CUCAMONGA COUNTY WATER DISTRICT

9641 SAN BERNARDINO RD. • CUCAMONGA, CALIF. 91730 • P.O. BIN 638 • 987-2591

VICTOR A. CHERBAK, JR., *President*

Vice-President
FRANK LESINSKY

Secretary, General Manager
LLOYD W. MICHAEL

Directors
CHARLES T. VATH
EARLE R. ANDERSON
ROBERT NESBIT

February 11, 1981

Mr. Adolph Moskovitz
555 Capital Mall
Suite 900
Sacramento, CA 95814

Re: Cucamonga Basin

Dear Mr. Moskovitz:

Enclosed is a copy of the Stipulated Decree covering the Cucamonga Basin.

As a result of purchases over the years, our District now holds 15,351 acre feet. San Antonio Water Company controls 6,500 acre feet, Upland Water Company controls 750 acre feet, and Western Fruit Growers controls 120 acre feet. However, I doubt that Western's will ever be used.

We have always felt that the Basin was over stipulated, and that the actual safe yield would be in the area of 15,000 to 16,000 acre feet. The Basin is msall and reacts quickly to precipitation, and long seasonal pumping.

If you have any further questions, please call me.

Yours truly,

CUCAMONGA COUNTY WATER DISTRICT

Lloyd W. Michael
General Manager

LWM:j
enclosure

Recorded April 29,1958
Book 4495, page 381,
San Bernardino County
Official Records

WALKER, WRIGHT, TYLER & WARD
210 West 7th Street, Suite 631
Los Angeles 14, California
TRinity 8936

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

SAN ANTONIO WATER COMPANY, a corporation,

Plaintiff,

-vs-

FOOTHILL IRRIGATION COMPANY, a corporation; SUNSET WATER COMPANY, a corporation; IOAMOSA WATER COMPANY, a corporation; and OLD SETTLERS WATER COMPANY, a corporation; ALTA LOMA MUTUAL WATER COMPANY, a corporation; ARMSTRONG NURSERIES, a corporation; BANYAN HEIGHTS WATER COMPANY, a corporation; CARNELIAN WATER COMPANY, a corporation; CITRUS WATER COMPANY, a corporation; CUCAMONGA DEVELOPMENT COMPANY, a corporation; CUCAMONGA WATER COMPANY, a corporation; HEDGES WELL COMPANY, a corporation; HELLMAN WATER COMPANY, a corporation; HERMOSA WATER COMPANY, a corporation; JOYA MUTUAL WATER COMPANY, a corporation; REX MUTUAL WATER COMPANY, a corporation; SAPPHIRE MUTUAL WATER COMPANY, a corporation; CHARLES SNYDER; UPLAND WATER COMPANY, a corporation; HENRY G. BODKIN and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Executors of the last will of Giovanni Vai, deceased; WESTERN FRUIT GROWERS, a corporation; HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a partnership composed of Arthur Bridge, Helen Bridge, and Grace W. Burt; JOHN DOE ONE to THIRTY inclusive, MARY ROE ONE to THIRTY inclusive, JOHN DOE COMPANY ONE to TWENTY inclusive,

Defendants.

No. 92645

D E C R E E

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WHEREAS, there has been filed in the above entitled action, a Stipulation for Judgment duly executed by and on the part of each and all of the following named parties to said action (who are collectively hereinafter referred to as the "stipulating parties"), to wit:

San Antonio Water Company, a corporation;
Foothill Irrigation Company, a corporation;
Ioamosa Water Company, a corporation;
Old Settlers Water Company, a corporation;
Sunset Water Company, a corporation;
Cucamonga Water Company, a corporation;
Alta Loma Mutual Water Company, a corporation;
Armstrong Nurseries, a corporation;
Banyan Heights Water Company, a corporation;
Carnelian Water Company, a corporation;
Citrus Water Company, a corporation;
Hedges Well Company, a corporation;
Hellman Water Company, a corporation;
Hermosa Water Company, a corporation;
Joya Mutual Water Company, a corporation;
Upland Water Company, a corporation;
Western Fruit Growers, a corporation;
Cucamonga Development Company, a corporation;
Sapphire Mutual Water Company, a corporation;
Charles Snyder;
Hugh P. Crawford;
Bank of America National Trust and Savings Association, a national banking association, and Henry G. Bodkin, as executors of the last Will of Giovanni Vai, deceased;
G. N. Hamilton Ranch, a partnership composed of Arthur Bridge, Helen Bridge, Grace W. Burt;

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and Rex Mutual Water Company.

and,

WHEREAS, the Court has heard and considered evidence on the part of various of the stipulating parties,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by this Court that:

FIRST: As used herein, the terms listed below shall have the respective meanings next following them, viz:

(a) "Cucamonga Basin" or "Basin" shall mean that certain territory in the County of San Bernardino, State of California, which is more particularly described upon Exhibit 1, and shall also include all percolating water and underground water and water sources underlying said territory;

(b) "Imported water" shall mean water derived from a stream flow in an area outside of any water shed draining into the Cucamonga Basin. Specifically, water derived from San Antonio Canyon and/or Creek is "imported water".

