

# Exhibit 1

Purchase and Sale  
Agreement for the Purchase  
of Water by Watermaster  
from the Overlying (Non-  
Agricultural) Pool

September 21, 2007

Attachment "G"

PURCHASE AND SALE AGREEMENT FOR  
THE PURCHASE OF  
WATER BY WATERMASTER  
FROM OVERLYING (NON-AGRICULTURAL) POOL

THIS AGREEMENT (Agreement) is dated 27th day of September, 2007, regarding the Chino Groundwater Basin.

RECITALS

WHEREAS, the Peace Agreement expressly authorized a transfer of water from the Overlying (Non-Agricultural) Pool to Watermaster for use as replenishment for the Desalters and for use in connection with a Storage and Recovery Program;

WHEREAS, Watermaster is evaluating its replenishment needs under the Judgment and several Storage and Recovery opportunities;

WHEREAS, Watermaster desires to purchase and the Overlying (Non-Agricultural) Pool desires to sell, all of the Non-Agricultural Pool water held in storage as of June 30, 2007;

WHEREAS, Watermaster is proposing an amendment to the Overlying (Non-Agricultural) Pool Pooling Plan set forth in Exhibit "G" to the Judgment whereby members of the Pool may offer water for purchase by Watermaster and thence the members of the Appropriative Pool under the process set forth therein;

NOW THEREFORE, in consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon the conditions precedent set forth herein, and for other good and valuable consideration, the Parties agree as follows:

A. Peace Agreement Transfer. This purchase and sale agreement is in accordance with Section 5.3(e) of the Peace Agreement that provides that "parties to the Judgment with rights within the Non-Agricultural (Overlying) Pool shall have the additional rights to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program."

B. Quantity. The quantity of water being made available to Watermaster by the Non-Agricultural (Overlying) Pool on a one-time basis ("Storage Transfer Quantity") is equivalent to the total quantity of water held in storage by the members of the Overlying (Non-Agricultural) Pool held in storage on June 30, 2007 ("Storage Quantity"), less a ten percent dedication for the purpose of Desalter Replenishment, less the quantity of water transferred pursuant to paragraph.I below ("Special Transfer Quantity").

September 21, 2007

C. **Notice.** Within twenty-four months of the final Court approval of this Agreement ("Effective Date"), and only with the prior approval of the Appropriative Pool, Watermaster will provide written **Notice of Intent to Purchase** the Non-Agricultural (Overlying) Pool water pursuant to Section 5.3(a) of the Peace Agreement, which therein identifies whether such payment will be in connection with Desalter Replenishment or a Storage and Recovery Program.

D. **Payment.** Commencing thirty (30) calendar days from the Notice of Intent to Purchase ("Payment Date") Watermaster will pay to the Non-Agricultural Overlying Pool for each acre-foot of the Storage Transfer Quantity in accordance with the following schedule as the schedule is adjusted for inflation by the consumers price index ("cpi") for San Bernardino County from May 31, 2006 until the Payment Date.:

1. \$215 times 1/4 of the Storage Transfer Quantity on the Payment Date.
2. \$220 times 1/4 of the Storage Transfer Quantity on the first anniversary of the Payment Date.
3. \$225 times 1/4 of the Storage Transfer Quantity on the second anniversary of the Payment Date
4. \$230 time 1/4 of the Storage Transfer Quantity on the third anniversary of the Payment Date.

However, all payments provided for herein, including inflation adjustments, are subject to an express price cap and will not exceed ninety-two (92) percent of the then prevailing MWD replenishment rate in any year.

E. **Dedication to Desalter Replenishment.** Upon Watermaster's issuance of its written **Notice of Intent to Purchase**, and Watermaster's tender of its initial payment on the Payment Date, ten (10) percent of the Storage Quantity will be dedicated for replenishment of Desalter production without compensation. Watermaster will receive but will not pay for this dedication.

F. **Use and Distribution.** Watermaster will take possession of the water made available pursuant to this Agreement and make use of and distribute the water made available in a manner consistent with Section 5.3(e) of the Peace Agreement.

G. **Condition Precedent.** This Agreement and the Parties performance hereunder are expressly conditioned upon Court approval of this Agreement.

H. **Early Termination.** This Agreement will expire and be of no further force and effect if: Watermaster does not issue its **Notice of Intent to Purchase** in accordance with Paragraph D above within twenty-four (24) months of Court approval. Upon Watermaster's failure to satisfy the condition subsequent, the rights of the Non-Agricultural (Overlying) Pool will remain unaffected and without prejudice as result of their having executed this Agreement except that in the event of Early Termination, the Storage Transfer Quantity, will then be made available for purchase by Watermaster and thence the members of the Appropriative Pool in accordance with Paragraph 9.(iv) of Amended Exhibit G, the Overlying (Non-Agricultural) Pool,

September 21, 2007

Pooling Plan, including the requirement of a ten percent dedication towards Desalter replenishment.

