

**RESOLUTION NO. 2021-1-4**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT REGARDING THE ADOPTION OF A WATER SUPPLY ASSESSMENT FOR THE Bridge Point Rancho Cucamonga Warehouse Project**

WHEREAS, the Cucamonga Valley Water District (District) is a County Water District organized under sections 30000 et seq., of the California Water Code, wherein the District provides water supply and related services within its service area, which includes the City of Rancho Cucamonga, portions of the cities of Upland, Ontario and Fontana, and some unincorporated areas of San Bernardino County; and

WHEREAS, the District is a “public water system” as defined by California Water Code section 10912(c) and Government Code section 66473.7(a)(3) and, accordingly, the District may receive requests from time to time to prepare a Water Supply Assessment pursuant to Water Code section 10910 et seq. (commonly referred to as SB 610) and/or a Written Verification pursuant to Government Code section 66473.7 (commonly referred to as SB 221) in connection with certain proposed development projects; and

WHEREAS, the District received a request from the City of Rancho Cucamonga (City) for the District to adopt a Water Supply Assessment for the proposed Bridge Point Rancho Cucamonga Warehouse Project (the Project), where the City is the lead agency for the Project under the California Environmental Quality Act (CEQA), and the City is responsible for all land use decisions related to the Project; and

WHEREAS, the Project is within the District’s service area, and therefore the District would be the public water system to provide water service to the Project; and

WHEREAS, pursuant to the City’s request, a Water Supply Assessment has been prepared for the Project.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

Section 1      Incorporation of Recitals. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2      Review and Approval of Water Supply Assessment. The Board has reviewed the Water Supply Assessment prepared for the aforementioned Project and, based on the requirements of Water Code sections 10910 et seq., the Board hereby approves the Water Supply Assessment for the Project, a copy of which Water Supply Assessment is attached hereto as Attachment 1 and incorporated herein by reference.

Section 3      CEQA. The Board finds in accordance with Water Code section 10910(g) and Water Code section 10911(b)-(c) that the Board’s adoption of a Water Supply Assessment is not subject to review by the District under the California Environmental Quality Act.


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Section 4      Limitations of Water Supply Assessment. The Board finds in accordance with Water Code section 10914(a)-(b) and other applicable laws, rules, regulations, and policies that the Water Supply Assessment adopted herein for the above-reference Project does not create a right or entitlement to water service or any specific level of water service for the Project, the Project applicant, the City, or any other party or entity, and does not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or to any future potential customers.

**PASSED AND ADOPTED this 26th day of January, 2020.**

  
\_\_\_\_\_  
**Randall James Reed**  
**President**

**ATTEST:**

  
\_\_\_\_\_  
**John Bosler**  
**Secretary**

# Cucamonga Valley Water District Water Supply Assessment

For the

BRIDGE POINT RANCHO CUCAMONGA

Development Project

City of Rancho Cucamonga, California

August 10, 2020

Revised October 16, 2020

Revised December 11, 2020

Revised January 7, 2021







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## Abbreviations

AF	Acre-Feet
AFY	Acre-Feet per year
BPRC	Bridge Point Rancho Cucamonga
CEQA	California Environmental Quality Act
COA	Coordinated Operation Agreement
CRA	Colorado River Aqueduct
CVP	Central Valley Project
CVWD	Cucamonga Valley Water District
CWF	California Water Fix
DCP	Delta Conveyance Project
DCR	Delivery Capability Report
DU	Dwelling Unit
EHNCP	Etiwanda Heights Neighborhood & Conservation Plan
EIR	Environmental Impact Report
GPCD	Gallons per capita per day
GPD	gallons per day
GPM	gallons per minute
IEUA	Inland Empire Utilities Agency
MGD	Million Gallons per Day
MWD	Metropolitan Water District of Southern California
MWDSC	Metropolitan Water District of Southern California
SQFT	Square Feet
SWP	State Water Project
TAF	Thousand Acre-Feet
UWMP	Urban Water Management Plan
WSA	Water Supply Assessment

## References

- 1 2019 State Water Project Delivery Capability Report, August 26, 2020
- 2 Cucamonga Valley Water District 2015 Urban Water Management Plan
- 3 Inland Empire Utilities Agency / Water Facilities Authority 2015 Urban Water Management Plan, June 2016
- 4 Metropolitan Water District of Southern California Urban Water Management Plan, June 2016
- 5 Metropolitan Water District of Southern California Integrated Water Resources Plan, 2015 Update, January 2016
- 6 Chino Basin Judgment (Attachment 1)
- 7 Cucamonga Basin Judgment (Attachment 2)
- 8 Cucamonga Valley Water District 2017 Water System Master Plan
- 9 Information provided by Cucamonga Valley Water District Staff

# 1 Regulatory and Procedural Background

## **Senate Bill 610**

Senate Bill (SB) 610 became effective on January 1, 2002, amending the California Water Code (CWC) by requiring detailed analysis of water supply availability for certain types of development projects. (See California Water Code Division 6, Part 2.10, Sections 10910-10915 (Water Supply Planning to Support Existing and Planned Future Use).) The primary purpose of SB 610 is to improve the linkage between water and land use planning by ensuring greater communication between water providers and local planning agencies, and ensure that land use decisions for certain large development projects are made based on complete information as to whether sufficient water supplies are available to meet project demands. The WSA must include a discussion of the availability of an identified water supply under normal-year, single-dry-year, and multiple-dry-year conditions over a 20-year projection, accounting for the projected water demand of the project in addition to other existing and planned future uses of the identified water supply.

This WSA has been prepared pursuant to the requirements of the California Water Code for the approach, required information, and criteria, confirming Cucamonga Valley Water District (CVWD) has sufficient water supplies to meet the projected demands of the Bridge Point Rancho Cucamonga project (BPRC or Project) in addition to existing and planned future uses, over the next twenty years. CVWD's 2015 Urban Water Management Plan (UWMP) is a foundational document for the preparation of the WSA in compliance with the Water Code. The provisions of the Water Code identify the UWMP as a planning document which can be used by a water supplier in preparing a WSA, and projects that rely on groundwater must include a review of any information contained in the UWMP relevant to the project. The water agency must determine whether projected water supplies are sufficient to meet the demand of the project, in addition to existing and planned future water uses. The lead agency for the preparation of an Environmental Impact Report (EIR) for a proposed project is required, under California Environmental Quality Act (CEQA) guidelines Article 7 EIR Process and Article 9 Contents of Environmental Impact Reports, to consult with the water agency serving a proposed project and to include in the EIR information provided by the water agency.

## **Water Supply Planning Provisions**

CVWD's 2015 UWMP (June 2016), was prepared pursuant to California Water Code Division 6, Part 2.55, Section 10608 (Sustainable Water Use and Demand Reduction) and California Water Code Division 6, Part 2.6, Sections 10608-10656 (Urban Water Management Planning). The UWMP describes future water demands and future availability of the water supply sources used by CVWD. The Bridge Point Rancho Cucamonga WSA uses the base water supply and demand information from the UWMP, as well as the updated demand and supply information from CVWD staff and recently adopted CVWD water supply and demand information.

## **California Water Code (Sections 10910-10915)**

California Water Code Division 6, Part 2.10, Sections 10910-10915 requires a WSA to provide a description of all water supply projects and programs which may be undertaken to meet total projected water use over the next 20 years, including the water use of the proposed project. The California Water Code requires a city or county which determines a project is subject to CEQA to identify any public water system which may supply water for proposed developments and to request those public water systems to prepare a WSA, including projects with a proposed equivalent of 500 or more dwelling units. If the water demands have been accounted for in a recently adopted urban water management plan, the water supplier may incorporate information contained in that plan to satisfy certain requirements of the WSA.

The California Water Code requires the assessment to include, along with other information, an identification of existing water supply entitlements, water rights, or water service contracts, relevant to the identified water supply for the proposed Bridge Point Rancho Cucamonga project and the quantities of water received in prior years for the Project site pursuant to those entitlements, rights, and contracts.

As the lead CEQA agency, the City of Rancho Cucamonga (City) has determined that the Project is subject to CEQA. At the time the CEQA lead agency determines the Project is subject to CEQA review, the lead agency must identify and consult with the public water system that will supply water for the Project to assist in evaluating whether the Project will:

- (a) require or result in the relocation or construction of new or expanded water facilities, the construction or relocation of which could cause significant environmental effects; and
- (b) have sufficient water supplies available to serve the Project and reasonable foreseeable future development during normal, single-dry, and multiple-dry years.

The Project is located within the service area of CVWD, and the City has requested that CVWD prepare a WSA for the Project. The lead agency (the City) will make the ultimate independent determination as to whether there is adequate water supply for the proposed Project, upon consideration of the entire administrative record. This WSA provides information on the Project's proposed water supplies and provides data to support the sufficiency of supply. This WSA includes an overview of the proposed Project, a discussion of CVWD's total projected water supplies available during normal, single-dry, and multiple-dry water years during a 20-year projection, and concludes that those supplies will be sufficient to meet the projected water demand associated with the proposed Project, in addition to CVWD's existing and planned future uses, including agricultural and manufacturing uses.

## 2 Introduction

The purpose of this Water Supply Assessment (WSA) is to evaluate the water supply availability for the Bridge Point Rancho Cucamonga warehouse project (BPRC or Project) located within the service area of the Cucamonga Valley Water District (CVWD). This particular project was not accounted for in CVWD's 2015 UWMP. Accordingly, this WSA includes a discussion of CVWD's total projected water supplies available during normal, single-dry, and multiple-dry years during a 20-year projection and concludes that CVWD has resources to meet the total projected water demands for the Project in addition to CVWD's existing and planned future uses, including agricultural and manufacturing uses.

The Bridge Point Rancho Cucamonga project is defined as a 'project' pursuant to the definitions identified in the Water Code section 10912(a). Potable and recycled water (for outdoor irrigation) will be supplied by the Cucamonga Valley Water District (CVWD). CVWD meets the definition of a Public Water System as defined in the Water Code § 10912(c).

This WSA document incorporates water supply and demand projections from Cucamonga Valley Water District's adopted 2015 Urban Water Management Plan (UWMP), dated June 2016, as well as the pertinent updated demand and supply information from CVWD staff.

The land use information for the BPRC development project is based on information provided by the Project Applicant. The water demand projections in the Water System Master Plan are consistent with the Total Water Use projections in the 2015 UWMP. (The Water Master Plan documents the existing distribution system and proposes supply and distribution facilities in order to serve existing and future development. The Water Master plan is an internal document used as the basis for capital improvements and justifies capital outlay for such improvements.) A comparison of the projected water demands in each document is shown in Table 1. The demands from 2015 are noted in the Water System Master Plan as a low-demand year due to state-wide water shortages and mandatory reductions on imported water.