(c) "Irrigation season" shall mean that portion of each year when irrigating is required by the users of the water sold by the Plaintiffs and Defendants hereto. While this period varies considerably from year to year, the irrigating season generally commences during any month in which the rainfall does not exceed two inches, and the season generally terminates after the first rainfall of two inches or more. The season usually approximates the period from May 1st to November 1st.

"Spreading season" is the balance of each year remaining after deducting the irrigation season for such year, and is usually approximately the period from November 1st of one year to May 1st of the succeeding year.

"Spread" with respect to water shall mean to conduct the same upon and sink the same into the gravels of Cucamonga Basin during a spreading season.

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(d) "Aggregate stipulated water" means the total number of acre feet of water set opposite the names of all stipulating parties in Exhibit 2.

(e) "Pro-rata" means, in each case, in the same proportion as the acre feet listed opposite the name or names of the party or respective parties in question bear to the aggregate stipulated water; and the verb "pro-rate" means to divide and share pro-rata among the stipulating parties.

(f) "Allocated water" of any stipulating party or parties in each case means the number of acre feet of water set out on Exhibit 2 opposite the name or names of such party or parties.

(g) "Ten preceding years" means the period of ten consecutive calendar years which immediately precedes or has preceded the year or event mentioned.

(h) "Five-sixths of the water users" shall mean stipulating parties having in the aggregate allocated water which is not less than five-sixths of the total allocated water of all stipulating parties.

(i) An "inch" of water or a "miner's inch" of water shall mean a flow of water equal to one-fiftieth (1/50th) of a cubic foot of water per second of time.

(j) Any party hereto the corporate name of which ends with "Water Company" or "Mutual Water Company" will be hereinafter referred to without such words. Thus "San Antonio" means herein "San Antonio Water Company" and similarly with the other parties using said words "Water Company" or "Mutual Water Company".

(k) "Canyon pipeline" shall mean the pipeline (varying in size between approximately 32 inches in inside diameter and about 18 inches) which extends Southerly from a point on the channel of Cucamonga Creek at an elevation of approximately 2350 feet above sea level (herein called "Northerly intake") to the "round weir" mentioned below.

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(l) "Round weir" shall mean that certain weir of Ioamosa marked on the map Exhibit 3 as "Round Weir"and located near the top of the bluff on the East side of Cucamonga Creek and just Northerly from the Westerly prolongation of Almond Street, said weir being the point from which (a) two ten-inch water lines marked on the map Exhibit 3 as "Ioamosa 10 inch" lead Easterly to Ioamosa's Carnelian Street Reservoir (at about elevation 2030 feet above sea level on the East side of Carnelian Street between Hillside Road and Almond Street);(b) a six-inch water line marked on the map Exhibit 3 as "Hamilton 6 inch"leads Southeasterly to the Hamilton Ranch(which lies South of Hillside Road,North of Banyan Street,East of Sapphire Street and West of Carnelian Street),and,(c) an eight-inch water line marked on the map Exhibit 3 as "Banyan 8 inch" runs Southerly down Topaz Street to connect with the water system of Banyan Heights.

(m) "Reservoir Weir" means the weir of Ioamosa located at the Carnelian Street Reservoir.

(n)"Ioamosa Southerly Intake" shall mean a line extending West across the channel of Cucamonga Creek from the existing"Canyon Weir" of Ioamosa marked on the map Exhibit 3 as "Canyon Weir",which weir is located in Cucamonga Canyon,is part of the Canyon pipeline, and is situated about midway (or somewhat Northerly thereof)between the round weir and the Northerly intake mentioned above.

(o) "Schulhof pipe-line" means that certain three-inch water pipe-line marked on the map Exhibit 3 as "Schulhof 3 inch" which connects with the Canyon pipe-line Northerly of the round weir, and which is mentioned in paragraph Second(h) of that certain decree dated April 12, 1937, in action No. 29,799 (Schulhof v. Cucamonga Development Company) in the above entitled Superior Court.

(p) The water to which Ioamosa is entitled as provided in paragraph "Third" hereof is herein called "Ioamosa gravity water", or "gravity water".

(q) "An overflow year"shall mean any calendar year for which

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the water level determined as hereinafter provided in the index well is at an elevation of 1345 feet or higher above sea level.

