Superior Court of the State of California

For the County of Orange

ORANGE COUNTY WATER DISTRICT

Plaintiff

vs.

CITY OF CHINO, et al.,

Defendants

NO. 117628

SETTLEMENT DOCUMENTS

STIPULATIONS
- RE DISMISSAL OF CERTAIN DEFENDANTS
- RE DISMISSAL OF CERTAIN CROSS-DEFENDANTS
- FOR JUDGMENT

JUDGMENT
- MAP OF SANTA ANA RIVER WATERSHED
- ENGINEERING APPENDIX

ORDER APPOINTING WATERMASTER

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT DOCUMENTS

AGREEMENTS
- CITY OF SAN BERNARDINO — 1969
- CITY OF COLTON — 1969

WESTERN MUNICIPAL DOCUMENTS

AGREEMENTS
- CHINO BASIN MWD
- RIVERSIDE FLOOD CONTROL
- CITY OF RIVERSIDE
- CITY OF CORONA

WMWD & ESBCWD SETTLEMENT
- STIPULATION FOR JUDGMENT
- JUDGMENT
- ORDER APPOINTING WATERMASTER
- ESBCWD STIPULATION AS TO ACCEPTANCE OF JUDGMENT
- ORDER AMENDING THE JUDGMENT TO CLARIFY THE REPLENISHMENT OBLIGATIONS OF THE PARTIES

Reprinted March 1997

STIPULATIONS RE DISMISSAL

OF

CERTAIN DEFENDANTS

FILED

APR 17 1968

W. E. SHARP, County Clerk

By _____ Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION AND ORDER RE DISMISSAL OF CERTAIN DEFENDANTS

CITY OF RIVERSIDE, et al.,

Cross-Complainants,

v.

CITY OF AHAHEIM, et al.,

Cross-Defendants.

BEAR VALLEY MUTUAL WATER COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF SAN BERNARDINO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF REDLANDS, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF COLTON, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIALTO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BIG BEAR MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

RECITALS

1. The Case. The above action was filed on October 18, 1963, seeking adjudication of the water rights of substantially all water users in the area tributary to Prado Dam in the Santa Ana Watershed. There were in excess of 2,500 defendants served and named in the original complaint and amendments thereto.

2. Proposed Physical Solution. As a means of settling this action, a physical solution has been negotiated by plaintiff Orange County Water District and defendants Chino Basin Municipal Water District, Western Municipal Water District of Riverside County, and San Bernardino Valley Municipal Water District. Said physical solution accomplishes a general inter-basin allocation of the natural water supply of the Santa Ana River system and leaves to each of the major hydrologic units in the watershed the determination and regulation of individual rights therein and the development and implementation of its own basin management plans.

3. It is proposed by plaintiff Orange County Water District to enter a dismissal as to all defendants other than said three municipal water districts, conditioned only upon the acceptance of this stipulation by the defendants who are listed as signatories hereinbelow, and their agreement to cooperate with the physical solution.

STIPULATION

IT IS HEREBY STIPULATED by and between Plaintiff Orange County Water District and the undersigned defendants as follows:

1. Dismissal of Individual Defendants. Orange County Water District agrees to the entry of an order by the Court dismissing, on the ground that they are not necessary parties to the physical solution, each and all of the individual defendants herein excepting only Chino Basin Municipal Water District, Western Municipal Water District of Riverside County, and San Bernardino Valley Municipal Water District. Said dismissals shall be in

consideration of the stipulation by the undersigned defendants to the covenants hereinafter contained.

2. Acceptance of Physical Solution. The undersigned defendants hereby accept and adopt the physical solution set forth in the form of judgment attached hereto, subject to the provisions of Paragraph 3, below. Nothing herein contained, however, shall preclude the assertion, protection and preservation of the water rights of any of the undersigned defendants among themselves, nor shall any provision herein limit the flood control function of any flood control district.

3. Support of Conservation Activities. It is recognized that the physical solution in said Judgment contemplates that Orange County Water District and other entities downstream from Prado Dam will have full freedom to engage in any activities for conservation or storage of Storm Flow at or below Prado Reservoir subject only to flood control use. The undersigned defendants hereby covenant and agree not to oppose any project for conservation of Storm Flow in the storage capacity of Prado Reservoir below the 514 foot contour above sea level which involves the impounding of Storm Flow in the Reservoir with controlled release at the maximum rate consistent with the hydrological capability of the downstream area to absorb such released flow and avoid waste to the ocean.

4. Water Quality Cooperation. Any of the undersigned defendants who participate directly in the management or control of sewage or other water treatment facilities agree that any water or effluent deposited by them into the Santa Ana River or its stream bed will not be of a lesser quality than will meet the present requirements of Santa Ana River Basin Regional Water Quality Control Board.

5. Execution in Counterpart. This stipulation may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and the signature pages from each

counterpart may be collected by the County Clerk and attached to a single copy of the stipulation for filing. Thereupon said filed document shall be considered as constituting one complete Stipulation for Dismissal.

Dated: October 1, 1968

PILLSBURY, MADISON & SUTRO
RUTAN & TUCKER

By _____

ORANGE COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

_____
City Attorney

CITY OF ONTARIO

By _____
Mayor

CLAYSON, STARK, ROTHROCK & MANN

By _____

By _____
Clerk

_____
City Attorney

CITY OF CHINO

By _____
Mayor

CLAYSON, STARK, ROTHROCK & Mann

By _____

By _____
Clerk

SURR & HELLYER

By _____

CUCAMONGA COUNTY WATER DISTRICT

By _____
President

And _____
Secretary

CITY OF CORONA

By _____
Mayor

_____
City Attorney

By _____
Clerk

* * * * * * * * *

Note: Separate signature pages were attached to the filed original, but have been photographically consolidated for purposes of this printed copy.

CITY OF UPLAND

By _____
Mayor

By _____
Clerk

CLAYSON, STARK, ROTHROCK
& MANN

By _____

WEST END CONSOLIDATED WATER CO.

By _____

_____

CHINO BASIN WATER CONSERVATION
DISTRICT

By _____

By _____

SAN ANTONIO WATER COMPANY

By _____

_____

* * * * * * * * *

_____
City Attorney

CLAYSON, STARK, ROTHROCK
& MANN

By _____

CITY OF LA VERNE

By _____
Mayor

By _____
Clerk

* * * * * * * * *

CLAYSON, STARK, ROTHROCK & MANN

By _____

TEMESCAL WATER COMPANY

By _____

MEEKS & DALEY WATER COMPANY

By _____

AGUA MANSA WATER COMPANY

By _____

CORONA FOOTHILL LEMON COMPANY

By _____

JOY WATER COMPANY

By _____

* * * * * * * * *

_____
City Attorney

CITY OF POMONA

By _____
Mayor

By _____
Clerk

TAYLOR & SMITH

By _____

SOUTHERN CALIFORNIA WATER COMPANY

By _____
R. L. Anthony
Vice President-Operations

* * * * * * * * *

CLAYSON, STARK, ROTHROCK & MANN

By _____

MONTE VISTA COUNTY WATER DISTRICT

By _____
President

By _____
Secretary Pro-Tem

* * * * * * * * *

SUNKIST GROWERS, INC.

_____
Counsel

By _____
SECRETARY

CLAYSON, STARK, ROTHROCK & MANN

By _____

* * * * * * * * *

KAISER STEEL CORPORATION

_____
Counsel

By _____
Vice President and Secretary

LONERGAN, JORDAN & GRESHAM

By _____

* * * * * * * * *

CLAYSON, STARK, ROTHROCK & MANN

By _____

SOUTHWEST WATER COMPANY

By _____

* * * * * * * * *

ETIWANDA WATER COMPANY, a corporation

By _____
Secretary

* * * * * * * * *

SURR & HELLYER

By John B. Surr

EAST HIGHLANDS ORANGE COMPANY,
a corporation

By [illegible] President

[illegible], Secretary

* * * * * * * * *

KRONICK, MOSKOVITZ, TIEDEMANN and GIRARD

By Adolph Moskovitz
ADOLPH MOSKOVITZ

JURUPA COMMUNITY SERVICES DISTRICT

By Virgil M. Lawson

* * * * * * * * *

KRONICK, MOSKOVITZ, TIEDEMANN and GIRARD

By Adolph Moskovitz
ADOLPH MOSKOVITZ

VALENCIA MUTUAL WATER COMPANY

By Marion B. Valles
Secretary

* * * * * * * * *

KRONICK, MOSKOVITZ, TIEDEMANN AND GIRARD

Adolph Moskovitz
Adolph Moskovitz

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

[illegible]
Chairman

ATTEST:
DONALD D. SULLIVAN, Clerk
By [illegible]
Deputy

* * * * * * * * *

KRONICK, MOSKOVITZ, TIEDEMANN AND GIRARD

Adolph Moskovitz
Adolph Moskovitz

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

[illegible]
Chairman
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
DONALD D. SULLIVAN, Clerk
By [illegible]
Deputy

* * * * * * * * *

KRONICK, MOSKOVITZ, TIEDEMANN and GIRARD

By _____
ADOLPH MOSKOVITZ

BEAUMONT IRRIGATION DISTRICT

By _____

* * * * * * * * *

REDWINE AND SHERRILL

By _____
Maurice C. Sherrill
Attorneys for Defendant West San Bernardino County Water District

WEST SAN BERNARDINO COUNTY WATER DISTRICT

By _____
Randolph C. McKinley
President of the Board of Directors

* * * * * * * * *

CITY OF RIALTO

By _____

By _____

* * * * * * * * *

RIALTO MUTUAL WATER COMPANY

By _____

* * * * * * * * *

RUNNING SPRINGS COUNTY WATER DISTRICT

By: _____
President

Attest _____
Secretary

(S E A L)

* * * * * * * * *

Crest Forest County Water District

By: _____
President

Attest: _____
Secretary

(S E A L)

* * * * * * * * *

MUSCOY MUTUAL WATER COMPANY #1

By _____

GARST AND DILWORTH

By _____
Attorneys for Defendant
MUSCOY MUTUAL WATER COMPANY #1

_____
Secy.

* * * * * * * * *

CITY OF COLTON

By _____
WILFRED E. KANEY
Mayor

ATTEST:

_____
ELIZABETH DAVIS
City Clerk

GARST AND DILWORTH

By _____
Attorneys for City of Colton

Approved as to form:

_____
LAWRENCE A. HUTTON
City Attorney

* * * * * * * * *

SURR & HELLYER

By _____

FONTANA UNION WATER COMPANY

By _____

* * * * * * * * *

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By _____
President

and _____
Secretary

Approved:

_____
Attorney

* * *

* * *

* * *

COUNTY OF SAN BERNARDINO

By _____
RUBEN S. AYALA, Chairman
Board of Supervisors

SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

By _____
RUBEN S. AYALA, Chairman
Board of Supervisors
Governing Board of the
San Bernardino County Flood
Control District

STANFORD D. HERLICK
County Counsel

By _____
M. CRANE KITCHEL
Assistant County Counsel
Attorneys for Defendants
County of San Bernardino and
the San Bernardino County Flood
Control District

* * *

* * *

* * *

BEST, BEST & KRIEGER

By: _____

WEST RIVERSIDE 350" WATER COMPANY

By: _____

* * *

* * *

* * *

WESTERN HEIGHTS WATER COMPANY, a corporation

By _____

* * * * * * * * *

SURR & HELLYER

By John B. Surr

SOUTH MESA WATER COMPANY, a corporation

By _____

* * * * * * * * *

SUPR & HELLYER

By John B. Surr

NORTH FORK WATER COMPANY, a corporation

By _____

_____, Secretary

* * * * * * * * *

SURR & HELLYER

By John B. Surr

CHAPMAN ASSOCIATES, a partnership

By _____

C. S. Chapman, Jr.

_____

C. S. Chapman, Jr., as Trustee

_____

Alice Ellen Chapman

Sued herein as "Marigold Farms Company"

* * * * * * * * *

LANGFORD RANCHES

By _____

Ernest R. Larsen, a partner

* * * * * * * * *

IOAMOSA WATER COMPANY, a corporation

By _____

* * * * * * * * *

ROLLIN E. WOODBURY
JOHN R. BURY
O'MELVENY & MYERS
LAUREN M. WRIGHT

By _____

* * *

SOUTHERN CALIFORNIA EDISON COMPANY

By _____
Vice President

* * *

* * *

SANTA ANA RIVER DEVELOPMENT COMPANY

By _____
Dudley K. Wright, of Wright and Finley, Attorneys for Santa Ana River Development Company.

* * *

* * *

BIG BEAR MUNICIPAL WATER DISTRICT

By _____

* * *

Counsel

* * *

* * *

EAST SAN BERNARDINO COUNTY WATER DISTRICT

By _____

* * *

SHERWOOD & DENSLOW GREEN

By _____
Denslow Green
Attorneys for East San Bernardino County Water District.

* * *

* * *

BEST, BEST & KRIEGER

By: _____

* * *

WEST RIVERSIDE 350" WATER COMPANY

By: _____

* * *

* * *

TAYLOR & SMITH

By _____

* * *

CITY OF REDLANDS

By _____
Mayor

By _____
Clerk

* * *

* * *

Leland J. Thompson, Jr.

CITY OF RIVERSIDE

By: _____
Mayor

* * * * * * * * *

REDWINE & SHERRILL
BEST, BEST & KRIEGER

By: _____

RIVERSIDE HIGHLAND WATER COMPANY

By: _____

* * * * * * * * *

BEST, BEST & KRIEGER

By: _____

THE GAGE CANAL COMPANY

By: _____

* * * * * * * * *

MILLER AND CARDIN
BEST, BEST & KRIEGER

By: _____

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____

* * * * * * * * *

BEST, BEST & KRIEGER

By: _____

NORCO COMMUNITY SERVICES DISTRICT

By: _____

* * * * * * * * *

BEST, BEST & KRIEGER

By: _____

LA SIERRA WATER COMPANY

By: _____

* * * * * * * * *

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

By _____
W. R. Holcomb, President

By _____
Herbert B. Wessel, Deputy
City Clerk & Ex-Officio
Secretary

CITY OF SAN BERNARDINO

By _____
Mayor

By _____
City Clerk

_____
G. Edward Fitzgerald
Special Counsel for the City
of San Bernardino.

* * * * * * * * *

BEAR VALLEY MUTUAL WATER COMPANY,
a corporation

By _____

SURR & HELLYER

By _____
Attorneys for Bear Valley
Mutual Water Company

* * * * * * * * *

ORDER OF DISMISSAL

Having read and approved the above Stipulation for Dismissal of Certain Defendants, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Complaint in the above matter be dismissed as to each and every defendant herein, except Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District.

Dated: APR 17 1969

Judge

STIPULATIONS RE DISMISSAL

OF

CERTAIN CROSS-DEFENDANTS

FILED
APR 17 1969
W. F. ST. JOHN, County Clerk
By [illegible] Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION RE DISMISSAL OF CERTAIN CROSS-DEFENDANTS

CITY OF RIVERSIDE, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BEAR VALLEY MUTUAL WATER COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF SAN BERNARDINO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF REDLANDS, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF COLTON, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIALTO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BIG BEAR MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

RECITALS

1. The Case. The above action was filed on October 18, 1963, seeking adjudication of the water rights of substantially all water users in the area tributary to Prado Dam in the Santa Ana River Watershed. By thirteen cross-complaints filed in 1968, more than 1,500 cross-defendants claiming rights in Orange County were added to said adjudication.

2. Proposed Physical Solution. As a means of settling this action, a physical solution has been negotiated by plaintiff Orange County Water District and defendants Chino Basin Municipal Water District, Western Municipal Water District of Riverside County, and San Bernardino Valley Municipal Water District. Said physical solution accomplishes a general inter-basin allocation of the natural water supply of the Santa Ana River system and leaves the determination and regulation of individual rights to the development and implementation of basin management plans within each of the major hydrologic units in the watershed.

3. It is proposed by cross-complainants to enter a dismissal as to all cross-defendants other than Orange County Water District, conditioned only upon the acceptance of this stipulation by the cross-defendants who are listed as signatories herein below, and their agreement to cooperate with the physical solution.

STIPULATION

IT IS HEREBY STIPULATED by and between cross-complainants and the undersigned cross-defendants as follows:

1. Dismissal of Individual Cross-defendants. Cross-complainants agree, by and through their respective counsel, to the entry of an order by the Court dismissing, on the ground that they are not necessary parties to the physical solution, each and all of the individual cross-defendants herein excepting Orange County Water District. Said dismissals shall be in consideration of the stipulation by the undersigned cross-defendants to the

covenants hereinafter contained.

2. Acceptance of Physical Solution. The undersigned cross-defendants hereby accept and adopt the physical solution set forth in the form of Judgment attached hereto. Nothing herein contained, however, shall preclude the assertion, protection and preservation of the water rights of any of the undersigned cross-defendants among themselves, nor shall any provision herein limit the flood control function of any flood control district.

3. Support of Conservation Activities. It is recognized that the physical solution in said Judgment contemplates that Chino Basin Municipal Water District, Western Municipal Water District of Riverside County, and San Bernardino Valley Municipal Water District, and other entities upstream from Prado Dam shall have full freedom to engage in any activities for conservation or storage above Prado Reservoir, provided that the Base Flow obligations in Paragraphs 5(b) and (c) of the Judgment herein are fulfilled. The undersigned cross-defendants hereby covenant and agree not to oppose any such conservation or storage project.

4. Execution in Counterpart. This stipulation may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and the signature pages from each counterpart may be collected by the County Clerk and attached to a single copy of the stipulation for filing. Thereupon said filed document shall be considered as constituting one complete Stipulation for Dismissal.

Dated: April 16, 1969.

CLAYSON, STARK, ROTHROCK & MANN

By _____
Attorneys for City of Chino and Others

* * * * * * * * *

Note: Separate signature pages were attached to the filed original, but have been photographically consolidated for purposes of this printed copy.

JOHN WOODHEAD, City Attorney
LELAND J. THOMPSON, Jr.

