

1 Scott S. Slater (SBN 117317)  
Michael T. Fife (SBN 203025)  
2 HATCH AND PARENT  
21 East Carrillo Street  
3 Santa Barbara, CA 93101  
Phone: 805-963-7000  
4 Fax: 805-965-4333  
5 Attorneys for CHINO BASIN WATERMASTER

FILED - West District  
San Bernardino County Clerk

OCT 16 2001

By Susan King  
Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION**

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11 CHINO BASIN MUNICIPAL WATER DISTRICT, )  
12 Plaintiff, )  
13 v. )  
14 THE CITY OF CHINO, )  
15 Defendants. )  
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18

CASE NO. RCV 51010  
Judge: Honorable J. MICHAEL GUNN  
**TRANSMITTAL OF UPDATED JUDGMENT**  
DATE: Nov. 15, 2001  
TIME: 2:00 pm  
DEPT: 8

HATCH AND PARENT  
21 East Carrillo Street  
Santa Barbara, CA 93101

19 **I.**  
20 **UPDATE OF THE JUDGMENT**

21 In its July 19, 2001 Order, the Court requested Watermaster to produce an updated  
22 version of the 1978 Judgment in order to produce a written copy of the Judgment that  
23 incorporates all of the amendments that have been made since the Judgment was first issued in  
24 1978, as well as to provide cross references to significant Watermaster documents such as the  
25 Rules and Regulations and the Peace Agreement.

26 An updated Judgment was produced by Watermaster staff and was distributed to the  
27 parties for comment. During the course of discussion of the update, several parties raised the  
28

1 spectre that adoption of an updated Judgment may have unintended legal consequences to the  
2 original 1978 Judgment. The principal concern was that the substitution of one version of the  
3 Judgment for the other, and the attendant invalidation of the original Judgment, might raise a  
4 colorable claim that jurisdiction over the original parties had been lost.

5 A subcommittee was formed to research such legal issues. The initial research strongly  
6 suggests that an updated Judgment which merely incorporates the previous amendments would  
7 merely substitute for the original Judgment and thus would not create any problems such as loss  
8 of jurisdiction. However, out of an abundance of caution, the parties have decided that, at this  
9 critical juncture in Watermaster's history, they would prefer not to create the risk of unnecessary  
10 legal difficulties.

11 Instead, the parties have agreed to take the work done by Watermaster staff and distribute  
12 an unofficial reference version of the Judgment which incorporates previous amendments and  
13 contains footnotes to significant Watermaster documents. A copy of this updated Judgment is  
14 included here as Exhibit "A." This "cookbook" will not be an official copy of the Judgment, but  
15 will instead serve as a convenient reference aid to the parties and others who wish to understand  
16 the evolution of the 1978 Judgment. For the sake of formal legal reference, however, the original  
17 1978 Judgment shall remain the source document.

18  
19  
20 DATED: OCTOBER 15, 2001

HATCH AND PARENT

21  
22 By 

23 SCOTT S. SLATER  
24 MICHAEL T. FIFE  
25 Attorneys for Chino Basin Watermaster  
26  
27  
28



1 DONALD D. STARK  
A Professional Corporation  
2 Suite 201 Airport Plaza  
2061 Business Center Drive  
3 Irvine, California 92715  
Telephone: (714) 752-8971  
4

5 CLAYSON, ROTHROCK & MANN  
601 South Main Street  
6 Corona, California 91720  
Telephone: (714) 737-1910  
7 Attorneys for Plaintiff

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

10  
11 CHINO BASIN MUNICIPAL WATER  
DISTRICT,

12  
13 Plaintiff,

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

14 v.

15 CITY OF CHINO, et al.

16 Defendants

17  
18 JUDGMENT

19 UNOFFICIAL REFERENCE VERSION  
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28 <sup>1</sup> Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order of the Court and assigned new case number RCV 51010.

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DONALD D. STARK  
A Professional Corporation  
Suite 201 Airport Plaza  
2061 Business Center Drive  
Irvine, California 92715  
Telephone: (714) 752-8971

CLAYSON, ROTHROCK & MANN  
601 South Main Street  
Corona, California 91720  
Telephone: (714) 737-1910  
Attorneys for Plaintiff

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

CHINO BASIN MUNICIPAL WATER  
DISTRICT,

Plaintiff,

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

v.

CITY OF CHINO, et al.

Defendants

JUDGMENT<sup>2</sup>

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. By answers and order of this Court, the issues have been made those of a full inter se adjudication between the parties. This Court has jurisdiction of the subject matter of this action and of the parties herein.

<sup>1</sup> Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order of the Court and assigned new case number RCV 51010.

<sup>2</sup> This is an unofficial reference copy of the Judgment, with amendments made between 1978 and September 30, 2001 inclusive.

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

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

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

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

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

12                   (c)   Appropriative Right — The annual production right of a producer from the Chino  
13 Basin other than pursuant to an overlying right.

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

17                   (e)   CBMWD<sup>3</sup> — Plaintiff Chino Basin Municipal Water District.

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

20                   (g)   Chino Basin Watershed — The surface drainage area tributary to and overlying  
21 Chino Basin.

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

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<sup>3</sup>CBMWD became Inland Empire Utilities Agency (IEUA) in July 1999.

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

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

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

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

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

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

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

15 (p) PVMWD<sup>5</sup> — Defendant Pomona Valley Municipal Water District.

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

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

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

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

21 (u) Reclaimed Water<sup>6</sup> — Water which, as a result of processing of waste water, is  
22 suitable for a controlled use.

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27 <sup>4</sup> On September 27, 2001, the Watermaster amended the Judgment defining a minimal producer as any producer whose production  
28 does not exceed 10 AF per year.

<sup>5</sup> PVMWD became Three Valleys Municipal Water District (TVMWD) in 1986.

<sup>6</sup> Reclaimed water is referred to as recycled water in the Peace Agreement.



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(v) Replenishment Water — Supplemental water used to recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in lieu of production and use of safe yield or Operating Safe Yield.

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

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

(y) SBVMWD — San Bernardino Valley Municipal Water 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<sup>7</sup>. The following exhibits are attached to this Judgment and made a part

hereof:

"A" -- "Location Map of Chino Basin".

"B" -- "Hydrologic Map of Chino Basin".

"C" -- Parties with Overlying Agricultural Pool Rights.

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<sup>7</sup> Exhibits C-1, D-1 & E-1 added to reflect rights for the Agricultural, Non-Agricultural and Appropriative Pool parties as of September 2001.

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"C-1" -- New Parties Intervening In Overlying Agricultural Pool From 1978 To 2000

"D" -- Parties with Overlying Non-Agricultural Pool Rights.

"D-1" -- Parties with Overlying Non-Agricultural Pool Rights as of September 20, 2001.

"E" -- Appropriative Rights.

"E-1" -- Appropriative Rights as of as of September 30, 2001.

"F" -- Overlying Agricultural Pooling Plan.

"G" -- Overlying Non-Agricultural Pooling Plan.

"H" -- Appropriative Pooling Plan<sup>8</sup>.

"I" -- Engineering Appendix.

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

"K" -- Legal Description of Chino Basin.

Attachment 1- Appendix 1 to Land Use Conversion Amendment.

Attachment 2 – Rotation Schedule (*See Footnote # 10*).

Attachment 3 – Resolution No. 99-03 re Public Meetings, Hearings, Confidential Sessions  
and Notice Requirements (*See Footnotes 15 and 16*).

## II. DECLARATION OF RIGHTS

### A. HYDROLOGY

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

7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years in a continuous

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<sup>8</sup> Attachment 1 - Appendix 1 to November 17, 1995 Land Use Conversion Amendment to Exhibit H, Paragraph 10(b) of the Judgment.

1 state of over draft. The production constituting said overdraft has been open, notorious, continuous,  
2 adverse, hostile and under claim of right. The circumstances of said overdraft have given notice to all parties  
3 of the adverse nature of such aggregate over-production.

#### 4 B. WATER RIGHTS IN SAFE YIELD

5  
6 8. Overlying Rights. The parties listed in Exhibits "C" and "D", ("C-1" and "D-1") (*See Footnote*  
7 *# 7*) are the owners or in possession of lands which overlie Chino Basin. As such, said parties have  
8 exercised overlying water rights in Chino Basin. All overlying rights owned or exercised by parties listed  
9 in Exhibits "C" and "D", ("C-1" and "D-1") (*See Footnote # 7*) have, in the aggregate, been limited by  
10 prescription except to the extent such rights have been preserved by self-help by said parties. Aggregate  
11 preserved overlying rights in the Safe Yield for agricultural pool use, including the rights of the State of  
12 California, total 82,800 acre feet per year. Overlying rights for non-agricultural pool use total 7,366 acre  
13 feet per year and are individually decreed for each affected party in Exhibit "D" ("D-1") (*See Footnote # 7*).  
14 No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying rights, and such rights  
15 have all been lost by prescription. However, uses may be made of Basin Water on overlying lands which  
16 have no preserved overlying rights pursuant to the Physical Solution herein. All overlying rights are  
17 appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom <sup>9</sup> *for the term*  
18 *of the Peace Agreement except that the members of the Overlying Non-Agricultural Pool shall*  
19 *have the right to Transfer or lease their quantified production rights within the Overlying Non-*  
20 *Agricultural Pool or to Watermaster in conformance with the procedures described in the Peace*  
21 *Agreement between the Parties therein, dated June 29, 2000.*

22 9. Appropriative Rights. The parties listed in Exhibit "E" ("E-1") (*See Footnote # 7*) are the owners  
23 of appropriative rights, including rights by prescription, in the unadjusted amounts therein set forth, and by  
24 reason thereof are entitled under the Physical Solution to share in the remaining Safe Yield, after  
25  
26

27  
28 <sup>9</sup> On June 29, 2000 Watermaster approved a "Peace Agreement" which more clearly defined the Parties' commitment to implement and Optimum Basin Management Program (OBMP) Implementation Plan. Pursuant to the Judgment at Paragraph 41 and February 19, 1998 Court ruling. The Court approved the Peace Agreement on July 13, 2000. The Peace Agreement Paragraph 4.4(a). Order dated September 28, 2000 amended Paragraph 8 as shown above. Order dated April 19, 2001 confirmed Judgment modifications.

1 satisfaction of overlying rights and rights of the State of California, and in the Operating Safe Yield in Chino  
2 Basin, in the annual shares set forth in Exhibit "E" ("E-1") (See Footnote # 7).

3 (a) Loss of Priorities. By reason of the long continued overdraft in Chino Basin, and in  
4 light of the complexity of determining appropriate priorities and the need for conserving and  
5 making maximum beneficial use of the water resources of the State, each and all of the parties  
6 listed in Exhibit "E" ("E-1") (See Footnote # 7) are estopped and barred from asserting special priorities  
7 or preferences, inter se. All of said appropriate rights are accordingly deemed and considered of  
8 equal priority.

9  
10 (b) Nature and Quantity. All rights listed in Exhibit "E" ("E-1") (See Footnote # 7) are  
11 appropriate and prescriptive in nature. By reason of the status of the parties, and the provisions of  
12 Section 1007 of the Civil Code, said rights are immune from reduction or limitation by prescription.

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

### 21 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

22  
23 11. Available Ground Water Storage Capacity. There exists in Chino Basin a substantial  
24 amount of available ground water storage capacity which is not utilized for storage or regulation of Basin  
25 Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of  
26 supplemental water with Basin Waters. It is essential that said reservoir capacity utilization for storage and  
27 conjunctive use of supplemental water be undertaken only under Watermaster control and regulation, in  
28

1 order to protect the integrity of both such Stored Water and Basin Water in storage and the Safe Yield of  
2 Chino Basin.

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

### 9 III. INJUNCTION

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

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

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

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

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

11  
12 IV. CONTINUING JURISDICTION

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

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

17  
18 (b) The allocation of Safe Yield as between the several pools as set forth in Paragraph  
19 44 of the Physical Solution;

20 (c) The determination of specific quantitative rights and shares in the declared Safe  
21 Yield or Operating Safe Yield herein declared in Exhibits "D" and "E" ("D-1") and ("E-1") (See Footnote  
22 # 7) and

23  
24 (d) The amendment or modification of Paragraphs 7 (a) and (b) of Exhibit "H", during  
25 the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative  
26 recommendation of at least 67% of the voting power (determined pursuant to the formula described  
27 in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the Appropriative Pool  
28 Committee representatives of parties who produce water within IEUA or WMWD; after said tenth

1 year the formula set forth in said Paragraph 7 (a) and 7 (b) of Exhibit "H" for payment of the costs of  
2 replenishment water may be changed to 100% gross or net, or any percentage split thereof, but only  
3 in response to recommendation to the Court by affirmative vote of at least 67% of said voting power  
4 of the Appropriative Pool representatives of parties who produce ground water within IEUA or  
5 WMWD, but not less than one-third of their number. In such event, the Court shall act in  
6 conformance with such recommendation unless there are compelling reasons to the contrary; and  
7 provided, further, that the fact that the allocation of Safe Yield or Operating Safe Yield shares may  
8 be rendered moot by a recommended change in the formula for replenishment assessments shall  
9 not be deemed to be such a "compelling reason."

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

## 15 V. WATERMASTER

### 16 A. APPOINTMENT

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19 16. Watermaster Appointment<sup>10</sup>. CBMWD, acting by and through a majority of its board of  
20 directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment and  
21 any subsequent instructions or orders of the Court hereunder. The term of appointment of Watermaster  
22 shall be for five (5) years. The Court will by subsequent orders provide for successive terms or for a  
23 successor Watermaster. Watermaster may be changed at any time by subsequent order of the Court, on its  
24 own motion, or on the motion of any party after notice and hearing. Unless there are compelling reasons to  
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27 <sup>10</sup> Pursuant to a recommendation by the Advisory Committee, a Nine-Member Board approved by the Court on February 19, 1998  
28 replaced CBMWD as Watermaster. This Board is comprised of 3 representatives from municipal water districts (IEUA, TVMWD,  
WMWD), 3 Appropriative Pool representatives, 2 Agricultural Pool representatives and a Non-Agricultural Pool representative.  
Members are appointed by the entities they represent. Terms of service and a perpetual rotation schedule for the producer  
representatives were established in October, 2000 and is attached as Attachment 2.

1 the contrary, the Court shall act in conformance with a motion requesting the Watermaster be changed if  
2 such motion is supported by a majority of the voting power of the Advisory Committee.

3  
4 B. POWERS AND DUTIES

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

9 18. Rules and Regulations. Upon recommendation by the Advisory Committee, Watermaster  
10 shall make and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster  
11 affairs, including, meeting schedules and procedures, and compensation of members of Watermaster.  
12 Thereafter, Watermaster may amend the rules from time to time upon recommendation, or with approval of  
13 the Advisory Committee after hearing noticed to active parties, <sup>11</sup>*except that compensation of*  
14 *Watermaster members shall be subject to Court Approval.* A copy of the rules and regulations, and of  
15 amendments, shall be mailed to each active party.