**Table 1: Water Demand Projected AFY**

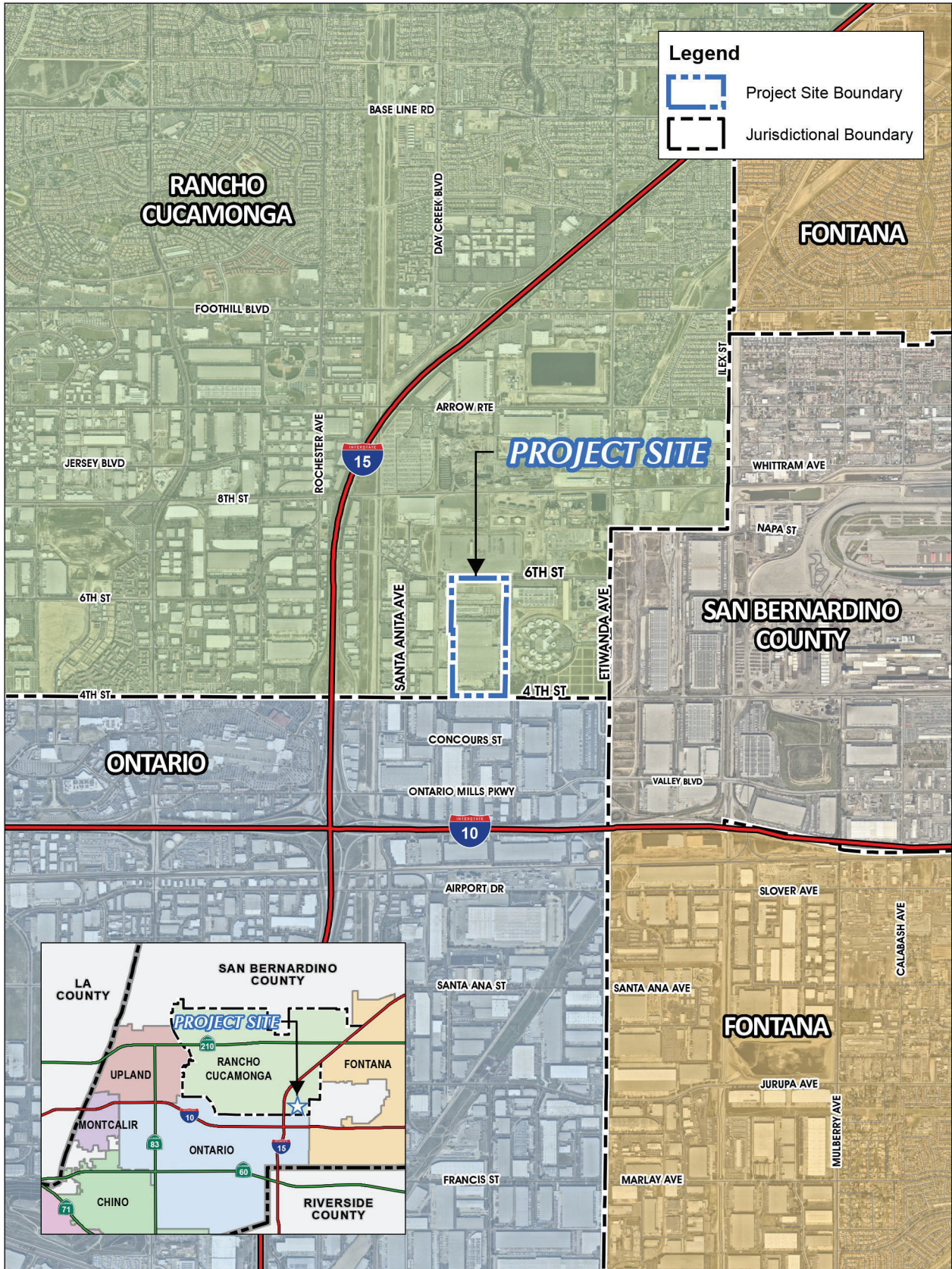
YEAR	WATER SYSTEM MASTER PLAN	2015 UWMP
2020	58,859	58,900
2025	61,298	61,300
2030	63,652	63,700
2035	63,652	63,700

### 2.1 Plan and Project Overview

The Project is located east of Interstate 15 between 4<sup>th</sup> Street and 6<sup>th</sup> Street, as shown in the vicinity map of **Figure 1**.

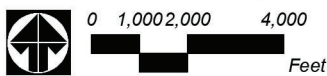






Source(s): ESRI, Nearmap Imagery (2019), SB County (2019)

Figure 1



**LOCATION MAP**



The Project site covers approximately 91.4 gross acres in the southeast portion of the City and is zoned for Heavy Industrial and General Industrial land uses. After public roadway dedications, the Project net area will be 83.4 acres. The site has historically received water service for approximately 1,454,240 square feet of retail, warehouse, and ancillary office uses located in the southern portion of the Project site. The proposed Project will remove the existing structures, parking, and landscaping, and replace it with two separate warehouse structures with a combined building area of approximately 2,175,000 sf of warehouse uses (including ancillary office space), parking, and landscape irrigation. The employment opportunities (employees) for current and proposed Project conditions are estimated to be approximately 1,202 and 1,479, respectively, for a net estimated increase of 277 employees. This WSA also considers the water demand for aesthetic landscaping proposed on the perimeter of the site, adjacent to building entrances, and within parking medians. The total landscape irrigation area proposed for the Project is estimated to be up to 9.4 percent of gross site area. The proposed site plan for the Bridge Point Rancho Cucamonga project is shown in Figure 2.









## 2.2 CVWD Service Area

CVWD serves a 47-square mile area which includes the City of Rancho Cucamonga, portions of the cities of Upland, Ontario, and Fontana, and some unincorporated area of San Bernardino County. CVWD's 2015 UWMP indicates that it currently provides water to a population of approximately 200,460 customers with over 48,000 water connections.

The approximately 91.4-gross-acre Bridge Point Rancho Cucamonga development project is located within current CVWD and City of Rancho Cucamonga service boundaries.

### 3 Cucamonga Valley Water District Water Supplies

CVWD’s 2015 UWMP provides information regarding its water supply sources. While the 2015 UWMP makes projections only through the year 2035, the Water Supply Assessment is required to project out 20 years. To facilitate this, CVWD extended the projections to 2040 in recent documents where water supply figures beyond 2015 were cited based on real data as supplied by the District. Projection figures to Year 2040 (from 2035) are based on the estimates presented in the 2015 UWMP. The District does not anticipate large development projects or significant growth beyond Year 2035, at which time the District’s service area is expected to be essentially built-out. CVWD’s potable water supply sources include groundwater from the Chino Basin and the Cucamonga Basin, surface water from three (3) surface water sources, and imported water purchased from the Inland Empire Utilities Agency (IEUA). The District has rights to six sources of canyon/surface water supplies; however, only three of the sources are currently utilized. In addition, CVWD has the ability to receive potable water during emergencies through interconnections with the Fontana Water Company and the City of Upland. CVWD water supply sources are shown in Table 2. The historical and projected volumes of water from each source are shown in Table 3.

**Table 2: Water Supply Sources**

SUPPLY	AFY	ENTITLEMENT	RIGHT	CONTRACT	EVER USED
IEUA Tier I Wholesale	28,369	Contract			YES
IEUA Tier II Wholesale	Contract, no official volumetric limit.				YES
Chino Basin Groundwater (AFY)	14,387	—	X	—	YES
Cucamonga Basin Groundwater (AFY)	15,471	—	X	—	YES
Cucamonga Canyon Surface Water (AFY)	3,650	—	X	—	YES
Deer Canyon Surface Water	Limited by Facilities ~2,570 Max Historical	—	X	—	YES
Day/East Canyon Surface Water	Limited by Facilities ~9,000 Max Historical	—	X	—	YES

Source: 2015 Cucamonga Valley Water District UWMP.



**Table 3: Water Supply Quantities, AFY**

SUPPLY	HISTORICAL			PROJECTED				
	2005	2010	2015	2020	2025	2030	2035	2040*
IEUA Tier I Wholesale	28,109	20,368	13,195	28,369	28,369	28,369	28,369	28,369
IEUA Tier II Wholesale				3,236	4,704	6,932	1,509	1,509
Chino Basin Groundwater	13,328	19,831	18,760	12,755	13,687	13,859	19,282	19,282
Cucamonga Basin Groundwater	7,518	3,848	8,439	10,000	10,000	10,000	10,000	10,000
Cucamonga Canyon Surface Water	0	46	363	1,000	1,000	1,000	1,000	1,000
Day/East Canyon Surface Water	6,374	3,745	498	3,400	3,400	3,400	3,400	3,400
Deer Canyon Surface Water	603	162	189	140	140	140	140	140
<b>TOTAL</b>	<b>55,932</b>	<b>48,001</b>	<b>41,443</b>	<b>58,900</b>	<b>61,300</b>	<b>63,700</b>	<b>63,700</b>	<b>63,700</b>

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

CVWD’s water production capacity based on the CVWD 2015 UWMP is shown in Table 4 below. Water sources include groundwater wells, surface water, and MWD Tier I/Tier II purchases.

**Table 4: CVWD Water Production Capacity, AFY**

SOURCE	YEAR				
	2020	2025	2030	2035	2040*
Groundwater	45,252	45,252	45,252	45,252	45,252
Canyon Water	2,270	2,270	2,270	2,270	2,270
Imported Water	31,605	33,073	35,301	29,878	29,878
Total Production Capacity	79,127	80,595	82,823	77,400	77,400

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

CVWD’s water system includes disinfection facilities and three treatment facilities to treat imported water from the SWP and water from the Cucamonga Canyon and Day/East Canyon sources. These facilities allow CVWD to treat and distribute potable water which complies with all state and federal safe drinking water regulations. Disinfection, but not treatment, is required for the water produced from Deer Canyon through Hermosa Tunnel because it is considered to be groundwater and meets State requirements.

### 3.1 Wholesale Water Supplies

CVWD purchases imported water from the Metropolitan Water District of Southern California (MWD). MWD is the largest wholesaler for domestic and municipal uses in California. MWD owns and operates the Colorado River Aqueduct (CRA) and is a contractor for water from the California State Water Project (SWP). MWD has 26 member agencies including 11 water districts, one county water authority, and 14 cities. CVWD purchases water from MWD through the Inland Empire Utilities Agency (IEUA), which is a member agency of MWD.

CVWD purchases SWP water supplies from IEUA using two separate connections. Historically, CVWD had a connection to receive Colorado River (CRA) water from IEUA, however, the connection was removed due to the lack of treatment capabilities at the connection.

IEUA also provides recycled water to its member agencies for direct non-potable reuse and groundwater recharge. Recycled water may be considered as a source of supply for the Project because recycled water pipelines currently serve non-potable uses in the southeast region of CVWD’s service area, including in the City of Rancho Cucamonga. Recycled water is available for use at the Project site, and will be used for outdoor irrigation.

### 3.1.1 Wholesale Quantities Received in Prior Years

Imported water purchases are CVWD’s most significant water source and can range from 35-65 percent of the District’s water. The average supply imported of water by percent from years 2006-2015 was 46.6 percent.

CVWD purchases SWP water from IEUA and does not purchase CRA water. Two separate MWD/IEUA connections serve CVWD - an 18-inch connection (CB7) and a 60-inch connection (CB16). The amount of water imported by CVWD for Years 2000 to year 2018 is shown in Table 5.

