

Appendix M

Cucamonga Basin Judgment



CUCAMONGA COUNTY WATER DISTRICT

0541 SAN BERNARDINO RD. • CUCAMONGA, CALIF. 91730 • P.O. BOX 533 • 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 small 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

1 WALKER, WRIGHT, TYLER & WARD
2 210 West 7th Street, Suite 631
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5 Attorneys for Plaintiff
6
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN BERNARDINO
10

11
12 SAN ANTONIO WATER COMPANY, a corporation,
13 Plaintiff,

14 -vs-

15 Foothill Irrigation Company, a corporation;
16 Sunset Water Company, a corporation; IOAMOSA
17 Water Company, a corporation; and Old Settlers
18 Water Company, a corporation; ALTA LOMA Mutual
19 Water Company, a corporation; ARMSTRONG
20 Nurseries, a corporation; BANYAN HEIGHTS Water
21 Company, a corporation; CARNELIAN Water
22 Company, a corporation; CITRUS Water Company,
23 a corporation; CUCAMONGA Development Company,
24 a corporation; CUCAMONGA Water Company, a
25 corporation; HEDGES Well Company, a corpor-
26 ation; HELLMAN Water Company, a corporation;
27 HERMOSA Water Company, a corporation;
28 JOYA Mutual Water Company, a corporation;
29 REX Mutual Water Company, a corporation;
30 SAPPHIRE Mutual Water Company, a corporation;
31 CHARLES SNYDER; UPLAND Water Company, a
32 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

DECREE

SURE & HEILNER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

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

- 6 San Antonio Water Company, a corporation;
7 Foothill Irrigation Company, a corporation;
8 Ioamosa Water Company, a corporation;
9 Old Settlers Water Company, a corporation;
10 Sunset Water Company, a corporation;
11 Cucamonga Water Company, a corporation;
12 Alta Loma Mutual Water Company, a corporation;
13 Armstrong Nurseries, a corporation;
14 Banyan Heights Water Company, a corporation;
15 Carnelian Water Company, a corporation;
16 Citrus Water Company, a corporation;
17 Hedges Well Company, a corporation;
18 Hellman Water Company, a corporation;
19 Hermosa Water Company, a corporation;
20 Joya Mutual Water Company, a corporation;
21 Upland Water Company, a corporation;
22 Western Fruit Growers, a corporation;
23 Cucamonga Development Company, a corporation;
24 Sapphire Mutual Water Company, a corporation;
25 Charles Snyder;
26 Hugh P. Crawford;
27 Bank of America National Trust and Savings Association,
28 a national banking association, and Henry G. Bodkin,
29 as executors of the last Will of Giovanni Vai, deceased;
30 G. N. Hamilton Ranch, a partnership composed of Arthur
31 Bridge, Helen Bridge, Grace W. Burt;

1 and Rex Mutual Water Company.

2 and,

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

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

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

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

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

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

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

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

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

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

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

12 (g) "Ten preceding years" means the period of ten con-
13 secutive calendar years which immediately precedes or has preceded
14 the year or event mentioned.

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

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

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

27 (k) "Canyon pipeline" shall mean the pipeline (varying in
28 size between approximately 32 inches in inside diameter and about
29 18 inches) which extends Southerly from a point on the channel of
30 Cucamonga Creek at an elevation of approximately 2350 feet above
31 sea level (herein called "Northerly intake") to the "round weir"
32 mentioned below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 Any right of San Antonio to extract water from the Cucamonga

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

7 Correspondingly, with respect to each calendar year after
8 the entry of this decree, if in the ten preceding years San Antonio
9 shall have spread more than 2,000 acre feet of imported water in any
10 of the included years, as modified by the assumption above set forth,
11 the difference between (a) The amount of imported water which shall
12 have been so spread in such included years, and (b) The quantity of
13 2,000 acre feet multiplied by the number of included years, shall be
14 known as the "ten year surplus".

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

25 So long as the water level in the index well referred to in
26 paragraph First, subdivision (q) herein is at an elevation below
27 1345 feet above sea level, and in the event San Antonio has available
28 in any one calendar year after the year 1956 more than 2,000 acre feet
29 of imported water, and desires to sell the same, it shall, before selling
30 such imported water to others not parties to this Decree, annually
31 offer to sell such imported water to the other stipulating parties
32 hereto for spreading in the Cucamonga Basin and at a price to be fixed

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

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

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

32 (a) Hamilton Ranch 128/1200ths thereof;

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

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

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

25 Within sixty (60) days after the date of this judgment
26 the stipulating parties hereto shall also construct in a manner
27 which shall have been approved by San Antonio Water Company or
28 by the above entitled Court a dividing weir at the said
29 Carnelian Street reservoir. The dividing weir at this point shall
30 be so constructed as to permit Ioamosa to divert fifty inches of
31 such Ioamosa gravity water to domestic use.
32

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

- 3 (a) Used for irrigation purposes over Cucamonga Basin; or,
4 (b) Spread over Cucamonga Basin in the spreading grounds
5 of Ioamosa or Banyan Heights Water Company; or
6 (c) Returned by Ioamosa to the channel of Cucamonga Creek.