For the purposes of determination of elevation above sea level the United States Geological Survey bench mark on Baseline (also known as 16th Street) as it exists on the date this decree is entered, on or near the north boundary of Section 4, Township 1 South, Range 7 west, and approximately four-fifths of a mile west of Vineyard Avenue, shall be deemed to be at an elevation above sea level of 1454 feet. The elevation of the water level in such index well shall be determined by measuring the elevation of such water in such well on October 1st of each year (Provided that if any such day falls on a Sunday or a holiday, measurements shall be made on the next business day). The index well shall be the well known as Shaft No. 9-A of the San Antonio Water Company located approximately 154 feet Southerly of the Northwest corner of Lot 14 of Red Hill subdivision and shown on the map Exhibit 5. Wells No. 11 of Cucamonga Water Company and 20 and 22 of the San Antonio Water Company shall not be pumped within three days before such date of measurements, and the tunnel bulkhead adjacent to Red Hills Country Club will be kept closed for a like period before such date. If for any reason Shaft 9-A shall not be available for measurement, then the index well shall be Wells No. 11 of Cucamonga Water Company or 20 or 22 of the San Antonio Water Company, in the order herein listed. If for any reason none of said wells shall be available for such measurement, the identity and location of the index well may be determined by a written stipulation executed by five-sixths of the water users and filed in said action, or in default of said stipulation by order of the said court.

Annexed to this Decree and hereby incorporated herein are the following Exhibits:

Exhibit 1: A description of the territory under which lies the "Cucamonga Basin";

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Exhibit 2: A list of the "allocated water" of each party (Other than the stream flow mentioned in paragraph "Third");

Exhibit 3: A map of "Cucamonga Pipe Lines";

Exhibit 4: A map of "Cucamonga Spreading Works";

Exhibit 5: A map of "Well and Shaft Locations";

and said exhibits are herein respectively referred to as "Exhibit 1", "Exhibit 2", "Exhibit 3", "Exhibit 4" and "Exhibit 5".

SECOND: This paragraph deals with the right and quantity of water San Antonio may annually hereafter extract from the Cucamonga Basin as reduced by its failure to previously annually spread therein the minimum amount of water hereinafter set forth, or as increased by its previously annually spreading more imported water therein than said minimum, excepting, however, in both such situations the spreading of imported water during years in which such spread causes the Basin to overflow resulting in such year constituting an overflow year, as defined in Paragraph First, subdivision (q) thereof.

For the purpose of the computation in this Paragraph Second, it shall be assumed that San Antonio has spread in each of the ten years previous to 1957, 2,000 acre feet of imported water.

With respect to each calendar year after entry of this decree each preceding ten year period shall be divided into "included" and "Excluded" years. "Excluded years" are those calendar years which are defined as overflow years in Paragraph First, subdivision (q) thereof. All other calendar years are "included years".

If in the ten preceding years San Antonio shall have spread less than 2,000 acre feet of imported water in any of the included years, as modified by the assumption above set forth, the difference between (a) The amount of imported water which shall have been so spread in such included years, and (b) The quantity of 2,000 acre feet multiplied by the number of included years, shall be known as the "ten year deficit".

Any right of San Antonio to extract water from the Cucamonga

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Basin in any calendar year after the entry of this decree shall be reduced by the number of acre feet of water equal to the ten year deficit divided by the number of included years, if any such deficit shall have occurred, so that such right to extract water for such year shall not exceed 6,500 acre feet less the ten year deficit divided by the number of included years.

Correspondingly, with respect to each calendar year after the entry of this decree, if in the ten preceding years San Antonio shall have spread more than 2,000 acre feet of imported water in any of the included years, as modified by the assumption above set forth, the difference between (a) The amount of imported water which shall have been so spread in such included years, and (b) The quantity of 2,000 acre feet multiplied by the number of included years, shall be known as the "ten year surplus".

The right of San Antonio to extract water from the Cucamonga Basin in any calendar year after the entry of this decree, shall be increased by a number of acre feet of water equal to 95 percent of the ten year surplus divided by the number of included years, if any such surplus shall have occurred, so that there shall be added for such year to San Antonio's right to extract 6,500 acre feet of water a number of acre feet of water equal to 95 percent of the ten year surplus divided by the number of included years. Provided, however, that in no case shall such increased extraction exceed 2,000 acre feet of water for any one calendar year.

