft Revision (Specific Plan), the Project site is located west of Milliken Avenue and is bounded by Fourth Street to the south, the Metrolink transit station to the north, and Cleveland Avenue to the west in the City of Rancho Cucamonga. The Project site is currently occupied by the Empire Lakes Golf Course. The Specific Plan allows mixed use development the site. The Project includes medium to high density residential, mixed use, open space, and transit oriented land uses. The Project is located within CVWD's service area (See Figures 1 and 2). CVWD has notified the Project developer that CVWD is ready, willing, and able to provide, and will provide, all water utility service to the Project. Project water demands and CVWD's long-term water supplies are discussed below.

### **1.1 CVWD Water Service**

CVWD provides public utility water service within its service area which includes portions of the cities of Rancho Cucamonga, Upland, Ontario and Fontana, and unincorporated areas of San Bernardino County (See Figure 1). CVWD's service area is approximately 47 square miles. CVWD's 2013 Master Plan indicates CVWD currently provides water service to a population of approximately 190,000.

### **1.2 Water Supply Planning Provisions**

Population growth in the State of California has resulted in additional water demand on water systems. The State legislature has enacted laws to ensure the increased demands are adequately addressed and that a firm source of water supply is available prior to approval of certain new developments. The regulations include California Water Code Division 6, Part 2.10, Sections 10910-10915 (Water Supply Planning to Support Existing and Planned Future Use) and Government Code 66473.7, which are briefly described

below. These provisions of the California Water Code and the Government Code seek to promote more collaborative planning between local water suppliers and cities and counties and require detailed information regarding water availability to be provided to city and county land use planners prior to approval of certain specified large land use development projects.

This WSA was prepared pursuant to the requirements of the California Water Code and the Government Code for the approach, required information, and criteria confirming CVWD has sufficient water supplies to meet the projected demands of the Project, in addition to existing and planned future uses. The UWMP is a foundational document for compliance with the California Water Code and the Government Code. The provisions of the California Water Code and the Government Code repeatedly identify the UWMP as a planning document which can be used by a water supplier to meet the standards set forth in both statutes. The lead agency for the preparation of an Environmental Impact Report (EIR) for a proposed project, is required under California Environmental Quality Act (CEQA) guidelines Article 7 and Article 9, to consult with the water agency serving a proposed project and to include in the EIR information provided by the water agency. The lead agency must determine whether projected water supplies are sufficient to meet the demand of a project, in addition to existing and planned future water uses.

CVWD's 2010 UWMP (June 2011), Metropolitan Water District of Southern California's 2010 Regional UWMP (November 2010), and Inland Empire Utility Agency's 2010 UWMP (June 2011), all prepared pursuant to California Water Code Division 6, Part 2.55, Section 10608 (Sustainable Water Use and Demand Reduction) and California Water Code Division 6, Part 2.6, Sections 10608-10656 (Urban Water Management Planning), describe future water demands and future availability of the water supply sources used by CVWD and other retail water agencies operating within the Chino Basin and the Cucamonga Basin. These UWMP documents were used to prepare this WSA.

### **1.2.1 California Water Code (Sections 10910-10915)**

California Water Code Division 6, Part 2.6, Section 10631, requires every urban water supplier to identify, as part of its UWMP, the existing and planned sources of water available to the supplier in five-year increments to 20 years. Existing law prohibits an urban water supplier which fails to prepare or submit its UWMP to the Department of Water Resources from receiving financial or drought assistance from the state until the plan is submitted.

California Water Code Division 6, Part 2.10, Sections 10910-10915 requires a Water Supply Assessment to provide a description of all water supply projects and programs which may be undertaken to meet total projected water use over the next 20 years, included with the proposed project. The California Water Code requires a city or county which determines a project is subject to the California Environmental Quality Act to identify any public water system which may supply water for proposed developments and to request those public water systems to prepare a specific WSA, including for proposed residential projects of more than 500 dwelling units. If the water demands for the proposed developments have been accounted for in a recently adopted urban water management plan, the water supplier may incorporate information contained in that plan to satisfy certain requirements of a WSA. The California Water Code requires the assessment to include, along with other information, an identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and the quantities of water received in prior years pursuant to those entitlements, rights, and contracts.

The California Water Code also requires the public water system, or the city or county, as applicable, to submit its plans for acquiring additional water supplies if that entity concludes water supplies are, or will be, insufficient.

### **1.2.2 Government Code 66473.7**

Government Code 66473.7 prohibits approval of a tentative map, or a parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwelling units, except as specified, including the design of the subdivision or the type of improvement, unless the legislative body of a city or county or the designated advisory agency provides written verification from the applicable public water system that a sufficient water supply is available or, in addition, a specified finding is made by the local agency that sufficient water supplies are, or will be, available prior to completion of the project. Sufficient water supply is the total water supply available during normal, single-dry, and multiple-dry years within a 20-year projection which will meet the projected demand of the Project, in addition to existing and planned future water uses.

## 2 CVWD's Water Demands

### 2.1 Historic Water Demands

Table 1 provides CVWD's historical water demands. CVWD's total water demands have ranged from 41,795 AFY to 61,036 AFY, with an average demand of approximately 51,274 AFY.

**Table 1. CVWD's Historical Water Demands (AFY)**

<u>Calendar Year</u>	<u>Total Demand</u>
1995 <sup>1</sup>	44,193
1996 <sup>1</sup>	41,795
1997	46,528
1998	41,864
1999	49,409
2000	50,717
2001	48,063
2002	52,409
2003	51,899
2004	54,826
2005	55,933
2006	57,976
2007	61,036
2008	57,496
2009	54,821
2010	48,001
2011	49,844
2012	52,180
2013	52,549
2014	53,937
Average	51,274

Source: CVWD

(1) Fiscal Years 1994-95 and 1995-96

## 2.2 Projected Water Demands

Projected water demands for the Project include commercial (restaurant), recreational, residential and landscape irrigation demands. The Project is estimated to include approximately 25,000 square feet for a transit area (which may potentially include convenience services such as day-care, café, and/or grocery store) and 195,000 square feet of mixed use space (which may potentially include residential and/or commercial uses). The Project also includes several residential areas identified as: "Urban Neighborhood", a high density residential development (24 to 80 dwelling units (DU) per acre); "Core Living", a medium-high density residential development (18 to 35 DU per acre); and "Village Neighborhood", a medium density residential development (14 to 28 DU per acre) for a maximum of 3,450 DU. The Project will include approximately 44 acres of landscaping, as specified in the Mater Plan of Recycled Water for the Rancho Cucamonga Industrial Area Specific Plan Sub-Area 18 Specific Plan Amendment (Recycled Water Master Plan). The total Project site is approximately 160.4 acres.

The projected water demand for the transit area and mixed use space was conservatively estimated by multiplying the planned building floor area (25,000 square feet of transit area + 195,000 square feet of mixed use space) of the building space by a restaurant water use rate of 1,000 gallons per day (gpd) per 1,000 square feet (sf)<sup>1</sup>. The estimated water demand for the transit area and mixed use space is approximately 246 AFY (or 220,000 sf x 1,000 gpd per 1,000 sf x (0.00112 AFY / 1 gpd)).

The exact nature of recreational facilities is unknown, therefore the projected water demand for the recreational areas was conservatively estimated by multiplying the full planning area (291,852 square feet)<sup>2</sup> by a park water use rate of 100 gpd per 1,000 sf<sup>3</sup>. The estimated water demand for the recreational areas is approximately 33 AFY (or 291,852 sf x 100 gpd per 1,000 sf x (0.00112 AFY / 1 gpd)).

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<sup>1</sup> Water use factor provided in the Master Plan of Water for the Rancho Cucamonga Industrial Area Specific Plan Sub-Area 18 Specific Plan Amendment

<sup>2</sup> Park/recreational area of 291,852 SF provided in the Water Master Plan dated February 2014. The Water Master Plan has since been updated and the park/recreational area has been revised to 283,140 SF (not incorporated in this WSA), which would reduce the potable demand (beginning in 2025) by 1 AF.

<sup>3</sup> Water use factor provided in the Master Plan of Water for the Rancho Cucamonga Industrial Area Specific Plan Sub-Area 18 Specific Plan Amendment

The projected residential water demand was estimated by multiplying the maximum number of DUs (3,450) by a single water use rate of 302 gpd per DU obtained from the Master Plan of Water for the Rancho Cucamonga Industrial Area Specific Plan Sub-Area 18 Specific Plan Amendment (Master Plan of Water). The residential water use rate was based on the unit water demand from CVWD's 2010 UWMP of 252 gallons per capita per dwelling unit, less 60 percent for outdoor irrigation (which is assumed to be met with recycled water), multiplied by 2.99 persons per dwelling unit (per the 2010 US Census) for a residential water use rate of 302 gallons per dwelling unit per day (252 gallons per capita per dwelling unit x 0.4 x 2.99 persons per dwelling unit). The estimated residential water demand is approximately 1,167 AFY (or 3,450 DU x 302 gpd per DU x (0.00112 AFY / 1 gpd)).

According to the Specific Plan, recycled water will be used for irrigation of common area landscaping including the landscaped areas around multifamily residential properties. In addition, residential areas will have 20 percent landscape coverage. The Project landscape irrigation water demand was estimated utilizing an irrigation factor of 603 gpd per acre, as provided in the Recycled Water Master Plan. The irrigation factor was estimated by the landscape architect for the Project, Urban Arena. The estimated irrigation water demand for the Project is approximately 30 AFY (or 43.7 acres x 603 gpd per acre x (0.00112 AFY / 1 gpd)), which will be met with recycled water. The total estimated potable water demand for the Project is approximately 1,446 AFY and the total estimated recycled water demand for the Project is approximately 30 AFY.

CVWD's 2010 UWMP includes current and projected future water demands for its service area up to calendar year 2035. According to information provided by CVWD, the existing potable water use at the Project site (for the Empire Lakes Golf Course) for calendar year 2014 was approximately 2 AF and the existing recycled water use was 577 AF. The Project will replace the existing potable water use (2 AFY) at the Project site (Empire Lakes Golf Course). In addition, it is assumed that a portion (30 AFY) of the existing recycled water usage at the Project site (for Empire Lakes) will offset the planned recycled

water usage at the Project site. As a result, the Project will result in a net potable water demand increase of 1,444 AFY (or 1,446 AFY - 2 AFY), above the existing water demands at the Project site, and a net non-potable water demand decrease of 547 AFY (30 AFY – 577 AFY).

Table 2 summarizes the projected water demands through 2035 for CVWD's service area including the demands from the Project. According to the current phasing plan, Project construction will begin in 2017 and will be completed by 2023.

**Table 2. Projected Water Use Demands for CVWD, Including Project (AFY)**

<b>YEAR</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
<b><u>POTABLE WATER DEMANDS</u></b>					
<b>CVWD's Projected Potable Water Demands<sup>1</sup></b>	<b>56,200</b>	<b>54,700</b>	<b>56,300</b>	<b>58,100</b>	<b>59,900</b>
<b>Net Increase in Potable Water Demands<sup>2</sup></b>	<b>0</b>	<b>721</b>	<b>1,444</b>	<b>1,444</b>	<b>1,444</b>
<b><u>Additional Potable Water Demands (Project)<sup>3</sup></u></b>					
Recreational <sup>4</sup>	0	16	33	33	33
Mixed Use	0	123	246	246	246
Residential	0	584	1,167	1,167	1,167
<b>Total Additional Potable Water Demands</b>	<b>0</b>	<b>723</b>	<b>1,446</b>	<b>1,446</b>	<b>1,446</b>
<b><u>Less Empire Lakes Potable Water Demands</u></b>	<b>--</b>	<b>(2)</b>	<b>(2)</b>	<b>(2)</b>	<b>(2)</b>
<b>Total CVWD Projected Potable Water Demands</b>	<b>56,200</b>	<b>55,421</b>	<b>57,744</b>	<b>59,544</b>	<b>61,344</b>
<b><u>NON-POTABLE WATER DEMANDS</u></b>					
<b>CVWD's Projected Non-Potable Water Demands<sup>5</sup></b>	<b>1,400</b>	<b>1,600</b>	<b>1,800</b>	<b>2,000</b>	<b>2,000</b>
<b>Net Increase in Non-Potable Water Demands<sup>6</sup></b>	<b>0</b>	<b>(562)</b>	<b>(547)</b>	<b>(547)</b>	<b>(547)</b>
<b><u>Additional Non-Potable Water Demand (Project)<sup>3</sup></u></b>					
Irrigation	0	15	30	30	30
<b>Total Additional Recycled Water Demands</b>	<b>0</b>	<b>15</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b><u>Less Empire Lakes Non-Potable Water Demands</u></b>	<b>--</b>	<b>(577)</b>	<b>(577)</b>	<b>(577)</b>	<b>(577)</b>
<b>Total CVWD Projected Non-Potable Water Demands</b>	<b>1,400</b>	<b>1,038</b>	<b>1,253</b>	<b>1,453</b>	<b>1,453</b>

1) UWMP demands from Table 3-2 less non-potable demands.

2) Additional potable water demands from Project less existing Empire Lakes potable water demands.

3) Water demands increased linearly based on construction beginning 2017 and ending 2023.

4) Park/recreational area of 291,852 SF provided in the Water Master Plan dated February 2014. The Water Master Plan has since been updated and the park/recreational area has been revised to 283,140 SF (not incorporated in this WSA), which would reduce the potable demand (beginning in 2025) by 1 AF.

5) From 2013 Master Plan.

6) Additional non-potable water demands from Project less existing Empire Lakes non-potable water demands.

### **3 Water Supply Sources**

CVWD's 2010 UWMP provides information regarding its water supply sources. CVWD's potable water supply sources include groundwater from the Chino Basin and the Cucamonga Basin, surface water from three (3) tunnel sources, and imported water purchased from IEUA. In addition, CVWD has the ability to receive potable water during emergencies from the Fontana Water Company (two interconnections) and the City of Upland (one interconnection).

CVWD currently operates 11 active groundwater wells in the Chino Basin. CVWD plans to continue operating these wells and will construct replacement wells as necessary to maintain water production capacities required to meet customer demands. CVWD frequently inspects each well and performs routine maintenance and rehabilitation to ensure each well is running efficiently and properly. According to the 2013 Master Plan, CVWD's total pumping capacity in the Chino Basin is approximately 25,100 gallons per minute (gpm). Based on a well operating factor of 75 percent (groundwater wells are operated 75 percent of the time), the total pumping capacity is approximately 30,400 AFY (or  $25,100 \text{ gpm} \times 0.75 \times 1.613 \text{ AFY per gpm}$ ). In addition, CVWD staff have indicated they are currently in the bidding process for construction of a new production well in the Chino Basin to increase production capacity.

CVWD has 17 wells located in the Cucamonga Basin, eight of which are active. The remaining wells are not utilized due to high nitrate concentrations. According to CVWD staff and the 2013 Water Master Plan, the eight active wells have a production capacity of 9,546 gpm. Based on a well operating factor of 75 percent (groundwater wells are operated 75 percent of the time), the total pumping capacity for active wells is approximately 11,548 AFY (or  $9,546 \text{ gpm} \times 0.75 \times 1.613 \text{ AFY per gpm}$ ).

CVWD has several canyon water sources ("tunnel" sources) including Cucamonga Canyon, Day/East Canyon, and Deer Canyon. Water supplies from tunnel sources are dependent on precipitation, therefore, according to the 2013 Master Plan, tunnel supplies

were projected based on above average hydrologic conditions and below average hydrologic conditions. The Cucamonga Canyon water supply was assumed to be 1,000 AFY during years with above average hydrologic conditions and 500 AFY during years with below average hydrologic conditions. The Day/East Canyon water supply was assumed to be 3,400 AFY during years with above average hydrologic conditions and 1,700 AFY during years with below average hydrologic conditions. The Deer Canyon water supply was assumed to be 140 AFY during years with above average hydrologic conditions and 70 AFY during years with below average hydrologic conditions. Projected total tunnel water supplies are 4,540 AFY (1,000 AFY + 3,400 AFY + 140 AFY) for years with above average hydrologic conditions and 2,270 AFY (500 AFY + 1,700 AFY + 70 AFY) for years with below average hydrologic conditions.

Imported water purchased through IEUA, which is a Metropolitan Water District of Southern California (MWD) member agency, is currently CVWD's primary source of water supply. CVWD has connections through the IEUA with untreated State Water Project (SWP) water and Colorado River water, however Colorado River water is not utilized by CVWD due to water quality issues. CVWD may purchase as much untreated imported SWP water as it needs. Under normal conditions, CVWD has a Tier 1 allocation of imported water from MWD equal to the historical average of CVWD's total imported water purchased over a 10 year period. CVWD's current Tier 1 allocation is 28,369 AFY. Any water purchased by CVWD over the Tier 1 allocation is charged at a higher rate (Tier 2).

CVWD's water system includes disinfection facilities and three treatment facilities to treat imported water from the SWP and water from the Cucamonga Canyon and Day/East Canyon tunnel sources (which are considered to be surface water). These treatment facilities allow CVWD to provide potable water which complies with all state and federal safe drinking water regulations.

As shown in Table 2, CVWD's projected potable water demands in the year 2035, including Project water demands, are approximately 61,344 AF. CVWD's groundwater production capacity of approximately 41,950 AFY from the Chino and Cucamonga

Basins, projected tunnel production of 4,540 AFY (assuming average hydrologic conditions) and projected imported water supply of 28,369 AFY provide a total projected potable water supply capacity of 74,859 AFY, which is sufficient to meet future projected potable water demands within its system, including demands from the Project.

### **3.1 Chino Basin**

The Chino Basin is CVWD's largest and most reliable groundwater source. CVWD's historical production from the Chino Basin averaged approximately 13,423 AFY, as shown in Table 3, which in most years accounts for 26 percent of CVWD's water supply.

The Chino Basin, in San Bernardino County, is the largest groundwater basin in the Upper Santa Ana River Watershed. The Chino Basin is bounded by the Rialto-Colton, Chino, San Jose, and Cucamonga faults, and by the Puente Hills and the San Gabriel Mountains. The total surface area of the basin is approximately 154,000 acres (240 square miles). CVWD's service area within the Chino Basin is shown in Figure 3.

The Chino Basin currently has over five million AF of water in storage, with an additional unused storage capacity, based on historical water levels in the basin, of about one million AF. Over the ten year period from fiscal year 2002-03 through 2011-12<sup>4</sup>, total groundwater production from the basin has ranged from approximately 113,700 AFY to 181,700 AFY. A majority of production is pumped for municipal and industrial purposes and the remaining production is pumped by agricultural producers.

The Chino Basin was adjudicated under the Chino Basin Judgment, entered on January 27, 1978 by the Superior Court for the County of San Bernardino (included as Appendix A). CVWD is a party to the Chino Basin Judgment and is classified as an appropriator. The Chino Basin Judgment established an average Safe Yield in the Chino Basin of 140,000 AFY (the Chino Basin Watermaster is currently in the process of recalculating the Safe Yield, however, it is assumed that if the Safe Yield is reduced the difference to

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<sup>4</sup> From Chino Basin Watermaster website. Production is available from annual reports through fiscal year 2011-12.

CVWD will be made up with unproduced agricultural rights). The Safe Yield is defined in the Chino Basin Judgment as "the long-term average annual quantity of ground water (excluding replenishment of stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Chino Basin under conditions of a particular year without causing an undesirable result." The 1978 Chino Basin Judgment's allocation of the Safe Yield of the Chino Basin includes three separate Pools: the "Overlying Agricultural Pool", the "Overlying Non-Agricultural Pool", and the "Appropriative Pool". CVWD's appropriative rights together with those of Etiwanda Water Company (acquired by CVWD in 1986) and Fontana Union (of which CVWD is a principal shareholder) amount to an 18.258 percent share of the Operating Safe Yield, or 10,011.190 AFY.

Appropriators who are parties to the Chino Basin Judgment, such as CVWD, are authorized to produce groundwater in excess of their rights. Appropriators pay assessments for such production to the Chino Basin Watermaster. The assessments are used to replenish the basin through imported surface water recharge. The Chino Basin Watermaster purchases water to replenish the Chino Basin from MWD through IEUA. Additional supplemental sources of replenishment water come from recycled water and from increased recharge of local storm water. Reliability of water purchased from IEUA to replenish the Chino Basin is discussed in Section 3.4.

In addition, the Chino Basin Watermaster reallocates the unused portion of the Chino Basin Safe Yield from the Overlying Agricultural Pool to the Appropriative Pool members as a supplement to the Appropriative Pool share of Operating Safe Yield rights in any year. These transfers are permanent if agricultural land has been converted to non-agricultural use, or temporary if agricultural pool extractions are less than their share of the safe yield. Watermaster historically reallocates a portion of the Agricultural Pool which was not used during the previous year, which is known as an "Early Agricultural Transfer." CVWD typically receives about 5,989 AFY of the Early Agricultural Transfer. Permanent transfers from the Agricultural Pool are known as "Land Use Conversions." CVWD currently has about 598 AFY of permanent "Land Use Conversion" rights. As agricultural

production declines within the Chino Basin, Early Agricultural Transfer and Land Use Conversion rights will increase.

The Chino Basin is managed under the Peace Agreement of the Optimum Basin Management Plan, which was reached in 2000 and establishes goals for operation of the Basin. The Peace Agreement was amended in 2007 through the Peace II Settlement, and now requires the Chino Basin Watermaster to recharge 6,500 AFY of supplemental water, regardless of existing replenishment obligations. The terms of the Peace II Settlement currently run through June 30, 2030. The Chino Basin Watermaster allocates a portion of the recharged water to Producers based on their share of the Operating Safe Yield. CVWD's share of the water recharged under the Peace II Settlement is 602.514 AFY, which is assumed to be available to June 30, 2030. In addition, the Peace II Settlement provides for water to be utilized for Chino Desalter Authority (CDA) replenishment. The CDA has two desalters and several wells in the Chino Basin which produce about 29,000 AFY and require replenishment to the Chino Basin. The CDA is not a party to the Chino Basin Judgement, therefore, through provisions of the Peace II Settlement, Chino Basin Producers must collectively meet the replenishment obligation for the CDA. According to the 2013 Master Plan, CVWD's replenishment obligation ranges from 3,000 AFY to 5,500 AFY through 2030. CVWD may be assessed monetarily by the Chino Basin Watermaster or may transfer water from its Chino Basin storage account to meet the replenishment obligation.

