

APPENDIX 1

FORMS

- Form 1 Application for Local Storage Agreement**
- Form 2 Application for Recharge**
- 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**
- Form 6 Application by a Party to the Judgment to Participate in a Storage & Recovery Program**
- Form 7 Application for Reimbursement or Credit Against OBMP Assessment**
- Form 8 Standard Local Storage Agreement**
- Form 9 Voluntary Agreement for Service to an Agricultural Pool Party by an Appropriative Pool Party**
- Form 10 Standard Form Regarding Provision of Service to a Non-Agricultural Pool Party by an Appropriative Pool Party**
- Form 11 Notice of Land-Use Conversion**

APPLICATION FOR LOCAL STORAGE AGREEMENT

APPLICANT

Name of Party, Date Requested, Date Approved, Street Address, Amount Requested, Amount Approved, City, State, Zip Code, Telephone, Facsimile

TYPE OF WATER TO BE PLACED IN STORAGE

- [] Excess Carry Over [] Local Supplemental or Imported [] Both

PURPOSE OF STORAGE - Check all that may apply

- [] Stabilize or reduce future water costs/assessments. [] Facilitate utilization of other available sources of supply. [] Facilitate replenishment under certain well sites. [] Preserve pumping right for a changed future potential use. [] Other, explain

METHOD AND LOCATION OF PLACEMENT IN STORAGE - Check and attach all that may apply

- [] Recharge (Form 2) [] Transfer of Right to Water in Storage (Form 3) [] Transfer from another party to the Judgment (Form 5)

METHOD AND LOCATION OF RECAPTURE FROM STORAGE - Check and attach all that may apply

- [] Pump from my wells (Form 4) [] Transfer to another party to the Judgment (Form 3)

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Blank lines for text input

MATERIAL PHYSICAL INJURY

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?

Blank lines for text input

ADDITIONAL INFORMATION ATTACHED

Yes [] No []

Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

APPLICATION FOR RECHARGE

APPLICANT

Name of Party

Date Requested

Date Approved

Street Address

Amount Requested Acre-feet

Amount Approved Acre-feet

City

State

Zip Code

Projected Rate of Recharge

Projected Duration of Recharge

Telephone:

Facsimile:

SOURCE OF SUPPLY

Water from:

- [] State Water Project
[] Colorado River
[] Local Supplemental
[] Recycled Water
[] Other, explain

Source:

METHOD OF RECHARGE

- [] PERCOLATION

Basin Name

Location

- [] INJECTION

Well Number

Location (attach map)

- [] EXCHANGE

Facility Name

Share of Safe Yield

Carry Over Right

Water in Storage

Pumping Capacity (cfs)

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

Two horizontal lines for text input.

MATERIAL PHYSICAL INJURY

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?

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____ Agreement # _____

**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.**

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: _____

ADDITIONAL INFORMATION ATTACHED

Yes [] No []

Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____

APPLICATION FOR REIMBURSEMENT OR CREDIT AGAINST OBMP ASSESSMENT

APPLICANT

REQUESTING

Credit []

Reimbursement []

Name of Party

Date Requested

Date Approved

Street Address

City State Zip Code

Telephone:

Facsimile:

DESCRIPTION OF PROJECT OR PROGRAM FOR WHICH REIMBURSEMENT OR CREDIT IS SOUGHT

(Include a description of how the project/program accomplishes or contributes to the accomplishment of the goals of the OBMP as well as time of implementation and schedule for completion - see Sections 4.9 & 10.9 of the Rules & Regulations)

MATERIAL PHYSICAL INJURY

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 project/program? Yes [] No []

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

PROJECTED PROJECT OR PROGRAM COSTS

(a) Capital: (b) Operations and Maintenance:

(c) Cumulative Project or Program Cost:

\$ AMOUNT OF CREDIT OR REIMBURSEMENT REQUESTED _____

ADDITIONAL INFORMATION ATTACHED Yes [] No []

Applicant

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____

**STANDARD
LOCAL STORAGE AGREEMENT # _____**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between Chino Basin Watermaster, (herein "Watermaster") and _____, (herein "Local Storage Party") pursuant to the Judgment entered January 27, 1978 and the Peace Agreement and Implementation Plan dated June 29, 2000.

