

Exhibit H

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

1 DONALD D. STARK
2 A Professional Corporation
3 Suite 201 Airport Plaza
4 2061 Business Center Drive
5 Irvine, California 92715
6 Telephone: (714) 752-8971
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LAW OFFICES
DONALD D. STARK
& PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971
Supervisor
Secretary
Other

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FILED - West District
San Bernardino County Clerk

DCT 26 1989

Caru Jennings

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

CHINO BASIN MUNICIPAL WATER)
DISTRICT)
Plaintiff,)
v.)
CITY OF CHINO, et al.)
Defendants.)

MICROFILMED

No. 164327

REN 51010

JUDGMENT

X

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92716
(714) 792-9971

JUDGMENT
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SUITE 201
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IRVINE, CALIFORNIA 92715
(714) 782-8871

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LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971

4 CLAYSON, ROTHROCK & MANN
5 601 South Main Street
Corona, California 91720
6 Telephone: (714) 737-1910

7 Attorneys for Plaintiff

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

11
12 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
13)
14 Plaintiff,)
15)
16 v.)
17 CITY OF CHINO, et al.)
Defendants.)

No. 164327

JUDGMENT

18
19 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

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

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.

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

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"I" -- Engineering Appendix.

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

"K" -- Legal Description of Chino Basin.

II. DECLARATION OF RIGHTS

A. HYDROLOGY

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

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

B. WATER RIGHTS IN SAFE YIELD

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

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92716
(714) 792-8971

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

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A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 783-8971

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

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92714
(714) 752-8971

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

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 782-8871

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

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 782-8971

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

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
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(714) 782-8871

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, munici-
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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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

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

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

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

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

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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

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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> | <u>Allocation</u> |
|----|--|---|
| 15 | Overlying (Agricultural) Pool | 414,000 acre feet in any five (5) consecutive years. |
| 16 | Overlying (Non-agricultural) 17 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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D. REPLENISHMENT

1
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

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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

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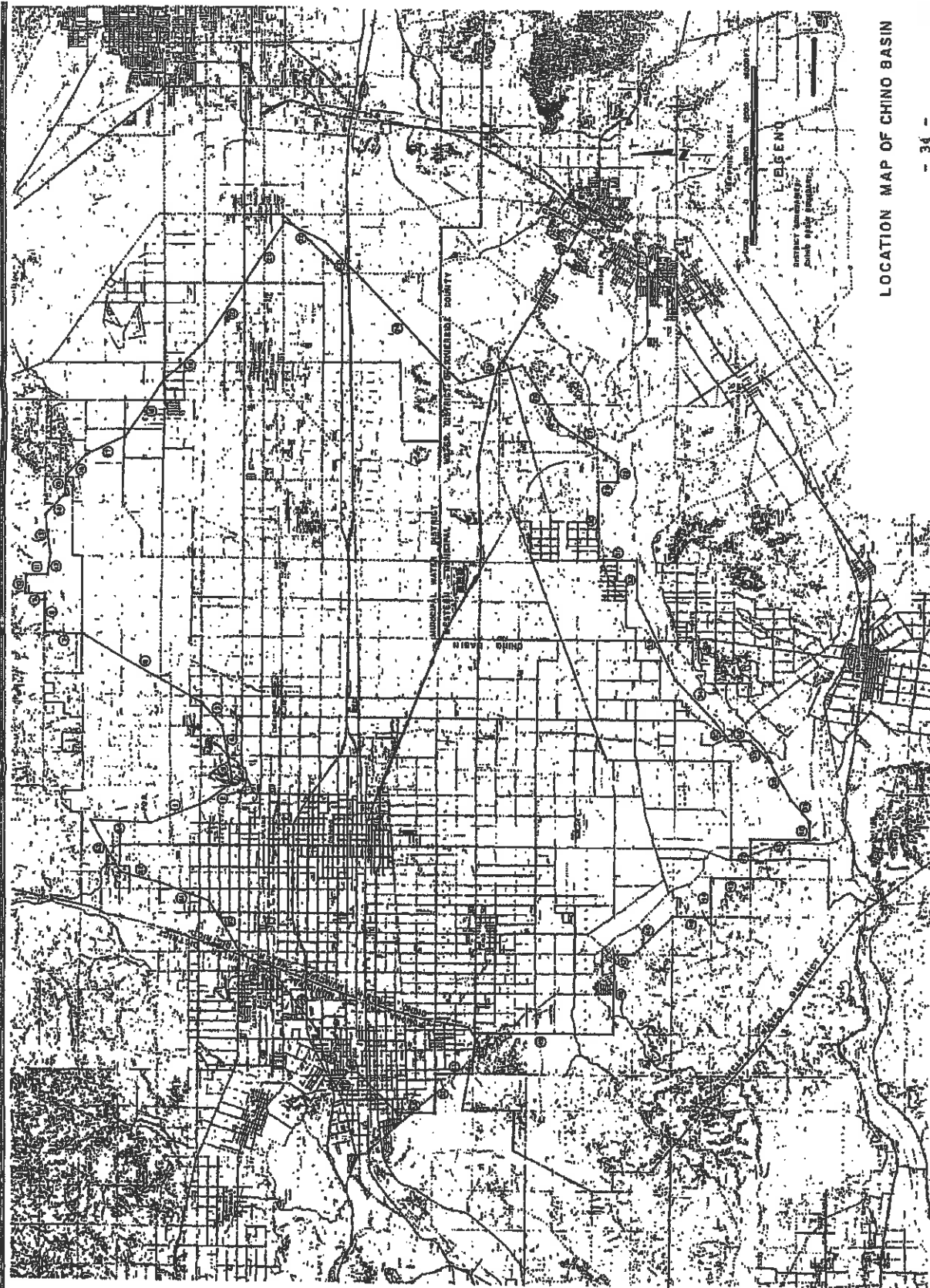
licensees and upon the agents, employees and attorneys in fact of all such persons.