So long as the water level in the index well referred to in paragraph First, subdivision (q) herein is at an elevation below 1345 feet above sea level, and in the event San Antonio has available in any one calendar year after the year 1956 more than 2,000 acre feet of imported water, and desires to sell the same, it shall, before selling such imported water to others not parties to this Decree, annually offer to sell such imported water to the other stipulating parties hereto for spreading in the Cucamonga Basin and at a price to be fixed

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between the parties by negotiation, but in any event to be not greater than the price San Antonio can obtain from others not parties of this Decree.

In the event San Antonio and the other stipulating parties hereto do not agree by October 1st to the terms for the purchase of said imported water to be sold and spread during the next succeeding spreading season, then San Antonio is thereafter free to sell such imported water to other persons not parties hereto, or at its option, it may spread such imported water in the Cucamonga Basin and by so spreading will receive the credit for water spread as provided in this paragraph Second. If the stipulating parties and San Antonio agree to the purchase from San Antonio of any imported water, and such stipulating parties, other than San Antonio, purchase said water and the same is spread in the Cucamonga Basin, then during such year no credit shall be given to San Antonio toward estimating its ten year surplus or deficit for the amount of water so purchased and spread.

THIRD: Ioamosa and Hamilton Ranch, a partnership composed of Arthur Bridge, Helen Bridge and Grace W. Burt, are the owners of the paramount right to take and divert throughout each year at or Northerly from the Ioamosa Southerly intake all surface and subsurface flow of Cucamonga Creek, not exceeding however two hundred fifty (250) miner's inches of water, (measured at the round weir and the intake to the Schulhof pipeline), including any water which shall be supplied to the Schulhof pipeline under the terms of said decree in action No. 29,799 or otherwise. The right to said flow of Cucamonga Creek up to 250 miner's inches per year is subject to an obligation of Hamilton Ranch and Ioamosa to deliver water into the Schulhof pipeline, and the balance of said water is owned by Hamilton Ranch and Ioamosa in the following proportions:

(a) Hamilton Ranch 128/1200ths thereof;

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(b) Ioamosa 1072/1200ths thereof, subject to the right of Sapphire to the extent of one (1) inch from the weir box on Ioamosa's pipeline located approximately 1200 feet East of the "round weir".

The rights of Ioamosa to the Ioamosa gravity water are subject to the provisions hereof. Ioamosa may transport such gravity water to any location or locations whether within or without the basin, and use or deliver such water at any such location or location, provided, however, if any of the Ioamosa gravity water is used or conducted outside the Basin in any year, then the quantity of water which Ioamosa shall be entitled to develop or extract from the Basin by Paragraph Fourth and Exhibit 2 herein during the next succeeding year shall be reduced by an amount equal to the quantity of Ioamosa gravity water so used or conducted outside the Basin during such year.

The stipulating parties hereto shall within sixty (60) days after the date of this judgment, at their proportionate expense, construct in a manner which shall have been approved by San Antonio Water Company or by the above entitled Court a dividing weir located where Ioamosa now maintains the "round weir". Such dividing weir shall be so constructed that it will automatically limit to 249 inches the amount of water that will flow into the above mentioned four outgoing lines that are now connected with the round weir and are referred to in paragraph First (1) herein.

Within sixty (60) days after the date of this judgment the stipulating parties hereto shall also construct in a manner which shall have been approved by San Antonio Water Company or by the above entitled Court a dividing weir at the said Carnelian Street reservoir. The dividing weir at this point shall be so constructed as to permit Ioamosa to divert fifty inches of such Ioamosa gravity water to domestic use.

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During each spreading season, the remaining amount of Ioamosa gravity water over and above fifty (50) inches, shall be either:

(a) Used for irrigation purposes over Cucamonga Basin; or,

(b) Spread over Cucamonga Basin in the spreading grounds of Ioamosa or Banyan Heights Water Company; or

(c) Returned by Ioamosa to the channel of Cucamonga Creek.

During each spreading season all of the flow of Cucamonga Creek in excess of such 250 inches after passing through the debris basins numbered C1 to C12 inclusive on Exhibit 4 shall be spread in spreading grounds which now exist, or are now under construction, or which are proposed, as shown on Exhibit 4, including the channel or wash of Cucamonga Creek, and which overlie the Cucamonga Basin and are North of Baseline Road. Whenever such spreading grounds are all overflowing, or would overflow, the waters which do or would so overflow may be spread in the "15th St. Spreading Grounds" as shown on said map, and when the "15th St. Spreading Grounds" also do or would overflow, the waters which do or would so overflow the "15th St. Spreading Grounds" may be spread in what is known as the "8th Street Spreading Grounds", all as shown on Exhibit 4, even though all or part of such spreading grounds do not overlie the Cucamonga Basin.

Such spreading shall be done at one or more locations in said spreading grounds which shall be approved by San Antonio.