By _____
for City of Riverside

* * * * * * * * *

BEST, BEST & KRIEGER

By _____
for Riverside Highland Water Company and Rubidoux Community Services District

* * * * * * * * *

CLAYSON, STARK, ROTHROCK & MANN

By _____
for Agua Mansa Water Company and Meeks & Daley Water Company

* * * * * * * * *

KRONICK, MOSKOVITZ & VANDERLAAN

By _____
for Jurupa Community Services District, and Valencia Mutual Water Company

* * * * * * * * *

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____
Martin McDonough
McDonough, Holland, Schwartz, Allen & Wahrhaftig
520 Capitol Mall
Sacramento, California 95814
its attorney

* * * * * * * * *

EAST SAN BERNARDINO COUNTY WATER DISTRICT, Cross-Complainant.

By: SHERWOOD & DENSLOW GREEN
Attorneys at Law

By: _____

* * * * * * * * *

_____
City Attorney
for the City of Corona

CLAYSON, STARK, ROTHROCK & MANN

By _____
Attorneys for Corona Foothill Lemon Company, Edwin Earl, Jameson Company, Jameson Ranch Company, F.H. Johnson, Joy Water Company, Minnesota Mining & Manufacturing Company, Owens-Illinois, Inc., Sunkist Growers, Inc. for its Lemon Products Division, Temescal Water Company, Weisel Ranches

* * * * * * * * *

SURR & HELLYER

By _____
Attorneys for Cross-Complainants
Bear Valley Mutual Water Company
Fontana Union Water Company
Cucamonga County Water District

* * * * * * * * *

CITY OF COLTON

By _____
WILFRED E. KANEY
Mayor

ATTEST:

_____
ELIZABETH DAVIS
City Clerk

GARST AND DILWORTH

By _____
Attorneys for City of Colton

Approved as to form:

_____
LAWRENCE A. HUTTON
City Attorney

* * * * * * * * *

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

By _____
W. R. Holcomb, President

By _____
Herbert B. Wessel, Deputy
City Clerk & Ex-Officio
Secretary

CITY OF SAN BERNARDINO

By _____
Mayor

By _____
City Clerk

_____
G. Edward Fitzgerald
Special Counsel for the City of
San Bernardino.

* * * * * * * * *

TAYLOR & SMITH

By _____
for City of Pomona and
City of Redlands

* * * * * * * * *

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By _____
President

and _____
Secretary

Approved:
_____
Attorney

* * * * * * * * *

CITY OF RIALTO

By _____

By _____

* * * * * * * * *

BIG BEAR MUNICIPAL WATER DISTRICT

Counsel By

* * * * * * * * *

PILLSBURY, MADISON & SUTRO
By
225 Bush Street
San Francisco, California

RUTAN & TUCKER
By
812 N. Broadway
Santa Ana, California

ORANGE COUNTY WATER DISTRICT
By
President
By
Secretary
1629 17th Street, Santa Ana, California

* * * * * * * * *

COUNTY OF ORANGE
By
Chairman of its Board of Supervisors

ATTEST:
W. E. ST JOHN
County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California
By
Deputy

* * * * * * * * *

ORANGE COUNTY FLOOD CONTROL DISTRICT

By
Chairman of its Board of Supervisors

ATTEST:

W. E. ST JOHN
County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California

By
Deputy

* * * * * * * * *

CITY OF FOUNTAIN VALLEY

By _____

* * * * * * * * *

CITY OF FULLERTON

By _____
Louis R. Reinhardt
Mayor

ATTEST:

Virginia Fitzsimmons
Fullerton City Clerk

By _____
Deputy

* * * * * * * * *

THE CITY OF GARDEN GROVE,
By Its Mayor, REECE BALLARD.

_____
REECE BALLARD

* * * * * * * * *

CITY OF HUNTINGTON BEACH

By _____
DON P. BONFA
City Attorney

* * * * * * * * *

CITY OF LA PALMA

By _____
MAYOR

ATTEST:

_____
Deputy City Clerk

* * * * * * * * *

ORANGE COUNTY WATERWORKS DISTRICT NO. 8

By C. M. Featherly
Chairman of the Board of Supervisors
of the County of Orange, California,
as the governing body of Orange County
Waterworks District No. 8

ATTEST:

W. E. ST JOHN
County Clerk and ex-officio Clerk
of the Board of Supervisors of
Orange County, California

By Mabel L. Eastern
Deputy

* * * * * * * * *

CITY OF ANAHEIM

By Joseph B. Geisler
City Attorney of the
City of Anaheim.

* * * * * * * * *

CITY OF BUENA PARK

By Jesse M Davis
MAYOR

By Marguerite G. Cranson
CITY CLERK

* * * * * * * * *

CITY OF CYPRESS

By Richard L. Bowen
Mayor

ATTEST:

[illegible]
City Clerk

* * * * * * * * *

CITY OF NEWPORT BEACH

By _____
Doreen Marshall, Mayor

_____
Tully V. Seymour, City Attorney

ATTEST:

_____
Laura Lagios, City Clerk

* * * * * * * * *

CITY OF ORANGE

By _____
MAYOR

ATTEST:

_____
CITY CLERK

* * * * * * * * *

CITY OF SANTA ANA

By _____
WILLIAM L. MOCK
City Attorney

* * * * * * * * *

CITY OF SEAL BEACH

By _____
City Manager

Attest:

_____
City Clerk

* * * * * * * * *

CITY OF WESTMINSTER

By _____
Mayor

ATTEST:

_____
City Clerk

* * * * * * * * *

CARPENTER IRRIGATION DISTRICT

By _____
President

By _____
Secretary

* * * * * * * * *

SERRANO IRRIGATION DISTRICT

By _____
President

By _____
Secretary

* * * * * * * * *

COSTA MESA COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

* * * * * * * * *

EAST ORANGE COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

* * * * * * * * *

IRVINE RANCH WATER DISTRICT

By _____
General Manager

* * * * * * * * *

YORBA LINDA COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

* * * * * * * * *

COASTAL MUNICIPAL WATER DISTRICT

By William K. Patrick
President

By [illegible]
Secretary

* * * * * * * * *

ORANGE COUNTY MUNICIPAL WATER DISTRICT

By [illegible]
Vice President

ATTEST: David A Boyle
Secretary

* * * * * * * * *

SOUTHERN CALIFORNIA WATER COMPANY

By [illegible]
Executive Vice President

By [illegible]
Secretary

* * * * * * * * *

TUSTIN WATER WORKS

By [illegible]
Vice President

By [illegible]
Asst. Secy.

* * * * * * * * *

THE IRVINE COMPANY

By [illegible]
President

By [illegible]
Assistant Secretary

THE IRVINE COMPANY SEAL WEST VIRGINIA

* * * * * * * * *

APPROVED FOR SIGNATURE

CONSOLIDATED ROCK PRODUCTS COMPANY

By _____

PRESIDENT

APPROVED
C. R. P. CO. PROPERTY MGR.
BY _____
10/14 19__

ORDER OF DISMISSAL

Having read and approved the above Stipulation for Dismissal of Certain Cross-Defendants, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Cross-Complaint in the above matter be dismissed as to each and every cross-defendant herein, except Orange County Water District,

Dated: APR 17 1979

John P. McMurray
Judge

STIPULATIONS FOR JUDGMENT

FILED

APR 17 1969

W. E. ST. JOHN, County Clerk

By ..... Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION FOR JUDGMENT

CITY OF RIVERSIDE, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BEAR VALLEY MUTUAL WATER COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF SAN BERNARDINO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF REDLANDS, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF COLTON, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIALTO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BIG BEAR MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

RECITALS

1. The Case. The complaint herein, filed October 18, 1963, seeks an adjudication of water rights against more than 2,500 water users in the area tributary to Prado Dam within the Santa Ana Watershed. Included among said defendants are defendants Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District, herein referred to as "Upper Districts". By thirteen cross-complaints filed in 1968, said adjudication was extended to more than 1,500 water users in the area within said watershed downstream from Prado Dam, including plaintiff and cross-defendant Orange County Water District, herein called "Lower District". Substantially all individual defendants and cross-defendants have appeared in the case individually or as represented by Upper Districts or Lower District, respectively.

2. Negotiated Settlement and Physical Solution. The parties to this case have diligently pursued a settlement and physical solution in order to avoid the enormous and unwieldy litigation which is necessarily involved in disposition of such a plenary adjudication. A sound and equitable physical solution, in the nature of an inter-basin allocation, has been developed which can be implemented and enforced through the statutory power and financial ability of Upper Districts and Lower District and which does not require direct participation by, or limitation on the rights or practices of, individual defendants or cross-defendants in this litigation.

3. Dismissal of Individual Parties. Concurrently with the filing of this stipulation there are being filed two stipulations and orders for dismissal of the individual defendants (other than Upper Districts) and the individual cross-defendants (other than plaintiff and cross-defendant Lower District).

STIPULATION

IT IS HEREBY STIPULATED by and between Upper Districts and Lower District as follows:

1. Entry of Judgment. A Judgment in the form attached hereto may be made and entered by the Court in the above-entitled action, and each of the undersigned covenants and agrees to carry out the obligations imposed upon it by said Judgment.

2. Waiver of Findings and Conclusions. The parties hereto hereby waive any and all Findings of Fact, Conclusions of Law, and any and all notice of the making and entry herein of the attached form of Judgment, and all rights of appeal, if any, from such Judgment.

3. Support of Water Conservation Activities. It is recognized that the physical solution in said Judgment contemplates that Upper Districts and other upstream entities will have full freedom to engage in any activity for water conservation or storage of storm flows above Prado Reservoir and Lower District and other downstream entities will be free to engage in any activity for water conservation or storage of storm flows at or below Prado Reservoir. The undersigned covenant and agree to support such water conservation and storage projects. Subject to the rights of Lower District and other downstream entities and to priority for flood control and water conservation purposes, Upper Districts and other upstream entities shall not be precluded from participating in the use of Prado Reservoir for recreational purposes and non-tributary water storage.

4. Water Quality. Water quality requirements, objectives and policy are a function of the Santa Ana River Basin Regional Water Quality Control Board and such other governmental agencies now in existence or as may be hereafter created or vested with such regulatory power. The provisions in the Judgment relating to quality are not to be construed or deemed to affect, or in any

way detract from the right of any party hereto to urge such Board or other appropriate agency to take action designed to change or enforce water quality requirements, objectives and policy.

Any of the undersigned defendants who participate directly in the management or control of sewage or other water treatment facilities agree that any water or effluent deposited by them into the Santa Ana River or its stream bed will not be of a lesser quality than will meet the present requirements of Santa Ana River Basin Regional Water Quality Control Board.

5. Prior Agreements. OCWD is the successor in interest to the rights of Anaheim Union Water Company and the Santa Ana Valley Irrigation Company, and, to the extent of its ownership of certain lands formerly held by the Santa Ana River Development Company, also to the rights of such company, in and to the following described written agreements. OCWD, for itself and as such successor in interest to said company, does hereby waive and release all right, title and interest in and to said agreements and the enforcement thereof. Such agreements are described as follows:

(a) Agreement dated August 25, 1910, and amended May 12, 1917, between the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company, the Anaheim Union Water Company, and The Gage Canal Company.

(b) Agreement dated October 2, 1909, and amended May 12, 1917 and November 2, 1925, between the Anaheim Union Water Company, the Santa Ana Valley Irrigation Company, the Santa Ana River Development Company and the Riverside Water Company.

(c) Agreement dated April 19, 1910, between the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company, the Anaheim Union Water Company and the Riverside Highland Water Company.

(d) Agreement dated November 11, 1912, between the Sunny Slope Land Company and the Anaheim Union Water Company, the Santa Ana Valley Irrigation Company and the Santa Ana River Development Company.

(e) Agreement dated May 4, 1911, between the Rivino Water Company and Rivino Land Company, and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company and the Anaheim Union Water Company.

(f) Agreement dated July 3, 1911, between C. C. Pond, et al., and the Santa Ana River Development Company, the Santa Ana Valley Irrigation Company, and the Anaheim Union Water Company.

Dated:

PILLSBURY, MADISON & SUTRO

By _____
225 Bush Street
San Francisco, California

RUTAN & TUCKER

By _____
811 North Broadway
Santa Ana, California

ORANGE COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

1629 West 17th Street
Santa Ana, California

CLAYSON, STARK, ROTHROCK & MANN

By _____
601 South Main Street
Corona, California

CHINO BASIN MUNICIPAL WATER DISTRICT

By _____
President

By _____
Secretary

8555 Archibald Avenue
Cucamonga, California

MC DONOUGH, HOLLAND, SCHWARTZ, ALLEN & WAHRHAFTIG

By _____
520 Capitol Mall
Sacramento, California

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____
President

By _____
Secretary

1350 South "E" Street
San Bernardino, California

BEST, BEST & KRIEGER

By Arthur L. Littlewrth

4200 Orange Street
Riverside, California

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE COUNTY

By _____
President

By _____
Secretary

6377 Riverside Avenue
Riverside, California

JUDGMENT

FILED
APR 17 1969
W. E. ST JOHN, County Clerk
CB
Deputy

ENTERED IN
JUDGMENT BOOK
No. 362 Page 303
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

JUDGMENT

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIVERSIDE, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BEAR VALLEY MUTUAL WATER COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF SAN BERNARDINO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF REDLANDS, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF COLTON, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIALTO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BIG BEAR MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

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RECITALS

a. Complaint. The complaint herein was filed on October 18, 1963, seeking an adjudication of water rights against substantially all water users in the area tributary to Prado Dam in the Santa Ana River Watershed.

b. Cross-Complaints. Thirteen cross-complaints were subsequently filed in the period of February 22 to March 22, 1968, by which said adjudication of rights was extended to substantially all water users within the Santa Ana River Watershed downstream from Prado Dam.

c. Physical and Legal Complexities. The physical and legal complexities of the case as framed by the complaint and cross-complaints are unprecedented. In excess of 4,000 individual parties have been served and the water supply and water rights of an entire stream system extending over 2,000 square miles and into four counties have been brought into issue. Every type and nature of water rights known to California law, excepting only Pueblo rights, is in issue in the case. Engineering studies by the parties jointly and severally leading toward adjudication of these rights or, in the alternative, to a physical solution, have required the expenditure of over four years' time and many hundreds of thousands of dollars.

d. Need for Physical Solution. It is apparent to the parties and to the Court that development of a physical solution based upon a formula for inter-basin allocation of obligations and rights is in the best interests of all the parties and is in furtherance of the water policy of the State. For purposes of such a physical solution, it is neither necessary nor helpful to define individual rights of all claimants within the watershed. Nontributary supplemental sources of water are or will be available to the parties in quantities sufficient to assure implementation of a solution involving inter-basin allocation of the natural water

supply of the Santa Ana River system. Sufficient information and data of a general nature are known to formulate a reasonable and just allocation as between the major hydrologic sub-areas within the watershed, and such a physical solution will allow the public agencies and water users within each such major hydrologic sub-area to proceed with orderly water resource planning and development.

e. Parties. Orange County Water District, Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District are public districts overlying, in the aggregate, substantially all of the major areas of water use within the watershed. Said districts have the statutory power and financial resources to implement a physical solution. Accordingly, dismissals have been entered as to all defendants and cross-defendants other than said four public districts.

f. Cooperation by Dismissed Parties. As a condition of dismissal of said defendants and cross-defendants, certain of said parties have stipulated to cooperate and support the inter-basin water quality and water management objectives of the physical solution and this Judgment.

DECREE

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Jurisdiction. The Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Exhibits. The following exhibits are attached to this Judgment and made a part hereof.

(a) Exhibit A -- map entitled "Santa Ana River Watershed", showing boundaries and other relevant features of the area subject to this Judgment.

(b) Exhibit B -- Engineering Appendix.

3. Definitions. As used in this Judgment, the following

terms shall have the meanings herein set forth:

(a) OCWD -- Orange County Water District, appearing and acting individually and in a representative capacity for and on behalf of all riparian, overlying and other landowners, water users and inhabitants within said District pursuant to Subdivision 7 of Section 2 of the Orange County Water District Act, as amended.

(b) CBMWD -- Chino Basin Municipal Water District, appearing and acting pursuant to Section 71751 of the California Water Code.

(c) WMWD -- Western Municipal Water District of Riverside County, appearing and acting pursuant to said Section 71751.

(d) SBVMWD -- San Bernardino Valley Municipal Water District, appearing and acting pursuant to said Section 71751.

(e) Upper Districts -- CBMWD, WMWD and SBVMWD.

(f) Upper Area -- The area on Exhibit A which lies upstream from Prado.

(g) Lower Area -- The area on Exhibit A which lies downstream from Prado.

(h) Prado -- Said term shall be synonomous with Prado Dam, a facility constructed and maintained by the United States Corps of Engineers, as shown on Exhibit A.

(i) Riverside Narrows -- That bedrock narrows in the Santa Ana River indicated as such on Exhibit A.

(j) Storm Flow -- That portion of the total surface flow passing a point of measurement, which originates from precipitation and runoff without having first percolated to ground water storage in the zone of saturation, calculated in accordance with procedures

referred to in Exhibit B.

(k) Base Flow -- That portion of the total surface flow passing a point of measurement, which remains after deduction of Storm Flow, and modified as follows:

(1) At Prado. Base Flow shall:

(i) include any water caused to be delivered by CBMWD or WMWD directly to OCWD, pursuant to its direction and control and not measured at the gages at Prado;

(ii) exclude any nontributary water or reclaimed sewage water purchased by OCWD and delivered into the river upstream and which subsequently passes Prado, and

(iii) exclude water salvaged from evapo-transpiration losses by OCWD on lands presently owned by it above Prado.

(2) At Riverside Narrows. Base Flow shall:

(i) include any water caused to be delivered by SBVMWD directly to CBMWD or WMWD pursuant to their direction and control, or directly to OCWD with the consent of CBMWD and WMWD and pursuant to the direction and control of OCWD, and not measured at the gage at Riverside Narrows;

(ii) exclude any nontributary water purchased by CBMWD, WMWD or OCWD and delivered into the river upstream and which subsequently passes Riverside Narrows; and

(iii) exclude any effluent discharged from the City of Riverside sewage treatment plant.

(l) TDS -- Total dissolved solids determined as set forth in Exhibit B.