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

20 20. Employment of Experts and Agents. Watermaster may employ or retain such  
21 administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as  
22 may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all  
23 officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of  
24 allocation of costs of such services as well as of all other expenses of Watermaster administration as  
25 between the several pools established by the Physical Solution.  
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<sup>11</sup> Order dated March 31, 1999 amended Paragraph 18 regarding compensation, as shown above.



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

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

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

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

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

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

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

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

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

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

22           31.    Review Procedures. All actions, decisions or rules of Watermaster shall be subject to  
23 review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a  
24 mandated action), the Advisory Committee, or any Pool Committee, as follows:  
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<sup>12</sup> July 19, 2001 Court Approved New Watermaster Rules & Regulations including Appendix 1 Forms.

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

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

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

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

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

#### 24 C. ADVISORY AND POOL COMMITTEES

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28 <sup>13</sup> Order dated December 13, 1978 set forth procedures for notice upon parties.

1           32.    Authorization. Watermaster is authorized and directed to cause committees of producer  
2 representatives to be organized to act as Pool Committees for each of the several pools created under the  
3 Physical solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist  
4 Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as  
5 specified in the respective pooling plans, and the Advisory Committee shall be composed of voting  
6 representatives from each pool, as designated by the respective Pool Committee <sup>14</sup> *in accordance with*  
7 *each pool's pooling plan. WMWD, Three Valleys Municipal Water District (TVMWD) and SBVMWD*  
8 shall each be entitled to one non-voting representative on said Advisory Committee.

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

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

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- 17                   (a)    Overlying Agricultural Pool                   20,
- 18                   (b)    Overlying Non-Agricultural Pool   5, and
- 19                   (c)    Appropriative Pool                        20.
- 20

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

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<sup>14</sup> Order dated September 18, 1996 amended Paragraph 32 as shown above.

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

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

18  
19           37.     Organization.

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

24                 (b)     Regular Meetings<sup>15</sup>. All Pool Committees and the Advisory Committee shall hold  
25 regular meetings at a place and time to be specified in the rules to be adopted by each Pool and  
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<sup>15</sup> Attachment #3 - Resolution No. 99-03 adopted by WM Board on May 13, 1999 re Public Meetings, Hearings, Confidential Sessions and Notice Requirements affects Paragraph 37 (b) & (c) of the Judgment.

1 Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any  
2 change in time or place thereof, shall be mailed to all active parties in said pool or pools.

3 (c) Special Meetings<sup>16</sup>. Special meetings of any Pool or Advisory Committee may be  
4 called at any time by the Chairperson or by any three (3) members of such Pool or Advisory  
5 Committee by delivering notice personally or by mail to each member of such Pool or Advisory  
6 Committee and to each active party at least 24 hours before the time of each such meeting in the  
7 case of personal delivery, and 96 hours in the case of mail. The calling notice shall specify the time  
8 and place of the special meeting and the business to be transacted. No other business shall be  
9 considered at such meeting.

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

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

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

21 (a) Pool Committees. Each Pool Committee shall have the power and responsibility for  
22 developing policy recommendations for administration of its particular pool, as created under the  
23 Physical Solution. All actions and recommendations of any Pool Committee which require  
24 Watermaster implementation shall first be noticed to the other two pools. If no objection is received  
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28 <sup>16</sup> Attachment #3 - Resolution No. 99-03 adopted by WM Board on May 13, 1999 re Public Meetings, Hearings, Confidential Sessions and Notice Requirements affects Paragraph 37 (b) & (c) of the Judgment.

1 in writing within thirty (30) days, such action or recommendation shall be transmitted directly to  
2 Watermaster for action. If any such objection is received, such action or recommendation shall be  
3 reported to the Advisory Committee before being transmitted to Watermaster.

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

7  
8 [1] Committee Initiative. When any recommendation or advice of the Advisory  
9 Committee is received by Watermaster, action consistent therewith may be taken by  
10 Watermaster; provided, that any recommendation approved by 80 votes or more in the  
11 Advisory Committee shall constitute a mandate for action by Watermaster consistent  
12 therewith. If Watermaster is unwilling or unable to act pursuant to recommendation or  
13 advice from the Advisory Committee (other than such mandatory recommendations),  
14 Watermaster shall hold a public hearing, which shall be followed by written findings and  
15 decision. Thereafter, Watermaster may act in accordance with said decision, whether  
16 consistent with or contrary to said Advisory Committee recommendation. Such action shall  
17 be subject to review by the Court, as in the case of all other Watermaster determinations.

18 [2] Committee Review. In the event Watermaster proposes to take  
19 discretionary action, other than approval or disapproval of a Pool Committee action or  
20 recommendation properly transmitted, or execute any agreement not theretofore within the  
21 scope of an Advisory Committee recommendation, notice of such intended action shall be  
22 served on the Advisory Committee and its members at least thirty (30) days before the  
23 Watermaster meeting at which such action is finally authorized.

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

## 3 VI. PHYSICAL SOLUTION

### 4 A. GENERAL

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

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

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

25  
26 42. General Pattern of Operations. It is contemplated that the rights herein decreed will be  
27 divided into three (3) operating pools for purposes of Watermaster administration. A fundamental premise  
28 of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump



1 sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds the share  
2 of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the  
3 Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction. The  
4 method of assessment in each pool shall be as set forth in the applicable pooling plan.

5  
6 B. POOLING

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

10 (a) Overlying Agricultural Pool. The first pool shall consist of the State of California and  
11 all overlying producers who produce water for other than industrial or commercial purposes. The  
12 initial members of the pool are listed in Exhibit "C" ("C-1")<sup>17</sup>.

13 (b) Overlying Non-Agricultural Pool The second pool shall consist of overlying  
14 producers who produce water for industrial or commercial purposes. The initial members of this  
15 pool are listed in Exhibit "D" ("D-1")<sup>18</sup>.

16 (c) Appropriative Pool. A third and separate pool shall consist of owners of  
17 appropriative rights. The initial members of the pool are listed in Exhibit "E" ("E-1")<sup>19</sup>.

18  
19 Any party who changes the character of his use may, by subsequent order of the Court, be  
20 reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be  
21 changed. Any non-party producer or any person who may hereafter commence production of water from  
22 Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to the  
23 proper pool by the order of the Court authorizing such intervention.  
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27 <sup>17</sup> Exhibit C-1 lists interventions that were approved for the Overlying Agricultural Pool since 1978.  
28 <sup>18</sup> Exhibit D-1 lists Overlying Non-Agricultural Pool Members as of September 2001.  
<sup>19</sup> Exhibit E-1 lists Appropriative Pool Members as of September 2001.

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

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

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

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

21  
22           46.    Initial Pooling Plans. The initial pooling plans, which are hereby adopted, are set forth in  
23 Exhibits "F", "G" and "H", respectively. Unless and until modified by amendment of the judgment pursuant to  
24 the Court's continuing jurisdiction, each such plan shall control operation of the subject pool.

25                                   C. REPORTS AND ACCOUNTING

26  
27           47.    Production Reports. Each party or responsible party shall file periodically with Watermaster,  
28 pursuant to Watermaster rules, a report on a form to be prescribed by Watermaster showing the total

1 production of such party during the preceding reportage period, and such additional information as  
2 Watermaster may require, including any information specified by the affected Pool Committee.

3 48. Watermaster Report and Accounting. Watermaster's annual report, which shall be filed on  
4 or before *January 31*<sup>20</sup> of each year and shall apply to the preceding year's operation, shall contain details  
5 as to operation of each of the pools and a certified audit of all assessments and expenditures pursuant to  
6 this Physical Solution and a review of Watermaster activities.

#### 7 8 D. REPLENISHMENT

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

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

21 (b) State Water. State water constitutes a major available supply of supplemental  
22 water. In the case of State Water, Watermaster purchases shall comply with the water service  
23 provisions of the State's water service contracts. More specifically, Watermaster shall purchase  
24 State Water from MWD for replenishment of excess production within IEUA, WMWD and TVMWD,  
25 and from SBVMWD to replenish excess production within SBVMWD's boundaries in Chino Basin,  
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<sup>20</sup> Order dated March 31, 1999, amended Paragraph 48 as shown above.

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

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

5  
6 (d) Colorado River Supplies. MWD has water supplies available from its Colorado  
7 River Aqueduct.

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

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

12  
13 (b) In Lieu Procedures. Watermaster may make, or cause to be made, deliveries of  
14 water for direct surface use, in lieu of ground water production.

15 E. REVENUES

16  
17 51. Production Assessment. Production assessments, on whatever basis, may be levied by  
18 Watermaster pursuant to the pooling plan adopted for the applicable pool.

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

22  
23 53. Assessment Proceeds — Purposes. Watermaster shall have the power to levy  
24 assessments against the parties (other than minimal pumpers) based upon production during the preceding  
25 period of assessable production, whether quarterly, semi-annually or annually, as may be determined most  
26 practical by Watermaster or the affected Pool Committee.

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

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

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

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

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

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

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

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

6 57. Effective Date. The effective date for accounting and operation under this Physical Solution  
7 shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1, 1978.  
8 Watermaster shall, however, require installation of meters or measuring devices and establish operating  
9 procedures immediately, and the cost of such Watermaster activity (not including the cost of such meters  
10 and measuring devices) may be recovered in the first administrative assessment in 1978.

#### 11 VII. MISCELLANEOUS PROVISIONS

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

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

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

3 60. Intervention After Judgment<sup>21</sup>. Any non-party assignee of the adjudicated appropriate  
4 rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may  
5 become a party to this Judgment upon filing a petition in intervention. Said intervention must be confirmed  
6 by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and entitled to the  
7 rights and privileges accorded under the Physical Solution herein, through the pool to which the Court shall  
8 assign such intervenor.

9  
10 61. Loss of Rights. Loss, whether by abandonment, forfeiture or otherwise, of any right herein  
11 adjudicated shall be accomplished only (1) by a written election by the owner of the right filed with  
12 Watermaster, or (2) by order of the Court upon noticed motion and after hearing.

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

18  
19 63. Judgment Binding on Successors. This Judgment and all provisions thereof are applicable  
20 to and binding upon not only the parties to this action, but also upon their respective heirs, executors,  
21 administrators, successors, assigns, lessees and licensees and upon the agents, employees and attorneys  
22 in fact of all such persons.

23 64. Costs. No party shall recover any costs in this proceeding from any other party.  
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27 \_\_\_\_\_  
28 <sup>21</sup> Order dated July 14, 1978 re Intervention Procedures.

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Dated: January 1, 1978

Howard B. Weiner

Howard B. Weiner<sup>22</sup>

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<sup>22</sup> Judge J. Michael Gunn became the presiding Judge in February 1996.