Such flow of Cucamonga Creek may be spread at other locations than above provided, and outside the area above described upon the written consent of 5/6th of the water users, as defined in paragraph First subdivision (k) of this Decree.

If any costs are incurred in such spreading by any party hereto, for which such party would not otherwise be reimbursed, such costs shall be pro-rated between the parties hereto.

FOURTH: The rights of all stipulating parties to take water from Cucamonga Basin, subject to the adjustments set forth in this decree and to the provisions of paragraphs Second and Third above,

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are hereby fixed at the quantities set forth in Exhibit 2. Such rights are correlative, and except as to quantity or as herein otherwise stated are equal. No stipulating party shall have any right to export water from the Cucamonga Basin or use water extracted from the Cucamonga Basin at any place other than over the Cucamonga Basin except as provided in paragraph Third and as follows:

(a) The following stipulating parties, or any of them, may use water which they are entitled to extract from Cucamonga Basin in any location whatsoever, namely, San Antonio, Cucamonga, Upland, Old Settlers, and Sunset.

(b) Hermosa, Foothill Irrigation Company and Alta Loma are entitled to export water from Cucamonga Basin only to the extent hereinafter set forth, and none of said parties shall ever export from the Basin more water than said "Export quantity" herein listed for it, to wit:

Party	Export Quantity
HERMOSA	343 Acre Feet
FOOTHILL IRRIGATION COMPANY	483 Acre Feet
ALTA LOMA	51 Acre Feet

and if in any year water used outside the basin which has been extracted or developed from the basin by any of said parties exceeds the "Export Quantity" above listed for such party, the quantity of water which such party shall be entitled to develop or extract from the basin in the ensuing year shall be reduced by an amount equal to such excess.

FIFTH: Within sixty (60) days after the date of this judgment, San Antonio shall, in the event it has not already done so, install, at the following locations, suitable recording and measuring devises, by means of which all spread water passing through such devices may be accurately measured and the quantity of such water recorded. Said locations are as follows:

(1) On 23rd Street at the Northeast corner of Ontario

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Colony Lot No. 170

(2) On 20th Street at the Northwest corner of Ontario Colony Lot No. 282; and

(3) On the West line of Ontario Colony Lot No. 301, 400 feet North of 19th Street.

Such measuring and recording devices shall be of such design and construction as may be agreed upon by and between San Antonio and Cucamonga, or, if they fail to agree, as may be designated by the Chief Engineer of the San Bernardino County Flood Control District, or by the above entitled Court.

All imported water which is to be spread upon Cucamonga Basin, whether spread by San Antonio to earn its entitlement under paragraph Second hereof, or is spread after the purchase thereof by the parties hereto other than San Antonio, shall be conducted through said recording and measuring devices by San Antonio, unless otherwise agreed in writing by the stipulating parties, including San Antonio, having allocated water equal to at least five-sixths (5/6ths) of the aggregate stipulated water, and no water not so conducted through such devices and measured shall be counted as water spread under the terms of such paragraph Second, unless so agreed in writing by such parties.

Said devices shall be designed and operated so that they continuously record the amount of water passing therethrough between the start and finish of each spreading season. In case of failure of measuring devices, average of the preceding and succeeding measurements shall be used. Such records shall be open to the inspection of all other stipulating parties on reasonable notice.

Each stipulating party shall have the right to inspect such recording and measuring devices at any time, and, in the event that the same shall ever be locked, each of the stipulating parties shall be furnished by San Antonio with a key thereto so as to permit inspection thereof. Further, San Antonio shall grant to the other stipulating parties hereto, insofar as it can do so without being

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required to obtain the same from others, a non-exclusive right of ingress and egress from the nearest public street to said recording measuring devices. The stipulating parties hereto shall pro-rate the expense of the original installation of said recording measuring devices, and San Antonio shall thereafter operate and maintain and bear the expense of operating and maintaining such devices.

SIXTH: As between the stipulating parties only, no extraction of water from Cucamonga Basin by any party in excess of the amount herein provided to be taken by such party, shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating party the right to plead any statute of limitations or laches with respect to any extraction of water by such party in excess of such amount.

SEVENTH: Except as provided in paragraph Second, if any stipulating party in any year shall fail to take or receive from the basin or transport beyond the confines of the basin, the full quantity of water which such party is entitled hereunder to take or receive or transport beyond said confines, as the case may be, such failure shall not entitle such party to take or receive or so transport from the basin in any succeeding year any greater quantity of water than if in each prior year such party had taken, received and so transported from the basin all water which such party was entitled hereunder to so take, receive and transport, and, subject to the provisions of Paragraph Fifteen, such failure shall not affect the rights of other parties to the decree to take the stipulated amounts of water they are entitled to receive by Exhibit 2 herein.

