

Superior Court of the State of California
For the County of Orange

ORANGE COUNTY WATER DISTRICT

Plaintiff

vs.

CITY OF CHINO, et al.,

Defendants

NO. 117628

**SETTLEMENT
DOCUMENTS**

STIPULATIONS
RE DISMISSAL OF CERTAIN DEFENDANTS
RE DISMISSAL OF CERTAIN CROSS-DEFENDANTS
FOR JUDGMENT
JUDGMENT
MAP OF SANTA ANA RIVER WATERSHED
ENGINEERING APPENDIX
ORDER APPOINTING WATERMASTER

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT DOCUMENTS

AGREEMENTS

CITY OF SAN BERNARDINO
CITY OF COLTON

1969

WESTERN MUNICIPAL DOCUMENTS

AGREEMENTS

CHINO BASIN MWD
RIVERSIDE FLOOD CONTROL
CITY OF RIVERSIDE
CITY OF CORONA
WMWD & ESBCWD SETTLEMENT
STIPULATION FOR JUDGMENT
JUDGMENT
ORDER APPOINTING WATERMASTER
ESBCWD STIPULATION AS TO
ACCEPTANCE OF JUDGMENT
ORDER AMENDING THE JUDGMENT
TO CLARIFY THE REPLENISHMENT
OBLIGATIONS OF THE PARTIES

**STIPULATIONS RE DISMISSAL
OF
CERTAIN DEFENDANTS**

FILED

APR 17 1968

W. E. ST. JOHN, County Clerk
By Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION AND ORDER
RE DISMISSAL OF
CERTAIN DEFENDANTS

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6
7 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
8 Cross-Complainants,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12
13 SAN BERNARDINO VALLEY MUNICIPAL WATER)
14 DISTRICT, a municipal water district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19
20 CITY OF RIALTO, a municipal corporation,)
21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32

RECITALS

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

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

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

STIPULATION

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

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

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

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

11 3. Support of Conservation Activities. It is recognized
12 that the physical solution in said Judgment contemplates that
13 Orange County Water District and other entities downstream from
14 Prado Dam will have full freedom to engage in any activities for
15 conservation or storage of Storm Flow at or below Prado Reservoir
16 subject only to flood control use. The undersigned defendants
17 hereby covenant and agree not to oppose any project for conservation
18 of Storm Flow in the storage capacity of Prado Reservoir below the
19 514 foot contour above sea level which involves the impounding of
20 Storm Flow in the Reservoir with controlled release at the maximum
21 rate consistent with the hydrological capability of the downstream
22 area to absorb such released flow and avoid waste to the ocean.

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

30 5. Execution in Counterpart. This stipulation may be exe-
31 cuted in counterparts (each counterpart being an exact copy or
32 duplicate of the original) and the signature pages from each

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

Dated: October 1, 1968

PILLSBURY, MADISON & SUTRO
RUTAN & TUCKER

By James Rutan

ORANGE COUNTY WATER DISTRICT

By Henry T. Searles
President

By Joseph W. Owen
Secretary

Leon W. Klossner
City Attorney

CLAYSON, STARK, ROTHROCK & MANN

By Donald W. Stark

CITY OF ONTARIO

By J. J. Lina
Mayor

By Faye Myers
Clerk

Levith B. Roberts
City Attorney

CLAYSON, STARK, ROTHROCK & Mann

By Donald W. Stark

CITY OF CHINO

By Bob B. McLeod
Mayor

By Regent L. Coleman
Clerk

SURR & HELLYER

By John B. Surr

CUCAMONGA COUNTY WATER DISTRICT

By Robert D. ...
President

And Norman ...
Secretary

CITY OF CORONA

By Sam Balbo
Mayor

By Blenda M. Peterson
Clerk

City Attorney

Clerk

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

W E Morris
City Attorney

CLAYSON, STARK, ROTHROCK
& MANN

By Donald D. Stark

CITY OF UPLAND

By George M. Gibson
Mayor

By Donna R. Carpenter
Clerk

WEST END CONSOLIDATED WATER CO.

By Fred Harris

C E Thomas

CHINO BASIN WATER CONSERVATION
DISTRICT

By R. E. Allen

By Robert H. Waller

SAN ANTONIO WATER COMPANY

By P. H. Hancock

C E Thomas

Ernest A. Arnold
City Attorney

CLAYSON, STARK, ROTHROCK
& MANN

By Donald D. Stark

CITY OF LA VERNE

By Edna S. Sunde
Mayor

By Paul S. Sunde
Clerk

CLAYSON, STARK, ROTHROCK & MANN

By

Charles Stark

TEMESCAL WATER COMPANY

By

R. L. Anthony

MEEKS & DALEY WATER COMPANY

By

W. M. Green

AGUA MANSA WATER COMPANY

By

W. M. Green

CORONA FOOTHILL LEMON COMPANY

By

W. M. Green

JOY WATER COMPANY

By

J. J. James

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* * *

Richard C. Brownell
City Attorney

CITY OF POMONA

By

Richard C. Brownell
Mayor

TAYLOR & SMITH

By

Edward Taylor

By

W. M. Green
Clerk

SOUTHERN CALIFORNIA WATER COMPANY

By

R. L. Anthony
R. L. Anthony
Vice President-Operations

* * *

* * *

* * *

CLAYSON, STARK, ROTHROCK
& MANN

By

[Signature]

MONTE VISTA COUNTY WATER DISTRICT

By

[Signature]
President

By

[Signature]
Secretary

SUNKIST GROWERS, INC.

By

[Signature]
SECRETARY

CLAYSON, STARK, ROTHROCK & MANN

By

[Signature]

KAISER STEEL CORPORATION

By

[Signature]
Vice President and Secretary

LONERGAN, JORDAN & GRESHAM

By

[Signature]

CLAYSON, STARK, ROTHROCK & MANN

By

[Signature]

SOUTHWEST WATER COMPANY

By

Walker Hansen, F.V.F.

ETIWANDA WATER COMPANY, a corporation

By

Robert L. Hickox
Secretary

SURR & HELLYER

By John B. Surr

* * *

EAST HIGHLANDS ORANGE COMPANY,
a corporation

By James M. Brown, Secretary

* * *

* * *

KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

* * *

JURUPA COMMUNITY SERVICES
DISTRICT

By Joseph M. Brown

* * *

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KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

* * *

VALENCIA MUTUAL WATER COMPANY

By Marion B. Waller
Secretary

* * *

* * *

KRONICK, MOSKOVITZ, TIEDEMANN
AND GIRARD

Adolph Moskowitz
Adolph Moskowitz

* * *

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

Raymond T. Sullivan
Chairman

ATTEST:

DONALD D. SULLIVAN, Clerk

By Raymond T. Sullivan
Deputy

* * *

* * *

KRONICK, MOSKOVITZ, TIEDEMANN
AND GIRARD

Adolph Moskowitz
Adolph Moskowitz

* * *

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Raymond T. Sullivan
Chairman
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

DONALD D. SULLIVAN, Clerk

By Raymond T. Sullivan
Deputy

* * *

* * *

KRONICK, MOSKOVITZ, TIEDEMANN
and GIRARD

By Adolph Moskowitz
ADOLPH MOSKOVITZ

* * *

BEAUMONT IRRIGATION DISTRICT

By Harold Lutes

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REDWINE AND SHERRILL

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

* * *

WEST SAN BERNARDINO COUNTY
WATER DISTRICT

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

* * *

* * *

CITY OF RIALTO

By Frank Louwer

By Joseph J. Zapata

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RIALTO MUTUAL WATER COMPANY

By Ray A. Cox

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RUNNING SPRINGS COUNTY WATER DISTRICT

By: Al Stunkard
President

Attest

Amey M. Moore
Secretary

(S E A L)

* * *

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Crest Forest County Water District

By: Alvord R. Rouse
President

Attest: James A. McWhorter
Secretary

(S E A L)

* * *

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MUSCOY MUTUAL WATER COMPANY #1

GARST AND DILWORTH

By Ralph E. Hitzel-Pass

By James W. Dilworth
Attorneys for Defendant
MUSCOY MUTUAL WATER COMPANY #1

G. E. Quaternaire
Secy.

* * *

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CITY OF COLTON

By Wilfred E. Kaney
WILFRED E. KANEY
Mayor

ATTEST:

GARST AND DILWORTH

Elizabeth Davis
ELIZABETH DAVIS
City Clerk

By James W. Dilworth
Attorneys for City of Colton

Approved as to form:

Lawrence A. Hutton
LAWRENCE A. HUTTON
City Attorney

* * *

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SURR & HELLYER

FONTANA UNION WATER COMPANY

By John B. Surr

By John F. Comstock
Secretary

* * *

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SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By Carol E. Anderson
President
and E. J. Tibbe
Secretary

Approved:

Paul D. Eastman
Attorney

* * *

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COUNTY OF SAN BERNARDINO

By Ruben S. Ayala
RUBEN S. AYALA, Chairman
Board of Supervisors

SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

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

STANFORD D. HERLICK
County Counsel

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

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BEST, BEST & KRIEGER

By: Arthur L. Littleworth

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WEST RIVERSIDE 350" WATER COMPANY

By: Philip D. Anderson

* * *

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WESTERN HEIGHTS WATER COMPANY, a corporation

By

Carl H. F. J. Rindert

SURR & HELLYER

By

John B. Surr

SOUTH MESA WATER COMPANY, a corporation

By

London A. Greenleaf, President

SURR & HELLYER

By

John B. Surr

NORTH FORK WATER COMPANY, a corporation

By

London A. Greenleaf, President
John L. Giffell, Secretary

SURR & HELLYER

By

John B. Surr

CHAPMAN ASSOCIATES, a partnership

By

C. S. Chapman, Jr.
C. S. Chapman, Jr.
C. S. Chapman, Jr.
C. S. Chapman, Jr., as Trustee

Alice Ellen Chapman
Alice Ellen Chapman

Sued herein as "Marigold Farms
Company"

LANGFORD RANCHES

By

Ernest R. Larsen
Ernest R. Larsen, a partner

IOAMOSA WATER COMPANY, a corporation

By

Charles H. Hellyer, President

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

SOUTHERN CALIFORNIA EDISON COMPANY

By John R. Bury

By Robert M. Coe

Vice President

* * *

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SANTA ANA RIVER DEVELOPMENT COMPANY

By Dudley K. Wright

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

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BIG BEAR MUNICIPAL WATER DISTRICT

By Alexander R. Jones
Counsel

By Harrell H. Atkinson

* * *

* * *

* * *

EAST SAN BERNARDINO COUNTY
WATER DISTRICT

SHERWOOD & DENSLOW GREEN

By Marion R. Jones

By Denslow Green

Denslow Green
Attorneys for East San Bernardino
County Water District.

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BEST, BEST. & KRIEGER

WEST RIVERSIDE 350" WATER COMPANY

By Arthur L. Littlejohn

By Philip D. Littlejohn

* * *

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TAYLOR & SMITH

CITY OF REDLANDS

By Edward Taylor

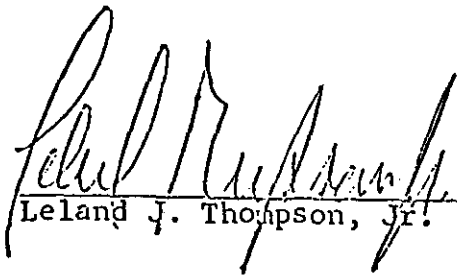
By Walter F. Burroughs
Mayor

By Peggy L. Worsley
Clerk

* * *

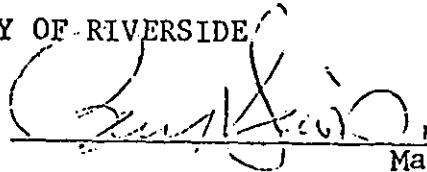
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Leland J. Thompson, Jr.