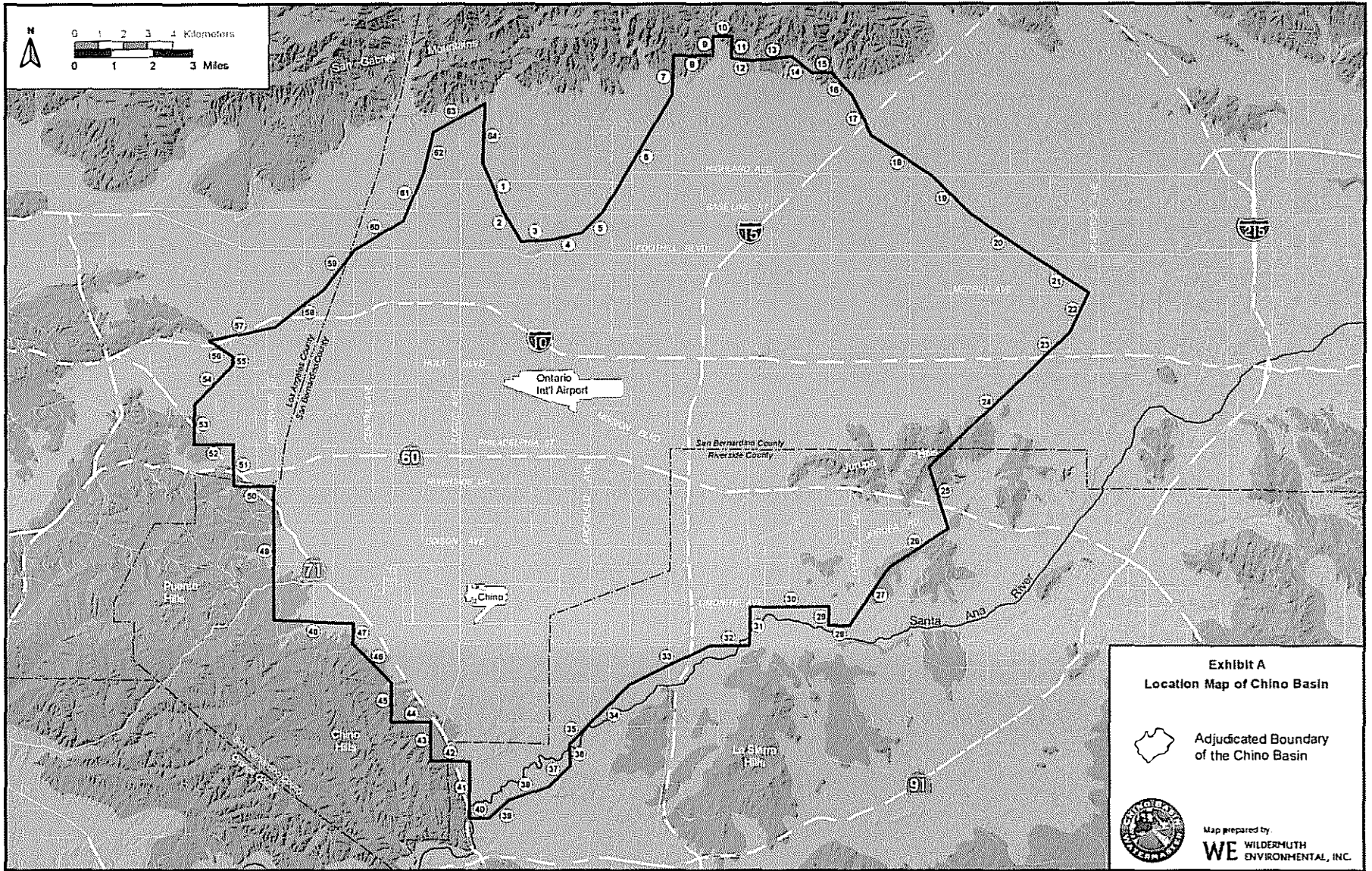

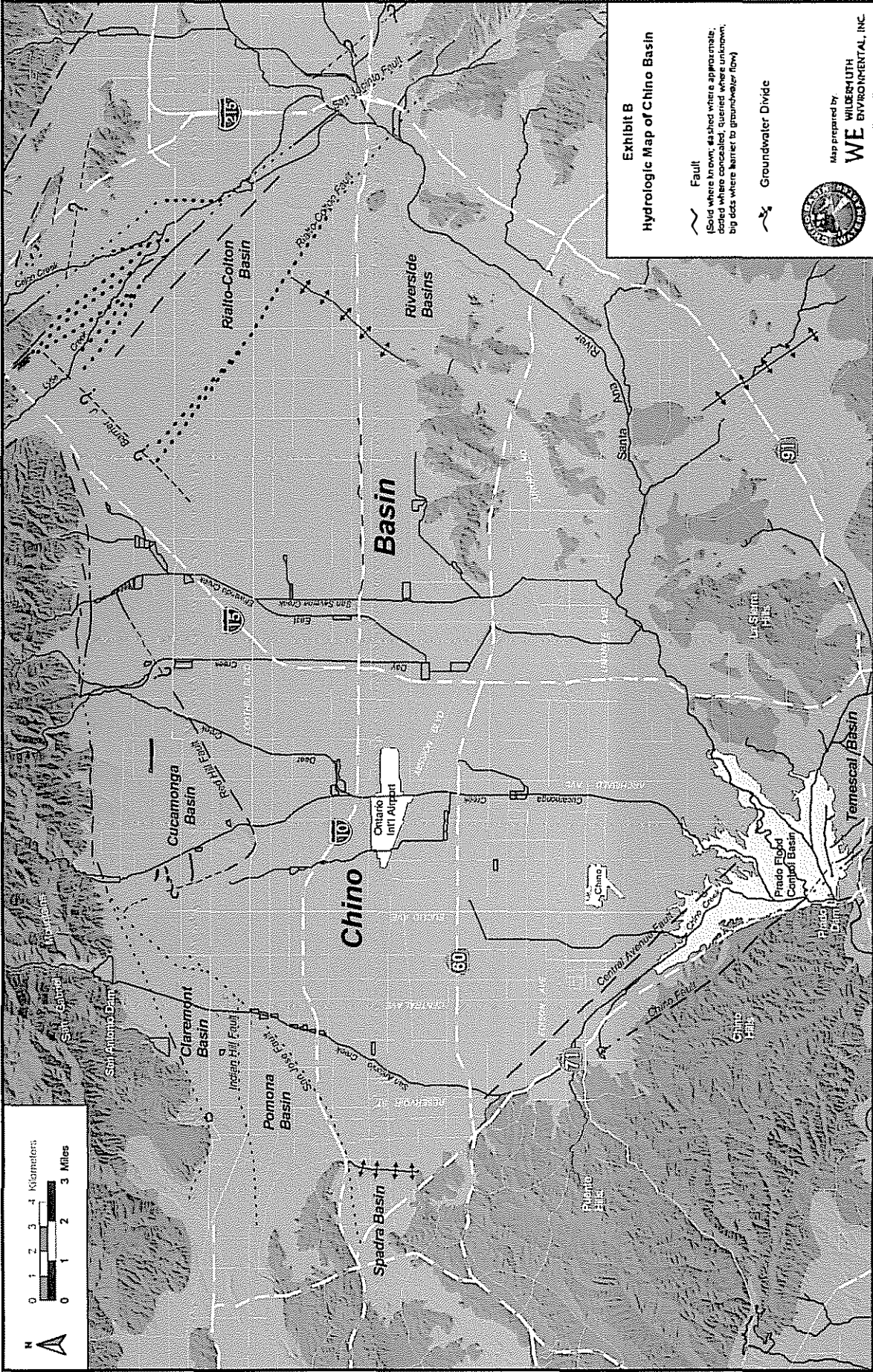


Exhibit A  
Location Map of Chino Basin

 Adjudicated Boundary of the Chino Basin



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



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

**Fault**

(Solid where known; dashed where approximate, dotted where calculated; quarter where unknown, big dots where barrier to groundwater flow)

**Groundwater Divide**



Map prepared by  
**WE** WILDMUTH ENVIRONMENTAL, 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.

EXHIBIT "C"

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

EXHIBIT "C"



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

EXHIBIT "C"

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.	Cihigoyenetché, Jean
10	Cable Airport Inc.	Cihigoyenetché, Leona
11	Cadlini, Donald	Cihigoyenetché, 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	Chancon, 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

EXHIBIT "C"

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"

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	Do 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"



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"

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
12	Hobbs, Bonnie C.	Farm
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

EXHIBIT "C"

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.

EXHIBIT "C"

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	Kruckenberg, Naomi	Livingston, Rex E.
14	Kruckenberg, 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 Sons A California Corporation

EXHIBIT "C"

1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirisma, 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. Enterprise
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	Mendondo, Catherine	Nederend, Betty
25	Mendondo, 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

EXHIBIT "C"

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

EXHIBIT "C"



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

EXHIBIT "C"

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

EXHIBIT "C"

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 Hofwegen, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

EXHIBIT "C"

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

EXHIBIT "C"

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, Majorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

EXHIBIT "C"

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<sup>A</sup>
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District<sup>B</sup>
- Western Municipal Water District of Riverside County

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<sup>A</sup> CBMWD became IEUA in 1999.  
<sup>B</sup> PVMWD became TVMWD in 1986.



DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

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Cheryl L. Bain

Warren Bain

John M. Barcelona

Letty Bassler

John Brazil

John S. Briano

Lupe Briano

Paul A. Briano

Tillie Briano

Arnie B. Carlson

John Henry Fikse

Phyllis S. Fikse

Lewellyn Flory

Mary I. Flory

L. H. Glazer

Dorothy Goodman

Sidney D. Goodman

Frank Grossi

Harada Brothers

Ellen Hettinga

Hein Hettinga

Dick Hofstra, Jr.

Benjamin M. Hughey

Frieda L. Hughey

Guillaume Indart

Ellwood B. Johnston, Trustee

Perry Kruckenberg, Jr.

Roy W. Lantis

Sharon I. Lantis

Frank Lorenz

Dagney H. MacDonald

Frank E. Martin

Ruth C. Martin

Connie S. Mello

Naldiro J. Mello

Felice Miller

Ted Miller

Masao Nerio

Tom K. Nerio

Toyo Nerio

Yuriko Nerio

Harold L. Rees

Alden G. Rose

Claude Rouleau, Jr.

Patricia M. Rouleau

Schultz Enterprises

Albert Shaw

Lila Shaw

Cathy M. Stewart

Marvin C. Stewart

Betty Ann Stone

John B. Stone

Vantoll Cattle Co., Inc.

Catherine Verburg

EXHIBIT "C"

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

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EXHIBIT "C"

EXHIBIT "C-1"

NEW PARTIES INTERVENING IN OVERLYING AGRICULTUAL POOL FROM 1978 TO 2000

1	Frans Aardema	Frank Jacques
2	Cornelia Aardema	Richard Lambeth
3	Ray Albers	Carol A. Larsen
4	Louis Badders	Chin Lee, Ambrosia Farms
5	Robert Barth	Albert Levinson – Tomlev, Inc.
6	Marvin H. Belville	Frank Lizzaraga
7	Pete Boersma	Richard Lorenz
8	Pete Borba & Sons	Los Serranos Golf Club
9	Dick Bosma	Mira Loma Thoroughbred Farm
10	Gene and Geneva Burbridge	Mobile Home Partners of California
11	Jim Carroll	John R. Moore
12	Linda Carroll	Claudell Moore
13	David Chez	Manual Moreno
14	Chino Grain & Mill, Inc.	Rick and Debbie Mouw
15	Chino Valley Investment	Jim Nace
16	Judith Collins	George Noble
17	Eric Daale	Ontario Planned Residential Joint Venture
18	Bob DeJager	Anthony H. Osterkamp
19	Dutchmen Properties	Darlene Olive Osterkamp
20	Andy Dyt	Carlos Palacio
21	Everett/Charles, Inc.	Ronald and Kristine Pietersma
22	Que Fullmer	Jack Pinheiro
23	Richard Haagsma	A.C. Pinheiro
24	Joe Heim	Mary Pinheiro
25	James Idsinga	Mary L. Rawitser
26	Intex Corporation	R.C. Land Company
27	Francisco Islas	Phyllis T. Rexius

EXHIBIT "C-1"

1	Ted L. Rexus	Arlene Vander Tuig
2	Elizabeth H. Rohrs	Sylvester Vander Tuig
3	Paul Russavage	Richard Van Loon
4	Linda C. Sackin	Abel Villapando
5	Paul C. Sackin	Leon Weaver
6	Fred Scane	Ralph D. Wenger
7	Sharon Schact	Whispering Lakes Community Church
8	Sky Country Development Co./	Wineside 45
9	Magnolia Farms	Walter W. Wurster
10	J.D. Smith	George Yamamoto
11	S.N.S. Dairy	Theodore Zwicker
12	Amil Steiner	
13	Helen Steiner	
14	Louis Struikman	
15	Andy Sytsma	
16	Charlie Tadema	
17	Gary Teed	
18	Limon D and Louise Thrall	
19	Alfred B. Tourigny	
20	Sandra Tourigny	
21	Maynard Troost	
22	Turn Key Associates, Inc.	
23	August Vandenberg	
24	Andrew W. Vandenberg	
25	Geoffrey Vanden Heuvel	
26	John Vander Poel	

EXHIBIT "C-1"

EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

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

EXHIBIT "D-1"<sup>A</sup>

OVERLYING NON-AGRICULTURAL RIGHTS

	<u>Party</u>	Total Overlying Share of Non-Agricultural Safe Yield Rights ( <u>Acre-Feet</u> )	<u>Acre-Feet</u>
4	Ameron Steel Producers, Inc.	125	97.858
5	County of San Bernardino (Airport)	171	133.870
6	Vulcan Materials Company <sup>B</sup>	406	317.844
7	CCG Ontario LLC <sup>C</sup>	1,476	1,155.274
8	West Venture Development Co. <sup>D</sup>	20	15.657
9	Southern California Edison Co. <sup>E</sup>	37	27.959
10	Reliant Energy, Etiwanda <sup>F</sup>	1,219	954.540
11	Space Center, Mira Loma	133	104.121
12	Angelica Rental Service <sup>G</sup>	24	18.789
13	Sunkist Growers, Inc	2,393	1,873.402
14	Swan Lake Mobile Home Park <sup>H</sup>	593	464.240
15	California Steel Industries <sup>I</sup>	1,660	1,300.000
16	Praxair <sup>J</sup>	546	427.446
17	General Electric Corporation <sup>K</sup>	0	0.000
18	California Speedway <sup>L</sup>	606	475.000
19	Loving Savior of the Hills Lutheran Church <sup>M</sup>	<u>0</u>	<u>0.000</u>
20	Totals	9,409	7,366.000

<sup>A</sup> Exhibit D-1 lists Non-Agricultural Pool Members as of September, 2001.

<sup>B</sup> Conrock became Calmat and in FY 99-00 became Vulcan Materials Co.

<sup>C</sup> Kaiser Steel Corporation became Kaiser Resources and then Kaiser Venture, Inc. Kaiser sold portions of its property to CSI & Speedway and its last property holdings and all its remaining water rights to CCG Ontario LLP on 8-16-00.

<sup>D</sup> Anaheim Citrus became Red Star Fertilizer, then West Venture Development. West Venture went out of business in 91-92.

<sup>E</sup> A portion of SCE was sold in FY 98-99. SCE retained 27.959 AF OSY.

<sup>F</sup> Mountain Vista Power Generating Company (MVPG) purchased the Etiwanda Generating Facility owned by SCE in FY 98-99. MVPG became Reliant Energy, Etiwanda with 954.540 AF OSY.

<sup>G</sup> Southern Service Company became Angelica Rental Service.

<sup>H</sup> Carlsberg Mobile Home Properties became Mobile Community Management and is known as Swan Lake Mobile Home Park.

<sup>I</sup> California Steel Industries (CSI) intervened in FY 91-92 after purchasing land from Kaiser.

<sup>J</sup> Union Carbide Corp. became Praxair, Inc.

<sup>K</sup> General Electric Company intervened in FY 95-96.

<sup>L</sup> California Speedway intervened in FY 96-97 after purchasing land from Kaiser.

<sup>M</sup> Loving Savior of the Hills Lutheran Church intervened in FY 00-01.

EXHIBIT "D-1"

EXHIBIT "E"  
APPROPRIATIVE RIGHTS

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

EXHIBIT "E"

EXHIBIT "E-1"<sup>N</sup>  
 APPROPRIATIVE RIGHTS

Party	Appropriative Right (Acre Feet)	Share of Initial Operating Safe Yield (OSY) (Acre-Feet)	Share of Operating Safe Yield (Percent)
City of Chino <sup>O</sup>	5,794.6	4,033.857	7.357
City of Chino Hills <sup>P</sup>	3,033.2	2,111.422	3.851
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 <sup>Q</sup>	5,199.2	3,619.454	6.601
Jurupa Community Services District <sup>R</sup>	2,960.7	2,061.118	3.759
Monte Vista Water District <sup>S</sup>	6,928.8	4,823.954	8.797
West San Bernardino County Water District	925.5	644.317	1.175
Fontana Union Water Company	9,188.3	6,396.736	11.666
Fontana Water Company <sup>T</sup>	0.0	0.0	0.0
Los Serranos Country Club <sup>U</sup>	0.0	0.0	0.0
Marygold Mutual Water Company	941.3	655.317	1.195
Monte Vista Irrigation Company	972.1	676.759	1.234
San Antonio Water Company	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company <sup>V</sup>	590.7	411.476	0.750
West End Consolidated Water Company	1,361.3	947.714	1.728
San Bernardino County (Shooting Park) <sup>W</sup>	0.0	0.0	0.0
Arrowhead Mountain Springs Water Company <sup>X</sup>	0.0	0.0	0.0
Department of Toxic Substances Control <sup>Y</sup>	0.0	0.0	0.0
City of Fontana <sup>Z</sup>	0.0	0.0	0.0
TOTAL	78,763.8	54,834.000	100.000

<sup>N</sup> Exhibit E-1 lists Appropriative Pool members as of September, 2001.

<sup>O</sup> In 1990 Chino received a portion of San Bernardino County Water Works #8 (WW#8) OSY (363.790 AF) as a result of a permanent transfer.

<sup>P</sup> City of Chino Hills incorporated in 1991 and assumed the responsibility for providing the public services formerly provided by WW#8. WW#8 acquired a portion of the rights of Park and Pomona Valley Water Companies in 1983.

<sup>Q</sup> CCWD acquired the rights to Etiwanda Water Company (upon dissolution) in 1986.