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

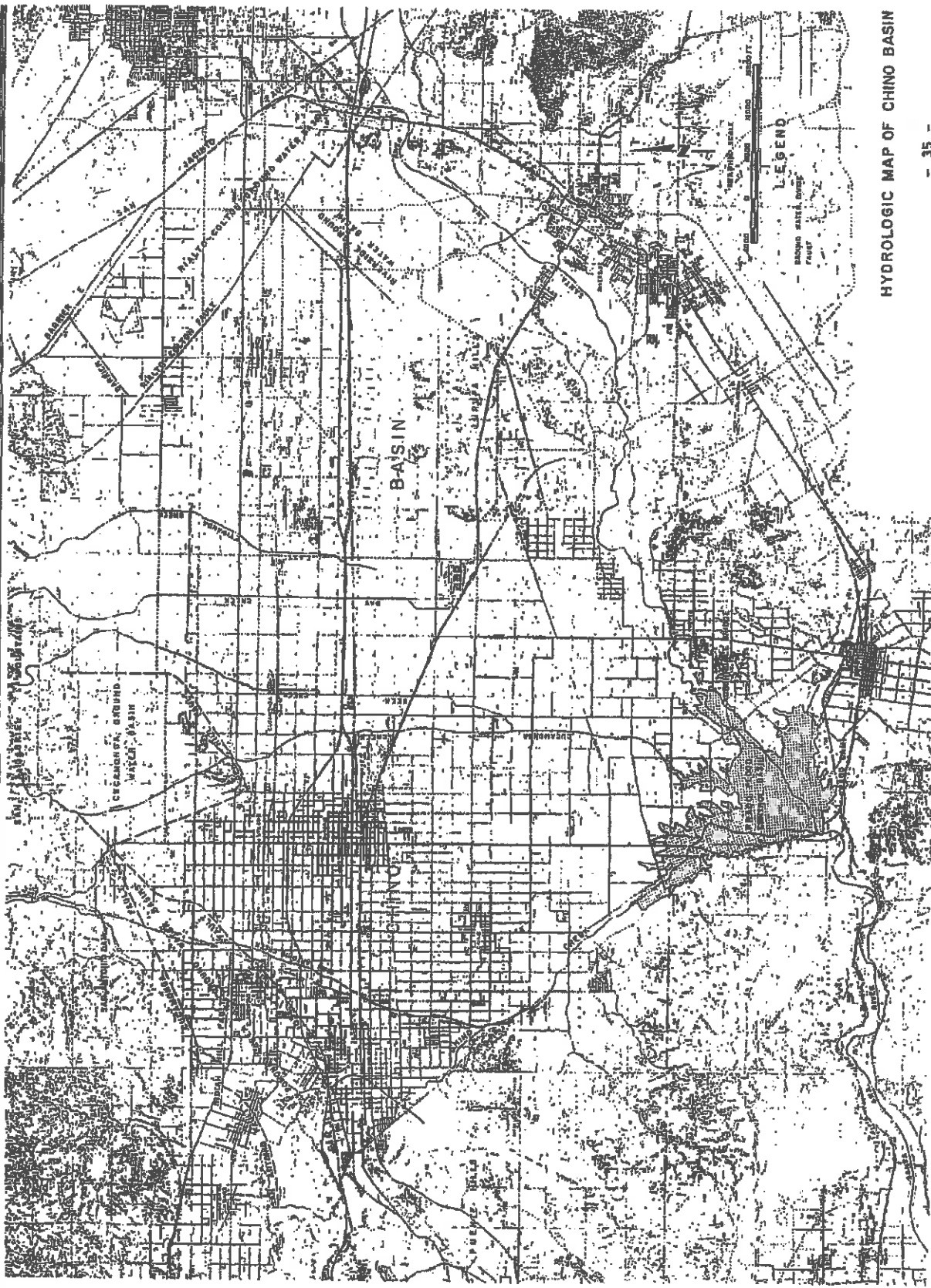
Dated: JAN 27 1978.

