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San Bernardino County Clerk

OCT 26 1989

Carrie Jennings

Lynda Cortese

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICROFILMED

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.

Defendants.

No. 164327

RCN 51010

JUDGMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT, Plaintiff, v. CITY OF CHINO, et al. Defendants.	No. 164327 JUDGMENT

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I. INTRODUCTION

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

parties. This Court has jurisdiction of the subject matter of this action and of the parties herein.

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

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

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

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

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

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

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

(e) CBMWD -- Plaintiff Chino Basin Municipal Water District.

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

(g) Chino Basin Watershed -- The surface drainage area tributary to and overlying Chino Basin.

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

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

(j) Minimal Producer -- Any producer whose production does not exceed five acre-feet per year.

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

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

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

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

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

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(p) PVMWD -- Defendant Pomona Valley Municipal Water District.

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

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

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

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

(u) Reclaimed Water -- Water which, as a result of processing of waste water, is suitable for a controlled use.

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

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

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

(y) SBVMWD -- San Bernardino Valley Municipal Water

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District.

(z) State Water -- Supplemental Water imported through the State Water Resources Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

(aa) Stored Water -- Supplemental water held in storage, as a result of direct spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to agreement with Watermaster.

(bb) Supplemental Water -- Includes both water imported to Chino Basin from outside Chino Basin Watershed, and reclaimed water.

(cc) WMWD -- Defendant Western Municipal Water District of Riverside County.

5. List of Exhibits. The following exhibits are attached to this Judgment and made a part hereof:

"A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water District, and other geographic and political features.

"B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

"C" -- Table Showing Parties in Overlying (Agricultural) Pool.

"D" -- Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights.

"E" -- Table Showing Appropriators and Their Rights.

"F" -- Overlying (Agricultural) Pool Pooling Plan.

"G" -- Overlying (Non-agricultural) Pool Pooling Plan.

"H" -- Appropriative Pool Pooling Plan.

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"I" -- Engineering Appendix.

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

"K" -- Legal Description of Chino Basin.

II. DECLARATION OF RIGHTS

A. HYDROLOGY

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

7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years in a continuous state of overdraft. The production constituting said overdraft has been open, notorious, continuous, adverse, hostile and under claim of right. The circumstances of said overdraft have given notice to all parties of the adverse nature of such aggregate over-production.

B. WATER RIGHTS IN SAFE YIELD

8. Overlying Rights. The parties listed in Exhibits "C" and "D" are the owners or in possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D" have, in the aggregate, been limited by prescription except to the extent such rights have been preserved by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for agricultural pool use, including the rights of the State of California, total 82,800 acre feet per year. Overlying rights for non-agricultural pool use

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total 7,366 acre feet per year and are individually decreed for each affected party in Exhibit "D". No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying rights, and such rights have all been lost by prescription. However, uses may be made of Basin Water on overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom.

9. Appropriative Rights. The parties listed in Exhibit "E" are the owners of appropriative rights, including rights by prescription, in the unadjusted amounts therein set forth, and by reason thereof are entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of overlying rights and rights of the State of California, and in the Operating Safe Yield in Chino Basin, in the annual shares set forth in Exhibit "E".

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

(b) Nature and Quantity. All rights listed in Exhibit "E" are appropriative and prescriptive in nature. By reason of the status of the parties, and the provisions of Section

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1007 of the Civil Code, said rights are immune from reduction or limitation by prescription.

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

C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

11. Available Ground Water Storage Capacity. There exists in Chino Basin a substantial amount of available ground water storage capacity which is not utilized for storage or regulation of Basin Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of supplemental water with Basin Waters. It is essential that said reservoir capacity utilization for storage and conjunctive use of supplemental water be undertaken only under Watermaster control and regulation, in order to protect the integrity of both such Stored Water and Basin Water in storage and the Safe Yield of Chino Basin.

12. Utilization of Available Ground Water Capacity. Any person or public entity, whether a party to this action or not, may make reasonable beneficial use of the available ground water

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storage capacity of Chino Basin for storage of supplemental water; provided that no such use shall be made except pursuant to written agreement with Watermaster, as authorized by Paragraph 28. In the allocation of such storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of rights in the Safe Yield or Operating Safe Yield of the Basin shall have priority and preference over storage for export.

III. INJUNCTION

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

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

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

(c) Appropriative Pool. Each party in the

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

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

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IV. CONTINUING JURISDICTION

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

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

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

(c) The determination of specific quantitative rights and shares in the declared Safe Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and

(d) The amendment or modification of Paragraphs 7(a) and (b) of Exhibit "H", during the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative recommendation of at least 67% of the voting power (determined pursuant to the formula described in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the Appropriative Pool Committee representatives of parties who produce water within CBMWD or WMWD; after said tenth year the formula set forth in said Paragraph 7(a) and 7(b) of Exhibit "H" for payment of the costs of replenishment water may be changed to 100% gross or net, or any percentage split thereof, but only in response to recommendation to the Court by affirmative vote of at least 67% of said voting power of the Appropriative Pool representatives of parties who produce ground water within CBMWD or WMWD, but not less than one-third of their number. In such event, the Court shall act in conformance with such recommendation unless there are compelling reasons to the contrary; and provided, further, that the fact that the allocation of Safe Yield or Operating Safe Yield shares may be rendered moot by a recommended change in the formula for replenishment assessments shall not be deemed to be such a "compelling reason."

Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any party, the Watermaster, the Advisory Committee or any Pool Committee, by motion and, upon

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at least 30 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions as may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment.

V. WATERMASTER

A. APPOINTMENT

16. Watermaster Appointment. CBMWD, acting by and through a majority of its board of directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment and any subsequent instructions or orders of the Court hereunder. The term of appointment of Watermaster shall be for five (5) years. The Court will by subsequent orders provide for successive terms or for a successor Watermaster. Watermaster may be changed at any time by subsequent order of the Court, on its own motion, or on the motion of any party after notice and hearing. Unless there are compelling reasons to the contrary, the Court shall act in conformance with a motion requesting the Watermaster be changed if such motion is supported by a majority of the voting power of the Advisory Committee.

B. POWERS AND DUTIES

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

18. Rules and Regulations. Upon recommendation by the

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Advisory Committee, Watermaster shall make and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster affairs, including meeting schedules and procedures, and compensation of members of Watermaster at not to exceed $25 per member per meeting, or $300 per member per year, whichever is less, plus reasonable expenses related to activities within the Basin. Thereafter, Watermaster may amend said rules from time to time upon recommendation, or with approval of the Advisory Committee after hearing noticed to all active parties. A copy of said rules and regulations, and of any amendments thereof, shall be mailed to each active party.

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

20. Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of allocation of costs of such services as well as of all other expenses of Watermaster administration as between the several pools established by the Physical Solution.

21. Measuring Devices. Watermaster shall cause parties, pursuant to uniform rules, to install and maintain in good operating condition, at the cost of each party, such necessary measuring

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devices or meters as Watermaster may deem appropriate. Such measuring devices shall be inspected and tested as deemed necessary by Watermaster, and the cost thereof shall constitute an expense of Watermaster.

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

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

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

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

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

27. Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool Committee and in accordance with Paragraph 54(b), undertake relevant studies of hydrologic

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conditions, both quantitative and qualitative, and operating aspects of implementation of the management program for Chino Basin.

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

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

30. Annual Administrative Budget. Watermaster shall submit to Advisory Committee an administrative budget and recommendation for each fiscal year on or before March 1. The Advisory Committee shall review and submit said budget and their recommendations to Watermaster on or before April 1, following. Watermaster shall hold a public hearing on said budget at its April quarterly meeting and adopt the annual administrative budget which shall include the administrative items for each pool committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to make a proper allocation of the expense among the several pools, together with Watermaster's proposed allocation. The budget shall contain such additional comparative information

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or explanation as the Advisory Committee may recommend from time to time. Expenditures within budgeted items may thereafter be made by Watermaster in the exercise of powers herein granted, as a matter of course. Any budget transfer in excess of 20% of a budget category during any budget year or modification of such administrative budget during any year shall be first submitted to the Advisory Committee for review and recommendation.