<sup>R</sup> JCSD acquired the rights of Mira Loma Water Company (776.940 AF), Feldspar Gardens (47.549AF) and Mutual Water Company of Glen Avon Heights (467.974 AF)

<sup>S</sup> in 1990, MWWD received 675.610 AF of WW#8 OSY as a result of a permanent transfer.

<sup>T</sup> FWC intervened in FY 91-92.

<sup>U</sup> Los Serranos intervened in FY83-84.

<sup>V</sup> SCWC permanently transferred 823.900 AF of OSY to Park Water Company in 1980. Park Water Co was acquired by WW#8 which was subsequently acquired by the City of Chino Hills.

<sup>W</sup> San Bernardino County Prado Tiro (now known as Prado Shooting Park) was involuntarily reassigned to the Appropriative Pool from the Ag Pool in 1985.

<sup>X</sup> Arrowhead intervened in FY 92-93.

<sup>Y</sup> DTSC was formerly managed by the Pyrite Canyon Group. Pyrite intervened in FY 92-93.

<sup>Z</sup> Fontana intervened in FY 98-99.



EXHIBIT "F"

OVERLYING AGRICULTURAL POOL

POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C"<sup>27</sup> ("C-1") shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.
2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.
3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.
4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.
5. Advisory Committee Representatives. The number of representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.
6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying Non-Agricultural Pool or Appropriator Pool,

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<sup>27</sup> Exhibit C-1 lists interventions that were approved for the Agricultural Pool since 1978.

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

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

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

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

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

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

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

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D" ("D-1")<sup>28</sup>. Said pool includes producers of water for overlying industrial or commercial non-agricultural purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

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

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D" ("D-1")).<sup>29</sup>

The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.

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

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

5. Assessment. Each member of this pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding

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<sup>28</sup> See Also, Exhibit "D-1"

<sup>29</sup> See Also, Exhibit "D-1"

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

year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute ground water as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

6. Assignment. Rights herein decreed are appurtenant to the *that* land and are only assignable with the land for overlying use thereon; provided, however,<sup>30</sup> (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) *the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.*

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

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

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

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<sup>30</sup> Peace Agreement Article 4.4(b). Order dated September 28, 2000 amended Paragraph 6 as shown above and Order dated April 19, 2001 confirmed Judgment modifications.

EXHIBIT "H"  
APPROPRIATIVE POOL  
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E" ("E-1")<sup>31</sup>, together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

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

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

4. Advisory Committee Representatives. ~~Ten (10)~~<sup>32</sup> Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee **on the following basis:** Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, **or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production**, shall be entitled to one representative. ~~The remaining members representing~~ **Two additional representatives** of the Appropriative Pool on the Advisory Committee shall be elected at large

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

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<sup>31</sup> See Also, Exhibit "E-1"

<sup>32</sup> Order dated September 18, 1996 amended Paragraph 4 as shown above.

by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their respective voting powers.

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

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

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

(a) For production, other than for increased export,  
within IEUA<sup>33</sup> or WMWD:

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

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

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed

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<sup>33</sup> CBMWD became IEUA.

against the exporting appropriator in an amount sufficient to purchase replenishment water from IEUA<sup>34</sup> or WMWD in the amount of such excess.

(c) For production within SBVMWD or TVMWD<sup>35</sup>:

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

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

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

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

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<sup>34</sup> CBMWD became IEUA

<sup>35</sup> PVMWD became TVMWD

long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by members of the Appropriative Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

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

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



Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

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

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

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

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

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

(b) Conversion Claims. - <sup>36</sup> The following procedures may be utilized by any appropriator:

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

(2) Record of Land-Use-Water Service Conversion. Any appropriator who undertakes, directly or indirectly, during any year, to permanently provide water service to lands **subject to conversion** which during the immediate preceding five (5) consecutive years was devoted to irrigated agriculture may report such intent to change

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<sup>36</sup> Order dated November 17, 1995 amended Exhibit H Paragraph 10 (b) as shown above.

~~in-land-use-or-water~~ service to Watermaster. Watermaster shall ***should*** thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved. ~~and the average annual water use during said five-year period.~~ ***Should, at any time, converted acreage return to water service from the Overlying (Agricultural) Pool, Watermaster shall return such acreage to unconverted status and correspondingly reduce or eliminate any allocation accorded to the appropriator involved.***

(2 3) ~~Establishment of Allocation Percentage of Safe Yield Rights~~

(i) <sup>37</sup>***For the term of the Peace Agreement in*** any year in which ***sufficient*** unallocated Safe Yield water from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall establish ~~allocatable percentages for~~ ***to*** each appropriator with a conversion claim ~~4.3~~ <sup>38</sup>***2.0*** acre feet of unallocated Safe Yield water for each based upon ~~the total of such converted~~ ***acre for which conversion has been approved and recorded by the Watermaster.*** ~~acreage recorded to each such appropriator's account.~~

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

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<sup>37</sup> Peace Agreement Article 4.4(c) and Order dated September 28, 2000 amended Paragraph 10(b)(3)(i) as shown above. Order dated April 19, 2001 confirmed Judgment modifications.

<sup>38</sup>See Footnote 37.

*recorded for all appropriators. Watermaster shall apply such allocation percentage for each appropriator to the total unallocated Safe Yield water available for conversion claims to derive the amount allocable to each appropriator.*

~~(3 4)~~ Allocation and Notice and Allocation. Watermaster shall thereafter apply the allocated percentage to the total unallocated Safe Yield water available for special allocation to derive the amount thereof allocable to each appropriator; provided that in no event shall the allocation to any appropriator as a result of such conversion claim exceed 50% of the average annual amount of water actually applied to the areas converted by such appropriator prior to such conversion. ~~Any excess water by reason of such limitation on any appropriator's right shall be added to Operating Safe Yield.~~ Notice of such *the* special allocation of Safe Yield water pursuant to conversion claims shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

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

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

(a) Method of Operation. - An appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In

such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to make up for over production. The purchase price for in lieu water shall be the lesser of:

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

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

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

(b) Designation of In Lieu Areas<sup>39</sup>. - The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such

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<sup>39</sup> Resolution No. 78-4 dated February 22, 1978 established In-Lieu Area #2 and included the entire Chino Basin.

appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules.

Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

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

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EXHIBIT "I"

ENGINEERING APPENDIX

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

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

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

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

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

(a) Accumulated Overdraft. - During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical Solution and resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

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

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

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

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

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

[1] spreading or injection, or

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

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

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

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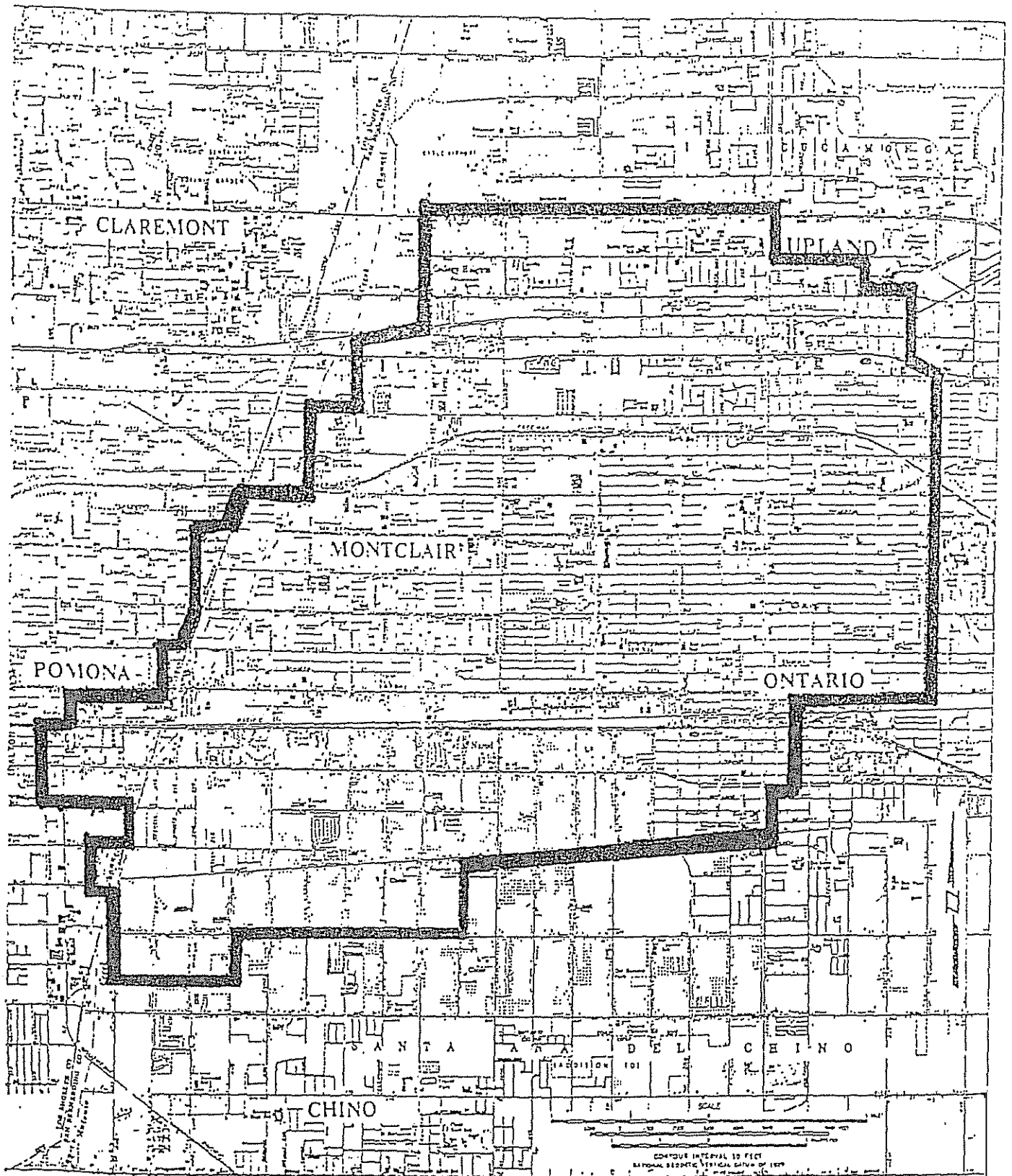
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CHINO BASIN

IN LIEU AREA NO. 1 (MAP)

EXHIBIT "J"



EXHIBIT "K"  
LEGAL DESCRIPTION  
OF CHINO BASIN

Preamble

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

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

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

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

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

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

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

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

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

Description

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

EXHIBIT "K"

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

1. Thence Southeasterly to the Southeast corner of Lot 419 of said Ontario Colony Lands;
2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;
3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;
4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

EXHIBIT "K"

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;

EXHIBIT "K"

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;
33. Thence Southwesterly to the Southwest corner of Section 36, T2S, R7W;
34. Thence Southwesterly to the Southeast corner of Section 3, T3S, R7W;
35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;
36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;
37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;
38. Thence Southwesterly to the Southwest corner of said Section 16;
39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;
40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;
41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;
42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;
43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;
44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;
45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;
46. Thence Northwesterly to the Northwest corner of said Section 35;
47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;
48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;
49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;
50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;
51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;
52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;
53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;
54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;
55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;
56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;
57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;
58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

EXHIBIT "K"

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;
60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;
61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;
62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and
64. Thence Southerly to the Point of Beginning.

Sections Included

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

- T1N, R5W - Sections: 30, 31 and 32
- T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36
- T1N, R8W - Sections: 25 and 36
- T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32
- T1S, R6W - Sections: 1 through 36, inclusive
- T1S, R7W - Sections: 1 through 36, inclusive
- T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
- T2S, R5W - Sections: 6, 7 and 18
- T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31
- T2S, R7W - Sections: 1 through 36, inclusive
- T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36
- T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20
- T3S, R8W - Sections: 1.

Attachment 1

Appendix 1  
To Chino Basin Watermaster  
Amendment Regarding Land Use Conversions<sup>1</sup>

The purpose of the amendment is to simplify the methodology and procedure for land use conversions under the 1978 Judgment. The basic nature of the commitment undertaken by the parties who negotiated the Judgment is not intended to be changed. The methodology used to develop the recommended 2.0<sup>2</sup> per acre (af/ac) conversion factor can best be described as a gross water duty method. Essentially, the total water use was divided by the total acreage remaining to be converted to develop the gross average water use per acre.

At the Land Use Conversion Workshop held on January 10, 1995, there was a consensus among the parties to the Judgment that the large agricultural acreage within the purveyor service areas must still be converted. To depict the large southern area remaining to be converted, Watermaster staff proposed the establishment of Conversion Area No. 1 (see attached map). This area can generally be described as the area that is south of the 60 Freeway, outside the current city boundaries of Chino, Chino Hills and Ontario and for the most part, the portion of Jurupa Community Services District (JCSD) that is west of Etiwanda. The southernmost boundary of the area is taken as the Army Corps of Engineers' Prado Basin take line, unless a specific agricultural well exists inside the take line. To obtain the acreage for Conversion Area No. 1, the Santa Ana Watershed Project Authority (SAWPA), used its Geographic Information System (GIS) and determined the total acreage shown in Conversion Area No. 1 to be approximately 27,133 acres.

Also at the January 10 Land Use Conversion Workshop, the appropriators were asked to submit the proposed remaining convertible acreage inside their established service areas. Submissions of the parcels proposed as eligible for conversion, both inside and outside Conversion area No. 1 began arriving in early March 1995, and were received as late as June 29, 1995. Watermaster staff worked with each appropriator to identify the proposed acreage by assessor's parcel number. The lists of parcels and the approximate acreage of each parcel, by appropriator, are included with Appendix 1 as Tables 2A - 2G for reference. The maps corresponding to these lists are on file with the Watermaster. The eligibility of most of the parcels submitted has been determined; however, the specific eligibility of some parcels is still in question. The eligibility criteria utilized by staff requires that the land:

1. has not been receiving water provided by an appropriator;
2. was not already included in the establishment of the appropriator's production rights; and
3. has been used for irrigated agriculture within the last five years if it is located outside Conversion Area No. 1

The appropriators were also asked which parcels they were proposing to convert for the production year 1994/95. The parcels proposed for conversion in FY 94/95 are included with Appendix 1 as Tables 3A - 3C. Any parcels converted for production year 1994/95 will affect the assessments and available unallocated safe yield from that production year in fiscal year 1995/96. Table 1 is a summary of the total acreage submitted by each appropriator as being eligible for conversion and of the acreage requested by that appropriator for conversion in FY 94/95, if any. Staff has evaluated the parcels requested for conversion in FY 94/95 and finds that all of those requested, or a total of 2,185 acres, are eligible for conversion based on the above criteria.

When the 27,133 acres in Conversion Area No. 1 is added to the 5,209 acres (Table 1) proposed for conversion that is outside Conversion Area No. 1, there is a total of 32,343 acres remaining to be converted in the Chino Basin.