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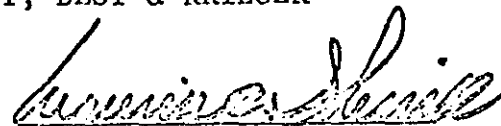
CITY OF RIVERSIDE

By: 
Mayor

* * *

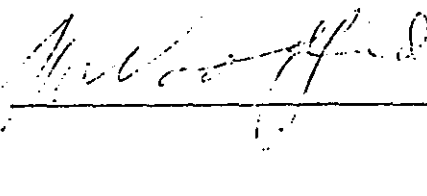
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REDWINE & SHERRILL
BEST, BEST & KRIEGER

By: 

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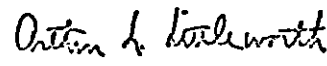
RIVERSIDE HIGHLAND WATER COMPANY

By: 

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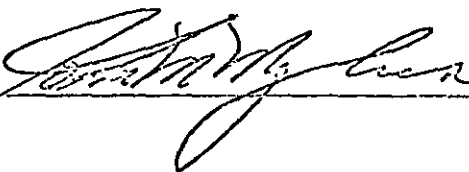
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BEST, BEST & KRIEGER

By: 

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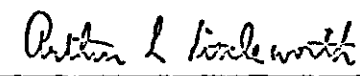
THE GAGE CANAL COMPANY

By: 

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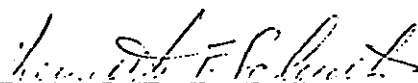
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MILLER AND CARDIN
BEST, BEST & KRIEGER

By: 

* * *

RUBIDOUX COMMUNITY SERVICES
DISTRICT

By: 

* * *

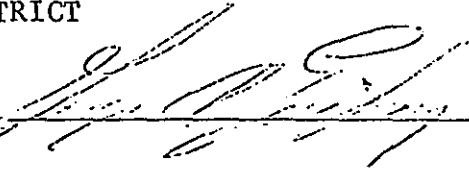
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BEST, BEST & KRIEGER

By: 

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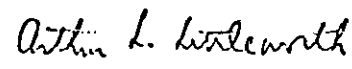
NORCO COMMUNITY SERVICES
DISTRICT

By: 

* * *

* * *

BEST, BEST & KRIEGER

By: 

* * *

LA SIERRA WATER COMPANY

By: 

* * *

* * *

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

By W. R. Holecomb, President

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

CITY OF SAN BERNARDINO

By Al C. Ballouf, Mayor

By John E. Frothingham,
City Clerk

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

* * *

* * *

* * *

BEAR VALLEY MUTUAL WATER COMPANY,
a corporation

By Beth L. Ferguson, Secretary

SURR & HELLYER

By James L. Edwards,
Attorneys for Bear Valley
Mutual Water Company

* * *

* * *

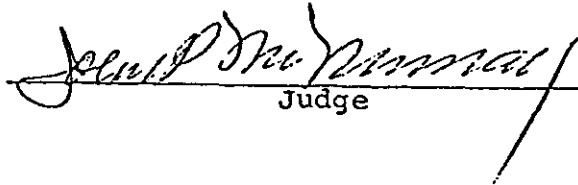
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ORDER OF DISMISSAL

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

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

Dated: APR 17 1969


Judge

STIPULATIONS RE DISMISSAL
OF
CERTAIN CROSS-DEFENDANTS

FILED

APR 17 1969

W. F. ST. JOHN, County Clerk
By Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

STIPULATION RE
DISMISSAL OF CERTAIN
CROSS-DEFENDANTS

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
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12 _____)
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16 v.)
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18 Cross-Defendants.)
19 _____)
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26 _____)
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
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21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25 _____)
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32 _____)

RECITALS

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

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

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

STIPULATION

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

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

1 covenants hereinafter contained.

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

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

19 4. Execution in Counterpart. This stipulation may be exe-
20 cuted in counterparts (each counterpart being an exact copy or
21 duplicate of the original) and the signature pages from each
22 counterpart may be collected by the County Clerk and attached to a
23 single copy of the stipulation for filing. Thereupon said filed
24 document shall be considered as constituting one complete Stipula-
25 tion for Dismissal.

26 Dated: April 16, 1969.

27 CLAYSON, STARK, ROTHROCK & MANN

28
29 By 
30 Attorneys for City of Chino
and Others

31 * * *

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* * *

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

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

By *Leland J. Thompson*
for City of Riverside

* * *

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BEST, BEST & KRIEGER

By *Arthur L. Lindemuth*
for Riverside Highland Water
Company and Rubidoux
Community Services District

* * *

* * *

* * *

CLAYSON, STARK, ROTHROCK & MANN

By *Charles Stark*
for Agua Mansa Water Company
and Meeks & Daley Water
Company

* * *

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KRONICK, MOSKOVITZ & VANDERLAAN

By *Adolph Moskowitz*
for Jurupa Community Services
District, and Valencia
Mutual Water Company

* * *

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* * *

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

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

* * *

* * *

* * *

EAST SAN BERNARDINO COUNTY WATER
DISTRICT, Cross-Complainant.

By: SHERWOOD & DENSLOW GREEN
Attorneys at Law

By: *Denslow Green*

* * *

* * *

* * *

Robert D. Tindal
City Attorney
for the City of Corona

CLAYSON, STARK, ROTHROCK & MANN

By

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

* * *

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SURR & HELLYER

By

John B. Surr
Attorneys for Cross-Complainants
Bear Valley Mutual Water Company
Fontana Union Water Company
Cucamonga County Water District

* * *

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* * *

CITY OF COLTON

By

Wilfred E. Kaney
WILFRED E. KANEY
Mayor

ATTEST:

Elizabeth Davis
ELIZABETH DAVIS
City Clerk

GARST AND DILWORTH

By

James W. Dilworth
Attorneys for City of Colton

Approved as to form:

Lawrence A. Hutton
LAWRENCE A. HUTTON
City Attorney

* * *

* * *

* * *

BOARD OF WATER COMMISSIONERS
CITY OF SAN BERNARDINO

By W. R. Holcomb, President

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

CITY OF SAN BERNARDINO

By Ed C. Ballant
Mayor

By Paul B. Foster
City Clerk

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

* * *

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TAYLOR & SMITH

By Edward T. Taylor
for City of Pomona and
City of Redlands

* * *

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SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By Samuel H. Anderson
President
and E. J. Dibble
Secretary

Approved:
Paul W. Eystrand
Attorney

* * *

* * *

* * *

CITY OF RIALTO

By Frank R. Rinaldi

Joseph J. Rinaldi

* * *

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BIG BEAR MUNICIPAL WATER DISTRICT

Clayton R. Davis By Harold H. Altman
Counsel

* * *

* * *

* * *

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

RUTAN & TUCKER

By Michael L. Leontev
812 N. Broadway
Santa Ana, California

ORANGE COUNTY WATER DISTRICT

By William T. Egan
President

By W. J. O'Brien
Secretary
1629 N. 17th Street, Santa Ana,
California

* * *

* * *

* * *

ATTEST:

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

COUNTY OF ORANGE
By C. M. Featherly
Chairman of its Board of Supervisors

By Michael L. Leontev
Deputy

* * *

* * *

* * *

ORANGE COUNTY FLOOD CONTROL DISTRICT

ATTEST:

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

By C. M. Featherly
Chairman of its Board of Supervisors

By Michael L. Leontev
Deputy

* * *

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CITY OF FOUNTAIN VALLEY

By Edmund P. Martin, City Attorney

* * *

* * *

* * *

CITY OF FULLERTON

ATTEST:

Virginia Fitzsimmons
Fullerton City Clerk

By Louis R. Reinhardt
Louis R. Reinhardt
Mayor

By Anna M. York
Deputy

* * *

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* * *

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

Reece Ballard
REECE BALLARD

* * *

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CITY OF HUNTINGTON BEACH

By Don P. Bonfa
DON P. BONFA
City Attorney

* * *

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* * *

CITY OF LA PALMA

By John J. Hestras
MAYOR

ATTEST:

B. Toni L. Sanchez
Deputy City Clerk

* * *

* * *

* * *

ORANGE COUNTY WATERWORKS DISTRICT NO. 8

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

ATTEST:

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

By *Michael L. Sauter*
Deputy

* * *

* * *

* * *

CITY OF ANAHEIM

By *Joseph B. Bishop*
City Attorney of the
City of Anaheim.

* * *

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* * *

CITY OF BUENA PARK

By *Joe M. Davis*
MAYOR

By *Marguerite C. Carson*
CITY CLERK

* * *

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CITY OF CYPRESS

By *Richard L. Brown*
Mayor

ATTEST:

Frank M. Goff
City Clerk

* * *

* * *

* * *

CITY OF NEWPORT BEACH

By Doreen Marshall
Doreen Marshall, Mayor
Tully V. Seymour
Tully V. Seymour, City Attorney

ATTEST:

Laura Lagios
Laura Lagios, City Clerk

* * *

* * *

* * *

CITY OF ORANGE

By Don E. Smith
MAYOR

ATTEST:

Pauline M. Mason
CITY CLERK

* * *

* * *

* * *

CITY OF SANTA ANA

By William L. Mock
WILLIAM L. MOCK
City Attorney

* * *

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CITY OF SEAL BEACH

By Lea Brown
City Manager

Attest:

April C. Webb
City Clerk

* * *

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* * *

CITY OF WESTMINSTER

By David M. Wherry
Mayor

ATTEST:

Katharine C. Harper
City Clerk

* * *

* * *

* * *

CARPENTER IRRIGATION DISTRICT

By *M. A. Dike* President

By *Melvin D. Chambers* Secretary

* * *

* * *

* * *

SERRANO IRRIGATION DISTRICT

By *J. B. Holditch* President

By *J. H. Collins* Secretary

* * *

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* * *

COSTA MESA COUNTY WATER DISTRICT

By *Paul J. Stuenkel* President

By *Ray Wallace* Secretary

* * *

* * *

* * *

EAST ORANGE COUNTY WATER DISTRICT

By *Ray D. Lewis* President

By *Alexander Burr* Secretary

* * *

* * *

* * *

IRVINE RANCH WATER DISTRICT

By *William H. Coomer* General Manager

* * *

* * *

* * *

YORBA LINDA COUNTY WATER DISTRICT

By *Mervin Wagner* President

By *Jim E. Mathews* Secretary

* * *

* * *

COASTAL MUNICIPAL WATER DISTRICT

By William K. Patrick President ^{P.K.}

By James E. Dwyer Secretary ^{T.E.}

* * *

* * *

* * *

ORANGE COUNTY MUNICIPAL WATER DISTRICT

By Robert M. Allen Vice President

ATTEST:

David A. Boyle
Secretary

* * *

* * *

* * *

SOUTHERN CALIFORNIA WATER COMPANY

By William R. Lee (Executive Vice President)

By Mal. F. J. J. J. Secretary

* * *

* * *

* * *

TUSTIN WATER WORKS

By John A. J. J. Vice President

By Quincy B. J. J. Asst. Secy.