31. Review Procedures. All actions, decisions or rules of Watermaster shall be subject to review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a mandated action), the Advisory Committee, or any Pool Committee, as follows:

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

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

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

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

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

C. ADVISORY AND POOL COMMITTEES

32. Authorization. Watermaster is authorized and directed to cause committees of producer representatives to be organized to act as Pool Committees for each of the several pools created under the Physical Solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as specified in the respective pooling plans, and the Advisory Committee shall be composed of not to exceed ten (10) voting representatives from each pool, as designated by the

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respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be entitled to one non-voting representative on said Advisory Committee.

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

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

(a) Overlying (Agricultural) Pool 20,

(b) Overlying (Non-agricultural) Pool 5, and

(c) Appropriative Pool 20.

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

35. Quorum. A majority of the voting power of the Advisory Committee or any Pool Committee shall constitute a quorum for the transaction of affairs of such Advisory or Pool Committee; provided, that at least one representative of each Pool Committee shall be required to constitute a quorum of the Advisory Committee. No Pool Committee representative may purposely absent himself or

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herself, without good cause, from an Advisory Committee meeting to deprive it of a quorum. Action by affirmative vote of a majority of the entire voting power of any Pool Committee or the Advisory Committee shall constitute action by such committee. Any action or recommendation of a Pool Committee or the Advisory Committee shall be transmitted to Watermaster in writing, together with a report of any dissenting vote or opinion.

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

37. Organization.

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

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such Pool or Advisory Committee.

(b) Regular Meetings. All Pool Committees and the Advisory Committee shall hold regular meetings at a place and time to be specified in the rules to be adopted by each Pool and Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any change in time or place thereof, shall be mailed to all active parties in said pool or pools.

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

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

(e) Adjournments. Any meeting of any Pool or Advisory Committee may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn

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from time to time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held.

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

(a) Pool Committees. Each Pool Committee shall have the power and responsibility for developing policy recommendations for administration of its particular pool, as created under the Physical Solution. All actions and recommendations of any Pool Committee which require Watermaster implementation shall first be noticed to the other two pools. If no objection is received in writing within thirty (30) days, such action or recommendation shall be transmitted directly to Watermaster for action. If any such objection is received, such action or recommendation shall be reported to the Advisory Committee before being transmitted to Watermaster.

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

[1] Committee Initiative. When any recommendation or advice of the Advisory Committee is received by Watermaster, action consistent therewith may be taken by Watermaster; provided, that any recommendation approved by 80 votes or more in the Advisory Committee shall constitute a mandate for action by Watermaster consistent therewith. If Watermaster is unwilling or unable to act

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pursuant to recommendation or advice from the Advisory Committee (other than such mandatory recommendations), Watermaster shall hold a public hearing, which shall be followed by written findings and decision. Thereafter, Watermaster may act in accordance with said decision, whether consistent with or contrary to said Advisory Committee recommendation. Such action shall be subject to review by the Court, as in the case of all other Watermaster determinations.

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

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

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VI. PHYSICAL SOLUTION

A. GENERAL

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

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

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

quantity and quality of said water resources may thereby be preserved and the beneficial utilization of the Basin maximized.

42. General Pattern of Operations. It is contemplated that the rights herein decreed will be divided into three (3) operating pools for purposes of Watermaster administration. A fundamental premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to pump sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds the share of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction. The method of assessment in each pool shall be as set forth in the applicable pooling plan.

B. POOLING

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

(a) Overlying (Agricultural) Pool. The first pool shall consist of the State of California and all overlying producers who produce water for other than industrial or commercial purposes. The initial members of the pool are listed in Exhibit "C".

(b) Overlying (Non-agricultural) Pool. The second pool shall consist of overlying producers who produce water for industrial or commercial purposes. The initial members of this pool are listed in Exhibit "D".

(c) Appropriative Pool. A third and separate pool shall

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consist of owners of appropriative rights. The initial members of the pool are listed in Exhibit "E".

Any party who changes the character of his use may, by subsequent order of the Court, be reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be changed. Any non-party producer or any person who may hereafter commence production of water from Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to the proper pool by the order of the Court authorizing such intervention.

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

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

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

45. Annual Replenishment. Watermaster shall levy and collect assessments in each year, pursuant to the respective pooling plans, in amounts sufficient to purchase replenishment water to replace production by any pool during the preceding year which exceeds that

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pool's allocated share of Safe Yield in the case of the overlying pools, or Operating Safe Yield in the case of the Appropriative Pool. It is anticipated that supplemental water for replenishment of Chino Basin may be available at different rates to the various pools to meet their replenishment obligations. If such is the case, each pool will be assessed only that amount necessary for the cost of replenishment water to that pool, at the rate available to the pool, to meet its replenishment obligation.

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

C. REPORTS AND ACCOUNTING

47. Production Reports. Each party or responsible party shall file periodically with Watermaster, pursuant to Watermaster rules, a report on a form to be prescribed by Watermaster showing the total production of such party during the preceding reportage period, and such additional information as Watermaster may require, including any information specified by the affected Pool Committee.

48. Watermaster Reports and Accounting. Watermaster's annual report, which shall be filed on or before November 15 of each year and shall apply to the preceding year's operation, shall contain details as to operation of each of the pools and a certified audit of all assessments and expenditures pursuant to this Physical Solution and a review of Watermaster activities.

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D. REPLENISHMENT

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

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

(b) State Water. State water constitutes a major available supply of supplemental water. In the case of State Water, Watermaster purchases shall comply with the water service provisions of the State's water service contracts. More specifically, Watermaster shall purchase State Water from MWD for replenishment of excess production within CBMWD, WMWD and PVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in Chino Basin, except to the

extent that MWD and SBVMWD give their consent as required by such State water service contracts.

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

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

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

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

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

E. REVENUES

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

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

53. Assessment Proceeds -- Purposes. Watermaster shall have the power to levy assessments against the parties (other than minimal pumpers) based upon production during the preceding period

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of assessable production, whether quarterly, semi-annually or annually, as may be determined most practical by Watermaster or the affected Pool Committee.

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

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

(b) Special Project Expense shall consist of special engineering, economic or other studies, litigation expense, meter testing or other major operating expenses. Each such project shall be assigned a Task Order number and shall be separately budgeted and accounted for.

General Watermaster administrative expense shall be allocated and assessed against the respective pools based upon allocations made by the Watermaster, who shall make such allocations based upon generally accepted cost accounting methods. Special Project Expense shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the Pool Committee, or pursuant to written order of the Court.

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

(a) Notice of Assessment. Watermaster shall give written notice of all applicable assessments to each party on

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or before ninety (90) days after the end of the production period to which such assessment is applicable.

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

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

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

57. Effective Date. The effective date for accounting and operation under this Physical Solution shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1, 1978. Watermaster shall, however, require installation of

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meters or measuring devices and establish operating procedures immediately, and the costs of such Watermaster activity (not including the cost of such meters and measuring devices) may be recovered in the first administrative assessment in 1978.

VII. MISCELLANEOUS PROVISIONS

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

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

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class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such party or active party.

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

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

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

63. Judgment Binding on Successors. This Judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but also upon their respective heirs, executors, administrators, successors, assigns, lessees and

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licensees and upon the agents, employees and attorneys in fact of all such persons.

64. Costs. No party shall recover any costs in this proceeding from any other party.

Dated: JAN 27 1978.