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<sup>1</sup> Order dated November 17, 1995, approving Amendments to Judgment re Land Use Conversion.

<sup>2</sup> Amended from 1.3 af/ac by Order dated September 28, 2000.

The 1978 agricultural water use was 84,095 acre-feet. When this is divided by the 32,343 acres, it results in a use of 2.6 af/ac. The value is still approximately 2.6 af/ac if the average annual post-judgment allocation of 82,800 af is divided and all acres were able to be converted as currently prescribed in the judgment, 50% of this per acre use would be allocated to an appropriator, and the appropriator would receive 1.3 acre-feet per acre. This would be a maximum use per acre. In 1994, the agricultural water use was reported as 44,092 acre-feet per acre. If this use is divided by the 32,343 acres, it results in a present average use of 1.36 acre-feet per acre.

There was a consensus at the workshops and at the pool committee meetings that many of the conversions that potentially could have taken place since 1978, were not submitted by the appropriators. This is probably because of a lack of the right type of information to make the appropriate use-per-parcel determinations and because of the time and money that would be required if they were pursued extensively. Because of this, there was a consensus that the 1.3 af/ac conversion water use determinations were based only on 50% of the current average use.

Watermaster staff anticipates that each appropriator with remaining convertible acreage will request conversion on that acreage each year that they undertake to serve the land. If the service is anticipated to be permanent, they can request permanent conversion. For the acreage outside Conversion Area No. 1, the above criteria will be applied annually to make an eligibility determination. Also, an appropriator will be required to certify that the land is not currently using water that is being reported as agricultural pool production and Watermaster staff will field verify that agricultural activities have ceased, or that the appropriator is actually satisfying the agricultural use.

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# *Chino Basin Watermaster Unconverted Acreage*

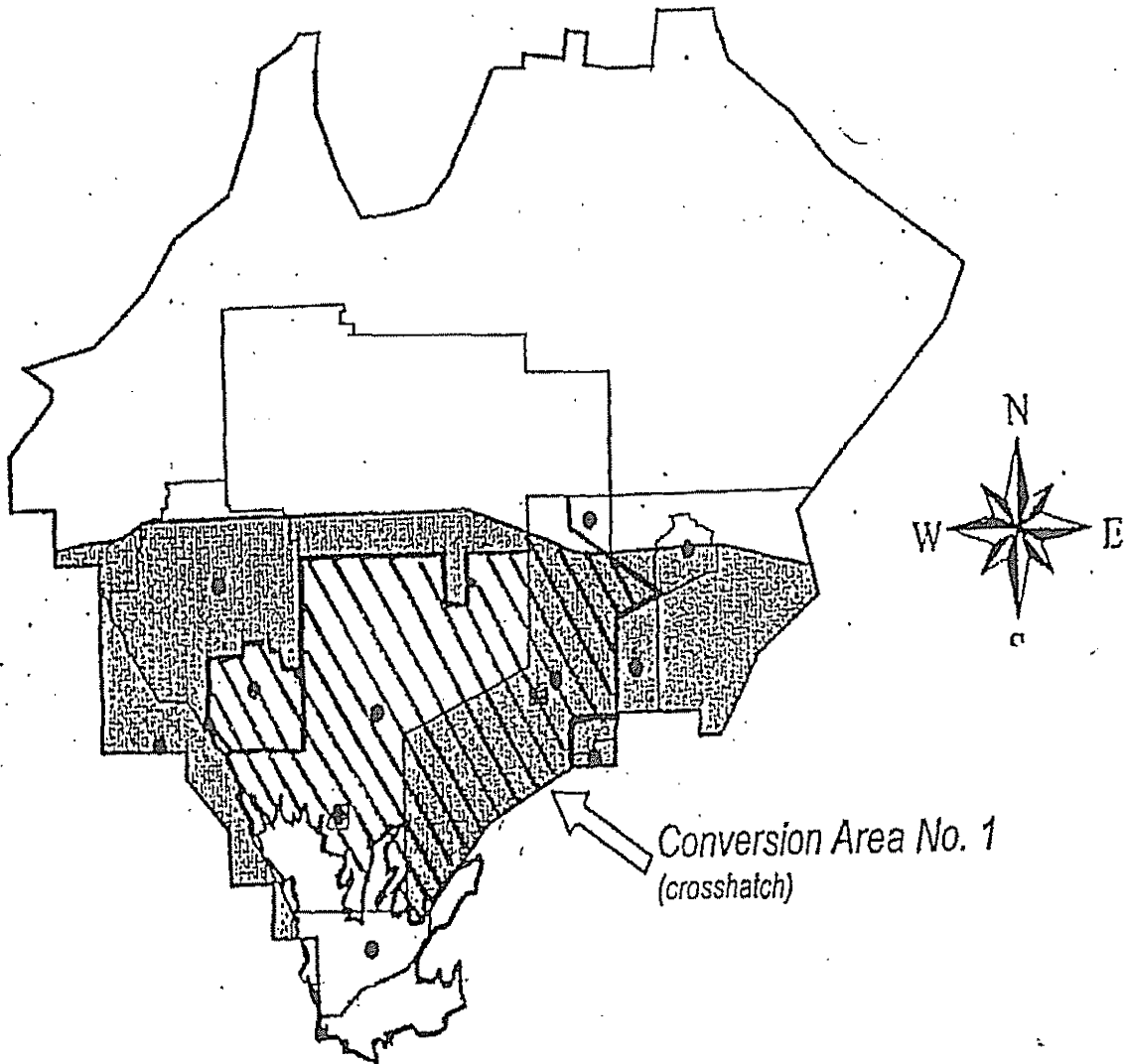


TABLE 1

Chino Basin Watermaster  
Proposed Conversion Acres  
Revised August 3, 1995

Appropriator	Outside Conversion Area #1		Inside Conversion Area #1	Total FY 94/95 Acres Proposed
	Total Acres Submitted	Acres Proposed FY 94/95	Acres Proposed FY 94/95	
Chino, City of	1923	519	0	519
Chino Hills, City of	1053	0	0	0
Cucamonga CWD	460	0	0	0
Fontana WC	417	0	0	0
Jurupa CSD	835	327	758	1085
Monte Vista WD	43	0	0	0
Ontario, City of	544	544	37	581
<b>Total</b>	<b>5209</b>	<b>1390</b>	<b>795</b>	<b>2185</b>





Chino  
AGRICULTURAL LAND - WATER SUPPLY STUDY  
OUTSIDE CONVERSION AREA NO. 1 LIST B

Property No.	Acreage	ADDRESS N/S - E/W	APN	GENERAL NOTES
1	11	4800/12150	1016-121-4,5,6,7,8	ROSES RESIDENCE ON CITY WATER
2	16	4700/12200	1016-131-1,2,3	ROSES CROP ACREAGE SUPPLIED BY PVT.WELL ON No.2
3	10	5350/11750	1014-381-1,2,3,4	BERRY
4	21	5600/12400	1015-261-2,3 1015-253-9	TRUCK FARMING MISCELLANEOUS VEGETABLES
5	6	5400/12450	1015-281-21	BERRY
6	7	4000/13000	1019-071-20,21 1019-081-2,11	CHRISTMAS TREE GROWER
7	38	4800/13250	1019-191-1,2,5	RANCHING DOMESTIC SERVICE ONLY - OTHER USES WELL
			1019-201-1,3	
8	10	3600/13650	1019-611-28,39,40	RANCHING DOMESTIC SERVICE ONLY UNDER DEVELOPMENT
			1019-611-41,42,43,49	
9	21	3700/13750	1022-041-4 1022-05-3,4	LANDSCAPE NURSERY
10	31	3900/14000	1022-031-2 1022-26-4 1022-27-4	GREEN FEED
			1022-082-1,2,8,9,10	
11	58	4000/14200	1022-38-3 1022-39-4 1022-40-3 1022-58-2	GREEN FEED
12	54	4150/13900	1022-10-5,6,7,8 1022-24-3	DAIRY
13	142	4300/14300	1022-42-6,7,8 1022-41-5 1022-58-2 1022-53-11,12,13 1022-431-8 1022-441-8 1022-541-3	GREEN FEED
14	18	4200/14550	1022-55-3 1025-10-5,7,8,9	GREEN FEED
15	51	4350/14700	1025-09-1 1025-12-1,2,5,6,7 1025-21-8,9,12 thru 23	GREEN FEED
16	40	4800/14400	1022-50-1,2,3 1022-49-1,3,4	DAIRY DOMESTIC SERVICE ONLY
17	320	4900/14700	1025-13-1 thru 6 1025-20-5,6 1025-19-6,7 1025-15-1 thru 8 1021-471-3,4,6,8 1021-461-2,3,4,6,7,8 1021-481-1,2,3 1024-491-1,2 1021-511-1,2,3 1021-501-1,2 1021-521-1,2,3,4 1021-531-1,2	DAIRY & FARMING GREEN FEED
18	70	5300/15400	1028-201-13,17 1028-511-1 thru 20 1028-501-1 thru 25 1028-491-1 thru 9	DOMESTIC SERVICE ONLY
19	10	6200/12800	1015-511-27	BERRY
20	29	6200/13000	1020-131-1,2 1020-121-21,24	BERRY
21	18	6000/14050	1021-291-1,2	GREEN FEED
22	38	6200/14000	1021-261-1,2,3,4 1021-231-2 1021-101-2,3,4	RANCHING DOMESTIC SERVICE ONLY
23	26	6400/13900	1021-251-1,20 1021-241-2,3	DAIRY
24	17	6850/12850	1051-502-31 1051-631-2	CORN/BERRY

Chino  
AGRICULTURAL LAND - WATER SUPPLY STUDY  
OUTSIDE CONVERSION AREA NO. 1 - LIST B

Property No.	Acreage	ADDRESS N/S - E/W	APN	GENERAL NOTES
25	11	6800/13200	1052-301-1,3,4	DAIRY
26	64	6600/13500	1052-331-1,2,3 1052-341-1,2,3,4 1052-631-1,2,3	DAIRY
27	28	6800/13500	1052-611-1,2 1052-601-2	GREEN FEED
28	15	6800/13900	1053-261-3,4,41,71 1053-231-4,31	GREEN FEED
29	39.5	6600/13900	1053-251-1,2,3,4 1053-241-68 1053-011-2 thru 5	NURSERY
30	99	5700/14150	1021-351-1,2 1021-321-1,2 1021-311-1,2 1021-281-1 1026-011-1	AYALA PARK
31	80	6800/14300	1053-621-1,2 1053-491-1 thru 11,13,14,17 1053-461-1,2,3 1053-451-1,2	DAIRY
32	61	6950/13100	1052-051-1 thru 18 1052-051-20 thru 25	DOMESTIC SERVICE ONLY
33	61	6950/13500	1052-361-1,2,3,4 1052-371-1,2,3 1052-591-1,2 1052-581-1,2	DAIRY
34	61	6950/13900	1053-051-3,4 1053-061-3,4 1053-221-1,2 1053-271-1 thru 8	DAIRY
35	61	6950/14300	1053-441-1 thru 9,12,13 1053-431-1,2 1053-501-1,2,3,4 1053-611-1,2,3	DAIRY
36	10	5250/11550	1014-301-3,4,5	NURSERY & CHRISTMAS TREES
37	20	5350/11600	1014-271-1 1014-281-4	NURSERY & CHRISTMAS TREES
40	32	4400/13000	1019-111-27 thru 73 1019-122-1 thru 48 1019-123-1 thru 54	RECENTLY CONVERTED BERRY FARMING TO RESIDENTIAL
41	30	4600/13500	1019-441-3,4 1019-511-6,7 1019-501-1	RANCHING
42	10	5250/14150	1021-361-21,22	NURSERY
43	18	5350/13600	1020-571-3,4,6 1020-461-1,2,3	BERRY
44	60	5600/13900	1021-041-1 thru 4,6,9 1021-131-1,2 1021-201-1,2 1021-331-1 1021-301-1	DAIRY DOMESTIC SERVICE ONLY - OTHER USES WELL
45	10	5950/13750	1021-061-1,2	DAIRY
46	5	6450-13350	1021-381-5	BERRY
TOTAL	1857.5			

*THE CITY OF CHINO HILLS  
PROPOSED PARCELS FOR  
LAND USE CONVERSION*

THE CITY OF CHINO HILLS  
PUBLIC WORKS DEPARTMENT  
GEOGRAPHIC INFORMATION SYSTEM  
101 GRAND AVENUE  
CHINO HILLS CA 91711  
(909)

ID	APN	OWNER	ACREAGE
1	1022-291-09	Boys Republic	4.63
2	1022-291-10	Boys Republic	44.49
3	1022-291-05	Boys Republic	2.32
4	1022-591-02	Boys Republic	28.46
5	1022-291-08	Boys Republic	118.04
6	1025-461-01	De Groot	8.92
7	1025-461-02	De Groot	2.01
8	1025-461-03	De Groot	7.12
9	1025-481-02	De Groot	8.23
10	1025-471-04	De Groot	4.12
11	1025-471-03	De Groot	1.72
12	1025-481-01	De Groot	9.62
13	1025-511-01	De Groot	6.66
14	1025-471-01	City of Chino Hills	6.38
15	1025-471-02	Greening	1.00
16	1025-561-04	Greening	47.24
17	1028-471-01	Greening	66.82
18	1028-351-01	Kramer	1.54
20	1028-351-13	Higgins	4.04
21	1028-351-23	Higgins	38.24
22	1028-351-11	Higgins	7.64
23	1028-201-03	Von Lusk	1.91
24	1028-201-02	Von Lusk	77.57
25	1028-201-74	Von Lusk	54.77
26	1028-201-75	Von Lusk	37.57
27	1028-351-07	Bahan	28.27
28	1017-231-21	Amato	1.79
29	1017-231-22	Trapani	5.65
30	1017-241-14	Richland Pinehurst LP	82.37
31	1017-491-01	Richland Pinehurst LP	78.63
32	1027-492-01	Richland Pinehurst LP	43.31
33	1027-121-07	Richland Pinehurst LP	15.94
34	1057-261-06	Abacherli	128.26
35	1057-261-05	Abercherli	10.00
36	1021-561-01	Van Klavern	13.62
	1021-591-01	Van Klavern	9.50
	1021-591-03	Van Klavern	11.60
	1021-601-04	Van Klavern	8.28
	1021-601-01	Van Klavern	9.16
37	1028-351-16	Higgins	2.60
38	1028-351-14	Higgins	11.21
39	1028-351-18	Weeda	12.16
<b>TOTAL:</b>			<b>1053.40</b>

CONVERSION

CUCAMONGA COUNTY WATER DISTRICT  
 West gate specific plan property west of Cherry