(m) Water Year -- The period from October 1 to the following September 30. Where reference is made herein to "year" or "annual", such terms shall be construed as referring to Water Year, unless the context indicates otherwise.

(n) Adjusted Base Flow -- Actual Base Flow in each year adjusted for quality as provided hereinbelow. Compliance with the respective obligations under Paragraph 5 shall be measured by the Adjusted Base Flow.

4. Declaration of Rights. Substantially all of the parties to this action, whether situate in Upper Area or Lower Area have or claim rights to the use of a portion of the water supply of the Santa Ana River system. In the aggregate, water users and other entities in Lower Area have rights, as against all Upper Area claimants, to receive an average annual supply of 42,000 acre feet of Base Flow at Prado, together with the right to all Storm Flow reaching Prado Reservoir. Water users and other entities in Upper Area have rights in the aggregate, as against all Lower Area claimants, to divert, pump, extract, conserve, store and use all surface and ground water supplies originating within Upper Area without interference or restraint by Lower Area claimants, so long as Lower Area receives the water to which it is entitled under this Judgment and there is compliance with all of its provisions.

5. Physical Solution. The Court hereby declares the following physical solution to be a fair and equitable basis for satisfaction of all said rights in the aggregate between Lower Area and Upper Area. The parties are hereby ordered and directed to comply with this Physical Solution and such compliance shall constitute full and complete satisfaction of the rights declared in

Paragraph 4 hereof.

(a) General Format. In general outline, SBVMWD shall be responsible for the delivery of an average annual amount of Base Flow at Riverside Narrows. CBMWD and WMWD shall jointly be responsible for an average annual amount of Base Flow at Prado. Insofar as Lower Area claimants are concerned, Upper Area water users and other entities may engage in unlimited water conservation activities, including spreading, impounding and other methods, in the area above Prado Reservoir, so long as Lower Area receives the water to which it is entitled under the Judgment and there is compliance with all of its provisions. Lower Area water users and other entities may make full conservation use of Prado Dam and reservoir, subject only to flood control use.

(b) Obligation of SBVMWD. SBVMWD shall be responsible for an average annual Adjusted Base Flow of 15,250 acre feet at Riverside Narrows. A continuing account, as described in Exhibit B, shall be maintained of actual Base Flow at Riverside Narrows, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustment for quality for the current Water Year under subparagraph (2) hereof, SBVMWD each year shall be responsible at Riverside Narrows for not less than 13,420 acre feet of Base Flow plus one-third of any cumulative debit; provided, however, that for any year

commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q (TDS-700)$
600 ppm - 700 ppm	Q
Less than 600 ppm	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

be maintained of actual Base Flow at Prado, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustments for quality for the current Water Year under subparagraph (2) hereof, CBMWD and WMWD each year shall be responsible for not less than 37,000 acre feet of Base Flow at Prado, plus one-third of any cumulative debit; provided, however, that for any year commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 30,000 acre feet, said minimum shall be 34,000 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Prado received during any year shall be subject to adjustment based upon the weighted average annual TDS in Base Flow and Storm Flow at Prado as follows:

If the Weighted Average TDS in Base Flow and Storm Flow at Prado is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 800 ppm	$Q - \frac{35}{42,000} Q\ (TDS-800)$
700 ppm - 800 ppm	Q
Less than 700 ppm	$Q + \frac{35}{42,000} Q\ (700-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in ten (10) consecutive years subsequent to October 1, 1976, CBMWD and WMWD shall

provide sufficient quantities of Base Flow at Prado to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by CBMWD and WMWD.

(d) Inter-basin Export. Upper Districts are hereby restrained and enjoined from exporting water from Lower Area to Upper Area, directly or indirectly. OCWD is enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses, as follows: OCWD owns certain lands within and above Prado Reservoir on which it has or claims certain rights to salvage evapo-transpiration losses by pumping or otherwise. Pumping for said salvage purposes shall not exceed 5,000 acre feet of ground water in any water year. Only the actual net salvage, as determined by the Watermaster, shall be excluded from Base Flow.

(e) Inter-basin Acquisition of Rights. The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement.

(f) Effective Date. Obligations under this physical solution shall accrue from and after October 1, 1970.

6. Prior Adjudications. So long as SBVMWD is in

compliance with the terms of the physical solution herein, OCWD is enjoined and restrained from enforcing the judgments listed below against SBVMWD or any entities within or partially within SBVMWD which have stipulated to accept and adopt such physical solution. So long as WMWD and CBMWD are in compliance with the terms of the physical solution, OCWD is enjoined and restrained from enforcing the judgments listed below against WMWD and CBMWD or any entities within or partially within WMWD or CBMWD which have stipulated to accept and adopt such physical solution.

(a) The Irvine Company, plaintiff, Orange County Water District, intervenor, vs. San Bernardino Valley Water Conservation District, et al., defendants, U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments entered September 11, 1942 (Judgment Book 11 page 134), and recorded Book 1540 page 251 and Book 1541 page 85, Official Records of San Bernardino County.

(b) Orange County Water District vs. City of Riverside, et al., San Bernardino Superior Court No. 84671.

7. Watermaster. The Watermaster, when appointed by the Court, shall administer and enforce the provisions of this Judgment and the instructions and subsequent orders of this Court.

(a) Composition, Nomination and Appointment. The Watermaster shall consist of a committee composed of five (5) persons. CBMWD, WMWD and SBVMWD shall each have the right to nominate one representative and OCWD shall have the right to nominate two (2) representatives to the Watermaster committee. Each such nomination shall be made in writing, served upon the other parties to the Stipulation for this Judgment and filed with the Court. Said Watermaster representatives shall be appointed by and serve at

the pleasure of and until further order of this Court.

(b) Watermaster Determinations. Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of all members of the Watermaster Committee. In the event of failure or inability of said Watermaster Committee to reach unanimous agreement, the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court.

(c) Annual Report. The Watermaster shall report to the Court and to each party in writing not more than five (5) months after the end of each Water Year, each of the items required by Paragraph 4 of the Engineering Appendix, Exhibit B hereto, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties to the Stipulation for Judgment herein.

(d) Watermaster Service Expenses. The fees, compensation and expenses of each representative on the Watermaster shall be borne by the district which nominated such person. All other Watermaster service costs and expenses shall be borne by the parties in the following proportions:

OCWD - 40%

CBMWD - 30%

SBVMWD - 20%

WMWD - 20%

The Watermaster may from time to time in its discretion require advances of operating capital from the parties in said proportions.

8. Continuing Jurisdiction of the Court. Full jurisdiction, power and authority are retained and reserved by the Court for the purpose of enabling the Court, upon application of any party or of the Watermaster by motion and upon at least 30 days' notice thereof, and after hearing thereon:

(a) To make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carrying out of this Judgment, and

(b) To modify, amend or amplify any of the provisions of this Judgment whenever substantial changes or developments affecting the physical, hydrological or other conditions dealt with herein may, in the Court's opinion, justify or require such modification, amendment or amplification; provided, however, that no such modification, amendment or amplification shall change or alter (1) the average annual obligation of CBMWD and WMWD for delivery of 42,000 acre feet of Base Flow per year at Prado, (2) the average annual obligation of SBVMWD for delivery of 15,250 acre feet of Base Flow per year at Riverside Narrows, (3) the respective minimum Base Flows at Riverside Narrows and Prado, nor (4) the right of the parties to this Judgment or of those who stipulate to accept and adopt the physical solution herein to conserve or store flows.

9. Notices. All notices, requests, objections, reports and other papers permitted or required by the terms of this

Judgment shall be given or made by written document and shall be served by mail on each party and its attorney entitled to notice and where required or appropriate, on the Watermaster. For all purposes of this paragraph, the mailing address of each party and attorney entitled to notice shall be that set forth below its signature in the Stipulation for Judgment, until changed as provided below. If any party or attorney for a party desires to change its designation of mailing address, it shall file a written notice of such change with the Clerk of this Court and shall serve a copy thereof by mail on the Watermaster. Upon receipt of any such notice, the Watermaster shall promptly give written notice thereof. Watermaster addresses for notice purposes shall be as specified in the orders appointing each representative on the Watermaster.

10. Successors. No party shall dissolve, nor shall it abandon or transfer all or substantially all of its powers or property, without first providing for its obligations under this Judgment to be assumed by a successor public agency, with the powers and resources to perform hereunder. Any such successor shall be approved by the Court after notice to all parties and an opportunity for hearing.

11. Future Actions. In the event that any Lower Area claimant shall in the future obtain from any court of competent jurisdiction a decree awarding to such claimant a right to receive a stated amount of water from the Upper Area for use in the Lower Area, any water delivered pursuant to such decree shall be considered as part of Base Flow. In the event that the relief obtained by any such claimant is in the form of a restriction imposed upon production and the use of water in Upper Area, rather than a right to receive a stated amount of water, then notwithstanding the proviso in Paragraph 8, any Upper District may apply to the Court to modify the physical solution herein.

12. Costs. None of the parties shall recover any costs from any other party.

Dated: April 17, 1969

John P. McMurray
Judge

MAP OF SANTA ANA RIVER WATERSHED

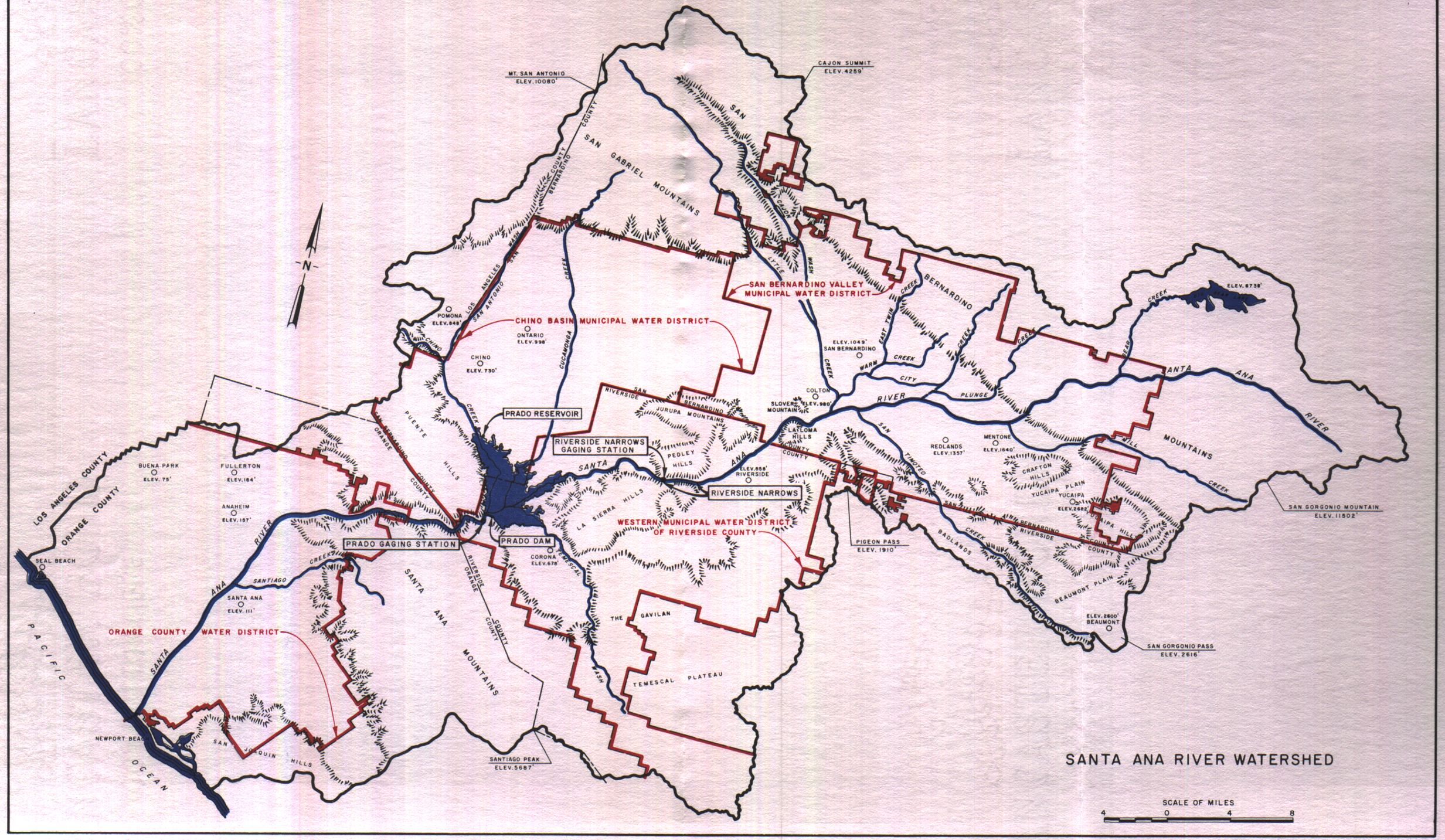
SANTA ANA RIVER WATERSHED
SCALE OF MILES
4 0 4 8
N
MT. SAN ANTONIO
ELEV. 10080'
CAJON SUMMIT
ELEV. 4259'
SAN GABRIEL MOUNTAINS
SAN BERNARDINO COUNTY
LOS ANGELES COUNTY
ORANGE COUNTY
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
CHINO BASIN MUNICIPAL WATER DISTRICT
POMONA
ELEV. 848'
ONTARIO
ELEV. 998'
CHINO
ELEV. 730'
CUCAMONGA CREEK
LITTLE CAJON WASH
ELEV. 1049'
SAN BERNARDINO
EAST TWIN CREEK
WARM CREEK
CITY CREEK
PLUNGE CREEK
BEAR CREEK
ELEV. 6738'
SANTA ANA RIVER
COLTON
SLOVER MOUNTAIN
ELEV. 980'
RIVER
PRADO RESERVOIR
RIVERSIDE NARROWS GAGING STATION
JURUPA MOUNTAINS
PEDLEY HILLS
LA SIERRA HILLS
ELEV. 858'
RIVERSIDE
RIVERSIDE NARROWS
LA LOMA HILLS
REDLANDS
ELEV. 1357'
MENTONE
ELEV. 1640'
CRAFTON HILLS
YUCAIPA PLAIN
YUCAIPA
ELEV. 2682'
YUCAIPA HILLS
MILL CREEK
MOUNTAINS
SAN GORGONIO MOUNTAIN
ELEV. 11502'
SAN TIMOTEO CREEK
BADLANDS
BEAUMONT PLAIN
ELEV. 2600'
BEAUMONT
SAN GORGONIO PASS
ELEV. 2616'
PIGEON PASS
ELEV. 1910'
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
PUENTE HILLS
BUENA PARK
ELEV. 75'
FULLERTON
ELEV. 164'
ANAHEIM
ELEV. 157'
SEAL BEACH
PRADO GAGING STATION
PRADO DAM
CORONA
ELEV. 678'
TEMESCAL WASH
SANTA ANA RIVER
SANTIAGO CREEK
SANTA ANA
ELEV. 111'
SANTA ANA MOUNTAINS
RIVERSIDE COUNTY
ORANGE COUNTY
THE GAVILAN
TEMESCAL PLATEAU
ORANGE COUNTY WATER DISTRICT
PACIFIC OCEAN
NEWPORT BEACH
SAN JOAQUIN HILLS
SANTIAGO PEAK
ELEV. 5687'

EXHIBIT A

ENGINEERING APPENDIX

ENGINEERING APPENDIX

The purpose of the Engineering Appendix is to establish the basis for measurements, calculations and determinations required in the operation of the physical solution.

1. Measurements.

In administering the physical solution, it will be necessary to determine the quantity and quality of stream flow and flow in pipelines or other conveyance facilities at several points along the Santa Ana River. Watermaster shall make, or obtain from United States Geological Survey (USGS), flood control districts or other entities, all measurements necessary for making the determinations required by the Judgment.

a. Change in Measuring Device or Location. If any measuring device used or useful in making such determinations is inoperative, abandoned, changed or moved, Watermaster shall estimate the quantity that would have been measured at the station had it been operative at its original location, or may use a substitute device or location.

b. Erroneous Measurement. If Watermaster determines there is an error in any measurement or record, he may utilize his estimate in lieu of said measurement or record.

c. Preliminary Records. Watermaster may utilize preliminary records of measurement. If revisions are subsequently made in the records, Watermaster may reflect such changes in subsequent accounting.

2. Determination of Flow Components.

Since the records available only provide data on the total quantity of surface flow and since storm runoff occurs during and following periods of rainfall, Watermaster must determine what portion of total measured surface flow at Prado and at Riverside

Narrows is Storm Flow and what portion is Base Flow.

Under paragraph 3(k) of the Judgment, certain categories of water are to be included or excluded from Base Flow. As such waters may or may not be measured by the USGS gages at Prado and/or Riverside Narrows, Watermaster must make appropriate adjustments to account for the same.

The parties, in reaching the physical solution provided for in the Judgment, used certain procedures to separate or scalp the Storm Flow from the total measured surface flow and to determine Base Flow. These procedures are reflected in the Work Papers of the engineers, bound copies of which shall be filed with the Watermaster. Watermaster shall use either the same procedures or procedures which will give equivalent results, giving due consideration to all sources of the surface flow measured at the gages, to changes in the amounts and the proportionate contributions of each source, and to changes in location of measuring points.

3. Water Quality Determinations.

It will be necessary to determine for each water year the weighted average Total Dissolved Solids (TDS) content of the Base Flow at Riverside Narrows and of the total flow at Prado.

TDS shall be determined by the method set forth under "B. Filterable Residual", starting on page 245 of Standard Methods for Examination of Water and Wastewater, Twelfth Edition, 1965, Library of Congress Catalog Card No. 55-1979. The drying temperature shall be 180° centigrade. Milligrams per liter (mg/l) shall be deemed equivalent to parts per million (ppm) for purposes of the Judgment.

a. Procedure at Prado.

(1) Determinations of the electrical conductivity at 25°C. near the gaging station at Prado shall be made or obtained.

(2) A sufficient number of determinations of TDS of the flow at the same point shall be

made or obtained to provide the relationship between TDS and electrical conductivity for all rates of flow. This relationship shall be used to determine the average daily TDS weighted by flow, for each day of the year. During periods of Storm Flow, samples shall be taken at least daily.