Judge

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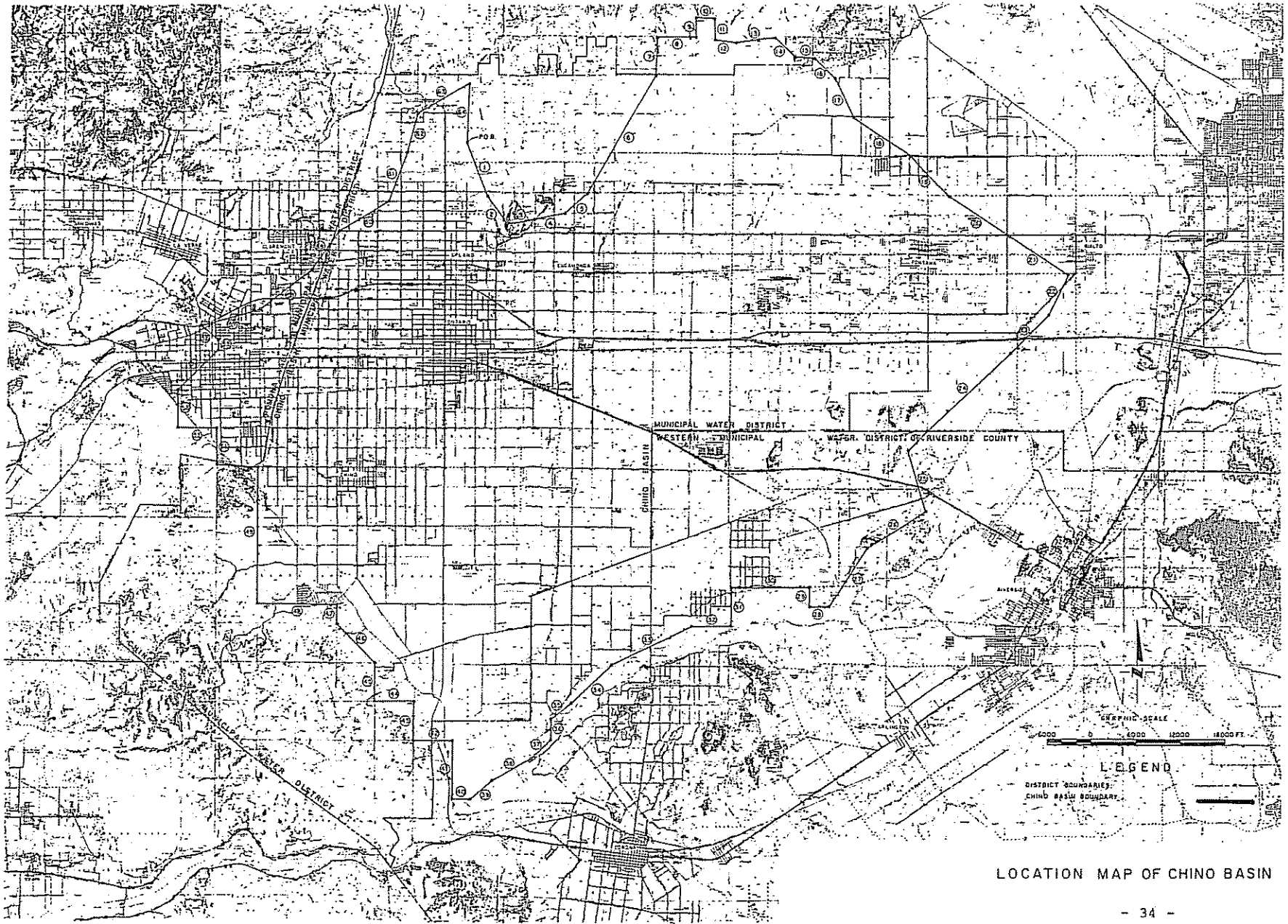
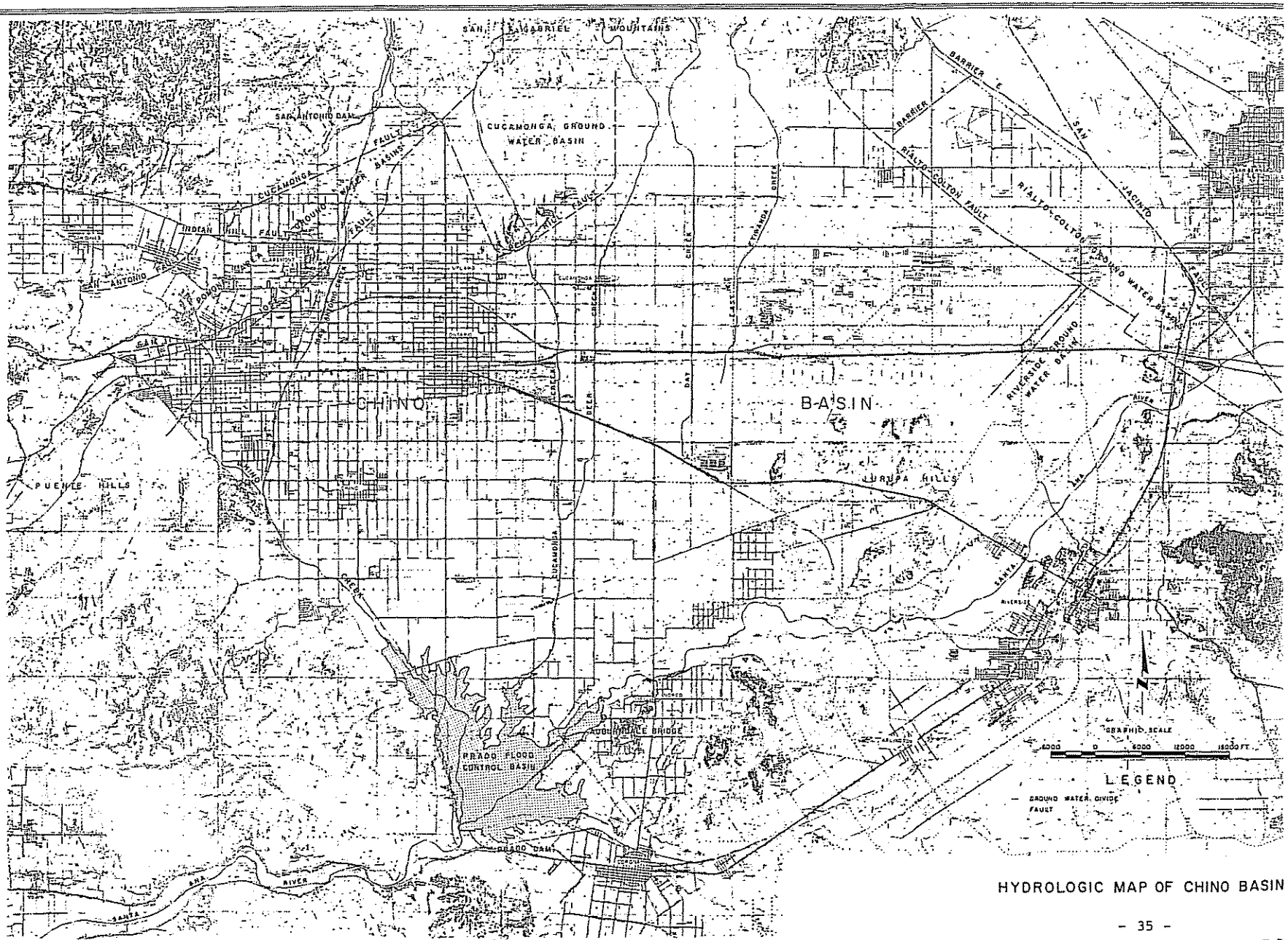


LOCATION MAP OF CHINO BASIN

EXHIBIT A



HYDROLOGIC MAP OF CHINO BASIN

EXHIBIT B

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STIPULATING OVERLYING AGRICULTURAL PRODUCERS

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

Abacherli Dairy, Inc.
Abacherli, Frank
Abacherli, Shirley
Abbona, Anna
Abbona, James
Abbona, Jim
Abbona, Mary
Agliani, Amelia H.
Agman, Inc.
Aguerre, Louis B.
Ahmanson Trust Co.
Akiyama, Shizuye
Akiyama, Tomoo
Akkerman, Dave
Albers, J. N.
Albers, Nellie
Alewyn, Jake J.
Alewyn, Normalee
Alger, Mary D.
Alger, Raymond
Allen, Ben F.
Allen, Jane F.
Alta-Dena Dairy
Anderson Farms
Anguiano, Sarah L. S.
Anker, Gus
Aphessetche, Xavier
Arena Mutual Water Assn.
Armstrong Nurseries, Inc.
Arretche, Frank
Arretche, Jean Pierre
Arvidson, Clarence F.
Arvidson, Florence
Ashley, George W.
Ashley, Pearl E.
Atlas Farms
Atlas Ornamental Iron Works, Inc.
Aukeman, Carol
Aukeman, Lewis
Ayers, Kenneth C., aka
Kelley Ayers
Bachoc, Raymond
Baldwin, Edgar A.
Baldwin, Lester
Banbury, Carolyn
Bangma Dairy
Bangma, Arthur
Bangma, Ida
Bangma, Martin
Bangma, Sam
Barba, Anthony B.
Barba, Frank
Barcellos, Joseph
Barnhill, Maurine W.