**Table 5: Wholesale Water Imports**

<b>CVWD IMPORTED WATER SUPPLY (AF)</b>			
<b>Year</b>	<b>CB7 Connection</b>	<b>CB16 Connection</b>	<b>Total</b>
2005	0.1	28,108.5	28,108.6
2006	129.9	29,188.6	29,318.5
2007	1,085.5	34,955.2	36,040.7
2008	32.9	28,518.0	28,550.9
2009	706.4	19,392.6	20,099.0
2010	21.9	20,346.0	20,368.0
2011	0.0	20,899.6	20,899.6
2012	874.2	27,398.9	28,273.1
2013	16.0	25,747.6	25,763.6
2014	1,743.1	25,422.4	27,165.5
2015	71.4	13,123.4	13,194.8
2016*	155.0	10,919.0	11,074.0
2017*	0.0	28,767.7	28,767.7
2018*	0.0	26,872.2	26,872.2
2019*	0.0	18,667.9	18,667.9

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

CVWD has the capacity to accept up to 71 MGD of MWD imported SWP water from IEUA for treatment and distribution. CVWD’s Royer-Nesbit Water Treatment Plant is currently not in operation, and the Lloyd Michael Water Treatment Plant can accept up to 60 MGD.

CVWD may purchase as much untreated imported SWP water as it needs from IEUA. Under normal conditions, CVWD has a Tier I allocation of imported water from MWD equal to the historical average of

CVWD’s total imported water purchased over a 10-year period. CVWD has a Tier I allocation of 28,369 AFY, and projects to use the full allocation by year 2020. Imported water above CVWD’s Tier I allocation shall be MWD replenishment water in the Chino Basin or Tier II imported water. Any water purchased by CVWD over the Tier I allocation is charged at a higher rate, Tier II. CVWD can elect to purchase Tier II water from IEUA. The IEUA import projections for CVWD are shown in Table 6.

**Table 6: IEUA Import Projections**

SOURCE	YEAR				
	2020	2025	2030	2035	2040*
Tier I imported water (AFY)	28,369	28,369	28,369	28,369	28,369
Tier II imported water or replenishment water (AFY)	3,236	4,704	6,932	1,509	1,509
Total Imported Water (AFY)	31,605	33,073	35,301	29,878	29,878

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

### 3.1.2 Imported Water Reliability

MWD contracts with the State of California, through the SWP, for the delivery of northern California water through the California Aqueduct. The SWP is a water storage and delivery system maintained and operated by the California Department of Water Resources (DWR). The SWP is a statewide water conveyance system which stores water in Northern and Central California and conveys water (including through the Sacramento-San Joaquin Delta region) to 29 water agencies throughout the State. The SWP has delivered water since the 1960’s through a network of aqueducts, pumping stations and power plants.

The San Francisco Bay -Sacramento River Delta area (Bay-Delta) is a part of the SWP water delivery system. The reliability of the Bay-Delta to deliver water may be impacted by potential risks associated with endangered species, earthquakes, levee failure, and climate change. In order to mitigate these potential risks, State and federal resources and environmental protection agencies and a broad range of stakeholders are involved in a multiyear planning process referred to as the CALFED process to develop programs to greatly improve the capacity and reliability of the SWP and the environmental conditions of the Bay-Delta. The Bay-Delta cooperating agencies approved a Record of Decision in August 2000 for a Programmatic Environmental Impact Report/Impact Statement for a multi-year improvement program. The improvement program includes projects related to DWR’s SWP conveyance capacity, water quality, and operation of the SWP. Those programs are undergoing thorough federal and state environmental review.

A number of distinct species of fish, including the Delta Smelt, that either reside in or migrate through the Bay-Delta are listed as either endangered or threatened under the Federal Endangered Species Act. These listed species, as well as their designated critical habitat, receive protections under the endangered species protection laws, as well as under other environmental statutes and regulations.

Beginning in 2006, Governor Arnold Schwarzenegger established the Delta Vision and Delta Vision “Blue Ribbon” Task Force to identify strategies and actions to manage and achieve a sustainable ecosystem for the Sacramento-San Joaquin Delta. The Delta Vision Task Force released a strategic plan in 2008 to protect environmental resources and provide a reliable water supply. Coordination, communication and action between the Delta Vision Task Force and state agencies are essential to the success of improving the Delta.

As described in greater detail below, the federal wildlife agencies (the United States Fish and Wildlife Service [FWS] and the National Marine Fisheries Services [NMFS]) have each issued biological opinions and “reasonable and prudent alternatives” which have the effect of placing operational constraints on the SWP and the Central Valley Project (CVP) to protect these listed fish and their habitats, and limit the timing and diversion of water supplies from the Delta. In addition, the California Department of Fish and Wildlife has issued permits under the California Endangered Species Act imposing similar constraints to SWP and CVP operations.

On December 15, 2008, FWS issued a biological opinion to the Bureau of Reclamation and the California Department of Water Resources, as the respective operators of the CVP and SWP, to reduce the impacts of water project operations on delta smelt and other species within the jurisdiction of FWD. NMFS also issued a biological opinion on June 4, 2009 related to the long-term operations of the CVP and SWP on salmonid (salmon and steelhead) migrating through the Delta that are under the jurisdiction of NMFS. In order to minimize “taking” listed species and avoid adverse impact to the species’ critical habitat, the biological opinions each require the water projects to operate under a “reasonable and prudent alternative.” Ultimately, the federal Ninth Circuit Court of Appeals upheld both biological opinions as valid.

As compared with historical volumes of diversions of Delta water by the SWP, DWR’s implementation of the requirements of the two biological opinions negatively impacted SWP deliveries post 2008 to all of DWR’s contractors, including those made to Metropolitan. Between 2008 and 2014, Metropolitan determined implementation of the biological opinions resulted in a combined loss of 3.0 million acre-feet (MAF) to its water supplies, as compared with historical delivery amounts. In turn, the volume of water delivered by Metropolitan to its member agencies was also concomitantly reduced.

California WaterFix (CWF) and California EcoRestore, formerly referred to as the Bay Delta Conservation Plan (BDCP), were previously proposed by state, federal, and local water agencies to make SWP system operation improvements, including some related to restoration and protection of the Delta ecosystem and contributing watersheds. The CWF program proposed to construct and operate new water distribution facilities designed to be more environmentally friendly than the previous system configuration. The program would have included water delivery upgrades, river flow improvement, and habitat restoration and protection. It was anticipated that California EcoRestore would lead to the restoration of at least 30,000 acres of the Delta (or upstream). However, the Governor ended the CWF program and announced a new approach to modernize Delta Conveyance through a single-tunnel alternative. The Governor released Executive Order 10-19 which directed state agencies to assess the new planning for the single-tunnel project. DWR then withdrew all CWF project approvals and permit applications, but any such revisions would still involve the construction and operation of new water distribution facilities designed to stabilize and protect Delta water supplies.

On January 15, 2020 DWR issued a Notice of Preparation (NOP) for the environmental work on the single-tunnel project which started the scoping comment phase. The scoping comment period ended April 17, 2020. DWR will be considering the comments when the Environmental Impact Report is prepared. The draft EIR is expected to be out for review and comment by mid-2021. The final EIR/EIS is expected to be released by late 2023.

The Delta Conveyance Project Authority has been established for the design and construction of the DCP. A Delta Conveyance Financing Authority has been established to develop the financing. The DCP is anticipated to be funded by revenue bonds issued by the State or a Joint Powers Financing Agency with payment by

State Water Contractors south of the Delta through their existing contracts with the DWR – extended as needed into the future. In addition to other federal, State and local permits, DCP requires changes to the water rights permits for the State Water Project (SWP) Debt Service taxes. The DCP is not expected to be operational until Year 2035.

DWR's "State Water Project Delivery Capability Report 2019 (August 2020)" states that the long-term average delivery reliability of SWP water is 58 percent. The Report incorporates future impacts on water deliveries as a result of the future effects of climate change, anticipated changes in Sacramento River basin land uses and potential limited pumping of the SWP to protect salmon, smelt, and other species in the Sacramento-San Joaquin Delta and Central Valley areas. This includes operational restrictions placed on the SWP from biological opinions issued by the U.S. Fish and Wildlife Service (USFWS) in December 2008 and the National Marine Fisheries Service (NMFS) in June 2009 governing the SWP and Central Valley Project (CVP, a Federal water storage and conveyance facility) operations. Subsequently, a U.S. District Court Judge remanded the biological opinions to the USFWS and NMFS for further review and analysis. The long-term impact of these issues cannot be fully quantified at this time. DWR plans to develop additional water supply facilities in order for the SWP to deliver contracted water beyond historical delivery quantities.

While many of the specific assumptions on SWP operations described in the 2017 DCR remain the same in the update for 2019, notable changes include the amendment to the Coordinated Operation Agreement (COA) originally signed in 1986; modeling representation of the Old and Middle River operational criteria, and the CVP and SWP operational updates. The COA establishes the shared responsibility for each of the SWP and CVP to meet water quality and regulatory standards. A joint review of the 1986 agreement was conducted, and DWR and the Bureau of Reclamation agreed to the COA Addendum to reflect the current regulatory environment and operations of the projects.

SWP deliveries have decreased since 2005, with much of the decrease occurring in 2019. This is primarily due to the amended COA with accompanying project operation changes which reduced SWP exports (deliveries) and increased CVP exports, and to a more conservative operation of the SWP's Lake Oroville. Most notable updates include a reduction of Table A water (total MWD contractor allocations) from 2,571 TAF per year to 2,414 TAF per year, and the likelihood of Article 21 (supplemental) deliveries being greater than 20 TAF per year has increased by 27 percent.

MWD's Integrated Resources Plan (IRP) identifies a mix of resources (imported and local) that, when implemented, will provide 100 percent reliability for full-service demands through the attainment of regional targets set for conservation, local supplies, SWP supplies, Colorado River supplies, groundwater banking and water transfers. The 2015 update to the IRP describes an adaptive management strategy to protect the region from future supply shortages. This adaptive management strategy has five components: (1) achieve additional conservation savings, (2) develop additional local water supplies, (3) maintain Colorado River Aqueduct supplies, (4) stabilize SWP supplies, and (5) maximize the effectiveness of storage and transfer. MWD's 2015 IRP Update has a plan for identifying and implementing additional resources that expand the ability for MWD to meet future changes and challenges as necessary to ensure future reliability of supplies. The proper management of these resources help to ensure that the southern California region will have adequate water supplies to meet long-term future demands.

In May 2016, MWD adopted its 2015 UWMP in accordance with state law. The resource targets included in the preceding 2015 IRP Update serve as the foundation for the planning assumptions used in the 2015

UWMP. MWD's 2015 UWMP contains a water supply reliability assessment that includes a detailed evaluation of the supplies necessary to meet demands over a 20-year period in average, single-dry, and multiple-dry year periods.

On October 21, 2019, the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) each issued Biological Opinions (BiOps) for the long-term coordinated operation of the federal CVP and the SWP, pursuant to section 7 of the federal Endangered Species Act (ESA). The 2019 BiOps replace a 2008 USFWS BiOp and a 2009 NMFS BiOp. On December 19, 2019, the Bureau of Reclamation (Reclamation) issued its final Environmental Impact Statement (EIS) proposing to adopt the 2019 BiOps, over the objections of environmental groups, the California Attorney General, the California Natural Resources Agency, and other agencies. In February 2020, Reclamation issued its final Record of Decision on the coordinated long-term operation of the CVP and SWP, adopting the 2019 BiOps.

In general, a significant feature of the new 2019 BiOps is the linking of restrictions on CVP and SWP water delivery operations more closely to real-time presence of ESA-listed fish species (e.g., Delta smelt) near CVP and SWP water delivery facilities, instead of relying on general calendar periods when such fish historically have been proximate to CVP and SWP facilities. Such an approach may enhance SWP water supply availability to SWP contractors such as MWD compared to operations under the existing 2008 and 2009 BiOps while also providing more effective protection for species.