(3) The annual weighted average TDS of all waters passing Prado shall be determined. Any direct deliveries or flows which are included or excluded in the definition of Base Flow as set forth in paragraph 3(k) of the Judgment, shall be similarly included or excluded in the calculation of the annual weighted average TDS.

b. Procedure at Riverside Narrows. The procedure to adjust Base Flow at Riverside Narrows shall be the same as that outlined in paragraph a. above, except that the annual weighted average TDS of Base Flow only is to be determined. Therefore during periods of Storm Flow, the TDS of Base Flow shall be estimated.

4. Accounting.

Utilizing the appropriate obligations set forth in the Judgment and the measurements, calculations and determinations described in this Engineering Appendix, Watermaster shall maintain a continuing account for each year of the following items.

a. Prado Accounting.

(1) Base Flow at Prado. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

- - - - - - - - - - - - - - - - - -

(2) Annual Weighted TDS of Total Flow at Prado. See Paragraph 3a of this Engineering Appendix.

(3) Annual Adjusted Base Flow. See Paragraph 5(c)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of OCWD at Prado. This is the product of 42,000 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Prado which CBMWD and WMWD must jointly cause to occur in the following year determined in accordance with paragraph 5(c)(1) of the Judgment and utilizing item (7) above.

b. Riverside Narrows Accounting.

(1) Base Flow at Riverside Narrows. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

(2) Annual Weighted TDS of Base Flow at Riverside Narrows. See Paragraph 3b of this Engineering Appendix.

(3) Annual Adjusted Base Flow. See

Paragraph 5(b)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of CBMWD and WMWD at Riverside Narrows. This is the product of 15,250 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.

ORDER APPOINTING WATERMASTER

RUTAN & TUCKER
MILFORD W. DAHL
JAMES E. ERICKSON
401 West 8th Street
Santa Ana, California
Telephone: 835-2200

PILLSBURY, MADISON & SUTRO
JAMES MICHAEL
WILLIAM C. MILLER
ROBERT M. WESTBERG
225 Bush Street
San Francisco, California 94104

Attorneys for Plaintiff and
Cross-Defendant, Orange County
Water District.

FILED
CB

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT, Plaintiff, vs. CITY OF CHINO, et al., Defendants.	NO. 117628 ORDER APPOINTING WATERMASTER
CITY OF CHINO, et al., Cross-Complainants, vs. CITY OF ANAHEIM, et al., Cross-Defendants.	

Section 7 of the Judgment herein providing for the appointment of a Watermaster, consisting of a committee composed of five persons, one of which to be nominated each by Chino Basin Municipal Water District, Western Municipal Water District, San Bernardino Valley Municipal Water District, and two by the Orange County Water District; and

Such districts having made the following nominations in accordance with such provision:

Chino Basin Municipal Water District	WILLIAM J. CARROLL,
Western Municipal Water District	ALBERT A. WEBB,
San Bernardino Valley Municipal Water District	CLINTON HENNING,
Orange County Water District	JOHN M. TOUPS,
	MAX BOOKMAN,

and GOOD CAUSE APPEARING THEREFOR;

IT HEREBY IS ORDERED that the following representatives to the Watermaster Committee are appointed and will serve at the pleasure of and until further order of this court, for the purpose of exercising the powers and duties of the Watermaster provided in Section 7 of such Judgment:

WILLIAM J. CARROLL

ALBERT A. WEBB

CLINTON HENNING

JOHN M. TOUPS

MAX BOOKMAN

DATED: April 23, 1969

JOHN P. McMURRAY
JUDGE OF THE SUPERIOR COURT

SAN BERNARDINO VALLEY MUNICIPAL

WATER DISTRICT DOCUMENTS

AGREEMENT WITH

CITY OF SAN BERNARDINO

RESOLUTION NO. 9753

A RESOLUTION OF THE HON. MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND THE CITY OF SAN BERNARDINO, A MUNICIPAL CORPORATION, ESTABLISHING TERMS AND PROVISIONS RELATIVE TO OVERALL SETTLEMENT OF WATER RIGHTS IN THE SANTA ANA RIVER SYSTEM

BE IT RESOLVED BY THE HON. MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION ONE: That the City of San Bernardino execute an agreement by and between the San Bernardino Valley Municipal Water District and the City of San Bernardino, a municipal corporation, establishing terms and provisions relative to overall settlement of water rights in the Santa Ana River System.

SECTION TWO: That said agreement referred to herein, a copy of which is attached hereto and marked Exhibit "A", and made a part hereof as fully as though set out at length herein, is hereby approved.

SECTION THREE: That the Mayor of the City of San Bernardino is authorized to execute said agreement on behalf of said City of San Bernardino.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a ~~regular~~ adjourned meeting thereof held on the 14th day of April, 1969, by the following vote, to-wit:

AYES: Councilmen Seccombe, Fagan, Katone, Kenley, Gnkin, Gregory, Shepherd

NOES: None ABSENT: None

Jack T. Felton
City Clerk

The foregoing Resolution is hereby approved this 15th day of April, 1969.

Al C Ballard
Mayor of the City of San Bernardino

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF SAN BERNARDINO)

I, Jack T. Felton, City Clerk in and for the City of San Bernardino, California, hereby certify that the foregoing Resolution No. 9753, is a full, true and correct copy of that now on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the City of San Bernardino this 15th day of April, 1969.

Jack T. Felton
City Clerk

(SEAL)

A G R E E M E N T

THIS AGREEMENT, made and entered into at San Bernardino, California, this 10th day of April, 1969, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, organized and existing under the Municipal Water District Act of 1911, as amended (hereinafter called "VALLEY DISTRICT"), and the CITY OF SAN BERNARDINO, a municipal corporation (hereinafter designated as "CITY"),

W I T N E S S E T H:

WHEREAS, VALLEY DISTRICT was organized and is existing to secure a water supply for lands within its boundaries, which said supply shall, in part, be furnished pursuant to a contract between VALLEY DISTRICT and the STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, which said contract bears the date of December 30, 1960, as amended November 15, 1963, September 28, 1964, and June 26, 1968; and

WHEREAS, the City is located within the boundaries of VALLEY DISTRICT and has secured a water supply by means of wells and surface diversions, and is currently delivering the same to landowners within the CITY; and

WHEREAS, CITY'S prescriptive rights have been limited to 14,625.01 acre feet annually by court order, Superior Court of the State of California, County of San Bernardino, entitled: "ORANGE COUNTY WATER DISTRICT v. CITY OF RIVERSIDE,et al.," No. 84671; and

WHEREAS, said restriction on pumping was arrived at in Action 84671 by limiting the CITY to the highest total quantity of water which it had produced for the five consecutive years preceding the filing of the Complaint in that action; and

WHEREAS, VALLEY DISTRICT is now desirous of entering

into an over-all settlement of water rights in the Santa Ana River System with ORANGE COUNTY WATER DISTRICT and the other major municipal districts in the watershed; The Western Municipal Water District of Riverside County and Chino Basin Municipal Water District; and

WHEREAS, VALLEY DISTRICT recognizes the injustice and lack of equity existing in a situation where the CITY'S pumping within said VALLEY DISTRICT has been curtailed and the CITY has been prevented in developing its water rights by pumping, although most other water users within VALLEY DISTRICT were not so limited; and

WHEREAS, the cooperation of said CITY is essential to the settlement with the major districts hereinabove mentioned; and

WHEREAS, it is essential to said settlement that the CITY continue its present method of discharging effluent.

NOW, THEREFORE, in consideration of the terms, covenants and agreements to be kept and performed by each of the parties hereto, IT IS AGREED AS FOLLOWS:

1. That the term "Prescriptive Water Right" as applied herein (with respect to the water rights of the CITY), shall refer to the CITY'S prescriptive right as of January 1, 1969, which would include the prescriptive right of the CITY as it was recognized in Action No. 484,671 and as it existed on January 1, 1964, and all rights or beneficial interests therein acquired--by agreement, purchase, or otherwise, and any right to produce water for land supplied by the CITY under a claim of overlying right, EXCEPTING ONLY those specific rights acquired by the CITY, specified in Appendix "A", attached hereto, and also EXCEPTING those leasehold rights temporarily acquired by the CITY. Those rights so excepted are rights which the City possesses in addition to its prescriptive right.

2. In the event:

(a) there shall be a determination by any court or water agency with jurisdiction to limit taking of water that the CITY'S

prescriptive water right is an amount less than 22,000 acre feet; or

(b) there shall be any determination for purposes of delivery of supplemental water by VALLEY DISTRICT that the prescriptive water right of CITY is less than 22,000 acre feet;

then VALLEY DISTRICT agrees to import, for the account of CITY, and supply to the ground water resources from which CITY'S wells take water, at no cost to CITY, water on the basis of 1 acre foot for every 2 acre feet of water discharged by said CITY in the form of effluent, up to the amount of the difference between:

(a) 22,000 acre feet per year; and

(b) the amount to which the CITY shall be limited, or, if there is no limitation, which shall be recognized in the determination.

3. If the CITY transfers or otherwise disposes of the water rights that make up the prescriptive right, then the 22,000 acre-foot figure hereinabove referred to shall be reduced by the same amount that the CITY disposes of in such sale or transfer. Transfer to a successor water agency charged with the responsibility of providing water to the citizens of the CITY, however, shall not be deemed a "Transfer" within the meaning of this section, and such water rights shall continue to be included in the total.

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4. Any proceedings instituted in the hereinabove-mentioned Action No. 84671 shall constitute a determination within the meaning of Paragraph "2", above, if--and only if--such proceedings hereafter impose a limitation upon the taking of water by the CITY.

5. Said water to be imported for said CITY by VALLEY DISTRICT under this Agreement shall be of unfiltered, untreated water, of domestic quality. Delivery of said imported water by VALLEY DISTRICT to the CITY may be surface delivery by mutual agreement, and at such points and under such conditions as may be determined by mutual agreement.

6. VIYY agrees to continue to discharge from its sewage plants to the stream bed of the Santa Ana River at least 16,000 acre feet of effluent each year in the manner presently being done for the use and benefit of VALLEY DISTRICT in meeting its obligations under any agreement with downstream interests. Such effluent shall not be of a lesser quality than will meet the present requirements of the Santa Ana River Regional Water Quality Control Board. Any effluent discharged under this provision shall be counted in computing VALLEY DISTRICT'S obligation under Paragraph "2", hereinabove.

7. Any additional effluent generated by the CITY is not covered by this Agreement, except that any such effluent which reaches the stream bed of the Santa Ana River shall not be of a lesser quality than will meet the present requirements of the Santa Ana River Basin Regional Water Quality Control Board.

8. In the event the ORANGE COUNTY WATER DISTRICT should seek enforcement, in any way whatsoever, of the Judgment existing in Action No. 84671, the DISTRICT agrees to defend said CITY and hold the CITY harmless from any cost or expenses, of any nature, connected to or in any way

related with the attempted enforcement of such action.

9. There is in existence a JOINT POWERS AGREEMENT dated May 26, 1959, as amended, between the DISTRICT and the CITY. In connection with that Agreement, the DISTRICT has maintained a pumping plant and pipeline. Said JOINT POWERS AGREEMENT is hereby terminated and, pursuant to its provisions, the CITY is entitled to possession of all of said pumping plants, pipelines, and appurtenances.

IN WITNESS WHEREOF, each public agency has caused this instrument to be executed by its respective officials theretofore duly authorized by the legislative body thereof.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By Joseph E. Bowman
President

Countersigned:

By R. Roy Holmes
Secretary

WITNESSING DATE: June 7, 1969

CITY OF SAN BERNARDINO

By W. C. Ballard
Mayor

Attest:

By Jack E. Fulton
City Clerk

WITNESSING DATE: April 14, 1969

WATER COMMISSION OF THE CITY OF SAN BERNARDINO

By
Chairman

Countersigned:

By Herbert B. Stroul
Secretary

WITNESSING DATE: April 10, 1969

APPENDIX "A"

I. RIALTO MUTUAL WATER COMPANY

Total Stock in Company	537.5	shares
City-owned	58	shares

II. MT. VERNON MUTUAL WATER COMPANY

Total Stock in Company	500	shares
City-owned	497	shares

III. DEL ROSA MUTUAL WATER COMPANY

Total Stock in Company	4423	shares
City-owned	581	shares

IV. WEST SAN BERNARDINO COUNTY WATER DISTRICT

Perpetual water stock entitlement as a result of the Citizen's Land and Water Company being dissolved by the West San Bernardino County Water District.

V. McFARLANE (Montecito Memorial Park Stock Exchange)

Well acquired by the City.

VI. WILLIS DAIRY

Acquired water rights by grant deed.

AGREEMENT WITH

CITY OF COLTON

RECEIVED
1972 JUN 26 AM 8:46
S.B.V.M.W.D.

CITY OF COLTON

DEPARTMENT OF PUBLIC WORKS

0 North La Cadena Drive · Colton, California 92324 · Telephone (714) 825-3110, Ext. 31

TRANSMITTAL FORM

TO: San Bernardino Valley Municipal Water Dist.
P. O. Box 5906
San Bernardino, California 92408
Attention: Mr. James W. Dilworth
General Counsel

Date: June 23, 1972

Re: Agreement in connection with Orange County Water District litigation

We transmit to you: [ ] Separately [X] Enclosed

e following: One fully executed copy of agreement between San Bernardino Valley Water District and City of Colton, along with certified copy of Resolution No. 3248 accepting agreement and authorizing signature.

rpose:

- [ ] Per your request
- [ ] For your use
- [ ] For checking
- [ ] For approval
- [ ] Approved
- [ ] Approved as noted
- [ ] Returned for correction
- [ ] _____

Remarks:

SEE SBVMWD ORIG. DOCUMENT FILE

COPIES TO:

- [ ] BACON
- [ ] BEAVER
- [ ] BRYDEN
- [ ] CHANDLER
- [ ] DILWORTH
- [x] FLETCHER
- [x] KING
- [ ] RLITER
- [ ] DIRECTORS
- [ ] AGENDA
- [ ] READING FILE

CITY OF COLTON
Department of Public Works

By DANIEL H BURNETT JR
Director of Public Works

SBVMWD INCOMING CORRESPONDENCE 492

AGREEMENT

THIS AGREEMENT, made and entered into at San Bernardino, California, this 20th day of June, 1972, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, organized and existing under the Municipal Water District Act of 1911, as amended (hereinafter called "VALLEY DISTRICT"), and the CITY OF COLTON, a municipal corporation (hereinafter designated as "CITY"),

WITNESSETH:

WHEREAS, VALLEY DISTRICT was organized and is existing to secure a water supply for lands within its boundaries, which said supply shall, in part, be furnished pursuant to a contract between VALLEY DISTRICT and the STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, which said contract bears the date of December 30, 1960, as amended November 15, 1963, September 28, 1964, June 26, 1968, December 31, 1969, December 31, 1970; and December 27, 1971, and

WHEREAS, the City is located within the boundaries of VALLEY DISTRICT and has secured a water supply by means of wells and surface diversions, and is currently delivering the same to landowners within the CITY; and

WHEREAS, CITY'S prescriptive rights have been limited to 4,412 acre feet annually by court order, Superior Court of the State of California, County of San Bernardino, entitled: "ORANGE COUNTY WATER DISTRICT v. CITY OF RIVERSIDE, et al., " No. 84671; and

WHEREAS, said restriction on pumping was arrived at in Action 84671 by limiting the CITY to the highest total quantity of water which it had produced for the five consecutive years preceding the filing of the Complaint in that action; and

WHEREAS, VALLEY DISTRICT has now entered into an over-all settlement of water rights in the Santa Ana River System with ORANGE COUNTY WATER DISTRICT and the other major municipal districts in the watershed; the Western Municipal Water District in Riverside County and Chino Basin Municipal Water District; and

WHEREAS, VALLEY DISTRICT recognized the injustice and lack of equity existing in a situation where the CITY'S pumping within said VALLEY DISTRICT has been curtailed and the CITY has been prevented in developing its water rights by pumping; although most other water users within VALLEY DISTRICT were not so limited; and

WHEREAS, VALLEY DISTRICT declared its willingness to enter into an agreement with said CITY at the time of settlement with the major districts hereinabove mentioned; and

WHEREAS, it is desirable under the terms of said settlement that the CITY continue its present method of discharging effluent.

NOW, THEREFORE, in consideration of the terms, covenants and agreements to be kept and performed by each of the parties hereto, IT IS AGREED AS FOLLOWS:

1. That the term "prescriptive Water Right" as applied herein (with respect to the water rights of the CITY), shall refer to the CITY'S prescriptive right as of January 1, 1969, which would include the prescriptive right of the CITY as it was recognized in Action No. 84671 and as it existed on January 1, 1964, and all rights or beneficial interests therein acquired -- by agreement, purchase or otherwise, and any right to produce water for land supplied by the CITY under a claim of overlying right, and the Barnhill Well right, EXCEPTING ONLY those specific rights acquired by the CITY, specified in Appendix "A", attached hereto, and also EXCEPTING those leasehold rights temporarily acquired by the CITY. Those rights so excepted are

rights which the City possesses in addition to its prescriptive right.

2. In the event:

(a) there shall be a determination by any court or water agency with jurisdiction to limit taking of water that the CITY'S prescriptive water right is an amount less than 4,800 acre feet; or

(b) There shall be any determination for purposes of delivery of supplemental water by VALLEY DISTRICT that the prescriptive water right of CITY is less than 4,800 acre feet;

then VALLEY DISTRICT agrees to import, for the account of CITY, and supply to the ground water resources from which CITY'S wells take water, at no cost to CITY, water on the basis of 1 acre foot for every 2 acre feet of water discharged by said CITY in the form of effluent for irrigation use on lands overlying the Rialto-Colton Basin or directly into the Santa Ana River, up to the amount of the difference between:

(a) 4,800 acre feet per year; and

(b) the amount to which the CITY shall be limited, or, if there is no limitation, which shall be recognized in the determination.

3. If the CITY transfers or otherwise disposes of the water rights that make up the prescriptive right, then the 4,800 acre-foot figure hereinabove referred to shall be reduced by the same amount

that the CITY disposes of in such sale or transfer. Transfer to a successor water agency charged with the responsibility of providing water to the citizens of the CITY, however, shall not be deemed a "Transfer" within the meaning of this section, and such water rights shall continue to be included in the total.