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Barnhill, Paul	Boersma, Angie
Bartel, Dale	Boersma, Berdina
Bartel, Ursula	Boersma, Frank
Bartel, Willard	Boersma, Harry
Barthelemy, Henry	Boersma, Paul
Barthelemy, Roland	Boersma, Sam
Bassler, Donald V., M.D.	Boersma, William L.
Bates, Lowell R.	Bohlander & Holmes, Inc.
Bates, Mildred L.	Bokma, Peter
Beahm, James W.	Bollema, Jacob
Beahm, Joan M.	Boonstoo, Edward
Bekendam, Hank	Bootsma, Jim
Bekendam, Pete	Borba, Dolene
Bello, Eugene	Borba, Dolores
Bello, Olga	Borba, Emily
Beltman, Evelyn	Borba, George
Beltman, Tony	Borba, John
Bergquist Properties, Inc.	Borba, John & Sons
Bevacqua, Joel A.	Borba, John Jr.
Bevacqua, Marie B.	Borba, Joseph A.
Bidart, Bernard	Borba, Karen E.
Bidart, Michael J.	Borba, Karen M.
Binnell, Wesley	Borba, Pete, Estate of
Black, Patricia E.	Borba, Ricci
Black, Victor	Borba, Steve
Bodger, John & Sons Co.	Borba, Tom
Boer, Adrian	Bordisso, Alleck
Boersma and Wind Dairy	Borges, Angelica M.

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Borges, Bernadette
Borges, John O.
Borges, Linda L.
Borges, Manual Jr.
Borges, Tony
Bos, Aleid
Bos, Gerrit
Bos, John
Bos, John
Bos, Margaret
Bos, Mary
Bos, Mary Beth
Bos, Tony
Bosch, Henrietta
Bosch, Peter T.
Boschma, Betty
Boschma, Frank
Boschma, Greta
Boschma, Henry
Bosma, Dick
Bosma, Florence G.
Bosma, Gerrit
Bosma, Jacob J.
Bosma, Jeanette Thea
Bosman, Frank
Bosman, Nellie
Bosnyak, Goldie M.
Bosnyak, Martin
Bothof, Roger W.
Bouma, Cornie
Bouma, Emma
Bouma, Henry P.
Bouma, Martin
Bouma, Peter G. & Sons Dairy
Bouma, Ted
Bouman, Helen
Bouman, Sam
Bower, Mabel E.
Boys Republic
Breedyk, Arie
Breedyk, Jessie
Briano Brothers
Briano, Albert
Briano, Albert Trustee for
Briano, Albert Frank
Briano, Lena
Brink, Russell N.
Brinkerhoff, Margaret
Brinkerhoff, Robert L.
Britschgi, Florence
Britschgi, Magdalena Garetto
Britschgi, Walter P.
Brommer, Marvin
Brookside Enterprizes, dba
Brookside Vineyard Co.
Brothers Three Dairy

Brown, Eugene
Brun, Martha M.
Brun, Peter Robert
Buma, Duke
Buma, Martha
Bunse, Nancy
Bunse, Ronnie L.
Caballero, Bonnie L.
Caballero, Richard F.
Cable Airport Inc.
Cadlini, Donald
Cadlini, Jesse R.
Cadlini, Marie Edna
Cambio, Anna
Cambio, Charles, Estate of
Cambio, William V.
Cardoza, Florence
Cardoza, Olivi
Cardoza, Tony
Carnesi, Tom
Carver, Robt M., Trustee
Cauffman, John R.
Chacon Bros.
Chacon, Elvera P.
Chacon, Joe M.
Chacon, Robert M.
Chacon, Virginia L.
Chez, Joseph C.
Chino Corona Investment
Chino Water Co.
Christensen, Leslie
Christensen, Richard G.
Christian, Ada R.
Christian, Harold F.
Christy, Ella J.
Christy, Ronald S.
Cihigoyenetche, Jean
Cihigoyenetche, Leona
Cihigoyenetche, Martin
Clarke, Arthur B.
Clarke, Nancy L.
Clarke, Phyllis J.
Coelho, Isabel
Coelho, Joe A. Jr.
Collins, Howard E.
Collins, Judith F.
Collinsworth, Ester L.
Collinsworth, John E.
Collinsworth, Shelby
Cone Estate (05-2-00648/649)
Consolidated Freightways Corp.
of Delaware
Corona Farms Co.
Corra, Rose
Costa, Dimas S.
Costa, Laura

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Costa, Myrtle	De Boer, L. H.
Costamagna, Antonio	De Boer, Sidney
Costamagna, Joseph	De Bos, Andrew
Cousyn, Claus B.	De Graaf, Anna Mae
Cramer, Carole F.	De Graaf, Gerrit
Cramer, William R.	De Groot, Dick
Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
Crouse, Beatrice I.	De Groot, Ernest
Crouse, Roger	De Groot, Henrietta
Crowley, Juanita C.	De Groot, Jake
Crowley, Ralph	De Groot, Pete Jr.
Cucamonga Vintners	De Haan, Bernadena
D'Astici, Teresa	De Haan, Henry
Da Costa, Cecilia B.	De Hoog, Adriana
Da Costa, Joaquim F.	De Hoog, Joe
Daloisio, Norman	De Hoog, Martin
De Berard Bros.	De Hoog, Martin L.
De Berard, Arthur, Trustee	De Hoog, Mitch
De Berard, Charles	De Hoog, Tryntje
De Berard, Chas., Trustee	De Jager, Cobi
De Berard, Helan J.	De Jager, Edward D.
De Berard, Robert	De Jong Brothers Dairy
De Berard, Robert, Trustee	De Jong, Cornelis
De Bie, Adrian	De Jong, Cornelius
De Bie, Henry	De Jong, Grace
De Bie, Margaret M.	De Jong, Jake
De Bie, Marvin	De Jong, Lena
De Boer, Fred	De Leeuw, Alice

De Leeuw, Sam	Dirkse, Catherine
De Soete, Agnes	Dirkse, Charles C.
De Soete, Andre	Dixon, Charles E.
De Vries, Abraham	Dixon, Geraldine A.
De Vries, Case	Doesberg, Hendrica
De Vries, Dick	Doesburg, Theodorus P.
De Vries, Evelyn	Dolan, Marion
De Vries, Henry, Estate of	Dolan, Michael H.
De Vries, Hermina	Dominguez, Helen
De Vries, Jack H.	Dominguez, Manual
De Vries, Jane	Donkers, Henry A.
De Vries, Janice	Donkers, Nellie G.
De Vries, John	Dotta Bros.
De Vries, John J.	Douma Brothers Dairy
De Vries, Neil	Douma, Betty A.
De Vries, Ruth	Douma, Fred A.
De Vries, Theresa	Douma, Hendrika
De Wit, Gladys	Douma, Herman G.
De Wit, Peter S.	Douma, Narleen J.
De Wyn, Evert	Douma, Phillip M.
De Zoete, Hattie V.	Dow Chemical Co.
De Zoete, Leo A.	Dragt, Rheta
Decker, Hallie	Dragt, William
Decker, Henry A.	Driftwood Dairy Farm
Demmer, Ernest	Droogh, Case
Di Carlo, Marie	Duhalde, Marian
Di Carlo, Victor	Duhalde, Lauren
Di Tommaso, Frank	Duits, Henrietta

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Duits, John	Excelsior Farms
	F.D.I.C.
Dunlap, Edna Kraemer,	Fagundes, Frank M.
Estate of	Fagundes, Mary
Durrington, Glen	Fernandes, Joseph Jr.
Durrington, William F.	Fernandes, Velma C.
Dusi, John, Sr.	Ferraro, Ann
Dykstra, Dick	Ferreira, Frank J.
Dykstra, John	Ferreira, Joe C. Jr.
Dykstra, John & Sons	Ferreira, Narcie
Dykstra, Wilma	Filippi, J. Vintage Co.
Dyt, Cor	Filippi, Joseph
Dyt, Johanna	Filippi, Joseph A.
E and S Grape Growers	Filippi, Mary E.
Eaton, Thomas, Estate of	Fitzgerald, John R.
Echeverria, Juan	Flameling Dairy Inc.
Echeverria, Carlos	Flamingo Dairy
Echeverria, Pablo	Foss, Douglas E.
Eilers, E. Myrle	Foss, Gerald R.
Eilers, Henry W.	Foss, Russel
El Prado Golf Course	Fred & John Troost No. 1 Inc.
Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
Engelsma, Jake	Freitas, Beatriz
Engelsma, Susan	Freitas, Tony T.
Escojeda, Henry	Gakle, Louis L.
Etiwanda Grape Products Co.	Galleano Winery, Inc.
Euclid Ave. Investment One	Galleano, Bernard D.
Euclid Ave. Investment Four	Galleano, D.
Euclid Ave. Three Investment	Galleano, Mary M.