On November 21, 2019, DWR issued a Draft EIR for Long-Term Operation of the California SWP that, similar to the federal biological opinions, allows for greater flexibility in managing the SWP based on real-time management. In December 2019, several environmental groups filed a complaint for declaratory and injunctive relief in the U.S. District Court for the Northern District of California, challenging the 2019 BiOps under the Administrative Procedure Act. Plaintiffs are requesting that the 2019 BiOps be withdrawn and that USFWS and NMFS be enjoined from taking any other actions in reliance on the 2019 BiOps until they comply with California Endangered Species Act (CESA).

In February 2020, the California Natural Resources Agency, the California Environmental Protection Agency, and the California Attorney General filed suit in the U.S. District Court for the Northern District of California, also challenging the 2019 BiOps under the Administrative Procedure Act. The complaint alleges claims for violation of the Federal ESA and National Environmental Policy Act (NEPA). The complaint requests that the 2019 BiOps, the Final EIS, and the Record of Decision be set aside until such time as Reclamation has complied with the Federal ESA and NEPA.

In addition, the California Department of Fish and Wildlife has not issued a concurrent determination for CESA compliance with regard to the 2019 BiOps and is expected to issue its own CESA take permit imposing different fish protection requirements on SWP operations and potentially on CVP operations.

The litigation and pending CESA take permit create some uncertainty regarding future SWP water availability, but that uncertainty is only speculative at this time. One remedy currently sought by litigants is to fall back to the 2008 and 2009 BiOps that govern SWP-CVP operations. If that outcome were to arise through the CESA permitting process or through the above pending federal court proceedings, the SWP operational rules specified in the 2008 and 2009 BiOps are the same used by the DWR when analyzing the SWP delivery capability.

As stated in MWD’s 2015 UWMP, the plan may be used as a source document for meeting the requirements of Senate Bill 610 and SB 221 until the next scheduled update is completed in five years (due July 1, 2021 ). The MWD 2015 UWMP includes a Justifications for Supply Projections in Appendix A.3 that provides detailed documentation of the planning, legal, financial and regulatory basis for including each source of supply in the plan.

Water supply agencies throughout California continue to face climate, environmental, legal, and other challenges that impact water source supply conditions, such as the court rulings regarding the Sacramento-San Joaquin Delta and the current western states drought conditions. Challenges such as these essentially always will be present. The regional water supply agencies, IEUA and MWD, along with CVWD, nevertheless fully intend to have sufficient, reliable supplies to serve demands.

### 3.2 Groundwater Supplies

CVWD receives groundwater from two distinct water basins - the Chino Basin and the Cucamonga Basin. CVWD currently operates 12 active groundwater wells in the Chino Basin. CVWD plans to continue operating these wells and will construct replacement wells as necessary to maintain water production capacities required to meet customer demands. CVWD frequently inspects each well and performs routine maintenance and rehabilitation to ensure each well is running efficiently and correctly. According to the 2015 UWMP, CVWD’s total pumping capacity in the Chino Basin is 27,017 gallons per minute (GPM). The calculated production capacity is 32,686 AFY, which assumes 75 percent of the maximum pumping capacity to account for operation and maintenance downtime.

CVWD currently has two clusters of wells in the Cucamonga Basin. The Cucamonga Creek Cluster which is a group of 10 wells, and the Alta Loma Cluster, which is a group of 7 wells. The District can utilize up to 9 of the 17 total wells. The remaining 8 wells are not used due to high nitrate and/or DBCP concentrations. According to the CVWD 2015 UWMP, the calculated production capacity is 12,566 AFY, which assumes 75 percent of maximum pumping capacity to account for operation and maintenance downtime. The total ground water production capacity of the well improvements is shown in Table 7.

**Table 7: CVWD Groundwater Production Capacity**

Chino Basin Wells Production Rate (AFY)	32,686
Cucamonga Basin Wells Production Capacity (AFY)	12,566
Total Groundwater Well Production Capacity (AFY)	45,252

Source: Based on information provided by CVWD staff.

#### 3.2.1 Chino Basin Groundwater Supply

The Chino Basin is one of the largest groundwater basins in Southern California and contains approximately 6,000,000 acre-feet of water. The basin is approximately 235 square miles of the upper Santa Ana River watershed and lies within portions of San Bernardino, Riverside, and Los Angeles counties.

The Chino groundwater subbasin underlies southeast Los Angeles County, northwest Riverside County, and southwest San Bernardino County. The subbasin is bound on the northwest by the San Jose fault, on the north by the Cucamonga fault and impermeable rocks of the San Gabriel Mountains, and on the east by the Rialto-Colton fault. The subbasin is bound on the southeast by the Jurupa Mountains, Pedley Hills, La Sierra Hills, and the approximate location of the Santa Ana River. The Chino fault and impermeable rocks of the Chino

Hills and Puente Hills bound the southwest side of the basin. In some areas, the subbasin boundary coincides with the Chino Basin (1978) groundwater adjudication boundary. The boundary is defined by fifty-eight segments detailed in DWR Bulletin 118.

The groundwater rights for the Chino Basin were adjudicated in 1978 in the Chino Basin Judgment; this judgment established the Chino Basin Watermaster. The Chino Basin Watermaster, under the direct supervision and continuing jurisdiction of the San Bernardino County Superior Court, carefully manages water supplies throughout Chino Basin, arranges for local and supplemental groundwater recharge, and implements and administers the parties’ groundwater production rights under the Chino Basin Judgment. The Chino Basin Watermaster consists of various entities which include cities, water districts, water companies, agricultural, commercial, and other private entities. The mission is to manage the Chino Groundwater Basin in the most beneficial manner and to equitably administer and enforce the provisions of the Chino Basin Judgment.

Management of the Basin is governed by the 2012 Restated Judgment, the 2000 Peace Agreement (as amended), the 2000 Optimum Basin Management Plan (OBMP), the OBMP Implementation Plan (as supplemented), the 2007 Peace II Agreement, the Watermaster Rules and Regulations (as amended), and related Court orders. Management of the basin is discussed in detail in the 2015 UWMP.

The 1978 Judgment established the safe yield of the Chino Basin as 140,000 AFY. The judgment also divided the water rights into three groups called pools. The pools and pumping rights are shown in Table 8. Since the original agreement, the 2020 Safe Yield Reset Order has reduced the safe yield to 131,000 AFY.

**Table 8: Chino Basin Pumping Rights, 1978 Judgment**

Overlying Agricultural Pool	82,800 AFY
Overlying Non-Agricultural Pool	7,366 AFY
Appropriative Pool	49,834 AFY

Source: 2015 Cucamonga Valley Water District UWMP.

As discussed in the 2015 UWMP, the CVWD is a member of the Appropriative Pool and holds appropriative rights to approximately 18.3 percent (6.6 percent of its own and 11.7 percent through its shares of Fontana Union Water Company) of the Operating Safe Yield of the total Chino Basin water rights. The Operating Safe Yield is determined annually by the Watermaster. In FY2018-2019, the appropriative pool operating safe yield was established as 49,834 AF, equating the CVWD’s rights to 9,099 AFY.

CVWD, and other appropriative pool users, may also produce groundwater annually in excess of their specified rights based on the operating safe yield so long as it replenishes water in one of four methods: payment of a replenishment assessment; replenishment of physical water, replenishment of water from storage accounts, or purchase of water from others in the basin. The payment is used to replenish the basin through imported surface water recharge purchased from IEUA. As further discussed in the 2015 UWMP, CVWD also has access to land use conversion water and to the portion of the safe yield that is not produced by the Overlying Agricultural Pool. This reallocation varies by year depending on the actual usage from the Overlying Agricultural Pool.



The historical groundwater production from the Chino Basin is shown in Table 9. Groundwater production projections for the Chino Basin are shown in Table 10. The Chino Basin Peace II Agreement imposes restrictions on production until the end of 2030, after the completion of the agreement, production is expected to increase, as set forth in Table 10.

**Table 9: Chino Basin Historical Production, AFY**

HISTORICAL PRODUCTION	2010	2011	2012	2013	2014	2015	2016*	2017*	2018*	2019*
<b>Chino Basin</b>	<b>19,831</b>	<b>19,380</b>	<b>15,041</b>	<b>18,437</b>	<b>13,626</b>	<b>18,760</b>	<b>21,712</b>	<b>6,200</b>	<b>11,315</b>	<b>17,038</b>

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\*Based on information provided by CVWD staff.

**Table 10: Chino Basin Production Projections, AFY**

FUTURE PROJECTION	2020	2025	2030	2035	2040
<b>Chino Basin</b>	<b>12,755</b>	<b>13,687</b>	<b>13,859</b>	<b>19,282</b>	<b>19,282</b>

Source: 2015 Cucamonga Valley Water District UWMP.

**Chino Basin Reliability**

CVWD’s average annual production from the Chino Basin from 2000 to 2018 was approximately 14,656 AFY and the capacity of CVWD’s active production wells in the Chino Basin total approximately 30,400 AFY. During the most recent five years, CVWD’s annual production ranged from approximately 6,200 AFY to 21,172 AFY. The Chino Basin Judgment authorizes CVWD to produce all the water it requires from the Chino Basin for beneficial use by CVWD’s customers, subject to replenishment requirements, and that ample water is present in the Chino Basin to allow CVWD to do so. CVWD has plans to construct additional wells and associated infrastructure in the Chino Basin to match additional water supply with additional water demands from growth in the number of customers throughout the District. CVWD active wells located in the Chino Basin have not been impacted by water quality issues; however, CVWD has the necessary technical and financial resources available to allow CVWD to quickly respond to assure continuity and reliability of water service if any such water quality incidents occur.

**3.2.2 Cucamonga Basin Groundwater Supply**

The Cucamonga Subbasin underlies the northern part of upper Santa Ana Valley. It is bounded on the north by contact of alluvium with the San Gabriel Mountains and on the west, east, and south by the Red Hill fault. This portion of the upper Santa Ana Valley is drained by Cucamonga and Deer Creeks to the Santa Ana River. Recharge to the basin includes infiltration of stream flow, percolation of rainfall to the valley floor, underflow from the San Gabriel Mountains, and return irrigation flow. Spreading grounds along Cucamonga Creek and near Red Hill and Alta Loma also contribute to storm flow recharge to the Basin.

As discussed in the 2015 UWMP, the Cucamonga basin was adjudicated by decree in 1958. There are three main water agencies that hold all of the adjudicated rights in the Basin by virtue of having acquired or otherwise succeeded to the original parties to the Decree. These agencies include the CVWD, The San Antonio Water Company, and the City of Upland. The court did not appoint an official Watermaster for the basin, although the Decree contains various provisions for the metering and recording of all water production, inspection of records, prohibitions against new water production, potential reductions in water production, and other protective measures. The existing parties to the Decree meet periodically, and joint

efforts are currently underway to perform additional hydraulic investigations, update the safe yield of the basin, and develop management strategies.