APN	Acreage
226-112-08	7.07
228-012-05	108.62
06	7.54
00 (adjacent to Cherry)	110.00 (estimated)
228-092-03	37.36
14	9.61
15	9.61
16	9.61
17	7.57
20	11.54
19	9.73
22	25.40
228-091-12	18.68
24	5.43
25	9.00
28	35.51
07	38.00 (estimated)
<b>Totals</b>	<b>460.28</b>

APN maps attached

JT:dc(CCWDCOV.S.DOC)  
 6/26/95

## CONVERSION

FONTANA WATER COMPANY  
West gate specific plan property east of Cherry

APN	Acreage
228-021-28	142.35
27	8.50
226-121-21	12.50
18	137.83
226-091-46	45.78
62	70.04
Total	417.00

JT:dc(FWCCONVR.DOC)  
6/26/95

Jurupa Community Services District  
LAND CONVERSION REQUESTS FY 94-95  
OUTSIDE OF CONVERSION AREA NO. 1

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
156020026	12400 PHILADELPHIA	10.25	A	1
156020027	12350 PHILADELPHIA	15.41	A	2
156020030		8.79	A	3
156160018	3791 DE FOREST	10.75	B	1
156160035	3065 DULLES	5.21	B	2
156160036	3058 DULLES	9.42	B	3
156160037		7.31	B	4
156160038		5.03	B	5
156160039	3178 DULLES	5.11	B	6
156160046	3431 DE FOREST	5.10	B	7
156160058		2.45	B	8
156160059		1.60	B	9
156160060		0.19	B	10
156160061		0.22	B	11
156160065	3450 DULLES	5.50	B	12
156160066	3204 DE FOREST	5.20	B	13
156160067		5.37	B	14
156160068		5.00	B	15
156160069	3384 DE FOREST	5.00	B	16
156160070		5.21	B	17
156160071	3725 NOBEL	7.88	B	18
156160072		3.55	B	19
156160073	3444 DE FOREST	1.20	B	20
156160074	3590 DE FOREST	10.66	B	21
156160080		5.16	B	22
156160081		6.25	B	23
156160082	10885 INLAND	11.43	B	24
156160084	10980 INLAND	2.51	B	25
156160087	3305 DULLES	20.47	B	26
156160088	3305 DULLES	44.37	B	27
156160089	3305 DULLES	8.40	B	28
156160095	3038 DEERE	12.94	B	29
156160096	3371 DE FOREST	25.03	B	30
156160097		23.97	B	31
183030007	7545 JURUPA	9.90	C	3
183030008	7585 JURUPA	1.99	C	2
183030033	7491 JURUPA	5.69	C	1
183080010	7371 JURUPA	7.55	D	1
	TOTAL ACRES	327.07		

Jurupa Community Services District  
LAND CONVERSION REQUESTS FY 95-96  
AFTER WATERMASTER VERIFICATION

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
162200006	9894 60TH	5.00	A	1
162200007	60TH	5.00	A	2
162200008	LIMONITE	5.00	A	3
162200009	LIMONITE	4.95	A	4
162200010	9951 LIMONITE	9.65	A	5
162210011	10001 LIMONITE	9.76	A	6
162210001	9709 60TH	5.00	B	1
162210002	6067 BEACH	5.00	B	2
162210003	LIMONITE	5.00	B	3
162210004	LIMONITE	5.00	B	4
165050001	8618 54TH	2.50	C	1
165050002	8646 54TH	2.50	C	2
165050005	5424 PEDLEY	5.00	C	3
165050006	5494 PEDLEY	5.00	C	4
165060001	5419 PEDLEY	5.00	D	1
165060002	5455 PEDLEY	2.86	D	2
165060003	5489 PEDLEY	2.86	D	3
165060013	5511 PEDLEY	3.01	D	4
165080003	5723 PEDLEY	3.25	E	1
165080004	5733 PEDLEY	3.25	E	2
165080005	5793 PEDLEY	7.00	E	3
165080007	5760 PEDLEY	3.00	E	4
165080009	8705 58TH	5.00	E	5
165080010	8695 58TH	2.39	E	6
165080012	8696 56TH	5.00	E	7
165091015	5685 PEDLEY	3.85	F	1
165092004	5690 5685	1.82	F	2
165140008	5935 5685	5.89	G	1
165140029	5831 5685	4.50	G	2
165140030	5853 5685	2.16	G	3
165160001	8626 58TH	3.82	H	1
165160002	8662 58TH	2.50	H	2
165160003	8710 58TH	2.50	H	3
166030025	8238 JURUPA	9.22	I	1
166030023	4800 STONE	14.52	I	2
166030011	4992 STONE	4.63	I	3
166050008	4695 TYROLITE	3.36	J	1
166060005	4911 TYROLITE	8.93	K	1
166060006	4799 TYROLITE	6.19	K	2
166070001	5040 AGATE	4.85	L	1
166070030	5070 AGATE	2.33	L	2
166070009	5025 STONE	2.69	L	3
166070011	5065 STONE	3.63	L	4
166090001	5289 STONE	9.82	M	1
166090002	5250 STONE	5.28	M	2
166090004	5256 AGATE	12.88	M	3
166090023	8440 54TH	2.26	M	4
166090026	5340 AGATE	4.67	M	5
166190017	8600 58TH	10.00	N	1
167020002	GALENA	33.71	O	1



Jurupa Community Services District  
LAND USE CONVERSION REQUESTS FY 95-96  
AFTER WATERMASTER VERIFICATION

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
167020006	GALENA	9.70	O	2
167020007	GALENA	29.20	O	3
167020008	GALENA	33.70	O	4
167110008	9440 GALENA	10.93	P	1
167160042	4777 FELSPAR	9.37	Q	1
169070006	8705 MISSION	2.57	R	1
169210008	8721 GALENA	1.40	S	1
169270018	4930 AGATE	4.71	T	1
169280020	4945 PEDLEY	2.45	U	1
169280022	8864 PEDLEY	2.71	U	2
169290011	5015 PEDLEY	5.00	V	1
169290020	5071 PEDLEY	4.77	V	2
169290021	5151 PEDLEY	4.77	V	3
169300003	5339 PEDLEY	7.50	W	1
169300005	5355 PEDLEY	8.35	W	2
169300007	5335 PEDLEY	2.39	W	3
169300008	5261 PEDLEY	2.39	W	4
169300009	5235 PEDLEY	2.39	W	5
169300010	5205 PEDLEY	2.38	W	6
169310002	5074 PEDLEY	3.01	X	1
169310003	5071 AGATE	2.72	X	2
169310026	5329 AGATE	2.48	X	3
169310028	5271 AGATE	2.48	X	4
170310041	9200 MISSION	4.14	X	1
171040027	3851 PYRITE	15.41	Y	1
171050013	4100 AGATE	7.69	Z	1
171090011	8531 MISSION	3.22	AA	1
171190004	7868 MISSION	10.96	BB	1
171220002	7837 GALENA	9.64	CC	1
173160020	9150 GRANITE HILL	4.03	DD	1
173160024	8931 GRANITE HILL	2.06	DD	2
173160032	8951 HIGHWAY	4.13	DD	3
183030014	7586 JURUPA	6.92	EE	1
	TOTAL ACRES	508.56		

Monte Vista Water District  
P.O. Box 71  
Montclair, CA 91763-0071

Proposed Conversion Acres  
Submitted by Gil Martinez, August 2, 1995

Property No.	Approximate Acreage	APN (Lot No.)
A	4.3	1013-131-15,17,19
A1	2.4	1013-131-15,17,19 (Lot 1 & 6)
C	8.0	1013-171-1 thru 5
E	9.6	1013-271-1 1013-531-5
G	9.0	1013-291- 6 & 7
I	10.0	1013-521-4 (Lot 1)
N	.5	1016-101-1
	<u>43.66</u>	

Prepared by J.R. Theirl  
August 14, 1995

Based on information provided by Gil Martinez of MVWD on August 2, 1995.

City of Ontario  
Existing Agricultural Uses  
Exhibit A

Identification	APN	Address	Acreage
1	11335102	1348 S GROVE AV	11.500
2	11336103	1550 SPARCO AV	7.231
3	11336104	1460 SPARCO AV	0.904
4	11336105	1442 SPARCO AV	0.454
5	11336106	1436 SPARCO AV	0.232
6	11336107	1410 SPARCO AV	5.518
7	11336116	1551 S GROVE AV	12.255
8	11336118	1405 S GROVE AV	11.642
9	11341421	1704 S VINEYARD AV	3.677
10	11343105	1160 S MILDRED AV	51.026
11	11351208	O E AIRPORT -OIA	8.524
12	11351210	O E AIRPORT -OIA	7.400
13	21019210	572 N TURNER AV	22.343
14	21121104	3000 E JURUPA ST	20.039
15	21121109	1200 S ARCHIBALD AV	19.395
16	21121111	2900 E JURUPA ST	65.765
17	21131203	O E MISSION BL	4.020
18	21131204	O E MISSION BL	2.022
19	21134101	O S SEAGULL AV	0.615
20	21134102	O E JURUPA ST	0.782
21	21134103	O E JURUPA ST	0.534
22	21134104	O E JURUPA ST	0.530
23	21134105	O E JURUPA ST	0.532
24	21134106	O S AVIATION DR	0.786
25	21134107	O S AVIATION DR	1.016
26	21808103	2300 S MILLIKEN AV	46.266
27	21808105	O E MISSION BL	0.263
28	21808108	O E MISSION BL	49.657
61	21809124	O S MILLIKEN AV	15.280
29	23801131	1000 N ROCHESTER AV	2.270
30	23801219	O E INLAND EMPIRE BL	10.664
31	23801223	O E FOURTH ST	13.856
32	23808140	O S WINEVILLE AV	2.655
33	23824110	5010 E AIRPORT DR	0.000
34	101120109	1241 W STATE ST	0.000
35	101120110	1211 W STATE ST	2.434
36	101120111	520 S MAGNOLIA AV	2.409
37	101122102	616 OAKS AV	0.000
38	101142109	O S ELDERBERRY AV	0.942
39	101142111	O S ELDERBERRY AV	1.942
40	101152112	O S ELDERBERRY AV	1.005
41	101153103	O S BENSON AV	2.566
42	101153104	O S BENSON AV	1.860
43	101143105	O S BENSON AV	4.781
44	101412103	O S OAKS AV	0.063
45	101412104	O S OAKS AV	1.705
46	101421112	1320 W FRANCIS ST	7.281
47	104921105	720 E SUNKIST ST	0.000
48	104930105	752 W PARK ST	2.668
49	104930106	720 W PARKS ST	2.685
50	104942104	1310 S CUCAMONGA AV	4.694
51	104950102	1125 S SULTANA AV	0.207

City of Ontario  
Existing Agricultural Uses  
Exhibit A

Identification	APN	Address	Acreage
52	105013102	1518 S CUCAMONGA AV	0.000
53	105013103	1558 S CUCAMONGA AV	6.028
53	105016103	1556 S GRPVE AV	0.000
55	105017102	1642 S GROVE AV	9.563
56	105018103	1743 S CUCAMONGA AV	8.970
57	105020101	1687 S BON VIEW AV	9.547
58	105036108	1844 S FERN AV	0.000
59	105045104	1921 S BON VIEW AV	4.740
60	105046109	1056 E FRANCIS ST	9.064
61	011340102	1533 S PARCO AVE	29.000
62	101121106	1300 W MISSION BLVD	1.000
63	101138204	1055 W MISSION BLVD	1.000
64	101446205	1951 S PALMETTO AVE	1.000
65	105115103	1256 E PHILADELPHIA ST	6.000
66	105157177	NW CORNER GROVE AVE & RIVERSIDE DR	1.000
67	104947204	CAMPUS (N OF FRANCIS, S OF PHILLIPS)	6.000
68	011008107	1633 E HOLT BLVD	5.000
69	105144103	NW CORNER EUCLID AVE & RIVERSIDE DR	10.000
Total			544 Acres

City of Chino  
CHINO BASIN LAND USE CONVERSION  
PARCELS TO BE CONVERTED IN FY 94/95

PROPERTY No.	ACREAGE	ADDRESS N/S - E/S	APN	GENERAL NOTES
8	10	3600/13650	1019-611-28,39,40	IRRIGATED LANDSCAPE/UNDER DEVELOPMENT
			1019-611-41,42,43,49	
10	31	3900/14000	1022-031-2	ENTERTAINMENT COMPLEX
			1022-26-4	
			1022-27-4	
			1022-082-1,2,8,9,10	
13	142	4300/14300	1022-42-6,7,8	COMM/IND - WAREHOUSE
			1022-41-5	
			1022-56-2	
			1022-53-11,12,13	
			1022-431-8	
			1022-441-8	
			1022-541-3	
18	70	5300-15400	1028-201-13,17	COMM/IND (MISSION LAUNDRY)
			1028-511-1 thru 20	
			1028-501-1 thru 25	
			1028-491-1 thru 9	
23	26	6400/13900	1021-251-1,20	RESIDENTIAL DEVELOPMENT/COMMERCIAL PARK
			1021-241-2,3	
29	39.5	6600/13900	1053-251-1,2,3,4	RESIDENTIAL DEVELOPMENT
			1053-241-68	
			1053-011-2 thru 5	
30	99	5700/14150	1021-351-1,2	AYALA PARK
			1021-321-1,2	
			1021-311-1,2	
			1021-281-1	
			1026-011-1	
32	61	6950/13100	1052-051-1 thru 18	DOMESTIC SERVICE ONLY/RESIDENTIAL
			1052-051-20 thru 25	
*	41	3950/13900	1022-082-1 thru 11	COMMERCIAL DEVELOPMENT
			1022-251-3 thru 14	
TOTAL	519.5			

\* acreage above property number 11 (MAJESTIC SPECTRUM POWER CENTER)

Jurupa Community Services District  
 LAND CONVERSION REQUESTS FY 94-95  
 OUTSIDE OF CONVERSION AREA NO. 1