In 2003, IEUA, Three Valleys Municipal Water District, Chino Basin Watermaster, and MWD developed a Dry-Year Yield Program to plan for dry year conditions. As a part of the Dry-Year Yield Program, MWD provided funds to Producers within the Chino Basin, including CVWD, to construct additional groundwater supply wells. In exchange, the participating Producers agreed to shift their water supply from imported water supplied by MWD to Chino Basin groundwater production when requested by MWD. According to the CVWD 2010 UWMP, CVWD constructed five groundwater supply wells in the Chino Basin under the Dry-Year Yield Program with a combined capacity of 15,720 AFY. MWD stored 100,000 AF in the Chino Basin to be utilized by the participating Producers when called

upon by MWD. According to the Chino Basin Watermaster 33<sup>rd</sup> Annual Report, MWD had called upon all 100,000 AF stored in the Chino Basin under the Dry Year Yield Program as of April 30, 2011. Consequently, it is assumed there will be no water in the Dry Year Yield Program when estimating future water supplies from the Chino Basin. In addition, groundwater production through the Dry Year Yield Program is categorized as imported water according to the CVWD 2010 UWMP, therefore historical groundwater supplies from the Chino Basin are not projected to be impacted.

CVWD's total production rights include its Operating Safe Yield allocation (approximately 10,012 AFY), unproduced agricultural pool water rights allocation [Early Agricultural Transfer (5,989 AFY) and Land Use Conversions (598 AFY)], new yield allocation (storm water recharge, assumed to be 0 AFY), Peace II Settlement allocation (602.514 AFY through 2030), recycled water recharge allocation (4,200 AFY), and any purchases from other producers made during the year (assumed to be 0 AFY). CVWD's projected rights from the Chino Basin through 2030 total approximately 21,400 AFY (10,012 AFY + 5,989 AFY + 598 AFY + 603 AFY + 4,200 AFY). CVWD's projected rights from the Chino Basin after 2030 total approximately 20,800 AFY (10,012 AFY + 5,989 AFY + 598 AFY + 4,200 AFY). CVWD staff have indicated they intend to increase groundwater storage within the Chino Basin to be utilized during future single and multiple dry years. Consequently, CVWD staff have provided conservative Chino Basin supply estimates (Chino Basin rights which exceed conservative projected supplies will be utilized to maintain storage within the Chino Basin) of 18,036 AFY, 10,926 AFY, 11,862 AFY, 12,033 AFY, and 17,456 AFY for calendar years 2015, 2020, 2025, 2030, and 2035, respectively. These projected Chino Basin supplies will be used for the purposes of this WSA. As previously indicated, CVWD maintains a groundwater storage account within the Chino Basin pursuant to the Chino Basin Judgment. CVWD currently has approximately 62,000 AF of water in its storage account. CVWD plans to add approximately 34,000 AF of additional water (in addition to 2 percent storage losses and annual withdrawals to meet CDA replenishment obligations) into its storage account over the next 20 years for use during single and multiple dry years, if needed.

### **3.1.1 Chino Basin Reliability**

As previously discussed, CVWD's average annual production from the Chino Basin from 1997 to 2014 was approximately 13,423 AFY and the capacity of CVWD's active production wells in the Chino Basin total approximately 30,400 AFY. During the most recent five years, CVWD's annual production ranged from approximately 13,626 AFY to 19,831 AFY. The Chino Basin Judgment authorizes CVWD to produce all the water it requires from the Chino Basin for beneficial use by CVWD's customers, subject to replenishment requirements, and more than ample water is present in the Chino Basin to allow CVWD to do so. CVWD will construct additional wells and associated infrastructure in the Chino Basin to match additional water supply with additional water demands from growth in the number of customers. CVWD active wells located in the Chino Basin have not been impacted by water quality issues, however CVWD has the necessary technical and financial resources available to allow CVWD to quickly respond to assure continuity and reliability of water service if any such water quality incidents occur.

**Table 3. CVWD's Groundwater Production (AFY)**

Calendar Year	Chino Basin	Cucamonga Basin	Total Demand
1995 <sup>1</sup>	NA	NA	20,463
1996 <sup>1</sup>	NA	NA	22,351
1997	7,764.0	13,492.0	21,256
1998	5,101.0	9,764.0	14,865
1999	7,737.0	13,661.0	21,398
2000	6,195.0	10,642.0	16,837
2001	6,899.0	6,604.0	13,503
2002	10,580.0	6,719.0	17,299
2003	10,020.0	5,051.0	15,071
2004	12,582.0	6,714.0	19,296
2005	13,328.0	7,518.0	20,846
2006	16,814.0	6,497.0	23,311
2007	16,782.0	5,019.0	21,801
2008	19,232.0	4,450.0	23,682
2009	22,271.0	7,630.0	29,901
2010	19,831.0	3,848.0	23,679
2011	19,380.0	3,645.0	23,025
2012	15,041.0	6,028.0	21,069
2013	18,437.0	6,523.0	24,960
2014	13,626.0	10,724.0	24,350
Average	13,423	7,474	20,948

Source: CVWD

(1) Fiscal Years 1994-95 and 1995-96

### 3.2 Cucamonga Basin

The Cucamonga Basin is CVWD's second groundwater source. CVWD's historical production from the Cucamonga Basin averaged approximately 7,474 AFY, as shown in Table 3, which in most years accounts for about 15 percent of CVWD's total water supply.

The Cucamonga Basin is bounded by the San Gabriel Mountains and the Cucamonga fault to the north and by the Red Hill fault to the west, south and east. (See Figure 1). The 1958 Cucamonga Basin Judgement adjudicated groundwater rights within the Cucamonga Basin to 24 stipulating parties, which today consist of CVWD, San Antonio Water Company (SAWC), and West End Consolidated Water Company (WEC).

Pursuant to the Cucamonga Basin Judgment (included as Appendix B), CVWD has a right to produce 15,471 AFY (68.1 percent of total rights) from the Cucamonga Basin. In addition, CVWD has 3,620 AFY of diversion rights to Cucamonga Creek. CVWD's total production rights to the Cucamonga Basin are 19,071 AFY. There are currently discussions underway regarding revisions to the management of the Cucamonga Basin to update the Judgment and establish an Operating Safe Yield. According to the 2013 Master Plan, the proposed Operating Safe Yield may likely range from 14,000 AFY to 16,000 AFY, resulting in a total production right of approximately 10,500 AFY for CVWD (based on a 68.1 percent share of the proposed Operating Safe Yield). For the purposes of this WSA, a projected supply of 10,000 AFY from the Cucamonga Basin has been used for CVWD based on CVWD staff projections.

### **3.2.1 Cucamonga Basin Reliability**

CVWD's average annual production from the Cucamonga Basin from 1997 to 2014 was approximately 7,474 AFY. As discussed previously, the capacity of CVWD's active production wells in the Cucamonga Basin totals approximately 11,548 AFY. During the most recent five years, CVWD's annual production ranged from approximately 3,645 AFY to 10,724 AFY. Although CVWD has rights to produce additional groundwater from the Cucamonga Basin, CVWD has reduced its annual groundwater production in anticipation of a reduced Operating Safe Yield. Overall basin production currently is less than the estimated sustainable safe yield. Therefore, under current conditions, the Cucamonga Basin may be assumed to be a reliable source of supply.

### **3.3 Tunnel Water Sources**

Tunnel water sources provide about 10 percent of CVWD's water supply. During the last 20 years, CVWD's total production from tunnel water sources averaged approximately 4,878 AFY, as shown in Table 4.

CVWD has several tunnel water sources which originate in the canyons of the San Gabriel Mountains. These tunnel water sources come from streams, springs and tunnels in the Cucamonga Canyon, Deer Canyon and Day/East Canyon of the San Gabriel Mountains. (CVWD also has water rights to three (3) additional tunnel water sources including Smith Canyon, Lytle Creek, and Golf Course Tunnel. These tunnel water sources are not currently utilized by CVWD due to age and distance of the facilities from CVWD's service area and will conservatively not be included in this WSA as projected water supply sources.)

### ***Cucamonga Canyon***

CVWD acquired the loamosa Water Company in the 1970s along with the loamosa Tunnel. CVWD's Cucamonga Canyon facilities are located in an unincorporated area of western San Bernardino County, north of the City of Rancho Cucamonga and include two diversion ponds and a 24-inch diameter 3,300 foot transmission pipeline which conveys the surface water from the Cucamonga Canyon to the Arthur H. Bridge Water Treatment Plant (ABWTP). CVWD has rights to 250 miner's inches of runoff in Cucamonga Creek, or approximately 3.24 million gallons per day (mgd). CVWD's Cucamonga Canyon transmission pipeline was destroyed after the Station Fire by subsequent flooding and water was not diverted between December 2003 and February 2007.

Water supplies from tunnel sources are dependent on precipitation, therefore, according to the 2013 Master Plan, tunnel supplies were projected based on above average hydrologic conditions and below average hydrologic conditions. The Cucamonga Canyon water supply was assumed to be 1,000 AFY during years with above average hydrologic conditions and 500 AFY during years with below average hydrologic conditions.

### ***Day/East Canyon***

CVWD acquired the Etiwanda Water Company in 1979 along with the surface water rights to the Day and East Canyons (2013 Master Plan). Day Canyon is located northwest of Etiwanda Avenue and East Canyon is located northeast of Etiwanda Avenue. CVWD's Day/East Canyon facilities include the Day Basin, East Basin, Smith Tunnel, "Bee"

Tunnel, and transmission pipelines which convey surface water from the Day/East Canyons to either the Royer-Nesbit Water Treatment Plant (Royer-Nesbit WTP) or the Lloyd Michael Water Treatment Plant (Lloyd Michael WTP). CVWD's rights to the Day/East Canyon are appropriative and include all subsurface and surface flows through the canyon.

According to the 2013 Master Plan, the Day/East Canyon water supply was assumed to be 3,400 AFY during years with above average hydrologic conditions and 1,700 AFY during years with below average hydrologic conditions.

### ***Deer Canyon***

CVWD acquired the Hermosa Water Company in 1970 along with the water rights to Deer Canyon. In 2002, CVWD sold a portion of its water rights and facilities in Deer Canyon to the Nestle Company. CVWD's Deer Canyon facilities are located north of Haven Avenue and currently include the Hermosa Tunnel and a 6-inch diameter 1,300 foot long transmission pipeline which conveys surface water from the Hermosa Tunnel to a reservoir for distribution. Water produced from the Hermosa Tunnel is considered to be groundwater and does not require treatment. CVWD's rights to Deer Canyon are appropriative and include all subsurface and surface flows through the canyon.

According to the 2013 Master Plan, the Deer Canyon water supply was assumed to be 140 AFY during years with above average hydrologic conditions and 70 AFY during years with below average hydrologic conditions.

### ***Total Projected Tunnel Water Supplies***

Projected tunnel water supplies total 4,540 AFY (1,000 AFY + 3,400 AFY + 140 AFY) for years with above average hydrologic conditions and 2,270 AFY (500 AFY + 1,700 AFY + 70 AFY) for years with below average hydrologic conditions.

### **3.3.1 Reliability of Tunnel Water Sources**

As previously discussed, CVWD's average annual production from tunnel water sources from 1995 to 2014 was approximately 4,878 AFY. During the most recent five years, CVWD's annual production ranged from approximately 1,825 AFY to 5,919 AFY (production of 1,825 AF was recorded during 2004 at which point the Cucamonga Canyon tunnel was out of service). For the purposes of this WSA, approximately 4,540 AFY of tunnel water (from Cucamonga Canyon, Deer Canyon, and Day/East Canyon) is assumed to be available during a normal year and approximately 2,270 AFY of tunnel water is assumed to be available during a dry year.

**Table 4. CVWD's Production from Tunnel Sources (AFY)**

<b>Year</b>	<b>Total Demand</b>
1995	7,563
1996	7,080
1997	6,685
1998	9,580
1999	6,157
2000	4,420
2001	5,655
2002	2,475
2003	3,499
2004	1,892
2005	6,978
2006	5,347
2007	3,194
2008	5,263
2009	4,821
2010	3,954
2011	5,919
2012	2,838
2013	1,825
2014	2,422
Average	4,878

**Source:** CVWD

### **3.4 Inland Empire Utilities Agency**

IEUA, originally known as Chino Basin Municipal Water District, was formed by popular vote of its residents in June 1950, to become a member agency of MWD for the purpose of importing supplemental water to augment local stream and groundwater supplies. Since its formation in 1950, IEUA has significantly expanded its services. These expanded services include production of recycled water, wholesaling of untreated imported water and recycled water supplies, sewage treatment, co-composting of manure and municipal biosolids, desalinization of groundwater supplies and disposal of non-reclaimable industrial wastewater and brine. IEUA does not provide treated MWD water to retail water purveyors in its service area.

CVWD is located within IEUA's service area and treats imported water delivered on behalf of IEUA by MWD at two water treatment plants, (the Lloyd Michael WTP and Royer-Nesbit WTP). IEUA's water management goals and implementation strategies, such as its imported water distribution policy, groundwater banking, conjunctive use programs, and use of recycled water, enhances the reliability of water supplies utilized by CVWD. The following discussion of water sources, future water demands, and future water supplies in IEUA's service area illustrates sufficient water is available for CVWD and the other purveyors within IEUA's service area in the future.

IEUA wholesales untreated water and provides industrial/municipal wastewater collection and treatment services, and other related services for the western portion of San Bernardino County. IEUA's service area is located in southwestern San Bernardino County. Its 242 square mile service area, which encompasses the Chino Groundwater Basin, consists of a relatively flat alluvial valley from east to west which slopes downward from north to south at a one to two percent grade.

Water used in IEUA's service area comes from both local and imported sources. Local sources include local groundwater, surface water and, most recently, recycled water. IEUA purchases untreated imported water from MWD for wholesale redistribution to local retail water purveyors within its service area, including CVWD. The local retail water

purveyors must first treat the imported MWD water before delivery to their potable water customers.

According to IEUA's 2010 UWMP, total local groundwater production by CVWD and other local retail water agencies in IEUA's service area ranged from approximately 110,000 AFY to 146,000 AFY from 2000 to 2010.

CVWD and a number of other retail water agencies in IEUA's service area which produce groundwater from the Chino Basin also obtain a portion of their water from local surface sources. The principal sources of surface water include Lytle Creek, San Antonio Canyon, Cucamonga Canyon, Day Creek, Deer Creek, and several smaller surface streams. According to IEUA's 2010 UWMP, production from all such local surface supplies ranged from approximately 8,900 AFY to 25,700 AFY from 2000 to 2010.

CVWD has the capacity to receive up to 71 mgd of MWD imported SWP water from IEUA for treatment at CVWD's existing Royer-Nesbit WTP (11 mgd capacity) and Lloyd Michael WTP (60 mgd capacity). Historical MWD deliveries to IEUA's service area are shown in Table 5. Additional imported water supplies from IEUA are used for groundwater replenishment thereby augmenting the annual yield and production from the Chino Basin.

IEUA also provides recycled water to its member agencies for direct non-potable use (irrigation) and indirect non-potable use (groundwater recharge). Water recycling involves treatment of wastewater to create a high quality, safe source of water for landscape irrigation, industrial uses, and groundwater recharge. Recycled water is a critical component of the Optimum Basin Management Plan developed by the Chino Basin Watermaster in 2000 to address water supply and quality issues in the Chino Basin. Recycled water has become an increasingly important source of renewable local water supply for the region. A map showing CVWD's current recycled water infrastructure is shown in Figure 4. According to CVWD's 2010 UWMP, approximately 2,800 AFY of recycled water supplies for direct use and 4,500 AFY of recycled water supplies for groundwater recharge will be available for CVWD use by 2035. According to CVWD's 2013 Master Plan, CVWD's recycled water demands for direct use are projected to be 2,000 AFY by 2035, resulting in a surplus of recycled water supplies.

The population within IEUA's service area is projected by the local retail water agencies (including CVWD) to collectively increase from approximately 919,800 people in 2015 to over 1,176,100 people by the year 2035 (Table 6). This represents an increase of approximately 327,000 people over a twenty-five year period, an average annual growth rate of approximately 1.3 percent.

Table 5 MWD Historical Water Purchases by IEUA (AFY)

Fiscal Year	Full Service	Agricultural	Interruptible/Local Projects	Storage <sup>1</sup>	Total
1953-54	3,135.00				3,135.00
1954-55	4,820.50				4,820.50
1955-56	5,033.30				5,033.30
1956-57	5,983.60				5,983.60
1957-58	6,850.30				6,850.30
1958-59	4,363.70	41			4,404.70
1959-60	3,568.10	83			3,651.10
1960-61	4,908.60	459			5,367.60
1961-62	6,416.40	796			7,212.40
1962-63	6,865.20	1,195.00			8,060.20
1963-64	14,598.70	1,579.00			16,177.70
1964-65	18,993.50	2,699.00			21,692.50
1965-66	13,422.20	2,154.00			15,576.20
1966-67	10,071.70	1,072.00			11,143.70
1967-68	10,883.80	1,681.00			12,564.80
1968-69	8,565.20	134			8,699.20
1969-70	7,262.50	370			7,632.50
1970-71	8,583.80	462			9,045.80
1971-72	9,611.70	660			10,271.70
1972-73	8,592.60	634			9,226.60
1973-74	8,427.70	800			9,227.70
1974-75	8,841.00	933			9,774.00
1975-76	9,474.00	1,842.00			11,316.00
1976-77	11,096.00	1,698.00			12,794.00
1977-78	20,357.00	924			21,281.00
1978-79	10,361.60	817.3	16,088.60		27,267.50
1979-80	11,196.00	69.4	7,841.40	10,677.60	29,784.40
1980-81	13,163.10	335.6	17,861.90	3,020.60	34,381.20
1981-82	7,837.40	588.1	25,914.60	2,453.70	36,793.80
1982-83	4,792.30	303.4	21,797.50		26,893.20
1983-84	4,727.60	404.2	21,230.00		26,361.80
1984-85	8,201.00	558.6	21,001.60		29,761.20
1985-86	9,150.30	398.4	24,701.00	1,072.50	35,322.20
1986-87	11,673.60	368.7	18,393.20	3,522.60	33,958.10
1987-88	9,728.80	459	12,245.10	13,142.20	35,575.10
1988-89	20,247.20	175.3	25,931.50		46,354.00
1989-90	15,773.00	117.8	26,156.50	26,616.50	68,663.80
1990-91	20,015.90	26.2	28,071.00	4,011.70	52,124.80
1991-92	31,924.50	152		75,976.10	108,052.60
1992-93	29,407.00	94.4		51,553.70	81,055.10
1993-94	28,897.10			28,046.90	56,944.00
1994-95	36,967.80	8.5		1,579.50	38,555.80
1995-96	35,204.10	77.4		4,408.80	39,690.30
1996-97	44,728.20	118.8		5,058.70	49,905.70
1997-98	39,320.60	83.8		11,895.10	51,299.50
1998-99	41,607.80	68.1	100.30	8,414.10	50,190.30
1999-00	57,070.30	104.1	495.50	5,332.10	63,002.00
2000-01	57,735.60	45.1	4,066.00	11,742.50	73,589.20
2001-02	64,996.00	44.0	5,664.30	9,006.30	79,710.90
2002-03	57,415.50	52.3	5,907.60	13,449.90	76,825.30
2003-04	64,024.70	49.3	9,771.00	7,582.00	81,427.00
2004-05	54,841.40	56.4	8,931.70	42,259.40	106,089.00
2005-06	50,607.80	90.4	11,943.20	36,227.80	98,869.20
2006-07	52,869.10	89.7	13,793.80	24,759.10	91,511.70
2007-08	70,780.00	43.2	23,729.60		94,552.80
2008-09	81,615.90	3.0	27,687.00		109,305.90
2009-10 <sup>2</sup>	65,539.60		22,181.0		87,720.60
2010-11 <sup>2</sup>	51,134.40		22,986.00	9,650.60	83,771.00
2011-12 <sup>2</sup>	51,551.80		23,969.00	24,915.60	100,436.40
2012-13 <sup>2</sup>	59,050.90		32,352.00		91,402.90
2013-14 <sup>2</sup>	67,833.10		29,456.60		97,289.70

Source: IEUA 2010 Regional Urban Water Management Plan (June 2010).

1) Seasonal Storage Service Program and Cyclic Storage Account

2) Source: Metropolitan Water District of Southern California (<http://www.mwdh2o.com/mwdh2o/pages/operations/ops01.html>). Data includes full service, agricultural, local project, and/or storage program sales

**Table 6. Projected Population in IEUA's Service Area**

<b>Year</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
<b>Population</b>	919,771	981,651	1,041,521	1,108,234	1,176,066

Source: IEUA 2010 Regional Urban Water Management Plan (June 2011), Table 2-2

As a result of this projected regional population growth, water demand in IEUA's service area is expected to increase by approximately 15 percent over the twenty year period from 2015 to 2035. Table 7 presents the projected water demands for IEUA's service area. According to IEUA's 2010 UWMP, total annual water use is expected to increase from approximately 271,870 AF in 2015 to approximately 314,140 AF by the year 2035.

**Table 7. Projected Water Demands in IEUA's Service Area (AFY)**

<b>Year</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
Municipal and Industrial	228,006	229,803	240,969	251,877	268,233
Agricultural	15,000	7,000	7,000	5,000	5,000
Recycled Water (Direct Reuse)	28,865	31,662	34,359	37,056	40,903
<b>Total Demand</b>	<b>271,871</b>	<b>268,465</b>	<b>282,328</b>	<b>293,933</b>	<b>314,136</b>

Source: IEUA 2010 Regional Urban Water Management Plan (June 2011), Table 3-9

Projected water supplies within IEUA's service area include groundwater, surface water, recycled water, and untreated imported water purchased from MWD. Table 8 summarizes the available supplies and water demands under a normal year.

**Table 8. IEUA Future Water Demand/Supply Balance in Normal Years (AFY)**

	Year	2015	2020	2025	2030	2035
<b>Water Supply</b>	Groundwater <sup>1</sup>	180,078	174,217	182,581	188,480	200,842
	Surface Water	28,490	28,490	28,490	28,490	28,490
	Recycled Water	66,241	70,391	74,402	78,884	83,436
	Imported Water	80,556	81,641	82,725	83,809	85,978
	<b>Total Supply</b>	<b>355,365</b>	<b>354,739</b>	<b>368,198</b>	<b>379,663</b>	<b>398,746</b>
	<b>Total Demand</b>	<b>271,871</b>	<b>268,465</b>	<b>282,328</b>	<b>293,933</b>	<b>314,136</b>
	<b>Surplus</b>	<b>83,494</b>	<b>86,274</b>	<b>85,870</b>	<b>85,730</b>	<b>84,610</b>

Source: IEUA 2010 Regional Urban Water Management Plan (June 2011), Table 11-3

1) Includes groundwater from Chino Basin, Cucamonga Basin and other adjacent basins.

According to IEUA's 2010 UWMP, total production from the Chino Basin and adjacent groundwater basins is projected to increase from approximately 180,000 AFY in 2015 to approximately 201,000 AFY in 2035 for normal years.

According to IEUA's 2010 UWMP, IEUA conservatively projected total production from surface water supplies within its service area at approximately 28,500 AFY through the year 2035 for normal years. Surface water flows are substantially greater in wet years and less during dry years.