The 1958 Decree allocates groundwater rights and the right to divert water from Cucamonga Creek, totaling approximately 22,721 AFY. However, several studies have been performed using varying base periods, varying geological boundaries, and other varying factors, which have indicated an estimated Basin yield between 13,800 AFY and 22,200 AFY. Historical production data and future projections show the total water production from the basin by CVWD is substantially below the allocated rights. CVWD has the right to produce 75 percent of the total basin yield, and additionally has the right to divert 3,620 AFY from Cucamonga Creek. Production has been limited in recent years since treatment is required to fully utilize Cucamonga Basin Wells. The Nitrate Treatment Facility (NTF) is a recently-constructed wellhead treatment facility and is anticipated to be operational by mid-2021. This facility is expected to return production from the basin to its previous levels. Total basin yield is expected to range from 14,000 AFY to 16,000 AFY, resulting in a minimum total production of approximately 10,500 AFY for CVWD (based on a 75 percent share). For the purposes of the WSA, future projections estimate a conservative total production rate of 10,000 AFY from Cucamonga Basin. The pumping rights for the Cucamonga Basin are shown in Table 11. The historical production and the future projection for production from the basin are shown in Table 12 and Table 13, respectively.

**Table 11: Cucamonga Basin Pumping Rights**

Groundwater Pumping Rights (Percent of total basin yield)	75%
Cucamonga Creek Diversion Rights	3,620 AFY

Source: 2015 Cucamonga Valley Water District UWMP.

**Table 12: Cucamonga Basin Historical Production, AFY**

HISTORICAL PRODUCTION	2010	2011	2012	2013	2014	2015	2016*	2017*	2018*	2019*
Cucamonga Basin	3,848	3,645	6,028	6,523	10,724	8,439	8,270	6,867	5,619	2,288

Source: 2015 Cucamonga Valley Water District UWMP.

\* Based on information provided by CVWD staff.

**Table 13: Cucamonga Basin Projections, AFY**

FUTURE PROJECTIONS	2020	2025	2030	2035	2040
Cucamonga Basin	10,000	10,000	10,000	10,000	10,000

Source: 2015 Cucamonga Valley Water District UWMP.

### **Cucamonga Basin Reliability**

CVWD's average annual production from the Cucamonga Basin from 2000 to 2018 was approximately 6,674 AFY. The capacity of CVWD's active production wells in the Cucamonga Basin totals approximately 11,548 AFY. During the most recent five years, CVWD's annual production ranged from approximately 5,619 AFY to 10,724 AFY. Although CVWD has rights and some additional capacity to produce additional groundwater from the Cucamonga Basin, CVWD has reduced its annual groundwater production in anticipation of a reduced

Operating Safe Yield. Overall basin production currently is less than the estimated sustainable safe yield. Therefore, under current conditions, the Cucamonga Basin may be assumed to be a reliable source of supply.

### 3.3 Surface Water Supplies

CVWD’s surface water supplies come from streams, springs, and tunnels located within the northern area of the District. These water sources are also referred to as *tunnel sources* or *canyon sources*. Surface water sources accounted for 6.5 percent of the total supply water for CVWD, based on 2006-2015 averages.

CVWD has rights to a total of 6 canyon sources, or tunnel sources of surface water. These are the Cucamonga Canyon, Day/East Canyon, Deer Canyon, Lytle Creek, Smith Canyon Group, and the Golf Course Tunnel. Currently, water is only utilized from three of the six sources: Cucamonga Canyon, Day/East Canyon, and Deer Canyon. Water supplies from the canyon/tunnel sources are heavily dependent on precipitation in the region. Historical production from the canyon/tunnel sources are shown in Table 14.

**Table 14: Surface Water Historical Production, AFY**

Canyon	2010	2011	2012	2013	2014	2015	2016*	2017*	2018*	2019*
Cucamonga	46.2	0.0	0.0	0.0	14.8	362.9	411.2	931.5	638.7	1,284.9
Deer	162.5	195.0	150.5	171.8	232.5	189.2	68.2	17.7	40.1	1.8
Day/East	3,745.2	5,723.2	2,687.3	1,653.2	1,163.0	498.2	736.3	2,359.0	1,392.6	3,225.6
Total (AFY)	3,953.9	5,918.8	2,837.8	1,825.0	1,410.3	1,050.3	1,215.7	3,308.2	2,071.4	4,512.3

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\*Based on information provided by CVWD staff.

In the 2015 UWMP, CVWD has two projection scenarios: one for normal conditions and one for dry conditions. Production during dry conditions is projected to be half the production during a normal year. Projected surface water production rates are shown in Table 15.

**Table 15: Surface Water Production Projections, AFY**

Canyon	2020		2025		2030		2035		2040*	
	Normal	Dry	Normal	Dry	Normal	Dry	Normal	Dry	Normal	Dry
Cucamonga	1,000	500	1,000	500	1,000	500	1,000	500	1,000	500
Deer	140	70	140	70	140	70	140	70	140	70
Day/East	3,400	1,700	3,400	1,700	3,400	1,700	3,400	1,700	3,400	1,700
Total (AFY)	4,540	2,270	4,540	2,270	4,540	2,270	4,540	2,270	4,540	2,270

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

#### 3.3.1 Cucamonga Canyon

CVWD acquired the rights of the Loamosa Water Company in 1970s, which included the Loamosa Tunnel and rights to surface water in Cucamonga Canyon. The Cucamonga Canyon facilities include two diversion ponds and an inlet connecting to 3,300 lineal feet of 24-inch diameter transmission pipeline to Arthur H. Bridge Water Treatment Plant. The pond intake facilities are located in an unincorporated area of western San Bernardino County, north of the Rancho Cucamonga city boundary. CVWD owns rights to 250 miner’s inches, which is equal to 3.24 million gallons per day (MGD).

### 3.3.2 Day/East Canyon

CVWD acquired the Etiwanda Water Company in 1979, and thereby acquired surface and subsurface water rights for both Day and East Etiwanda Canyons. The sources from the two canyons are considered together and identified as Day/East Canyon. The canyons are located on the west and east end of the prolongation of Etiwanda Avenue. The facilities capture flows from four sources: Day Basin, east basin, Smith Tunnel, and Bee Tunnel. The flows are funneled into 14,600 lineal feet of 10-, 16-, and 18-inch diameter transmissions pipeline to Royer Nesbit Water Treatment Plant (currently not operating) and the Lloyd Michael Water Treatment Plant. Rights for both canyons are appropriative and include all rights to both surface and subsurface flows.

### 3.3.3 Deer Canyon

CVWD acquired control and ownership of the Hermosa Water Company in the early 1970s, and thereby acquired surface and subsurface water rights for Deer Canyon. The improvements in Deer Canyon included the Hermosa Tunnel, Thayer Tunnel, and "A" Tunnel, falls, and a collection point in a side canyon known as Fan Canyon. Transmission mains conveyed the flows from these sources to a common collection point at a small reservoir located on the south side of Lemon Avenue, east of Archibald Avenue. The area known as Deer Canyon is located in the foothills generally north of Haven Avenue. In 2002, CVWD signed an agreement to sell the natural spring water production from Deer Canyon to Nestle Company. In 2005, Nestle completed a pipeline that conveys flows from Deer Canyon to their plant in the City of Ontario. Currently, the CVWD only captures flows from the Hermosa Tunnel in Deer Canyon. The flows are funneled into 1,310 lineal feet of 6-inch transmission pipe and conveyed to a reservoir for disinfection and distribution. The water from the Hermosa Tunnel is considered to be groundwater and meets State requirements as a source for drinking water.

### 3.3.4 Surface Water Reliability

CVWD's average annual production from surface water sources from 1990 to 2018 was approximately 4,794 AFY. During the most recent ten years, CVWD's annual production ranged from approximately 1,050 AFY to 5,919 AFY (the lowest production years were recorded during a severe drought or while Cucamonga Canyon was out of service). It is estimated approximately 4,540 AFY of surface water (from Cucamonga Canyon, Deer Canyon, and Day/East Canyon) is available during a normal year and approximately 2,270 AFY of surface water is available during a dry year (CVWD 2015 UWMP, Table 34).

## 3.4 Recycled Water Supplies

In 2009, the District and IEUA jointly constructed the Northeast Area Projects to provide recycled water storage and conveyance from Arrow Route to the San Sevaine Basins. Ensuing projects, including the West Recycled Water Pipeline completed in 2012, provided additional recycled water to the CVWD service area. From the IEUA-sourced recycled water connections, CVWD has distributed over 1,000 AFY to end users within its service area. The District anticipates development of a comprehensive plan for increasing its recycled water use, especially in the southeast portion of its service area. Conveyance facilities exist in the BPRC Project area; therefore, the Project proposes to use recycled water for its outdoor irrigation needs.

## 4 Cucamonga Valley Water District Water Demands

### 4.1 CVWD Historical and Projected Data

Historical and projected data on population, water production, and water supplies have been based on the information in CVWD's UWMP. CVWD's historical water production is shown in Table 16. The production quantities have ranged from 48,063 AFY (2001) to 61,036 AFY (2007). The actual and projected populations are shown in Table 17. The actual and projected water use for the District is shown in Table 18. CVWD's service area is projected to experience build-out in the year 2030. CVWD estimated future population by using the current population density and the remaining buildable area in their service area. The City of Rancho Cucamonga 2010 General Plan includes a 2030 buildout population projection incorporated into the CVWD population projection. All population and water use projections beyond the year 2030 are constant. The climate data for the CVWD service area in 2015 is shown in Table 19.

**Table 16: CVWD Historical Potable Water Production**

CALENDAR YEAR	TOTAL PRODUCTION	CALENDAR YEAR	TOTAL PRODUCTION
2000	50,717	2010	48,001
2001	48,063	2011	49,844
2002	52,409	2012	52,180
2003	51,899	2013	52,549
2004	54,826	2014	52,926
2005	55,933	2015	41,443
2006	57,967	2016*	41,732
2007	61,036	2017*	45,143
2008	57,496	2018*	45,877
2009	54,821	2019*	42,506

Source: 2015 Cucamonga Valley Water District UWMP (Table 44 excluding Recycled Water), except as noted otherwise.

\* Based on information provided by CVWD staff.

**Table 17: CVWD Service Area Population, Actual and Projected**

YEAR	ACTUAL				PROJECTED				
	2000	2005	2010	2015	2020	2025	2030	2035	2040*
POPULATION	148,159	179,523	185,606	200,466	209,707	219,118	228,200	228,200	228,200

Source: Based on Table 6, 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\*Based on information provided by CVWD staff.