PARCEL NUMBER	PARCEL ADDRESS	NUMBER OF ACRES	MAP NO	LOT NO
156020026	12400 PHILADELPHIA	10.25	A	1
156020027	12350 PHILADELPHIA	15.41	A	2
156020030		8.79	A	3
156160018	3791 DE FOREST	10.75	B	1
156160035	3065 DULLES	5.21	B	2
156160036	3058 DULLES	9.42	B	3
156160037		7.31	B	4
156160038		5.03	B	5
156160039	3178 DULLES	5.11	B	6
156160046	3431 DE FOREST	5.10	B	7
156160058		2.45	B	8
156160059		1.60	B	9
156160060		0.19	B	10
156160061		0.22	B	11
156160065	3450 DULLES	5.50	B	12
156160066	3204 DE FOREST	5.20	B	13
156160067		5.37	B	14
156160068		5.00	B	15
156160069	3384 DE FOREST	5.00	B	16
156160070		5.21	B	17
156160071	3725 NOBEL	7.88	B	18
156160072		3.55	B	19
156160073	3444 DE FOREST	1.20	B	20
156160074	3590 DE FOREST	10.66	B	21
156160080		5.16	B	22
156160081		6.25	B	23
156160082	10885 INLAND	11.43	B	24
156160084	10980 INLAND	2.51	B	25
156160087	3305 DULLES	20.47	B	26
156160088	3305 DULLES	44.37	B	27
156160089	3305 DULLES	8.40	B	28
156160095	3038 DEERE	12.94	B	29
156160096	3371 DE FOREST	25.03	B	30
156160097		23.97	B	31
183030007	7545 JURUPA	9.90	C	3
183030008	7585 JURUPA	1.99	C	2
183030033	7491 JURUPA	5.69	C	1
183080010	7371 JURUPA	7.55	D	1
	TOTAL ACRES	327.07		

City of Ontario  
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City of Ontario  
Existing Agricultural Uses  
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68	011008107	1633 E HOLT BLVD	5.000
69	105144103	NW CORNER EUCLID AVE & RIVERSIDE DR	10.000
Total			544 Acres



## ROTATION SCHEDULE FOR REPRESENTATIVES TO WATERMASTER

### Existing and Proposed Representation of the Parties to the Judgment

Interim 34-month	Appropriators			NON-AG	Agricultural Pool		Municipals		
	[24]			[13 Ind.]	[3 Groups]		[3 Overlying Districts]		
Mar-98	Ontario	MVWD	CCWD	Industry	Dairy	Crops	IEUA	TVMWD	WMWD
1999	Ontario	MVWD	CCWD	Industry	Dairy	Crops	IEUA	TVMWD	WMWD
2000	Ontario	MVWD	CCWD	Industry	Dairy	Crops	IEUA	TVMWD	WMWD
Term cycles Reappoint	(2 yr) <i>Big</i>	(2 yr) <i>Medium</i>	(2 yr) <i>Small</i>						
Jan-01	FWC	MVWD	CCWD	Industry	Dairy	Crop	IEUA	TVMWD	WMWD
Jan-02	FWC	Chino	Ontario	Industry	Dairy	State	IEUA	TVMWD	WMWD
Jan-03	Pomona	Chino	Minor Rep	Industry	Crop	State	IEUA	TVMWD	WMWD
Jan-04	Pomona	FUWC	Chino Hills	Industry	Crop	State	IEUA	TVMWD	WMWD
Jan-05	Jurupa	FUWC	Chino Hills	Industry	Crop	Dairy	IEUA	TVMWD	WMWD
Jan-06	Jurupa	MVWD	Minor Rep	Industry	State	Dairy	IEUA	TVMWD	WMWD
Jan-07	Ontario	MVWD	Minor Rep	Industry	State	Dairy	IEUA	TVMWD	WMWD
Jan-08	Ontario	CCWD	Upland	Industry	State	Crop	IEUA	TVMWD	WMWD
Jan-09	FWC	CCWD	Upland	Industry	Dairy	Crop	IEUA	TVMWD	WMWD
Jan-10	FWC	Chino	Minor Rep	Industry	Dairy	Crop	IEUA	TVMWD	WMWD
Jan-11	Pomona	Chino	Minor Rep	Industry	Dairy	State	IEUA	TVMWD	WMWD
Jan-12	Pomona	FUWC	Chino Hills	Industry	Crop	State	IEUA	TVMWD	WMWD
Jan-13	Jurupa	FUWC	Chino Hills	Industry	Crop	State	IEUA	TVMWD	WMWD
Jan-14	Jurupa	MVWD	Minor Rep	Industry	Crop	Dairy	IEUA	TVMWD	WMWD
Jan-15	Ontario	MVWD	Minor Rep	Industry	State	Dairy	IEUA	TVMWD	WMWD

The noted rotation sequence perpetuates indefinitely until and unless there is a Court approved change

RESOLUTION NO. 99-03

RESOLUTION OF THE CHINO BASIN WATERMASTER  
CONCERNING WATERMASTER  
PUBLIC MEETINGS, HEARINGS AND  
CONFIDENTIAL SESSIONS

**BE IT RESOLVED BY THE CHINO BASIN WATERMASTER** that this resolution amends the Chino Basin Watermaster Rules and Regulations governing Watermaster operations.

Section 1. Purpose  
This resolution amends the Chino Basin Watermaster Rules and Regulations governing Watermaster operations.

Section 2. Amendment  
Section 2.06 and 2.07 of the Watermaster Rules are amended and will now read as follows:

2.06 Public Meetings/Hearings/Confidential Sessions

- (a) Public Meetings. All meetings, whether regular or special, shall be open to the public except as provided in (c) below.
- (b) Hearings. Whenever a public hearing shall be required herein, written notice of such public hearing containing the time, date and place of hearing, together with the matters to be heard thereat, shall be given to all Active Parties and each such person who has requested, in writing, notice of such hearing at least (10) ten days prior to said public hearing.

At such hearing, evidence shall be taken with regard to only the matters noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions shall be issued and made available for public inspection.

- (c) Confidential Sessions. All meetings of the Watermaster shall be open to the public as provided in (a) and (b) above, unless a confidential session is authorized by this rule or the Advisory Committee. A confidential session may be held by the Watermaster and the chair of the three Pools (Appropriative, Agricultural and Non-Agricultural) to:

- Meet with counsel to discuss or act on pending or threatened litigation;
  - Discuss personnel matters involving individual employees.

Minutes shall not be taken for confidential sessions, but a confidential memorandum shall be prepared to describe attendance and votes on decisions.

2.07 Notice

- (a) Meetings. Notices of meetings and confidential sessions shall be given in writing to all Active Parties and each such person who has requested notice in writing, and shall specify the time and place of the meeting or session and the business to be transacted thereat. Hearing notices shall be made as provided in 2.06 (b) above. [Based on Judgment, page 20, Paragraph 37(c).]

- (b) Delivery of Notice. Delivery of notice for meetings and confidential sessions shall be deemed made on the date personally given or within ninety-six (96) hours of deposit in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such person."

Section 3. Other.  
Except as provided herein, the Chino Basin Watermaster Rules and Regulations, along with any prior amendments thereto, are reaffirmed.

**NOW, FURTHER, BE IT RESOLVED** that this Resolution shall become effective upon adoption.

**RESOLUTION 99-03**, approved by the Chino Basin Watermaster Advisory Committee on the 13<sup>th</sup> day of May 1999, is hereby **ADOPTED** by the Chino Basin Watermaster Board on this 13<sup>th</sup> day of May 1999.

CHINO BASIN WATERMASTER BOARD

Robert Neufeld  
Robert Neufeld, Chairman

ATTEST:

Josephine Johnson  
Josephine Johnson, Secretary/Treasurer  
Chino Basin Watermaster Board

APPROVED:

Robert DeLoach  
Robert DeLoach, Chairman  
Watermaster Advisory Committee

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN BERNARDINO )

I, Josephine Johnson, Secretary/Treasurer of the Chino Basin Watermaster Board, DO HEREBY CERTIFY that the foregoing Resolution being No. 99-03, was adopted at a regular meeting of the Chino Basin Watermaster Board by the following vote:

AYES: Neufeld, Krueger, Arbelbide, Hofer, Johnson, and King

NOES: None

ABSENT: Catlin, Schroeder, and Vanden Heuvel

ABSTAIN: None

CHINO BASIN WATERMASTER BOARD

Josephine Johnson  
Secretary/Treasurer



**CHINO BASIN WATERMASTER**

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

**PROOF OF SERVICE**

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 8632 Archibald Avenue, Suite 109, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On October 15, 2001, I served the document(s) identified below

- 1) **WATERMASTER REQUEST FOR RATIFICATION AND CONFIRMATION OF AUTHORITY TO PROSECUTE A WATER RIGHTS PETITION, WATER RIGHTS APPLICATION TO APPROPRIATE AND TO HOLD WATER RIGHTS IN TRUST**
- 2) **TRANSMITTAL OF UPDATED JUDGMENT (An unofficial reference version of the Judgment is being filed with the Court. Small booklet versions are being printed and will be provided to active participants who have the small reference booldets as soon as they are complete. Note: Copies are available on request and are not being served on all parties).**

for Court Hearing November 15, 2001 @ 2:00 p.m.

by placing a true copy of same in sealed envelopes for delivery by United States Postal Service mail at Rancho Cucamonga, California, to each of the addresses shown on the attached service lists:

- Attorney Service List
- Mailing List A

I declare under penalty of per jury that the foregoing is true and correct and that this declaration was executed at Rancho Cucamonga, California, on October 16, 2001.

  
\_\_\_\_\_  
Mary Staula

RICHARD ADAMS II  
DEPUTY COUNSEL - POMONA  
ALVAREZ-GLASMAN & CLOVEN  
505 S GAREY AVE  
POMONA CA 91766

DAVID B. ANDERSON  
DEPARTMENT OF WATER RESOURCES  
1416 NINTH ST  
P.O. BOX 94236  
SACRAMENTO CA 94236-0001

WILLIAM J. BRUNICK ESQ.  
BRUNICK ALVAREZ & BATTERSBY  
P O BOX 6425  
SAN BERNARDINO CA 92412

THOMAS S. BUNN III  
LAGERLOF SENEAL BRADLEY  
GOSNEY & KRUSE  
301 N LAKE AVE 10<sup>TH</sup> FL  
PASADENA CA 91101-4108

CHINO BASIN WATERMASTER  
8632 ARCHIBALD AVE STE 109  
RANCHO CUCAMONGA CA 91730

JEAN CIHIGOYENETCHE  
GENERAL COUNSEL-IEUA  
CIHIGOYENETCHE GROSSBERG &  
CLOUSE  
3602 INLAND EMPIRE BLVD STE C315  
ONTARIO CA 91764

ROBERT DOUGHERTY  
GENERAL COUNSEL-ONTARIO  
COVINGTON & CROWE  
P O BOX 1515  
ONTARIO CA 91762

JIM ERICKSON  
LAW OFFICES OF JIMMY GUTIERREZ  
EL CENTRAL REAL PLAZA  
12616 CENTRAL AVE  
CHINO CA 91710

FREDERIC FUDACZ  
NOSSAMAN GUTHNER KNOX & ELLIOTT LLP  
445 S FIGUEROA ST 31<sup>ST</sup> FL  
LOS ANGELES CA 90071-1672

ERIC GARNER  
BEST BEST & KRIEGER LLP  
P O BOX 1028  
RIVERSIDE CA 92502-1028

JIMMY GUTIERREZ  
ATTORNEY-CITY OF CHINO  
EL CENTRAL REAL PLAZA  
12616 CENTRAL AVE  
CHINO CA 91710

SHARON JOYCE  
LEGAL COUNSEL - STATE OF CA - CDC  
1515 S STREET ROOM 125  
SACRAMENTO, CA 95814

STEVEN KENNEDY  
GENERAL COUNSEL-TVMWD  
BRUNICK ALVAREZ & BATTERSBY  
P O BOX 6425  
SAN BERNARDINO CA 92412

ARTHUR KIDMAN  
ATTORNEY-MVWD  
MC CORMICK KIDMAN & BEHRENS  
695 TOWN CENTER DR STE 400  
COSTA MESA CA 92626

MARILYN LEVIN  
STATE OF CALIFORNIA  
OFFICE OF THE ATTORNEY GENERAL  
300 S SPRING ST 11<sup>TH</sup> FL N TOWER  
LOS ANGELES CA 90013-1232

JAMES L MARKMAN  
RICHARDS WATSON & GERSHON  
P O BOX 1059  
BREA CA 92622-1059

DAN MC KINNEY  
SPECIAL COUNSEL-AG POOL  
REID & HELLYER  
P O BOX 1300  
RIVERSIDE CA 92502-1300

THOMAS H MC PETERS  
MC PETERS MC ALEARNEY SHIMFF &  
HATT  
P O BOX 2084  
REDLANDS CA 92373

JAMES P MORRIS  
BEST BEST & KRIEGER LLP  
P O BOX 1028  
RIVERSIDE CA 92502-1028

JARLATH OLAY  
DEPUTY GENERAL COUNSEL MWD  
700 N ALAMEDA ST  
LOS ANGELES CA 90012

TIMOTHY J RYAN  
SAN GABRIEL VALLEY WATER  
COMPANY  
P O BOX 6010  
EL MONTE CA 91734

JOHN SCHATZ  
COUNSEL-JCSD  
P O BOX 7775  
LAGUNA NIGUEL CA 92607-7775

ANNE J SCHNEIDER  
ELLISON & SCHNEIDER  
2015 H ST  
SACRAMENTO CA 95814-3109

JESS SENEAL  
LAGERLOF SENEAL BRADLEY  
GOSNEY & KRUSE  
301 N LAKE AVE 10<sup>TH</sup> FL  
PASADENA CA 91101-4108

GERALYN SKAPIK ATTORNEY  
CITY OF CHINO HILLS  
BURKE WILLIAMS & SORENSON  
611 W 6<sup>TH</sup> ST STE 2500  
LOS ANGELES CA 90071-1469

SCOTT SLATER  
HATCH & PARENT  
21 E CARRILLO ST  
SANTA BARBARA CA 93101-2782

MICHELE A STAPLES  
JACKSON DEMARCO & PECKENPAUGH  
4 PARK PLAZA 16<sup>TH</sup> FL  
IRVINE CA 92614

GENE TANAKA  
BEST BEST & KRIEGER LLP  
P O BOX 1028  
RIVERSIDE CA 92502-1028

ANNE T THOMAS  
BEST BEST & KRIEGER LLP  
P O BOX 1028  
RIVERSIDE CA 92502-1028

SUSAN TRAGER  
LAW OFFICES OF SUSAN M TRAGER  
19712 MacArthur Blvd Ste 120  
Irvine, CA 92612