4. Any proceedings instituted in the hereinabove-mentioned Action No. 84671 shall constitute a determination within the meaning of Paragraph "2", above, if--and only if--such proceedings hereafter impose a limitation upon the taking of water by the CITY.

5. Said water to be imported for said CITY by VALLEY DISTRICT under this Agreement shall be of unfiltered, untreated water, of domestic quality. Delivery of said imported water by VALLEY DISTRICT to the CITY may be surface delivered by mutual agreement, and at such points and under such conditions as may be determined by mutual agreement.

6. CITY agrees to continue to discharge from its sewage works into the stream bed of the Santa Ana River or for irrigation use on the adjoining land overlying the Colton Basin at least 2,450 acre feet of effluent each year in the manner presently being done for the use and benefit of VALLEY DISTRICT in meeting its obligations under any agreement with downstream interests. Such effluent shall not be of a lesser quality than will meet the present requirements of the Santa Ana River Regional Water Quality Control Board. Any effluent discharged under this provision shall be counted in computing VALLEY DISTRICT'S obligation under Paragraph "2", hereinabove.

7. Any additional effluent generated by the CITY is not covered by this Agreement, except that any such effluent which reaches the stream bed of the Santa Ana River shall not be of a lesser quality than will meet the present requirements of the Santa Ana River

Basin Regional Water Quality Control Board.

8. In the event the ORANGE COUNTY WATER DISTRICT should seek enforcement, in any way whatsoever, of the Judgment existing in Action No. 84671, the DISTRICT agrees to defend said CITY and hold the CITY harmless from any cost or expenses, of any nature, connected to or in any way related with the attempted enforcement of such action.

IN WITNESS WHEREOF, each public agency has caused this instrument to be executed by its respective officials theretofore duly authorized by the legislative body thereof.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By Joseph E. Bowdman
President

Countersigned:

By LeRoy Wilmer
Secretary

WITNESSING
DATE: June 5 ,1972

CITY OF COLTON

By Alice E. Belt
Mayor

Attest:

By Helen A. Ramos
City Clerk

WITNESSING
DATE: June 20 ,1972

APPENDIX "A"

1. La Sierra Water Co.

Total Stock in Company 10,000.00 shares

City-owned 1,321.36 shares

II. Indian Knoll Farm and Dairy Rights

Right to receive water from the Gage Canal pursuant to an Agreement with the Indian Knoll Farm and Dairy, a partnership, entered into in April, 1966.

RESOLUTION NO. 3248

BE IT RESOLVED by the City Council of the City of Colton that the Water Agreement by and between San Bernardino Valley Municipal Water District and the City of Colton in connection with the Orange County Water District litigation is hereby accepted.

BE IT FURTHER RESOLVED by the City Council of the City of Colton that the Mayor and City Clerk be and they are hereby authorized to sign, for and on behalf of the City of Colton the said Agreement.

PASSED, ADOPTED and APPROVED this 20th day of June, 1972.

ABE E. BELTRAN
Mayor

ATTEST:

HELEN A. RAMOS
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council at a regular meeting of the City Council held on the 20th day of June, 1972, by the following vote, to-wit:

AYES: Councilmen Huntoon, Spragins, Beltran, Fuchs, Gonzales

NOES: None

ABSENT: None

HELEN A. RAMOS
City Clerk

WESTERN MUNICIPAL DOCUMENTS

AGREEMENTS

AGREEMENT WITH

CHINO BASIN MUNICIPAL WATER DISTRICT

CBMWD -- WMWD AGREEMENT
RE SATISFACTION OF JOINT OBLIGATION
PRADO SETTLEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 1968, by and between CHINO BASIN MUNICIPAL WATER DISTRICT (herein called "CBMWD") and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (herein called "WMWD").

RECITALS

(a) Concurrently with the execution of this agreement, a stipulation for judgment has been executed terminating the stream system adjudication in the matter of Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628 (herein called the "Case"). Said stipulated judgment includes a physical solution whereby CBMWD and WMWD undertake an obligation to assure a certain Base Flow at Prado, subject to appropriate adjustments. Said physical solution is herein called the "Prado Settlement".

(b) The obligation of CBMWD and WMWD under the Prado Settlement for the delivery of Base Flow at Prado is a joint obligation, the risks of which will be minimized by the guarantee by each party to this agreement that it will deliver certain quantities of water to the river above Prado. CBMWD's contribution will enter the river from the north out of Chino Ground Water Basin and WMWD's contribution will

enter from the east through Riverside Narrows and from the south out of Corona Basin.

(c) It is the purpose of this agreement to define and specify the rights and obligations of the parties, inter se, insofar as satisfaction of said joint obligation under the Prado Settlement is concerned.

COVENANTS

NOW THEREFORE, IN CONSIDERATION of the premises and of the covenants hereinafter contained, the parties agree as follows:

1. Definitions. All terms specially defined in said stipulated judgment in the Case are used in this agreement in the context of said judgment. In addition, the following terms shall have the meanings herein set forth:

a. Primary Contribution -- refers to the obligation of each party hereto to cause to be delivered to the Santa Ana River, or vicinity, a quantity of water as hereinafter set forth. Such Primary Contribution shall not include the rising water at Riverside Narrows, underflow from Chino or Corona Ground Water Basins, or the quantity of effluent from the Jurupa Community Services District sewage treatment plant.

b. Adjusted Primary Contribution -- refers to the Primary Contribution actually delivered,

adjusted for quality pursuant to paragraph 3a, 3b and 3c hereof.

c. Place names -- shall refer to locations as shown on the map entitled "Santa Ana River, Riverside Narrows to Prado", attached hereto as Exhibit A.

2. Source and Nature of Primary Contributions. It is presently contemplated that the source of Primary Contributions will be effluent from municipal sewage treatment facilities within each district's corporate boundaries. In the case of CBMWD, it is intended that said water will include effluent from the treatment facilities serving the cities of Ontario, Upland, Fontana, Montclair and Chino, and Cucamonga County Water District, as well as any new municipal sewage treatment facilities which may hereafter be established within CBMWD. In the case of WMWD, said water will include effluent from the sewage treatment facilities serving the cities of Riverside and Corona. Supplemental, non-tributary waters may be delivered as a part of Primary Contribution, as well as waters from other sources such as ground water. In the event CBMWD finds it necessary during the first ten (10) years of operation of this agreement to produce ground water to make up a portion of its Primary Contribution, such production shall only be from wells located above the line shown on Exhibit "A" as "Pumping

Boundary". WMWD shall not produce ground water during said period for said purpose from wells located north of the Santa Ana River. After October 1, 1980, ground water shall not constitute a part of the Primary Contribution of either party hereto. Water deliveries in order to qualify as Primary Contribution shall be made in a manner and at a time which would allow said waters to qualify as Base Flow under said Prado Settlement.

3. Obligation for Primary Contributions and Quality Adjustment in Measurement Thereof. In any Water Year, each of the parties hereto shall be obligated, to the extent necessary to satisfy their joint obligation under the Prado Settlement, to deliver a Primary Contribution of 16,875 acre feet of Adjusted Primary Contribution. The quantity of Primary Contribution delivered during any year shall be subject to adjustment based on the weighted average annual TDS of all flows included therein, as follows:

a. CBMWD's Adjusted Primary Contribution shall be derived by the following formula:

Weighted Average TDS in PPM	Formula for Adjusted Primary Contribution
Greater than 800	$Q - \frac{17.5}{16,875} Q (TDS-800)$
700 - 800	Q
Less than 700	$Q + \frac{17.5}{16,875} Q (700-TDS)$

b. WMWD's Adjusted Primary Contribution shall be the sum of the Adjusted Primary Contribution from Riverside Narrows and Corona Basin, derived pursuant to the following formulae:

(1) Riverside Narrows

Weighted Average TDS in PPM	Formula for Adjusted Primary Contribution
Greater than 800	$Q - \frac{16}{15,250} Q\ (TDS-800)$
700 - 800	Q
Less than 700	$Q + \frac{16}{15,250} Q\ (700-TDS)$

(2) Corona Basin

Weighted Average TDS in PPM	Formula for Adjusted Primary Contribution
Greater than 1200	$Q - \frac{1.5}{1,625} Q\ (TDS-1200)$
700 - 1200	Q
Less than 700	$Q + \frac{1.5}{1,625} Q\ (700-TDS)$

Where: Q = Primary Contribution actually delivered.

4. Measurements and Measuring Devices. The method and point of delivery of Primary Contribution by each of the parties shall be specified by written addenda to this agreement and the necessary and agreed measuring devices

and facilities shall be installed at the expense of the party whose Primary Contribution is being so measured. Measurements shall be taken and records thereof maintained by the Management Committee administering this agreement.

5. Accounting. A continuing account shall be maintained by the Management Committee, which account shall reflect the Adjusted Primary Contribution, and the accumulated debit or credit of each party derived from its accumulated Primary Contribution obligation and the Adjusted Primary Contribution delivered. A summary report of the annual accounting hereunder shall be filed, for information purposes, with the Watermaster appointed in the Case. To the extent that accumulated credits or accumulated debits of the parties are equal, the Management Committee may, from time to time, reduce said cumulative data to zero for simplicity of accounting.

6. Obligation in Event of Shortage Under Prado Settlement. In the event there is an obligation to deliver water to OCWD under the Prado Settlement, water delivered for such purpose shall be credited as a portion of Primary Obligation to the account of any party delivering or causing the same to be delivered. Shortages shall be made up as follows:

(a) To the extent that either party has an accumulated debit under the accounting for

Primary Contributions in excess of that of the other party, said accumulated debit shall be first made up by the deficient party before any make-up obligation is incurred to OCWD by the other party.

(b) To the extent that either party has an accumulated credit under the accounting for Primary Contributions in excess of that of the other party, such excess credit may be applied toward satisfaction of such party's share of any obligation to OCWD under the Prado Settlement, except in the case of an obligation resulting from failure to deliver the minimum annual quantities required under said Prado Settlement. In the event any substantial inequities should arise as a result of excessive accumulation of credits based on deliveries of poor quality water, appropriate adjustments shall be made by the parties.

(c) With the exception of the adjustments under subparagraphs (a) and (b) hereof, contributions of make-up water shall be equal.

7. Management Committee. CBMWD and WMWD shall each designate two representatives to a management committee for purposes of maintenance of accounts, ordering of make-up water, billings and related operational problems under

this agreement. Decisions of such committee shall be unanimous or the issues which cannot be thus resolved shall be submitted to arbitration.

8. Arbitration. In event of a dispute as to the construction, interpretation or implementation of this agreement or an inability of the Management Committee to make a unanimous decision in the administration of this agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose an agreed arbitrator shall be selected, or in absence of agreement each party shall select an arbitrator and they shall select a third. Said arbitrator or three arbitrators acting as a board, shall take such evidence and make such investigation as seems appropriate and shall render a written decision on the matter in question. Decisions in the arbitration shall be binding on the parties and may be enforced by the court in the Case.

9. Modification. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction, it is contemplated that appropriate adjustments, if they are required, will be made by amendment to this agreement. To the extent that such modification cannot be obtained by mutual agreement, the Court in the Case shall have the power, as an incident to its continuing jurisdiction, to modify this agreement correspondingly.

10. Effective Date. The effective date of this agreement shall be October 1, 1970, and all obligations and accountings hereunder shall commence as of said date.

11. Filing of Agreement. This agreement and all addenda thereto, and amendments and modifications thereof, shall be filed in the Case.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and date first above written.

Approved as to Form:

CLAYSON, STARK, ROTHROCK & MANN

By _____
Attorneys for Chino Basin Municipal Water District

CHINO BASIN MUNICIPAL WATER DISTRICT

By _____
President

By _____
Secretary

BEST, BEST & KRIEGER

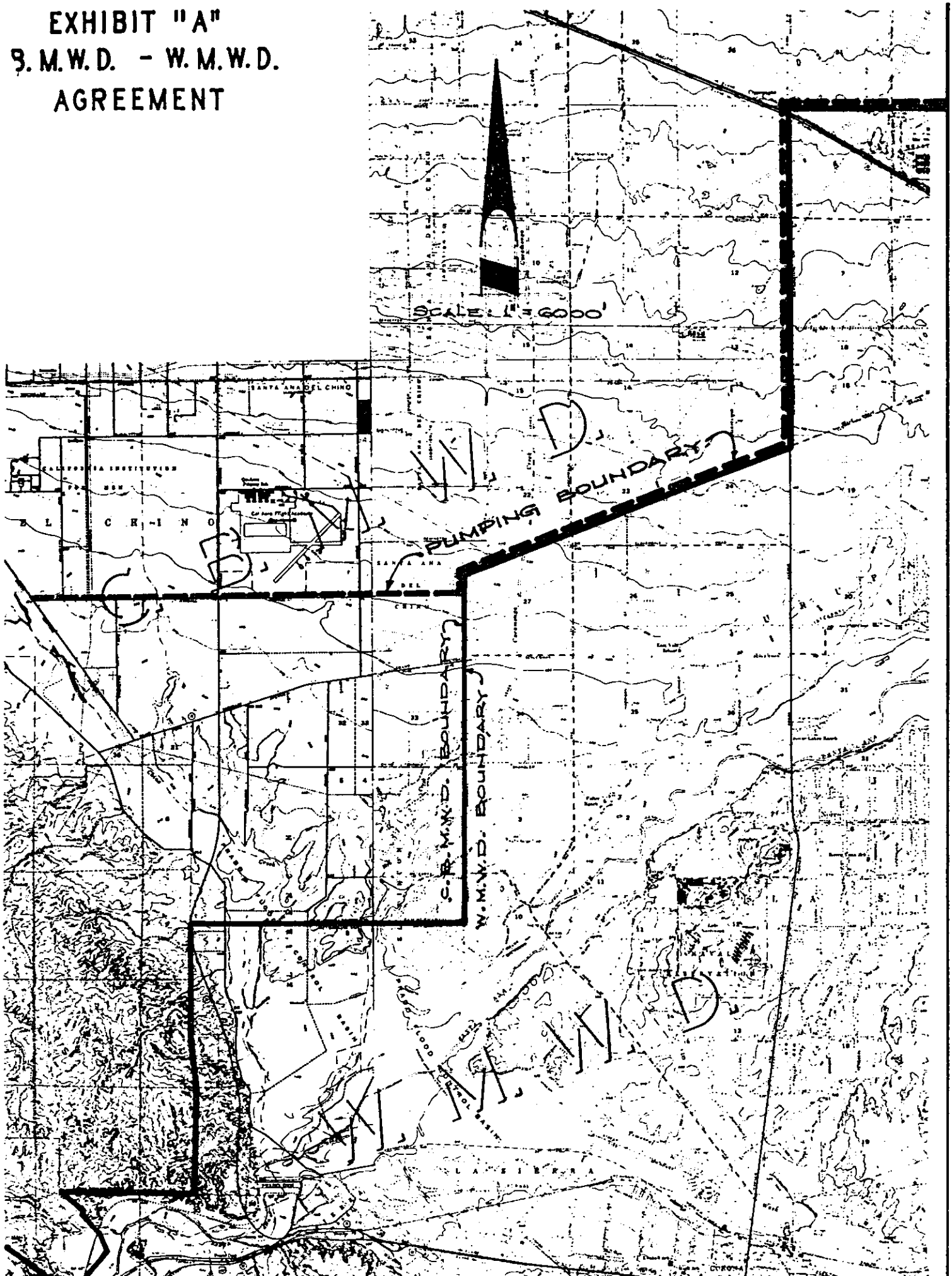
By _____
Attorneys for Western Municipal Water District of Riverside County

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By _____
President

By _____
Secretary

EXHIBIT "A"
S.M.W.D. - W.M.W.D.
AGREEMENT



RIVERSIDE COUNTY FLOOD CONTROL

MEMORANDUM OF AGREEMENT AMONG WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, CHINO BASIN MUNICIPAL WATER DISTRICT, COUNTY OF RIVERSIDE, AND RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RESPECTING STORAGE OF WATER FOR RECREATIONAL PURPOSES.

The Western Municipal Water District of Riverside County (hereinafter called "WMWD"), the Chino Basin Municipal Water District (hereinafter called "CBMWD"), the County of Riverside (hereinafter called "the County") and the Riverside County Flood Control and Water Conservation District (hereinafter called "Flood Control") agree as follows:

RECITALS

1. WMWD and CBMWD have negotiated a proposed stipulated judgment with the Orange County Water District and the San Bernardino Valley Municipal Water District in the action entitled Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628, the effectiveness of which depends, among other things, on (a) the County and Flood Control signing a "Stipulation and Order re Dismissal of Certain Defendants" in said action assenting to the terms of said judgment and (b) Flood Control assigning its Water Right Application 21700 for storage of water in Prado Reservoir to the Orange County Water District.

2. The County and Flood Control desire to cooperate with WMWD, CBMWD and all other parties to said action in bringing it to a conclusion as proposed in said stipulated judgment, but

also wish to make some provision for the storage of water in Prado Reservoir for public recreational purposes.

3. WMWD and CBMWD recognize that said stipulated judgment does not preclude reasonable beneficial use of water on overlying and riparian lands in Prado Reservoir and upstream therefrom.

AGREEMENT

IT IS HEREBY AGREED by and between WMWD, CBMWD, the County and Flood Control as follows:

1. The County and Flood Control shall sign the "Stipulation and Order re Dismissal of Certain Defendants" in the action entitled Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628.

2. Flood Control shall assign its Water Right Application 21700 to the Orange County Water District.

3. In the event County or Flood Control shall, on or after January 1, 1974 and before January 1, 1984, construct or establish any recreational lakes within Prado Reservoir, WMWD and CBMWD agree that they will not object to or oppose, directly or indirectly, the use of up to 10,000 acre feet of water, which otherwise would constitute Base Flow at Prado under such stipulated judgment, for the purpose of the initial filling of any such lake or lakes.

4. This Agreement may be assigned by County or Flood Control to any other public agency, including any joint powers agency of which either is a member, but shall not otherwise be assigned without the written consent of WMWD and CBMWD.