* * *

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* * *

THE IRVINE COMPANY

By John M. J. J. President

By R. J. J. J. Assistant Secretary



* * *

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* * *

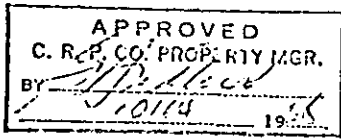


CONSOLIDATED ROCK PRODUCTS COMPANY

By

W. H. Root

PRESIDENT




ORDER OF DISMISSAL

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

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

Dated: APR 17 1959


Judge

STIPULATIONS FOR JUDGMENT

FILED

APR 17 1969

W. E. ST. JOHN, County Clerk
By Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,
Plaintiff,

v.

CITY OF CHINO, et al.,
Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,
Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,
Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,
Cross-Defendants.

No. 117628

STIPULATION
FOR JUDGMENT

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6 _____)
7 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
8 Cross-Complainants,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12 _____)
13 SAN BERNARDINO VALLEY MUNICIPAL WATER)
14 DISTRICT, a municipal water district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19 _____)
20 EAST SAN BERNARDINO COUNTY WATER)
21 DISTRICT, a county water district,)
22 Cross-Complainant,)
23 v.)
24 CITY OF ANAHEIM, et al.,)
25 Cross-Defendants.)
26 _____)
27 CITY OF SAN BERNARDINO, a municipal)
28 corporation,)
29 Cross-Complainant,)
30 v.)
31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

1 CITY OF REDLANDS, a municipal corporation,)
2 Cross-Complainant,)
3 v.)
4 CITY OF ANAHEIM, et al.,)
5 Cross-Defendants.)
6
7 CITY OF COLTON, a municipal corporation,)
8 Cross-Complainant,)
9 v.)
10 CITY OF ANAHEIM, et al.,)
11 Cross-Defendants.)
12
13 SAN BERNARDINO VALLEY WATER CONSERVATION)
14 DISTRICT, a water conservation district,)
15 Cross-Complainant,)
16 v.)
17 CITY OF ANAHEIM, et al.,)
18 Cross-Defendants.)
19
20 CITY OF RIALTO, a municipal corporation,)
21 Cross-Complainant,)
22 v.)
23 CITY OF ANAHEIM, et al.,)
24 Cross-Defendants.)
25
26 BIG BEAR MUNICIPAL WATER DISTRICT, a)
27 municipal water district,)
28 Cross-Complainant,)
29 v.)
30 CITY OF ANAHEIM, et al.,)
31 Cross-Defendants.)
32

RECITALS

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

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

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

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

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

10 5. Prior Agreements. OCWD is the successor in interest to
11 the rights of Anaheim Union Water Company and the Santa Ana Valley
12 Irrigation Company, and, to the extent of its ownership of certain
13 lands formerly held by the Santa Ana River Development Company,
14 also to the rights of such company, in and to the following des-
15 cribed written agreements. OCWD, for itself and as such successor
16 in interest to said company, does hereby waive and release all
17 right, title and interest in and to said agreements and the en-
18 forcement thereof. Such agreements are described as follows:

19 (a) Agreement dated August 25, 1910, and
20 amended May 12, 1917, between the Santa Ana River
21 Development Company, the Santa Ana Valley Irriga-
22 tion Company, the Anaheim Union Water Company, and
23 The Gage Canal Company.

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

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

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

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

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

Dated:

PILLSBURY, MADISON & SUTRO

By James H. Madson
225 Bush Street
San Francisco, California

RUTAN & TUCKER

By Michael H. Rutan
811 North Broadway
Santa Ana, California

ORANGE COUNTY WATER DISTRICT

By Henry T. Engstrom
President
By Angela W. Owen
Secretary

1629 West 17th Street
Santa Ana, California

CLAYSON, STARK, ROTHROCK & MANN

By Charles Stark
601 South Main Street
Corona, California

CHINO BASIN MUNICIPAL WATER DISTRICT

By Carl B. Mancipal
President
By Ernest L. Rockwell
Secretary

8555 Archibald Avenue
Cucamonga, California

MC DONOUGH, HOLLAND, SCHWARTZ,
ALLEN & WAHRHAFTIG

By Matthias McDonough
520 Capitol Mall
Sacramento, California

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By Paul S. Brundman
President
By S. R. Wallace
Secretary

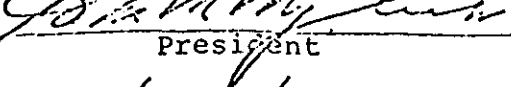
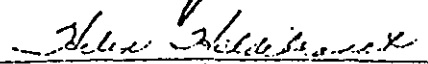
1350 South "E" Street
San Bernardino, California

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BEST, BEST & KRIEGER

By Arthur L. Dialworth
4200 Orange Street
Riverside, California

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE COUNTY

By 
President
By 
Secretary

6377 Riverside Avenue
Riverside, California

JUDGMENT

FILED
APR 17 1969
W. E. ST JOHN, County Clerk
C. B. [Signature] Deputy

ENTERED IN
JUDGMENT BOOK

No. 262 Page 303
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CITY OF CHINO, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CORONA FOOTHILL LEMON COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF POMONA, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

No. 117628

JUDGMENT

1 CITY OF RIVERSIDE, et al.,)
2 Cross-Complainants,)
3 v.)
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31 CITY OF ANAHEIM, et al.,)
32 Cross-Defendants.)

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3 v.))
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7 CITY OF COLTON, a municipal corporation,))
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14 DISTRICT, a water conservation district,))
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18 Cross-Defendants.))
19 _____))
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21 Cross-Complainant,))
22 v.))
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24 Cross-Defendants.))
25 _____))
26 BIG BEAR MUNICIPAL WATER DISTRICT, a))
27 municipal water district,))
28 Cross-Complainant,))
29 v.))
30 CITY OF ANAHEIM, et al.,))
31 Cross-Defendants.))
32 _____))

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EXHIBITS

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"A" -- Map entitled "Santa Ana River Watershed"

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1. <u>Measurements</u>	20
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b. Riverside Narrows Accounting	23

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

8 e. Parties. Orange County Water District, Chino Basin
9 Municipal Water District, Western Municipal Water District of
10 Riverside County and San Bernardino Valley Municipal Water District
11 are public districts overlying, in the aggregate, substantially all
12 of the major areas of water use within the watershed. Said dis-
13 tricts have the statutory power and financial resources to imple-
14 ment a physical solution. Accordingly, dismissals have been entered
15 as to all defendants and cross-defendants other than said four pub-
16 lic districts.

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

22 DECREE

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

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

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

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

31 (b) Exhibit B -- Engineering Appendix.

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

1 terms shall have the meanings herein set forth:

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

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

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

15 (d) SBVMWD -- San Bernardino Valley Municipal Water
16 District, appearing and acting pursuant to said Section
17 71751.

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

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

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

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

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

28 (j) Storm Flow -- That portion of the total sur-
29 face flow passing a point of measurement, which orig-
30 inates from precipitation and runoff without having
31 first percolated to ground water storage in the zone
32 of saturation, calculated in accordance with procedures

referred to in Exhibit B.

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

(1) At Prado. Base Flow shall:

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

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

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

(2) At Riverside Narrows. Base Flow shall:

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

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

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

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

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

8 (n) Adjusted Base Flow -- Actual Base Flow in
9 each year adjusted for quality as provided herein-
10 below. Compliance with the respective obligations
11 under Paragraph 5 shall be measured by the Adjusted
12 Base Flow.

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

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

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD
3 shall be responsible for the delivery of an average
4 annual amount of Base Flow at Riverside Narrows.
5 CBMWD and WMWD shall jointly be responsible for an
6 average annual amount of Base Flow at Prado. Inso-
7 far as Lower Area claimants are concerned, Upper Area
8 water users and other entities may engage in unlimited
9 water conservation activities, including spreading,
10 impounding and other methods, in the area above Prado
11 Reservoir, so long as Lower Area receives the water
12 to which it is entitled under the Judgment and there
13 is compliance with all of its provisions. Lower Area
14 water users and other entities may make full conser-
15 vation use of Prado Dam and reservoir, subject only
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-
18 sponsible for an average annual Adjusted Base Flow
19 of 15,250 acre feet at Riverside Narrows. A contin-
20 uing account, as described in Exhibit B, shall be
21 maintained of actual Base Flow at Riverside Narrows,
22 with all adjustments thereof and any cumulative debit
23 or credit. Each year the obligation to provide Base
24 Flow shall be subject to the following:

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

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

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

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

Where: Q = Base Flow actually received.

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

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

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

5 (1) Minimum Annual Quantities. Without
6 regard to any cumulative credits, or any adjust-
7 ments for quality for the current Water Year
8 under subparagraph (2) hereof, CBMWD and WMWD
9 each year shall be responsible for not less than
10 37,000 acre feet of Base Flow at Prado, plus one-
11 third of any cumulative debit; provided, however,
12 that for any year commencing on or after October 1,
13 1986, when there is no cumulative debit, or for
14 any year prior to 1986 whenever the cumulative
15 credit exceeds 30,000 acre feet, said minimum
16 shall be 34,000 acre feet.

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

22 If the Weighted Average	Then the Adjusted Base
23 TDS in Base Flow and	Flow shall be deter-
Storm Flow at Prado is:	mined by the formula:
24 Greater than 800 ppm	$Q - \frac{35}{42,000} Q \text{ (TDS-800)}$
25	
26 700 ppm - 800 ppm	Q
27	
28 Less than 700 ppm	$Q + \frac{35}{42,000} Q \text{ (700-TDS)}$

29 Where: Q = Base Flow actually received.

30 (3) Periodic Reduction of Cumulative Debit.
31 At least once in ten (10) consecutive years sub-
32 sequent to October 1, 1976, CBMWD and WMWD shall

1 provide sufficient quantities of Base Flow at
2 Prado to discharge completely any cumulative
3 debits. Any cumulative credits shall remain
4 on the books of account until used to offset
5 any subsequent debits, or until otherwise dis-
6 posed of by CBMWD and WMWD.

7 (d) Inter-basin Export. Upper Districts are
8 hereby restrained and enjoined from exporting water
9 from Lower Area to Upper Area, directly or indirectly.
10 OCWD is enjoined and restrained from pumping, produc-
11 ing and exporting or directly or indirectly causing
12 water to flow from Upper to Lower Area, except as to
13 salvage of evapo-transpiration losses, as follows:
14 OCWD owns certain lands within and above Prado Reser-
15 voir on which it has or claims certain rights to sal-
16 vage evapo-transpiration losses by pumping or otherwise.
17 Pumping for said salvage purposes shall not exceed
18 5,000 acre feet of ground water in any water year.
19 Only the actual net salvage, as determined by the
20 Watermaster, shall be excluded from Base Flow.

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

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

32 6. Prior Adjudications. So long as SBVMWD is in

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

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

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

20 7. Watermaster. The Watermaster, when appointed by the
21 Court, shall administer and enforce the provisions of this Judg-
22 ment and the instructions and subsequent orders of this Court.

23 (a) Composition, Nomination and Appointment.

24 The Watermaster shall consist of a committee com-
25 posed of five (5) persons. CBMWD, WMWD and SBVMWD
26 shall each have the right to nominate one represen-
27 tative and OCWD shall have the right to nominate
28 two (2) representatives to the Watermaster committee.
29 Each such nomination shall be made in writing, served
30 upon the other parties to the Stipulation for this
31 Judgment and filed with the Court. Said Watermaster
32 representatives shall be appointed by and serve at

1 the pleasure of and until further order of this Court.