According to IEUA's 2010 UWMP, the direct use of recycled water within IEUA's service area in the year 2010 was approximately 17,300 AF. Recycled water use during normal years is expected to increase to approximately 83,400 AFY by 2035.

The demand for untreated imported Colorado River and SWP water for the Chino Basin in normal years is projected to increase from approximately 80,600 AFY, in 2015, to approximately 86,000 AFY by the year 2035.

CVWD supports and works closely with IEUA to implement a mix of water management strategies to meet the region's long-term needs. IEUA's water management goals are the following:

- Implement an effective conservation program which will maximize efficient water use and reuse in IEUA's service area;
- Continue development of a groundwater recovery program;
- Increase the safe storage capacity of the Chino Basin to 150,000 AFY and implement a conjunctive use/groundwater management program which provides dry year water supplies for the service area (the increased safe storage capacity potential is 500,000 AFY). In 2008, IEUA completed a CEQA document for the proposed expansion of the program;
- Achieve maximum use of all available storm water;
- Achieve maximum reuse of all available recycled water; and
- Minimize dependence on imported water supplies.

The water demands and supplies for IEUA's service area were analyzed by IEUA to assess the region's ability to meet demands given a repeat of California's severe drought from 2007 to 2009. Table 9 and Table 10 present the supply-demand balance for single and multiple year drought scenarios for calendar years 2015 and 2035. With the implementation of the local programs outlined above, the region is expected to meet 100 percent of its dry year demand.

**Table 9. IEUA's 2015 Water Supply and Demand in Normal, Single Dry, and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Water Supplies</b>	Groundwater	180,078	207,090	192,913	199,170	205,289
	Imported Water	80,556	49,945	42,184	46,013	49,945
	Surface Water	28,490	8,832	13,404	23,455	21,937
	Recycled Water	66,241	66,241	49,547	60,788	72,865
	<b>Total Supply</b>	<b>355,365</b>	<b>332,108</b>	<b>298,048</b>	<b>329,426</b>	<b>350,036</b>
<b>Total Demand</b>		<b>271,871</b>	<b>271,871</b>	<b>260,588</b>	<b>266,230</b>	<b>271,871</b>
<b>Total Demand w/ Conservation <sup>1</sup></b>		<b>271,871</b>	<b>244,684</b>	<b>234,529</b>	<b>239,607</b>	<b>244,684</b>
<b>Surplus</b>		<b>83,494</b>	<b>87,423</b>	<b>63,519</b>	<b>89,820</b>	<b>105,352</b>

Source: IEUA 2010 Regional Urban Water Management Plan (June 2011), Chapter 11

1) Assumes zero conservation during a normal year.

**Table 10. IEUA's 2035 Water Supply and Demand in Normal, Single Dry, and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Water Supplies</b>	Groundwater	200,842	230,968	227,241	228,125	228,960
	Imported Water	85,978	53,306	51,066	52,182	53,306
	Surface Water	28,490	8,832	13,960	23,932	21,937
	Recycled Water	83,436	83,436	81,615	86,652	91,779
	<b>Total Supply</b>	<b>398,746</b>	<b>376,542</b>	<b>373,882</b>	<b>390,891</b>	<b>395,982</b>
<b>Total Demand</b>		<b>314,136</b>	<b>314,136</b>	<b>306,055</b>	<b>310,095</b>	<b>314,136</b>
<b>Total Demand w/ Conservation <sup>1</sup></b>		<b>314,136</b>	<b>282,722</b>	<b>275,449</b>	<b>279,086</b>	<b>282,722</b>
<b>Surplus</b>		<b>84,610</b>	<b>93,820</b>	<b>98,433</b>	<b>111,805</b>	<b>113,261</b>

Source: IEUA 2010 Regional Urban Water Management Plan (June 2011), Chapter 11

1) Assumes zero conservation during a normal year.

### **3.4.1 SWP Water Reliability**

MWD contracts with the State of California, through the SWP, for the delivery of northern California water through the California Aqueduct. The SWP is a water storage and delivery system maintained and operated by the California Department of Water Resources (DWR). The SWP is a statewide water conveyance system which diverts and stores water in Northern and Central California and conveys water (including through the Sacramento-San Joaquin Delta region) to 29 water agencies throughout the State. The SWP has delivered water since the 1960's through a network of aqueducts, pumping stations and powerplants.

The San Francisco Bay -Sacramento River Delta area (Bay-Delta) is a part of the SWP water delivery system. The reliability of the Bay-Delta to deliver water may be impacted by potential risks associated with endangered species, earthquakes, levee failure, and climate change. In order to mitigate these potential risks, State and federal resources and environmental protection agencies and a broad range of stakeholders are involved in a multiyear planning process referred to as the CALFED process to develop programs to greatly improve the capacity and reliability of the SWP and the environmental conditions of the Bay-Delta. The Bay-Delta cooperating agencies approved a Record of Decision in August 2000 for a Programmatic Environmental Impact Report/Impact Statement for a multi-year improvement program. The improvement program includes projects related to DWR's SWP conveyance capacity, water quality, and operation of the SWP. Those programs are undergoing thorough federal and state environmental review.

The Bay Delta Conservation Plan (BDCP) grew out of the CALFED Bay-Delta Plan's Ecosystem Restoration Program Conservation Strategy. A draft BDCP was prepared through a collaboration of state, federal, and local water agencies, state and federal fish agencies, and a broad range of stakeholders. The BDCP identifies conservation strategies, water flow, and habitat restoration actions in California's Sacramento-San Joaquin Delta. The goal of the BDCP is to provide for both species/habitat protection and improved reliability of water supplies. The Public Draft BDCP and Public Draft

Environmental Impact Report / Environmental Impact Statement (EIR/EIS) were released for formal public review and comment on December 13, 2013 through July 29, 2014. Comments to the EIR/EIS are currently being reviewed by DWR. On August 27, 2014, DWR and the other state and federal agencies leading the BDCP indicated a partially Recirculated Draft BDCP, EIR/EIS, and Implementing Agreement (IA) will be published in 2015. The agencies are currently reviewing the comments received through the public comment period. On April 30, 2015, State and Federal agencies proposed a new sub-alternative (Alternative 4A) which would replace Alternative 4 (the proposed BDCP) as the State's proposed project. Alternative 4A reflects the state's proposal to separate conveyance facility and habitat restoration measures. These efforts are a direct reflection of public comments. Alternative 4A will be evaluated in the Recirculated Draft BDCP, EIR/EIS that will be available for public review and comment in coming months. The public will also have opportunities to review the final documents prior to their adoption. The BDCP is intended to meet the standards of the Sacramento-San Joaquin Delta Reform Act of 2009, described below.

In November 2009, following more than three (3) years of BDCP planning, the State of California enacted comprehensive legislation, including the Sacramento-San Joaquin Delta Reform Act of 2009 (California Water Code Division 35) which provided for an independent state agency, the Delta Stewardship Council. Pursuant to that act, the Delta Stewardship Council developed a comprehensive management plan which provides more reliable water supply for California and protects and enhances the Delta ecosystem (through development and implementation of a Delta Plan). The Delta Stewardship Council adopted a final Delta Plan in May 2013 which is the comprehensive long-term management plan for the Delta to improve statewide water supply reliability and to protect the Delta. The Delta Stewardship Council also adopted a Programmatic Environmental Impact Report (PEIR) on the Delta Plan in May 2013. The PEIR evaluates the potential impact of the Delta Plan and identifies mitigation measures.

In June 2013, a lawsuit was filed by the State Water Contractors and others seeking to overturn the Delta Stewardship Council's adoption of the Delta Plan, promulgation of

related regulations, and certification of the above referenced PEIR. The litigation brought by State Water Contractors and others claims the Delta Stewardship Council exceeded its authority under the Sacramento-San Joaquin Delta Reform Act of 2009 and failed to analyze impacts under the California Environmental Quality Act, particularly foreseeable impacts of the Delta Plan on water supplies around the state.

DWR's "State Water Project Draft Delivery Reliability Report 2015" (2015 Draft Report), dated April 2015, indicates the delivery reliability of SWP water is approximately 62 percent, on average, over the next 20 years. It should be noted the SWP allocation during calendar year 2014 was 5 percent, which is 6 percent lower than the estimated single dry year allocation of 11 percent as presented in the 2015 Draft Report. However, the 2015 SWP allocation is currently 20 percent. DWR's Reliability Report incorporates future impacts on water deliveries as a result of the future effects of climate change, anticipated changes in Sacramento River basin land uses and potential limited pumping of the SWP to protect salmon, smelt, and other species in the Sacramento-San Joaquin Delta and Central Valley areas. This includes operational restrictions placed on the SWP from biological opinions issued by the U.S. Fish and Wildlife Service (USFWS) in December 2008 and the National Marine Fisheries Service (NMFS) in June 2009 governing the SWP and Central Valley Project (a Federal water storage and conveyance facility) operations. Subsequently, a U.S. District Court Judge remanded the biological opinions to the USFWS and NMFS for further review and analysis. The long term impact of these issues cannot be fully quantified at this time. DWR plans to develop additional water supply facilities in order for the SWP to deliver contracted water beyond historical delivery quantities.

#### **3.4.2 Metropolitan Water District of Southern California**

MWD provides imported water supplies to the Chino Basin for both replacement/recharge purposes and direct delivery. As previously discussed, imported water from MWD is provided through IEUA, which is entitled to deliver and sell water from MWD. Untreated imported water can be spread and stored in the Chino Basin for replacement/recharge

and can be delivered directly to retail water utilities within IEUA's service area with available connections.

MWD's 2010 Regional UWMP provides information regarding MWD's water supply reliability and the ability to meet all projected water demands. MWD has indicated in its report with the addition of all water supplies existing and planned, MWD would have the ability to meet all of its member agencies' projected supplemental demand for the next twenty years, even during a repeat of the worst drought scenario.

MWD's 2010 UWMP considers DWR's "State Water Project Delivery Reliability Report 2009" (2009 Report), dated August 2010, which contains similar deliveries during future conditions as the 2015 Draft Report. MWD's 2010 UWMP concludes MWD will have sufficient water available for anticipated water demands in its service area, including IEUA's service area through the year 2035. In addition, since the delivery of replacement water can be shifted from dry years to wet years of water surplus, the available information shows adequate replacement water will be available through the year 2035.

Because of critically dry conditions in 2007 affecting MWD's main water supply sources and Federal Court rulings protecting the Delta Smelt and other aquatic species in the Sacramento-San Joaquin River Delta, SWP water deliveries were reduced. As a result, MWD adopted a Water Supply Allocation Plan (WSAP), in February 2008 to allocate available water supplies to its member agencies. The WSAP established ten different shortage levels and a corresponding Allocation to each member agency. Although member agency water use is not restricted to the Allocation, additional charges would be assessed on water used above the total annual Allocation. The WSAP provides a reduced Allocation to a member agency for its Municipal and Industrial (M&I) retail demand. The WSAP considers historical local water production, full service treated water deliveries, agricultural deliveries and water conservation efforts when calculating each member agency's Allocation.

In general, the WSAP process calculates total historical member agency demand. The historical demand is then compared to member agency projected local supply for a specific Allocation year. The balance required from MWD, less an Allocation reduction factor, is the member agency's "Water Supply Allocation". When an MWD Member Agency (such as IEUA) reduces its local demand through conservation or other means, the Allocation increases. The increased Allocation can be used for Full Service replenishment deliveries when an Allocation is in place.

On April 1, 2015, in response to historically dry conditions, California Governor Jerry Brown signed Executive Order B-29-15 (Governor's Executive Order) which requires a 25 percent reduction of urban potable water use throughout the State of California through February 28, 2016. In response to the EO, on April 14, 2015, MWD implemented the WSAP at Level 3 effective July 1, 2015 through June 20, 2016. CVWD's Tier 1 allocation for fiscal year 2015-16 is 27,000 AF, however imported water may be purchased above the Tier 1 allocation (at the Tier 2 rate), albeit at a higher rate to encourage water conservation.

Tables 11, 12, and 13 show MWD's projected total water supplies and demands through year 2035 for average, single dry, and multiple dry years, respectively. MWD has sufficient water supplies to meet all of its member agencies projected supplemental demand for the next twenty years, even during multiple dry years. MWD's greatest water demands, which occur during a multiple dry year, will increase at a rate of approximately 0.2 percent per year from approximately 2,236,000 AFY, in 2015, to 2,399,000 AFY, in 2035.

**Table 11. MWD's Projected Average Year Water Supplies and Demands (AFY)**

	2015	2020	2025	2030	2035
<b>Supplies (Current Programs)</b>	3,485,000	3,810,000	4,089,000	3,947,000	3,814,000
<b>Demands</b>	2,006,000	1,933,000	1,985,000	2,049,000	2,106,000
<b>Surplus</b>	1,479,000	1,877,000	2,104,000	1,898,000	1,708,000
<b>Supplies (Proposed Programs)</b>	588,000	689,000	1,051,000	1,051,000	1,051,000
<b>Potential Surplus</b>	2,067,000	2,566,000	3,155,000	2,949,000	2,759,000

Source: MWD's Regional UWMP, November 2010

**Table 12. MWD's Projected Single Dry Year Water Supplies and Demands (AFY)**

	2015	2020	2025	2030	2035
<b>Supplies (Current Programs)</b>	2,457,000	2,782,000	2,977,000	2,823,000	2,690,000
<b>Demands</b>	2,171,000	2,162,000	2,201,000	2,254,000	2,319,000
<b>Surplus</b>	286,000	620,000	776,000	569,000	371,000
<b>Supplies (Proposed Programs)</b>	762,000	862,000	1,036,000	1,036,000	1,036,000
<b>Potential Surplus</b>	1,048,000	1,482,000	1,812,000	1,605,000	1,407,000

Source: MWD's Regional UWMP, November 2010

**Table 13. MWD's Projected Multiple Dry Year Water Supplies and Demands (AFY)**

	2015	2020	2025	2030	2035
<b>Supplies (Current Programs)</b>	2,248,000	2,417,000	2,520,000	2,459,000	2,415,000
<b>Demands</b>	2,236,000	2,188,000	2,283,000	2,339,000	2,399,000
<b>Surplus</b>	12,000	229,000	237,000	120,000	16,000
<b>Supplies (Proposed Programs)</b>	404,000	553,000	733,000	755,000	755,000
<b>Potential Surplus</b>	416,000	782,000	970,000	875,000	771,000

Source: MWD's Regional UWMP, November 2010

### **3.4.3 Recycled Water Reliability**

As previously discussed, IEUA provides recycled water to its member agencies for direct non-potable use (irrigation) and indirect potable use (groundwater recharge). Water recycling involves treatment of wastewater to create a high quality, safe source of water for landscape irrigation, industrial uses, and groundwater recharge. Recycled water has become an increasingly important source of reliable local water supply for the region, including CVWD which began utilizing recycled water to meet irrigation demands in 2008.

According to IEUA's 2013-14 Recycled Water Annual Report, CVWD's recycled water demands for fiscal year 2013-14 were approximately 1,200 acre-feet, of which 502 acre-feet (577 acre-feet during calendar year 2014) were used at the Empire Lakes Golf Course for irrigation. A map showing CVWD's current recycled water infrastructure is shown in Figure 4. According to CVWD's 2010 UWMP, up to approximately 2,800 AFY of recycled water supplies are projected to be available for direct use by 2035. According to CVWD's 2013 Master Plan, CVWD's recycled water demands for direct use are projected to be 2,000 AFY by 2035. Therefore, CVWD's recycled water demands for direct use, including projected Project recycled water use of 30 AFY, are projected to be about 1,453 AFY (2,000 AFY – 577 AFY + 30 AFY).by 2035. As previously stated, an additional 4,500 AFY of recycled water supplies are projected for groundwater recharge purposes.

#### **4 Future Supply**

CVWD's sources of water supply include untreated imported water purchased through the IEUA, groundwater rights to the Chino Basin and the Cucamonga Basin, tunnel water, and recycled water through the IEUA.

Tables 14 through 19 show CVWD's projected water demands and sources of water supply, under future average, single dry, and multiple dry year scenarios, from 2015 to 2035. CVWD has historically met all of its water demands with imported water, groundwater production, tunnel water, and recycled water purchased through the IEUA.

CVWD included a Water Shortage Contingency Plan in its 2010 UWMP which identifies actions that can be taken to respond to a catastrophic interruption of water supply. In addition, CVWD adopted in 1990 and revised in June 2009 Ordinance 48 titled "Water Supply Shortage Contingency Plan". According to CVWD's 2010 UWMP, the Plan includes mandatory water use restrictions that conserve water regardless of water supply availability.

CVWD's future water demands can be supplied by imported water, groundwater from the Chino Basin and Cucamonga Basin, tunnel water, and recycled water. Any remaining future water demands can also be supplied from Chino Basin groundwater storage.

CVWD will continue to implement future system improvements, including reservoirs, pipelines, treatment, and booster stations, on an as-needed basis. In order to install these additional potential system improvements, CVWD may need to satisfy the following requirements:

- CEQA requirements
- State Water Resources Control Board Division of Drinking Water requirements
- City/County approval for construction projects

The past four years (2012 through 2015) have comprised the most significant drought event over the past 20 years. From 2012 through 2014, CVWD's average total

groundwater production was above supply projections. CVWD's average production from tunnel water supplies was approximately equal to the dry year tunnel water supply projection of 2,270 AFY. In addition, imported water purchased from IEUA by CVWD was, on average, approximately equal to the fiscal year 2015-16 water supply allocation of 27,000 AF. Current drought conditions have proved to be more severe than prior droughts (2007 to 2009) on which planning documents were based (including CVWD's 2010 UWMP, 2013 Water Master Plan, and the SWP 2015 Draft Delivery Reliability Report), however, the total water supplies available during the current drought (2012 through 2014) have been similar to projected drought supplies. Therefore, CVWD is able to meet water demands, even during continuing unprecedented drought conditions.

CVWD has indicated they plan to meet water use reductions within their service area as mandated by the Governor's Executive Order (in effect through February 28, 2016) through implementation of a Drought Response Plan. The Drought Response Plan includes outreach and communication efforts to ensure CVWD customers understand the water use reduction requirements, as well as tools and resources including rebates, water consultations, landscape surveys, and water leak investigations to aid CVWD customers in conservation efforts. According to the Drought Response Plan, achievement of conservation goals (32 percent reduction in overall potable water usage) will be monitored on a monthly basis. In addition, on May 12, 2015, CVWD declared a Stage 6 Severe Water Emergency pursuant to CVWD's Water Supply Shortage Contingency Plan. A Stage 6 Severe Water Emergency enacts a 35 percent mandatory water use reduction and allows CVWD to specify requirements on the days, frequency and duration of outdoor water use by its customers.

Tables 14 through 19 show CVWD's existing water supplies will provide sufficient water supply for CVWD to meet all present and future water supply requirements of the Project under all conditions for the next twenty years and through 2035.

**Table 14. CVWD's Future Water Supplies in Normal Years (AFY)**

Year		2015	2020	2025	2030	2035
<b>Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Potable Demands <sup>1</sup>	56,200	54,700	56,300	58,100	59,900
	Net Project Demand Increase <sup>2</sup>	0	721	1,444	1,444	1,444
	Total Net CVWD Projected Potable Water Demands	56,200	55,421	57,744	59,544	61,344
<b>Water Supplies</b>	<b>Potable</b>					
	Chino Basin	18,036	10,926	11,862	12,033	17,456
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	4,540	4,540	4,540	4,540
	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>3</sup>	0	0	0	102	0
	Recycled Water for Groundwater Recharge	3,000	4,500	4,500	4,500	4,500
<b>Total Potable Supplies</b>	63,945	58,335	59,271	59,544	64,865	
<b>Potable Water Supply Surplus</b>		7,745	2,914	1,527	0	3,521
<b>Non-Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Non-Potable Demands <sup>4</sup>	1,400	1,600	1,800	2,000	2,000
	Net Project Demand Increase <sup>2</sup>	0	(562)	(547)	(547)	(547)
	Total Net CVWD Projected Non-Potable Water Demands	1,400	1,038	1,253	1,453	1,453
<b>Water Supplies</b>	<b>Non-Potable</b>					
	Recycled Water (Direct Use) <sup>5</sup>	1,400	1,038	1,253	1,453	1,453
<b>Total Non-Potable Supplies</b>		1,400	1,038	1,253	1,453	1,453
<b>Non-Potable Water Supply Surplus</b>		0	0	0	0	0

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) Tier 2 Imported Water supplies from IEUA are available to meet any additional water demands during a normal year.

4) From 2013 Master Plan

5) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

**Table 15. Comparison of CVWD's 2015 Water Supply and Demand in Normal, Single Dry and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Potable Demands <sup>1</sup>	56,200	56,200	56,200	56,200	56,200
	Net Project Demand Increase <sup>2</sup>	0	0	0	0	0
	Total Net CVWD Projected Potable Water Demands	56,200	56,200	56,200	56,200	56,200
<b>Water Supplies</b>	<b>Potable</b>					
	Chino Basin	18,036	18,036	18,036	18,036	18,036
	Chino Basin Storage <sup>3</sup>	0	0	0	0	0
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	2,270	2,270	2,270	2,270
	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>4</sup>	0	0	0	0	0
	Recycled Water for Groundwater Recharge	3,000	3,000	3,000	3,000	3,000
<b>Total Potable Supplies</b>	63,945	61,675	61,675	61,675	61,675	
<b>Potable Water Supply Surplus</b>		7,745	5,475	5,475	5,475	5,475
<b>Non-Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Non-Potable Demands <sup>5</sup>	1,400	1,400	1,400	1,400	1,400
	Net Project Demand Increase <sup>2</sup>	0	0	0	0	0
	Total Net CVWD Projected Non-Potable Water Demands	1,400	1,400	1,400	1,400	1,400
<b>Water Supplies</b>	<b>Non-Potable</b>					
	Recycled Water (Direct Use) <sup>6</sup>	1,400	1,400	1,400	1,400	1,400
<b>Total Non-Potable Supplies</b>		1,400	1,400	1,400	1,400	1,400
<b>Non-Potable Water Supply Surplus</b>		0	0	0	0	0

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) CVWD can produce additional water from the Chino Basin from its Chino Basin groundwater storage account. According to CVWD staff projections, between 62,000 AF and 96,000 AF of water supplies from Chino Basin groundwater storage are available for use during single and multiple dry years between 2015 and 2035, if needed.

4) Tier 2 Imported Water supplies are available to meet any additional water demands during a normal year.