5. WMWD and CBMWD shall have the right to enter upon any lands which may be acquired by County or Flood Control within Prado Reservoir below elevation 514' for the purpose of eliminating phreatophytes and pumping water to produce Base Flow, provided that any such activity or use does not interfere with any use of the property by County or Flood Control.

Dated: March 24, 1969.

Approved as to form
Arthur L. Littlewirth

WESTERN MUNICIPAL WATER DISTRICT

By: _____

CHINO BASIN MUNICIPAL WATER DISTRICT

Approved as to form
Donald D. Stark

By: _____

COUNTY OF RIVERSIDE

Raymond T. Sheley

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Raymond T. Sheley

FORM APPROVED

MAR 20 1969

RAY T. SULLIVAN, JR.

CITY OF RIVERSIDE

AGREEMENT BETWEEN
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
AND CITY OF RIVERSIDE IN REGARD TO
PRADO SETTLEMENT.

AGREEMENT made this 20th day of November, 1968, between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency, hereinafter called Western, and the CITY OF RIVERSIDE, a municipal corporation, hereinafter called Riverside.

RECITALS

(a) A settlement has been negotiated terminating the stream system adjudication in the case of Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628. This settlement, hereinafter called the "Prado Settlement," provides for a physical solution whereby certain Base Flows are jointly assured by Western and the Chino Basin Municipal Water District (Chino hereinafter) at Prado, and by the San Bernardino Valley Municipal Water District (San Bernardino hereinafter) at Riverside Narrows.

(b) As part of the Prado Settlement all defendants, except for the three municipal water districts mentioned above, will be dismissed from the suit without pumping restrictions. The judgment in the first Orange County suit, the Irvine Decree, and certain other restrictions in the area above Prado will also be set aside so long as such Settlement is carried out.

(c) In order to implement the Prado Settlement, and subject to final Court approval thereof, Western and Chino have further agreed between themselves as to the responsibility of each District for contributions to the flow at Prado.

(d) The primary purpose of this agreement is to provide for the commitment to Western and the Prado Settlement of certain quantities of Riverside sewage effluent.

(e) All terms specially defined in the Prado Settlement documents, and in the agreement between Western and Chino, are herein used in the context of such documents.

In consideration of the mutual covenants of the parties, and of the assumption by Western of the obligations imposed by the Prado Settlement, IT IS HEREBY AGREED AS FOLLOWS:

1. Contribution. Riverside shall be obligated to discharge annually to the Santa Ana River in the vicinity of Riverside Narrows 15,250 acre feet of effluent from its sewage treatment plant, adjusted for quality as hereinafter provided, and subject to the conditions of Paragraphs 5 and 8.

2. Quality Adjustment. The quantity of effluent actually delivered in any year shall be adjusted for quality in accordance with the following formula. The amount which results from the application of such formula shall constitute Riverside's "adjusted contribution", and such adjusted contribution shall be used to determine the City's compliance with its obligations hereunder.

As used in the formula, TDS means the weighted average annual total dissolved solids in the effluent for the year in question.

Weighted Average TDS in ppm	Formula for Determining Adjusted Contribution
Greater than 800	$Q - \frac{16}{15,250} Q \ (TDS-800)$
700 - 800	Q
Less than 700	$Q + \frac{16}{15,250} Q \ (700-TDS)$

Where Q = the amount of effluent actually delivered.

3. Effective Date. Riverside's commitment of such effluent shall be effective October 1, 1970, and is contingent upon final Court approval of the Prado Settlement.

4. Measurements. Both the quantity and quality of the effluent discharged hereunder shall be measured and determined in such manner as to meet the requirements of the Prado Settlement and of Western's agreement with Chino. The point of measurement for quantity and quality shall be at Riverside's sewage treatment plant measuring flume. The cost of installing and maintaining any new measurement devices which may be required, and of obtaining necessary water quality analyses, shall be borne by Western. Records shall be kept of all such measurements and determinations, and these shall be available to both parties.

5. Use of Credits. If Riverside delivers more effluent than is required under this Agreement, it may in any given year reduce its adjusted contribution by the amount of such excess deliveries, but in no event shall Riverside's adjusted contribution be less than 13,420 acre feet each year. However, if the minimum obligation under the Prado Settlement is lowered to 34,000 acre feet, then the amount of 13,420 in this paragraph shall be reduced to 12,420 acre feet.

6. Modification of Prado Settlement. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction and the obligation of Western is affected thereby, or in the event of modification of the Western-Chino Agreement, appropriate adjustments if required shall be made in this agreement; provided that the unadjusted amount of 15,250 shall not be subject to increase.

7. Right of First Refusal. If Riverside proposes to sell, lease or otherwise transfer title to any of its sewage effluent not committed hereunder, Western shall have the right of first refusal to acquire such effluent.

8. Pumping Limitation, In the event Riverside should be required to reduce its pumping from any portion of the Santa Ana system, without replenishment being provided by Western, or without similar limitations being imposed upon all other substantial pumpers and diverters taking water for use within Western, Riverside shall have the right to withdraw up to 3000 acre feet annually, on a non-cumulative basis, from the effluent

commitment made herein; provided that such effluent is used to offset the reduction in pumping; or in the alternative, it shall have the right to offset such reduction by increasing its pumping elsewhere in the river system up to a maximum of 3000 acre feet per year without liability to Western for any pump tax on account of such increase.

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

_____
City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:

_____
LELAND J. THOMPSON, JR.
Special Counsel

CITY OF CORONA

AGREEMENT BETWEEN
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
AND CITY OF CORONA IN REGARD TO
PRADO SETTLEMENT

AGREEMENT made this 18th day of December, 1968, between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency, hereinafter called WESTERN, and the CITY OF CORONA, a municipal corporation, hereinafter called CORONA.

RECITALS

A. A settlement has been negotiated terminating the stream system adjudication in the case of Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628. This settlement, hereinafter called the "Prado Settlement," provides for a physical solution whereby certain Base Flows are jointly assured by Western and the Chino Basin Municipal Water District (Chino hereinafter) at Prado, and by the San Bernardino Valley Municipal Water District (San Bernardino hereinafter) at Riverside Narrows.

B. As part of the Prado Settlement all defendants, except for the three municipal water districts mentioned above, will be dismissed from the suit without pumping restrictions. The judgment in the first Orange County suit, the Irvine Decree, and certain other restrictions in the area above Prado will also be set aside so long as such Settlement is carried out.

C. In order to implement the Prado Settlement, and subject to final Court approval thereof, Western and Chino

have further agreed between themselves as to the responsibility of each District for contributions to the flow at Prado.

D. The primary purpose of this agreement is to provide for the commitment to Western and the Prado Settlement of certain quantities of Corona sewage effluent.

E. All terms specially defined in the Prado Settlement documents, and in the agreement between Western and Chino, are herein used in the context of such documents.

In consideration of the mutual covenants of the parties, and of the assumption by Western of the obligations imposed by the Prado Settlement, IT IS HEREBY AGREED AS FOLLOWS:

1. Contribution. Corona shall be obligated to discharge annually to the Santa Ana River at the point of measurement as designated pursuant to Paragraph 4 hereof 1625 acre feet of effluent from its sewage treatment plant, adjusted for quality as hereinafter provided, and subject to the conditions of Paragraphs 4, 5 and 7.

2. Quality Adjustment. The quantity of effluent actually delivered in any year shall be adjusted for quality in accordance with the following formula. The amount which results from the application of such formula shall constitute Corona's "adjusted contribution," and such adjusted contribution shall be used to determine the

City's compliance with its obligations hereunder. As used in the formula, TDS means the weighted average annual total dissolved solids in the effluent for the year in question.

Weighted Average TDS in ppm	Formula for Determining Adjusted Contribution
Greater than 1200	$Q - \frac{1.5}{1,625} Q (TDS-1200)$
700 - 1200	Q
Less than 700	$Q + \frac{1.5}{1,625} Q (700-TDS)$

Where Q = the amount of effluent actually delivered.

3. Effective Date. Corona's commitment of such effluent shall be effective October 1, 1970, and is contingent upon final Court approval of the Prado Settlement.

4. Measurements. Both the quantity and quality of effluent discharged hereunder shall be measured and determined in such manner as to meet the requirements of the Prado Settlement and of Western's agreement with Chino. The point of measurement for quantity and quality shall be at its discharge from Corona's sewage treatment plant, or such point further downstream as the City may designate. If Corona is required by law or otherwise to discharge said effluent at a point other than so designated by Corona, in order to comply with its obligations hereunder or under the Prado Settlement, Western will bear any and all costs incurred by Corona i

discharging and enabling it to so discharge at such point; or in the alternative, Western shall release Corona from all of its obligations hereunder. The cost of installing and maintaining any new measurement devices which may be required, and of obtaining necessary water quality analyses, shall be borne by Western. Records shall be kept of all such measurements and determinations, and these shall be available to both parties.

5. Use of Credits. If Corona delivers more effluent than is required under this Agreement, it may in any given year reduce its adjusted contribution by the amount of such excess deliveries, but in no event shall Corona's adjusted contribution be less than 1430 acre feet each year. However, if the minimum obligation under the Prado Settlement is lowered to 34,000 acre feet, then the amount of 1430 in this paragraph shall be reduced to 1330 acre feet.

6. Modification of Prado Settlement. In the event the Prado Settlement is modified by the Court under its continuing jurisdiction and the obligation of Western is affected thereby, or in the event of modification of the Western-Chino Agreement, appropriate adjustments if required shall be made in this agreement; provided that the unadjusted amount of 1625 shall not be subject to increase.

7. Pumping Limitation. In the event Corona should be required to reduce its pumping from any portion of the

Santa Ana system, without replenishment being provided by Western, or without similar limitations being imposed upon all other substantial pumpers and diverters taking water for use within Western, Corona shall have the right to withdraw up to 325 acre feet annually, on a noncumulative basis, from the effluent commitment made herein; provided that such effluent is used to offset the reduction in pumping; or in the alternative, it shall have the right to offset such reduction by increasing its pumping elsewhere in the river system up to a maximum of 325 acre feet per year without liability to Western for any pump tax on account of such increase.

CITY OF CORONA

By _____
Mayor

ATTEST:

_____
City Clerk

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

By _____
President

By _____
Secretary

WMWD AND ESBCWD SETTLEMENT

STIPULATION FOR JUDGMENT

CLAYSON, STARK, ROTHROCK & MANN
ATTORNEYS AT LAW
LAW BUILDING
601 SOUTH MAIN STREET
P. O. BOX 670
CORONA, CALIFORNIA 91720
737-1910
689-7241

FILED
RIVERSIDE COUNTY
APR 17 1969
DONALD D. SULLIVAN, Clerk
By [signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, et al., Plaintiff, v. EAST SAN BERNARDINO COUNTY WATER DISTRICT, et al., Defendants.	No. 78426 ~~784726~~ 4/17/69 STIPULATION FOR JUDGMENT

The undersigned, as counsel for the indicated parties in the above-entitled action, hereby stipulate and agree as follows:

(1) That judgment, substantially in the form attached hereto as Exhibit "A", may be entered by the Court herein.

(2) That the limitation periods specified in Sections 581 and 583 of the Code of Civil Procedure are by this stipulation extended to and including the date hereof.

(3) Each party to this stipulation expressly

APR-21-69

waives findings of fact and conclusions of law in support of the Judgment, and specifically waives any right to appeal therefrom; provided that nothing herein contained shall be deemed to restrict or impair the rights of any parties in relation to any proceeding which may hereafter be undertaken in connection with the exercise of the Court's reserved jurisdiction or determinations of the Watermaster.

Dated: April 17, 1969.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____
President

and _____
Secretary

Approved _____
Attorney

BEST, BEST & KRIEGER

By _____
for Western Municipal Water District of Riverside County

JOHN WOODHEAD, City Attorney
LELAND J. THOMPSON, JR.

By _____
for City of Riverside, for itself and as successor in interest to Gage Canal Company

CLAYSON, STARK, ROTHROCK & MANN

By _____
for Agua Mansa Water Company and Meeks & Daley Water Company

REDWINE & SHERRILL

By _____
for Riverside Highland Water Company

THOMAS J. CUNNINGHAM
JOHN P. SPARROW
ROBERT C. FIELD

By _____
for The Regents of the University of California

JUDGMENT

FILED
RIVERSIDE COUNTY
APR 17 1969
DONALD D. SULLIVAN, Clerk
By _____ Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district; CITY OF RIVERSIDE, a municipal corporation; THE GAGE CANAL COMPANY, a corporation; AGUA MANSA WATER COMPANY, a corporation, MEEKS & DALEY WATER COMPANY, a corporation; RIVERSIDE HIGHLAND WATER COMPANY, a corporation, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY WATER DISTRICT, et al.,

Defendants

No. 78426 78426

JUDGMENT

4/17/69

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APPENDIX A -- Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and

Boundaries of San Bernardino Valley Municipal Water District & Western Municipal Water District of Riverside County

APPENDIX B -- Extractions by Plaintiffs from San Bernardino Basin Area.

APPENDIX C -- Exports for Use on Lands not Tributary to Riverside Narrows

APPENDIX D -- Miscellaneous Data

RECITALS

(a) Complaint. The complaint in this action was filed by certain parties exporting water from the area defined herein as the San Bernardino Basin Area for use within Western, and sought a general adjudication of water rights.

(b) Orange County Water District Action. Subsequently the Orange County Water District filed an action for the adjudication of the water rights of substantially all water users in the area tributary to Prado Dam in the Santa Ana River Watershed. A decree of physical solution has been entered in such action whereby individual water users were dismissed, and San Bernardino Valley and Western assumed responsibility for the deliveries of certain flows at Riverside Narrows and Prado respectively.

(c) Physical Solution. The Judgment herein will further implement the physical solution in the Orange County Water District action, as well as determine the rights of the hereinafter named Plaintiffs to extract water from the San Bernardino Basin Area, and provide for replenishment of the area above Riverside Narrows. Such Judgment is fair and equitable, in the best interests of the parties, and in furtherance of the water policy of the State. San Bernardino Valley has the statutory power and resources to effectuate this Judgment and accordingly the other defendants may be dismissed.

(d) Stipulation. The parties named herein through their respective counsel have proposed and filed a written stipulation agreeing to the making and entry of this Judgment. By reason of such stipulation, and good cause appearing

therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

ACTIVE PARTIES

(a) The parties to this Judgment are as follows:

(1) Plaintiff Western Municipal Water District of Riverside County, a California municipal water district, herein often called "Western", appearing and acting pursuant to Section 71751 of the Water Code;

(2) Plaintiff City of Riverside, a municipal corporation;

(3) Plaintiffs Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, each of which is a mutual water company and a California corporation;

(4) Plaintiff The Regents of the University of California, a California public corporation;

(5) Defendant San Bernardino Valley Municipal Water District, a California municipal water district, herein often called "San Bernardino Valley", appearing and acting pursuant to Section 71751 of the Water Code;

(b) This Judgment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

II

DISMISSED PARTIES

All parties other than those named in the preceding Paragraph I are dismissed without prejudice.

III

PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

IV

DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A"; San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

(f) Replenishment - Artificial recharge of the ground water body achieved through the spreading or retention of water for the purpose of causing it to percolate and join the underlying ground water body, or injection of water into the ground water resources by means of wells; provided that as used with reference to any obligation of Western to replenish the Riverside Basin Area in Riverside County, the term replenishment shall include any water caused to be delivered by Western for which credit is received by San Bernardino Valley against its obligation under the Orange County Judgment to provide base flow at Riverside Narrows.

(g) Safe Yield - Safe yield is that maximum average annual amount of water that could be extracted from the surface and subsurface water resources of an area over a period of time sufficiently long to represent or approximate long-time mean climatological conditions, with a given areal pattern of extractions, under a particular set of physical conditions or structures as such affect the net recharge to the ground water body, and with a given amount of usable underground storage capacity, without resulting in long-term, progressive lowering of ground water levels or other undesirable result. In determining the operational criteria to avoid such adverse results, consideration shall be given to maintenance of adequate ground water quality, subsurface outflow, costs of pumping, and other relevant factors.

The amount of safe yield is dependent in part upon the amount of water which can be stored in and used from the ground water reservoir over a period of normal water supply under a given set of conditions. Safe yield is thus related to factors which influence or control ground water recharge, and

to the amount of storage space available to carry over recharge occurring in years of above average supply to years of deficient supply. Recharge, in turn, depends on the available surface water supply and the factors influencing the percolation of that supply to the water table.

Safe yield shall be determined in part through the evaluation of the average net groundwater recharge which would occur if the culture of the safe yield year had existed over a period of normal native supply.

(h) Natural Safe Yield - That portion of the safe yield of the San Bernardino Basin Area which could be derived solely from natural precipitation in the absence of imported water and the return flows therefrom, and without contributions from new conservation. If in the future any natural runoff tributary to the San Bernardino Basin Area is diverted away from that Basin Area so that it is not included in the calculation of natural safe yield, any replacement made thereof by San Bernardino Valley or entities within it from imported water shall be included in such calculation.

(i) New Conservation - Any increase in replenishment from natural precipitation which results from operation of works and facilities not now in existence, other than those works installed and operations which may be initiated to offset losses caused by increased flood control channelization.

(j) Year - A calendar year from January 1 through December 31. The term "annual" shall refer to the same period of time.

(k) Orange County Judgment - The final judgment in Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628, as it may from time to

time be modified.

(l) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

V

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

VI

SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

shall be subject to the continuing jurisdiction thereof.

(b) Annual Adjusted Rights of Plaintiffs.

1. The annual "adjusted right" of each Plaintiff to extract water from the San Bernardino Basin Area for use in each service area designated in Table B-1 shall be equal to the sum of the following:

(a) its base right for such service area, until the natural safe yield of the San Bernardino Basin Area is determined, and thereafter its percentage of such natural safe yield determined by the methods used in Table B-2; and (b) an equal percentage for each service area of any new conservation, provided the conditions of the subparagraph 2 below have been met.