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

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

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

31 OCWD - 40%

32 CBNWD - 20%

1 SBVMWD - 20%
2 WMWD - 20%

3 The Watermaster may from time to time in its discre-
4 tion require advances of operating capital from the
5 parties in said proportions.

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

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

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

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


1 Judgment shall be given or made by written document and shall be
2 served by mail on each party and its attorney entitled to notice
3 and where required or appropriate, on the Watermaster. For all
4 purposes of this paragraph, the mailing address of each party and
5 attorney entitled to notice shall be that set forth below its sig-
6 nature in the Stipulation for Judgment, until changed as provided
7 below. If any party or attorney for a party desires to change its
8 designation of mailing address, it shall file a written notice of
9 such change with the Clerk of this Court and shall serve a copy
10 thereof by mail on the Watermaster. Upon receipt of any such
11 notice, the Watermaster shall promptly give written notice there-
12 of. Watermaster addresses for notice purposes shall be as speci-
13 fied in the orders appointing each representative on the Water-
14 master.

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

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

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

3 Dated: April 17, 1969

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6 Judge
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MAP OF SANTA ANA RIVER WATERSHED

ENGINEERING APPENDIX

ENGINEERING APPENDIX

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

1. Measurements.

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

a. Change in Measuring Device or Location.

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

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

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

2. Determination of Flow Components.

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

1 Narrows is Storm Flow and what portion is Base Flow.

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

7 The parties, in reaching the physical solution provided for
8 in the Judgment, used certain procedures to separate or scalp the
9 Storm Flow from the total measured surface flow and to determine
10 Base Flow. These procedures are reflected in the Work Papers of
11 the engineers, bound copies of which shall be filed with the Water-
12 master. Watermaster shall use either the same procedures or pro-
13 cedures which will give equivalent results, giving due considera-
14 tion to all sources of the surface flow measured at the gages, to
15 changes in the amounts and the proportionate contributions of each
16 source, and to changes in location of measuring points.

17 3. Water Quality Determinations.

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

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

27 a. Procedure at Prado.

28 (1) Determinations of the electrical
29 conductivity at 25°C. near the gaging sta-
30 tion at Prado shall be made or obtained.

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

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

8 (3) The annual weighted average TDS of
9 all waters passing Prado shall be determined.
10 Any direct deliveries or flows which are in-
11 cluded or excluded in the definition of Base
12 Flow as set forth in paragraph 3(k) of the Judg-
13 ment, shall be similarly included or excluded in
14 the calculation of the annual weighted average
15 TDS.

16 b. Procedure at Riverside Narrows. The proced-
17 ure to adjust Base Flow at Riverside Narrows shall
18 be the same as that outlined in paragraph a. above,
19 except that the annual weighted average TDS of Base
20 Flow only is to be determined. Therefore during
21 periods of Storm Flow, the TDS of Base Flow shall
22 be estimated.

23 4. Accounting.

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

28 a. Prado Accounting.

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

- 1 (2) Annual Weighted TDS of Total Flow
2 at Prado. See Paragraph 3a of this Engineer-
3 ing Appendix.
- 4 (3) Annual Adjusted Base Flow. See Para-
5 graph 5(c)(2) of the Judgment and items (1)
6 and (2) above.
- 7 (4) Cumulative Adjusted Base Flow. This
8 is the cumulation of quantities shown in item (3)
9 above.
- 10 (5) Cumulative Entitlement of OCWD at Prado.
11 This is the product of 42,000 acre feet multi-
12 plied by the number of years after October 1,
13 1970.
- 14 (6) Cumulative Credit or Debit. This is
15 item (4) minus item (5).
- 16 (7) One-third of Cumulative Debit. This is
17 equal to one-third of any cumulative debit shown
18 in item (6) above.
- 19 (8) Minimum Required Base Flow in Follow-
20 ing Year. This is the minimum quantity of Base
21 Flow at Prado which CBMWD and WMWD must jointly
22 cause to occur in the following year determined
23 in accordance with paragraph 5(c)(1) of the
24 Judgment and utilizing item (7) above.
- 25 b. Riverside Narrows Accounting.
- 26 (1) Base Flow at Riverside Narrows.
27 See Paragraph 2 of this Engineering Appendix
28 and Paragraph 3(k) of the Judgment.
- 29 (2) Annual Weighted TDS of Base Flow at
30 Riverside Narrows. See Paragraph 3b of this
31 Engineering Appendix.
- 32 (3) Annual Adjusted Base Flow. See

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

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

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

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

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

15 (8) Minimum Required Base Flow in Follow-
16 ing Year. This is the minimum quantity of
17 Base Flow at Riverside Narrows which SBVMWD
18 must cause to occur in the following year deter-
19 mined in accordance with Paragraph 5(b)(1) of
20 the Judgment and utilizing item (7) above.

ORDER APPOINTING WATERMASTER

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

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

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

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ORANGE
13

14 ORANGE COUNTY WATER DISTRICT,

15 Plaintiff,

16 vs.

17 CITY OF CHINO, et al.,

18 Defendants.

19 CITY OF CHINO, et al.,

20 Cross-Complainants,

21 vs.

22 CITY OF ANAHEIM, et al.,

23 Cross-Defendants.
24

NO. 117628

ORDER

APPOINTING

WATERMASTER

25 Section 7 of the Judgment herein providing for the appoint-
26 ment of a Watermaster, consisting of a committee composed of five
27 persons, one of which to be nominated each by Chino Basin Municipi-
28 pal Water District, Western Municipal Water District, San Bernar-
29 dino Valley Municipal Water District, and two by the Orange County
30 Water District; and

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

1 Chino Basin Municipal
Water District WILLIAM J. CARROLL,
2
3 Western Municipal Water
District ALBERT A. WEBB,
4 San Bernardino Valley
Municipal Water District CLINTON HENNING,
5
6 Orange County Water
District JOHN M. TOUPS,
7 MAX BOOKMAN,

8 and GOOD CAUSE APPEARING THEREFOR;

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

14
15 WILLIAM J. CARROLL
16 ALBERT A. WEBB
17 CLINTON HENNING
18 JOHN M. TOUPS
19 MAX BOOKMAN
20

21 DATED: April 23, 1969
22
23

24 JOHN P. McMURRAY
JUDGE OF THE SUPERIOR COURT
25
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**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT DOCUMENTS**

**AGREEMENT WITH
CITY OF SAN BERNARDINO**

RESOLUTION NO. 9753

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

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

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

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

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

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

AYES: Bayartian, Legendre, Fayer, Katone,
Hendley, Rubin, Gregory, Aligul
NOES: None ABSENT: None

Jack T. Felton
City Clerk

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

Al C. B. Allard
Mayor of the City of San Bernardino

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

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

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

Jack T. Felton
City Clerk

(SEAL)

1 A G R E E M E N T

2
3 THIS AGREEMENT, made and entered into at San Bernardino,
4 California, this 10th day of April , 1969,
5 by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,
6 organized and existing under the Municipal Water District Act of
7 1911, as amended (hereinafter called "VALLEY DISTRICT"), and the
8 CITY OF SAN BERNARDINO, a municipal corporation (hereinafter desig-
9 nated as "CITY"),

10 W I T N E S S E T H:
11
12

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

20 WHEREAS, the City is located within the boundaries of
21 VALLEY DISTRICT and has secured a water supply by means of wells and
22 surface diversions, and is currently delivering the same to land-
23 owners within the CITY; and

24 WHEREAS, CITY'S prescriptive rights have been limited to
25 14,625.01 acre feet annually by court order, Superior Court of the
26 State of California, County of San Bernardino, entitled: "ORANGE
27 COUNTY WATER DISTRICT v. CITY OF RIVERSIDE, et al.," No. 84671; and

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

32 WHEREAS, VALLEY DISTRICT is now desirous of entering

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

5 WHEREAS, VALLEY DISTRICT recognizes the injustice and
6 lack of equity existing in a situation where the CITY'S pumping with-
7 in said VALLEY DISTRICT has been curtailed and the CITY has been pre-
8 vented in developing its water rights by pumping, although most other
9 water users within VALLEY DISTRICT were not so limited; and

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

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

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

17 1. That the term "Prescriptive Water Right" as applied
18 herein (with respect to the water rights of the CITY), shall refer
19 to the CITY'S prescriptive right as of January 1, 1969, which would
20 include the prescriptive right of the CITY as it was recognized in
21 Action No. 484,671 and as it existed on January 1, 1964, and all
22 rights or beneficial interests therein acquired--by agreement, pur-
23 chase, or otherwise, and any right to produce water for land sup-
24 plied by the CITY under a claim of overlying right, EXCEPTING ONLY
25 those specific rights acquired by the CITY, specified in Appendix
26 "A", attached hereto, and also EXCEPTING those leasehold rights tem-
27 porarily acquired by the CITY. Those rights so excepted are rights
28 which the City possesses in addition to its prescriptive right.

29 2. In the event:

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

1 prescriptive water right is an amount
2 less than 22,000 acre feet; or
3 (b) there shall be any determination for
4 purposes of delivery of supplemental
5 water by VALLEY DISTRICT that the
6 prescriptive water right of CITY is
7 less than 22,000 acre feet;
8 then VALLEY DISTRICT agrees to import, for the account of CITY, and
9 supply to the ground water resources from which CITY'S wells take
10 water, at no cost to CITY, water on the basis of 1 acre foot for
11 every 2 acre feet of water discharged by said CITY in the form of
12 effluent, up to the amount of the difference between:
13 (a) 22,000 acre feet per year;
14 and
15 (b) the amount to which the CITY shall be
16 limited, or, if there is no limitation,
17 which shall be recognized in the
18 determination.
19 3. If the CITY transfers or otherwise disposes of the
20 water rights that make up the prescriptive right, then the 22,000
21 acre-foot figure hereinabove referred to shall be reduced by the
22 same amount that the CITY disposes of in such sale or transfer.
23 Transfer to a successor water agency charged with the responsibil-
24 ity of providing water to the citizens of the CITY, however, shall
25 not be deemed a "Transfer" within the meaning of this section,
26 and such water rights shall continue to be included in the total.
27 -----
28 -----
29 -----
30 -----
31 -----
32 -----

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

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

12 6. VIYY agrees to continue to discharge from its sewage
13 plants to the stream bed of the Santa Ana River at least 16,000
14 acre feet of effluent each year in the manner presently being done
15 for the use and benefit of VALLEY DISTRICT in meeting its obliga-
16 tions under any agreement with downstream interests. Such ef-
17 fluent shall not be of a lesser quality than will meet the present
18 requirements of the Santa Ana River Regional Water Quality Control
19 Board. Any effluent discharged under this provision shall be
20 counted in computing VALLEY DISTRICT'S obligation under Paragraph
21 "2", hereinabove.

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

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

1 related with the attempted enforcement of such action.

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

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

12 SAN BERNARDINO VALLEY
13 MUNICIPAL WATER DISTRICT

14 By Joseph E. Bonbraman
15 President

CITY OF SAN BERNARDINO

By W. C. Ballant
Mayor

16 Countersigned:

17 By Le Roy Holman
18 Secretary

Attest:

By Jack D. Fulton
City Clerk

19 WITNESSING
20 DATE: June 2, 1969

WITNESSING
DATE: April 14, 1969

21 WATER COMMISSION OF THE
22 CITY OF SAN BERNARDINO

23 By [Signature]
Chairman

24 Countersigned:

25 By Robert B. Kressel
26 Secretary

27 WITNESSING
28 DATE: April 10, 1969

32

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Total Stock in Company	537.5 shares
City-owned	58 shares

Total Stock in Company	500	shares
City-owned	497	shares

Total Stock in Company	4423	shares
City-owned	581	shares

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

Well acquired by the City.

