

## Appendix D

---

Warren Valley Judgment Text (*included on CD-ROM*)

ORIGINAL FILED

SEP 16 1977

V. DENNIS WARDLE  
COUNTY CLERK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

HI-DESERT COUNTY WATER )  
DISTRICT, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
YUCCA WATER COMPANY, LTD., )  
et al., )  
 )  
Defendants. )

No. 172103  
JUDGMENT

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on July 1, 1976, seeking an adjudication of all or substantially all water rights within Warren Valley Basin. All defendants have appeared herein by stipulation, except for those defendants who have been dismissed. This Court has jurisdiction of the subject matter of this action and of the parties.

2. Stipulation for Judgment. A stipulation for judgment was filed on August 26, 1977, executed by all of the parties.

3. Findings and Conclusions. Trial was had on September 7, 1977, and findings of fact and conclusions of law have been entered.

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

3           "A" -- "General Location Map of Warren Valley Basin"  
4 showing relevant geographic, hydrologic and geologic  
5 features.

6           5. Definitions. As used in this Judgment, the following  
7 terms shall have the following meanings:

8           (a) Annual or Year -- A calendar year, unless the  
9 context shall clearly indicate a contrary meaning.

10           (b) Blue Skies -- Blue Skies Country Club.

11           (c) District -- Hi-Desert County Water District.

12           (d) Ground Water -- Water beneath the surface of the  
13 ground and within the zone of saturation, i.e., below the  
14 existing water table.

15           (e) Ground Water Basin -- An area underlain by one or  
16 more permeable formations capable of furnishing substantial  
17 water storage.

18           (f) Institute -- The Institute of Mentalphysics.

19           (g) Minimal Pumper -- Any pumper whose right and pro-  
20 duction do not exceed one acre-foot per year.

21           (h) Native Safe Yield -- The long-term average annual  
22 net native supply of water to the Basin under cultural  
23 conditions of a particular year.

24           (i) Overdraft -- A condition wherein the total annual  
25 production from the Basin exceeds the native safe yield  
26 thereof.

27           (j) Produce or Producing -- The extraction of ground  
28 water by pumping or any other method.

1 (k) Producer -- Any person who extracts water from  
2 Warren Valley Basin.

3 (l) Production -- Annual quantity of water produced  
4 by a producer, stated in acre feet.

5 (m) Supplemental Water -- Water imported from outside  
6 the watershed of Warren Valley Basin, and water salvaged,  
7 conserved or reclaimed from sources within the Basin.

8 (n) Utility -- Yucca Water Company, Ltd.

9 (o) Warren Valley Basin or Basin -- The ground water  
10 basin underlying the area shown as such on Exhibit "A".

11 (p) Zone of Transmission -- A subsurface area of tran-  
12 sition between two basins through which the natural under-  
13 flows drain from one basin into another.

14 II. DECLARATION

15 A. HYDROLOGIC CIRCUMSTANCES

16 6. Warren Valley Basin. Warren Valley Basin is a small  
17 desert ground water basin bounded on the north by the San  
18 Bernardino Mountains and the Pinto Mountain Fault, on the east by  
19 a zone of transition to Joshua Tree Subbasin, on the south by the  
20 Little San Bernardino Mountains and on the west by a natural  
21 topographic and ground water divide. The Basin contains a sub-  
22 stantial quantity of ground water in storage. Average annual  
23 recharge and replenishment does not exceed 200 acre feet per year  
24 from precipitation on the Basin and runoff from its limited  
25 watershed. The surface area of Warren Valley Basin is approxi-  
26 mately 6,400 acres.

27 7. Common Source of Supply. Warren Valley Basin constitutes  
28 a common source of supply of water for lands overlying said Basin.

1 With the exception of irrigation use on its golf course by Blue  
2 Skies and overlying use by Institute, all use of water from the  
3 Basin is for domestic and municipal purposes. There is no commer-  
4 cial agricultural or industrial use of water from the Basin.

5 8. Native Safe Yield and Overdraft. The native safe yield  
6 of Warren Valley Basin is approximately 200 acre feet per year.  
7 Present net consumptive use of Basin waters exceeds substantially  
8 said Native Safe Yield. The basin is, and for more than five  
9 years prior to filing of the Complaint herein has been, in a  
10 condition of overdraft. It is presently estimated that ground  
11 water supplies of the Basin are sufficient to meet the needs of  
12 the projected overlying population only until about the period  
13 1990 to 2000. Supplemental water will, accordingly, be required  
14 to meet water demands of the Basin in future years.