Armond B. Weiss

Judge



LOCATION MAP OF CHINO BASIN



HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

| | | |
|----|--------------------------|-----------------------------------|
| 1 | STATE OF CALIFORNIA | Aphessetche, Xavier |
| 2 | COUNTY OF SAN BERNARDINO | Arena Mutual Water Assn. |
| 3 | Abacherli Dairy, Inc. | Armstrong Nurseries, Inc. |
| 4 | Abacherli, Frank | Arretche, Frank |
| 5 | Abacherli, Shirley | Arretche, Jean Pierre |
| 6 | Abbona, Anna | Arvidson, Clarence F. |
| 7 | Abbona, James | Arvidson, Florence |
| 8 | Abbona, Jim | Ashley, George W. |
| 9 | Abbona, Mary | Ashley, Pearl E. |
| 10 | Agliani, Amelia H. | Atlas Farms |
| 11 | Agman, Inc. | Atlas Ornamental Iron Works, Inc. |
| 12 | Aguerre, Louis B. | Aukeman, Carol |
| 13 | Ahmanson Trust Co. | Aukeman, Lewis |
| 14 | Akiyama, Shizuye | Ayers, Kenneth C., aka |
| 15 | Akiyama, Tomoo | Kelley Ayers |
| 16 | Akkerman, Dave | Bachoc, Raymond |
| 17 | Albers, J. N. | Baldwin, Edgar A. |
| 18 | Albers, Nellie | Baldwin, Lester |
| 19 | Alewyn, Jake J. | Banbury, Carolyn |
| 20 | Alewyn, Normalee | Bangma Dairy |
| 21 | Alger, Mary D. | Bangma, Arthur |
| 22 | Alger, Raymond | Bangma, Ida |
| 23 | Allen, Ben F. | Bangma, Martin |
| 24 | Allen, Jane F. | Bangma, Sam |
| 25 | Alta-Dena Dairy | Barba, Anthony B. |
| 26 | Anderson Farms | Barba, Frank |
| 27 | Anguiano, Sarah L. S. | Barcellos, Joseph |
| 28 | Anker, Gus | Barnhill, Maurine W. |

EXHIBIT "C"

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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8871

| | | |
|----|----------------------------|--------------------------|
| 1 | Barnhill, Paul | Boersma, Angie |
| 2 | Bartel, Dale | Boersma, Berdina |
| 3 | Bartel, Ursula | Boersma, Frank |
| 4 | Bartel, Willard | Boersma, Harry |
| 5 | Barthelemy, Henry | Boersma, Paul |
| 6 | Barthelemy, Roland | Boersma, Sam |
| 7 | Bassler, Donald V., M.D. | Boersma, William L. |
| 8 | Bates, Lowell R. | Bohlander & Holmes, Inc. |
| 9 | Bates, Mildred L. | Bokma, Peter |
| 10 | Beahn, James W. | Bollema, Jacob |
| 11 | Beahn, Joan M. | Boonstoo, Edward |
| 12 | Bekendam, Hank | Bootsma, Jim |
| 13 | Bekendam, Pete | Borba, Dolene |
| 14 | Bello, Eugene | Borba, Dolores |
| 15 | Bello, Olga | Borba, Emily |
| 16 | Beltman, Evalyn | Borba, George |
| 17 | Beltman, Tony | Borba, John |
| 18 | Bergquist Properties, Inc. | Borba, John & Sons |
| 19 | Bevacqua, Joel A. | Borba, John Jr. |
| 20 | Bevacqua, Marie B. | Borba, Joseph A. |
| 21 | Bidart, Bernard | Borba, Karen E. |
| 22 | Bidart, Michael J. | Borba, Karen M. |
| 23 | Binnell, Wesley | Borba, Pete, Estate of |
| 24 | Black, Patricia E. | Borba, Ricci |
| 25 | Black, Victor | Borba, Steve |
| 26 | Bodger, John & Sons Co. | Borba, Tom |
| 27 | Boer, Adrian | Bordisso, Alleck |
| 28 | Boersma and Wind Dairy | Borges, Angelica M. |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