Likewise, except as provided in said paragraph Second, as between the stipulating parties, no right adjudged hereunder of any party to thereafter take water from the Basin or to thereafter transport such water beyond the confines of the Basin shall be lost, impaired or diminished by any failure to take or so transport from the Basin all or any of the water to which such party is entitled hereunder unless and only to the entent that for a period of at least fifteen

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consecutive years such right shall not be exercised.

EIGHTH: Each stipulating party shall always maintain records of all extractions of water from the Basin by such party such that it can be determined therefrom for each year what quantity of water was taken from each well, or combination of wells, or other water source within the Basin from which such party received water.

Upon written demand of any other stipulating party, the party keeping such records shall, within 30 days after receipt of such demand, supply to the party making such demand or to the person designated by such party in such demand a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells, or other source, for each year after 1957, with respect to which no such statement has previously been supplied.

Within six months hereafter as to existing wells, or upon commencement of operation as to wells first hereafter operated, each such well or combination of wells shall be so equipped with measuring devices at the expense of stipulating party who operates the same, as to show the quantity of water used or extracted.

Likewise, if any stipulating party hereafter transports water beyond the confines of the Basin, such transporting party shall thereafter maintain such measuring box, meter, weir, or other measuring device as will show readily and accurately the quantity of water at the time being transported beyond the confines of the Basin. Measurements of the quantity of water being taken at each of said points shall be made by such transporting party at least daily by weir or weekly by meter throughout the entire period water is being taken at such point. A record of such measurements and hours of operation shall always be made and maintained by such party. In case of failure of measuring device, average of the preceding and succeeding measurements shall be used.

Each stipulating party and any agent of any such party shall at all reasonable hours be entitled to inspect all such meters, boxes,

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weirs and other measuring devices, and to inspect, check, and copy any record of extractions and measurements and of all data and computations pertaining to the same in the possession or under the control of any other stipulating party or parties.

NINTH: Every provision of this Judgment in favor of or applying to any party hereto shall also apply to and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

TENTH: The maximum quantity of water which any stipulating party shall be entitled to take from the Basin or transport beyond its confines shall not be increased or affected by the future acquisition by such party of additional lands, unless there shall be appurtenant to such lands rights to take water, which rights are in this action adjudged to exist.

Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing, or from purchasing or otherwise acquiring, any rights to water or to transport the same which may be adjudged to belong to any party to this action; but any such rights so acquired or so disposed shall remain subject to any limitations or restrictions herein expressed. Any transfer of the rights of any party herein shall be in writing, and notice thereof shall be given to San Antonio Water Company and Cucamonga Basin Protective Association, a corporation, whose address is Cucamonga, California, before the transferee may exercise such transferred rights.

ELEVENTH: The stipulating parties shall pro-rate the expense incurred after the date of this Judgment in prosecuting this action to Judgment against any other parties to this action.

The stipulating parties will unite in opposing any new, wrongful or unlawful taking of water from the Basin hereafter made by any person or corporation other than a stipulating party or parties, and will prorate the expense of making such opposition, including any litigation or engineering expense, provided that;

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(a) The term "new taking" shall not include any water development in the Basin hereafter made for the sole purpose of maintaining but not increasing any quantity of water now being taken from the Basin by the person who may hereafter make such development.

(b) If any stipulating party does not join in prosecuting any future suit to prevent, enjoin or limit any such new, wrongful or unlawful taking, such stipulating party not so joining shall bear pro-rata the expense of such suit (including attorney's fees and engineering expense) only if final judgment is rendered in such suit preventing, enjoining or limiting such taking.

TWELFTH: Each stipulating party, and the agents and employees of each such party, is and are hereby perpetually enjoined and restrained from doing any act or thing in violation of any provision of this judgment, other than paragraph Eleventh hereof.

THIRTEENTH: No stipulating party shall be entitled to recover court costs from any other stipulating party.

FOURTEENTH: The above entitled action shall continue and may be prosecuted and tried against all defendants therein, other than the stipulating parties; and the stipulating parties shall share the expense of such prosecution pro-rata. The Court will retain jurisdiction to enter modifications of this decree pursuant to stipulations provided for hereunder.

FIFTEENTH: In the event that through inadequacy of the supply of water in the Cucamonga Basin, or by reason of adjudication in any subsequent action, the stipulating parties in the aggregate shall be unable to pump and extract from the Cucamonga Basin a quantity of water so great as the aggregate stipulated water as is set forth in Exhibit 2, the stipulating parties shall pro-rate the aggregate quantity of water available in the Basin as long as such inability shall continue.