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Garcia, Pete
Gardner, Leland V.
Gardner, Lola M.
Garrett, Leonard E.
Garrett, Patricia T.
Gastelluberry, Catherine
Gastelluberry, Jean
Gilstrap, Glen E.
Gilstrap, Marjorie J.
Godinho, John
Godinho, June
Gonsalves, Evelyn
Gonsalves, John
Gorzeman, Geraldine
Gorzeman, Henry A.
Gorzeman, Joe
Govea, Julia
Goyenetche, Albert
Grace, Caroline E.
Grace, David J.
Gravatt, Glenn W.
Gravatt, Sally Mae
Greydanus Dairy, Inc.
Greydanus, Rena
Griffin Development Co.
Haagsma, Dave
Haagsma, John
Hansen, Mary D.
Hansen, Raymond F.
Hanson, Ardeth W.
Harada, James T.
Harada, Violet A.
Haringa, Earl and Sons
Haringa, Herman
Haringa, Rudy
Haringa, William
Harper, Cecilia de Mille
Harrington, Winona
Harrison, Jacqueline A.
Hatanaka, Kenichi
Heida, Annie
Heida, Don
Heida, Jim
Heida, Sam
Helms, Addison D.
Helms, Irma A.
Hermans, Alma I.
Hermans, Harry
Hettinga, Arthur
Hettinga, Ida
Hettinga, Judy
Hettinga, Mary
Hettinga, Wilbur
Heublein, Inc., Grocery Products Group
Hibma, Catherine M.

Hibma, Sidney
Hicks, Kenneth I.
Hicks, Minnie M.
Higgins Brick Co.
Highstreet, Alfred V.
Highstreet, Evada V.
Hilarides, Bertha as Trustee
Hilarides, Frank
Hilarides, John as Trustee
Hindelang, Tillie
Hindelang, William
Hobbs, Bonnie C.
Hobbs, Charles W.
Hobbs, Hazel I.
Hobbs, Orlo M.
Hoekstra, Edward
Hoekstra, George
Hoekstra, Grace
Hoekstra, Louie
Hofer, Paul B.
Hofer, Phillip F.
Hofstra, Marie
Hogeboom, Jo Ann M.
Hogeboom, Maurice D.
Hogg, David V.
Hogg, Gene P.
Hogg, Warren G.
Hohberg, Edith J.
Hohberg, Harold C.
Hohberg, Harold W.
Holder, Arthur B.
Holder, Dorothy F.
Holmes, A. Lee
Holmes, Frances P.
Hoogeboom, Gertrude
Hoogeboom, Pete
Hoogendam, John
Hoogendam, Tena
Houssels, J. K. Thoroughbred Farm
Hunt Industries
Idsinga, Ann
Idsinga, William W.
Imbach Ranch, Inc.
Imbach, Kenneth E.
Imbach, Leonard K.
Imbach, Oscar K.
Imbach, Ruth M.
Indaburu, Jean
Indaburu, Marceline
Iseli, Kurt H.
Ito, Kow
J & B Dairy Inc.
Jaques, Johnny C. Jr.
Jaques, Mary
Jaques, Mary Lou

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Jay Em Bee Farms
Johnson Bro's Egg Ranches, Inc.
Johnston, Ellwood W.
Johnston, George F. Co.
Johnston, Judith H.
Jones, Leonard P.
Jongsma & Sons Dairy
Jongsma, Diana A.
Jongsma, Dorothy
Jongsma, George
Jongsma, Harold
Jongsma, Henry
Jongsma, John
Jongsma, Nadine
Jongsma, Tillie
Jordan, Marjorie G.
Jordan, Troy O.
Jorritsma, Dorothy
Juliano, Albert
Kamper, Cornelis
Kamstra, Wilbert
Kaplan, Lawrence J.
Kasbergen, Martha
Kasbergen, Neil
Kazian, Angelen Estate of
Kingsway Const. Corp.
Klapps Market
Kline, James K.
Knevelbaard, John
Knudsen, Ejnar
Knudsen, Karen M.
Knudsen, Kenneth
Knudson, Robert
Knudson, Darlene
Koel, Helen S.
Koetsier, Gerard
Koetsier, Gerrit J.
Koetsier, Jake
Koning, Fred W.
Koning, Gloria
Koning, J. W. Estate
Koning, James A.
Koning, Jane
Koning, Jane C.
Koning, Jennie
Koning, John
Koning, Victor A.
Kooi Holstein Corporation
Koolhaas, Kenneth E.
Koolhaas, Simon
Koolhaas, Sophie Grace
Koopal, Grace
Koopal, Silas
Koopman, Eka
Koopman, Gene T.
Koopman, Henry G.

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Koopman, Ted
Koopman, Tena
Koot, Nick
Koster, Aart
Koster, Frances
Koster, Henry B.
Koster, Nellie
Kroes, Jake R.
Kroeze, Bros
Kroeze, Calvin E.
Kroeze, John
Kroeze, Wesley
Kruckenberg, Naomi
Kruckenberg, Perry
L. D. S. Welfare Ranch
Labrucherie, Mary Jane
Labrucherie, Raymond F.
Lako, Samuel
Landman Corp.
Lanting, Broer
Lanting, Myer
Lass, Jack
Lass, Sandra L.
Lawrence, Cecelia, Estate of
Lawrence, Joe H., Estate of
Leal, Bradley W.
Leal, John C.
Leal, John Craig
Leck, Arthur A.
Leck, Evelyn M.
Lee, Harold E.
Lee, Helen J.
Lee, Henrietta C.
Lee, R. T. Construction Co.
Lekkerkerk, Adriana
Lekkerkerk, L. M.
Lekkerkerker, Nellie
Lekkerkerker, Walt
Lewis Homes of California
Livingston, Dorothy M.
Livingston, Rex E.
Lokey, Rosemary Kraemer
Lopes, Candida A.
Lopes, Antonio S.
Lopez, Joe D.
Lourenco, Carlos, Jr.
Lourenco, Carmelina P.
Lourenco, Jack C.
Lourenco, Manual H.
Lourenco, Mary
Lourenco, Mary
Luiten, Jack
Luiz, John M.
Luna, Christine I.
Luna, Ruben T.
Lusk, John D. and Son
a California corporation

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Lyon, Gregory E.
Lyon, Paula E.
M & W Co. #2
Madole, Betty M.
Madole, Larry B.
Marquez, Arthur
Marquine, Jean
Martin, Lelon O.
Martin, Leon O.
Martin, Maria D.
Martin, Tony J.
Martins, Frank
Mathias, Antonio
Mc Cune, Robert M.
Mc Masters, Gertrude
Mc Neill, J. A.
Mc Neill, May F.
Mees, Leon
Mello and Silva Dairy
Mello and Sousa Dairy
Mello, Emilia
Mello, Enos C.
Mello, Mercedes
Mendiondo, Catherine
Mendiondo, Dominique
Meth. Hosp. - Sacramento
Metzger, R. S.
Metzger, Winifred
Mickel, Louise
Miersma, Dorothy
Meirsma, Harry C.
Minaberry, Arnaud
Minaberry, Marie
Mistretta, Frank J.
Mocho and Plaa Inc.
Mocho, Jean
Mocho, Noeline
Modica, Josephine
Montes, Elizabeth
Montes, Joe
Moons, Beatrice
Moons, Jack
Moramarco, John A. Enterprises
Moreno, Louis W.
Moss, John R.
Motion Pictures Associates, Inc.
Moynier, Joe
Murphy, Frances V.
Murphy, Myrl L.
Murphy, Naomi
Nanne, Martin Estate of
Nederend, Betty
Nederend, Hans
Norfolk, James
Norfolk, Martha
Notrica, Louis