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

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

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

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

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

SURR & HELLVER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

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

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

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

| 16 | <u>Party</u> | <u>Export Quantity</u> |
|----|-----------------------------|------------------------|
| 17 | HERMOSA | 343 Acre Feet |
| 18 | FOOTHILL IRRIGATION COMPANY | 483 Acre Feet |
| 19 | ALTA LOMA | 51 Acre Feet |

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

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

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

1 Colony Lot No. 170

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

4 (3) On the West line of Ontario Colony Lot No. 301,
5 400 feet North of 19th Street.

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

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

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

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

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

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

14 SEVENTH: Except as provided in paragraph Second, if any stip-
15 ulating party in any year shall fail to take or receive from the basin
16 or transport beyond the confines of the basin, the full quantity of
17 water which such party is entitled hereunder to take or receive or
18 transport beyond said confines, as the case may be, such failure shall
19 not entitle such party to take or receive or so transport from the
20 basin in any succeeding year any greater quantity of water than if in
21 each prior year such party had taken, received and so transported
22 from the basin all water which such party was entitled hereunder to so
23 take, receive and transport, and, subject to the provisions of Para-
24 graph Fifteen, such failure shall not affect the rights of other
25 parties to the decree to take the stipulated amounts of water they are
26 entitled to receive by Exhibit 2 herein.

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

1 consecutive years such right shall not be exercised.

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

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

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

19 Likewise, if any stipulating party hereafter transports water
20 beyond the confines of the Basin, such transporting party shall there-
21 after maintain such measuring box, meter, weir, or other measuring
22 device as will show readily and accurately the quantity of water at
23 the time being transported beyond the confines of the Basin. Measure-
24 ments of the quantity of water being taken at each of said points
25 shall be made by such transporting party at least daily by weir or
26 weekly by meter throughout the entire period water is being taken at
27 such point. A record of such measurements and hours of operation
28 shall always be made and maintained by such party. In case of failure
29 of measuring device, average of the preceding and succeeding measure-
30 ments shall be used.

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

1 weirs and other measuring devices, and to inspect, check, and copy
2 any record of extractions and measurements and of all data and com-
3 putations pertaining to the same in the possession or under the
4 control of any other stipulating party or parties.

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

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

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

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

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

1 (a) The term "new taking" shall not include any water devel-
2 opment in the Basin hereafter made for the sole purpose of maintain-
3 ing but not increasing any quantity of water now being taken from
4 the Basin by the person who may hereafter make such development.

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

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

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

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

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

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

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

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

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

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

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25 CARL B. HILLIARD

26 _____
27 Judge
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CUNY & HELLYER
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

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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 |

EXHIBIT 2

114
15,351

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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; IOAMOS
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 corpora-
tion; 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 partner-
ship 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")

1 that:

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

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

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

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

23 Dated: ^{April} ~~November~~ 25th, 195⁸.

Edgar
Notary Public
15 JANUARY 1 1962

SAN ANTONIO WATER COMPANY

BY F. C. Buffington President
AND C. Williams Secretary

WALKER, WRIGHT, TYLER and WARD

BY Thomas S. Matthews
Attorneys for Plaintiff

FOOTHILL IRRIGATION COMPANY

BY Herman Gibson V. President
AND Frank W. Van Fleet Secretary

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IOAMOSA WATER COMPANY

BY J. F. Aram President
AND Frank N. Van Fleet Secretary

OLD SETTLERS WATER COMPANY

BY Harold B. Blatz President
AND Frank N. Van Fleet Secretary

SUNSET WATER COMPANY

BY Norman Wilson President
AND Emma Mae Pearson Secretary

CUCAMONGA WATER COMPANY

BY Leon T. Lucas President
AND Clifton Chappell Secretary

ALTA LOMA MUTUAL WATER COMPANY

BY E. J. Minor President
AND James C. Muesel Secretary

ARMSTRONG NURSERIES, INC

BY Clayton Armstrong President
AND W. W. Rouse Secretary

BANYAN HEIGHTS WATER COMPANY

BY Robert L. Hall President
AND Robert L. Hall Secretary

CARNELLAN WATER COMPANY

BY John C. DeLong President
AND Robert L. Hall Secretary

CITRUS WATER COMPANY

BY Robert T. Hill President
AND W. H. Hagan Secretary

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HEDGES WELL COMPANY,

BY Donald C. Beane President
AND Marion H. Smith Secretary

HELLMAN WATER COMPANY

BY G. F. Grass President
AND Frank N. Van Fleet Secretary

HERMOSA WATER COMPANY

BY Wm. H. Hutton President
AND Frank N. Van Fleet Secretary

JOYA MUTUAL WATER COMPANY

BY Alan P. Brown President
AND Frank N. Van Fleet Secretary

UPLAND WATER COMPANY

BY Wm. H. Hutton President
AND J. F. Eastwood Secretary

WESTERN FRUIT GROWERS

BY W. H. Quinn President
AND M. Oliver Jones Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY Robert H. Hallett President
AND Frank N. Van Fleet Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY H. C. Seaman President
AND Frank N. Van Fleet Secretary

Charles Snyder
(Charles Snyder)

Hugh P. Crawford
(Hugh P. Crawford)

Wm. H. Hutton

DURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

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

BY [Signature]
AND ^{ASSISTANT TRUST OFFICER} [Signature]
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY [Signature]
(Arthur Bridge)

BY [Signature]
(Helen Bridge)

BY [Signature]
(Grace W. Burt)

Partners

REX MUTUAL WATER COMPANY

BY [Signature] President

AND [Signature] Secretary

SURR & HELLYER

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