**Table 18: Water Use Sectors, Actual and Projected, AFY**

CUSTOMER TYPE	2010	2015	2020	2025	2030	2035	2040*
Residential	30,416	25,728	36,731	38,228	39,724	39,724	39,724
Commercial	2,034	2,004	2,553	2,657	2,761	2,761	2,761
Industrial	2,023	2,126	2,614	2,721	2,827	2,827	2,827
Institutional	542	648	736	765	795	795	795
Irrigation	10,252	8,039	12,529	13,040	13,550	13,550	13,550
Agricultural	33	33	41	43	44	44	44
Construction	68	137	162	168	175	175	175
Water Transfers	13	16	0	0	0	0	0
Losses	2,607	2,720	3,534	3,678	3,822	3,822	3,822
<b>TOTAL</b>	<b>47,988</b>	<b>41,451</b>	<b>58,900</b>	<b>61,300</b>	<b>63,700</b>	<b>63,700</b>	<b>63,700</b>

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

**Table 19: Climate Data**

MONTH (FOR YEAR 2015)	MONTHLY AVERAGE RAINFALL (IN)	MONTHLY AVERAGE TEMPERATURES (deg F)		
		AVERAGE	MINIMUM	MAXIMUM
January	0.94	59.2	46.8	71.4
February	1.66	62.1	48.9	75.2
March	0.19	66.7	53.1	80.6
April	0.5	65.5	53.1	77.9
May	0.94	64.6	54.5	74.8
June	0.01	76.5	62.8	90.1
July	0.6	77.4	65.1	89.8
August	0	81.5	67.5	95.4
September	1.72	80.6	67.8	93.2
October	0.67	74.7	62.8	86.5
November	0.45	58.8	44.4	73
December	1	53.1	40.3	65.7
Annual	8.68	68.39	55.59	81.13

Source: 2015 Cucamonga Valley Water District UWMP

The total projected water demands from the UWMP are shown in Table 20. The projections in the table are taken from the 2015 UWMP and include an allowance for the North Eastern Annexation Project. The amount of water allocated by the UWMP is compared to the actual water use projections based on the Project's Water Master Plan in the next section.

**Table 20: CVWD Projected Water Supply**

WATER SUPPLY	SOURCE	PROJECTED WATER SUPPLY (AFY)				
		2020	2025	2030	2035	2040*
		Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume
Groundwater	Chino Basin	12,755	13,687	13,859	19,282	19,282
Groundwater	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
Imported Water	MWD/IEUA	31,605	33,073	35,301	29,878	29,878
Surface Water	Cucamonga Canyon	1,000	1,000	1,000	1,000	1,000
Surface Water	Deer Canyon	140	140	140	140	140
Surface Water	Day/East Canyon	3,400	3,400	3,400	3,400	3,400
Surface Water Subtotal		4,540	4,540	4,540	4,540	4,540
<b>Total Potable Water</b>		<b>58,900</b>	<b>61,300</b>	<b>63,700</b>	<b>63,700</b>	<b>63,700</b>
Recycled Water	Inland Empire Utilities Agency	1,600	1,800	2,000	2,000	2,000
<b>TOTAL Water</b>		<b>60,500</b>	<b>63,100</b>	<b>65,700</b>	<b>65,700</b>	<b>65,700</b>

Source: 2015 Cucamonga Valley Water District UWMP, except as noted otherwise.

\* Based on information provided by CVWD staff.

#### 4.2 Bridge Point Rancho Cucamonga Water Demands

Projected water demand estimated for the Bridge Point Rancho Cucamonga development project for the WSA is based on the net increase in daily population due to additional employment opportunities from existing conditions. The existing development on the Project site includes approximately 1,454,240 square feet of retail, warehouse and ancillary office uses. The proposed Project will remove the existing structures, parking and landscaping, and replace it with two separate warehouse structures with a combined building area of approximately 2,152,500 sf (warehouse and ancillary office space), parking and landscape irrigation. The estimated employment opportunities (employees) for the current and proposed Project conditions are approximately 1,202 and 1,463, respectively. Employee water demand is typically estimated at five to ten gallons per employee per day.

The demand estimate also considers the water demand for irrigation of aesthetic landscaping proposed on the perimeter of the site, adjacent to building entrances, and within parking medians. Current irrigation demands are delineated in the UWMP and show a significant reduction in recent years due to drought and landscape irrigation reduction requirements. It is estimated the City's landscape ordinance equates to a restriction of one (1) to two (2) acre-feet per acre per year (AF/Ac/yr) as is typical for southern California inland (arid) regions since implementation of the 2009 Water Conservation Act. For the purposes of the

WSA, and a conservative estimate, the estimated Project demand uses 2 AF/Ac/yr. The total landscape irrigation area is identified in the Project Data of the conceptual site plan as 7.1 percent of the subarea associated with Building 1 and five (5) percent of the subarea associated with Building 2 (Figure 2). Table 21a is a summary of the land uses for the Project. Table 21b calculates the estimated indoor and outdoor water demands for the Project.

**Table 21a - BPRC Proposed Land Use**

BLDG	LAND USE	ACREAGE <sup>[2]</sup>
1	Warehouse Office	48.4
2	Warehouse Office	26.4
-	Street/Easement	8.0
-	Total landscape <sup>[1]</sup>	8.6
<b>Total</b>		<b>91.4</b>

[1] Per BPRC site plan, irrigation is proposed for landscaping over 9.4% of the gross site area (91.4 acres).

[2] Includes parking.

**Table 21b - BPRC Water Demand Estimate**

BLDG	LAND USE	TYPE		INDOOR WATER USE DEMAND FACTOR	OUTDOOR WATER USE DEMAND FACTOR <sup>[1]</sup>	<sup>[3]</sup>	
		Quantity	units			Indoor Water Demand	Outdoor Irrigation Demand <sup>[5]</sup>
1	General Ind landscape	961	emp	10 gpcd	-	9,610 gpd	-
		5.56	Ac <sup>[4]</sup>	-	2 AF/Ac/Yr	-	9,940 gpd
2	General Ind landscape	518	emp	10 gpcd	-	5,180 gpd	-
		3.04	Ac <sup>[4]</sup>	-	2 AF/Ac/Yr	-	5,422 gpd
-	Street/Easement	8.00	Ac	-	-	-	-
<b>GROSS Total</b>						14,790 gpd 16.6 AFY	15,362 gpd 17.2 AFY
Existing <sup>[2]</sup>		n/a		n/a	- <sup>[2]</sup>	10,184 gpd <sup>[2]</sup>	
<b>NET BRIDGE POINT RC Total</b>		-		-		<b>19,968 gpd 22.4 AFY</b>	

[1] Typical landscape ordinance restrictions per the 2009 Water Conservation Act range from 1.0 to 2.0 AF/Ac/Yr.

[2] CVWD staff provided consumption data for water service accounts serving the Project site; assumes Irrigation consumption included.

[3] Represents demand on CVWD potable (domestic) water sources until non-domestic water becomes available.

[4] Estimated irrigation acreage associated with each building is based on BPRC Site plan - total (gross) landscape = 375,000 sf - and breakdown between each building is based on square-footage of each building.

[5] Represents demand that could be served by non-domestic water sources.



The total net water demand increase for the CVWD due to the Bridge Point Rancho Cucamonga project would be 22.4 AFY for Project indoor and outdoor water uses at ultimate buildout, which is anticipated for completion in 2021 or 2023.

## 5 Future Supply

CVWD’s sources of water supply include untreated imported water purchased through the IEUA, groundwater rights to the Chino and Cucamonga Basins, and surface water. Recycled water is also provided through the IEUA as is considered in the CVWD 2015 UWMP and updated water supply for EHNCP WSA (April 2019) as part of the *reasonably available* water sources. The CVWD potable water supply for future normal years is shown in Table 22. It should be noted that imported water (Table 20) is broken down between Tier I and Tier II, and has been updated to include the estimated water demands for BPRC and EHNCP.

**Table 22: CVWD Future Potable Supply - Normal Years**

POTABLE WATER SUPPLY & DEMANDS (AFY)		YEAR				
		2020	2025	2030	2035	2040 <sup>[1]</sup>
WATER DEMANDS	BPRC Project Demands	0	22	22	22	22
	CVWD Total Potable Demands <sup>[1]</sup>	57,942	60,163	64,209	64,547	64,547
	PROJECTED TOTAL CVWD DEMAND	57,942	60,185	64,231	64,569	64,569
WATER SUPPLY	Chino Basin	12,755	13,687	13,859	19,282	19,282
	Cucamonga Basin	10,000	10,000	10,000	10,000	10,000
	Surface Water	4,540	4,540	4,540	4,540	4,540
	IEUA Tier I Imported Water	28,369	28,369	28,369	28,369	28,369
	IEUA Tier II Imported Water <sup>[1]</sup>	3,236	4,704	7,463	2,378	2,378
	Imported Water Total (Adjusted from Table 20) <sup>[3]</sup>	31,605	33,073	35,832	30,747	30,747
	TOTAL POTABLE SUPPLY	58,900	61,300	64,231	64,569	64,569
Surplus supply <sup>[2]</sup>		958	1,115	0	0	0

Source: 2015 Cucamonga Valley Water District UWMP, and information provided by CVWD staff specifically for the BPRC WSA.

[1] Based on input from CVWD staff and published data from CVWD.

[2] Based on current total water supply (58,900 AFY).

[3] Adjusted from CVWD Projected Water Supplies (Table 20) to include BPRC and based on information provided by CVWD staff.

Based on the water supply information in the 2015 UWMP, and information provided by CVWD staff specific to this and previous WSAs, CVWD’s future water demands can be met by using existing sources of water, including recycled water for irrigation purposes. The additional demands for future projects, including BPRC, can be met by District purchase of additional Tier II imported water from IEUA. CVWD has the ability to purchase Tier II water to meet the demands of future projects. With CVWD’s unlimited access to Tier II water, this is the water supply source CVWD plans to use for currently proposed future projects. All water sources are evaluated on a continual basis and implemented in the most cost effective manner for service to all District customers. The BPRC WSA identifies meeting demands through 2040 with the BPRC project.

The updated CVWD supply and demand projections for Normal Year, Single Dry Year, and Multiple Dry Years are outlined below.

### 5.1 Normal Year

The supply and demand for the normal year are summarized in Table 23. The table shows that CVWD is projected to have sufficient supply to meet demands.

**Table 23: Normal Year Supply and Demand\***

	2020	2025	2030	2035	2040
Supply (AFY)	58,900	61,300	64,231	64,569	64,569
Demand (AFY)	57,942	60,185	64,231	64,569	64,569
Difference	958	1,115	0	0	0

\* Based on 2015 Cucamonga Valley Water District UWMP and information provided by CVWD staff.

### 5.2 Single Dry Year

In a single dry year, the District’s groundwater supply is not anticipated to be affected. The water supply is projected at the Dry Year conditions as shown in Table 24. The difference from reduced canyon flows during a single dry year shall be made up from the District’s stored groundwater from the Chino Basin and/or implementation of water shortage contingency plan (See Section 3.2).

**Table 24: Single Dry Year Supply and Demand\***

	2020	2025	2030 <sup>[3]</sup>	2035 <sup>[3]</sup>	2040 <sup>[3]</sup>
Supply (AFY) <sup>[1]</sup>	58,900	61,571	65,638	65,978	65,978
Demand (AFY)	57,942	60,457	65,638	65,978	65,978
Difference <sup>[2]</sup>	958	1,114	0	0	0

\* Based on 2015 Cucamonga Valley Water District UWMP and information provided by CVWD staff.

[1] Based on updated supply information provided by CVWD staff.

[2] The difference was identified by information provided by CVWD staff, and revised to include BPRC.

[3] Supply to meet demand beyond 2025 is updated to include estimated BPRC water demand.

### 5.3 Multiple Dry Years

In multiple dry years, the District’s surface water supplies are expected to be reduced. The water supply projected for multiple dry year conditions is shown in Table 25. There could also potentially be imported water restriction, such as those implemented in 2015.

To meet demand, the difference from reduced canyon flows, imported water restrictions and State mandated water reductions during a multi-dry year shall be made up from the District’s stored groundwater from the Chino Basin, MWD Tier II imported water (if available), replenishment water (if available), and implementation of the water shortage contingency plan. In the projected supply, the District will utilize all

its MWD Tier I allocation and the District will also pursue MWD Tier II water in order to meet any additional demand.