5) From 2013 Master Plan

6) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

**Table 16. Comparison of CVWD's 2020 Water Supply and Demand in Normal, Single Dry and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Potable Demands <sup>1</sup>	54,700	54,700	54,700	54,700	54,700
	Net Project Demand Increase <sup>2</sup>	721	721	721	721	721
	<b>Total Net CVWD Projected Potable Water Demands</b>	<b>55,421</b>	<b>55,421</b>	<b>55,421</b>	<b>55,421</b>	<b>55,421</b>
<b>Water Supplies</b>	<b>Potable</b>					
	Chino Basin	10,926	10,926	10,926	10,926	10,926
	Chino Basin Storage <sup>3</sup>	0	0	0	0	0
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	2,270	2,270	2,270	2,270
	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>4</sup>	0	0	0	0	0
	Recycled Water for Groundwater Recharge	4,500	4,500	4,500	4,500	4,500
<b>Total Potable Supplies</b>	<b>58,335</b>	<b>56,065</b>	<b>56,065</b>	<b>56,065</b>	<b>56,065</b>	
<b>Potable Water Supply Surplus</b>		<b>2,914</b>	<b>644</b>	<b>644</b>	<b>644</b>	<b>644</b>
<b>Non-Potable Water Supply and Demands</b>						
<b>Water Demands</b>	Non-Potable Demands <sup>5</sup>	1,600	1,600	1,600	1,600	1,600
	Net Project Demand Increase <sup>2</sup>	(562)	(562)	(562)	(562)	(562)
	<b>Total Net CVWD Projected Non-Potable Water Demands</b>	<b>1,038</b>	<b>1,038</b>	<b>1,038</b>	<b>1,038</b>	<b>1,038</b>
<b>Water Supplies</b>	<b>Non-Potable</b>					
	Recycled Water (Direct Use) <sup>6</sup>	1,038	1,038	1,038	1,038	1,038
<b>Total Non-Potable Supplies</b>		<b>1,038</b>	<b>1,038</b>	<b>1,038</b>	<b>1,038</b>	<b>1,038</b>
<b>Non-Potable Water Supply Surplus</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) CVWD can produce additional water from the Chino Basin from its Chino Basin groundwater storage account. According to CVWD staff projections, between 62,000 AF and 96,000 AF of water supplies from Chino Basin groundwater storage are available for use during single and multiple dry years between 2015 and 2035, if needed.

4) Tier 2 Imported Water supplies are available to meet any additional water demands during a normal year.

5) From 2013 Master Plan

6) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

**Table 17. Comparison of CVWD's 2025 Water Supply and Demand in Normal, Single Dry and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b><u>Potable Water Supply and Demands</u></b>						
	Potable Demands <sup>1</sup>	56,300	56,300	56,300	56,300	56,300
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	1,444	1,444	1,444	1,444	1,444
	Total Net CVWD Projected Potable Water Demands	57,744	57,744	57,744	57,744	57,744
<b><u>Potable</u></b>						
	Chino Basin	11,862	11,862	11,862	11,862	11,862
	Chino Basin Storage <sup>3</sup>	0	743	743	743	743
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	2,270	2,270	2,270	2,270
<b>Water Supplies</b>	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>4</sup>	0	0	0	0	0
	Recycled Water for Groundwater Recharge	4,500	4,500	4,500	4,500	4,500
	<b>Total Potable Supplies</b>	59,271	57,744	57,744	57,744	57,744
<b>Potable Water Supply Surplus</b>		1,527	0	0	0	0
<b><u>Non-Potable Water Supply and Demands</u></b>						
	Non-Potable Demands <sup>5</sup>	1,800	1,800	1,800	1,800	1,800
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	(547)	(547)	(547)	(547)	(547)
	Total Net CVWD Projected Non-Potable Water Demands	1,253	1,253	1,253	1,253	1,253
<b><u>Non-Potable</u></b>						
<b>Water Supplies</b>	Recycled Water (Direct Use) <sup>6</sup>	1,253	1,253	1,253	1,253	1,253
	<b>Total Non-Potable Supplies</b>	1,253	1,253	1,253	1,253	1,253
<b>Non-Potable Water Supply Surplus</b>		0	0	0	0	0

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) CVWD can produce additional water from the Chino Basin from its Chino Basin groundwater storage account. According to CVWD staff projections, between 62,000 AF and 96,000 AF of water supplies from Chino Basin groundwater storage are available for use during single and multiple dry years between 2015 and 2035, if needed.

4) Tier 2 Imported Water supplies are available to meet any additional water demands during a normal year.

5) From 2013 Master Plan

6) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

**Table 18. Comparison of CVWD's 2030 Water Supply and Demand in Normal, Single Dry and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Potable Water Supply and Demands</b>						
	Potable Demands <sup>1</sup>	58,100	58,100	58,100	58,100	58,100
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	1,444	1,444	1,444	1,444	1,444
	<b>Total Net CVWD Projected Potable Water Demands</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>
	<b>Potable</b>					
	Chino Basin	12,033	12,033	12,033	12,033	12,033
	Chino Basin Storage <sup>3</sup>	0	2,372	2,372	2,372	2,372
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	2,270	2,270	2,270	2,270
<b>Water Supplies</b>	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>4</sup>	102	0	0	0	0
	Recycled Water for Groundwater Recharge	4,500	4,500	4,500	4,500	4,500
	<b>Total Potable Supplies</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>	<b>59,544</b>
<b>Potable Water Supply Surplus</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Non-Potable Water Supply and Demands</b>						
	Non-Potable Demands <sup>5</sup>	2,000	2,000	2,000	2,000	2,000
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	(547)	(547)	(547)	(547)	(547)
	<b>Total Net CVWD Projected Non-Potable Water Demands</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>
	<b>Non-Potable</b>					
<b>Water Supplies</b>	Recycled Water (Direct Use) <sup>6</sup>	1,453	1,453	1,453	1,453	1,453
	<b>Total Non-Potable Supplies</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>	<b>1,453</b>
<b>Non-Potable Water Supply Surplus</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) CVWD can produce additional water from the Chino Basin from its Chino Basin groundwater storage account. According to CVWD staff projections, between 62,000 AF and 96,000 AF of water supplies from Chino Basin groundwater storage are available for use during single and multiple dry years between 2015 and 2035, if needed.

4) Tier 2 Imported Water supplies are available to meet any additional water demands during a normal year.

5) From 2013 Master Plan

6) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

**Table 19. Comparison of CVWD's 2035 Water Supply and Demand in Normal, Single Dry and Multiple Dry Years (AFY)**

Demand and Supply		Normal Year	Single Dry Year	Multiple Dry Years		
				Dry Year 1	Dry Year 2	Dry Year 3
<b>Potable Water Supply and Demands</b>						
	Potable Demands <sup>1</sup>	59,900	59,900	59,900	59,900	59,900
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	1,444	1,444	1,444	1,444	1,444
	Total Net CVWD Projected Potable Water Demands	61,344	61,344	61,344	61,344	61,344
	<b>Potable</b>					
	Chino Basin	17,456	17,456	17,456	17,456	17,456
	Chino Basin Storage <sup>3</sup>	0	0	0	0	0
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Tunnel Water	4,540	2,270	2,270	2,270	2,270
<b>Water Supplies</b>	Imported Water from IEUA (Tier 1)	28,369	28,369	28,369	28,369	28,369
	Imported Water from IEUA (Tier 2) <sup>4</sup>	0	0	0	0	0
	Recycled Water for Groundwater Recharge	4,500	4,500	4,500	4,500	4,500
	<b>Total Potable Supplies</b>	64,865	62,595	62,595	62,595	62,595
	<b>Potable Water Supply Surplus</b>	3,521	1,251	1,251	1,251	1,251
<b>Non-Potable Water Supply and Demands</b>						
	Non-Potable Demands <sup>5</sup>	2,000	2,000	2,000	2,000	2,000
<b>Water Demands</b>	Net Project Demand Increase <sup>2</sup>	(547)	(547)	(547)	(547)	(547)
	Total Net CVWD Projected Non-Potable Water Demands	1,453	1,453	1,453	1,453	1,453
	<b>Non-Potable</b>					
<b>Water Supplies</b>	Recycled Water (Direct Use) <sup>6</sup>	1,453	1,453	1,453	1,453	1,453
	<b>Total Non-Potable Supplies</b>	1,453	1,453	1,453	1,453	1,453
	<b>Non-Potable Water Supply Surplus</b>	0	0	0	0	0

1) UWMP demands from Table 3-2 less non-potable demands.

2) Water demands increased linearly based on construction beginning 2017 and ending 2023.

3) CVWD can produce additional water from the Chino Basin from its Chino Basin groundwater storage account. According to CVWD staff projections, between 62,000 AF and 96,000 AF of water supplies from Chino Basin groundwater storage are available for use during single and multiple dry years between 2015 and 2035, if needed.

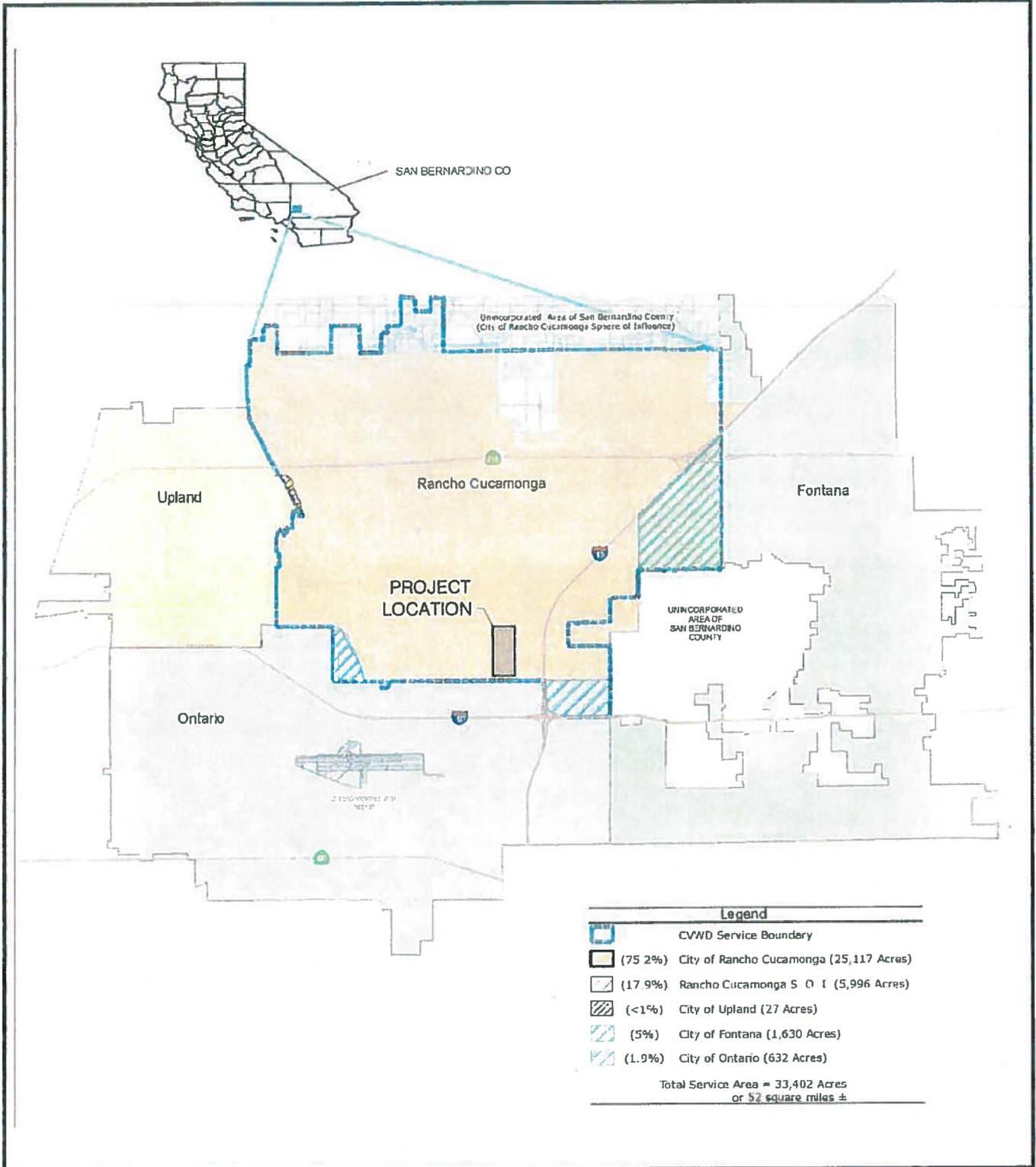
4) Tier 2 Imported Water supplies are available to meet any additional water demands during a normal year.

5) From 2013 Master Plan

6) For the purposes of this WSA, recycled water supplies are equal to projected demands. Additional recycled water supplies from IEUA are projected to be available if needed.

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FIGURE 1



SOURCE: 2010 CVWD URBAN WATER MANAGEMENT PLAN, CDM

  
 801 MILLAGE OAKS DRIVE, SUITE 100  
 COVINA, CALIFORNIA 91724  
 TEL: (626) 581-0202  
 FAX: (626) 331-7565

2171 E. Franciso Blvd., Suite K  
 San Mateo, California 94401

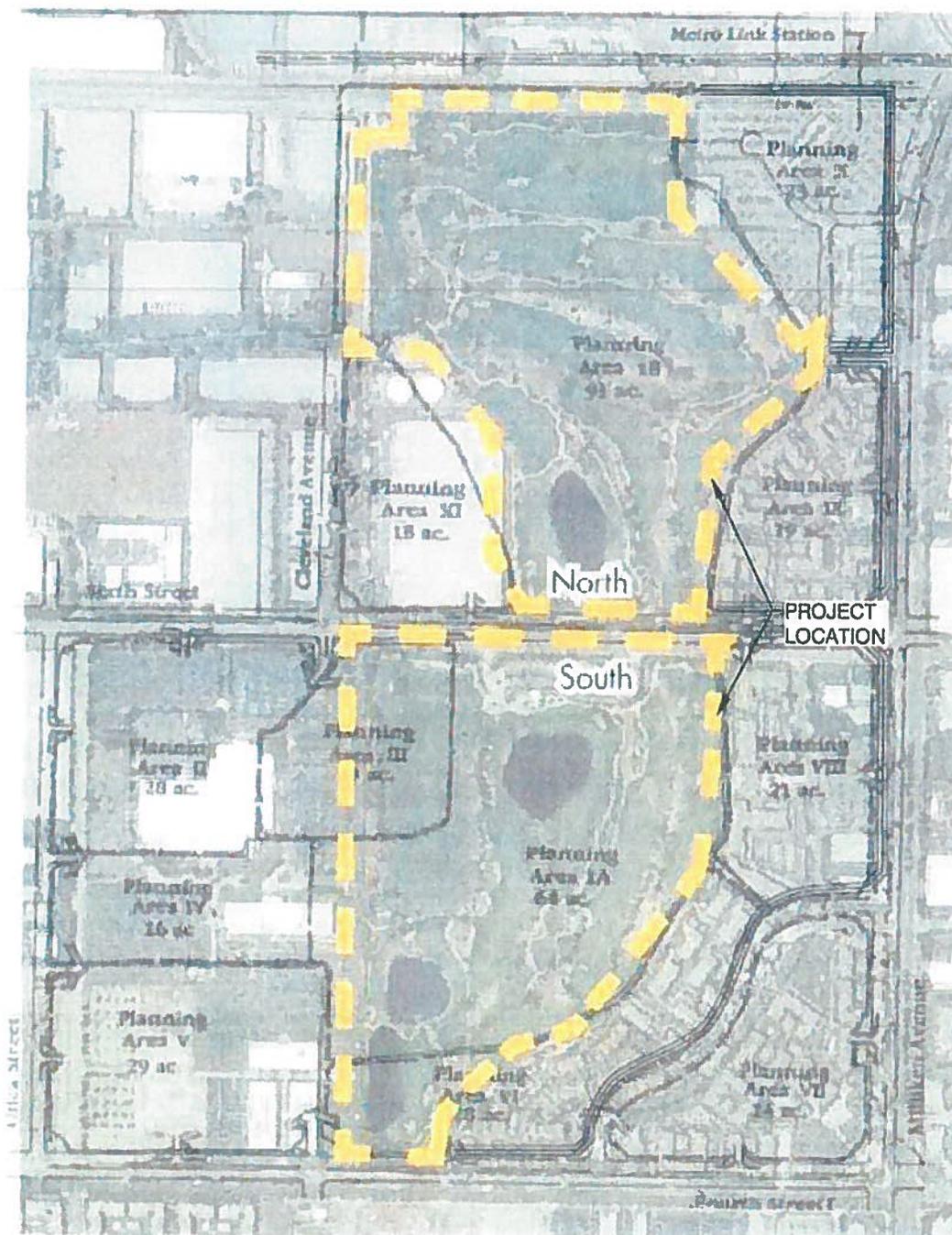
2551 W. Guadalupe Rd., Suite 4039  
 Mesa, Arizona 85202



N.T.S.

## CVWD SERVICE AREA MAP

FIGURE 2



SOURCE: RANCHO CUCAMONGA IASP SUB-AREA 18 SPECIFIC PLAN



681 VILLAGE OAKS DRIVE, SUITE 100  
COVINA, CALIFORNIA 91724  
TEL: (626) 967-6202  
FAX: (626) 331-7055

2171 E. Francisco Blvd., Suite 4  
San Rafael, California 94901

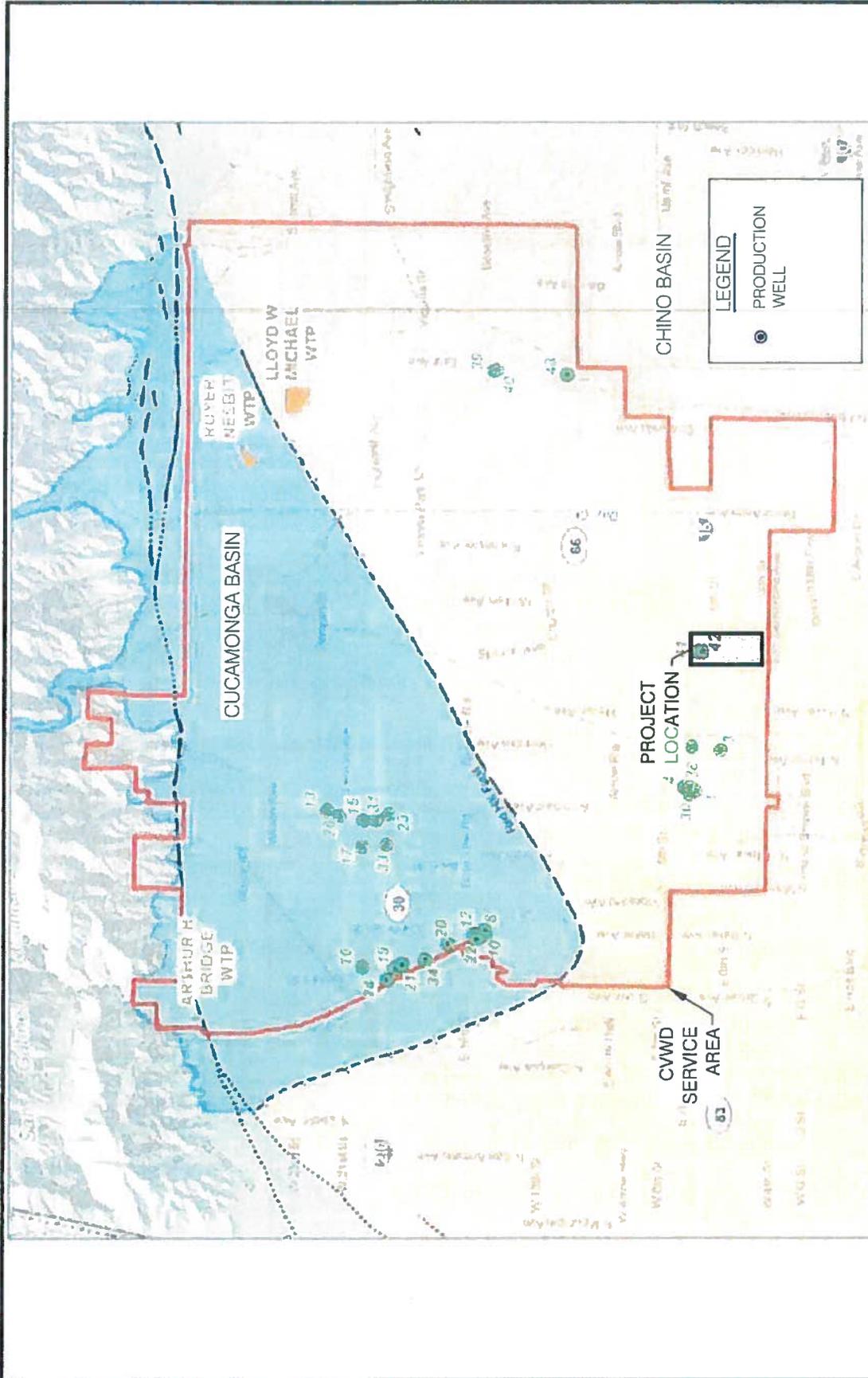
7051 W. Guadalupe Rd., Suite 4206  
Mesquite, Arizona 85202



N.T.S.