In the event between October 1st of any year and June 15th of the succeeding calendar year, five-sixths of the water users

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shall agree in writing by a stipulation filed in said action that the supply of water in the Basin is inadequate to safely permit the stipulating parties to pump in such ensuing year the aggregate stipulated water and that the amount of water to be pumped by each stipulating party shall for such succeeding calendar year be limited to a specified percentage (uniform for all)of the allocated water, then for such succeeding calendar year, each stipulating party is hereby enjoined and restrained from pumping or extracting from the Basin more than such percentage of allocated water of such party (subject to the provisions of paragraphs Second and Third hereof).

SIXTEENTH: The listing upon Exhibit 2 of any number of acre feet for any party to this action other than a stipulating party, shall not be deemed an admission by any stipulating party that a non-stipulating party is entitled to any water whatsoever from Cucamonga Basin, nor as to the quantity which such non-stipulating party may take from said Basin, if any, but each such figure for any non-stipulating party is listed as a matter of convenience and as a possible basis of compromise only.

SEVENTEENTH: This judgment supersedes and controls all previous agreements and decrees between the stipulating parties,or any of them but only insofar as they are inconsistent herewith.

Done in open Court this 25 day of April ,1958.

CARL B. HILLIARD

Judge

SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

EXHIBIT 1

TERRITORY UNDER WHICH LIES THE "CUCAMONGA BASIN"

That certain territory in the County of San Bernardino, State of California, which is situated to the South of the Sierra Madre range of mountains and is bounded and described as follows, to wit:

> Beginning at the base of the hereinbefore mentioned Sierra Madre Mountains at a point situate 9000 feet due North of the Southwest corner of Lot 241, said lot being delineated on Map of Ontario Colony Lands, recorded in the Office of the County Recorder of said County in Book 11 of Maps, at page 6 thereof; thence running South to said Southwest corner of said Lot 241; thence running in a general Southeasterly direction to the Southeast corner of Lot 419, said lot being also delineated on said Map of said Ontario Colony Lands; thence continuing in a general Southeasterly direction to a point situate thirteen hundred feet North of the South line and thirteen hundred feet East of the West line of Section 4, Township 1 South, Range 7 West, S. B. B. & M., thence running in a general Easterly direction to a point situate on the East line of said Section 4, eighteen hundred feet North of the Southeast corner of said Section 4; thence running in a general Northeasterly direction to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, Township 1 South, Range 7 West, S. B. B. & M., thence running Northeasterly to a point situate on the North line of Section 2, Township 1 South, Range 7 West, S. B. B. & M., fourteen hundred feet East of the West line of said Section 2; thence running in a general Northeasterly direction to the base of said mountains, to a point where the division line between ranges six and seven, S. B. B. & M. intersects the South base of said mountains; thence following the meandering line of the South base of said mountains, being curved northerly for canyons and southerly for ridges, in a westerly direction to the place of beginning.

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EXHIBIT 2

STIPULATED WATER

NAME		ACRE FEET PER YEAR
San Antonio Water Company	6500	6500
Alta Loma Mutual Water Company	571	600
Armstrong Nurseries		200
Banyan Heights Water Company		625
Carnelian Water Company		600
Citrus Water Company		450
Cucamonga Water Company	6500	6500
Cucamonga Development Company (included under Ioamosa)		None
Foothill Irrigation Company	483	1600
Hedges Well Company		732
Hellman Water Company (included under Ioamosa)		None
Hermosa Water Company	343	600
Ioamosa Water Company		920
Joya Mutual Water Company		390
Old Settlers Water Company	400	400
Rex Mutual Water Company		600
Charles Snyder		114
Sunset Water Company	400	400
Upland Water Company	750	750
Heirs and Devisees of Giovanni Vai, deceased		500
Hugh P. Crawford		120
Western Fruit Growers		120
Sapphire Mutual Water Company		None
G. N. Hamilton Ranch, a partnership		None
AGGREGATE STIPULATED WATER		22,721

SUMNER & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

EXHIBIT 2

114
15,351

WALKER, WRIGHT, TYLER & WARD
210 W. 7th Street, Suite 631
Los Angeles, 14, California,
TRinity 8936