STORAGE AUTHORITY. The authority is hereby granted to the above Storage Party, pursuant to the terms and conditions hereof, to store _____ acre-feet of water in the Chino Basin and to recapture the same for reasonable beneficial use as indicated on the forms or attachments below: The right to store water under this Local Storage Agreement is not transferable or assignable.

Excess Carry Over Local Supplemental or Imported Both

STORAGE APPROVAL. In submitting the Application for Local Storage, Applicant presented the following forms in addition to Form 1:

- Form 2 Application for Recharge
- Form 3 Application for Sale or Transfer of Right to Produce Water in Storage
- Form 4 Application or Amendment to Application to Recapture Water in Storage
- Form 5 Application Transfer Annual Production Right or Safe Yield
- Form 6 Application by a Party to the Judgment to Participate in a Storage & Recovery Program
- Form 7 Application for Reimbursement or Credit Against OBMP Assessments

All additional forms are included herein by reference and deemed approved or conditioned as attached.

TERM OF AGREEMENT. This Agreement shall continue in effect coterminous with the Peace Agreement unless or until the Agreement is modified, amended or terminated by Watermaster action. Except for losses or other factors as Watermaster may establish, any water in storage at the time of termination of this Agreement shall remain to the credit of Storage Party for subsequent recapture in its normal operations, i.e., termination of the Agreement shall affect termination of the right to place water in storage, but shall not impair the integrity of water stored or the right to recapture the same. Local Storage Agreements do not require court approval.

This Agreement and all provisions thereof are applicable to and binding upon not only the parties hereto, but also upon their respective heirs, executors, administrators, successors, assigns, lessors and licensees and upon the agents, employees and attorneys in fact of all such persons.

The following standard terms and conditions are deemed incorporated in any local storage agreement approved by Watermaster.

ASSIGNMENT OF STORAGE CAPACITY. Storage capacity is not assignable. Water in storage may be assigned, sold, leased or transferred as herein or subsequently approved.

LOSSES ATTRIBUTABLE TO STORED WATER. Pursuant to the Peace Agreement, losses may be applied to water stored hereunder after July 1, 2005.

RECAPTURE. Storage Party may recapture Stored Water by the direct extraction of groundwater from Chino Basin as herein approved by Watermaster. Each Storage Party shall apply to Watermaster in writing using Form 4 at least thirty (30) days prior to commencement of direct recapture if Form 4 is not included herewith, or if the recapture plan is different than that originally submitted to Watermaster. Watermaster shall determine whether significant adverse impacts will result to the Chino Basin and to other producers by reason of such production and shall either confirm, deny, or modify such proposed extraction schedule.

PROCEDURES AND ACCOUNTING FOR WATER STORED. Watermaster shall maintain a continuing account of water stored in and recaptured from Storage Party's account, which shall be available for review upon reasonable notice by Storage Party.

REPORTS TO WATERMASTER. Storage Party shall file with Watermaster such reports, forms, or additional information as is reasonably required by Watermaster in order to provide full information as to storage, losses and recapture of Stored Water hereunder.

WATERMASTER'S RIGHT OF INSPECTION. Watermaster shall have the right to inspect at reasonable times the records and facilities of Storage Party with relation to storage and recapture of water in the Chino Basin.

NOTICE. Any notices may be given by mail and postage prepaid addressed as follows:

Watermaster	Chino Basin Watermaster 8632 Archibald Avenue, Suite 109 Rancho Cucamonga, CA 91730
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Storage Party	As set forth on the application.
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ADDITIONAL CONDITIONS OR TERMS. In granting approval of this storage agreement, Watermaster placed the following additional conditions in the agreement:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers.