15 9. Prescription. The taking of water by the parties hereto  
16 has been open, notorious, continuous, hostile, adverse and under  
17 claim of right for more than five years prior to filing of the  
18 Complaint herein. Said condition of overdraft of Warren Valley  
19 Basin has been a matter of common knowledge and all parties and  
20 overlying property owners have had notice of said condition during  
21 said period of years.

22 10. Zone of Transmission. The area underlying Section 28,  
23 Township 1 North, Range 6 East, S.B.B. & M., constitutes a zone of  
24 transmission. To the extent that water production overlying said  
25 area merely intercepts the outflow from the Warren Valley Basin,  
26 such production does not have a significant effect on the ground  
27 water of the Basin. It is estimated that such outflow does not  
28 exceed 80 acre feet per year and that production within said zone

1 of transition up to 80 acre feet should be exempt from obligations,  
2 if any, to be imposed under the physical solution hereunder.

3 B. WATER RIGHTS

4 11. Overlying Rights. The following parties own lands over-  
5 lying Warren Valley Basin. By reason of production of water from  
6 the Basin during the period 1970-1975, each of said parties has  
7 preserved by self help the overlying right to produce up to the  
8 quantity of water herein set forth:

9	<u>Name</u>	<u>Overlying Right</u>	<u>Nature of Use</u>
10	Blue Skies	585 acre feet/year	Golf Course
11	Angelina Boveri	1 acre foot/year	Domestic - Minimal
12	Judith G. Buchanan	1 acre foot/year	Domestic - Minimal
13	Elmer F. Cloe	1 acre foot/year	Domestic - Minimal
14	Marjorie L. Cloe	1 acre foot/year	Domestic - Minimal
15	Alta M. Fickle	1 acre foot/year	Domestic - Minimal
16	Edward T. Fickle	1 acre foot/year	Domestic - Minimal
17	Emma L. Ford	1 acre foot/year	Domestic - Minimal
18	Raymond M. Ford	1 acre foot/year	Domestic - Minimal
19	Kate Hamilton	1 acre foot/year	Domestic - Minimal
20	Agnes Lasley	1 acre foot/year	Domestic - Minimal
21	Albert B. Machado	1 acre foot/year	Domestic - Minimal
22	Alma Nuckolls (aka		
23	Alma Katje)	1 acre foot/year	Domestic - Minimal
24	Albert Paiso	1 acre foot/year	Domestic - Minimal
25	Mary Jane Pusey	1 acre foot/year	Domestic - Minimal
26	Warren Stoker	1 acre foot/year	Domestic - Minimal
27	Patricia Tripp	1 acre foot/year	Domestic - Minimal
28	-----		

1 (a) Self Help. By reason of the prescriptive circum-  
2 stances found in Paragraph 9 hereof, said overlying rights  
3 have been prescribed and are thereby limited to the extent  
4 of such maximum annual self help by production during the  
5 prescriptive period. Said rights remain overlying in char-  
6 acter, and as such may only be exercised except for reason-  
7 able overlying uses on the lands now owned by said parties.

8 (b) Prescription Against Unused Overlying Rights. By  
9 reason of said prescriptive circumstances, all unexercised  
10 overlying rights have been lost and extinguished, and no new  
11 overlying production may be commenced, so long as Warren  
12 Valley Basin remains in a state of overdraft.

13 12. Appropriative Rights. Appropriative rights to the  
14 waters of Warren Valley Basin have been perfected by District and  
15 Utility. By stipulation of said parties, said appropriative  
16 rights shall be deemed, and are hereby decreed, to be of equal  
17 priority. Said appropriative rights are exempt from prescription  
18 by reason of Section 1007 of the California Civil Code. The  
19 respective quantities of said rights are as follows:

<u>Name</u>	<u>Appropriative Right</u>
District	896 acre feet/year
Utility	726 acre feet/year

23 13. Production in the Zone of Transmission. Institute  
24 overlies the Zone of Transmission. Because production in said  
25 zone of not more than 80 acre feet per year has no significant  
26 effect on the ground waters of the Basin, Institute is accorded  
27 the right to produce up to 80 acre feet per year under this Judg-  
28 ment without liability for costs or assessments under any physical

1 solution which may be adopted. To the extent that Institute's  
2 production exceeds 80 acre feet per year, Institute shall be  
3 subject to the physical solution imposed herein for all such excess  
4 production.