## PROJECT LOCATION

FIGURE 3



SOURCE: 2010 CVWD URBAN WATER MANAGEMENT PLAN, CDM; CVWD 2013 WATER SUPPLY MASTER PLAN, WEI

881 VILLAGE DAMS DRIVE SUITE 100  
 COVINA CALIFORNIA 91724  
 TEL: (626) 857-4322  
 FAX: (626) 331-0806



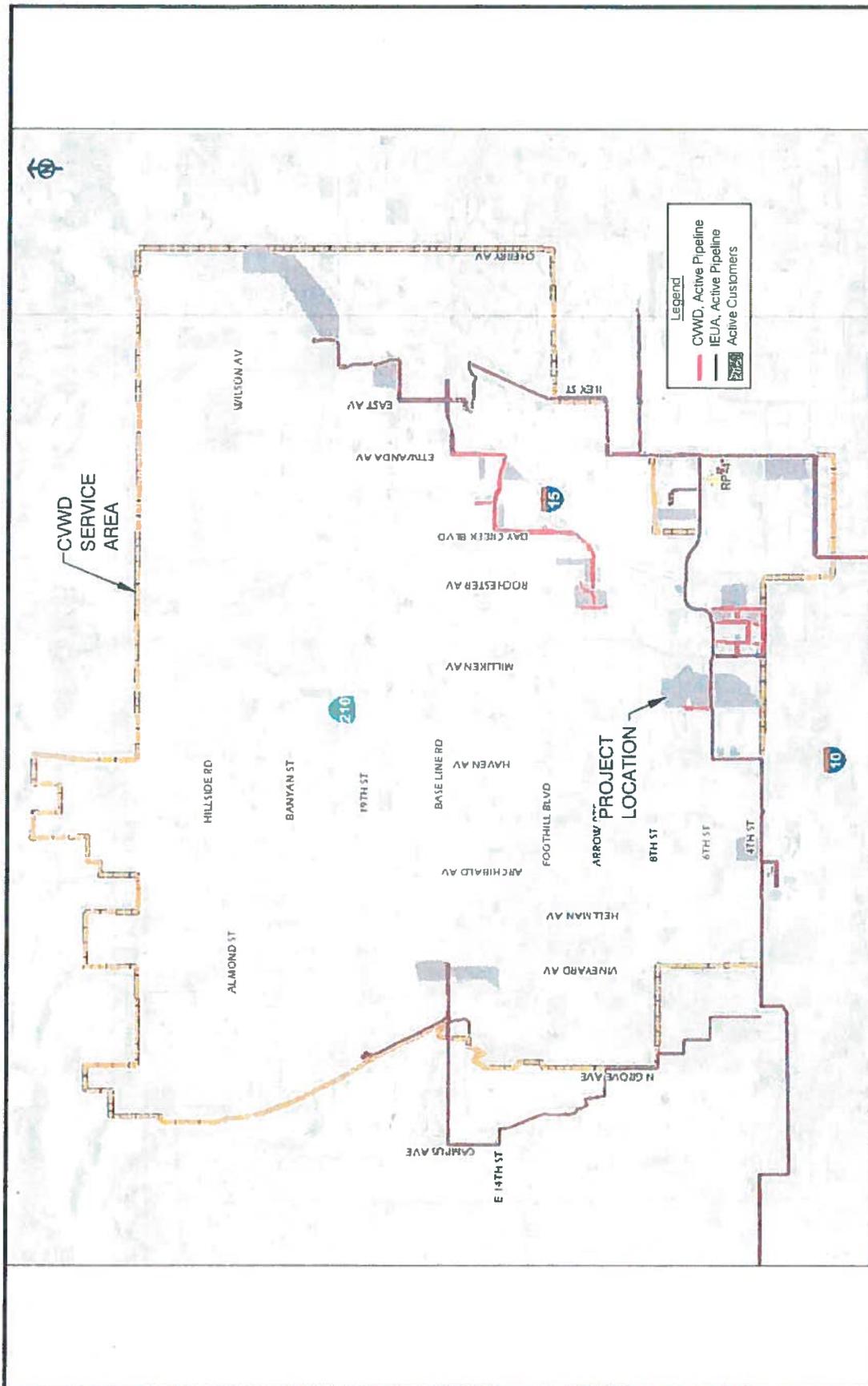
3175 E. Foothill Blvd. Suite 100  
 San Gabriel, California 91767  
 760-370-0000  
 www.stetson-engineers.com



N.T.S.

# CVWD SERVICE AREA WITHIN THE CHINO BASIN AND THE CUCAMONGA BASIN

FIGURE 4



SOURCE: 2010 CVWD URBAN WATER MANAGEMENT PLAN, CDM

 <p><b>STETSON ENGINEERS INC.</b>          2551 W. Lakeside, Ste. 200          Aurora, Colorado 80014          Tel: (303) 891-4207          Fax: (303) 891-0624</p>	 <p>N.T.S.</p>
--	---

# RECYCLED WATER USERS MAP

J:\2063\Figures\FIGURE 4 - CVWD RW Users Map.dwg  
 NONE

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**APPENDIX A**

**CHINO BASIN JUDGMENT**

*Case 8:57-cv-1478  
Jan 27, 1978*

FILED

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FILED - West District  
San Bernardino County Clerk

OCT 25 1989

*Carle Jennings*

*Shirley Cortese*

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7 Attorneys for Plaintiff

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN BERNARDINO

11  
12 CHINO BASIN MUNICIPAL WATER )  
DISTRICT, )  
13 )  
14 Plaintiff, )  
15 )  
16 v. )  
17 CITY OF CHINO, et al. )  
18 )  
19 Defendants. )  
20 )  
21 )  
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28 )

MICROFILMED

No. 164327

REN 51010

JUDGMENT

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
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2061 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971  
Routing .....  
Index .....  
Secretary .....  
Supervisor .....  
C.S. Clerk .....  
Deputy .....  
Appellate .....  
Habitat .....  
Other

LAW OFFICES  
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10 FOR THE COUNTY OF SAN BERNARDINO  
11

12 CHINO BASIN MUNICIPAL WATER )  
DISTRICT, )  
13 )  
Plaintiff, ) No. 164327  
14 )  
v. ) JUDGMENT  
15 )  
CITY OF CHINO, et al. )  
16 )  
Defendants. )  
17 )

18  
19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint here-  
21 in was filed on January 2, 1975, seeking an adjudication of water  
22 rights, injunctive relief and the imposition of a physical solu-  
23 tion. A first amended complaint was filed on July 16, 1976. The  
24 defaults of certain defendants have been entered, and certain  
25 other defendants dismissed. Other than defendants who have been  
26 dismissed or whose defaults have been entered, all defendants have  
27 appeared herein. By answers and order of this Court, the issues  
28 have been made those of a full inter se adjudication between the

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1 parties. This Court has jurisdiction of the subject matter of  
2 this action and of the parties herein.

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

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

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

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

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

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

22 (d) Basin Water -- Ground water within Chino Basin which  
23 is part of the Safe Yield, Operating Safe Yield, or replen-  
24 ishment water in the Basin as a result of operations under the  
25 Physical Solution decreed herein. Said term does not include  
26 Stored Water.

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

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

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

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

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

(j) Minimal Producer -- Any producer whose production does not exceed five acre-feet per year.

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

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

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

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

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

- 1 (p) PVMWD -- Defendant Pomona Valley Municipal Water  
2 District.
- 3 (q) Produce or Produced -- To pump or extract ground  
4 water from Chino Basin.
- 5 (r) Producer -- Any person who produces water from Chino  
6 Basin.
- 7 (s) Production -- Annual quantity, stated in acre feet,  
8 of water produced.
- 9 (t) Public Hearing -- A hearing after notice to all  
10 parties and to any other person legally entitled to notice.
- 11 (u) Reclaimed Water -- Water which, as a result of  
12 processing of waste water, is suitable for a controlled use.
- 13 (v) Replenishment Water -- Supplemental water used to  
14 recharge the Basin pursuant to the Physical Solution, either  
15 directly by percolating the water into the Basin or indirectly  
16 by delivering the water for use in lieu of production and use  
17 of safe yield or Operating Safe Yield.
- 18 (w) Responsible Party -- The owner, co-owner, lessee or  
19 other person designated by multiple parties interested in a  
20 well as the person responsible for purposes of filing reports  
21 hereunder.
- 22 (x) Safe Yield -- The long-term average annual quantity  
23 of ground water (excluding replenishment or stored water but  
24 including return flow to the Basin from use of replenishment  
25 or stored water) which can be produced from the Basin under  
26 cultural conditions of a particular year without causing an  
27 undesirable result.
- 28 (y) SBVMWD -- San Bernardino Valley Municipal Water

1 District.

2 (z) State Water -- Supplemental Water imported through  
3 the State Water Resources Development System, pursuant to  
4 Chapter 8, Division 6, Part 6 of the Water Code.

5 (aa) Stored Water -- Supplemental water held in storage,  
6 as a result of direct spreading, in lieu delivery, or other-  
7 wise, for subsequent withdrawal and use pursuant to agreement  
8 with Watermaster.

9 (bb) Supplemental Water -- Includes both water imported  
10 to Chino Basin from outside Chino Basin Watershed, and re-  
11 claimed water.

12 (cc) WMWD -- Defendant Western Municipal Water District  
13 of Riverside County.

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

16 "A" -- "Location Map of Chino Basin" showing boundaries  
17 of Chino Basin Municipal Water District, and other geographic  
18 and political features.

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

21 "C" -- Table Showing Parties in Overlying (Agricultural)  
22 Pool.

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

25 "E" -- Table Showing Appropriators and Their Rights.

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

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

28 "H" -- Appropriative Pool Pooling Plan.

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- 1 "I" -- Engineering Appendix.  
2 "J" -- Map of In Lieu Area No. 1.  
3 "K" -- Legal Description of Chino Basin.  
4

5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

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

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

18 B. WATER RIGHTS IN SAFE YIELD

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

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1 total 7,366 acre feet per year and are individually decreed for  
2 each affected party in Exhibit "D". No portion of the Safe Yield  
3 of Chino Basin exists to satisfy unexercised overlying rights, and  
4 such rights have all been lost by prescription. However, uses may  
5 be made of Basin Water on overlying lands which have no preserved  
6 overlying rights pursuant to the Physical Solution herein. All  
7 overlying rights are appurtenant to the land and cannot be assigned  
8 or conveyed separate or apart therefrom.

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

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

26 (b) Nature and Quantity. All rights listed in Exhibit  
27 "E" are appropriative and prescriptive in nature. By reason  
28 of the status of the parties, and the provisions of Section

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1 1007 of the Civil Code, said rights are immune from reduction  
2 or limitation by prescription.

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

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

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

26 12. Utilization of Available Ground Water Capacity. Any  
27 person or public entity, whether a party to this action or not, may  
28 make reasonable beneficial use of the available ground water

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1 storage capacity of Chino Basin for storage of supplemental water;  
2 provided that no such use shall be made except pursuant to written  
3 agreement with Watermaster, as authorized by Paragraph 28. In the  
4 allocation of such storage capacity, the needs and requirements of  
5 lands overlying Chino Basin and the owners of rights in the Safe  
6 Yield or Operating Safe Yield of the Basin shall have priority and  
7 preference over storage for export.

8  
9 III. INJUNCTION

10 13. Injunction Against Unauthorized Production of Basin  
11 Water. Each party in each of the respective pools is enjoined, as  
12 follows:

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

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

28 (c) Appropriative Pool. Each party in the



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

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

26 Said continuing jurisdiction is provided for the purpose of en-  
27 abling the Court, upon application of any party, the Watermaster,  
28 the Advisory Committee or any Pool Committee, by motion and, upon

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1 at least 30 days' notice thereof, and after hearing thereon, to  
2 make such further or supplemental orders or directions as may be  
3 necessary or appropriate for interpretation, enforcement or carry-  
4 ing out of this Judgment, and to modify, amend or amplify any of  
5 the provisions of this Judgment.

6  
7 V. WATERMASTER

8 A. APPOINTMENT

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

22 B. POWERS AND DUTIES

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

28 18. Rules and Regulations. Upon recommendation by the

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1 Advisory Committee, Watermaster shall make and adopt, after public  
2 hearing, appropriate rules and regulations for conduct of Water-  
3 master affairs, including meeting schedules and procedures, and  
4 compensation of members of Watermaster at not to exceed \$25 per  
5 member per meeting, or \$300 per member per year, whichever is less,  
6 plus reasonable expenses related to activities within the Basin.  
7 Thereafter, Watermaster may amend said rules from time to time upon  
8 recommendation, or with approval of the Advisory Committee after  
9 hearing noticed to all active parties. A copy of said rules and  
10 regulations, and of any amendments thereof, shall be mailed to each  
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,  
13 lease, acquire and hold all necessary facilities and equipment;  
14 provided, that it is not the intent of the Court that Watermaster  
15 acquire any interest in real property or substantial capital  
16 assets.

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

26 21. Measuring Devices. Watermaster shall cause parties,  
27 pursuant to uniform rules, to install and maintain in good opera-  
28 ting condition, at the cost of each party, such necessary measuring

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1 devices or meters as Watermaster may deem appropriate. Such  
2 measuring devices shall be inspected and tested as deemed necessary  
3 by Watermaster, and the cost thereof shall constitute an expense of  
4 Watermaster.

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

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

11 24. Borrowing. Watermaster may borrow from time to time  
12 amounts not exceeding the annual anticipated receipts of Water-  
13 master during such year.

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

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

26 27. Studies. Watermaster may, with concurrence of the  
27 Advisory Committee or affected Pool Committee and in accordance  
28 with Paragraph 54(b), undertake relevant studies of hydrologic

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1 conditions, both quantitative and qualitative, and operating  
2 aspects of implementation of the management program for Chino  
3 Basin.

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

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

17 30. Annual Administrative Budget. Watermaster shall submit  
18 to Advisory Committee an administrative budget and recommendation  
19 for each fiscal year on or before March 1. The Advisory Committee  
20 shall review and submit said budget and their recommendations to  
21 Watermaster on or before April 1, following. Watermaster shall  
22 hold a public hearing on said budget at its April quarterly meeting  
23 and adopt the annual administrative budget which shall include the  
24 administrative items for each pool committee. The administrative  
25 budget shall set forth budgeted items in sufficient detail as  
26 necessary to make a proper allocation of the expense among the  
27 several pools, together with Watermaster's proposed allocation.  
28 The budget shall contain such additional comparative information

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1 or explanation as the Advisory Committee may recommend from time  
2 to time. Expenditures within budgeted items may thereafter be  
3 made by Watermaster in the exercise of powers herein granted, as a  
4 matter of course. Any budget transfer in excess of 20% of a  
5 budget category during any budget year or modification of such  
6 administrative budget during any year shall be first submitted to  
7 the Advisory Committee for review and recommendation.

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

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

19 (b) Noticed Motion. Any party, the Watermaster (as  
20 to any mandated action), the Advisory Committee, or any  
21 Pool Committee may, by a regularly noticed motion, apply  
22 to the Court for review of any Watermaster's action,  
23 decision or rule. Notice of such motion shall be served  
24 personally or mailed to Watermaster and to all active  
25 parties. Unless otherwise ordered by the Court, such  
26 motion shall not operate to stay the effect of such  
27 Watermaster action, decision or rule.  
28

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1 (c) Time for Motion. Notice of motion to review any  
2 Watermaster action, decision or rule shall be served and filed  
3 within ninety (90) days after such Watermaster action, de-  
4 cision or rule, except for budget actions, in which event said  
5 notice period shall be sixty (60) days.

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

15 (e) Decision. The decision of the Court in such proceed-  
16 ing shall be an appealable supplemental order in this case.  
17 When the same is final, it shall be binding upon the Water-  
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to  
21 cause committees of producer representatives to be organized to  
22 act as Pool Committees for each of the several pools created under  
23 the Physical Solution. Said Pool Committees shall, in turn,  
24 jointly form an Advisory Committee to assist Watermaster in per-  
25 formance of its functions under this judgment. Pool Committees  
26 shall be composed as specified in the respective pooling plans, and  
27 the Advisory Committee shall be composed of not to exceed ten (10)  
28 voting representatives from each pool, as designated by the

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1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be  
2 entitled to one non-voting representative on said Advisory Com-  
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall  
5 serve for the term, and vacancies shall be filled, as specified in  
6 the respective pooling plan. Members of the Advisory Committee  
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee  
9 shall be allocated as provided in the respective pooling plan. The  
10 voting power on the Advisory Committee shall be one hundred (100)  
11 votes allocated among the three pools in proportion to the total  
12 assessments paid to Watermaster during the preceding year; pro-  
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,  
15 (b) Overlying (Non-agricultural) Pool 5, and  
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-  
18 maining votes shall be allocated between the remaining pools on  
19 said basis of assessments paid to Watermaster by each such remain-  
20 ing pool during the preceding year. The method of exercise of  
21 each pool's voting power on the Advisory Committee shall be as  
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory  
24 Committee or any Pool Committee shall constitute a quorum for the  
25 transaction of affairs of such Advisory or Pool Committee; pro-  
26 vided, that at least one representative of each Pool Committee  
27 shall be required to constitute a quorum of the Advisory Committee.  
28 No Pool Committee representative may purposely absent himself or

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1 herself, without good cause, from an Advisory Committee meeting to  
2 deprive it of a quorum. Action by affirmative vote of a majority  
3 of the entire voting power of any Pool Committee or the Advisory  
4 Committee shall constitute action by such committee. Any action or  
5 recommendation of a Pool Committee or the Advisory Committee shall  
6 be transmitted to Watermaster in writing, together with a report of  
7 any dissenting vote or opinion.

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

22       37. Organization.

23       (a) Organizational Meeting. At its first meeting in  
24 each year, each Pool Committee and the Advisory Committee  
25 shall elect a chairperson and a vice chairperson from its  
26 membership. It shall also select a secretary, a treasurer  
27 and such assistant secretaries and treasurers as may be  
28 appropriate, any of whom may, but need not, be members of

1 such Pool or Advisory Committee.

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

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

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

26 (e) Adjournments. Any meeting of any Pool or Advisory  
27 Committee may be adjourned to a time and place specified in  
28 the order of adjournment. Less than a quorum may so adjourn

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1 from time to time. A copy of the order or notice of adjourn-  
2 ment shall be conspicuously posted forthwith on or near the  
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the  
5 respective Pool Committees and the Advisory Committee shall be as  
6 follows:

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

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

22 [1] Committee Initiative. When any recommendation  
23 or advice of the Advisory Committee is received by  
24 Watermaster, action consistent therewith may be taken by  
25 Watermaster; provided, that any recommendation approved  
26 by 80 votes or more in the Advisory Committee shall  
27 constitute a mandate for action by Watermaster consistent  
28 therewith. If Watermaster is unwilling or unable to act

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pursuant to recommendation or advice from the Advisory Committee (other than such mandatory recommendations), Watermaster shall hold a public hearing, which shall be followed by written findings and decision. Thereafter, Watermaster may act in accordance with said decision, whether consistent with or contrary to said Advisory Committee recommendation. Such action shall be subject to review by the Court, as in the case of all other Watermaster determinations.

[2] Committee Review. In the event Watermaster proposes to take any discretionary action, other than approval or disapproval of a Pool Committee action or recommendation properly transmitted, or execute any agreement not theretofore within the scope of an Advisory Committee recommendation, notice of such intended action shall be served on the Advisory Committee and its members at least thirty (30) days before the Watermaster meeting at which such action is finally authorized.

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

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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

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

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

20 41. Watermaster Control. Watermaster, with the advice of the  
21 Advisory and Pool Committees, is granted discretionary powers in  
22 order to develop an optimum basin management program for Chino  
23 Basin, including both water quantity and quality considerations.  
24 Withdrawals and supplemental water replenishment of Basin Water,  
25 and the full utilization of the water resources of Chino Basin,  
26 must be subject to procedures established by and administered  
27 through Watermaster with the advice and assistance of the Advisory  
28 and Pool Committees composed of the affected producers. Both the

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1 quantity and quality of said water resources may thereby be pre-  
2 served and the beneficial utilization of the Basin maximized.

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

14 B. POOLING

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

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

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

28 (c) Appropriative Pool. A third and separate pool shall

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1 consist of owners of appropriative rights. The initial  
2 members of the pool are listed in Exhibit "E".

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

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

14	<u>Pool</u>	<u>Allocation</u>
15	Overlying (Agricultural) Pool	414,000 acre feet in any five (5) consecutive years.
16	Overlying (Non-agricultural) 17 Pool.	7,366 acre feet per year.
18	Appropriative Pool	49,834 acre feet per year.

19 The foregoing acre foot allocations to the overlying pools are  
20 fixed. Any subsequent change in the Safe Yield shall be debited or  
21 credited to the Appropriative Pool. Basin Water available to the  
22 Appropriative Pool without replenishment obligation may vary from  
23 year to year as the Operating Safe Yield is determined by Water-  
24 master pursuant to the criteria set forth in Exhibit "I".

25 45. Annual Replenishment. Watermaster shall levy and collect  
26 assessments in each year, pursuant to the respective pooling plans,  
27 in amounts sufficient to purchase replenishment water to replace  
28 production by any pool during the preceding year which exceeds that

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1 pool's allocated share of Safe Yield in the case of the overlying  
2 pools, or Operating Safe Yield in the case of the Appropriative  
3 Pool. It is anticipated that supplemental water for replenishment  
4 of Chino Basin may be available at different rates to the various  
5 pools to meet their replenishment obligations. If such is the  
6 case, each pool will be assessed only that amount necessary for the  
7 cost of replenishment water to that pool, at the rate available to  
8 the pool, to meet its replenishment obligation.

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

14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party  
16 shall file periodically with Watermaster, pursuant to Watermaster  
17 rules, a report on a form to be prescribed by Watermaster showing  
18 the total production of such party during the preceding reportage  
19 period, and such additional information as Watermaster may require,  
20 including any information specified by the affected Pool Com-  
21 mittee.

22 48. Watermaster Reports and Accounting. Watermaster's  
23 annual report, which shall be filed on or before November 15 of  
24 each year and shall apply to the preceding year's operation, shall  
25 contain details as to operation of each of the pools and a certi-  
26 fied audit of all assessments and expenditures pursuant to this  
27 Physical Solution and a review of Watermaster activities.

28 - - - - -

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1 D. REPLENISHMENT

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

10 (a) Reclaimed Water. There exist a series of agreements  
11 generally denominated the Regional Waste Water Agreements  
12 between CBMWD and owners of the major municipal sewer systems  
13 within the basin. Under those agreements, which are recog-  
14 nized hereby but shall be unaffected and unimpaired by this  
15 judgment, substantial quantities of reclaimed water may be  
16 made available for replenishment purposes. There are addi-  
17 tional sources of reclaimed water which are, or may become,  
18 available to Watermaster for said purposes. Maximum benefi-  
19 cial use of reclaimed water shall be given high priority by  
20 Watermaster.

21 (b) State Water. State water constitutes a major  
22 available supply of supplemental water. In the case of State  
23 Water, Watermaster purchases shall comply with the water  
24 service provisions of the State's water service contracts.  
25 More specifically, Watermaster shall purchase State Water from  
26 MWD for replenishment of excess production within CBMWD, WMWD  
27 and PVMWD, and from SBVMWD to replenish excess production  
28 within SBVMWD's boundaries in Chino Basin, except to the

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1 extent that MWD and SBVMWD give their consent as required by  
2 such State water service contracts.

3 (c) Local Import. There exist facilities and methods  
4 for importation of surface and ground water supplies from  
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies  
7 available from its Colorado River Aqueduct.

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

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

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

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-  
19 ever basis, may be levied by Watermaster pursuant to the pooling  
20 plan adopted for the applicable pool.

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

26 53. Assessment Proceeds -- Purposes. Watermaster shall have  
27 the power to levy assessments against the parties (other than  
28 minimal pumpers) based upon production during the preceding period

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1 of assessable production, whether quarterly, semi-annually or  
2 annually, as may be determined most practical by Watermaster or the  
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration  
5 of this Physical Solution shall be categorized as either (a) gen-  
6 eral Watermaster administrative expense, or (b) special project  
7 expense.

8 (a) General Watermaster Administrative Expense shall  
9 include office rental, general personnel expense, supplies and  
10 office equipment, and related incidental expense and general  
11 overhead.

12 (b) Special Project Expense shall consist of special  
13 engineering, economic or other studies, litigation expense,  
14 meter testing or other major operating expenses. Each such  
15 project shall be assigned a Task Order number and shall be  
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated  
18 and assessed against the respective pools based upon allocations  
19 made by the Watermaster, who shall make such allocations based upon  
20 generally accepted cost accounting methods. Special Project  
21 Expense shall be allocated to a specific pool, or any portion there-  
22 of, only upon the basis of prior express assent and finding of  
23 benefit by the Pool Committee, or pursuant to written order of the  
24 Court.