Nyberg, Lillian N.
Nyenhuis, Annie
Nyenhuis, Jim
Occidental Land Research
Okumura, Marion
Okumura, Yuiche
Oldengarm, Effie
Oldengarm, Egbert
Oldengarm, Henry
Oliviera, Manuel L.
Oliviera, Mary M.
Olson, Albert
Oltmans Construction Co.
Omlin, Anton
Omlin, Elsie L.
Ontario Christian School Assn.
Oord, John
Oostdam, Jacoba
Oostdam, Pete
Oosten, Agnes
Oosten, Anthonia
Oosten, Caroline
Oosten, John
Oosten, Marinus
Oosten, Ralph
Orange County Water District
Ormonde, Manuel
Ormonde, Pete, Jr.
Ormonde, Viva
Ortega, Adeline B.
Ortega, Bernard Dino
Osterkamp, Joseph S.
Osterkamp, Margaret A.
P I E Water Co.
Palmer, Eva E.
Palmer, Walter E.
Parente, Luis S.
Parente, Mary Borba
Parks, Jack B.
Parks, Laura M.
Patterson, Lawrence E. Estate of
Payne, Clyde H.
Payne, Margo
Pearson, Athelia K.
Pearson, William C.
Pearson, William G.
Pene, Robert
Perian, Miller
Perian, Ona E.
Petrissans, Deanna
Petrissans, George
Petrissans, Jean P.
Petrissans, Marie T.
Pickering, Dora M.
(Mrs. A. L. Pickering)
Pierce, John

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Pierce, Sadie
Pietszak, Sally
Pine, Joe
Pine, Virginia
Pires, Frank
Pires, Marie
Plaa, Jeanne
Plaa, Michel
Plantenga, Agnes
Plantenga, George
Poe, Arlo D.
Pomona Cemetery Assn.
Porte, Cecelia, Estate of
Porte, Garritt, Estate of
Portsmouth, Vera McCarty
Ramella, Mary M.
Ramirez, Concha
Rearick, Hildegard H.
Rearick, Richard R.
Reinalda, Clarence
Reitsma, Greta
Reitsma, Louis
Rice, Bernice
Rice, Charlie E.
Richards, Karin
(Mrs. Ronnie Richards)
Richards, Ronald L.
Ridder, Jennie Wassenaar
Righetti, A. T.
Riley, George A.
Riley, Helen C.
Robbins, Jack K.
Rocha, John M.
Rocha, Jose C.
Rodrigues, John
Rodrigues, Manuel
Rodrigues, Manuel, Jr.
Rodrigues, Mary L.
Rodriquez, Daniel
Rogers, Jack D.
Rohrer, John A.
Rohrer, Theresa D.
Rohrs, Elizabeth H.
Rossetti, M. S.
Roukema, Angeline
Roukema, Ed.
Roukema, Nancy
Roukema, Siebren
Ruderian, Max J.
Russell, Fred J.
Rusticus, Ann
Rusticus, Charles
Rynsburger, Arie
Rynsburger, Berdena, Trust
Rynsburger, Joan Adele
Rynsburger, Thomas

S. P. Annex, Inc.
Salisbury, Elinor J.
Sanchez, Edmundo
Sanchez, Margarita O.
Santana, Joe Sr.
Santana, Palmira
Satragni, John B. Jr.
Scaramella, George P.
Schaafsma Bros.
Schaafsma, Jennie
Schaafsma, Peter
Schaafsma, Tom
Schaap, Andy
Schaap, Ids
Schaap, Maria
Schacht, Sharon C.
Schakel, Audrey
Schakel, Fred
Schmid, Olga
Schmidt, Madeleine
Schoneveld, Evert
Schoneveld, Henrietta
Schoneveld, John
Schoneveld, John Allen
Schug, Donald E.
Schug, Shirley A.
Schuh, Bernatta M.
Schuh, Harold H.

Scott, Frances M.
Scott, Linda F.
Scott, Stanley A.
Scritsmier, Lester J.
Serl, Charles A.
Serl, Rosalie P.
Shady Grove Dairy, Inc.
Shamel, Burt A.
Shelby, Harold E.
Shelby, John A.
Shelby, Velma M.
Shelton, Alice A.
Sherwood, Robert W.
Sherwood, Sheila J.
Shue, Eva
Shue, Gilbert
Sieperda, Anne
Sieperda, James
Sigrist, Hans
Sigrist, Rita
Silveira, Arline L.
Silveira, Frank
Silveira, Jack
Silveira, Jack P. Jr.
Simas, Dolores
Simas, Joe
Singleton, Dean
Singleton, Elsie R.

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Sinnott, Jim	Staal, John
Sinnott, Mildred B.	Stahl, Zippora P.
Slegers, Dorothy	Stampfl, Berta
Slegers, Hubert J.	Stampfl, William
Slegers, Jake	Stanley, Robert E.
Slegers, Jim	Stark, Everett
Slegers, Lenwood M.	Stellingwerf, Andrew
Slegers, Martha	Stellingwerf, Henry
Slegers, Tesse J.	Stellingwerf, Jenette
Smith, Edward S.	Stellingwerf, Shana
Smith, Helen D.	Stellingwerf, Stan
Smith, James E.	Stelzer, Mike C.
Smith, Keith J.	Sterk, Henry
Smith, Lester W.	Stiefel, Winifred
Smith, Lois Maxine	Stiefel, Jack D.
Smith, Marjorie W.	Stigall, Richard L.
Soares, Eva	Stigall, Vita
Sogioka, Mitsuyoshi	Stockman's Inn
Sogioka, Yoshimato	Stouder, Charlotte A.
Sousa, Sam	Stouder, William C.
Southern Pacific Land Co.	Struikmans, Barbara
Southfield, Eddie	Struikmans, Gertie
Souza, Frank M.	Struikmans, Henry Jr.
Souza, Mary T.	Struikmans, Henry Sr.
Spickerman, Alberta	Struikmans, Nellie
Spickerman, Florence	Swager, Edward
Spickerman, Rudolph	Swager, Gerben
Spyksma, John	Swager, Johanna

Swager, Marion
Swierstra, Donald
Swierstra, Fanny
Sybrandy, Ida
Sybrandy, Simon
Sytsma, Albert
Sytsma, Edith
Sytsma, Jennie
Sytsma, Louie
Te Velde, Agnes
Te Velde, Bay
Te Velde, Bernard A.
Te Velde, Bonnie
Te Velde, Bonnie G.
Te Velde, George
Te Velde, George, Jr.
Te Velde, Harm
Te Velde, Harriet
Te Velde, Henry J.
Te Velde, Jay
Te Velde, Johanna
Te Velde, John H.
Te Velde, Ralph A.
Te Velde, Zwaantina, Trustee
Ter Maaten, Case
Ter Maaten, Cleone
Ter Maaten, Steve
Terpstra, Carol
Terpstra, Theodore G.
Teune, Tony
Teunissen, Bernard
Teunissen, Jane
Thomas, Ethel M.
Thommen, Alice
Thommen, Fritz
Tillema, Allie
Tillema, Harold
Tillema, Klaas D.
Timmons, William R.
Tollerup, Barbara
Tollerup, Harold
Trapani, Louis A.
Trimlett, Arlene R.
Trimlett, George E.
Tristant, Pierre
Tuinhout, Ale
Tuinhout, Harry
Tuinhout, Hilda
Tuls, Elizabeth
Tuls, Jack S.
Tuls, Jake
Union Oil Company of California
United Dairyman's Co-op.
Urquhart, James G.
Usle, Cathryn
Usle, Faustino