### 5 III. INJUNCTION

6 14. Injunction Against Unauthorized Production. Each party,  
7 to whom rights to waters of Warren Valley Basin have been de-  
8 clared and decreed herein, together with its officers, agents,  
9 employees, successors, assigns, heirs, administrators, executors,  
10 lessees and licensees, is ENJOINED AND RESTRAINED from producing  
11 water therefrom, except pursuant to the rights herein decreed or  
12 pursuant to the provisions of any Physical Solution which may be  
13 adopted under this Judgment.

### 14 IV. CONTINUING JURISDICTION

15 15. Jurisdiction Reserved. Full jurisdiction, power and  
16 authority are retained and reserved to the Court for the purpose  
17 of enabling the Court upon application of any party or of the  
18 Watermaster, by motion and upon at least 30 days' notice thereof,  
19 and after hearing thereon, to make such further or supplemental  
20 orders or directions as may be necessary or appropriate for inter-  
21 pretation, enforcement or carrying out of this Judgment, and to  
22 modify, amend or amplify any of the provisions of this Judgment  
23 whenever substantial changes or developments affecting the phys-  
24 ical, hydrologic or other conditions dealt with herein may, in the  
25 Court's opinion, justify or require such modification, amendment  
26 or amplification.

### 27 V. WATERMASTER

28 16. Watermaster Appointment. Hi-Desert County Water

1 District, acting by and through its board of directors, is hereby  
2 appointed Watermaster, to administer and enforce the provisions of  
3 this Judgment and any subsequent instructions or orders of the  
4 Court hereunder.

5 VI. PHYSICAL SOLUTION

6 17. Need For Physical Solution. In order that the Court may  
7 assure maximum beneficial use of the water resources of Warren  
8 Valley Basin in accordance with Section 2 of Article X of the  
9 California Constitution, it is necessary that a physical solution  
10 be developed and implemented under the continuing jurisdiction  
11 heretofore reserved. Said physical solution is required because:

12 (a) Safe Yield Operations Are Inappropriate. Warren  
13 Valley Basin is a desert ground water basin. It has only a  
14 nominal annual replenishment from native waters. To restrict  
15 production of the basin to its native safe yield would frus-  
16 trate all development and use of its resources. The Basin  
17 contains substantial supplies of ground water as a result of  
18 recharge over geologic time. The overlying economy is de-  
19 pendent upon controlled mining of such water in storage.

20 (b) Supplemental Water. In the ultimate development of  
21 the lands overlying Warren Valley Basin, supplemental water  
22 supplies will be required. To that end, the lands overlying  
23 the Basin were included within Mojave Water Agency, which has  
24 a contractual right to purchase supplemental water from the  
25 State Water Resources System. In addition, salvage conserva-  
26 tion and reclamation may well afford additional supplemental  
27 water.

28 (c) Need for Funding. Supplemental water, although



1 designation filed with the Court.