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

27 (a) Notice of Assessment. Watermaster shall give  
28 written notice of all applicable assessments to each party on

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1 or before ninety (90) days after the end of the production  
2 period to which such assessment is applicable.

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

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

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-  
19 master flexibility in purchase and spreading of replenishment  
20 water, Watermaster may make reasonable accumulations of replen-  
21 ishment water assessment proceeds. Interest earned on such re-  
22 tained funds shall be added to the account of the pool from which  
23 the funds were collected and shall be applied only to the purchase  
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and  
26 operation under this Physical Solution shall be July 1, 1977, and  
27 the first production assessments hereunder shall be due after July  
28 1, 1978. Watermaster shall, however, require installation of

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1 meters or measuring devices and establish operating procedures  
2 immediately, and the costs of such Watermaster activity (not  
3 including the cost of such meters and measuring devices) may be  
4 recovered in the first administrative assessment in 1978.

6 VII. MISCELLANEOUS PROVISIONS

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

24 59. Service of Documents. Delivery to or service upon any  
25 party or active party by the Watermaster, by any other party, or by  
26 the Court, of any item required to be served upon or delivered to  
27 such party or active party under or pursuant to the Judgment shall  
28 be made personally or by deposit in the United States mail, first

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

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

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

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

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

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

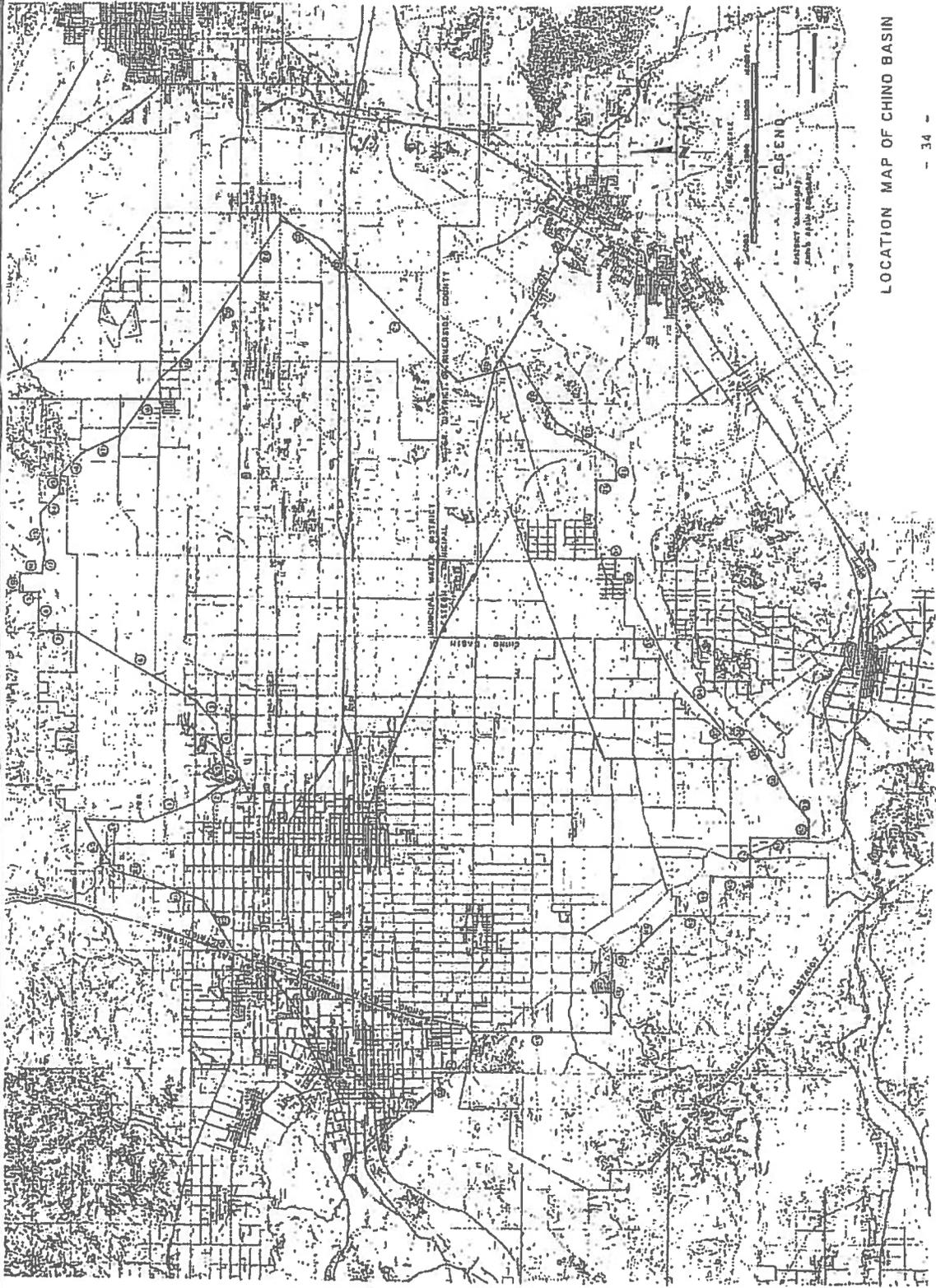
3 64. Costs. No party shall recover any costs in this pro-  
4 ceeding from any other party.

5 Dated: JAN 27 1978

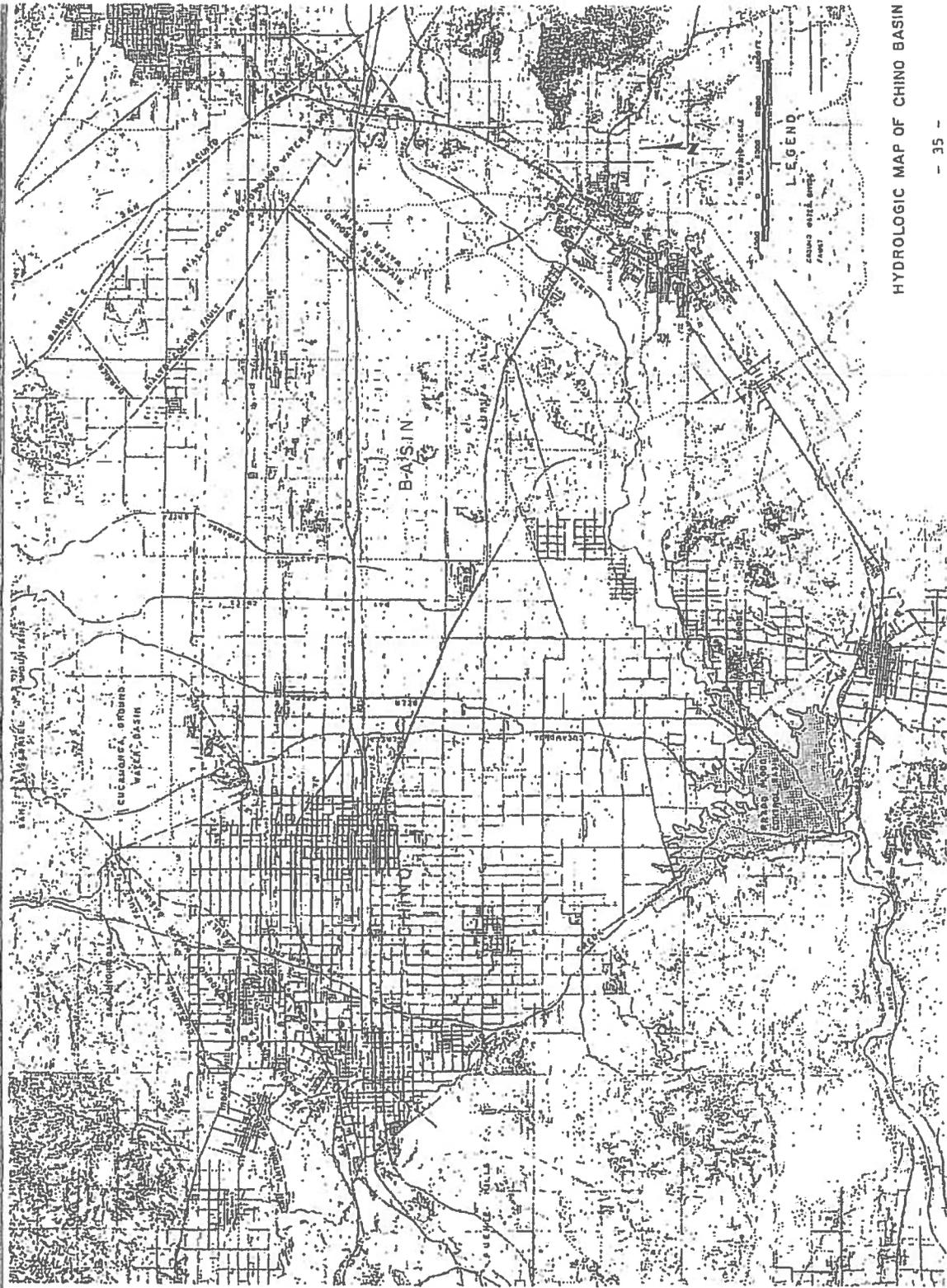
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7 Arnold B. Weiss  
8 Judge

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LOCATION MAP OF CHINO BASIN



HYDROLOGIC MAP OF CHINO BASIN

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 Kelley Ayers
15	Akiyama, Tomoo	
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.

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

EXHIBIT "C"

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

EXHIBIT "C"

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2081 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

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

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

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

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

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

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

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

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

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SUITE 201  
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1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprises
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

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SUITE 201  
2061 BUSINESS CENTER DRIVE  
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1	Nyberg, Lillian N.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

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

EXHIBIT "C"

LAW OFFICES  
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A PROFESSIONAL CORPORATION  
SUITE 201  
2081 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92718  
(714) 752-8971

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

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

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

EXHIBIT "C"

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
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IRVINE, CALIFORNIA 92718  
(714) 782-8871

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

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

EXHIBIT "C"

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

EXHIBIT "C"

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

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NON-PRODUCER WATER DISTRICTS

- 1
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- 3 Chino Basin Municipal Water District
- 4 Chino Basin Water Conservation District
- 5 Pomona Valley Municipal Water District
- 6 Western Municipal Water District of Riverside County
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DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

EXHIBIT "C"

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- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.
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EXHIBIT "C"

EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

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<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	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, Orange Products Division	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</u>
Totals	9,409	7,366.000

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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 Ser- vices 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
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monte Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.653
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	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>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "E"

1 EXHIBIT "F"  
2 OVERLYING (AGRICULTURAL) POOL  
3 POOLING PLAN

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

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

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

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

5. Advisory Committee Representatives. The number of

1 representatives of the Pool Committee on the Advisory Committee  
2 shall be as provided in the rules of the pool from time to time  
3 but not exceeding ten (10). The voting power of the pool on the  
4 Advisory Committee shall be apportioned and exercised as deter-  
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds  
7 for replenishment of any production by persons other than members  
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in  
9 excess of the pool's share of Safe Yield. During the first five  
10 (5) years of operations of the Physical Solution, reasonable  
11 efforts shall be made by the Pool Committee to equalize annual  
12 assessments.

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

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

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(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.

1 EXHIBIT "G"  
2 OVERLYING (NON-AGRICULTURAL) POOL  
3 POOLING PLAN

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

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

15 The volume voting power on the Pool Committee shall  
16 be 1,484 votes. Of these, 742 votes shall be allocated on  
17 the basis of one vote for each ten (10) acre feet or fraction  
18 thereof of decreed shares in Safe Yield. (See Exhibit "D".)  
19 The remaining 742 votes shall be allocated proportionally  
20 on the basis of assessments paid to Watermaster during the  
21 preceding year.\*

22 3. Advisory Committee Representatives. At least three (3)  
23 members of the Pool Committee shall be designated by said committee  
24 to serve on the Advisory Committee. The exact number of such  
25 representatives at any time shall be as determined by the Pool  
26 Committee. The voting power of the pool shall be exercised in the

27 \*Or production assessments paid under Water Code Section  
28 72140 et seq., as to years prior to the second year of operation  
under the Physical Solution hereunder.

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1 Advisory Committee as a unit, based upon the vote of a majority of  
2 said representatives.

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

6 5. Assessment. Each member of this pool shall pay an assess-  
7 ment equal to the cost of replenishment water times the number of  
8 acre feet of production by such producer during the preceding year  
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any  
10 carry-over credit under Paragraph 7 hereof. In addition, the cost  
11 of the allocated share of Watermaster administration expense shall  
12 be recovered on an equal assessment against each acre foot of  
13 production in the pool during such preceding fiscal year or calen-  
14 dar quarter; and in the case of Pool members who take substitute  
15 ground water as set forth in Paragraph 8 hereof, such producer  
16 shall be liable for its share of administration assessment, as if  
17 the water so taken were produced, up to the limit of its decreed  
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the  
20 land and are only assignable with the land for overlying use  
21 thereon; provided, however, that any appropriator who may, directly  
22 or indirectly, undertake to provide water service to such overlying  
23 lands may, by an appropriate agency agreement on a form approved by  
24 Watermaster, exercise said overlying right to the extent, but only  
25 to the extent necessary to provide water service to said overlying  
26 lands.

27 7. Carry-over. Any member of the pool who produces less than  
28 its assigned water share of Safe Yield may carry such unexercised

EXHIBIT "G"

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1 right forward for exercise in subsequent years. The first water  
2 produced during any such subsequent year shall be deemed to be an  
3 exercise of such carry-over right. In the event the aggregate  
4 carry-over by any pool member exceeds its share of Safe Yield, such  
5 member shall, as a condition of preserving such surplus carry-over,  
6 execute a storage agreement with Watermaster.

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

13 9. Rules. The Pool Committee shall adopt rules for adminis-  
14 tering its program and in amplification of the provisions, but not  
15 inconsistent with, this pooling plan.  
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1 EXHIBIT "H"  
2 APPROPRIATIVE POOL  
3 POOLING PLAN

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

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

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

26 4. Advisory Committee Representatives. Ten (10) members of

27 

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\*Or production assessments paid under Water Code Section 72140  
28 et seq., as to years prior to the second year of operation under  
the Physical Solution hereunder.

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1 the Pool Committee shall be designated to represent this pool on  
2 the Advisory Committee. Each major appropriator, i.e., the owner  
3 of an adjudicated appropriative right in excess of 3,000 acre feet,  
4 shall be entitled to one representative. The remaining members  
5 representing the Appropriative Pool on the Advisory Committee shall  
6 be elected at large by the remaining members of the pool. The  
7 voting power of the Appropriative Pool on the Advisory Committee  
8 shall be apportioned between the major appropriator representatives  
9 in proportion to their respective voting power in the Pool Com-  
10 mittee. The remaining two representatives shall exercise equally  
11 the voting power proportional to the Pool Committee voting power  
12 of all remaining appropriators; provided, however, that if any  
13 representative fails to attend an Advisory Committee meeting, the  
14 voting power of that representative shall be allocated among the  
15 representatives of the Appropriator Pool in attendance in the same  
16 proportion as their own respective voting powers.

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

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

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

EXHIBIT "H"

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1 (a) For production, other than for increased export,  
2 within CBMWD or WMWD:

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

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

12 (b) For production which is exported for use outside  
13 Chino Basin in excess of maximum export in any year through  
14 1976, such increased export production shall be assessed  
15 against the exporting appropriator in an amount sufficient to  
16 purchase replenishment water from CBMWD or WMWD in the amount  
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

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

23 8. Socio-Economic Impact Review. The parties have conducted  
24 certain preliminary socio-economic impact studies. Further and  
25 more detailed socio-economic impact studies of the assessment  
26 formula and its possible modification shall be undertaken for the  
27 Appropriator Pool by Watermaster no later than ten (10) years from  
28 the effective date of this Physical Solution, or whenever total

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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 re-  
claimed water. In order to fully utilize any of such alter-  
nate 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 in-  
directly, 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 alternate 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

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1 Committee, Watermaster shall undertake a survey study of the  
2 utilization of alternate supplemental supplies by members of  
3 the Appropriative Pool which would not otherwise be utilized  
4 and shall prepare a report setting forth the amount of such  
5 alternative supplies being currently utilized, the amount of  
6 such supplies which could be generated by activity within the  
7 pool, and the level of cost required to increase such uses and  
8 to optimize the total supplies available to the basin. Said  
9 report shall contain an analysis and recommendation for the  
10 levy of a necessary Facilities Equity Assessment to accomplish  
11 said purpose.

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

21 (d) Operation of Assessment. If Watermaster determines  
22 that it is appropriate that a Facilities Equity Assessment be  
23 levied in a particular year, the amount of additional supple-  
24 mental supplies which should be generated by such assessment  
25 shall be estimated. The cost of obtaining such supplies,  
26 taking into consideration the investment in necessary  
27 facilities shall then be determined and spread equitably among  
28 the producers within the pool in a manner so that those

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1 producers not providing such additional lower cost supple-  
2 mental water, and to whom a financial benefit will result, may  
3 bear a proportionate share of said costs, not exceeding said  
4 benefit; provided that any producer furnishing such supple-  
5 mental water shall not thereby have its average cost of water  
6 in such year reduced below such producer's average cost of  
7 pumping from the Basin. In so doing, Watermaster shall  
8 establish a percentage of the total production by each party  
9 which may be produced without imposition of a Facilities  
10 Equity Assessment. Any member of the pool producing more  
11 water than said percentage shall pay such Facilities Equity  
12 Assessment on any such excess production. Watermaster is  
13 authorized to transmit and pay the proceeds of such Facilities  
14 Equity Assessment to those producers who take less than their  
15 share of Basin water by reason of furnishing a higher per-  
16 centage of their requirements through use of supplemental  
17 water.

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

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

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

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

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

5 (b) Conversion Claims. The following procedures may be  
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-  
8 priator who undertakes, directly or indirectly, dur-  
9 ing any year, to permanently provide water service to  
10 lands which during the immediate preceding five (5)  
11 consecutive years was devoted to irrigated agriculture  
12 may report such change in land use or water service to  
13 Watermaster. Watermaster shall thereupon verify such  
14 change in water service and shall maintain a record and  
15 account for each appropriator of the total acreage  
16 involved and the average annual water use during said  
17 five-year period.

18 (2) Establishment of Allocation Percentage. In  
19 any year in which unallocated Safe Yield water from  
20 the Overlying (Agricultural) Pool is available for such  
21 conversion claims, Watermaster shall establish allocable  
22 percentages for each appropriator based upon the total  
23 of such converted acreage recorded to each such appro-  
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall  
26 thereafter apply the allocated percentage to the total  
27 unallocated Safe Yield water available for special  
28 allocation to derive the amount thereof allocable to

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1 each appropriator; provided that in no event shall the  
2 allocation to any appropriator as a result of such  
3 conversion claim exceed 50% of the average annual amount  
4 of water actually applied to the areas converted by such  
5 appropriator prior to such conversion. Any excess water  
6 by reason of such limitation on any appropriator's right  
7 shall be added to Operating Safe Yield. Notice of such  
8 special allocation shall be given to each appropriator  
9 and shall be treated for purposes of this Physical  
10 Solution as an addition to such appropriator's share of  
11 the Operating Safe Yield for the particular year only.

12 (4) Administrative Costs. Any costs of Water-  
13 master attributable to administration of such special  
14 allocations and conversion claims shall be assessed  
15 against appropriators participating in such reporting.

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

22 (a) Method of Operation. Any appropriator producing  
23 water within such designated in lieu area who is willing to  
24 abstain for any reason from producing any portion of such  
25 producer's share of Operating Safe Yield in any year may  
26 offer such unpumped water to Watermaster. In such event,  
27 Watermaster shall purchase said water in place, in lieu of  
28 spreading replenishment water, which is otherwise required to

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1 make up for over production. The purchase price for in lieu  
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment  
4 water, whether or not replenishment water is currently  
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to  
7 the appropriator, less

8 a. said appropriator's average cost of  
9 ground water production, and

10 b. the applicable production assessment  
11 were the water produced.

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

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

22 (b) Designation of In Lieu Areas. The first in lieu  
23 area is designated as the "In Lieu Area No. 1" and consists  
24 of an area wherein nitrate levels in the ground water gen-  
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.  
26 Other in lieu areas may be designated by subsequent order of  
27 Watermaster upon recommendation or approval by Advisory  
28 Committee. Said in lieu areas may be enlarged, reduced or

EXHIBIT "H"

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1 eliminated by subsequent orders; provided, however, that  
2 designation of In Lieu Areas shall be for a minimum fixed  
3 term sufficient to justify necessary capital investment. In  
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in  
5 the same manner, except that any reduction of its original  
6 size or elimination thereof shall require the prior order of  
7 Court.

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

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

28 14. Rules. The Pool Committee shall adopt rules for

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1 administering its program and in amplification of the provisions,  
2 but not inconsistent with, this pooling plan.  
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1 EXHIBIT "I"

2 ENGINEERING APPENDIX

3 1. Basin Management Parameters. In the process of imple-  
4 menting the physical solution for Chino Basin, Watermaster shall  
5 consider the following parameters:

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

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

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

21 2. Operating Safe Yield. Operating Safe Yield in any year  
22 shall consist of the Appropriative Pool's share of Safe Yield of  
23 the Basin, plus any controlled overdraft of the Basin which  
24 Watermaster may authorize. In adopting the Operating Safe Yield  
25 for any year, Watermaster shall be limited as follows:

26 (a) Accumulated Overdraft. During the operation of  
27 this Judgment and Physical Solution, the overdraft accumu-  
28 lated from and after the effective date of the Physical

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

3 (b) Quantitative Limits. In no event shall Operating  
4 Safe Yield in any year be less than the Appropriative Pool's  
5 share of Safe Yield, nor shall it exceed such share of Safe  
6 Yield by more than 10,000 acre feet. The initial Operating  
7 Safe Yield is hereby set at 54,834 acre feet per year.  
8 Operating Safe Yield shall not be changed upon less than five  
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,  
11 directly or indirectly, any modification of the allocation of  
12 shares in Safe Yield to the overlying pools, as set forth in  
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-  
15 ized by Watermaster for storage of supplemental water in the  
16 available ground water storage capacity of Chino Basin shall  
17 include, but not be limited to:

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

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

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

24 [1] spreading or injection, or

25 [2] in lieu deliveries of supplemental water for  
26 direct use.