2. In order that the annual adjusted right of each such Plaintiff shall include its same respective percentage of any new conservation, such Plaintiff shall pay its proportionate share of the costs thereof. Each Plaintiff shall have the right to participate in new conservation projects, under procedures to be determined by the Watermaster for notice to Plaintiffs of the planned construction of such projects. With respect to any new conservation brought about by Federal installations, the term "costs" as used herein shall refer to any local share required to be paid in connection with such project. Each Plaintiff shall make its payment at times satisfactory to the constructing agency, and new conservation shall be credited to any participating Plaintiff as such conservation is effected.

3. In any five year period, each Plaintiff shall have the right to extract from the San Bernardino Basin Area for use in each service area designated in Table B-1 an amount of water equal to five times its adjusted right for such service area; provided, however, that extractions by each Plaintiff in any year in any service area shall not exceed such Plaintiff's adjusted right for that service area by more than 30 percent.

4. If the natural safe yield of the San Bernardino Basin Area has not been determined by January 1, 1972, the initial determination thereof shall be retroactive to that date and the rights of the Plaintiffs, and the replenishment obligation of San Bernardino Valley as hereinafter set forth, shall be adjusted as of such date. Any excess extractions by Plaintiffs shall be charged against their respective adjusted rights over the next five year period, or in the alternative, Plaintiffs may pay to San Bernardino Valley the full cost of any replenishment which it has provided as replenishment for such excess extractions. Any obligation upon San Bernardino Valley to provide additional replenishment, by virtue of such retroactive determination of natural safe yield, may also be discharged over such next five year period.

5. Plaintiffs and each of them and their agents and assigns are enjoined from extracting any more water from the San Bernardino Basin Area than is permitted under this Judgment. Changes in place

of use of any such water from one service area to another shall not be made without the prior approval of Court upon a finding of compliance with Paragraph XV(b) of this Judgment. So long as San Bernardino Valley is in compliance with all its obligations hereunder, and Plaintiffs are allowed to extract the water provided for in this Judgment, Plaintiffs are further enjoined from bringing any action to limit the water extracted from the San Bernardino Basin Area for use within San Bernardino Valley.

6. Nothing in this Judgment shall prevent future agreements between San Bernardino Valley and Western under which additional extractions may be made from the San Bernardino Basin Area, subject to the availability of imported water not required by San Bernardino Valley, and subject to payment satisfactory to San Bernardino Valley for replenishment required to compensate for such additional extractions.

(c) San Bernardino Valley Replenishment. San Bernardino Valley shall provide imported water for replenishment of the San Bernardino Basin Area at least equal to the amount by which extractions therefrom for use within San Bernardino County exceed during any five year period the sum of: (a) five times the total average annual extractions determined under Paragraph V(b) hereof, adjusted as may be required by the natural safe yield of the San Bernardino Basin Area; and (b) any new conservation to which users within San Bernardino Valley are entitled. Such replenishment shall be

supplied in the year following any five year period; provided that during the first five year period, San Bernardino Valley shall supply annual amounts on account of its obligations hereunder, and such amounts shall be not less than fifty percent of the gross amount of excess extractions in the previous year.

1. Against its replenishment obligation over any five year period San Bernardino Valley shall receive credit for that portion of such excess extractions that returns to the ground water of the San Bernardino Basin Area.

2. San Bernardino Valley shall also receive credit against any future replenishment obligations for all replenishment which it provides in excess of that required herein, and for any amounts which may be extracted without replenishment obligation, which in fact are not extracted.

(d) In this subparagraph (d), "person" and "entity" mean only those persons and entities, and their successors in interest, which have stipulated with the parties to this Judgment within six months after its entry to accept this Judgment.

San Bernardino Valley agrees that the base rights of persons or entities other than Plaintiffs to extract water from the San Bernardino Basin Area for use within San Bernardino Valley will be determined by the average annual quantity extracted by such person or entity during the five year period ending with 1963. After the natural safe yield of the San Bernardino Basin Area is determined hereunder, such

base rights will be adjusted to such natural safe yield; the adjusted right of each such person or entity shall be that percentage of natural safe yield as determined hereunder from time to time which the unadjusted right of such person or entity is of the amount determined under Paragraph V(b).

San Bernardino Valley further agrees that in the event the right to extract water of any of such persons or entities in the San Bernardino Basin Area is adjudicated and legal restrictions placed on such extractions which prevent extracting of water by said persons or entities in an amount equal to their base rights, or after natural safe yield is determined, their adjusted rights, San Bernardino Valley will furnish to such persons or entities or recharge the ground water resources in the area of extraction for their benefit with imported water, without direct charge to such persons or entities therefor, so that the base rights, or adjusted rights, as the case may be, may be taken by the person or entity.

Under the provisions hereof relating to furnishing of such water by San Bernardino Valley, such persons or entities shall be entitled to extract in addition to their base rights or adjusted rights any quantities of water spread for repumping in their area of extractions, which has been delivered to them by a mutual water company under base rights or adjusted base rights included by the Watermaster under the provisions of Paragraph V (b) hereof. Extractions must be made within three years of spreading to so qualify.

VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

extractions over such 20 percent peaking allowance.

(c) To the extent that extractions from each such Basin Area for use outside San Bernardino Valley exceed the amounts specified in the next preceding Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall not be from reclaimed water produced within San Bernardino Valley. Such replenishment shall also be of a quality at least equal to the water extracted from the Basin Area being recharged; provided, that water from the State Water Project shall be deemed to be of acceptable quality. Replenishment shall be supplied to the Basin Area from which any excess extractions have occurred and in the vicinity of the place of the excess extractions to the extent required to preclude influence on the water level in the three wells below designated; provided that discharge of imported water into the Santa Ana River or Warm Creek from a connection on the State Aqueduct near the confluence thereof, if released in accordance with a schedule approved by the Watermaster to achieve compliance with the objectives of this Judgment, shall satisfy any obligation of Western to provide replenishment in the Colton Basin Area, or that portion of the Riverside Basin Area in San Bernardino County, or the Riverside Basin Area in Riverside County.

(d) Extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use within San Bernardino Valley, shall not be limited. However, except for any required replenishment by Western, San Bernardino Valley shall provide the water to maintain the static water levels in the area, as determined by wells numbered

1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level no lower than that which existed in the Fall season of 1963. Such 1963 average water level is hereby determined to be 822.04 feet above sea level. In future years, the level shall be computed by averaging the lowest static water levels in each of the three wells occurring at or about the same time of the year, provided that no measurements will be used which reflect the undue influence of pumping in nearby wells, or in the three wells, or pumping from the Riverside Basin in Riverside County in excess of that determined pursuant to Paragraph IX(a) hereof.

(e) Extractions by Plaintiffs from the Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County may be transferred to the San Bernardino Basin Area if the level specified in Paragraph (d) above is not maintained, but only to the extent necessary to restore such 1963 average water level, provided that Western is not in default in any of its replenishment obligations. San Bernardino Valley shall be required to replenish the San Bernardino Basin Area in an amount equal to any extractions so transferred. San Bernardino Valley shall be relieved of responsibility toward the maintenance of such 1963 average water level to the extent that Plaintiffs have physical facilities available to accommodate such transfers of extractions, and insofar as such transfers can be legally accomplished.

(f) The Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County constitute a major source of water supply for lands and inhabitants in both San Bernardino Valley and Western, and the parties hereto have a mutual interest in the maintenance of water quality in these Basin Areas and in the preservation of such supply. If

the water quality in such Areas, as monitored by the City of Riverside wells along the river, falls below the Objectives set therefor by the Santa Ana River Basin Regional Water Quality Control Board, the Court shall have jurisdiction to modify the obligations of San Bernardino Valley to include, in addition to its obligation to maintain the average 1963 water level, reasonable provisions for the maintenance of such water quality.

(g) The primary objectives of Paragraph VIII and related provisions are to allow maximum flexibility to San Bernardino Valley in the operation of a coordinated replenishment and management program, both above and below Bunker Hill Dike; to protect San Bernardino Valley against increased extractions in the area between Bunker Hill Dike and Riverside Narrows, which without adequate provision for replenishment might adversely affect base flow at Riverside Narrows, for which it is responsible under the Orange County Judgment; and to protect the area as a major source of ground water supply available to satisfy the historic extractions therefrom for use within Western, without regard to the method of operation which may be adopted by San Bernardino Valley for the San Bernardino Basin Area, and without regard to the effect of such operation upon the historic supply to the area below Bunker Hill Dike.

If these provisions should prove either inequitable or unworkable, the Court upon the application of any party hereto shall retain jurisdiction to modify this Judgment so as to regulate the area between Bunker Hill Dike and Riverside Narrows on a safe yield basis; provided that under such method of operation, (1) base rights shall be determined on the basis of total average annual extractions for use within San Bernardino Valley and Western, respectively, for the five year period ending

with 1963; (2) such base rights for use in both Districts shall be subject to whatever adjustment may be required by the safe yield of the area, and in the aggregate shall not be exceeded unless replenishment therefor is provided; (3) in calculating safe yield, the outflow from the area at Riverside Narrows shall be determined insofar as practical by the base flow obligations imposed on San Bernardino Valley under the Orange County Judgment; and (4) San Bernardino Valley shall be required to provide replenishment for any deficiency between the actual outflow and the outflow obligation across Bunker Hill Dike as established by safe yield analysis using the base period of 1934 through 1960.

IX

EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

(a) The average annual extractions from the portion of the Riverside Basin Area in Riverside County which is tributary to Riverside Narrows, for use in Riverside County, for the five year period ending with 1963 are assumed to be 30,044 acre feet; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess extractions over such 20 percent peaking allowance.

(c) To the extent that extractions from such Basin Area exceed the amounts specified in the next preceding

Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall be provided at or above Riverside Narrows.

(d) Western shall also provide such replenishment to offset any reduction in return flow now contributing to the base flow at Riverside Narrows, which reduction in return flow results from the conversion of agricultural uses of water within Western to domestic or other uses connected to sewage or waste disposal systems, the effluent from which is not tributary to the rising water at Riverside Narrows.

X

REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS NOT TRIBUTARY TO RIVERSIDE NARROWS.

Certain average annual amounts of water extracted from the San Bernardino Basin Area and the area downstream therefrom to Riverside Narrows during the five year period ending in 1963 have been exported for use outside of the area tributary to Riverside Narrows and are assumed to be 50,667 acre feet annually as set forth in Table C-1 of Appendix "C"; the correct amount shall be determined by the Watermaster as herein provided. Western shall be obligated to provide replenishment at or above Riverside Narrows for any increase over such exports by Western or entities within it from such areas for use within areas not tributary to Riverside Narrows. San Bernardino Valley shall be obligated to provide replenishment for any increase over the exports from San Bernardino Valley for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of

Appendix "C", such amounts being subject to correction by the Watermaster, or for any exports from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins.

XI

REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

(a) All replenishment provided by Western under Paragraph IX and all credits received against such replenishment obligation shall be subject to the same adjustments for water quality applicable to base flow at Riverside Narrows, as set forth in the Orange County Judgment.

(b) Western shall receive credit against its replenishment obligations incurred under this Judgment for the following:

1. As against its replenishment obligation under Paragraph VIII, any return flow to the Colton Basin Area or the portion of the Riverside Basin Area within San Bernardino County, respectively, resulting from any excess extractions therefrom; and as against its replenishment obligation under Paragraph IX, any return flow to the portion of the Riverside Basin Area in Riverside County, which contributes to the base flow at Riverside Narrows, resulting from any excess extractions therefrom, or from the Riverside Basin Area in San Bernardino County, or from the Colton Basin Area.

2. Subject to adjustment under Paragraph (a) hereof, any increase over the present amounts of sewage effluent discharged from

treatment plants within Riverside County which are tributary to Riverside Narrows, and which results from the use of imported water.

3. Any replenishment which may be provided in excess of that required; any amounts which hereunder are allowed to be extracted from the Colton and Riverside Basin Areas without replenishment obligation by Western, and which in fact are not extracted; any storm flows conserved between Bunker Hill Dike and Riverside Narrows by works financed solely by Western, or entities within it, which would not otherwise contribute to base flow at Riverside Narrows; and any return flow from imported water used in Riverside County which contributes to base flow at Riverside Narrows; provided, however, that such use of the underground storage capacity in each of the above situations does not adversely affect San Bernardino Valley in the discharge of its obligations at Riverside Narrows under the Orange County Judgment, nor interfere with the accomplishment by San Bernardino Valley of the primary objectives of Paragraph VIII, as stated in Subdivision (g).

(c) The replenishment obligations of Western under this Judgment shall not apply during such times as amounts of base flow at Riverside Narrows and the amounts of water stored in the ground water resources below Bunker Hill Dike and tributary to the maintenance of such flow are found by Order of the Court to be sufficient to satisfy any obligation which San Bernardino Valley may have under this Judgment, or under the

Orange County Judgment, and if the Court further finds by Order that during such times any such increase in pumping, changes in use or exports would not adversely affect San Bernardino Valley in the future.

(d) The replenishment obligations of San Bernardino Valley under Paragraph X of this Judgment for increase in exports from the Colton and Riverside Basin Areas within San Bernardino Valley below the Bunker Hill Dike shall not apply during such times as the amounts of water in the ground water resources of such area are found by Order of the Court to be sufficient to satisfy the obligations which San Bernardino Valley may have to Plaintiffs under this Judgment, and if the Court further finds by Order that during such times any such increases in exports would not adversely affect Plaintiffs in the future.

XII

CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY TO RIVERSIDE NARROWS.

If San Bernardino Valley determines that it will convey reclaimed sewage effluent, or other water, to or near Riverside Narrows, to meet its obligations under this or the Orange County Judgment, the City of Riverside shall make available to San Bernardino Valley for that purpose any unused capacity in the former Riverside Water Company canal, and the Washington and Monroe Street storm drains, without cost except for any alterations or capital improvements which may be required, or any additional maintenance and operation costs which may result. The use of those facilities shall be subject to the requirements of the Santa Ana River Basin Regional Water Quality Control Board and of the State Health Department, and compliance

therewith shall be San Bernardino Valley's responsibility.

XIII

WATERMASTER

(a) This Judgment and the instructions and subsequent orders of this Court shall be administered and enforced by a Watermaster. The parties hereto shall make such measurements and furnish such information as the Watermaster may reasonably require, and the Watermaster may verify such measurements and information and obtain additional measurements and information as the Watermaster may deem appropriate.

(b) The Watermaster shall consist of a committee of two persons. San Bernardino Valley and Western shall each have the right to nominate one of such persons. Each such nomination shall be made in writing, served upon the other parties to this Judgment, and filed in Court. Such person shall be appointed by and serve at the pleasure of and until further order of this Court. If either Western or San Bernardino Valley shall at any time nominate a substitute appointee in place of the last appointee to represent it, such appointee shall be appointed by the Court in place of such last appointee.

(c) Appendix "D" to this Judgment contains some of the data which have been used in preparation of this Judgment, and shall be utilized by the Watermaster in connection with any questions of interpretation.

(d) Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of both members of the Watermaster committee. In the event of failure or inability of such Watermaster Committee to reach agreement, the Watermaster committee may determine to submit the dispute to a third person to be selected

by them, or if they are unable to agree on a selection, to be selected by the Court, in which case the decision of the third person shall be binding on the parties; otherwise the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court, which may refer the matter for prior recommendation to the State Water Resources Control Board. Such order of the Court shall be a determination by the Watermaster within the meaning of this Judgment.

(e) The Watermaster shall report to the Court and to each party hereto in writing not more than seven (7) months after the end of each year, or within such other time as the Court may fix, on each determination made by it pursuant to this Judgment, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties hereto. At the request of any party this Court will establish a procedure for the filing and hearing of objections to the Watermaster's report.

(f) The fees, compensation and expenses of each person on the Watermaster shall be borne by the District which nominated such person. All other Watermaster service costs and expenses shall be borne by San Bernardino Valley and Western equally.

(g) The Watermaster shall initially compute and report to the Court the natural safe yield of the San Bernardino Basin Area, said computation to be based upon the cultural

conditions equivalent to those existing during the five calendar year period ending with 1963.

(h) The Watermaster shall as soon as practical determine the correct figures for Paragraphs V(b), VI(b)1, VIII(a), IX(a) and X, as the basis for an appropriate supplemental order of this Court.

XIV

CONTINUING JURISDICTION OF THE COURT

(a) The Court hereby reserves continuing jurisdiction of the subject matter and parties to this Judgment, and upon application of any party, or upon its own motion, may review and redetermine, among other things, the following matters and any matters incident thereto:

1. The hydrologic condition of any one or all of the separate basins described in this Judgment in order to determine from time to time the safe yield of the San Bernardino Basin Area.

2. The desirability of appointing a different Watermaster or a permanent neutral member of the Watermaster, or of changing or more clearly defining the duties of the Watermaster.

3. The desirability of providing for increases or decreases in the extraction of any particular party because of emergency requirements or in order that such party may secure its proportionate share of its rights as determined herein.

4. The adjusted rights of the Plaintiffs as required to comply with the provisions hereof with respect to changes in the natural safe yield of the San Bernardino Basin

Area. If such changes occur, the Court shall adjudge that the adjusted rights and replenishment obligations of each party shall be changed proportionately to the respective base rights.

5. Conforming the obligations of San Bernardino Valley under this Judgment to the terms of any new judgment hereafter entered adjudicating the water rights within San Bernardino Valley, if inconsistencies of the two judgments impose hardship on San Bernardino Valley.

6. Adjusting the figures in Paragraphs V(b), VI(b) 1, VIII(a) IX(a), and X, to conform to determination by the Watermaster.

7. Credit allowed for return flow in the San Bernardino Basin Area if water levels therein drop to the point of causing undue hardship upon any party.

8. Other matters not herein specifically set forth which might occur in the future and which would be of benefit to the parties in the utilization of the surface and ground water supply described in this Judgment, and not inconsistent with the respective rights of the parties as herein established and determined.

(b) Any party may apply to the Court under its continuing jurisdiction for any appropriate modification of this Judgment if its presently available sources of imported water are exhausted and it is unable to obtain additional supplies of imported water at a reasonable cost, or if there is any substantial delay in the delivery of imported water through the State Water Project.