| | | |
|----|----------------------|------------------------------|
| 1 | Borges, Bernadette | Bothof, Roger W. |
| 2 | Borges, John O. | Bouma, Cornie |
| 3 | Borges, Linda L. | Bouma, Emma |
| 4 | Borges, Manual Jr. | Bouma, Henry P. |
| 5 | Borges, Tony | Bouma, Martin |
| 6 | Bos, Aleid | Bouma, Peter G. & Sons Dairy |
| 7 | Bos, Gerrit | Bouma, Ted |
| 8 | Bos, John | Bouman, Helen |
| 9 | Bos, John | Bouman, Sam |
| 10 | Bos, Margaret | Bower, Mabel E. |
| 11 | Bos, Mary | Boys Republic |
| 12 | Bos, Mary Beth | Breedyk, Arie |
| 13 | Bos, Tony | Breedyk, Jessie |
| 14 | Bosch, Henrietta | Briano Brothers |
| 15 | Bosch, Peter T. | Briano, Albert |
| 16 | Boschma, Betty | Briano, Albert Trustee for |
| 17 | Boschma, Frank | Briano, Albert Frank |
| 18 | Boschma, Greta | Briano, Lena |
| 19 | Boschma, Henry | Brink, Russell N. |
| 20 | Bosma, Dick | Brinkerhoff, Margaret |
| 21 | Bosma, Florence G. | Brinkerhoff, Robert L. |
| 22 | Bosma, Gerrit | Britschgi, Florence |
| 23 | Bosma, Jacob J. | Britschgi, Magdalena Garetto |
| 24 | Bosma, Jeanette Thea | Britschgi, Walter P. |
| 25 | Bosman, Frank | Brommer, Marvin |
| 26 | Bosman, Nellie | Brookside Enterprizes, dba |
| 27 | Bosnyak, Goldie M. | Brookside Vineyard Co. |
| 28 | Bosnyak, Martin | Brothers Three Dairy |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

| | | |
|----|----------------------------|--------------------------------|
| 1 | Brown, Eugene | Chino Corona Investment |
| 2 | Brun, Martha M. | Chino Water Co. |
| 3 | Brun, Peter Robert | Christensen, Leslie |
| 4 | Buma, Duke | Christensen, Richard G. |
| 5 | Buma, Martha | Christian, Ada R. |
| 6 | Bunse, Nancy | Christian, Harold F. |
| 7 | Bunse, Ronnie L. | Christy, Ella J. |
| 8 | Caballero, Bonnie L. | Christy, Ronald S. |
| 9 | Caballero, Richard F. | Cihigoyenette, Jean |
| 10 | Cable Airport Inc. | Cihigoyenette, Leona |
| 11 | Cadlini, Donald | Cihigoyenette, Martin |
| 12 | Cadlini, Jesse R. | Clarke, Arthur B. |
| 13 | Cadlini, Marie Edna | Clarke, Nancy L. |
| 14 | Cambio, Anna | Clarke, Phyllis J. |
| 15 | Cambio, Charles, Estate of | Coelho, Isabel |
| 16 | Cambio, William V. | Coelho, Joe A. Jr. |
| 17 | Cardoza, Florence | Collins, Howard E. |
| 18 | Cardoza, Olivi | Collins, Judith F. |
| 19 | Cardoza, Tony | Collinsworth, Ester L. |
| 20 | Carnesi, Tom | Collinsworth, John E. |
| 21 | Carver, Robt M., Trustee | Collinsworth, Shelby |
| 22 | Cauffman, John R. | Cone Estate (05-2-00648/649) |
| 23 | Chacon Bros. | Consolidated Freightways Corp. |
| 24 | Chacon, Elvera P. | of Delaware |
| 25 | Chacon, Joe M. | Corona Farms Co. |
| 26 | Chacon, Robert M. | Corra, Rose |
| 27 | Chacon, Virginia L. | Costa, Dimas S. |
| 28 | Chez, Joseph C. | Costa, Laura |