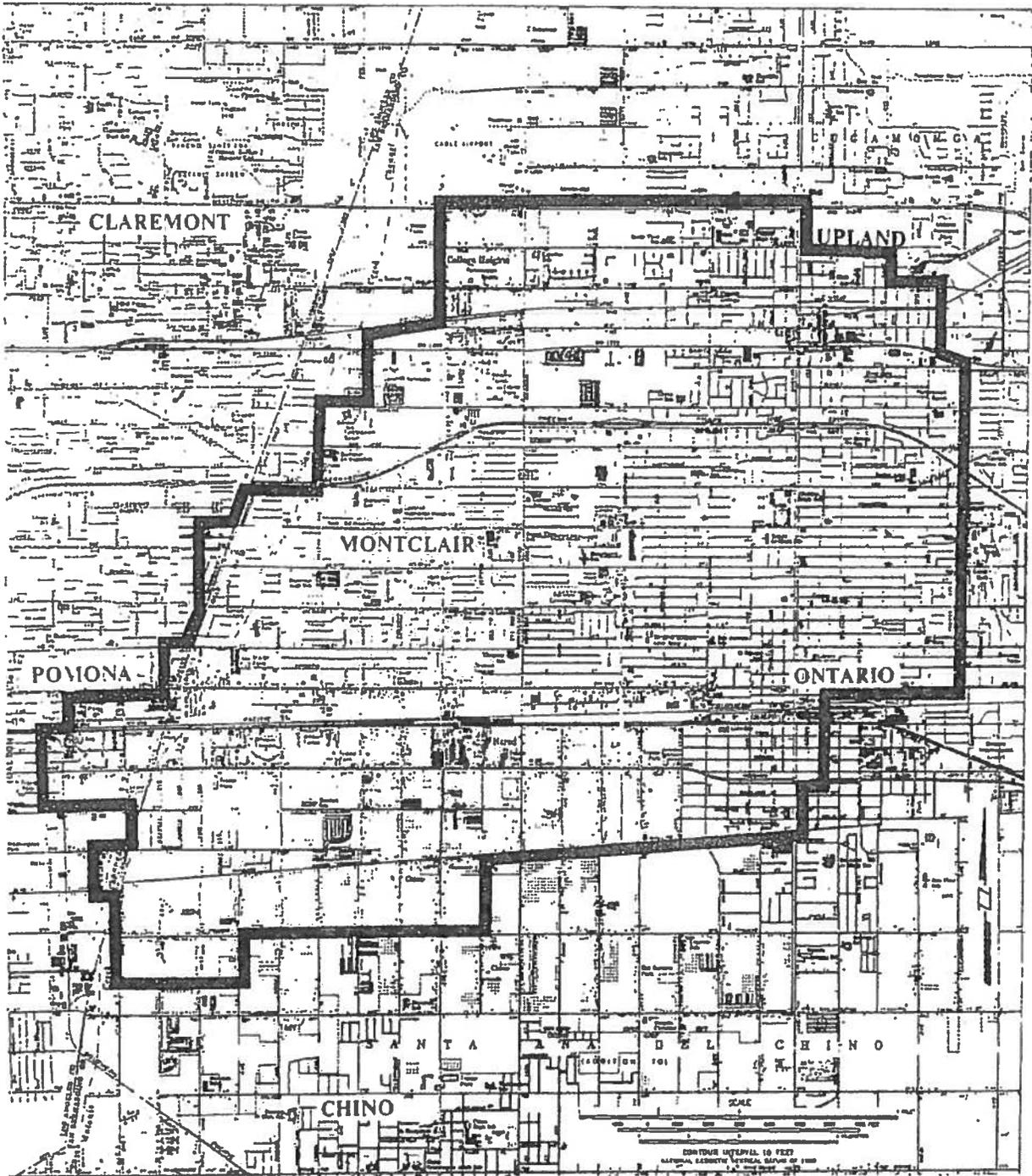
27 (d) The procedures for calculation of losses and annual  
28 accounting for water in storage by Watermaster.

EXHIBIT "I"

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



**CHINO BASIN  
IN LIEU AREA NO. 1**

**EXHIBIT "J"**  
-82-

## 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:

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, T 2 S, R 7 W;

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 - Section: 1.



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

OCT 29 2002

ATTEST  
Clerk of the Superior Court of the State of California, in and for the County of San Bernardino

*Terry Wittenborn*  
Deputy

Terry Wittenborn

92 pages

**APPENDIX B**

**CUCAMONGA BASIN JUDGMENT**

Recorded April 29, 1956  
Book 4495, page 331,  
San Bernardino County  
Official Records

1 WALKER, WRIGHT, TYLER & WARD  
2 210 West 7th Street, Suite 631  
3 Los Angeles 14, California  
4 TRinity 8936  
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12 Attorneys for Plaintiff

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

SAN ANTONIO WATER COMPANY, a corporation,  
Plaintiff,

-vs-

FOOTHILL IRRIGATION COMPANY, a corporation;  
SUNSET WATER COMPANY, a corporation; IOAMCSA  
WATER COMPANY, a corporation; and OLD SETTLERS  
WATER COMPANY, a corporation; ALTA LOMA MUTUAL  
WATER COMPANY, a corporation; ARMSTRONG  
NURSERIES, a corporation; BANYAN HEIGHTS WATER  
COMPANY, a corporation; CARNELIAN WATER  
COMPANY, a corporation; CITRUS WATER COMPANY,  
a corporation; CUCAMONGA DEVELOPMENT COMPANY,  
a corporation; CUCAMONGA WATER COMPANY, a  
corporation; HEDGES WELL COMPANY, a corpor-  
ation; HELLMAN WATER COMPANY, a corporation;  
HERMOSA WATER COMPANY, a corporation;  
JOYA MUTUAL WATER COMPANY, a corporation;  
REX MUTUAL WATER COMPANY, a corporation;  
SAPPHIRE MUTUAL WATER COMPANY, a corporation;  
CHARLES SNYDER; UPLAND WATER COMPANY, a  
corporation; HENRY G. BODKIN and BANK OF  
AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Executors of the last will of Giovanni Val,  
deceased; WESTERN FRUIT GROWERS, a corporation;  
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a  
partnership composed of Arthur Bridge, Helen  
Bridge, and Grace W. Burt; JOHN DOE ONE to  
THIRTY inclusive, MARY ROE ONE to THIRTY  
inclusive, JOHN DOE COMPANY ONE to TWENTY  
inclusive,

Defendants.

No. 92645

D E C R E E

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ATTORNEYS AT LAW  
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SURR & HELLNER  
ATTORNEYS AT LAW  
SAN FRANCISCO, CALIFORNIA

1           WHEREAS, there has been filed in the above entitled  
2 action, a Stipulation for Judgment duly executed by and on the  
3 part of each and all of the following named parties to said action  
4 (who are collectively hereinafter referred to as the "stipulating  
5 parties"), to wit:

6           San Antonio Water Company, a corporation;  
7           Foothill Irrigation Company, a corporation;  
8           Ioamasa Water Company, a corporation;  
9           Old Settlers Water Company, a corporation;  
10          Sunset Water Company, a corporation;  
11          Cucamonga Water Company, a corporation;  
12          Alta Loma Mutual Water Company, a corporation;  
13          Armstrong Nurseries, a corporation;  
14          Banyan Heights Water Company, a corporation;  
15          Carnelian Water Company, a corporation;  
16          Citrus Water Company, a corporation;  
17          Hedges Well Company, a corporation;  
18          Hellman Water Company, a corporation;  
19          Hermosa Water Company, a corporation;  
20          Joya Mutual Water Company, a corporation;  
21          Upland Water Company, a corporation;  
22          Western Fruit Growers, a corporation;  
23          Cucamonga Development Company, a corporation;  
24          Sapphire Mutual Water Company, a corporation;  
25          Charles Snyder;  
26          Hugh P. Crawford;  
27          Bank of America National Trust and Savings Association,  
28          a national banking association, and Henry G. Bodkin,  
29          as executors of the last Will of Giovanni Vai, deceased;  
30          G. N. Hamilton Ranch, a partnership composed of Arthur  
31          Bridge, Helen Bridge, Grace W. Burt;

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1 and Rax Mutual Water Company.

2 and,

3 WHEREAS, the Court has heard and considered evidence on the  
4 part of various of the stipulating parties,

5 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
6 by this Court that:

7 FIRST: As used herein, the terms listed below shall have  
8 the respective meanings next following them, viz:

9 (a) "Cucamonga Basin" or "Basin" shall mean that certain  
10 territory in the County of San Bernardino, State of California,  
11 which is more particularly described upon Exhibit 1, and shall  
12 also include all percolating water and underground water and water  
13 sources underlying said territory;

14 (b) "Imported water" shall mean water derived from a  
15 stream flow in an area outside of any water shed draining into the  
16 Cucamonga Basin. Specifically, water derived from San Antonio  
17 Canyon and/or Creek is "imported water".

18 (c) "Irrigation season" shall mean that portion of each  
19 year when irrigating is required by the users of the water sold by  
20 the Plaintiffs and Defendants hereto. While this period varies  
21 considerably from year to year, the irrigating season generally  
22 commences during any month in which the rainfall does not exceed  
23 two inches, and the season generally terminates after the first  
24 rainfall of two inches or more. The season usually approximates  
25 the period from May 1st to November 1st.

26 "Spreading season" is the balance of each year remaining  
27 after deducting the irrigation season for such year, and is  
28 usually approximately the period from November 1st of one year to  
29 May 1st of the succeeding year.

30 "Spread" with respect to water shall mean to conduct the  
31 same upon and sink the same into the gravels of Cucamonga Basin  
32 during a spreading season.

1 (d) "Aggregate stipulated water" means the total number  
2 of acre feet of water set opposite the names of all stipulating  
3 parties in Exhibit 2.

4 (e) "Pro-rata" means, in each case, in the same propor-  
5 tion as the acre feet listed opposite the name or names of the  
6 party or respective parties in question bear to the aggregate  
7 stipulated water; and the verb "pro-rate" means to divide and  
8 share pro-rata among the stipulating parties.

9 (f) "Allocated water" of any stipulating party or parties  
10 in each case means the number of acre feet of water set out on  
11 Exhibit 2 opposite the name or names of such party or parties.

12 (g) "Ten preceding years" means the period of ten con-  
13 secutive calendar years which immediately precedes or has preceded  
14 the year or event mentioned.

15 (h) "Five-sixths of the water users" shall mean stipu-  
16 lating parties having in the aggregate allocated water which is  
17 not less than five-sixths of the total allocated water of all  
18 stipulating parties.

19 (i) An "inch" of water or a "miner's inch" of water shall  
20 mean a flow of water equal to one-fiftieth (1/50th) of a cubic  
21 foot of water per second of time.

22 (j) Any party hereto the corporate name of which ends  
23 with "Water Company" or "Mutual Water Company" will be hereinafter  
24 referred to without such words. Thus "San Antonio" means herein  
25 "San Antonio Water Company" and similarly with the other parties  
26 using said words "Water Company" or "Mutual Water Company".

27 (k) "Canyon pipeline" shall mean the pipeline (varying in  
28 size between approximately 32 inches in inside diameter and about  
29 18 inches) which extends Southerly from a point on the channel of  
30 Cucamonga Creek at an elevation of approximately 2350 feet above  
31 sea level (herein called "Northerly intake") to the "round weir"  
32 mentioned below.

1 (l) "Round weir" shall mean that certain weir of Ioamosa  
2 marked on the map Exhibit 3 as "Round Weir" and located near the top  
3 of the bluff on the East side of Cucamonga Creek and just Northerly  
4 from the Westerly prolongation of Almond Street, said weir being  
5 the point from which (a) two ten-inch water lines marked on the map  
6 Exhibit 3 as "Ioamosa 10 inch" lead Easterly to Ioamosa's  
7 Carnelian Street Reservoir (at about elevation 2030 feet above sea  
8 level on the East side of Carnelian Street between Hillside Road and  
9 Almond Street); (b) a six-inch water line marked on the map Exhibit 3  
10 as "Hamilton 6 inch" leads Southeasterly to the Hamilton Ranch (which  
11 lies South of Hillside Road, North of Banyan Street, East of Sapphire  
12 Street and West of Carnelian Street), and, (c) an eight-inch water  
13 line marked on the map Exhibit 3 as "Banyan 8 inch" runs Southerly  
14 down Topaz Street to connect with the water system of Banyan Heights.

15 (m) "Reservoir Weir" means the weir of Ioamosa located at  
16 the Carnelian Street Reservoir.

17 (n) "Ioamosa Southerly Intake" shall mean a line extending  
18 West across the channel of Cucamonga Creek from the existing "Canyon  
19 Weir" of Ioamosa marked on the map Exhibit 3 as "Canyon Weir", which  
20 weir is located in Cucamonga Canyon, is part of the Canyon pipeline,  
21 and is situated about midway (or somewhat Northerly thereof) between  
22 the round weir and the Northerly intake mentioned above.

23 (o) "Schulhof pipe-line" means that certain three-inch water  
24 pipe-line marked on the map Exhibit 3 as "Schulhof 3 inch" which  
25 connects with the Canyon pipe-line Northerly of the round weir, and  
26 which is mentioned in paragraph Second(h) of that certain decree  
27 dated April 12, 1937, in action No. 29,799 (Schulhof v. Cucamonga  
28 Development Company) in the above entitled Superior Court.

29 (p) The water to which Ioamosa is entitled as provided in  
30 paragraph "Third" hereof is herein called "Ioamosa gravity water",  
31 or "gravity water".

32 (q) "An overflow year" shall mean any calendar year for which

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1 the water level determined as hereinafter provided in the index  
2 well is at an elevation of 1345 feet or higher above sea level.

3 For the purposes of determination of elevation above sea  
4 level the United States Geological Survey bench mark on Baseline  
5 (also known as 16th Street) as it exists on the date this decree is  
6 entered, on or near the north boundary of Section 4, Township 1  
7 South, Range 7 west, and approximately four-fifths of a mile west of  
8 Vineyard Avenue, shall be deemed to be at an elevation above sea  
9 level of 1454 feet. The elevation of the water level in such index  
10 well shall be determined by measuring the elevation of such water  
11 in such well on October 1st of each year (Provided that if any such  
12 day falls on a Sunday or a holiday, measurements shall be made on  
13 the next business day). The index well shall be the well known  
14 as Shaft No. 9-A of the San Antonio Water Company located approx-  
15 imately 154 feet Southerly of the Northwest corner of Lot 14 of  
16 Red Hill subdivision and shown on the map Exhibit 5. Wells No. 11  
17 of Cucamonga Water Company and 20 and 22 of the San Antonio Water  
18 Company shall not be pumped within three days before such date of  
19 measurements, and the tunnel bulkhead adjacent to Red Hills Country  
20 Club will be kept closed for a like period before such date. If  
21 for any reason Shaft 9-A shall not be available for measurement,  
22 then the index well shall be Wells No. 11 of Cucamonga Water Company  
23 or 20 or 22 of the San Antonio Water Company, in the order herein  
24 listed. If for any reason none of said wells shall be available  
25 for such measurement, the identity and location of the index well  
26 may be determined by a written stipulation executed by five-sixths  
27 of the water users and filed in said action, or in default of  
28 said stipulation by order of the said court.

29 Annexed to this Decree and hereby incorporated herein are the  
30 following Exhibits:

31 Exhibit 1: A description of the territory under which  
32 lies the "Cucamonga Basin";

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1           Exhibit 2: A list of the "allocated water" of each party  
2           (Other than the stream flow mentioned in paragraph "Third");  
3           Exhibit 3: A map of "Cucamonga Pipe Lines";  
4           Exhibit 4: A map of "Cucamonga Spreading Works";  
5           Exhibit 5: A map of "Well and Shaft Locations";  
6 and said exhibits are herein respectively referred to as "Exhibit 1",  
7 "Exhibit 2", "Exhibit 3", "Exhibit 4" and "Exhibit 5".

8           SECOND: This paragraph deals with the right and quantity of  
9 water San Antonio may annually hereafter extract from the Cucamonga  
10 Basin as reduced by its failure to previously annually spread therein  
11 the minimum amount of water hereinafter set forth, or as increased by  
12 its previously annually spreading more imported water therein than  
13 said minimum, excepting, however, in both such situations the spread-  
14 ing of imported water during years in which such spread causes  
15 the Basin to overflow resulting in such year constituting an overflow  
16 year, as defined in Paragraph First, subdivision (q) thereof.

17           For the purpose of the computation in this Paragraph Second,  
18 it shall be assumed that San Antonio has spread in each of the ten  
19 years previous to 1957, 2,000 acre feet of imported water.

20           With respect to each calendar year after entry of this decree,  
21 each preceding ten year period shall be divided into "included" and  
22 "Excluded" years. "Excluded years" are those calendar years which  
23 are defined as overflow years in Paragraph First, subdivision (q)  
24 thereof. All other calendar years are "included years".

25           If in the ten preceding years San Antonio shall have spread  
26 less than 2,000 acre feet of imported water in any of the included  
27 years, as modified by the assumption above set forth, the difference  
28 between (a) The amount of imported water which shall have been so  
29 spread in such included years, and (b) The quantity of 2,000 acre  
30 feet multiplied by the number of included years, shall be known  
31 as the "ten year deficit".

32           Any right of San Antonio to extract water from the Cucamonga

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1 Basin in any calendar year after the entry of this decree shall be  
2 reduced by the number of acre feet of water equal to the ten year  
3 deficit divided by the number of included years, if any such deficit  
4 shall have occurred, so that such right to extract water for such  
5 year shall not exceed 6,500 acre feet less the ten year deficit  
6 divided by the number of included years.

7 Correspondingly, with respect to each calendar year after  
8 the entry of this decree, if in the ten preceding years San Antonio  
9 shall have spread more than 2,000 acre feet of imported water in any  
10 of the included years, as modified by the assumption above set forth,  
11 the difference between (a) The amount of imported water which shall  
12 have been so spread in such included years, and (b) The quantity of  
13 2,000 acre feet multiplied by the number of included years, shall be  
14 known as the "ten year surplus".

15 The right of San Antonio to extract water from the Cucamonga  
16 Basin in any calendar year after the entry of this decree, shall be  
17 increased by a number of acre feet of water equal to 95 percent of  
18 the ten year surplus divided by the number of included years, if any  
19 such surplus shall have occurred, so that there shall be added for  
20 such year to San Antonio's right to extract 6,500 acre feet of water  
21 a number of acre feet of water equal to 95 percent of the ten year  
22 surplus divided by the number of included years. Provided, however,  
23 that in no case shall such increased extraction exceed 2,000 acre  
24 feet of water for any one calendar year.

25 So long as the water level in the index well referred to in  
26 paragraph First, subdivision (q) herein is at an elevation below  
27 1345 feet above sea level, and in the event San Antonio has available  
28 in any one calendar year after the year 1956 more than 2,000 acre feet  
29 of imported water, and desires to sell the same, it shall, before selling  
30 such imported water to others not parties to this Decree, annually  
31 offer to sell such imported water to the other stipulating parties  
32 hereto for spreading in the Cucamonga Basin and at a price to be fixed

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1 between the parties by negotiation, but in any event to be not  
2 greater than the price San Antonio can obtain from others not  
3 parties of this Decree.

4         In the event San Antonio and the other stipulating parties  
5 hereto do not agree by October 1st to the terms for the purchase  
6 of said imported water to be sold and spread during the next  
7 succeeding spreading season, then San Antonio is thereafter free  
8 to sell such imported water to other persons not parties hereto,  
9 or at its option, it may spread such imported water in the Cucamonga  
10 Basin and by so spreading will receive the credit for water  
11 spread as provided in this paragraph Second. If the stipulating  
12 parties and San Antonio agree to the purchase from San Antonio  
13 of any imported water, and such stipulating parties, other than  
14 San Antonio, purchase said water and the same is spread in the  
15 Cucamonga Basin, then during such year no credit shall be  
16 given to San Antonio toward estimating its ten year surplus  
17 or deficit for the amount of water so purchased and spread.

18         THIRD: Ioamosa and Hamilton Ranch, a partnership composed  
19 of Arthur Bridge, Helen Bridge and Grace W. Burt, are the owners  
20 of the paramount right to take and divert throughout each year  
21 at or Northerly from the Ioamosa Southerly intake all surface  
22 and subsurface flow of Cucamonga Creek, not exceeding however  
23 two hundred fifty (250) miner's inches of water, (measured at  
24 the round weir and the intake to the Schulhof pipeline), including  
25 any water which shall be supplied to the Schulhof pipeline under  
26 the terms of said decree in action No. 29,799 or otherwise. The  
27 right to said flow of Cucamonga Creek up to 250 miner's inches  
28 per year is subject to an obligation of Hamilton Ranch and Ioamosa  
29 to deliver water into the Schulhof pipeline, and the balance of  
30 said water is owned by Hamilton Ranch and Ioamosa in the following  
31 proportions:

32         (a) Hamilton Ranch 128/1200ths thereof;

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1 (b) Ioamosa 1072/1200ths thereof, subject to the right  
2 of Sapphire to the extent of one (1) inch from the weir box on  
3 Ioamosa's pipeline located approximately 1200 feet East of the  
4 "round weir".

5 The rights of Ioamosa to the Ioamosa gravity water are  
6 subject to the provisions hereof. Ioamosa may transport such  
7 gravity water to any location or locations whether within or without  
8 the basin, and use or deliver such water at any such location or  
9 location, provided, however, if any of the Ioamosa gravity water is  
10 used or conducted outside the Basin in any year, then the quantity of  
11 water which Ioamosa shall be entitled to develop or extract from the  
12 Basin by Paragraph Fourth and Exhibit 2 herein during the next  
13 succeeding year shall be reduced by an amount equal to the quantity  
14 of Ioamosa gravity water so used or conducted outside the Basin  
15 during such year.

16 The stipulating parties hereto shall within sixty (60) days  
17 after the date of this judgment, at their proportionate expense, con-  
18 struct in a manner which shall have been approved by San Antonio  
19 Water Company or by the above entitled Court a dividing weir located  
20 where Ioamosa now maintains the "round weir". Such dividing weir  
21 shall be so constructed that it will automatically limit to 249  
22 inches the amount of water that will flow into the above mentioned  
23 four outgoing lines that are now connected with the round weir and  
24 are referred to in paragraph First (1) herein.

25 Within sixty (60) days after the date of this judgment  
26 the stipulating parties hereto shall also construct in a manner  
27 which shall have been approved by San Antonio Water Company or  
28 by the above entitled Court a dividing weir at the said  
29 Carnelian Street reservoir. The dividing weir at this point shall  
30 be so constructed as to permit Ioamosa to divert fifty inches of  
31 such Ioamosa gravity water to domestic use.  
32

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1 During each spreading season, the remaining amount of Ioamosa  
2 gravity water over and above fifty (50) inches, shall be either:

3 (a) Used for irrigation purposes over Cucamonga Basin; or,

4 (b) Spread over Cucamonga Basin in the spreading grounds  
5 of Ioamosa or Banyan Heights Water Company; or

6 (c) Returned by Ioamosa to the channel of Cucamonga Creek.