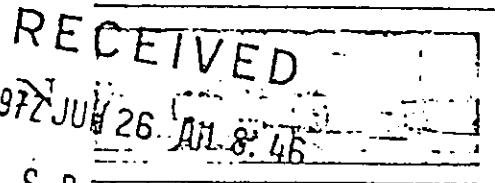
Acquired water rights by grant deed.

**AGREEMENT WITH
CITY OF COLTON**

CITY OF COLTON

DEPARTMENT OF PUBLIC WORKS

60 North La Cadena Drive • Colton, California 92324 •



Telephone (909) 825-3110, Ext. 31

TRANSMITTAL FORM

TO: San Bernardino Valley Municipal Water Dist.

Date: June 23, 1972

P. O. Box 5906

Re: Agreement in connection with Orange

San Bernardino, California 92408

County Water District litigation

Attention: Mr. James W. Dilworth
General CounselWe transmit to you: ☐ Separately☒ Enclosed

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

Purpose: ☐ Per your request☐ Approved☐ For your use☐ Approved as noted☐ For checking☐ Returned for correction☐ For approval☐

Remarks:

SEE SBVMWD
ORIG. DOCUMENT FILECITY OF COLTON
Department of Public WorksBy DANIEL H BURNETT JR
Director of Public Works

COPIES TO	BACON	<input type="checkbox"/>
	BLAVER	<input type="checkbox"/>
	BRYDEN	<input type="checkbox"/>
	CHANDLER	<input type="checkbox"/>
	DEWORTH	<input type="checkbox"/>
	FLETCHER	<input type="checkbox"/>
	KING	<input type="checkbox"/>
	KLITZ	<input type="checkbox"/>
	DIRECTORS	<input type="checkbox"/>
	AGENDA	<input type="checkbox"/>
READING FILE		<input type="checkbox"/>

SBVMWD INCOMING
CORRESPONDENCE 492

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

2. In the event:

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

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

- (a) 4,800 acre feet per year;
- and
- (b) the amount to which the CITY shall be limited, or, if there is no limitation, which shall be recognized in the determination.

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

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

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

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

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

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

Basin Regional Water Quality Control Board.

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

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

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

CITY OF COLTON

By

Joseph E. Brindman
President

By

Albert E. Bette
Mayor

Countersigned:

Attest:

By

LeRoy Walmer
Secretary

By

Helena A. Ramos
City Clerk

WITNESSING

DATE: June 5, 1972

WITNESSING

DATE: June 20, 1972

APPENDIX "A"

1. La Sierra Water Co.

Total Stock in Company 10,000.00 shares

City-owned 1,321.36 shares

II. Indian Knoll Farm and Dairy Rights

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

1 RESOLUTION NO. 3248

2
3 BE IT RESOLVED by the City Council of the City of Colton that
4 the Water Agreement by and between San Bernardino Valley Municipal Water
5 District and the City of Colton in connection with the Orange County Water
6 District litigation is hereby accepted.

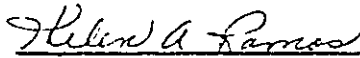
7
8 BE IT FURTHER RESOLVED by the City Council of the City of
9 Colton that the Mayor and City Clerk be and they are hereby authorized
10 to sign, for and on behalf of the City of Colton the said Agreement.

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

12
13 

14 ABE E. BELTRAN
15 Mayor

16 ATTEST:

17 

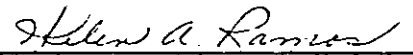
18 HELEN A. RAMOS
19 City Clerk

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

23 AYES: Councilmen Huntton, Spragins, Beltran, Fuchs,
24 Gonzales

25 NOES: None

26 ABSENT: None

27 

28 HELEN A. RAMOS
29 City Clerk
30
31
32

WESTERN MUNICIPAL DOCUMENTS

AGREEMENTS

AGREEMENT WITH
CHINO BASIN MUNICIPAL WATER DISTRICT

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

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

RECITALS

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

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

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

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

COVENANTS

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

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

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

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

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

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

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

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

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

a. CBMWD's Adjusted Primary Contribution

shall be derived by the following formula:

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

b. WAWD's Adjusted Primary Contribution

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

(1) Riverside Narrows

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

(2) Corona Basin

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

Where: Q = Primary Contribution actually delivered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to Form:

CLAYSON, STARK, ROTHROCK & MANN

By *Donald Stark*
Attorneys for Chino Basin
Municipal Water District

CHINO BASIN MUNICIPAL WATER
DISTRICT

By *Carl B. Macintosh*
President
By *Ernest L. Krichlow*
Secretary

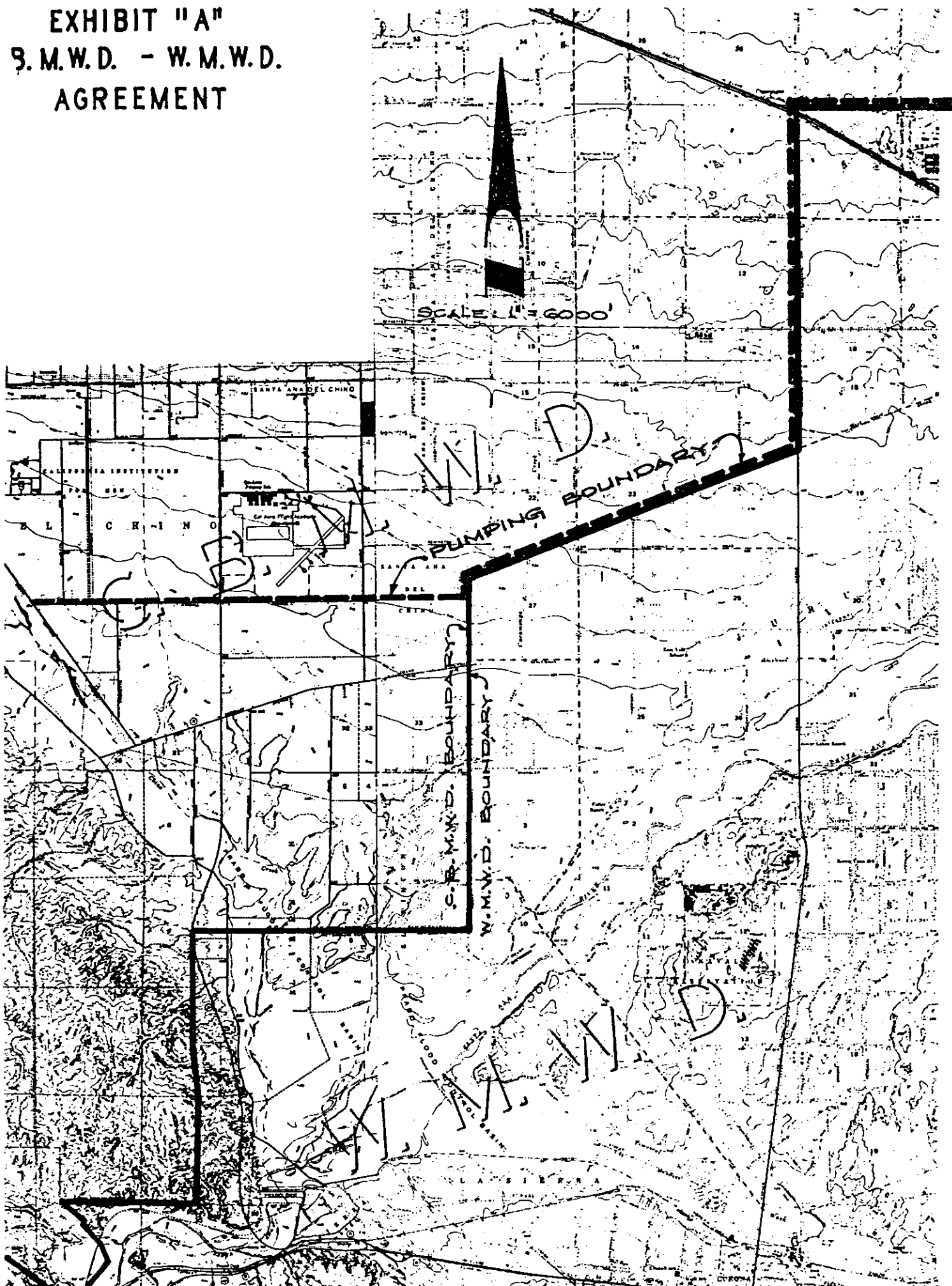
BEST, BEST & KRIEGER

By *Arthur L. Littleworth*
Attorneys for Western
Municipal Water District
of Riverside County

WESTERN MUNICIPAL WATER DIS-
TRICT OF RIVERSIDE COUNTY

By *John M. McLaughlin*
President
By *John J. McLaughlin*
Secretary

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



RIVERSIDE COUNTY FLOOD CONTROL

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

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

Dated: March 24, 1969.

*Approved as to form
Arthur L. Littleworth*

WESTERN MUNICIPAL WATER DISTRICT

By: *[Signature]*

CHINO BASIN MUNICIPAL WATER DISTRICT

By: *[Signature]*

COUNTY OF RIVERSIDE

Raymond T. Seely

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: *Raymond T. Seely*

*Approved as to form
Donald Stach*

CITY OF RIVERSIDE

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

Where Q = the amount of effluent actually delivered.

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

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

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

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

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

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

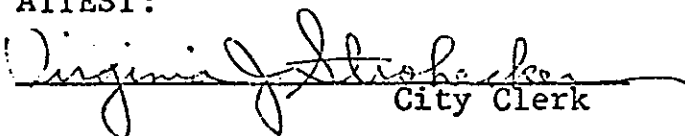
commitment made herein; provided that such effluent is used to offset the reduction in pumping; or in the alternative, it shall have the right to offset such reduction by increasing its pumping elsewhere in the river system up to a maximum of 3000 acre feet per year without liability to Western for any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

CITY OF RIVERSIDE

By: 

Mayor

ATTEST:


City Clerk

WESTERN MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY

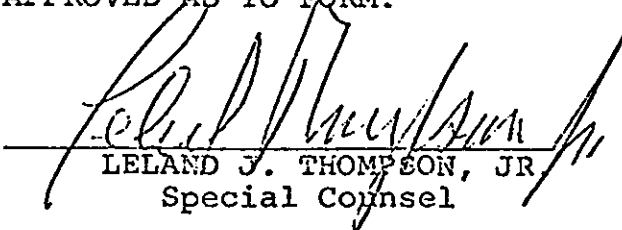
By: 

President

By: 

Secretary

APPROVED AS TO FORM:


LELAND J. THOMPSON, JR.
Special Counsel

CITY OF CORONA

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

Where Q = the amount of effluent actually delivered.

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

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

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

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

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

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

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

CITY OF CORONA

By *Samuel Bolles*
Mayor

ATTEST:

Blenda M. Peterson
City Clerk

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

By *Samuel Bolles*
President

By *John H. H. H. H.*
Secretary

WMWD AND ESBCWD SETTLEMENT

STIPULATION FOR JUDGMENT

APR 17 1969

DONALD O. SULLIVAN, Clerk
By [Signature] Deputy

CLAYSON, STARK, ROTHROCK & MANN
ATTORNEYS AT LAW
LAW BUILDING
601 SOUTH MAIN STREET
P. O. BOX 670
CORONA, CALIFORNIA 91720
737-1810
688-7241

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER)
DISTRICT OF RIVERSIDE)
COUNTY, et al.,)
Plaintiff,)
v.)
EAST SAN BERNARDINO COUNTY)
WATER DISTRICT, et al.,)
Defendants.)