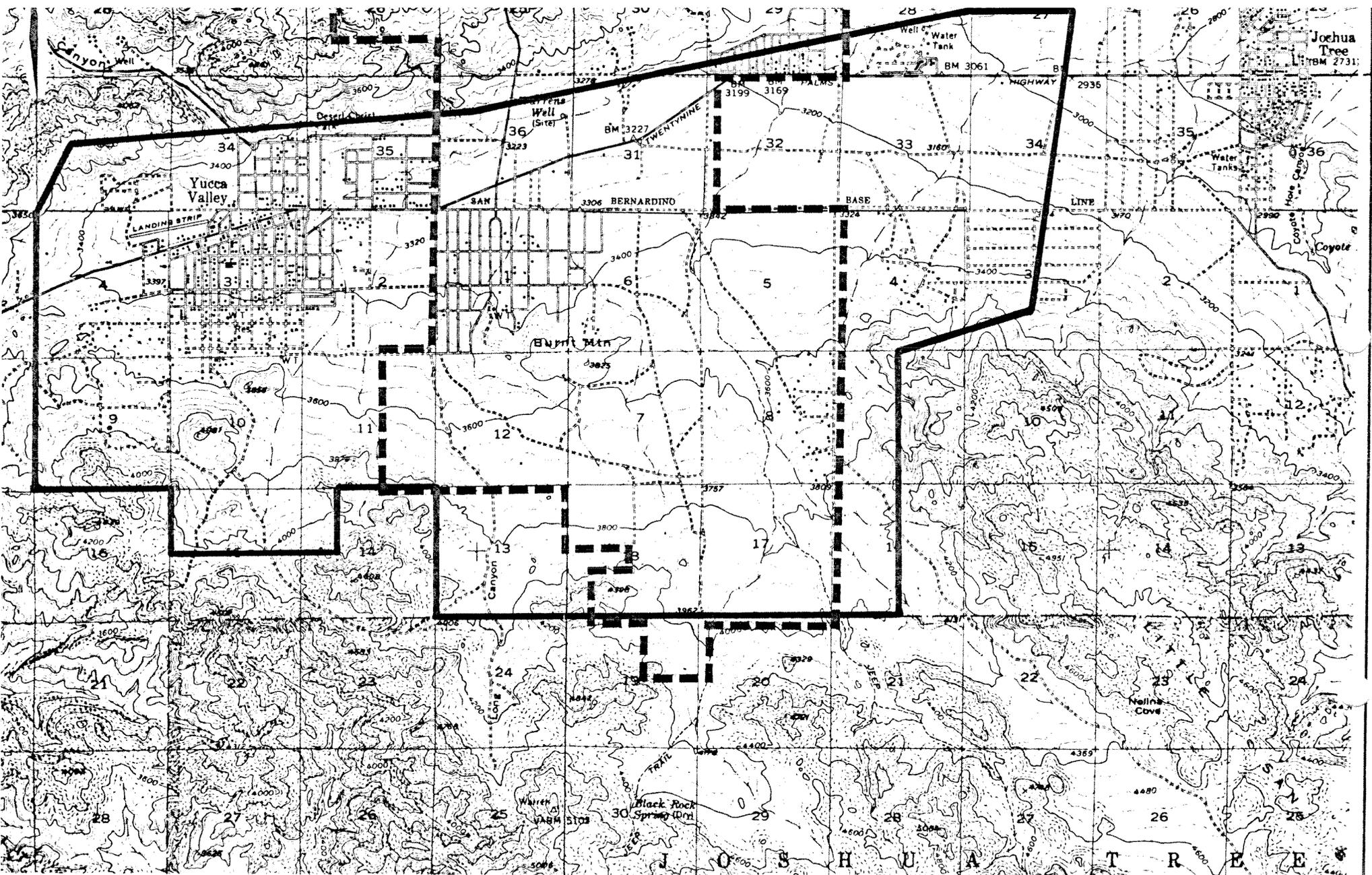
2 Each party who has not heretofore made such a designation  
3 shall, within thirty (30) days after the Judgment shall have been  
4 served upon that party, file with the Court, with proof of service  
5 of a copy upon the Watermaster, a written designation of the person  
6 to whom and the address at which all future notices, determinations,  
7 requests, demands, objections, reports and other papers and pro-  
8 cesses to be served upon that party or delivered to that party are  
9 to be so served or delivered.

10 A later substitute designation filed and served in the same  
11 manner by any party shall be effective from the date of filing as  
12 to then future notices, determinations, requests, demands, objec-  
13 tions, reports and other papers and process to be served upon or  
14 delivered to that party.

15 Delivery to or service upon any party by the Watermaster, by  
16 any other party, or by the Court, of any item required to be  
17 served upon or delivered to a party under or pursuant to the  
18 Judgment may be by deposit in the United States mail, first class,  
19 postage prepaid, addressed to the designee and at the address in  
20 the latest designation filed by that party.

21 20. Judgment Binding on Successors. This Judgment and all  
22 provisions hereof are applicable to and binding upon not only the  
23 parties to this action, but also upon their respective heirs,  
24 executors, administrators, successors, assigns, lessees and licen-  
25 sees and upon the officers, agents, employees and attorneys in  
26 fact of all such parties.

27 - - - - -  
28 - - - - -



**LEGEND**

- BASIN BOUNDARY
- - -** DISTRICT BOUNDARY

**GENERAL LOCATION MAP  
WARREN VALLEY BASIN**

**EXHIBIT "A"**