I. One Time Transfer in Furtherance of the Physical Solution and in Aid of Desalter Replenishment ("Special Transfer Quantity"). In consideration of the Overlying (Non-Agricultural) Pool members' irrevocable commitment made herein and in the Peace II Measures Watermaster will purchase and immediately make available the quantity of 8,530 acre-feet (less a ten percent dedication to Watermaster for Desalter Production) to the San Antonio Water Company (SAWCO) and Vulcan Materials, a member of the Overlying (Non-Agricultural) Pool under terms established as between those parties. This One Time Transfer is in addition to and without prejudice to the discretionary rights of the members of the Overlying (Non-Agricultural) Pool to make available and Watermaster and members of the Appropriate Pool to purchase water as Physical Solution transfers. No member of the Appropriate Pool, other than SAWCO assumes any responsibility for the purchase of this Special Transfer Quantity from Vulcan.

IN WITNESS THEREOF, the Parties hereto have set forth their signatures as of the date written below:

Dated:

NON-AGRICULTURAL OVERLYING POOL

By \_\_\_\_\_



# Exhibit 2

Plaintiff's Post Trial  
Memorandum, filed  
July 12, 1978

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ORIGINAL FILED

JUL 12 1978  
V. DENNIS WARDLE  
COUNTY CLERK

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

14 CHINO BASIN MUNICIPAL WATER )  
15 DISTRICT, )  
16 )  
17 Plaintiff, )  
18 )  
19 v. )  
20 )  
21 CITY OF CHINO, et al. )  
22 )  
23 Defendants. )  
24 )  
25 )  
26 )  
27 )  
28 )

No. 164327

PLAINTIFF'S POST TRIAL  
MEMORANDUM

29 Pursuant to order of the Court issued January 27, 1978,  
30 Judgment was entered in this action whereby the Court retained  
31 continuing jurisdiction of the matter.

32 To assist the Court in such continuing jurisdiction the  
33 plaintiff, Chino Basin Municipal Water District, hereby submits  
34 this Post Trial Memorandum setting forth the statement of the  
35 nature of the action, and the principle characteristics of the  
36 Judgment.

37 - - - - -  
38 - - - - -

I.

NATURE OF ACTION

This action is a plenary adjudication of all rights in and to the ground waters of Chino Basin and its storage capacity. The case is predicated on the fact that the basin is, and since at least 1953 has been, in a condition of overdraft.

The Judgment adjudicated the rights of several hundred overlying landowners, producing in the aggregate over sixty percent of the basin supply for agricultural use, as well as several substantial industrial and commercial producers of water for use on their overlying lands, cities, public water districts, utilities, and mutual water companies all of whom produce water from the basin.

Each of the defendants named in the Judgment is a water producer or other water claimant or public water district within the Chino Basin. Each such defendant has been identified as a member of one of the following three groups:

a. Overlying (Agricultural) Producers -- A party entitled to possession of lands overlying Chino Basin producing water from such basin for overlying agricultural use on said lands.

b. Overlying (Non-Agricultural) Producers -- A party entitled to possession of lands overlying Chino Basin producing water from such basin for overlying use on said lands for other than agricultural purposes.

c. Appropriator -- A party producing water from Chino Basin pursuant to an appropriative or prescriptive right, which right is protected from loss or diminution by prescription by the provisions of Section 1007 of the California Civil Code.



1 II.

2 HIGHLIGHTS OF THE JUDGMENT

3 A. Declaration of Rights.

4 1. Overlying Agricultural Rights. Because of the nature  
5 of the Physical Solution and the method of assessment proposed for  
6 the exercise of overlying agricultural rights, it was not necessary  
7 to declare individual overlying rights. This avoided a dual problem  
8 First, the total number of parties in the category exceeded 1,200.  
9 Second, the available records and measuring devices for precise  
10 calculation of individual rights was less than adequate. Thus the  
11 rights of all agricultural users have been declared in gross for  
12 all necessary purposes of the Judgment.

13 2. State of California. Because of the several diverse  
14 and complex interests of the State of California, and in view of  
15 the willingness of the State to stipulate to be bound by the  
16 Physical Solution of the Judgment, no attempt was made in the  
17 Judgment to define or categorize the rights of the State of Cali-  
18 fornia. The State and its agencies were subjected by Judgment, to  
19 the Physical Solution, and their rights are treated in gross along  
20 with the overlying agricultural rights.

21 3. Appropriative Rights. The twenty-two parties in the  
22 "Appropriative Pool" have rights which are appropriative and pre-  
23 scriptive in nature. Under full adjudication of such rights to  
24 ground water each would have had differing priorities and quantities.  
25 The complexity of such determination was avoided by resorting to  
26 principles of mutual prescription in the Judgment. Thus, all of  
27 the parties who are appropriators have been adjudged that their  
28 rights have equal priority.

1 B. Continuing Jurisdiction of Watermaster Provisions.

2 1. Exemptions from Continuing Jurisdiction. The Court,  
3 with limited exceptions, retained continuing jurisdiction of the  
4 case. Exempted (either entirely or for a specific period of time)  
5 from the Court's continuing jurisdiction was the re-determination  
6 of Safe Yield and modifications of assessment formulas in the  
7 appropriate pool for a period of ten years.

8 2. Watermaster Organization and Powers. The public  
9 interests in the preservation of the water resource was protected  
10 and assured in the sense that the Court's Watermaster is an over-  
11 lying district, which holds no rights to produce ground water but  
12 is the importing agency bringing supplemental water into the basin.  
13 At the same time, the Watermaster Advisory Committee was created  
14 and given broad powers to review, advise and consent to the actions  
15 of the Watermaster, subject to more detailed actions by pool com-  
16 mittees formed to advise, consent and administer the affairs of the  
17 several pools established under the Physical Solution. In these  
18 many provisions, there is a balance created to assure the protection  
19 of the private rights of the parties and the general public interest  
20 in the preservation of the resource.

21 C. Physical Solution. The Physical Solution is the heart of  
22 the Judgment. It is essential to understanding of the Physical  
23 Solution that it be recognized that there is sufficient water to  
24 meet the needs of all of the parties. This is because there are  
25 significant imported water supplies available to supplement the  
26 native Safe Yield of the basin. However, the supplemental waters  
27 are significantly more expensive than local ground waters. Accord-  
28 ingly, the function of the Judgment, and of its Physical Solution,

1 is to provide an equitable and feasible method of assuring that all  
2 parties share in the burden of the costs of importing the necessary  
3 supplemental water to achieve a hydrologic balance within Chino  
4 Basin.

5 The Physical Solution provides the mechanics by which the  
6 management plan is implemented. The basic concept of the Physical  
7 Solution is similar to that adopted in the prior ground water  
8 adjudications in Southern California, i.e., the parties are entitled  
9 to produce their requirements for ground water from the basin,  
10 provided that they contribute, by Watermaster assessments, sufficient  
11 money to assure purchase of supplemental water to replace any  
12 aggregate production in excess of the Safe Yield. It is in the  
13 detailed formulation of that Physical Solution that some of the  
14 most interesting features of the Judgment were developed.

15 1. Multiple Pool Plans. All of the parties have been  
16 categorized into three major pools. The total Safe Yield of the  
17 basin has been allocated as between the three pools with each pool  
18 assuming a level of reduction in aggregate rights below current  
19 levels of production. Within each pool, by utilizing this format,  
20 the Judgment grouped parties with distinct economic and social  
21 concerns in a manner allowing them to provide the necessary funding  
22 within their particular needs and requirements. For example, it is  
23 of importance to agricultural operations that the total cost of  
24 water be kept to a minimum. It is also important to the entire  
25 area that the Physical Solution be structured so as to encourage  
26 continued commitment of land to agricultural or "green belt" activities.  
27 Accordingly, approximately 60% of the Safe Yield of the basin is  
28 committed, in gross, to the Overlying (Agricultural) Pool. Over

1 production by that pool, in the aggregate, is to be replaced by a  
2 gross assessment on all production by all parties within the pool  
3 The net effect of the use of this assessment technique, under cur-  
4 rent conditions, is an assessment in the magnitude of \$5.00 per  
5 acre foot for replenishment water.

6 On the other hand, overlying industrial and commercial  
7 users do not find the cost of water to be as critical a factor.  
8 Accordingly, the more traditional "net assessment" formula was  
9 used with rights being allocated among the twelve members of the  
10 Overlying (Non-Agricultural) Pool. In this assessment mode, over-  
11 production is replenished on the basis of an assessment for the  
12 full cost of excess water produced on an acre foot per acre foot  
13 basis.

14 In the case of the Appropriators, the Judgment developed  
15 formula whereby the total over-production by that pool is met by  
16 a gross assessment as to 15% of the cost and a net assessment as t  
17 the remaining 85% of the cost.

18 The Judgment then leaves the assessment pattern within  
19 each pool under the continuing jurisdiction provisions subject to  
20 review and modification by the Court. Thus, each category of  
21 producers retains the maximum flexibility to meet future and  
22 developing circumstances. In this regard, the Judgment specifically  
23 recognizes the impact of social-economic conditions and provides  
24 for continuing study of those factors.

25 2. Operating Safe Yield. The concept of operating Safe  
26 Yield was applied with regard to the Appropriative Pool. The net  
27 effect of the concept was to allow limited mining of water in  
28 storage in excess of Safe Yield during the early period of the

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1 Physical Solution in order to reduce the burden of assessment. As  
2 a result, provision was made for limited extractions by the Approp-  
3 priative Pool in excess of that pool's share of the Safe Yield.  
4 Offsetting that right is the fact that the Appropriative Pool takes  
5 the full burden of reductions in the Safe Yield if such reductions  
6 should occur in the future. A maximum limit of 200,000 acre feet  
7 has been placed upon the aggregate mining of water authorized under  
8 this provision of the Judgment.

9       3. Ground Water Storage Contracts. The utilization of  
10 excess ground water storage capacity has been recognized in the  
11 Judgment. The administration of activities of storing water to  
12 utilize that capacity are provided for in underground storage  
13 agreements pursuant to Watermaster regulations. This is an enormou  
14 significant aspect of the adjudication, in view of the existence of  
15 approximately 2,000,000 acre feet of unused storage capacity withir  
16 the basin, the largest resource of its kind in Southern California.

17       4. In Lieu Areas. The element of water quality, hereto-  
18 fore only peripherally approached in ground water adjudication, was  
19 accommodated in the Judgment by provision for "in lieu areas."  
20 Therein producers may obtain compensation for water left in the  
21 ground in lieu of its production pursuant to adjudicated rights.  
22 Provision is made within the Judgment for "in lieu areas" to be  
23 established by action of the Court.

24       5. Facilities Equity Assessment. In the Appropriative  
25 Pool, provision has been made for implementation of a "facilities  
26 equity assessment" as an aid to a gross assessment if that was  
27 ultimately adopted by the pool. These provisions are generally  
28 patterned on the statutory solution involved in the Basin Equity

1 Assessment provisions of the Orange County Water District Act.

2 6. Agency Contracts for Exercise of Overlying (Non-  
3 Agricultural) Rights. The overlying rights of the Non-Agricultura  
4 Pool may be well exercised ultimately by municipal systems of  
5 parties within the Appropriative Pool. Inasmuch as the overlying  
6 right by its nature is appurtenant to the land and cannot be trans-  
7 ferred, provision is made for an appropriator to enter into and  
8 approve an agency agreement to produce water for delivery to the  
9 overlying land pursuant to its overlying right.

10 7. Unallocated Safe Yield Water. It is contemplated tha  
11 over a long period of years, agricultural production may well fall  
12 substantially below the aggregate amount of the Safe Yield right  
13 allocated to the pool. That Safe Yield right will remain availabl  
14 for agricultural use, but in a given year or a series of years  
15 there may be a substantial amount of Safe Yield water which is not  
16 pumped by Overlying Agricultural Pool parties. The Judgment adopt  
17 a formula for allocating that unpumped water among the members of th  
18 Appropriative Pool by first, replacing any reductions in Safe Yiel  
19 (the full impact of which falls on the Appropriative Pool), and  
20 then to recognize the conversion of agricultural land to municipal  
21 and domestic purposes.

22 8. Use of Reclaimed Water. Reclaimed water is recognized  
23 as part of supplemental water subject to use for replenishment by  
24 Watermaster or for storage by any party.

25 9. Export. The Judgment did not limit or prohibit export  
26 of ground water production, but such export over base export  
27 quantities was made subject to a full net assessment. That is, a  
28 party producing "new" water for export must pay an assessment

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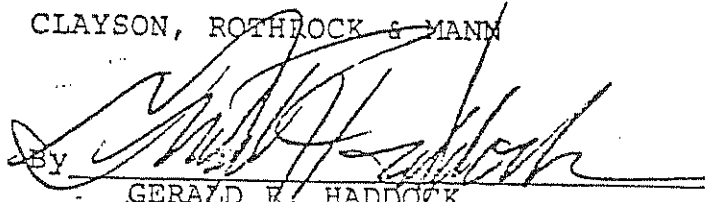
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sufficient to buy or replenishment water to replace exported water  
acre foot for acre foot.

10. Unlawful Pumping Practices. The Judgment does not  
preclude the prosecution of any cause of action which may arise  
with relation to the location on the extent of pumping between  
neighboring well owners which may constitute a wrongful interference.  
The subject matter of the Judgment is the determination and allocation  
of rights in the gross quantity of water representing the  
Safe Yield of the ground water basin.

DATED: July 11, 1978.

DONALD D. STARK  
A Professional Corporation  
CLAYSON, ROTHLOCK & MANN

BY   
GERALD R. HADDOCK  
Attorneys for Plaintiff

# Exhibit 3

Judgment in Chino Basin  
Municipal Water District v.  
City of Chino et al., San  
Bernardino County Superior  
Ct. Case No. RCV 51010  
(1978) and all exhibits  
thereto (Unamended)



*Rec'd S. Stark  
Jan 27, 1978  
td*

FILED

JAN 30 AM 11 41

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FILED - West District  
San Bernardino County Clerk

OCT 26 1989

*Carey Jennings*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

MICROFILMED

No. 164327

*RCN 51010*

JUDGMENT

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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.

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

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

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

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

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

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

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

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

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

26 (o) Person. Any individual, partnership, association,  
27 corporation, governmental entity or agency, or other organ-  
28 ization.



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

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District.

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

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

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

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

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

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

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

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

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

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

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

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

"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

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

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



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

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

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

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 Wastermaster.

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)	7,366 acre feet per year.
17	Pool.	
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



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

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

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.

5  
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

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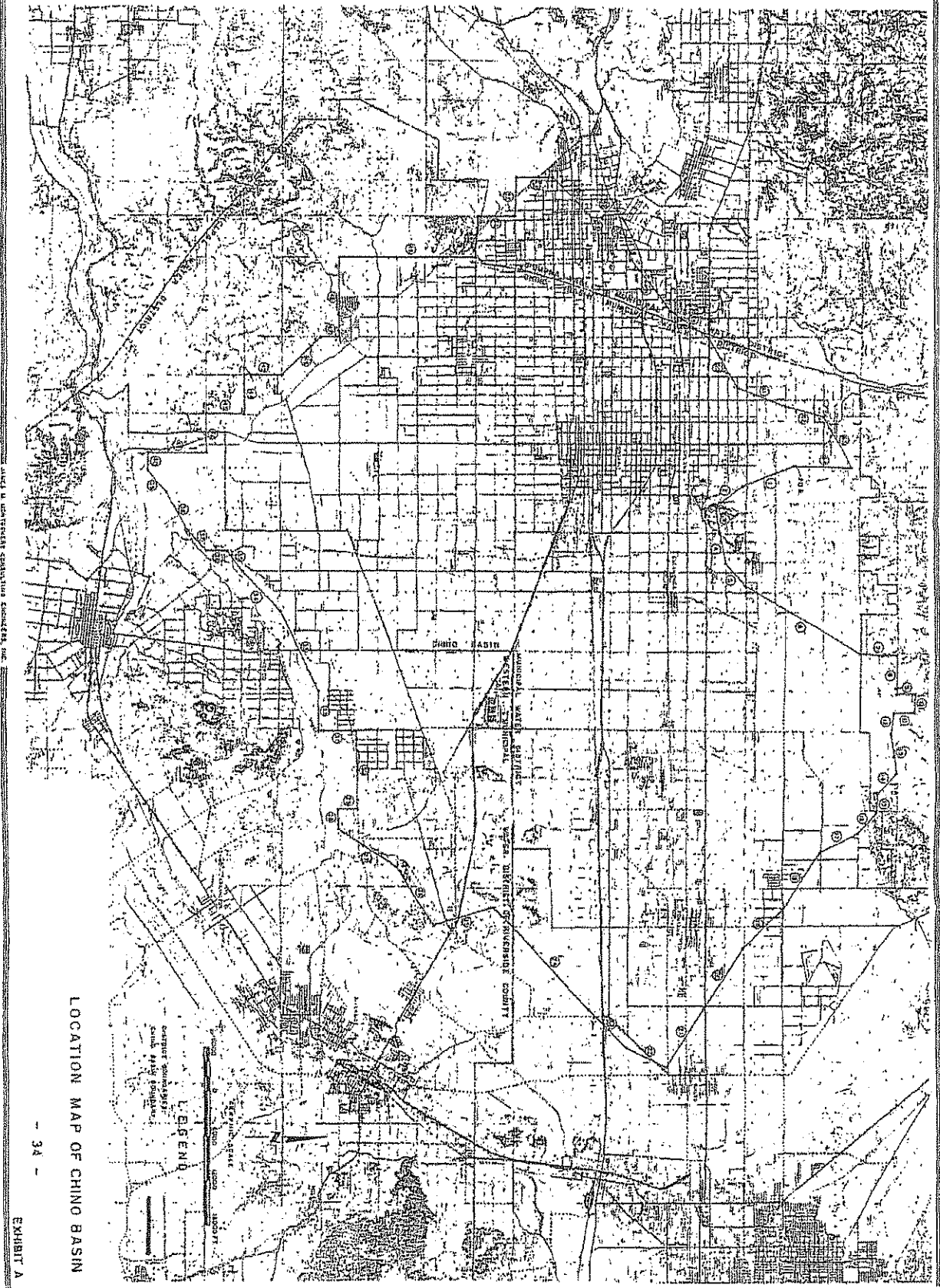
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licensees and upon the agents, employees and attorneys in fact of all such persons.

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

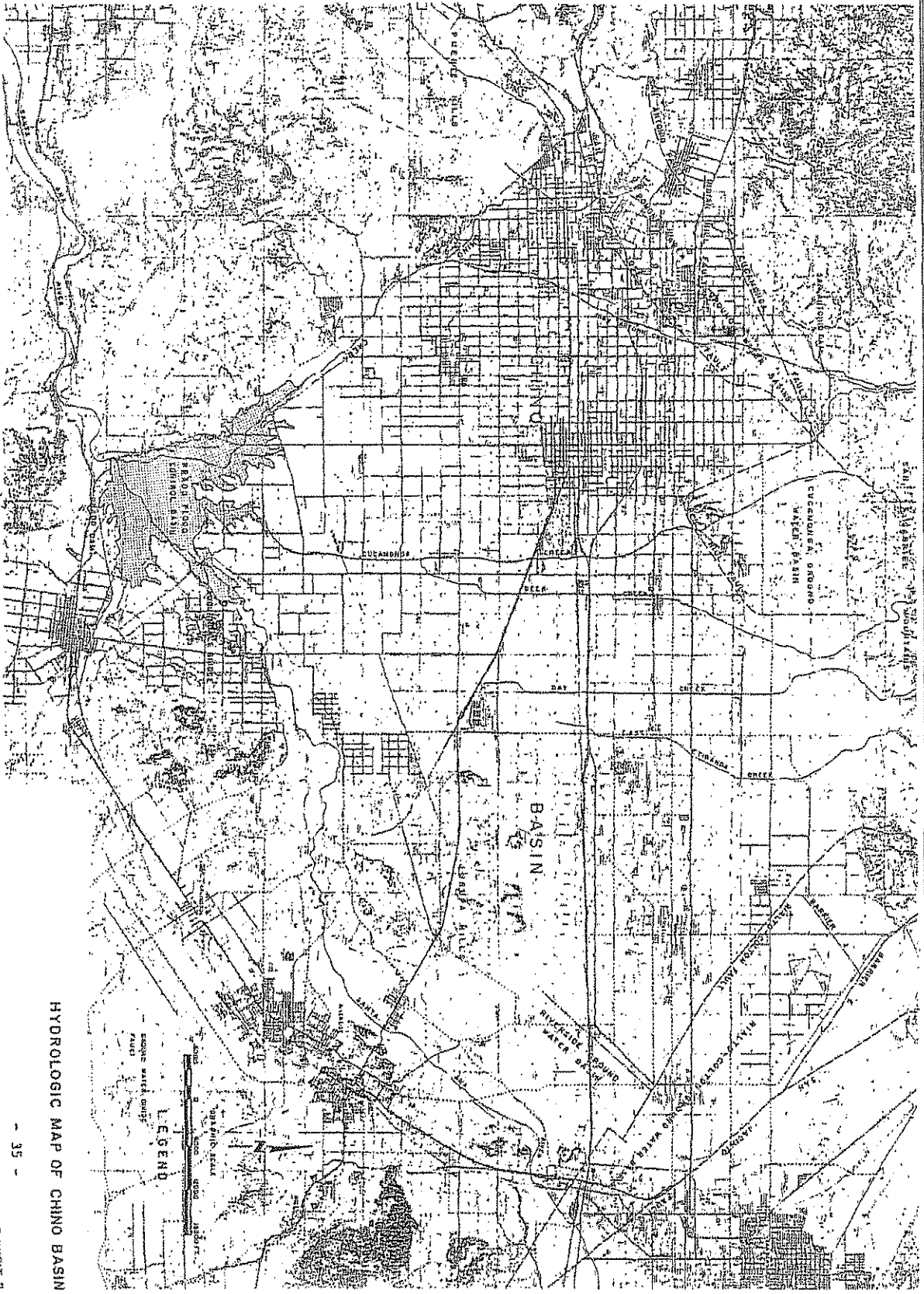
Dated: JAN 27 1978

Armond B. Ulleri  
Judge



LOCATION MAP OF CHINO BASIN

DAVID H. SCHROEDER CONSULTING ENGINEERS, INC.



HYDROLOGIC MAP OF CHINO BASIN

Prepared by JAMES H. WILSON & COMPANY CONSULTING ENGINEERS, INC.



STIPULATING OVERLYING AGRICULTURAL PRODUCERS

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

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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.	Bohlender & 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"

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

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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	Cadlini, Donald	Cihigoyenette, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, 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

RAY OFFICES  
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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

EXHIBIT "C"

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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

EXHIBIT "C"

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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.

EXHIBIT "C"

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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.

EXHIBIT "C"



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.

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	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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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

EXHIBIT "C"

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

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

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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 L.
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.

EXHIBIT "C"

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



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

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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 Surksun, Anthonetta
23	Van Dyk, Bart	Van Surksun, 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

EXHIBIT "C"

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2061 BUSINESS CENTERS DRIVE  
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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

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

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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
		Zwaagstra, Jessie M.
28	Wiersma, Gladys J.	Zwart, Case

EXHIBIT "C"

NON-PRODUCER WATER DISTRICTS

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

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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

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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 "D"

OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
Ameron Steel Producers, Inc.	125	97.958
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

EXHIBIT "D"

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	0.853
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>1.720</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "E"

EXHIBIT "F"  
OVERLYING (AGRICULTURAL) POOL  
POOLING PLAN

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

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

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

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

28 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

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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 Overlying [Agricultural] Pool) -- shall be a member of this pool.  
8 All initial members of the pool are listed in Exhibit "E", together  
9 with their respective appropriative rights and acre foot allocation  
10 and percentage shares of the initial and subsequent Operating Safe  
11 Yield.

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

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

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

27 \*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"

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

1 production by this pool has increased by 30% or more over the  
2 decreed appropriative rights, whichever is first.

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

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

28 (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

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.

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

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

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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administering its program and in amplification of the provisions,  
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

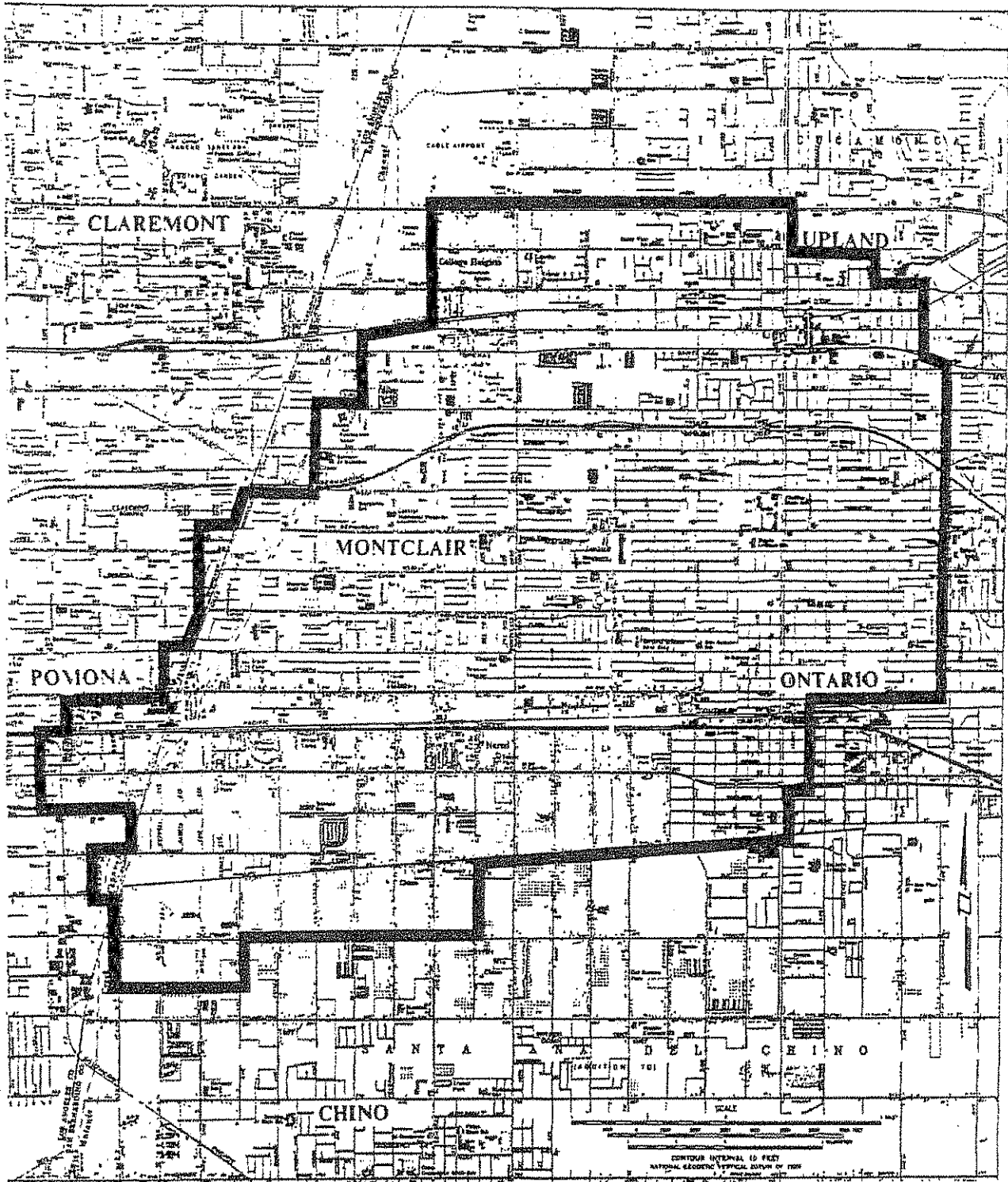
25 [2] in lieu deliveries of supplemental water for  
26 direct use.

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

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



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

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;

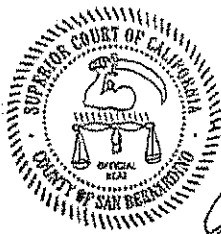
50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;

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.

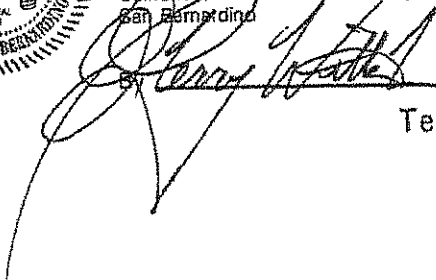


THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 29 2002

ATTEST

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

 Deputy

Terry Wittenbarr

92 pages

# Exhibit 4

Current List of Members of  
Non-Agricultural Pool

# NON-AGRICULTURAL POOL

CALENDAR YEAR 2010

Member	Alternate	Association	Agency
Bowcock, Bob, Chair		Non-Agricultural	Vulcan Materials, Company (Calmat Division)
	Sage, Kevin, Vice-Chair	Non-Agricultural	Vulcan Materials, Company (Calmat Division)
Ward, Mark		Non-Agricultural	Ameron Steel
		Non-Agricultural	Angelica Textile Services
Geye, Brian		Non-Agricultural	California Speedway
Arbelbide, Steve		Non-Agricultural	California Steel Industries (CSI)
	Poulsen, Dennis	Non-Agricultural	California Steel Industries (CSI)
		Non-Agricultural	CCG Ontario, LLC (Catellus)
El Amamy, Mohammed		Non-Agricultural	City of Ontario
Hamilton, Lisa		Non-Agricultural	General Electric Company (Geomatrix)
Penrice, David		Non-Agricultural	Aqua Capital Management LP
Yahr, Gerald		Non-Agricultural	KCO,LLC/The Kohll Company
Riboli, Steve		Non-Agricultural	San Antonio Winery
Starnes, David		Non-Agricultural	Swan Lake Mobil Home Park
Stubbings, Curtis		Non-Agricultural	Praxair, Inc.
	Han, Roger	Non-Agricultural	Praxair, Inc.
Whritenour, Glen		Non-Agricultural	Reliant Energy
	Lawhn, Bob	Non-Agricultural	Reliant Energy
Malpezzi, Michael B.		Non-Agricultural	San Bernardino County
Jenkins, James		Non-Agricultural	San Bernardino County, Dept of Airports
Rosa, Jorge Jr.		Non-Agricultural	Southern California Edison
Thies, Michael		Non-Agricultural	Space Center Mira Loma
	Cruikshank, Tom	Non-Agricultural	Space Center Mira Loma
Leaman, Ted		Non-Agricultural	Sunkist Growers Incorporated
	Ayers, John	Non-Agricultural	Sunkist Growers Incorporated
		Non-Agricultural	West Venture Development