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V & Y Properties
Vaile, Beryl M.
Valley Hay Co.
Van Beek Dairy Inc.
Van Canneyt Dairy
Van Canneyt, Maurice
Van Canneyt, Wilmer
Van Dam, Bas
Van Dam, Isabelle
Van Dam, Nellie
Van Den Berg, Gertrude
Van Den Berg, Joyce
Van Den Berg, Marinus
Van Den Berg, Marvin
Van Der Linden, Ardith
Van Der Linden, John
Van Der Linden, Stanley
Van Der Veen, Kenneth
Van Diest, Anna T.
Van Diest, Cornelius
Van Diest, Ernest
Van Diest, Rena
Van Dyk, Bart
Van Dyk, Jeanette
Van Foeken, Martha
Van Foeken, William
Van Hofwegan, Steve
Van Hofwegen, Adrian A.
Van Hofwegen, Clara
Van Hofwegen, Jessie
Van Klaveren, A.
Van Klaveren, Arie
Van Klaveren, Wilhelmina
Van Klaveren, William
Van Leeuwen, Arie C.
Van Leeuwen, Arie C.
Van Leeuwen, Arlan
Van Leeuwen, Clara G.
Van Leeuwen, Cornelia L.
Van Leeuwen, Harriet
Van Leeuwen, Jack
Van Leeuwen, John
Van Leeuwen, Letie
Van Leeuwen, Margie
Van Leeuwen, Paul
Van Leeuwen, William A.
Van Ravenswaay, Donald
Van Ryn Dairy
Van Ryn, Dick
Van Surksum, Anthonetta
Van Surksum, John
Van Veen, John
Van Vliet, Effie
Van Vliet, Hendrika
Van Vliet, Hugo
Van Vliet, Klaas

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Vande Witte, George	Vander Laan, Katie
Vanden Berge, Gertie	Vander Laan, Martin Jr.
Vanden Berge, Gertie	Vander Laan, Tillie
Vanden Berge, Jack	Vander Leest, Anna
Vanden Berge, Jake	Vander Leest, Ann
Vanden Brink, Stanley	Vander Meer, Alice
Vander Dussen, Agnes	Vander Meer, Dick
Vander Dussen, Cor	Vander Poel, Hank
Vander Dussen, Cornelius	Vander Poel, Pete
Vander Dussen, Edward	Vander Pol, Irene
Vander Dussen, Geraldine Marie	Vander Pol, Margie
Vander Dussen, James	Vander Pol, Marines
Vander Dussen, John	Vander Pol, William P.
Vander Dussen, Nelvina	Vander Schaaf, Earl
Vander Dussen, Rene	Vander Schaaf, Elizabeth
Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
Vander Dussen, Sybrand Sr.	Vander Schaaf, John
Vander Dussen Trustees	Vander Schaaf, Ted
Vander Eyk, Case Jr.	Vander Stelt, Catherine
Vander Eyk, Case Sr.	Vander Stelt, Clarence
Vander Feer, Peter	Vander Tuig, Arlene
Vander Feer, Rieka	Vander Tuig, Sylvester
Vander Laan, Ann	Vander Veen, Joe A.
Vander Laan, Ben	Vandervlag, Robert
Vander Laan, Bill	Vander Zwan, Peter
Vander Laan, Corrie	Vanderford, Betty W.
Vander Laan, Henry	Vanderford, Claud R.
Vander Laan, James	Vanderham, Adrian

Vanderham, Cornelius	Vestal, J. Howard
Vanderham, Cornelius P.	Visser, Gerrit
Vanderham, Cory	Visser, Grace
Vanderham, E. Jane	Visser, Henry
Vanderham, Marian	Visser, Jess
Vanderham, Martin	Visser, Louie
Vanderham, Pete C.	Visser, Neil
Vanderham, Wilma	Visser, Sam
Vasquez, Eleanor	Visser, Stanley
Veenendaal, Evert	Visser, Tony D.
Veenendaal, John H.	Visser, Walter G.
Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
Verbree, Jack	Von Euw, George
Verbree, Tillie	Von Euw, Marjorie
Verger, Bert	Von Lusk, a limited partnership
Verger, Betty	Voortman, Anna Marie
Verhoeven, Leona	Voortman, Edward
Verhoeven, Martin	Voortman, Edwin J.
Verhoeven, Wesley	Voortman, Gertrude Dena
Vermeer, Dick	Wagner, Richard H.
Vermeer, Jantina	Walker, Carole R.
Vernola Ranch	Walker, Donald E.
Vernola, Anthonietta	Walker, Wallace W.
Vernola, Anthony	Wardle, Donald M.
Vernola, Frank	Warner, Dillon B.
Vernola, Mary Ann	Warner, Minnie
Vernola, Pat F.	Wassenaar, Peter W.
Vestal, Frances Lorraine	Waters, Michael

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Weeda, Adriana
Weeda, Daniel
Weeks, O. L.
Weeks, Verona E.
Weidman, Maurice
Weidman, Virginia
Weiland, Adaline I.
Weiland, Peter J.
Wesselink, Jules
West, Katharine R.
West, Russel
West, Sharon Ann
Western Horse Property
Westra, Alice
Westra, Henry
Westra, Hilda
Westra, Jake J.
Weststeyn, Freida
Weststeyn, Pete
Whitehurst, Louis G.
Whitehurst, Pearl L.
Whitmore, David L.
Whitmore, Mary A.
Whitney, Adolph M.
Wiersema, Harm
Wiersema, Harry
Wiersma, Ellen H.
Wiersma, Gladys J.
Wiersma, Jake
Wiersma, Otto
Wiersma, Pete
Winchell, Verne H., Trustee
Wind, Frank
Wind, Fred
Wind, Hilda
Wind, Johanna
Woo, Frank
Woo, Sem Gee
Wybenga, Clarence
Wybenga, Gus
Wybenga, Gus K.
Wybenga, Sylvia
Wynja, Andy
Wynja, Iona F.
Yellis, Mildred
Yellis, Thomas E.
Ykema-Harmsen Dairy
Ykema, Floris
Ykema, Harriet
Yokley, Betty Jo
Yokley, Darrell A.
Zak, Zan
Zivelonghi, George
Zivelonghi, Margaret
Zwaagstra, Jake
Zwaagstra, Jessie M.
Zwart, Case

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NON-PRODUCER WATER DISTRICTS

Chino Basin Municipal Water District

Chino Basin Water Conservation District

Pomona Valley Municipal Water District

Western Municipal Water District of Riverside County

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DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

Cheryl L. Bain	Roy W. Lantis
Warren Bain	Sharon I. Lantis
John M. Barcelona	Frank Lorenz
Letty Bassler	Dagney H. MacDonald
John Brazil	Frank E. Martin
John S. Briano	Ruth C. Martin
Lupe Briano	Connie S. Mello
Paul A. Briano	Naldiro J. Mello
Tillie Briano	Felice Miller
Arnie B. Carlson	Ted Miller
John Henry Fikse	Masao Nerio
Phyllis S. Fikse	Tom K. Nerio
Lewellyn Flory	Toyo Nerio
Mary I. Flory	Yuriko Nerio
L. H. Glazer	Harold L. Rees
Dorothy Goodman	Alden G. Rose
Sidney D. Goodman	Claude Rouleau, Jr.
Frank Grossi	Patricia M. Rouleau
Harada Brothers	Schultz Enterprises
Ellen Hettinga	Albert Shaw
Hein Hettinga	Lila Shaw
Dick Hofstra, Jr.	Cathy M. Stewart
Benjamin M. Hughey	Marvin C. Stewart
Frieda L. Hughey	Betty Ann Stone
Guillaume Indart	John B. Stone
Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
Perry Kruckenberg, Jr.	Catherene Verburg

Martin Verburg

Donna Vincent

Larry Vincent

Cliff Wolfe & Associates

Ada M. Woll

Zarubica Co.

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EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

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

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EXHIBIT "E"
APPROPRIATIVE RIGHTS

Party	Appropriative Right (Acre Feet)	Share of Initial Operating Safe Yield (Acre Feet)	Share of Operating Safe Yield (Percent)
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Services District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monta Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	1,361.3	947.714	1.728
TOTAL	78,763.8	54,834.000	100.000

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EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of

representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.

6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying (Non-agricultural) Pool or Appropriator Pool, in excess of the pool's share of Safe Yield. During the first five (5) years of operations of the Physical Solution, reasonable efforts shall be made by the Pool Committee to equalize annual assessments.

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

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

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

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

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

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

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

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

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D".) The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.*

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

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

Advisory Committee as a unit, based upon the vote of a majority of said representatives.

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

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

6. Assignment. Rights herein decreed are appurtenant to the land and are only assignable with the land for overlying use thereon; provided, however, that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands.

7. Carry-over. Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised

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

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

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

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EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

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

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

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

4. Advisory Committee Representatives. Ten (10) members of

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

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the Pool Committee shall be designated to represent this pool on the Advisory Committee. Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, shall be entitled to one representative. The remaining members representing the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The remaining two representatives shall exercise equally the voting power proportional to the Pool Committee voting power of all remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriator Pool in attendance in the same proportion as their own respective voting powers.

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

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

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

(a) For production, other than for increased export, within CBMWD or WMWD:

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

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

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

(c) For production within SBVMWD or PVMWD:

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

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

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production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

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

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

(b) Study and Report. At the request of the Pool

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

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

(d) Operation of Assessment. If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those

producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

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

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

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

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

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

(b) Conversion Claims. The following procedures may be utilized by any appropriator:

(1) Record of Land Use Conversion. Any appropriator who undertakes, directly or indirectly, during any year, to permanently provide water service to lands which during the immediate preceding five (5) consecutive years was devoted to irrigated agriculture may report such change in land use or water service to Watermaster. Watermaster shall thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved and the average annual water use during said five-year period.

(2) Establishment of Allocation Percentage. In any year in which unallocated Safe Yield water from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall establish allocable percentages for each appropriator based upon the total of such converted acreage recorded to each such appropriator's account.

(3) Allocation and Notice. Watermaster shall thereafter apply the allocated percentage to the total unallocated Safe Yield water available for special allocation to derive the amount thereof allocable to

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each appropriator; provided that in no event shall the allocation to any appropriator as a result of such conversion claim exceed 50% of the average annual amount of water actually applied to the areas converted by such appropriator prior to such conversion. Any excess water by reason of such limitation on any appropriator's right shall be added to Operating Safe Yield. Notice of such special allocation shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

(4) Administrative Costs. Any costs of Watermaster attributable to administration of such special allocations and conversion claims shall be assessed against appropriators participating in such reporting.

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

(a) Method of Operation. Any appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to

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make up for over production. The purchase price for in lieu water shall be the lesser of:

(1) Watermaster's current cost of replenishment water, whether or not replenishment water is currently then obtainable, plus the cost of spreading; or

(2) The cost of supplemental surface supplies to the appropriator, less

a. said appropriator's average cost of ground water production, and

b. the applicable production assessment were the water produced.

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

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

(b) Designation of In Lieu Areas. The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or

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eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules. Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

14. Rules. The Pool Committee shall adopt rules for

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administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

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EXHIBIT "I"

ENGINEERING APPENDIX

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

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

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

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

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

(a) Accumulated Overdraft. During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical

Solution and resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

(b) Quantitative Limits. In no event shall Operating Safe Yield in any year be less than the Appropriative Pool's share of Safe Yield, nor shall it exceed such share of Safe Yield by more than 10,000 acre feet. The initial Operating Safe Yield is hereby set at 54,834 acre feet per year. Operating Safe Yield shall not be changed upon less than five (5) years' notice by Watermaster.

Nothing contained in this paragraph shall be deemed to authorize, directly or indirectly, any modification of the allocation of shares in Safe Yield to the overlying pools, as set forth in Paragraph 44 of the Judgment.

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

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

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

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

[1] spreading or injection, or

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

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

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

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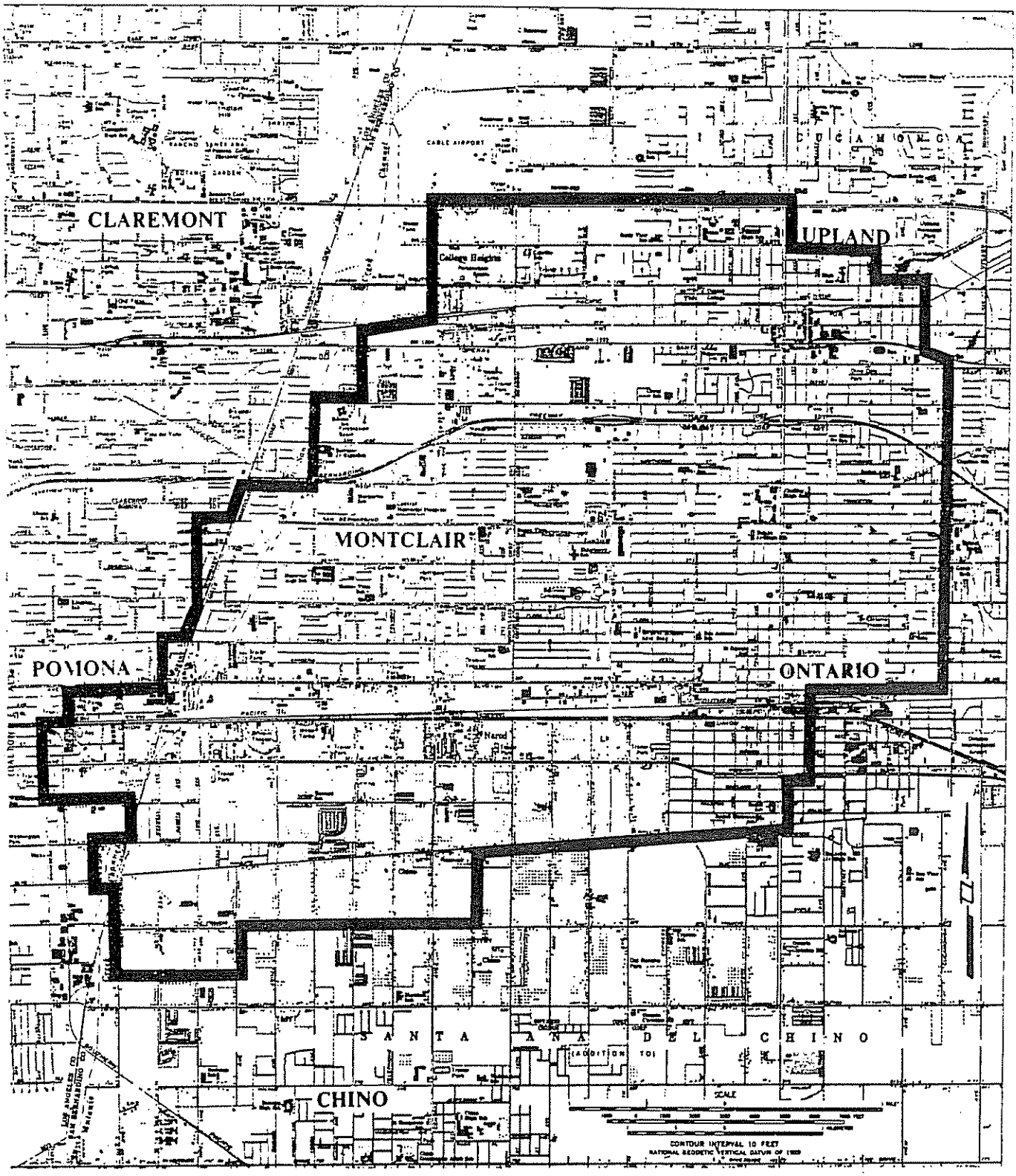


CHINO BASIN

IN LIEU AREA NO. 1

EXHIBIT "J"

LEGAL DESCRIPTION

OF CHINO BASIN

Preamble

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

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

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

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

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

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

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

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

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

Description

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

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

1. Thence Southeasterly to the Southeast corner

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;

3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;

4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;

6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;

7. Thence Northerly to the Northwest corner of said Section 18;

8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;

10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;

11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;

12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;

13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;

14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;

15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;

16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;

17. Thence Southeasterly to the Northwest corner

of Section 25, T1N, R6W;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6w:

31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;

33. Thence Southwesterly to the Southwest corner of Section 36, T 2 S, R 7 W;

34. Thence Southwesterly to the Southeast corner

of Section 3, T3S, R7W;

35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;

50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;

51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;

52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;

53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

Sections Included

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

T1N, R5W - Sections: 30, 31 and 32

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36

T1N, R8W - Sections: 25 and 36

T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32.

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

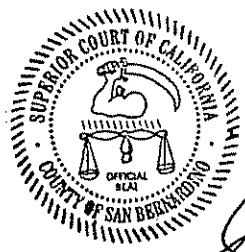
T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20

T3S, R8W - Section: 1.



THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST OCT 2 9 2002

Clerk of the Superior Court of the State of California, in and for the County of San Bernardino

By _____ Deputy

Terry Wittenborn

92 pages