The Cucamonga Basin water right is above 10,000 AFY, excluding the rights to divert. The District does not currently utilize its full rights to the Cucamonga Creek (3,620 AFY). Current infrastructure limits the amount of water which can be used; however, the District is currently investigating means to return production to previous levels. With additional improvements in Cucamonga Basin, such as increased treatment capacity, the District would be able to utilize its full rights. For the purposes of the WSA, MWD Tier II water is sufficient to meet the additional demand.

**Table 25: Multiple Dry Years Supply and Demand\***

YEAR	ITEM	2020	2025	2030 <sup>[3]</sup>	2035 <sup>[3]</sup>	2040 <sup>[3]</sup>
1	Supply (AFY) <sup>[1]</sup>	58,900	61,571	65,638	65,978	65,978
	Demand (AFY)	57,942	60,457	65,638	65,978	65,978
	Difference [2]	958	1,114	0	0	0
2	Supply (AFY) <sup>[1]</sup>	58,900	61,571	65,638	65,978	65,978
	Demand (AFY)	57,942	60,457	65,638	65,978	65,978
	Difference [2]	958	1,114	0	0	0
3	Supply (AFY) <sup>[1]</sup>	58,900	61,571	65,638	65,978	65,978
	Demand (AFY)	57,942	60,457	65,638	65,978	65,978
	Difference [2]	958	1,114	0	0	0

\*Based on 2015 Cucamonga Valley Water District UWMP and information provided by CVWD staff.

[1]Based on updated supply provided by CVWD staff.

[2]The difference was identified by CVWD staff or published CVWD information, and revised to include BPRC.

[3]Supply to meet demand beyond 2025 is updated to include estimated BPRC water demand.

#### 5.4 Additional Available Water Supplies

Additional groundwater is available to CVWD from the Cucamonga Basin. According to Section 5.2.2 of the 2015 UWMP, the District has the right to produce at least 10,500 AFY in addition to the 3,620 AFY from surface flows in Cucamonga Creek. Currently, as shown in Table 22 above, CVWD is planning to utilize only 10,000 AFY of groundwater from the Cucamonga Basin. A potential 2,566 AFY or more of groundwater could be evaluated for use by CVWD. Two major goals of the CVWD are to (1) reduce its reliance on imported water supplies and (2) diversify its water supply sources.

## 6 Conclusion

The analyses and data described herein demonstrate CVWD's ability to meet the water demands of the Bridge Point Rancho Cucamonga development project during normal, single-dry, and multiple-dry years during a 20-year planning projection. Additional water sources not fully utilized under normal conditions include the District's stored groundwater from the Chino Basin, MWD Tier II imported water, replenishment water, recycled water, and implementation of the water shortage contingency plan. The 2015 UWMP and the water supply portfolio recently updated by CVWD staff determined that increased local production up to existing rights, increased supply of Tier II imported water, recycled water, and other supply management strategies implemented by the District would meet the increased demands of near-term projects, thus establishing updated water supply capacity available for CVWD and the Bridge Point Rancho Cucamonga project. In addition, recycled water is planned to be used for all Project outdoor irrigation. The BPRC WSA concludes that net increased water demands for the Project site are within existing and planned water supply sources for the District under normal, single-dry, and multiple-dry years, in addition to existing and planned future uses, including agricultural and manufacturing.

CVWD produces water from its various sources with priority to utilize lowest cost sources first. Future wells in the Chino Basin, currently planned by CVWD, will increase production from the basin. Cucamonga Basin production has been limited due to groundwater treatment capacity. Current water supply improvement projects are proposed to return the Cucamonga Basin production to its previous levels. New wells and additional groundwater treatment capacity in Cucamonga Basin would allow production to the District's full groundwater pumping rights to serve BPRC as well as all other currently planned development projects within CVWD. Recycled water is available for BPRC and is proposed to serve its non-potable water demand, i.e. outdoor irrigation.

Water service to BPRC is contingent upon prompt payment of all charges, rates, and fees as adopted by the District from time to time. All landscape plans are required to ensure compliance with applicable requirements, and the applicant/developer will be required to plan and install water efficient devices and landscaping in accordance with applicable District Development Guidelines and Standards, ordinances, and requirements.

The Bridge Point Rancho Cucamonga development project WSA does not create a right or any entitlement to water service (Water Code Section 10914). The WSA is not a commitment to serve the Project, but rather serves as a review of the District's total projected water supplies as required by State legislation.

This WSA was prepared with information available to the District as of the date of its adoption. It is subject to amendment, revision, and/or re-adoption if significant new information becomes available which could not have been known, or was not known, at the time of its adoption, in accordance with Water Code section 10910(h).

# Attachment 1

## Chino Basin Judgment



*Case of J. Stark  
Jan 27, 1978  
td*

FILED

JAN 30 AM 11 41

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FILED - West District  
San Bernardino County Clerk

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*Caru Jennings*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICROFILMED

12 CHINO BASIN MUNICIPAL WATER )  
13 DISTRICT, )  
14 Plaintiff, )  
15 v. )  
16 CITY OF CHINO, et al. )  
17 Defendants. )

No. 164327

*REN* 51010

JUDGMENT

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13 FOR THE COUNTY OF SAN BERNARDINO

14 CHINO BASIN MUNICIPAL WATER )  
15 DISTRICT, )  
16 )  
17 Plaintiff, ) No. 164327  
18 )  
19 v. ) JUDGMENT  
20 )  
21 CITY OF CHINO, et al. )  
22 )  
23 Defendants. )  
24 )  
25 )  
26 )  
27 )  
28 )

1 I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (o) Person. Any individual, partnership, association,  
27 corporation, governmental entity or agency, or other organ-  
28 ization.

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

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

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

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

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

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

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

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

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

28 (y) SBVMWD -- San Bernardino Valley Municipal Water



1 District.

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

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

9 (bb) Supplemental Water -- Includes both water imported  
10 to Chino Basin from outside Chino Basin Watershed, and re-  
11 claimed water.

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

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

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

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

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

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

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

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

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

28 "H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

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

3 "K" -- Legal Description of Chino Basin.

4  
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

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

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

18 B. WATER RIGHTS IN SAFE YIELD

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

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

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

17 (a) Loss of Priorities. By reason of the long continued  
18 overdraft in Chino Basin, and in light of the complexity of  
19 determining appropriative priorities and the need for con-  
20 serving and making maximum beneficial use of the water re-  
21 sources of the State, each and all of the parties listed in  
22 Exhibit "E" are estopped and barred from asserting special  
23 priorities or preferences, inter se. All of said appropri-  
24 ative rights are accordingly deemed and considered of equal  
25 priority.

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

1 1007 of the Civil Code, said rights are immune from reduction  
2 or limitation by prescription.

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

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

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

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

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

8  
9 III. INJUNCTION

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

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

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

28 (c) Appropriative Pool. Each party in the

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

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

19  
20                                                IV. CONTINUING JURISDICTION

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

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

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

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

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

26 Said continuing jurisdiction is provided for the purpose of en-  
27 abling the Court, upon application of any party, the Watermaster,  
28 the Advisory Committee or any Pool Committee, by motion and, upon

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

6  
7 V. WATERMASTER

8 A. APPOINTMENT

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

22 B. POWERS AND DUTIES

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

28 18. Rules and Regulations. Upon recommendation by the



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

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

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

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

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

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

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

11 24. Borrowing. Watermaster may borrow from time to time  
12 amounts not exceeding the annual anticipated receipts of Water-  
13 master during such year.

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

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

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

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

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

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

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

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

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

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

19 (b) Noticed Motion. Any party, the Watermaster (as  
20 to any mandated action), the Advisory Committee, or any  
21 Pool Committee may, by a regularly noticed motion, apply  
22 to the Court for review of any Watermaster's action,  
23 decision or rule. Notice of such motion shall be served  
24 personally or mailed to Watermaster and to all active  
25 parties. Unless otherwise ordered by the Court, such  
26 motion shall not operate to stay the effect of such  
27 Watermaster action, decision or rule.  
28 -----

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

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

15 (e) Decision. The decision of the Court in such proceed-  
16 ing shall be an appealable supplemental order in this case.  
17 When the same is final, it shall be binding upon the Water-  
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

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

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

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

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

- 14 (a) Overlying (Agricultural) Pool 20,  
15 (b) Overlying (Non-agricultural) Pool 5, and  
16 (c) Appropriative Pool 20.

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

23 35. Quorum. A majority of the voting power of the Advisory  
24 Committee or any Pool Committee shall constitute a quorum for the  
25 transaction of affairs of such Advisory or Pool Committee; pro-  
26 vided, that at least one representative of each Pool Committee  
27 shall be required to constitute a quorum of the Advisory Committee.  
28 No Pool Committee representative may purposely absent himself or

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

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

22       37. Organization.

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

1 such Pool or Advisory Committee.

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

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

19 (d) Minutes. Minutes of all Pool Committee, Advisory  
20 Committee and Watermaster meetings shall be kept at Water-  
21 master's offices. Copies thereof shall be mailed or otherwise  
22 furnished to all active parties in the pool or pools con-  
23 cerned. Said copies of minutes shall constitute notice of any  
24 Pool or Advisory Committee action therein reported, and shall  
25 be available for inspection by any party.

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



1 from time to time. A copy of the order or notice of adjourn-  
2 ment shall be conspicuously posted forthwith on or near the  
3 door of the place where the meeting was held.

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

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

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

22 [1] Committee Initiative. When any recommendation  
23 or advice of the Advisory Committee is received by  
24 Watermaster, action consistent therewith may be taken by  
25 Watermaster; provided, that any recommendation approved  
26 by 80 votes or more in the Advisory Committee shall  
27 constitute a mandate for action by Watermaster consistent  
28 therewith. If Watermaster is unwilling or unable to act

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

10           [2] Committee Review. In the event Watermaster  
11           proposes to take any discretionary action, other than  
12           approval or disapproval of a Pool Committee action or  
13           recommendation properly transmitted, or execute any  
14           agreement not theretofore within the scope of an Advisory  
15           Committee recommendation, notice of such intended action  
16           shall be served on the Advisory Committee and its members  
17           at least thirty (30) days before the Watermaster meeting  
18           at which such action is finally authorized.

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

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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

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

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

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

1 quantity and quality of said water resources may thereby be pre-  
2 served and the beneficial utilization of the Basin maximized.

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

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established  
16 three (3) pools for Watermaster administration of, and for the  
17 allocation of responsibility for, and payment of, costs of re-  
18 plenishment water and other aspects of this Physical Solution.

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

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

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

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

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

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

14 <u>Pool</u>	15 <u>Allocation</u>
16 Overlying (Agricultural) Pool	414,000 acre feet in any five (5) consecutive years.
17 Overlying (Non-agricultural) Pool.	7,366 acre feet per year.
18 Appropriative Pool	49,834 acre feet per year.