7 During each spreading season all of the flow of Cucamonga  
8 Creek in excess of such 250 inches after passing through the debris  
9 basins numbered C1 to C12 inclusive on Exhibit 4 shall be spread in  
10 spreading grounds which now exist, or are now under construction, or  
11 which are proposed, as shown on Exhibit 4, including the channel or  
12 wash of Cucamonga Creek, and which overlie the Cucamonga Basin and  
13 are North of Baseline Road. Whenever such spreading grounds are all  
14 overflowing, or would overflow, the waters which do or would so over-  
15 flow may be spread in the "15th St. Spreading Grounds" as shown on  
16 said map, and when the "15th St. Spreading Grounds" also do or would  
17 overflow, the waters which do or would so overflow the "15th St.  
18 Spreading Grounds" may be spread in what is known as the "8th Street  
19 Spreading Grounds", all as shown on Exhibit 4, even though all or part  
20 of such spreading grounds do not overlie the Cucamonga Basin.

21 Such spreading shall be done at one or more locations in said  
22 spreading grounds which shall be approved by San Antonio.

23 Such flow of Cucamonga Creek may be spread at other locations  
24 than above provided, and outside the area above described upon the  
25 written consent of 5/6th of the water users, as defined in paragraph  
26 First subdivision (k) of this Decree.

27 If any costs are incurred in such spreading by any party  
28 hereto, for which such party would not otherwise be reimbursed, such  
29 costs shall be pro-rated between the parties hereto.

30 FOURTH: The rights of all stipulating parties to take water  
31 from Cucamonga Basin, subject to the adjustments set forth in this  
32 decrees and to the provisions of paragraphs Second and Third above,

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1 are hereby fixed at the quantities set forth in Exhibit 2. Such  
2 rights are correlative, and except as to quantity or as herein  
3 otherwise stated are equal. No stipulating party shall have any  
4 right to export water from the Cucamonga Basin or use water extracted  
5 from the Cucamonga Basin at any place other than over the Cucamonga  
6 Basin except as provided in paragraph Third and as follows:

7 (a) The following stipulating parties, or any of them,  
8 may use water which they are entitled to extract from Cucamonga  
9 Basin in any location whatsoever, namely, San Antonio, Cucamonga,  
10 Upland, Old Settlers, and Sunset.

11 (b) Hermosa, Foothill Irrigation Company and Alta Loma  
12 are entitled to export water from Cucamonga Basin only to the  
13 extent hereinafter set forth, and none of said parties shall ever  
14 export from the Basin more water than said "Export quantity" herein  
15 listed for it, to wit:

16	<u>Party</u>	<u>Export Quantity</u>
17	HERMOSA	343 Acre Feet
18	FOOTHILL IRRIGATION COMPANY	483 Acre Feet
19	ALTA LOMA	51 Acre Feet

20 and if in any year water used outside the basin which has been ex-  
21 tracted or developed from the basin by any of said parties exceeds  
22 the "Export Quantity" above listed for such party, the quantity of  
23 water which such party shall be entitled to develop or extract from  
24 the basin in the ensuing year shall be reduced by an amount equal  
25 to such excess.

26 FIFTH: Within sixty (60) days after the date of this  
27 judgment, San Antonio shall, in the event it has not already done  
28 so, install, at the following locations, suitable recording and  
29 measuring devices, by means of which all spread water passing  
30 through such devices may be accurately measured and the quantity  
31 of such water recorded. Said locations are as follows:

32 (1) On 23rd Street at the Northeast corner of Ontario

- 1 Colony Lot No. 170  
2 (2) On 20th Street at the Northwest corner of Ontario  
3 Colony Lot No, 282; and  
4 (3) On the West line of Ontario Colony Lot No. 301,  
5 400 feet North of 19th Street.

6 Such measuring and recording devices shall be of such design and  
7 construction as may be agreed upon by and between San Antonio and  
8 Cucamonga, or, if they fail to agree, as may be designated by the  
9 Chief Engineer of the San Bernardino County Flood Control District,  
10 or by the above entitled Court.

11 All imported water which is to be spread upon Cucamonga Basin,  
12 whether spread by San Antonio to earn its entitlement under paragraph  
13 Second hereof, or is spread after the purchase thereof by the parties  
14 hereto other than San Antonio, shall be conducted through said record-  
15 ing and measuring devices by San Antonio, unless otherwise agreed in  
16 writing by the stipulating parties, including San Antonio, having  
17 allocated water equal to at least five-sixths (5/6ths) of the aggre-  
18 gate stipulated water, and no water not so conducted through such  
19 devices and measured shall be counted as water spread under the terms  
20 of such paragraph Second, unless so agreed in writing by such parties.

21 Said devices shall be designed and operated so that they  
22 continuously record the amount of water passing therethrough between  
23 the start and finish of each spreading season. In case of failure  
24 of measuring devices, average of the preceding and succeeding  
25 measurements shall be used. Such records shall be open to the inspect  
26 ion of all other stipulating parties on reasonable notice.

27 Each stipulating party shall have the right to inspect such  
28 recording and measuring devices at any time, and, in the event that  
29 the same shall ever be locked, each of the stipulating parties shall  
30 be furnished by San Antonio with a key thereto so as to permit in-  
31 spection thereof. Further, San Antonio shall grant to the other  
32 stipulating parties hereto, insofar as it can do so without being

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1 required to obtain the same from others, a non-exclusive right of  
2 ingress and egress from the nearest public street to said recording  
3 measuring devices. The stipulating parties hereto shall pro-rate the  
4 expense of the original installation of said recording measuring  
5 devices, and San Antonio shall thereafter operate and maintain and  
6 bear the expense of operating and maintaining such devices.

7 SIXTH: As between the stipulating parties only, no extraction  
8 of water from Cucamonga Basin by any party in excess of the amount  
9 herein provided to be taken by such party, shall be deemed adverse to  
10 any other stipulating party, and each stipulating party hereby waives  
11 as against each other stipulating party the right to plead any statute  
12 of limitations or laches with respect to any extraction of water by  
13 such party in excess of such amount.

14 SEVENTH: Except as provided in paragraph Second, if any stip-  
15 ulating party in any year shall fail to take or receive from the basin  
16 or transport beyond the confines of the basin, the full quantity of  
17 water which such party is entitled hereunder to take or receive or  
18 transport beyond said confines, as the case may be, such failure shall  
19 not entitle such party to take or receive or so transport from the  
20 basin in any succeeding year any greater quantity of water than if in  
21 each prior year such party had taken, received and so transported  
22 from the basin all water which such party was entitled hereunder to so  
23 take, receive and transport, and, subject to the provisions of Para-  
24 graph Fifteen, such failure shall not affect the rights of other  
25 parties to the decree to take the stipulated amounts of water they are  
26 entitled to receive by Exhibit 2 herein.

27 Likewise, except as provided in said paragraph Second, as  
28 between the stipulating parties, no right adjudged hereunder of any  
29 party to thereafter take water from the Basin or to thereafter trans-  
30 port such water beyond the confines of the Basin shall be lost,  
31 impaired or diminished by any failure to take or so transport from the  
32 Basin all or any of the water to which such party is entitled hereunder  
33 unless and only to the extent that for a period of at least fifteen

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1 consecutive years such right shall not be exercised.

2 EIGHTH: Each stipulating party shall always maintain records  
3 of all extractions of water from the Basin by such party such that it  
4 can be determined therefrom for each year what quantity of water was  
5 taken from each well, or combination of wells, or other water source  
6 within the Basin from which such party received water.

7 Upon written demand of any other stipulating party, the party  
8 keeping such records shall, within 30 days after receipt of such  
9 demand, supply to the party making such demand or to the person  
10 designated by such party in such demand a written statement of the  
11 amount of water (in acre feet) so taken from each such well or combin-  
12 ation of wells, or other source, for each year after 1957, with  
13 respect to which no such statement has previously been supplied.

14 Within six months hereafter as to existing wells, or upon  
15 commencement of operation as to wells first hereafter operated, each  
16 such well or combination of wells shall be so equipped with measuring  
17 devices at the expense of stipulating party who operates the same, as  
18 to show the quantity of water used or extracted.

19 Likewise, if any stipulating party hereafter transports water  
20 beyond the confines of the Basin, such transporting party shall there-  
21 after maintain such measuring box, meter, weir, or other measuring  
22 device as will show readily and accurately the quantity of water at  
23 the time being transported beyond the confines of the Basin. Measure-  
24 ments of the quantity of water being taken at each of said points  
25 shall be made by such transporting party at least daily by weir or  
26 weekly by meter throughout the entire period water is being taken at  
27 such point. A record of such measurements and hours of operation  
28 shall always be made and maintained by such party. In case of failure  
29 of measuring device, average of the preceding and succeeding measure-  
30 ments shall be used.

31 Each stipulating party and any agent of any such party shall  
32 at all reasonable hours be entitled to inspect all such meters, boxes.

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1 weirs and other measuring devices, and to inspect, check, and copy  
2 any record of extractions and measurements and of all data and com-  
3 putations pertaining to the same in the possession or under the  
4 control of any other stipulating party or parties.

5 NINTH: Every provision of this Judgment in favor of or  
6 applying to any party hereto shall also apply to and inure to the  
7 benefit of, and also bind each and all of the heirs, legal represent-  
8 atives, successors and assigns of such party.

9 TENTH: The maximum quantity of water which any stipulating  
10 party shall be entitled to take from the Basin or transport beyond  
11 its confines shall not be increased or affected by the future  
12 acquisition by such party of additional lands, unless there shall be  
13 appurtenant to such lands rights to take water, which rights are  
14 in this action adjudged to exist.

15 Nothing in this judgment contained shall prevent any stipul-  
16 ating party from selling or otherwise disposing, or from purchasing  
17 or otherwise acquiring, any rights to water or to transport the same  
18 which may be adjudged to belong to any party to this action; but any  
19 such rights so acquired or so disposed shall remain subject to any  
20 limitations or restrictions herein expressed. Any transfer of the  
21 rights of any party herein shall be in writing, and notice thereof  
22 shall be given to San Antonio Water Company and Cucamonga Basin  
23 Protective Association, a corporation, whose address is Cucamonga,  
24 California, before the transferee may exercise such transferred rights.

25 ELEVENTH: The stipulating parties shall pro-rate the expense  
26 incurred after the date of this Judgment in prosecuting this action  
27 to Judgment against any other parties to this action.

28 The stipulating parties will unite in opposing any new,  
29 wrongful or unlawful taking of water from the Basin hereafter made  
30 by any person or corporation other than a stipulating party or  
31 parties, and will prorate the expense of making such opposition,  
32 including any litigation or engineering expense, provided that:

1 (a) The term "new taking" shall not include any water devel-  
2 opment in the Basin hereafter made for the sole purpose of maintain-  
3 ing but not increasing any quantity of water now being taken from  
4 the Basin by the person who may hereafter make such development.

5 (b) If any stipulating party does not join in prosecuting  
6 any future suit to prevent, enjoin or limit any such new, wrongful  
7 or unlawful taking, such stipulating party not so joining shall bear  
8 pro-rata the expense of such suit (including attorney's fees and  
9 engineering expense) only if final judgment is rendered in such  
10 suit preventing, enjoining or limiting such taking.

11 TWELFTH: Each stipulating party, and the agents and employees  
12 of each such party, is and are hereby perpetually enjoined and re-  
13 strained from doing any act or thing in violation of any provision  
14 of this judgment, other than paragraph Eleventh hereof.

15 THIRTEENTH: No stipulating party shall be entitled to  
16 recover court costs from any other stipulating party.

17 FOURTEENTH: The above entitled action shall continue and may  
18 be prosecuted and tried against all defendants therein, other than  
19 the stipulating parties; and the stipulating parties shall share  
20 the expense of such prosecution pro-rata. The Court will retain  
21 jurisdiction to enter modifications of this decree pursuant to  
22 stipulations provided for hereunder.

23 FIFTEENTH: In the event that through inadequacy of the  
24 supply of water in the Cucamonga Basin, or by reason of adjudication  
25 in any subsequent action, the stipulating parties in the aggregate  
26 shall be unable to pump and extract from the Cucamonga Basin a  
27 quantity of water so great as the aggregate stipulated water as is  
28 set forth in Exhibit 2, the stipulating parties shall pro-rate the  
29 aggregate quantity of water available in the Basin as long as such  
30 inability shall continue.

31 In the event between October 1st of any year and June 15th  
32 of the succeeding calendar year, five-sixths of the water users

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1 shall agree in writing by a stipulation filed in said action that  
2 the supply of water in the Basin is inadequate to safely permit the  
3 stipulating parties to pump in such ensuing year the aggregate  
4 stipulated water and that the amount of water to be pumped by each  
5 stipulating party shall for such succeeding calendar year be limited  
6 to a specified percentage (uniform for all) of the allocated water,  
7 then for such succeeding calendar year, each stipulating party is  
8 hereby enjoined and restrained from pumping or extracting from the  
9 Basin more than such percentage of allocated water of such party  
10 (subject to the provisions of paragraphs Second and Third hereof).

11 SIXTEENTH: The listing upon Exhibit 2 of any number of  
12 acre feet for any party to this action other than a stipulating  
13 party, shall not be deemed an admission by any stipulating party  
14 that a non-stipulating party is entitled to any water whatsoever  
15 from Cucamonga Basin, nor as to the quantity which such non-  
16 stipulating party may take from said Basin, if any, but each such  
17 figure for any non-stipulating party is listed as a matter of con-  
18 venience and as a possible basis of compromise only.

19 SEVENTEENTH: This judgment supersedes and controls all  
20 previous agreements and decrees between the stipulating parties, or  
21 any of them but only insofar as they are inconsistent herewith.

22 Done in open Court this 25 day of April, 1953.

23  
24  
25 CARL B. HILLIARD

26 \_\_\_\_\_  
27 Judge  
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EXHIBIT 1

TERRITORY UNDER WHICH LIES THE "CUCAMONGA BASIN"

That certain territory in the County of San Bernardino, State of California, which is situated to the South of the Sierra Madre range of mountains and is bounded and described as follows, to wit:

Beginning at the base of the hereinbefore mentioned Sierra Madre Mountains at a point situate 9000 feet due North of the Southwest corner of Lot 241, said lot being delineated on Map of Ontario Colony Lands, recorded in the Office of the County Recorder of said County in Book 11 of Maps, at page 6 thereof; thence running South to said Southwest corner of said Lot 241; thence running in a general Southeasterly direction to the Southeast corner of Lot 419, said lot being also delineated on said Map of said Ontario Colony Lands; thence continuing in a general Southeasterly direction to a point situate thirteen hundred feet North of the South line and thirteen hundred feet East of the West line of Section 4, Township 1 South, Range 7 West, S. B. B. & M., thence running in a general Easterly direction to a point situate on the East line of said Section 4, eighteen hundred feet North of the Southeast corner of said Section 4; thence running in a general Northeasterly direction to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, Township 1 South, Range 7 West, S. B. B. & M., thence running Northeasterly to a point situate on the North line of Section 2, Township 1 South, Range 7 West, S. B. B. & M., fourteen hundred feet East of the West line of said Section 2; thence running in a general Northeasterly direction to the base of said mountains, to a point where the division line between ranges six and seven, S. B. B. & M. intersects the South base of said mountains; thence following the meandering line of the South base of said mountains, being curved northerly for canyons and southerly for ridges, in a westerly direction to the place of beginning.

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EXHIBIT 2  
STIPULATED WATER

<u>NAME</u>		<u>ACRE FEET PER YEAR</u>
San Antonio Water Company	6500	6500
Alta Loma Mutual Water Company	600	600
Armstrong Nurseries		200
Banyan Heights Water Company		625
Carnelian Water Company		600
Citrus Water Company		450
Cucamonga Water Company	6500	6500
Cucamonga Development Company (included under Ioamosa)		None
Foothill Irrigation Company	483	1600
Hedges Well Company		732
Hellman Water Company (included under Ioamosa)		None
Hexmosa Water Company	600	600
Ioamosa Water Company		920
Joya Mutual Water Company		390
Old Settlers Water Company	400	400
Rex Mutual Water Company		600
Charles Snyder		114
Sunset Water Company	400	400
Upland Water Company	750	750
Heirs and Devises of Giovanni Vai, deceased		500
Hugh P. Crawford		120
Western Fruit Growers		120
Sapphire Mutual Water Company		None
G. N. Hamilton Ranch, a partnership		None
AGGREGATE STIPULATED WATER		22,721

EDWIN S. HELFET  
ATTORNEY AT LAW  
SANTA CLAYTON, CALIFORNIA

EXHIBIT 2

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WALKER, WRIGHT, TYLER & WARD  
210 W. 7th Street, Suite 631  
Los Angeles, 14, California,  
Trinity 8936

Attorneys for Plaintiff

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

SAN ANTONIO WATER COMPANY, a corporation,  
Plaintiff,

vs.

FOOTHILL IRRIGATION COMPANY, a corporation;  
SUNSET WATER COMPANY, a corporation; IOAMOS  
WATER COMPANY, a corporation; and OLD SETTLERS  
WATER COMPANY, a corporation; ALTA LOMA MUTUAL  
WATER COMPANY, a corporation; ARMSTRONG  
NURSERIES, a corporation; BANYAN HEIGHTS WATER  
COMPANY, a corporation; CARNELIAN WATER  
COMPANY, a corporation; CITRUS WATER COMPANY,  
a corporation; CUCAMONGA DEVELOPMENT COMPANY,  
a corporation; CUCAMONGA WATER COMPANY, a  
corporation; HEDGES WELL COMPANY, a corpora-  
tion; HELLMAN WATER COMPANY, a corporation;  
HERMOSA WATER COMPANY, a corporation;  
JOYA MUTUAL WATER COMPANY, a corporation;  
REX MUTUAL WATER COMPANY, a corporation;  
SAPPHIRE MUTUAL WATER COMPANY, a corporation;  
CHARLES SNYDER; UPLAND WATER COMPANY, a  
corporation; HENRY G. BODKIN and BANK OF  
AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Executors of the last will of Giovanni Vai,  
deceased; WESTERN FRUIT GROWERS, a corporation;  
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a partner-  
ship composed of Arthur Bridge, Helen Bridge, and  
Grace W. Burt; JOHN DOE ONE to THIRTY, inclusive,  
MARY ROE ONE to THIRTY inclusive, JOHN DOE  
COMPANY ONE TO TWENTY inclusive,

Defendants.

No.  
STIPULATION  
REGARDING  
TRIAL AND  
JUDGMENT

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff  
San Antonio Water Company and the undersigned defendants (said  
plaintiff and defendants being herein called "Stipulating parties")

SUNNY G. HELLYER  
ATTORNEY AT LAW  
SAN BERNARDINO, CALIFORNIA

SURR & HELLVER  
ATTORNEYS AT LAW  
SAN ANTONIO, CALIFORNIA

1 that:

2 FIRST: Each of the undersigned defendants hereby appears in  
3 the above entitled action. The allegations of the complaint on  
4 file in said action shall be deemed denied by the undersigned  
5 defendants, and they shall be and are deemed to have alleged in  
6 said action that they own such rights to the waters of Cucamonga  
7 Creek and of Cucamonga Basin (mentioned in said judgment) as may  
8 be supported by any evidence which may be introduced at the trial  
9 of said action.

10 SECOND: At any time after the filing of this stipulation  
11 said action may be tried as between the stipulating parties. Said  
12 trial may be held without notice if the undersigned counsel for the  
13 stipulating parties are present or represented at said trial, and  
14 in such case notice of said trial is hereby waived.

15 THIRD: The stipulating parties consent that a Decree in the  
16 form which precedes and is attached to this stipulation may be  
17 rendered and entered by the Court in said action, in the event  
18 the Court finds such judgment proper under the evidence which shall  
19 have been introduced.

20 FOURTH: The stipulating parties hereby waive the signing  
21 or filing of any Findings of Fact in said action in the event a  
22 decree in said form is to be rendered.

23 Dated: <sup>April</sup> ~~November~~ 25<sup>th</sup>, 1957.

24 SAN ANTONIO WATER COMPANY  
25 BY T. B. Livingston President  
26 AND C. C. [Signature] Secretary

27  
28 WALKER, WRIGHT, TYLER AND WARD  
29 BY William S. [Signature]  
Attorneys for Plaintiff

30 Foothill Irrigation Company  
31 BY Thomas H. [Signature] President  
32 AND Frank V. Van [Signature] Secretary

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IOANOSA WATER COMPANY

BY G. F. Green President  
AND Frank N. Van Fleet Secretary

OLD SETTLERS WATER COMPANY

BY Harold R. B. Stutz President  
AND Frank N. Van Fleet Secretary

SUNSET WATER COMPANY

BY Ernest E. Fisher President  
AND Emma M. Fisher Secretary

CUCAMONGA WATER COMPANY

BY Leon T. Lucas President  
AND Clifton K. Hoppell Secretary

ALTA LOMA MUTUAL WATER COMPANY

X BY C. J. Minor President  
AND Louise C. Wendert Secretary

ARMSTRONG NURSERIES, Inc.

X BY Clayton Armstrong President  
AND T. W. Brown Secretary

BANYAN HEIGHTS WATER COMPANY

X BY Robert C. Small President  
AND Robert C. Small Secretary

CARNELEAN WATER COMPANY

BY James C. DeLong President  
AND Robert C. Small Secretary

CITRUS WATER COMPANY

BY Goodwin T. Hill President  
AND John H. Hagan Secretary

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DIVISION OF THE  
SAN FRANCISCO, CALIFORNIA

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HEDGES WELL COMPANY,

BY Douglas B. King President  
AND Miss D. J. ... Secretary

HELLMAN WATER COMPANY

BY G. F. Grass President  
AND Frank N. Van ... Secretary

HERMOSA WATER COMPANY

BY Frank W. ... President  
AND Frank W. ... Secretary

JOYA MUTUAL WATER COMPANY

BY Frank ... President  
AND Frank ... Secretary

UPLAND WATER COMPANY

BY W. ... President  
AND J. ... Secretary

WESTERN FRUIT GROWERS

BY W. ... President  
AND M. ... Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY Robert ... President  
AND Frank ... Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY H. ... President  
AND Frank ... Secretary

Charles Snyder  
(Charles Snyder)  
Hugh P. Crawford  
(Hugh P. Crawford)

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HENRY G. BODKIN and  
BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION,  
As Executors of the Last Will of  
Giovanni Vai, deceased;

BY [Signature]  
ATTORNEY AT LAW  
X AND [Signature]  
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY [Signature]  
(Arthur Bridge)

BY [Signature]  
(Helen Bridge)

BY [Signature]  
(Grace W. Burt)  
Partners

REX MUTUAL WATER COMPANY

X BY [Signature] President  
AND [Signature] Secretary

SURR & HELLYER

BY [Signature]  
Attorneys for Ioamosa, Cucamonga,  
Banyan Heights, Joya Mutual, Rex Mutual,  
and Sapphire Water Companies, and for  
Hedges Well Company and Cucamonga  
Development Company.

SURR & HELLYER  
ATTORNEYS AT LAW  
2111 BRANBACH, CALIFORNIA