WATERMASTER

STORAGE PARTY

Watermaster Approval

Applicant

**NOTICE
OF
VOLUNTARY AGREEMENT REGARDING
PROVISION OF SERVICE TO AN AGRICULTURAL POOL PARTY
BY AN APPROPRIATIVE POOL PARTY**

PLEASE TAKE NOTICE that pursuant to the Peace Agreement dated June 29, 2000, _____ (“Appropriative Pool Party”) is undertaking to provide water service to _____ (“Agricultural Pool Party”), commencing on _____ and continuing in effect until further notice, the quantity of water necessary to provide water service to said Agricultural Pool Party for use on its overlying lands in each fiscal year. Said water is only for use on Agricultural Pool Party’s overlying lands. Watermaster is hereby requested to reduce (assign) the Production reported for the Appropriative Pool Party by a corresponding quantity of water each year, and to record such Production as Production in the Agricultural Pool.

To be valid, appropriate meters must be installed and this form must be signed by the Agricultural Pool Party and the Appropriative Pool Party.

AGRICULTURAL POOL PARTY

APPROPRIATIVE POOL PARTY

By: _____

By: _____

(print or type above name)

(print or type above name)

Watermaster Received & Filed

Date:

**NOTICE
REGARDING
PROVISION OF SERVICE TO A NON-AGRICULTURAL POOL PARTY
BY AN APPROPRIATIVE POOL PARTY**

PLEASE TAKE NOTICE that pursuant to Paragraph 6 of Exhibit "G" of the Judgment entered on January 27, 1978 in the Case of "CHINO BASIN MUNICIPAL WATER DISTRICT vs. CITY OF CHINO, et al.," RCV 51010 (formerly Case No. SCV 164327) and the Peace Agreement dated June 29, 2000, _____ ("Appropriative Pool Party") is directly or indirectly undertaking to provide water service to _____ ("Non-Agricultural Pool Party"), commencing on _____ and continuing in effect until further notice, the quantity of water necessary to provide water service to said Non-Agricultural Pool Party for use on its overlying lands in each fiscal year. Said water is only for use on Non-Agricultural Pool Party's overlying lands. Watermaster is hereby requested to reduce (assign) the Production reported for the Appropriative Pool Party by a corresponding quantity of water each year, up to the Non-Agricultural Pool Party's share of Safe Yield, which quantity is _____, and to record such Production as Production by the Non-Agricultural Pool Party.

To be valid, appropriate meters must be installed and this form must be signed by the Non-Agricultural Pool Party and the Appropriative Pool Party.

NON-AGRICULTURAL POOL PARTY

APPROPRIATIVE POOL PARTY

By: _____

By: _____

(print or type above name)

(print or type above name)

Watermaster Received & Filed

Date:

**NOTICE
OF
ANNUAL LAND USE CONVERSION**

FISCAL YEAR 20__ - 20__

Name of Party			
Street Address		Telephone	
City	State	Zip Code	Facsimile

Are there new conversions this fiscal year? Yes No

If yes, how many clusters of parcels? (Attach Land Use Conversion Addendum for each.) _____

Are there new reversions this fiscal year? Yes No

If yes, provide and attach the following information for each new reversion:

- | | | |
|--------------------|------------------|------------------------------------|
| • Number of Acres | • Street Address | • Fiscal Year Originally Converted |
| • Parcel Number(s) | • City | • Reason for Reversion |

Check the appropriate box below to certify that:

There are no new conversions or reversions. The land use conversion values used in the previous year's Assessment Package are correct and are to be used again this fiscal year.

There are new conversions and/or reversions, and they are summarized below (if none, enter zero):

NEW Conversions: _____ Acres inside Conversion Area 1
 _____ Acres outside Conversion Area 1
 (as allowed in the 1995 Land Use Conversion Judgment Amendment)

NEW Reversions: _____ Acres inside Conversion Area 1
 _____ Acres outside Conversion Area 1
 (as allowed in the 1995 Land Use Conversion Judgment Amendment)

ADDITIONAL INFORMATION ATTACHED: Yes No

Signature Date

Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE FINALIZED: _____

FINALIZED BY STAFF PERSON: _____

NEW CONVERSIONS APPROVED: _____ Acres inside Conversion Area 1
_____ Acres outside Conversion Area 1
(as allowed in 1995 Land Use Conversion Judgment Amendment)

NEW REVERSIONS APPROVED: _____ Acres inside Conversion Area 1
_____ Acres outside Conversion Area 1
(as allowed in 1995 Land Use Conversion Judgment Amendment)