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

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

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

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

14 C. REPORTS AND ACCOUNTING

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

22 48. Watermaster Reports and Accounting. Watermaster's  
23 annual report, which shall be filed on or before November 15 of  
24 each year and shall apply to the preceding year's operation, shall  
25 contain details as to operation of each of the pools and a certi-  
26 fied audit of all assessments and expenditures pursuant to this  
27 Physical Solution and a review of Watermaster activities.  
28 - - - - -

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1 D. REPLENISHMENT

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

10 (a) Reclaimed Water. There exist a series of agreements  
11 generally denominated the Regional Waste Water Agreements  
12 between CBMWD and owners of the major municipal sewer systems  
13 within the basin. Under those agreements, which are recog-  
14 nized hereby but shall be unaffected and unimpaired by this  
15 judgment, substantial quantities of reclaimed water may be  
16 made available for replenishment purposes. There are addi-  
17 tional sources of reclaimed water which are, or may become,  
18 available to Watermaster for said purposes. Maximum benefi-  
19 cial use of reclaimed water shall be given high priority by  
20 Watermaster.

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

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

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

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

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

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

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

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-  
19 ever basis, may be levied by Watermaster pursuant to the pooling  
20 plan adopted for the applicable pool.

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

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



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

4 54. Administrative Expenses. The expenses of administration  
5 of this Physical Solution shall be categorized as either (a) gen-  
6 eral Watermaster administrative expense, or (b) special project  
7 expense.

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

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

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

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

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

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

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

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

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-  
19 master flexibility in purchase and spreading of replenishment  
20 water, Watermaster may make reasonable accumulations of replen-  
21 ishment water assessment proceeds. Interest earned on such re-  
22 tained funds shall be added to the account of the pool from which  
23 the funds were collected and shall be applied only to the purchase  
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and  
26 operation under this Physical Solution shall be July 1, 1977, and  
27 the first production assessments hereunder shall be due after July  
28 1, 1978. Watermaster shall, however, require installation of

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

5  
6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each  
8 party shall designate the name and address to be used for purposes  
9 of all subsequent notices and service herein, either by its en-  
10 dorsement on the Stipulation for Judgment or by a separate desig-  
11 nation to be filed within thirty (30) days after Judgment has been  
12 served. Said designation may be changed from time to time by  
13 filing a written notice of such change with the Watermaster. Any  
14 party desiring to be relieved of receiving notices of Watermaster  
15 or committee activity may file a waiver of notice on a form to be  
16 provided by Watermaster. Thereafter such party shall be removed  
17 from the Active Party list. Watermaster shall maintain at all  
18 times a current list of active parties and their addresses for  
19 purposes of service. Watermaster shall also maintain a full  
20 current list of names and addresses of all parties or their suc-  
21 cessors, as filed herein. Copies of such lists shall be available,  
22 without cost, to any party, the Advisory Committee or any Pool  
23 Committee upon written request therefor.

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

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

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

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

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

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

1 licenses and upon the agents, employees and attorneys in fact of  
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-  
4 ceeding from any other party.

5 Dated: JAN 27 1978.

6  
7 Armond B. Weiss  
8 Judge

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Attachment 2  
Cucamonga Basin Judgment



1 WALKER, WRIGHT, TYLER & WARD  
2 210 West 7th Street, Suite 631  
3 Los Angeles 14, California  
4 Trinity 8936

5 Attorneys for Plaintiff

6  
7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN BERNARDINO

10  
11  
12 SAN ANTONIO WATER COMPANY, a corporation,  
13 Plaintiff,

14 -vs-

15 FOOTHILL IRRIGATION COMPANY, a corporation;  
16 SUNSET WATER COMPANY, a corporation; IOAMOSA  
17 WATER COMPANY, a corporation; and OLD SETTLERS  
18 WATER COMPANY, a corporation; ALTA LOMA MUTUAL  
19 WATER COMPANY, a corporation; ARMSTRONG  
20 NURSERIES, a corporation; BANYAN HEIGHTS WATER  
21 COMPANY, a corporation; CARNELIAN WATER  
22 COMPANY, a corporation; CITRUS WATER COMPANY,  
23 a corporation; CUCAMONGA DEVELOPMENT COMPANY,  
24 a corporation; CUCAMONGA WATER COMPANY, a  
25 corporation; HEDGES WELL COMPANY, a corpor-  
26 ation; HELLMAN WATER COMPANY, a corporation;  
27 HERMOSA WATER COMPANY, a corporation;  
28 JOYA MUTUAL WATER COMPANY, a corporation;  
29 REX MUTUAL WATER COMPANY, a corporation;  
30 SAPPHIRE MUTUAL WATER COMPANY, a corporation;  
31 CHARLES SNYDER; UPLAND WATER COMPANY, a  
32 corporation; HENRY G. BODKIN and BANK OF  
AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Executors of the last will of Giovanni Vai,  
deceased; WESTERN FRUIT GROWERS, a corporation;  
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a  
partnership composed of Arthur Bridge, Helen  
Bridge, and Grace W. Burt; JOHN DOE ONE to  
THIRTY inclusive, MARY ROE ONE to THIRTY  
inclusive, JOHN DOE COMPANY ONE to TWENTY  
inclusive,

Defendants.

No. 92645

DECREE

SCOTT & HEILNER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA



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

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

1 and Rex Mutual Water Company.

2 and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1           Exhibit 2: A list of the "allocated water" of each party  
2           (Other than the stream flow mentioned in paragraph "Third");  
3           Exhibit 3: A map of "Cucamonga Pipe Lines";  
4           Exhibit 4: A map of "Cucamonga Spreading Works";  
5           Exhibit 5: A map of "Well and Shaft Locations";  
6 and said exhibits are herein respectively referred to as "Exhibit 1",  
7 "Exhibit 2", "Exhibit 3", "Exhibit 4" and "Exhibit 5".

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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1 During each spreading season, the remaining amount of Ioamosa  
2 gravity water over and above fifty (50) inches, shall be either:  
3 (a) Used for irrigation purposes over Cucamonga Basin; or,  
4 (b) Spread over Cucamonga Basin in the spreading grounds  
5 of Ioamosa or Banyan Heights Water Company; or  
6 (c) Returned by Ioamosa to the channel of Cucamonga Creek.

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

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

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

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

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

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

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

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

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

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

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

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

1 Colony Lot No. 170

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

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

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

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

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

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

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

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

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

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



1 consecutive years such right shall not be exercised.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

23  
24  
25 CARL B. HILLIARD

26 \_\_\_\_\_  
27 Judge  
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EXHIBIT 1

TERRITORY UNDER WHICH LIES THE "CUCAMONGA BASIN"

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

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

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ATTORNEYS AT LAW  
3428 FARMERS BUILDING, CALIFORNIA

EXHIBIT 2

STIPULATED WATER

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NAME ACRE FEET PER YEAR

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

EXHIBIT 2

114  
15,351

1 WALKER, WRIGHT, TYLER & WARD  
2 210 W. 7th Street, Suite 631  
3 Los Angeles, 14, California,  
4 Trinity 8936

5 Attorneys for Plaintiff

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

10  
11 SAN ANTONIO WATER COMPANY, a corporation,  
12 Plaintiff,

13 vs.

14 FOOTHILL IRRIGATION COMPANY, a corporation;  
15 SUNSET WATER COMPANY, a corporation; IOAMOS  
16 WATER COMPANY, a corporation; and OLD SETTLERS  
17 WATER COMPANY, a corporation; ALTA LOMA MUTUAL  
18 WATER COMPANY, a corporation; ARMSTRONG  
19 NURSERIES, a corporation; BANYAN HEIGHTS WATER  
20 COMPANY, a corporation; CARNELIAN WATER  
21 COMPANY, a corporation; CITRUS WATER COMPANY,  
22 a corporation; CUCAMONGA DEVELOPMENT COMPANY,  
23 a corporation; CUCAMONGA WATER COMPANY, a  
24 corporation; HEDGES WELL COMPANY, a corpora-  
25 tion; HELLMAN WATER COMPANY, a corporation;  
26 HERMOSA WATER COMPANY, a corporation;  
27 JOYA MUTUAL WATER COMPANY, a corporation;  
28 REX MUTUAL WATER COMPANY, a corporation;  
29 SAPPHIRE MUTUAL WATER COMPANY, a corporation;  
30 CHARLES SNYDER; UPLAND WATER COMPANY, a  
31 corporation; HENRY G. BODKIN and BANK OF  
32 AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Executors of the last will of Giovanni Vai,  
deceased; WESTERN FRUIT GROWERS, a corporation;  
HUGH P. CRAWFORD; G. N. HAMILTON RANCH, a partner-  
ship composed of Arthur Bridge, Helen Bridge, and  
Grace W. Burt; JOHN DOE ONE to THIRTY, inclusive,  
MARY ROE ONE to THIRTY inclusive, JOHN DOE  
COMPANY ONE TO TWENTY inclusive,

Defendants.

No.

STIPULATION

REGARDING

TRIAL AND

JUDGMENT

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

SURE & HELLYER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

1 that:

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

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

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

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

23 Dated: <sup>April</sup> ~~November~~ 25<sup>th</sup>, 1957.

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25 *Egan*  
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SAN ANTONIO WATER COMPANY

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

WALKER, WRIGHT, TYLER AND WARD

BY Thomas S. Walker  
Attorneys for Plaintiff

FOOTHILL IRRIGATION COMPANY

BY Therman Wilson V. President  
AND Frank H. Van Fleet Secretary

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IOAMOSA WATER COMPANY

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

OLD SETTLERS WATER COMPANY

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

SUNSET WATER COMPANY

BY Norman Blinn President  
AND Emma Mae Phelan Secretary

CUCAMONGA WATER COMPANY

BY Leon Lucas President  
AND Clifton Chappell Secretary

ALTA LOMA MUTUAL WATER COMPANY

BY E. J. Minor President  
AND Louise L. Merchant Secretary

ARMSTRONG NURSERIES, ETC.

BY Clayton Armstrong President  
AND Tom R. Secretary

BANYAN HEIGHTS WATER COMPANY

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

CARNELIAN WATER COMPANY

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

CITRUS WATER COMPANY

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



CUNNING & HELLYER  
ATTORNEYS AT LAW  
SAN FRANCISCO, CALIFORNIA

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HEDGES WELL COMPANY,

BY Donald B. Bair President

AND Merrill J. ... Secretary

HELLMAN WATER COMPANY

BY J. F. Grass President

AND Frank N. Van Fleet Secretary

HERMOSA WATER COMPANY

BY Wm. H. ... President

AND Frank N. Van Fleet Secretary

JOYA MUTUAL WATER COMPANY

BY Alan B. ... President

AND Harold H. ... Secretary

UPLAND WATER COMPANY

BY Wm. ... President

AND J. ... Secretary

WESTERN FRUIT GROWERS

BY W. ... President

AND M. ... Secretary

CUCAMONGA DEVELOPMENT COMPANY

BY Robert ... President

AND Frank N. Van Fleet Secretary

SAPPHIRE MUTUAL WATER COMPANY

BY H. L. ... President

AND Frank N. Van Fleet Secretary

Charles Snyder  
(Charles Snyder)

Hugh P. Crawford  
(Hugh P. Crawford)

SURR & HELLYER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

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

BY [Signature]

X AND <sup>ASSISTANT TRUST OFFICER</sup> [Signature]  
(Henry G. Bodkin)

G. N. HAMILTON RANCH, a partnership,

BY [Signature]  
(Arthur Bridge)

BY [Signature]  
(Helen Bridge)

BY [Signature]  
(Grace W. Burt)  
Partners

REX MUTUAL WATER COMPANY

X BY [Signature] President

AND [Signature] Secretary

SURR & HELLYER

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