78426
No. 784726

4/17/69

STIPULATION FOR JUDGMENT

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

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

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

(3) Each party to this stipulation expressly

APR-21-69

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1 waives findings of fact and conclusions of law in
2 support of the Judgment, and specifically waives any
3 right to appeal therefrom; provided that nothing
4 herein contained shall be deemed to restrict or im-
5 pair the rights of any parties in relation to any
6 proceeding which may hereafter be undertaken in connec-
7 tion with the exercise of the Court's reserved juris-
8 diction or determinations of the Watermaster.

9 Dated: April 17, 1969.

10
11 SAN BERNARDINO VALLEY
12 MUNICIPAL WATER DISTRICT

13 By Joseph E. Benachman
14 President

BEST, BEST & KRIEGER

By Arthur d. Littleworth
for Western Municipal Water
District of Riverside County

15 and LeRoy Woodhead
16 Secretary

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

17 Approved Martin McDonough
18 Attorney

By Robert J. Thompson
for City of Riverside,
for itself and as successor
in interest to Gage Canal
Company

21
22 CLAYSON, STARK, ROTHROCK & MANN

23 By Donald D. Stark
24 for Agua Mansa Water Company
25 and Meeks & Daley Water
26 Company

27 REDWINE & SHERRILL

28 By Francis C. Sherrill
29 for Riverside Highland Water
30 Company

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

32 By John P. Sparrow
for The Regents of the University
of California

JUDGMENT

FILED
RIV. SIDE COUNTY

APR 17 1969

DONALD H. McLELLAN, Clerk
By *[Signature]* Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

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

Plaintiffs,

-vs-

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

Defendants

78426
No. 784726

[Signature]
4/17/69

JUDGMENT

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

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

APPENDIX B --

Extractions by Plaintiffs from San
Bernardino Basin Area.

APPENDIX C --

Exports for Use on Lands not
Tributary to Riverside Narrows

APPENDIX D --

Miscellaneous Data

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1 therefor,

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3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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5 I

6 ACTIVE PARTIES

7
8 (a) The parties to this Judgment are as follows:

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

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

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

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

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

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

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28 II

29 DISMISSED PARTIES

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

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III
PRIOR JUDGMENTS

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

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

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

6.

IV

DEFINITIONS

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

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

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

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

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

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

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

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

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

26 The amount of safe yield is dependent in part upon
27 the amount of water which can be stored in and used from the
28 ground water reservoir over a period of normal water supply
29 under a given set of conditions. Safe yield is thus related to
30 factors which influence or control ground water recharge, and
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32

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

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

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

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

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

29 (k) Orange County Judgment - The final judgment
30 in Orange County Water District v. City of Chino, et al.,
31 Orange County Superior Court No. 117628, as it may from time to
32

1 time be modified.

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

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

7 V

8 EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA
9

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

18 (b) For Use by Others. The total actual average
19 annual extractions from the San Bernardino Basin Area by
20 entities other than Plaintiffs for use within San Bernardino
21 County for the five year period ending with 1963 are assumed
22 to be 165,407 acre feet; the correct figure shall be
23 determined by the Watermaster as herein provided.
24

25 VI

26 SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT
27

28 (a) Determination of Natural Safe Yield. The
29 natural safe yield of the San Bernardino Basin Area shall be
30 computed by the Watermaster, reported to and determined
31 initially by supplemental order of this Court, and thereafter
32

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

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

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

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

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

10 4. If the natural safe yield of the
11 San Bernardino Basin Area has not been determined by
12 January 1, 1972, the initial determination thereof
13 shall be retroactive to that date and the rights
14 of the Plaintiffs, and the replenishment
15 obligation of San Bernardino Valley as hereinafter
16 set forth, shall be adjusted as of such date. Any
17 excess extractions by Plaintiffs shall be charged
18 against their respective adjusted rights over the
19 next five year period, or in the alternative,
20 Plaintiffs may pay to San Bernardino Valley the
21 full cost of any replenishment which it has pro-
22 vided as replenishment for such excess extractions.
23 Any obligation upon San Bernardino Valley to pro-
24 vide additional replenishment, by virtue of such
25 retroactive determination of natural safe yield,
26 may also be discharged over such next five year
27 period.

28 5. Plaintiffs and each of them and
29 their agents and assigns are enjoined from extracting
30 any more water from the San Bernardino Basin Area than
31 is permitted under this Judgment. Changes in place
32

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

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

21
22 (c) San Bernardino Valley Replenishment. San
23 Bernardino Valley shall provide imported water for
24 replenishment of the San Bernardino Basin Area at least equal
25 to the amount by which extractions therefrom for use within
26 San Bernardino County exceed during any five year period the
27 sum of: (a) five times the total average annual extractions
28 determined under Paragraph V(b) hereof, adjusted as may be
29 required by the natural safe yield of the San Bernardino Basin
30 Area; and (b) any new conservation to which users within San
31 Bernardino Valley are entitled. Such replenishment shall be

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

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

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

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

23 San Bernardino Valley agrees that the base rights of
24 persons or entities other than Plaintiffs to extract water
25 from the San Bernardino Basin Area for use within San
26 Bernardino Valley will be determined by the average annual
27 quantity extracted by such person or entity during the five
28 year period ending with 1963. After the natural safe yield
29 of the San Bernardino Basin Area is determined hereunder, such
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1 base rights will be adjusted to such natural safe yield; the
2 adjusted right of each such person or entity shall be that
3 percentage of natural safe yield as determined hereunder from
4 time to time which the unadjusted right of such person or
5 entity is of the amount determined under Paragraph V(b).

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

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

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

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

VIII

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

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

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

1 extractions over such 20 percent peaking allowance.

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

26 (d) Extractions from the Colton Basin Area and that
27 portion of the Riverside Basin Area within San Bernardino County,
28 for use within San Bernardino Valley, shall not be limited.
29 However, except for any required replenishment by Western,
30 San Bernardino Valley shall provide the water to maintain the
31 static water levels in the area, as determined by wells numbered
32

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

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

26 (f) The Colton Basin Area and the portion of the
27 Riverside Basin Area in San Bernardino County constitute a major
28 source of water supply for lands and inhabitants in both San
29 Bernardino Valley and Western, and the parties hereto have a
30 mutual interest in the maintenance of water quality in these
31 Basin Areas and in the preservation of such supply. If
32

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

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

24 If these provisions should prove either inequitable or
25 unworkable, the Court upon the application of any party hereto
26 shall retain jurisdiction to modify this Judgment so as to
27 regulate the area between Bunker Hill Dike and Riverside Narrows
28 on a safe yield basis; provided that under such method of
29 operation, (1) base rights shall be determined on the basis of
30 total average annual extractions for use within San Bernardino
31 Valley and Western, respectively, for the five year period ending
32

1 with 1963; (2) such base rights for use in both Districts shall
2 be subject to whatever adjustment may be required by the safe
3 yield of the area, and in the aggregate shall not be exceeded
4 unless replenishment therefor is provided; (3) in calculating
5 safe yield, the outflow from the area at Riverside Narrows shall
6 be determined insofar as practical by the base flow obligations
7 imposed on San Bernardino Valley under the Orange County
8 Judgment; and (4) San Bernardino Valley shall be required to
9 provide replenishment for any deficiency between the actual
10 outflow and the outflow obligation across Bunker Hill Dike as
11 established by safe yield analysis using the base period of
12 1934 through 1960.

13
14 IX

15 EXTRactions FROM THE PORTION OF RIVERSIDE BASIN AREA
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion
18 of the Riverside Basin Area in Riverside County which is
19 tributary to Riverside Narrows, for use in Riverside County,
20 for the five year period ending with 1963 are assumed to be
21 30,044 acre feet; the correct figures shall be determined by
22 the Watermaster as herein provided.

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

30 (c) To the extent that extractions from such Basin
31 Area exceed the amounts specified in the next preceding
32

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

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

13
14 X

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

17 Certain average annual amounts of water extracted
18 from the San Bernardino Basin Area and the area downstream
19 therefrom to Riverside Narrows during the five year period
20 ending in 1963 have been exported for use outside of the area
21 tributary to Riverside Narrows and are assumed to be 50,667
22 acre feet annually as set forth in Table C-1 of Appendix "C";
23 the correct amount shall be determined by the Watermaster as
24 herein provided. Western shall be obligated to provide
25 replenishment at or above Riverside Narrows for any increase
26 over such exports by Western or entities within it from such
27 areas for use within areas not tributary to Riverside Narrows.
28 San Bernardino Valley shall be obligated to provide
29 replenishment for any increase over the exports from San
30 Bernardino Valley for use in any area not within Western nor
31 tributary to Riverside Narrows as set forth in Table C-2 of
32

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

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7
8 (a) All replenishment provided by Western under
9 Paragraph IX and all credits received against such
10 replenishment obligation shall be subject to the same adjustments
11 for water quality applicable to base flow at Riverside Narrows,
12 as set forth in the Orange County Judgment.

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

16 1. As against its replenishment obligation
17 under Paragraph VIII, any return flow to the Colton
18 Basin Area or the portion of the Riverside Basin Area
19 within San Bernardino County, respectively, resulting
20 from any excess extractions therefrom; and as
21 against its replenishment obligation under Paragraph
22 IX, any return flow to the portion of the Riverside
23 Basin Area in Riverside County, which contributes
24 to the base flow at Riverside Narrows, resulting
25 from any excess extractions therefrom, or from the
26 Riverside Basin Area in San Bernardino County, or
27 from the Colton Basin Area.

28 2. Subject to adjustment under
29 Paragraph (a) hereof, any increase over the present
30 amounts of sewage effluent discharged from
31

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

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

24 (c) The replenishment obligations of Western under
25 this Judgment shall not apply during such times as amounts of
26 base flow at Riverside Narrows and the amounts of water stored
27 in the ground water resources below Bunker Hill Dike and
28 tributary to the maintenance of such flow are found by Order of
29 the Court to be sufficient to satisfy any obligation which
30 San Bernardino Valley may have under this Judgment, or under the
31

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

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

16
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will
21 convey reclaimed sewage effluent, or other water, to or near
22 Riverside Narrows, to meet its obligations under this or the
23 Orange County Judgment, the City of Riverside shall make
24 available to San Bernardino Valley for that purpose any unused
25 capacity in the former Riverside Water Company canal, and the
26 Washington and Monroe Street storm drains, without cost except
27 for any alterations or capital improvements which may be
28 required, or any additional maintenance and operation costs which
29 may result. The use of those facilities shall be subject to the
30 requirements of the Santa Ana River Basin Regional Water Quality
31 Control Board and of the State Health Department, and compliance
32

1 therewith shall be San Bernardino Valley's responsibility.

2
3 XIII

4 WATERMASTER

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

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

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

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

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

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

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

28 (g) The Watermaster shall initially compute and
29 report to the Court the natural safe yield of the San Bernardino
30 Basin Area, said computation to be based upon the cultural
31

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

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

8 XIV

9 CONTINUING JURISDICTION OF THE COURT

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

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

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

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

28 4. The adjusted rights of the Plaintiffs as
29 required to comply with the provisions hereof with respect to
30 changes in the natural safe yield of the San Bernardino Basin
31

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

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

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

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

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

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

XV
SAVING CLAUSES

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

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

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

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

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

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

27 (e) Any replenishment obligation imposed hereunder
28 on San Bernardino Valley may be deferred until imported water
29 first is available to San Bernardino Valley under its contract
30 with the California Department of Water Resources and the
31

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

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

8
9 XVI

10 EFFECTIVE DATE

11
12 The provisions of Paragraphs III and V to XII of this
13 Judgment shall be in effect from and after January 1, 1971;
14 the remaining provisions are in effect immediately.

15 XVII

16 COSTS

17
18 No party shall recover its costs herein as against
19 any other party.

20 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

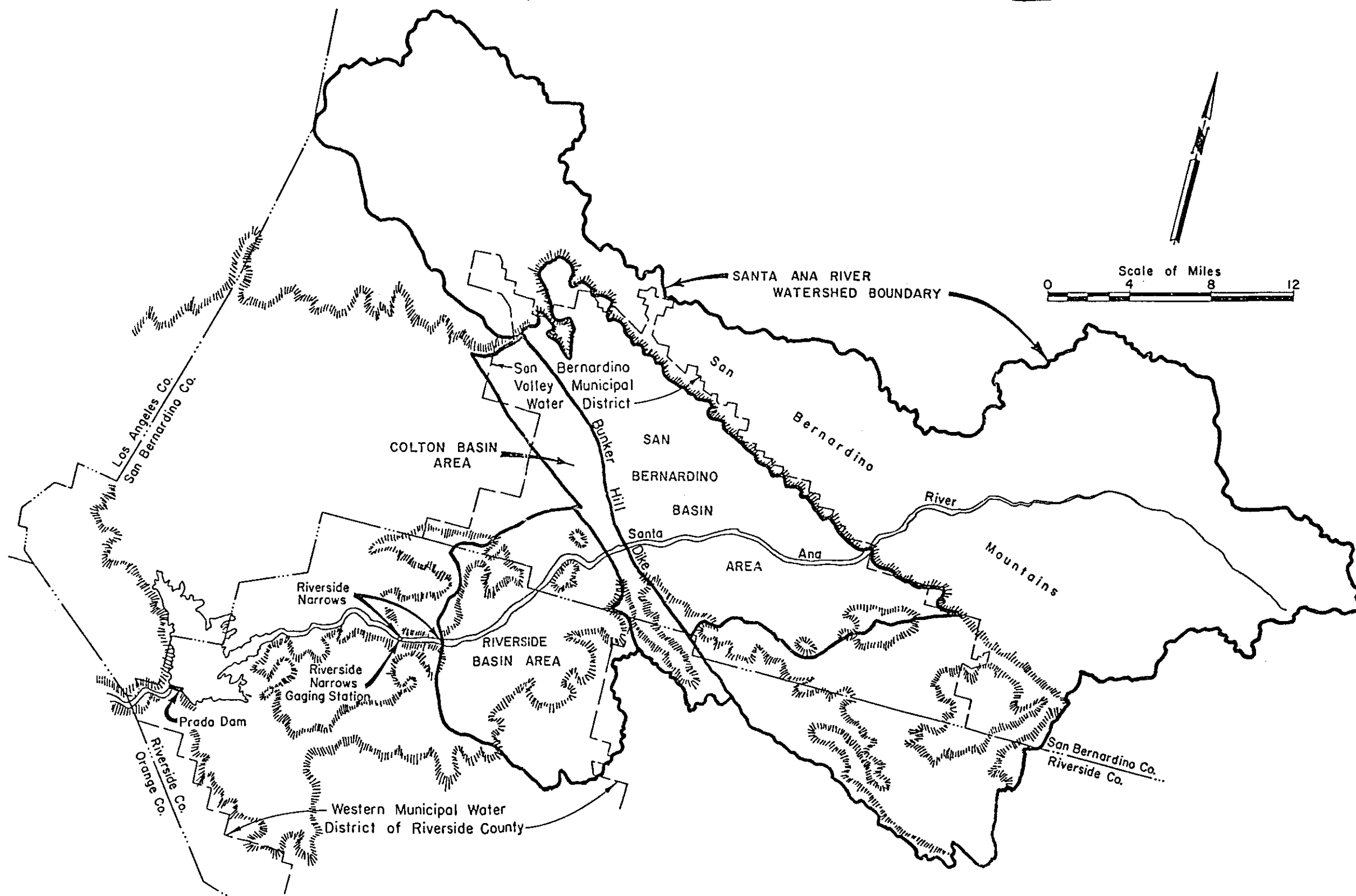
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22 DATED: *April 17, 1969*

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26 APR 17 1969

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John P. McManis
JUDGE OF THE SUPERIOR COURT

JUDGMENT BOOK *124* PG *42*



MAP SHOWING

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

APPENDIX B
TABLE B-1

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

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

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

APPENDIX B
TABLE B-2

PLAINTIFFS' PERCENTAGES OF BASE RIGHT
TO TOTAL PRODUCTION FROM SAN BERNARDINO
VALLEY BASIN AREA,

231,861 Acre Feet Annually,
For 5-Year Average Ending With 1963
Classified According to Service Area

<u>Plaintiff</u>	<u>Delivery</u> <u>to San</u> <u>Bernardino</u> <u>Basin Area</u>	<u>Delivery</u> <u>to Colton</u> <u>Basin Area</u> <u>& Riverside</u> <u>Basin Area</u> <u>in San</u> <u>Bernardino</u> <u>County</u>	<u>Delivery</u> <u>to Areas</u> <u>Outside San</u> <u>Bernardino</u> <u>Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	.630	.543	21,878
Riverside Highland Water Company		1.082	0.815
Aqua Mansa Water Company, and Meeks & Daley Water Company		.141	3.321
The Regents of the University of California			0.250
<u>Total</u>	2.630	1.766	26.264

APPENDIX C
TABLE C-1

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

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

APPENDIX C
TABLE C-2

EXTRactions FOR USE WITHIN SAN BERNARDINO COUNTY
FROM
SAN BERNARDINO BASIN AREA AND COLTON BASIN AREA
FOR USE ON LANDS NOT PREVIOUSLY TO
DIVERSIFIED PURPOSES FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1953

(ALL VALUES IN ACRE FEET)

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

APPENDIX D
TABLE D-1

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

(ALL VALUES IN ACRE FEET)

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

APPENDIX D
TABLE D-2

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

(VALUES IN ACRE FEET)

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

APPENDIX D
TABLE D-3

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

(VALUES IN ACRE FEET)

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

APPENDIX D
TABLE D-4

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

(ALL VALUES IN ACRE FEET)

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

APPENDIX D
TABLE D-5

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

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

ORDER APPOINTING WATERMASTER

1 BEST, BEST & KRIEGER
2 ATTORNEYS AT LAW
3 4200 ORANGE STREET
4 POST OFFICE BOX 1028,
5 RIVERSIDE, CALIFORNIA 92502
6 TELEPHONE 608-1450
7 AREA CODE 714

FILED
RIVERSIDE COUNTY D

MAY 20 1969

DONALD D. SULLIVAN, Clerk
By Deputy

Attorneys for Western Municipal Water District of
Riverside County

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

11 WESTERN MUNICIPAL WATER DISTRICT
12 OF RIVERSIDE COUNTY, et al.,

13 Plaintiffs,

14 -vs-

15 EAST SAN BERNARDINO COUNTY
16 WATER DISTRICT, et al.,

17 Defendants.

No. 78426

ORDER APPOINTING
WATERMASTER.

18
19 Paragraph XIII(b) of the Judgment in this case
20 having provided for the appointment of a Watermaster,
21 consisting of a Committee composed of two persons, one to be
22 nominated by the San Bernardino Valley Municipal Water District
23 and one to be nominated by Western Municipal Water District of
24 Riverside County; and

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

27 San Bernardino Valley
28 Municipal Water District

Clinton Henning
926 J Building
Sacramento, California
95814

30 Western Municipal Water
31 District of Riverside County

Albert A. Webb
3788 McCray
Riverside, California
92502

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And good cause appearing therefor:

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

Dated: This 8th day of May, 1969.


JUDGE OF THE SUPERIOR COURT

**ESBCWD STIPULATION AS TO
ACCEPTANCE OF JUDGMENT**

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

4 Attorneys for Defendant
5 East San Bernardino County
Water District.

FILED
RIVERSIDE COUNTY
MAR 23 PM 3 16

CLERK
DEPUTY

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF RIVERSIDE

11 WESTERN MUNICIPAL WATER DISTRICT)
12 OF RIVERSIDE COUNTY, A municipal)
13 water district; CITY OF RIVERSIDE, a)
14 municipal corporation; THE GAGE CANAL)
15 COMPANY, a corporation; AGUA MANSA)
16 WATER COMPANY, a corporation,)
17 MEEKS & DALEY WATER COMPANY, a)
18 corporation; RIVERSIDE HIGHLAND)
19 WATER COMPANY, a corporation, and)
20 THE REGENTS OF THE UNIVERSITY)
21 OF CALIFORNIA,)

17 Plaintiffs,

18 vs.

19 (a) EAST SAN BERNARDINO
20 COUNTY WATER DISTRICT, et al.,

21 Defendants.

78426
NO. 74726-

STIPULATION AS TO
ACCEPTANCE OF
JUDGMENT.

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

28 Dated: April 22nd, 1969.

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

31 By Arthur L. Dinkworth

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CITY OF RIVERSIDE, a municipal corporation.

By *John P. Sparrow*

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

By *John P. Sparrow*

AGUA MANSA WATER COMPANY, a corporation.

By *Donald Stark*

MEEKS & DALEY WATER COMPANY, a corporation.

By *Donald Stark*

RIVERSIDE HIGHLAND WATER COMPANY, a corporation.

By *Laurie C. Sherrin*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.

By *John P. Sparrow*

"Plaintiffs"

EAST SAN BERNARDINO COUNTY WATER DISTRICT

By *Donald Stark*

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By *Matthew Meyer*

"Defendants"

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

RECEIVED

92 FEB -4 A8:22

S.B.V.M.W.D.

FILED
RIVERSIDE COUNTY

JAN 29 1992

By *D. Walker* D. Walker
Deputy

JAMES W. DILWORTH
5225 CANYON CREST DRIVE
Building 400, Suite 409
Riverside, California 92507
(714) 682-7930

MCDONOUGH, HOLLAND & ALLEN
555 Capitol Mall, Suite 950
Sacramento, California 95814

Attorneys for Defendant
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

BEST, BEST & KRIEGER
3750 University Avenue
P. O. Box 1028
Riverside, California 92502
(714) 686-1450

Attorneys for Plaintiff
WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT)	Case No. 78426
OF RIVERSIDE COUNTY, et al.,)	NOTICE OF MOTION FOR ORDER
Plaintiffs,)	AMENDING THE JUDGMENT TO
v.)	CLARIFY THE REPLENISHMENT
)	OBLIGATIONS OF THE PARTIES
)	AND POINTS AND AUTHORITIES
)	AND DECLARATION IN SUPPORT
)	THEREOF
EAST SAN BERNARDINO COUNTY WATER)	
DISTRICT, et al.,)	
Defendants.)	DATE: 2/24/92
)	TIME: 8:30 a.m.
)	DEPT: 4

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on Feb. 24, 1992, at
8:30 a.m., in Department 4, of the above-entitled court, located
at 4050 Main Street, Riverside, California, the San Bernardino
Valley Municipal Water District and the Western Municipal Water

NOTICE OF MOTION FOR ORDER, ETC.

1 District of Riverside County will move the court, pursuant to its
2 continuing jurisdiction in this case, for an order amending the
3 judgment in the following respects:

4 First: Adding section 3 to subdivision (c) of Paragraph VI of
5 the judgment (page 14, after line 17) to read as follows:

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

10 Second: Revising the portion of Paragraph X of the judgment
11 which follows the first sentence to read as follows:

12 "Western shall be obligated to provide replenishment at
13 or above Riverside Narrows to offset loss of return flow
14 related to any increase over such exports by Western or
15 entities within it from such areas for use within areas
16 not tributary to Riverside Narrows. San Bernardino
17 Valley shall be obligated to provide replenishment for
18 any increase over the exports from the San Bernardino
19 Basin Area for use in any area not within Western nor
20 tributary to Riverside Narrows as set forth in Table C-2
21 of Appendix "C," such amounts being subject to correction
22 by the Watermaster, or for any exports from the San
23 Bernardino Basin Area for use in the Yucaipa, San
24 Timoteo, Oak Glen and Beaumont Basins. San Bernardino
25 Valley shall also be obligated to provide replenishment
26

1 in the Colton or Riverside Basin, as the case may be, to
2 offset loss of return flow related to any increase over
3 the exports therefrom within San Bernardino Valley for
4 use in any area not within Western nor tributary to
5 Riverside Narrows as set forth in Table C-2 of Appendix
6 "C," such amounts being subject to correction by the
7 Watermaster. Against its replenishment obligation to
8 offset loss of return flow related to any increase in the
9 exports from the Colton Basin Area or Riverside Basin
10 Area within San Bernardino Valley, San Bernardino Valley
11 shall receive credit for that portion of direct delivered
12 water which originated outside that Basin and which
13 returns to the ground water of that Basin."

14 Third: Revising the first line of subparagraph (b) of
15 Paragraph XI of the judgment to delete the word "its" and replace
16 it with the words "any future."

17 The motion will be based on the need to clarify the provisions
18 of the judgment with respect to the computation of the
19 replenishment obligations and credits of the parties to more
20 accurately reflect the intent of the parties and to provide the
21 Watermaster with a clear basis for recomputing, from calendar year
22 1971, the replenishment obligations and credits of the parties
23 without any duplicate replenishment obligation.

24 / / /

25 / / /

26 / / /

27 NOTICE OF MOTION FOR ORDER, ETC.
28

1 The motion will be based upon this notice, the following
2 Points and Authorities, the Declaration of Donald L. Harriger and
3 Robert L. Reiter, which is attached as EXHIBIT "A", all other
4 matters in the Clerk's files herein, and such other and further
5 evidence or grounds as may be presented at the time of the hearing.

6 JAMES W. DILWORTH
7 MCDONOUGH, HOLLAND & ALLEN

8 by

James W. Dilworth

9 JAMES W. DILWORTH
10 Attorneys for Defendant
11 SAN BERNARDINO VALLEY
12 MUNICIPAL WATER DISTRICT

13 BEST, BEST & KRIEGER

14 by

Anne T. Thomas

15 ANNE T. THOMAS
16 Attorneys for Plaintiff
17 WESTERN MUNICIPAL WATER
18 DISTRICT OF RIVERSIDE COUNTY
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POINTS AND AUTHORITIES

1. In appropriate circumstances, a court may reserve jurisdiction to modify a final judgment.

U.S. Liability Ins. Co. v. Haidinger-Hayes, Inc.
1 Cal. 3d 586, 599 (1970).

Klinker v. Klinker, 132 Cal. App. 2d 687, 694 (1955).

2. Water rights adjudications are proper cases for retention of jurisdiction, and the kinds of provisions reserving jurisdiction in this case have been approved by the California Supreme Court.

Allen v. California Water Co.,
20 Cal. 2d 466, 488 (1946).

City of Los Angeles v. Glendale, 23 Cal. 2d
68, 81 (1943).

Pasadena v. Alhambra, 33 Cal. 2d 908, 936-937
(1949).

3. The court in this case has reserved continuing jurisdiction upon application of any party to review and re-determine, among other things, "other matters not herein specifically set forth which might occur in the future and which would be of benefit to the parties in the utilization of the surface and ground water supply described in this Judgment, and not inconsistent with the respective rights of the parties as herein established and determined." (Paragraph XIV (a) 8).

4. A court also has inherent power, without express reservation, to take steps to carry its equitable decree into effect and to make changes in procedural provisions. 7 Witkin,

/ / /

/ /

1 Cal. Proc. (3d ed. 1985) "Judgment" section 82, p. 517.

2 Dated: January 28, 1992

JAMES W. DILWORTH
MCDONOUGH, HOLLAND & ALLEN

3
4 by:

James W. Dilworth
JAMES W. DILWORTH
Attorneys for Defendant
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

BEST, BEST & KRIEGER

7
8 by:

Anne T. Thomas
ANNE T. THOMAS
Attorneys for Plaintiff
WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE
COUNTY

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28 NOTICE OF MOTION FOR ORDER, ETC.

1 regard to the credit for under-extraction in Colton and
2 Riverside Basins allowed Western against its replenishment
3 obligations in each of those Basins. The Committee believes
4 that the underlying purpose of many of the provisions in the
5 Judgment, including replenishment obligations with respect to
6 New Export and under-extraction credits, was to account properly
7 for extractions and their associated return flows so as to
8 preserve the hydrologic integrity of the Basins.

9 5. The Committee believes that replenishment obligations
10 related to New Export for the Parties should have been
11 calculated in a manner which requires the Parties to offset only
12 the loss of return flow due to the individual Party's New Export
13 from a particular Basin. The manner in which these calculations
14 have been made previously resulted in obligations which more
15 than offset the loss of return flow.

16 6. The replenishment obligations of San Bernardino Valley
17 related to New Export from San Bernardino Basin Area, Colton
18 Basin Area, and Riverside Basin Area Within San Bernardino
19 County have previously been summed and shown in the Annual
20 Reports as an obligation due to the San Bernardino Basin Area.
21 This practice does not preserve the hydrologic integrity of the
22 Colton Basin Area or the Riverside Basin Area Within San
23 Bernardino County. Future Annual Reports should have
24 replenishment obligations related to New Export calculated for
25 each Basin.

26 7. Likewise, the Committee believes that the replenishment
27 obligations of Western with respect to New Export to areas not
28 tributary to Riverside Narrows have been calculated in a manner

1 which resulted in obligations which more than offset the loss of
2 return flow tributary to Riverside Narrows.

3 8. The Committee has re-examined the manner in which the
4 credit for under-extractions allowed Western in Colton and
5 Riverside Basins has been calculated. The manner in which these
6 calculations have been made previously only allows credit for
7 under-extractions which occurred during the five-year period
8 covered by each annual report. This results in water remaining
9 in the respective basins which may in the future not be
10 extracted without incurring a replenishment obligation. An
11 accounting method which allows under-extraction credits to
12 accumulate and apply against any future replenishment obligation
13 would more closely reflect the need for replenishment to
14 preserve the hydrologic integrity of the Colton and Riverside
15 Basins.

16 9. The Committee believes that calculating the New Export
17 replenishment obligations of the Parties in a manner which
18 determines the replenishment needed to offset only loss of
19 return flow will, as the Judgment intended, preserve the
20 hydrologic integrity of the Basins for the benefit of the
21 producers from the respective Basins. The Committee further
22 believes that accumulating under-extraction credits in the
23 Colton and Riverside Basins will not adversely affect those
24 Basins. The motion to which this declaration is attached
25 accomplishes these objectives, and the Committee believes that
26 the motion should be granted.

1 Each of the deponents hereby declares, under penalty of
2 perjury, that the foregoing is true and correct.

3 Executed in Riverside, California, this 22nd day of
4 January, 1992.

5 
6 DONALD L. HARRIGER

7 
8 ROBERT L. REITER

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner _____ ☐ a _____ of _____

_____, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19_____, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

PROOF OF SERVICE

1013A (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the county of Riverside, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 5225 Canyon Crest Dr., Bldg. 400, Ste. 409, Riverside, CA 92507

On 2/24, 1992 I served the foregoing document described as NOTICE OF MOTION FOR ORDER AMENDING THE JUDGMENT TO CLARIFY THE REPLENISHMENT OBLIGATIONS OF THE PARTIES AND POINTS AND AUTHORITIES AND DECLARATION IN SUPPORT THEREOF on interested parties in this action

☒ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:
☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☒ BY MAIL

☒ *I deposited such envelope in the mail at Riverside, California.
The envelope was mailed with postage thereon fully prepaid.

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Riverside California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on January 28,, 1992, at Riverside, California.

☐ **(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on _____, 19_____, at _____, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

ANN E. RAMSEY

Type or Print Name

STUART'S EXBROOK TIMESAVER (REVISED 5/1/88)
NEW DISCOVERY LAW 2030 AND 2031 C.C.P.
(May be used in California State or Federal Courts)

Signature

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

** (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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2 City of Riverside
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3 Riverside, CA 92501

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21
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23
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25
26
27
28

Superior Court of the State of California

For the County of Orange

ORANGE COUNTY WATER DISTRICT	}
<i>Plaintiff</i>	
vs.	
CITY OF CHINO, et al.,	}
<i>Defendants</i>	

NO. 117628

SETTLEMENT DOCUMENTS

STIPULATIONS
RE DISMISSAL OF CERTAIN DEFENDANTS
RE DISMISSAL OF CERTAIN CROSS-DEFENDANTS
FOR JUDGMENT
JUDGMENT
MAP OF SANTA ANA RIVER WATERSHED
ENGINEERING APPENDIX
ORDER APPOINTING WATERMASTER

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT DOCUMENTS

AGREEMENTS
CITY OF SAN BERNARDINO
CITY OF COLTON

1969

WESTERN MUNICIPAL DOCUMENTS

AGREEMENTS
CHINO BASIN MWD
RIVERSIDE FLOOD CONTROL
CITY OF RIVERSIDE
CITY OF CORONA
WMWD & ESBCWD SETTLEMENT
JUDGMENT
ORDER APPOINTING WATERMASTER

RECEIVED

92 MAR -2 A9:49 FILED
RIVERSIDE COUNTY

S.B.V.M.W.D.) FEB 28 1992

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Attorneys for Plaintiff
WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

By *L. Morrow* , Clerk
R. Morrow
Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT)
OF RIVERSIDE COUNTY, et al.,)

Plaintiffs,)

v.)

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

Defendants.)

Case No. 78426
ORDER AMENDING THE JUDGMENT
TO CLARIFY THE REPLENISHMENT
OBLIGATIONS OF THE PARTIES

The joint motion of plaintiff Western Municipal Water District
of Riverside County and Defendant San Bernardino Valley Municipal
Water District for an order amending the judgment to clarify the
replenishment obligations of the parties filed on January 29, 1992
came on regularly for hearing on February 24, 1992. The purpose of
ORDER APPROVING AGREEMENT, ETC.

PAGE 1

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

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

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

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

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

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

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

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

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

24 Dated: FEB 28 1992

E MICHAEL KAISER

E MICHAEL KAISER

JUDGE OF THE SUPERIOR COURT

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92 MAR -2 A9:49 FILED
RIVERSIDE COUNTY

S.B.V.M.W.D.) FEB 28 1992

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Attorneys for Plaintiff
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