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

SAN ANTONIO WATER COMPANY, a corporation, Plaintiff, vs. FOOTHILL IRRIGATION COMPANY, a corporation; SUNSET WATER COMPANY, a corporation; IOAMOSA WATER COMPANY, a corporation; and OLD SETTLERS WATER COMPANY, a corporation; ALTA LOMA MUTUAL WATER COMPANY, a corporation; ARMSTRONG NURSERIES, a corporation; BANYAN HEIGHTS WATER COMPANY, a corporation; CARNELIAN WATER COMPANY, a corporation; CITRUS WATER COMPANY, a corporation; CUCAMONGA DEVELOPMENT COMPANY, a corporation; CUCAMONGA WATER COMPANY, a corporation; HEDGES WELL COMPANY, a corporation; HELLMAN WATER COMPANY, a corporation; HERMOSA WATER COMPANY, a corporation; JOYA MUTUAL WATER COMPANY, a corporation; REX MUTUAL WATER COMPANY, a corporation; SAPPHIRE MUTUAL WATER COMPANY, a corporation; CHARLES SNYDER; UPLAND WATER COMPANY, a corporation; HENRY G. BODKIN and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Executors of the last will of Giovanni Vai, deceased; WESTERN FRUIT GROWERS, a corporation; HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a partnership composed of Arthur Bridge, Helen Bridge, and Grace W. Burt; JOHN DOE ONE to THIRTY, inclusive, MARY ROE ONE to THIRTY inclusive, JOHN DOE COMPANY ONE TO TWENTY inclusive, Defendants.	No. STIPULATION REGARDING TRIAL AND JUDGMENT

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff San Antonio Water Company and the undersigned defendants (said plaintiff and defendants being herein called "Stipulating parties")

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SAN BERNARDINO, CALIFORNIA

that:

FIRST: Each of the undersigned defendants hereby appears in the above entitled action. The allegations of the complaint on file in said action shall be deemed denied by the undersigned defendants, and they shall be and are deemed to have alleged in said action that they own such rights to the waters of Cucamonga Creek and of Cucamonga Basin (mentioned in said judgment) as may be supported by any evidence which may be introduced at the trial of said action.

SECOND: At any time after the filing of this stipulation said action may be tried as between the stipulating parties. Said trial may be held without notice if the undersigned counsel for the stipulating parties are present or represented at said trial, and in such case notice of said trial is hereby waived.

THIRD: The stipulating parties consent that a Decree in the form which precedes and is attached to this stipulation may be rendered and entered by the Court in said action, in the event the Court finds such judgment proper under the evidence which shall have been introduced.

FOURTH: The stipulating parties hereby waive the signing or filing of any Findings of Fact in said action in the event a decree in said form is to be rendered.

Dated: ~~November~~ April 25th, 1958.

SAN ANTONIO WATER COMPANY

BY F. C. Buffington President

AND C. D. Adams Secretary

WALKER, WRIGHT, TYLER and WARD

BY [signature]
Attorneys for Plaintiff

FOOTHILL IRRIGATION COMPANY

BY Norman Hixson V. President

AND Frank U. Van Tilet Secretary

SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

IOAMOSA WATER COMPANY

BY _____ President

AND _____ Secretary

OLD SETTLERS WATER COMPANY

BY _____ President

AND _____ Secretary

SUNSET WATER COMPANY

BY _____ President

AND _____ Secretary

CUCAMONGA WATER COMPANY

BY _____ President

AND _____ Secretary

ALTA LOMA MUTUAL WATER COMPANY

BY _____ President

AND _____ Secretary

ARMSTRONG NURSERIES, INC

BY _____ President

AND _____ Secretary

BANYAN HEIGHTS WATER COMPANY

BY _____ President

AND _____ Secretary

CARNELIAN WATER COMPANY

BY _____ President

AND _____ Secretary

CITRUS WATER COMPANY

BY _____ President

AND _____ Secretary

BURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

HEDGES WELL COMPANY,

BY _____ President

AND _____ Secretary

HELLMAN WATER COMPANY

BY _____ President

AND _____ Secretary

HERMOSA WATER COMPANY

BY _____ President

AND _____ Secretary

JOYA MUTUAL WATER COMPANY

BY _____ President

AND _____ Secretary

UPLAND WATER COMPANY

BY _____ President

AND _____ Secretary

WESTERN FRUIT GROWERS

BY _____ President

AND _____ Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY _____ President

AND _____ Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY _____ President

AND _____ Secretary

_____
(Charles Snyder)

_____
(Hugh P. Crawford)

GURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

HENRY G. BODKIN and
BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
As Executors of the Last Will of
Giovanni Vai, deceased;

BY _____
ASSISTANT TRUST OFFICER

AND _____
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY _____
(Arthur Bridge)

BY _____
(Helen Bridge)

BY _____
(Grace W. Burt)

Partners

REX MUTUAL WATER COMPANY

BY _____ President

AND _____ Secretary

SURR & HELLYER

BY _____
Attorneys for Ioamosa, Cucamonga, Banyan Heights, Joya Mutual, Rex Mutual, and Sapphire Water Companies, and for Hedges Well Company and Cucamonga Development Company.

SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA