

**WATER TRANSFER INFORMATION NEEDED  
FOR THE WATER ACTIVITY REPORTS AND  
THE ASSESSMENT PACKAGE**

FISCAL YEAR 20\_\_ - 20\_\_

DATE REQUESTED: \_\_\_\_\_

AMOUNT REQUESTED: \_\_\_\_\_ Acre-Feet

SALES PRICE: \$\_\_\_\_\_ / Acre-Foot

(Needed for Assessment Package)

IF 85/15 RULE APPLIES, 15% GOES TO:

Seller  Buyer  N/A

TRANSFER FROM (SELLER / TRANSFEROR):

TRANSFER TO (BUYER / TRANSFEREE):

\_\_\_\_\_  
Name of Party

\_\_\_\_\_  
Name of Party

I declare under penalty of perjury that the date, quantity, \$/AF, and party to receive the 15% credit in the Assessment Package entered above is accurate, and if asked to do so, my city/agency/company would provide copies of documentation to validate the transaction.

\_\_\_\_\_  
Seller / Transferor Representative Signature

\_\_\_\_\_  
Buyer / Transferee Representative Signature

\_\_\_\_\_  
Seller / Transferor Representative Name (Printed)

\_\_\_\_\_  
Buyer / Transferee Representative Name (Printed)

**THIS PAGE IS TO BE KEPT CONFIDENTIAL UNTIL  
THE FISCAL YEAR IS OVER AND THE  
WATER ACTIVITY REPORTS ARE CREATED.**

**CONSOLIDATED WATER TRANSFER FORMS:  
 FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE  
 FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE  
 FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD**

FISCAL YEAR 20\_\_ - 20\_\_

DATE REQUESTED: \_\_\_\_\_

AMOUNT REQUESTED: \_\_\_\_\_ Acre-Feet

<b>TRANSFER FROM (SELLER / TRANSFEROR):</b>	<b>TRANSFER TO (BUYER / TRANSFEREE):</b>
Name of Party _____	Name of Party _____
Street Address _____	Street Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Telephone _____	Telephone _____
Facsimile _____	Facsimile _____

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes  No

**PURPOSE OF TRANSFER:**

- Pump when other sources of supply are curtailed
- Pump to meet current or future demand over and above production right
- Pump as necessary to stabilize future assessment amounts
- Other, explain \_\_\_\_\_

**WATER IS TO BE TRANSFERRED FROM:**

- Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- Storage
- Annual Production Right / Operating Safe Yield first, then any additional from Storage
- Other, explain \_\_\_\_\_

**WATER IS TO BE TRANSFERRED TO:**

- Annual Production Right / Operating Safe Yield (common)
- Storage (rare)
- Other, explain \_\_\_\_\_

**IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be “yes.”)**    Yes     No

Is the Buyer an 85/15 Party?    Yes     No

Is the purpose of the transfer to meet a current demand over and above production right?    Yes     No

Is the water being placed into the Buyer’s Annual Account?    Yes     No

**IF WATER IS TO BE TRANSFERRED FROM STORAGE:**

\_\_\_\_\_  
Projected Rate of Recapture

\_\_\_\_\_  
Projected Duration of Recapture

**METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):**

\_\_\_\_\_

**PLACE OF USE OF WATER TO BE RECAPTURED:**

\_\_\_\_\_

**LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):**

\_\_\_\_\_

**WATER QUALITY AND WATER LEVELS**

Are the Parties aware of any water quality issues that exist in the area?    Yes     No

If yes, please explain:

\_\_\_\_\_

What are the existing water levels in the areas that are likely to be affected?

\_\_\_\_\_

**MATERIAL PHYSICAL INJURY**

Are any of the recapture wells located within Management Zone 1?    Yes     No

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application?    Yes     No

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SAID TRANSFER SHALL BE CONDITIONED UPON:**

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

**ADDITIONAL INFORMATION ATTACHED**

Yes  No

\_\_\_\_\_  
Seller / Transferor Representative Signature

\_\_\_\_\_  
Buyer / Transferee Representative Signature

\_\_\_\_\_  
Seller / Transferor Representative Name (Printed)

\_\_\_\_\_  
Buyer / Transferee Representative Name (Printed)

**TO BE COMPLETED BY WATERMASTER STAFF:**

DATE OF WATERMASTER NOTICE: \_\_\_\_\_

DATE OF APPROVAL FROM APPROPRIATIVE POOL: \_\_\_\_\_

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: \_\_\_\_\_

DATE OF APPROVAL FROM AGRICULTURAL POOL: \_\_\_\_\_

HEARING DATE, IF ANY: \_\_\_\_\_

DATE OF ADVISORY COMMITTEE APPROVAL: \_\_\_\_\_

DATE OF BOARD APPROVAL: \_\_\_\_\_