XV

SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

and filed a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights, such transferring Plaintiff shall thereupon be discharged from all obligations hereunder. If any Plaintiff shall cease to own any rights in and to the water supply declared herein and shall have caused the appearance and assumption provided for in the third preceding sentence with respect to each voluntary transfer, then upon application to this Court and after notice and hearing such Plaintiff shall thereupon be relieved and discharged from all further obligations hereunder. Any such discharge of any Plaintiff hereunder shall not impair the aggregate rights of defendant San Bernardino Valley or the responsibility hereunder of the remaining Plaintiffs or any of the successors.

(d) Non-use of any right to take water as provided herein shall not result in any loss of the right. San Bernardino Valley does not guarantee any of the rights set out herein for Western and the other Plaintiffs as against the claims of third parties not bound hereby. If Western or the other Plaintiffs herein should be prevented by acts of third parties within San Bernardino County from extracting the amounts of water allowed them by this Judgment, they shall have the right to apply to this Court for any appropriate relief, including vacation of this Judgment, in which latter case all parties shall be restored to their status prior to this Judgment insofar as possible.

(e) Any replenishment obligation imposed hereunder on San Bernardino Valley may be deferred until imported water first is available to San Bernardino Valley under its contract with the California Department of Water Resources and the

obligation so accumulated may be discharged in five approximately equal annual installments thereafter.

(f) No agreement has been reached concerning the method by which the cost of providing replenishment will be financed, and no provision of this Judgment, nor its failure to contain any provision, shall be construed to reflect any agreement relating to the taxation or assessment of extractions.

XVI

EFFECTIVE DATE

The provisions of Paragraphs III and V to XII of this Judgment shall be in effect from and after January 1, 1971; the remaining provisions are in effect immediately.

XVII

COSTS

No party shall recover its costs herein as against any other party.

THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

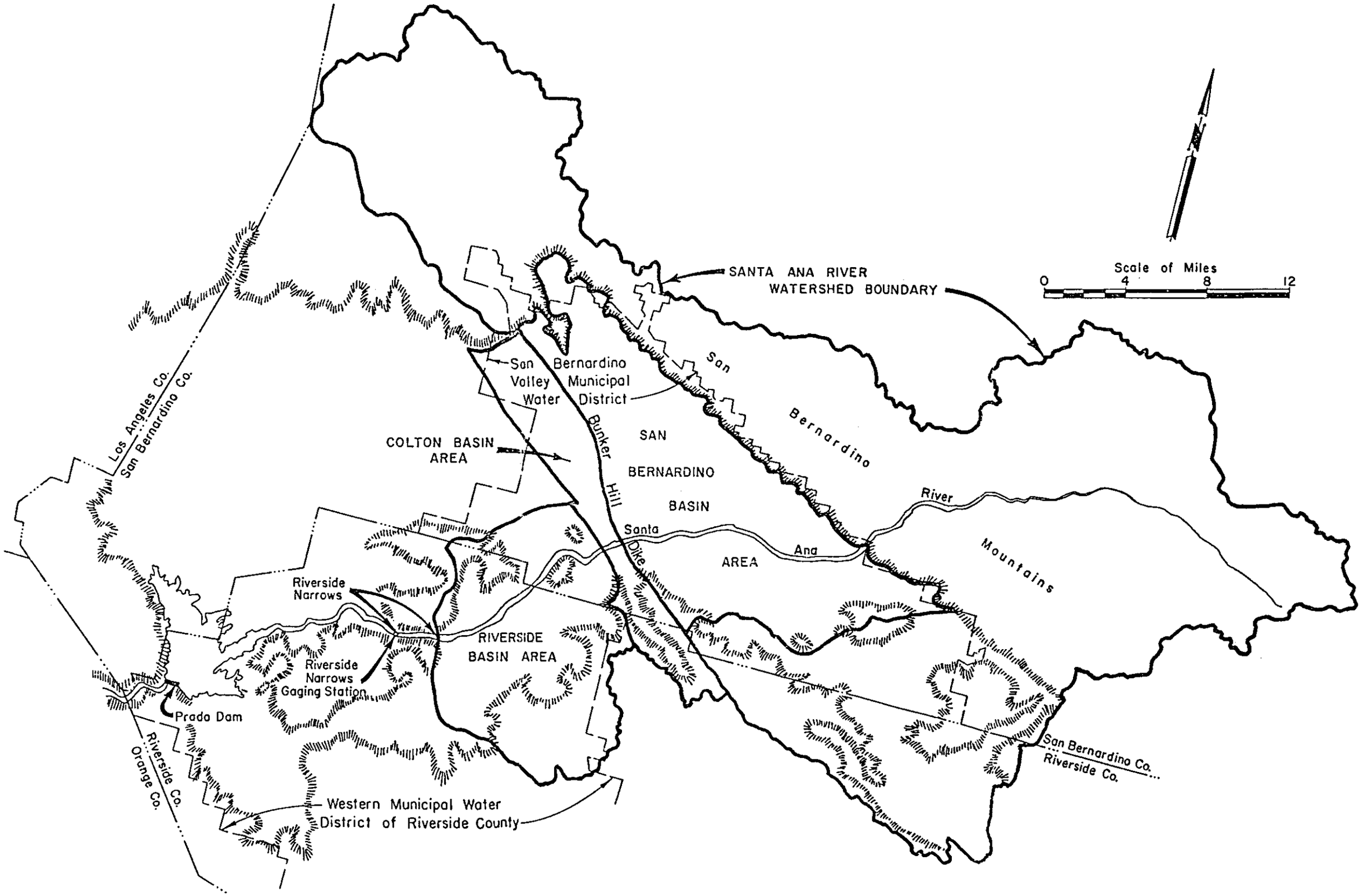
DATED: April 17, 1969

ENTERED

APR 17 1969

Alan P. McDonnell
JUDGE OF THE SUPERIOR COURT

JUDGMENT BOOK 124 PG 42



MAP SHOWING

SAN BERNARDINO BASIN AREA, COLTON BASIN AREA, AND RIVERSIDE BASIN AREA SITUATED WITHIN SAN BERNARDINO COUNTY; RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY; BUNKER HILL DIKE; RIVERSIDE NARROWS; AND BOUNDARIES OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT & WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY.

APPENDIX B
TABLE B-1

EXTRACTIONS BY PLAINTIFFS FROM THE SAN BERNARDINO BASIN AREA FOR AVERAGE OF 5-YEAR PERIOD ENDING WITH 1963

(All Values in Acre Feet)
Classified According to Service Area

Plaintiff	Total Extractions in San Bernardino Basin Area	Delivery to San Bernardino Basin Area	Delivery to Colton Basin Area & Riverside Basin Area in San Bernardino County	Delivery to Areas Outside San Bernardino Valley
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	53,448	1462	1260	50,726
Riverside High-Land Water Company	4,399	0	2509	1,890
Agua Mansa Water Company, and Meeks & Daley Water Company	8,026	0	326	7,700
The Regents of the University of California	581	0	0	581
Total	66,454	1,462	4,095	60,897

APPENDIX B
TABLE B-2

PLAINTIFFS' PERCENTAGES OF BASE RIGHT TO TOTAL PRODUCTION FROM SAN BERNARDINO VALLEY BASIN AREA,
231,861 Acre Feet Annually,
For 5-Year Average Ending With 1963
Classified According to Service Area

Plaintiff	Delivery to San Bernardino Basin Area	Delivery to Colton Basin Area & Riverside Basin Area in San Bernardino County	Delivery to Areas Outside San Bernardino Valley
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	.630	.543	21,878
Riverside Highland Water Company		1,082	0.815
Aqua Mansa Water Company, and Meeks & Daley Water Company		.141	3.321
The Regents of the University of California			0.250
Total	.630	1.766	26.264

APPENDIX C
TABLE C-1

EXTRACTIONS FOR USE WITHIN WESTERN
FROM
THE SAN BERNARDINO BASIN AREA, COLTON BASIN AREA,
AND THE RIVERSIDE BASIN AREA
FOR USE ON LANDS THAT ARE NOT TRIBUTARY
TO THE RIVERSIDE NARROWS FOR
AVERAGE OF FIVE-YEAR PERIOD ENDING IN 1963

Extractor	Five-Year Average Ac. Ft.
City of Riverside, including Irrigation Division water extracted by Gage Canal Co. and former Riverside Water Co.	30,657
Meeks & Daley Water Co., Agua Mansa Water Co., and Temescal Water Co., including water received from City of Riverside	13,731
Extractions delivered by West Riverside Canal received from Twin Buttes Water Co., La Sierra Water Co., Agua Mansa Water Co., Salazar Water Co., West Riverside 350" Water Co., and Jurupa Water Co.	5,712
Rubidoux Community Services District	531
Jurupa Hills Water Co.	36
TOTAL	50,667

APPENDIX C
TABLE C-2

EXTRACTIONS FOR USE WITHIN SAN BERNARDINO COUNTY
FROM
SAN BERNARDINO BASIN AREA AND COLTON BASIN AREA
FOR USE ON LANDS NOT TRIBUTARY TO
RIVERSIDE NARROWS FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1953

(ALL VALUES IN ACRE FEET)

Entity	San Bernardino Basin Area	Colton Basin Area	Total
Fontana Union Water Co.	14,272	365	14,637
West San Bernardino County Water District	2,961	947	3,908
City of Rialto			700
TOTAL			19,245

APPENDIX D
TABLE D-1

EXTRACTIONS FROM SAN BERNARDINO BASIN AREA
FOR THE AVERAGE OF FIVE-YEAR PERIOD ENDING WITH 1963
FOR USE WITHIN SAN BERNARDINO COUNTY

(ALL VALUES IN ACRE FEET)

Basin	Five Year Avg. 1959-63
Beaumont	10,064
Big Bear	1,171
Borea Canyon	91
Bunker Hill	181,600
City Creek	337
Cook Canyon	197
Devil Canyon	3,326
Devil Creek	42
Lower Cajon	2,090
Little San Creek	15
Lytle	29,364
Mill Creek	11,084
Oak Glen	935
Plunge Creek	1,265
Santa Ana	1,790
Strawberry Creek	291
San Timoteo	2,272
Waterman Canyon	367
Yucaipa	13,837
Upper Basin Total	260,139
Less: Beaumont	
Oak Glen	
San Timoteo	27,107
Yucaipa	
Subtotal	233,032
Less Big Bear	1,171
Subtotal	231,861
Less extractions for use outside San Bernardino County	60,897
Extractions from San Bernardino for use in San Bernardino County	170,964

APPENDIX D
TABLE D-2

EXTRACTIONS FROM
COLTON BASIN AREA FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

Extractor	Place of Use		Total
	San Bernardino Co.	Riverside Co.	
San Bernardino County Entities	8,480	0	8,480
Riverside County Entities	147	3,349	3,496
TOTAL EXTRACTIONS	8,627	3,349	11,976

APPENDIX D
TABLE D-3

EXTRACTIONS FROM
RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY
FOR AVERAGE FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

Extractor	Place of Use		Total
	San Bernardino Co.	Riverside Co.	
San Bernardino County Entities	9,582	0	9,582
Riverside County Entities	3,929	20,191	24,120
TOTAL EXTRACTIONS	13,511	20,191	33,702

APPENDIX D
TABLE D-4

EXTRACTIONS FROM
SAN BERNARDINO BASIN AREA, COLTON BASIN AREA
AND RIVERSIDE BASIN AREA USED WITHIN
RIVERSIDE COUNTY FOR THE AVERAGE
FIVE-YEAR PERIOD ENDING WITH 1963

(ALL VALUES IN ACRE FEET)

Basin	Five-Year Average
San Bernardino Basin Area	60,897
Colton Basin Area	3,349
Riverside Basin Area in San Bernardino County	20,191
Riverside Basin Area in Riverside County	30,044
TOTAL	114,481

APPENDIX D
TABLE D-5

IRRIGATED ACREAGE IN RIVERSIDE BASIN AREA IN RIVERSIDE COUNTY PRESENTLY TRIBUTARY TO RIVERSIDE NARROWS WHICH UPON CONVERSION TO URBAN USES REQUIRING SEWAGE DISPOSAL THROUGH THE RIVERSIDE TREATMENT PLANT WILL BE DISCHARGED TO THE RIVER BELOW RIVERSIDE NARROWS

Entity Serving Acreage	Acres
Gage Canal	1,752
Alta Mesa Water Co.	65
East Riverside Water Co.	926
Riverside Highland Water Company	1,173
TOTAL	3,916

ORDER APPOINTING WATERMASTER

BEST, BEST & KRIEGER
ATTORNEYS AT LAW
4200 ORANGE STREET
POST OFFICE BOX 1028,
RIVERSIDE, CALIFORNIA 92502
TELEPHONE 686-1450
AREA CODE 714

FILED
RIVERSIDE COUNTY
MAY 20 1969
DONALD D. SULLIVAN, Clerk
By _____ Deputy

Attorneys for Western Municipal Water District of Riverside County

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, et al., Plaintiffs, -vs- EAST SAN BERNARDINO COUNTY WATER DISTRICT, et al., Defendants.	No. 78426 ORDER APPOINTING WATERMASTER.

Paragraph XIII(b) of the Judgment in this case having provided for the appointment of a Watermaster, consisting of a Committee composed of two persons, one to be nominated by the San Bernardino Valley Municipal Water District and one to be nominated by Western Municipal Water District of Riverside County; and

Such Districts having made the following nominations in accordance with such provision:

San Bernardino Valley Municipal Water District	Clinton Henning 926 J Building Sacramento, California 95814
Western Municipal Water District of Riverside County	Albert A. Webb 3788 McCray Riverside, California 92502

And good cause appearing therefor:

IT IS HEREBY ORDERED that Clinton Henning and Albert A. Webb be appointed as the representatives to the Watermaster Committee, to serve at the pleasure of and until further order of this Court, for the purpose of exercising the powers and duties of the Watermaster provided in this Judgment.

Dated: This 8th day of May, 1969.

JUDGE OF THE SUPERIOR COURT

ESBCWD STIPULATION AS TO

ACCEPTANCE OF JUDGMENT

Law Offices of
SHERWOOD & DENSLOW GREEN
219 South D Street
Madera, California 93637
Telephone: (209) 674-5656

Attorneys for Defendant
East San Bernardino County
Water District.

FILED
[illegible] COUNTY
'69 APR 23 PM 3 16
[illegible] CLERK
BY [illegible] DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, A municipal water district; CITY OF RIVERSIDE, a municipal corporation; THE GAGE CANAL COMPANY, a corporation; AGUA MANSA WATER COMPANY, a corporation, MEEKS & DALEY WATER COMPANY, a corporation; RIVERSIDE HIGHLAND WATER COMPANY, a corporation, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, Plaintiffs, vs. (a) EAST SAN BERNARDINO COUNTY WATER DISTRICT, et al., Defendants.	NO. 7842~~4726~~ STIPULATION AS TO ACCEPTANCE OF JUDGMENT.

Defendant, EAST SAN BERNARDINO COUNTY WATER DISTRICT, does hereby stipulate with plaintiffs and defendant, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, that defendant, EAST SAN BERNARDINO COUNTY WATER DISTRICT, pursuant to Article VI (d), does hereby accept the terms of said Judgment.

Dated: April 22nd, 1969.

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district.

By Arthur L. Lockworth

LAW OFFICE OF
SHERWOOD &
DENSLOW GREEN
219 SOUTH D STREET
MADERA, CALIF. 93637
674-5656

CITY OF RIVERSIDE, a municipal corporation.

By _____

CITY OF RIVERSIDE SUCCESSOR TO THE GAGE CANAL COMPANY, a corporation.

By _____

AGUA MANSA WATER COMPANY, a corporation.

By _____

MEEKS & DALEY WATER COMPANY, a corporation.

By _____

RIVERSIDE HIGHLAND WATER COMPANY a corporation.

By _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.

By _____

"Plaintiffs"

EAST SAN BERNARDINO COUNTY WATER DISTRICT

By _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____

"Defendants"

LAW OFFICE OF
SHERWOOD & DENSLOW GREEN
219 SOUTH D STREET
MADERA, CALIF. 93637
674-5656

ORDER AMENDING THE JUDGMENT TO CLARIFY THE REPLENISHMENT OBLIGATIONS OF THE PARTIES

the motion is to clarify the provisions of the judgment with respect to the computation of the replenishment obligations and credits of the parties to more accurately reflect the intent of the parties and to provide the Watermaster with a clear basis for recomputing, from calendar year 1971, the replenishment obligations and credits of the parties without any duplicate replenishment obligations. James W. Dilworth appeared for Defendant San Bernardino Valley Municipal Water District.

Pursuant to the Court's continuing jurisdiction, and good cause having been shown,

IT IS ORDERED that the motion be granted and that the Judgment herein be amended in the following respects:

First: Section 3 is added to subdivision (c) of Paragraph VI of the judgment (page 14, after line 17) to read as follows:

"3. In determining, for this subdivision (c), the amount of extractions in any period, the extractions for which San Bernardino Valley is obligated to provide replenishment under Paragraph X shall not be considered."

Second: The portion of Paragraph X of the judgment which follows the first sentence is revised to read as follows:

"Western shall be obligated to provide replenishment at or above Riverside Narrows to offset loss of return flow related to any increase over such exports by Western or entities within it from such areas for use within areas not tributary to Riverside Narrows. San Bernardino Valley shall be obligated to provide rpelenishment for any increase over the exports from the San Bernardino

Basin Area for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of Appendix "C," such amounts being subject to correction by the Watermaster, or for any exports from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins. San Bernardino Valley shall also be obligated to provide replenishment in the Colton or Riverside Basin, as the case may be, to offset loss of return flow related to any increase over the exports therefrom within San Bernardino Valley for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of Appendix "C," such amounts being subject to correction by the Watermaster. Against its replenishment obligation to offset loss of return flow related to any increase in the exports from the Colton Basin Area or Riverside Basin Area within San Bernardino Valley, San Bernardino Valley shall receive credit for that portion of direct delivered water which originated outside that Basin and which returns to the ground water of that Basin."

Third: The first line of subparagraph (b) of Paragraph XI of the judgment is revised to delete the word "its" and replace it with the words "any future."

Dated: FEB 28 1992

E MICHAEL KAISER

E MICHAEL KAISER

JUDGE OF THE SUPERIOR COURT