BURTON J. GINDLER  
MORRISON & FOERSTER LLP  
555 W 5<sup>TH</sup> ST  
LOS ANGELES CA 90013-1024



AAA AA  
MAILING LIST 1  
UPDATED 4/18/01

CURTIS AARON  
CITY OF FONTANA  
8353 SIERRA AVE  
FONTANA CA 92335-3598

RICHARD ANDERSON  
1365 W FOOTHILL BLVD STE 1  
UPLAND CA 91786

A W ARAIZA  
WEST SAN BERN CWD  
P.O. BOX 920  
RIALTO CA 92376-0920

STEVE ARBELBIDE  
CBWM BOARD  
417 PONDEROSA TR  
CALIMESA CA 92320

DAVE ARGO  
BLACK & VEATCH  
6 VENTURE STE 315  
IRVINE CA 92618-3317

DAN ARRIGHI  
SAN GABRIEL VALLEY WATER CO  
P.O. BOX 6010  
EL MONTE CA 91734-2010

RICH ATWATER  
IEUA  
P.O. BOX 697  
RCHO CUCA CA 91729-0697

RODNEY BAKER  
COUNSEL FOR EGGSWEST & JOHNSO  
BROS  
P.O. BOX 438  
COULTERVILLE CA 95311-0438

VIC BARRION  
RELIANT ENERGY ETIWANDA  
8996 ETIWANDA AVE  
ETIWANDA CA 91739

KEITH BELAND  
STATE OF CALIFORNIA CDC  
P.O. BOX 942883  
SACRAMENTO CA 94283-0001

BOB BEST  
NAT'L RESOURCES CONS SVS  
25864BUSINESS CENTER DR K  
REDLANDS CA 92374

GERALD BLACK  
FONTANA UNION WATER CO  
P.O. BOX 309  
FONTANA CA 92334

MICHAEL BOCCADORO  
THE DOLPHIN GROUP  
925 L ST STE 800  
SACRAMENTO CA 95814

ROBERT BOWCOCK  
VULCAN MATERIALS  
2417 N BONNIE BRAE  
CLAREMONT CA 91711-1913

FRANK BROMMENSCHENKEL  
134 DAVIS ST  
SANTA PAULA CA 93060

JIM BRYSON  
FONTANA WATER COMPANY  
P.O. BOX 987  
FONTANA CA 92334-0987

BRUCE CASH  
UNITED WATER MGMT CO INC  
1905 BUSINESS CENTER DR STE 100  
SAN BERNARDINO CA 92408

TERRY CATLIN  
CBWM BOARD  
2344 IVY CT  
UPLAND CA 91784

NEIL CLIFTON  
IEUA  
P.O. BOX 697  
RCHO CUCA CA 91729-0697

LAURA COOMBS  
ARROWHEAD WATER COMP  
5772 JURUPA RD  
ONTARIO CA 91761-3672

DAVID COOPER  
SUNKIST GROWERS INC  
760 E SUNKIST ST  
ONTARIO CA 91761

STEVE CORTNER  
VULCAN MATERIALS COMPANY  
P.O. BOX 39756  
LOS ANGELES CA 90039

DAVID B COSGROVE  
RUTAN & TUCKER  
611 ANTON BLVD STE 1400  
COSTA MESA CA 92626

RON CRAIG  
RBF & ASSOC  
14725 ALTON PKWY  
IRVINE CA 92718

DAVE CROSLEY  
CITY OF CHINO  
5050 SCHAEFER AVE  
CHINO CA 91710-5549

DAVID DE JESUS  
CBWM BD MEMBER (TVMWD)  
146 E COLLEGE ST  
COVINA CA 91723

ROBERT DEBERARD  
CHAIRMAN-AG POOL  
1886 UKIAH WAY  
UPLAND CA 91784

ROBERT DELOACH  
CUCAMONGA CTY WD  
P.O. BOX 638  
RANCHO CUCA CA 91729-0638

BILL DENDY  
BILL DENDY & ASSOCIATES  
429 F ST STE 2  
DAVIS CA 95616-4111

GREG DEVEREAUX  
CITY OF ONTARIO  
303 E "B" ST  
ONTARIO CA 91764

DOUG DRURY  
IUEA  
P.O. BOX 697  
RANCHO CUCAMONGA CA 91730

GLENN DUNCAN  
CHINO, CITY OF  
P.O. BOX 667  
CHINO CA 91708-0667

GLEN DURRINGTON  
5512 FRANCIS ST  
CHINO CA 91710

DICK DYKSTRA  
10129 SCHAEFER  
ONTARIO CA 91761-7973

MOHAMED EL AMAMY  
CITY OF ONTARIO  
1425 S BON VIEW  
ONTARIO CA 91761-4406

BOB FEENSTRA  
MILK PRODUCERS COUNCIL  
13545 S EUCLID AVE  
ONTARIO CA 91762-6656

RALPH FRANK  
755 LAKEFIELD RD #E  
WESTLAKE VILLAGE CA 91361

COLE FRATES  
WESTERN DEVELOPMENT & STORAGE  
5657 WILSHIRE BLVD STE 330  
LOS ANGELES CA 90036

CARL FREEMAN  
L. D. KING  
2151 CONVENTION CENTRE WAY  
ONTARIO CA 91764

SAM FULLER  
SAN BERNARDINO VALLEY MWD  
P.O. BOX 5906  
SAN BERNARDINO CA 92412-5906

MARK GAGE P E  
GEOMATRIX CONSULTANTS INC  
2101 WEBSTER ST #1200  
OAKLAND CA 94612

JIM GALLAGHER  
SOUTHERN CALIFORNIA WATER CO  
2143 CONVENTION CTR WAY STE 110  
ONTARIO CA 91764

JOE GRINDSTAFF  
SAWPA  
11615 STERLING AVE  
RIVERSIDE CA 92503

JACK HAGERMAN  
STATE OF CALIFORNIA CIM  
4158 CENTER ST  
NORCO CA 91760

LISA HAMILTON  
GE/MGR ENV REMEDIATION PRGM  
640 FREEDOM BUSINESS CTR  
KING OF PRUSSIA PA 19406

PATSY HAMILTON  
STATE OF CALIFORNIA, CIW  
P.O. BOX 6000  
CORONA CA 91718

DONALD HARRIGER  
CBWM BD/ALTERNATE (WMWD)  
P.O. BOX 5286  
RIVERSIDE CA 92517-5286

CARL HAUGE  
DEPT OF WATER RESOURCES  
1020 9TH ST 3RD FL  
SACRAMENTO CA 95814

PAUL HOFER  
CBWM BOARD  
11248 S TURNER AVE  
ONTARIO CA 91761

CLARK IDE  
OCWD GENERAL COUNSEL  
P.O. BOX 8300  
FOUNTAIN VALLEY CA 92728-8300

ANNESLEY IGNATIUS  
COUNTY OF SAN BERNARDINO FCD  
825 E 3RD ST  
SAN BERNARDINO CA 92415-0835

JOHN WILLIAM INGRAHAM  
CNTY OF SAN BERNARDINO  
7000 MERRILL AVE BOX 1  
CHINO CA 91710-9027

KEN JESKE  
CITY OF ONTARIO  
1425 S BON VIEW AVE  
ONTARIO CA 91761-4406

JOSEPHINE JOHNSON  
CBWM BOARD  
3635 RIVERSIDE DR  
CHINO CA 91710

BARRETT KEHL  
CBWCD  
P.O. BOX 2400  
MONTCLAIR CA 91763-0900

ROB KETTLE  
STATE OF CALIFORNIA, CIW  
P.O. BOX 6000  
CORONA CA 91718

PATRICK KING  
CONSULTANT TO SENATOR NELL SOTO  
822 N EUCLID AVE  
ONTARIO CA 91762

MARK KINSEY  
MONTE VISTA IRRIGATION CO  
10575 CENTRAL AVE  
MONTCLAIR CA 91763

MARK KINSEY  
MONTE VISTA WATER DISTRICT  
P.O. BOX 71  
MONTCLAIR CA 91763-0071

GENE KOOPMAN  
13898 ARCHIBALD AVE  
ONTARIO CA 91761-7979

KRONICK ET AL  
KRONICK MOSKOVITZ TIEDEMANN &  
GIRARD  
400 CAPITOL MALL 27TH FL  
SACRAMENTO CA 95814-4417

KENNETH KULES  
METROPOLITAN WATER DISTRICT  
P.O. BOX 54153  
LOS ANGELES CA 90054-0153

RONALD LA BRUCHERIE  
12953 S BAKER AVE  
ONTARIO CA 91761-7903

FRED LANTZ  
CBWM BO/ALTERNATE (TVMWD)  
P.O. BOX 2701  
POMONA CA 91769

CARLOS LOZANO  
STATE OF CA YTS  
15180 S. EUCLID  
CHINO CA 91710

MIKE MAESTAS  
CITY OF CHINO HILLS  
2001 GRAND AVE  
CHINO HILLS CA 91709-4869

ALAN MARKS  
CTY OF SAN BERN CTY CNSL  
157 W 5TH ST  
SAN BERNARDINO CA 92415

MIKE MCGRAW  
CBWM BD MEMBER/FWC  
P.O. BOX 987  
FONTANA CA 92334-0987

CAROLE MCGREEVY  
JURUPA COMM SVCS DIST  
8621 JURUPA RD  
RIVERSIDE CA 92509-3229

BILL MILLS  
ORANGE COUNTY WATER DIST  
P.O. BOX 8300  
FTN VALLEY CA 92728-8300

ERIC MILLS  
CITY OF POMONA  
148 N HUNTINGTON ST  
POMONA CA 91768

RUBEN MONTES  
SAN BERNARDINO CTY FLO CONT DIST  
825 E THIRD ST  
SAN BERNARDINO CA 92415

JIM MOODY  
CITY OF UPLAND  
P.O. BOX 460  
UPLAND CA 91785-0460

EILEEN MOORE  
SECY ONTARIO CITY COUNCIL  
303 E "B" STREET  
ONTARIO CA 91764

CHRIS NAGLER  
DEPT OF WATER RESOURCES  
770 FAIRMONT AVE SUITE 102  
GLENDALE CA 91203-1035

ROBERT NEUFELD  
CHAIRMAN CBWM BOARD  
14111 SAN GABRIEL CT  
RANCHO CUCAMONGA CA 91739

ROBERT NICHOLSON  
SAN GABRIEL VALLEY WC  
P.O. BOX 6010  
EL MONTE CA 91734-2010

DANA OLDENKAMP  
MILK PRODUCERS COUNCIL  
3214 CENTURION PL  
ONTARIO CA 91761

SANDY OLSON  
WALNUT VALLEY WATER DISTRICT  
271 S BREA CANYON RD  
WALNUT CA 91789

MARY PARENTE  
8559 EDISON AVE  
CHINO CA 91710-9242

HENRY PEPPER  
CITY OF POMONA  
505 S GAREY AVE  
POMONA CA 91766

JEFF PIERSON  
2 HEXAM ST  
IRVINE CA 92612

ROBB QUINCEY  
CITY OF HESPERIA  
15776 MAIN ST  
HESPERIA CA 92345

BILL RICE  
RWQCB - SANTA ANA REGION  
3737 MAIN ST STE 500  
RIVERSIDE CA 92501-3339

LES RICHTER  
CALIFORNIA SPEEDWAY  
P.O. BOX 9300  
FONTANA CA 92334-9300

DAVID RINGEL  
MONTGOMERY WATSON  
P.O. BOX 7009  
PASADENA CA 91109-7009

ARNOLD RODRIGUEZ  
SANTA ANA RIVER WATER CO  
10530 54TH ST  
MIRA LOMA CA 91752-2331

PATRICK SAMPSON  
P.O. BOX 660  
POMONA CA 91769

DIANE SANCHEZ  
DWR  
770 FAIRMONT AVE  
GLENDALE CA 91203-1035

JOSEPH C SCALMANINI  
500 FIRST ST  
WOODLAND CA 95695

JOE SCHENK  
CITY OF NORCO  
P.O. BOX 428  
NORCO CA 91760-0428

DONALD SCHROEDER  
CBWM BOARD  
3700 MINTERN  
RIVERSIDE CA 92509

JUDY SCHURR  
76433 SHOSHONE DR  
INDIAN WELLS CA 92210

DAVID SCRIVEN  
KRIEGER & STEWART ENGINEERING  
3602 UNIVERSITY AVE  
RIVERSIDE CA 92501

MICHAEL SMITH  
NICHOLS STEAD BOILEAU & KOSTOFF  
223 W FOOTHILL BLVD #200  
CLAREMONT CA 91711-2708

KYLE SNAY  
SOUTHERN CA WATER CO  
401 S SAN DIMAS CANYON RD  
SAN DIMAS CA 91773

NELL SOTO  
STATE CAPITOL  
ROOM NO 4066  
SACRAMENTO CA 95814

BILL STAFFORD  
MARYGOLD MUTUAL WATER CO  
9725 ALDER ST  
BLOOMINGTON CA 92316-1637

DAVID STARNES  
MOBILE COMMUNITY MGMT CO  
1801 E EDINGER AVE STE 230  
SANTA ANA CA 92705

L HAIT  
STERN & GOLDBERG  
9150 WILSHIRE BLVD STE 100  
BEVERLY HILLS CA 90210

TOM STETSON  
STETSON ENGINEERS INC  
3104 E GARVEY AVE  
WEST COVINA CA 91791

CRAIG STEWART  
GEOMATRIX CONSULTANTS INC.  
330 W BAY ST STE 140  
COSTA MESA CA 92629

TRACI STEWART

SWRCB  
SWRCB - DIV OF WATER RIGHTS  
P.O. BOX 2000  
SACRAMENTO CA 95809-2000

JIM TAYLOR  
POMONA UTILITY SVS DEPT.  
148 N HUNTINGTON BLVD  
POMONA CA 91768

JERRY THIBEAULT  
RWQCB - SANTA ANA REGION  
3737 MAIN ST STE 500  
RIVERSIDE CA 92501-3339

MICHAEL THIES  
SPACE CENTER MIRA LOMA INC  
3401 S ETIWANDA AVE BLDG 503  
MIRA LOMA CA 91752-1126

JOHN THORNTON  
PSOMAS AND ASSOCIATES  
3187 RED HILL AVE, SUITE 250  
COSTA MESA CA 92626

R.E. THRASH  
PRAXAIR  
5705 AIRPORT DR  
ONTARIO CA 91761

MANAGER  
THREE VALLEYS M W D  
1021 E MIRAMAR AVE  
CLAREMONT CA 91711-2052

GEOFFREY VANDEN HEUVEL  
CBWM BOARD  
7551 KIMBALL AVE  
CHINO CA 91710

ERICK VAUGHN  
ANGELICA RENTAL SERVICE  
1575 N CASE ST  
ORANGE CA 92867-3635

MARK WARD  
AMERON INTERNATIONAL  
13032 SLOVER AVE  
FONTANA CA 92335-6990

RAY WELLINGTON  
SAN ANTONIO WATER COMPANY  
139 N EUCLID AVE  
UPLAND CA 91786-6036

CHARLES R. WHITE  
DWR-SO DIST  
770 FAIRMONT AVE  
GLENDALE CA 91203-1035

MICHAEL WHITEHEAD  
SAN GABRIEL VALLEY WC  
P.O. BOX 6010  
EL MONTE CA 91734

MARK WILDERMUTH  
WILDERMUTH ENVIRONMENTAL INC  
415 N EL CAMINO REAL STE A  
SAN CLEMENTE CA 92672

JEROME WILSON  
CBWM BOARD  
6035 FALLING TREE LN  
ALTA LOMA CA 91737