EXHIBIT "C"

| | | |
|----|-----------------------------------|------------------------|
| 1 | Costa, Myrtle | De Boer, L. H. |
| 2 | Costamagna, Antonio | De Boer, Sidney |
| 3 | Costamagna, Joseph | De Bos, Andrew |
| 4 | Cousyn, Claus B. | De Graaf, Anna Mae |
| 5 | Cramer, Carole F. | De Graaf, Gerrit |
| 6 | Cramer, William R. | De Groot, Dick |
| 7 | Crossroads Auto Dismantlers, Inc. | De Groot, Dorothy |
| 8 | Crouse, Beatrice I. | De Groot, Ernest |
| 9 | Crouse, Roger | De Groot, Henrietta |
| 10 | Crowley, Juanita C. | De Groot, Jake |
| 11 | Crowley, Ralph | De Groot, Pete Jr. |
| 12 | Cucamonga Vintners | De Haan, Bernadena |
| 13 | D'Astici, Teresa | De Haan, Henry |
| 14 | Da Costa, Cecilia B. | De Hoog, Adriana |
| 15 | Da Costa, Joaquim F. | De Hoog, Joe |
| 16 | Daloisio, Norman | De Hoog, Martin |
| 17 | De Berard Bros. | De Hoog, Martin L. |
| 18 | De Berard, Arthur, Trustee | De Hoog, Mitch |
| 19 | De Berard, Charles | De Hoog, Tryntje |
| 20 | De Berard, Chas., Trustee | De Jager, Cobi |
| 21 | De Berard, Helan J. | De Jager, Edward D. |
| 22 | De Berard, Robert | De Jong Brothers Dairy |
| 23 | De Berard, Robert, Trustee | De Jong, Cornelis |
| 24 | De Bie, Adrian | De Jong, Cornelius |
| 25 | De Bie, Henry | De Jong, Grace |
| 26 | De Bie, Margaret M. | De Jong, Jake |
| 27 | De Bie, Marvin | De Jong, Lena |
| 28 | De Boer, Fred | De Leeuw, Alice |

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 782-8971

| | | |
|----|----------------------------|------------------------|
| 1 | De Leeuw, Sam | Dirkse, Catherine |
| 2 | De Soete, Agnes | Dirkse, Charles C. |
| 3 | De Soete, Andre | Dixon, Charles E. |
| 4 | De Vries, Abraham | Dixon, Geraldine A. |
| 5 | De Vries, Case | Doesberg, Hendrica |
| 6 | De Vries, Dick | Doesburg, Theodorus P. |
| 7 | De Vries, Evelyn | Dolan, Marion |
| 8 | De Vries, Henry, Estate of | Dolan, Michael H. |
| 9 | De Vries, Hermina | Dominguez, Helen |
| 10 | De Vries, Jack H. | Dominguez, Manual |
| 11 | De Vries, Jane | Donkers, Henry A. |
| 12 | De Vries, Janice | Donkers, Nellie G. |
| 13 | De Vries, John | Dotta Bros. |
| 14 | De Vries, John J. | Douma Brothers Dairy |
| 15 | De Vries, Neil | Douma, Betty A. |
| 16 | De Vries, Ruth | Douma, Fred A. |
| 17 | De Vries, Theresa | Douma, Hendrika |
| 18 | De Wit, Gladys | Douma, Herman G. |
| 19 | De Wit, Peter S. | Douma, Narleen J. |
| 20 | De Wynn, Evert | Douma, Phillip M. |
| 21 | De Zoete, Hattie V. | Dow Chemical Co. |
| 22 | De Zoete, Leo A. | Dragt, Rheta |
| 23 | Decker, Hallie | Dragt, William |
| 24 | Decker, Henry A. | Driftwood Dairy Farm |
| 25 | Demmer, Ernest | Droogh, Case |
| 26 | Di Carlo, Marie | Duhalde, Marian |
| 27 | Di Carlo, Victor | Duhalde, Lauren |
| 28 | Di Tommaso, Frank | Duits, Henrietta |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 732-9971

| | | |
|----|------------------------------|----------------------------------|
| 1 | Duits, John | Excelsior Farms F.D.I.C. |
| 2 | Dunlap, Edna Kraemer, | Fagundes, Frank M. |
| 3 | Estate of | Fagundes, Mary |
| 4 | Durrington, Glen | Fernandes, Joseph Jr. |
| 5 | Durrington, William F. | Fernandes, Velma C. |
| 6 | Dusi, John, Sr. | Ferraro, Ann |
| 7 | Dykstra, Dick | Ferreira, Frank J. |
| 8 | Dykstra, John | Ferreira, Joe C. Jr. |
| 9 | Dykstra, John & Sons | Ferreira, Narcie |
| 10 | Dykstra, Wilma | Filippi, J. Vintage Co. |
| 11 | Dyt, Cor | Filippi, Joseph |
| 12 | Dyt, Johanna | Filippi, Joseph A. |
| 13 | E and S Grape Growers | Filippi, Mary E. |
| 14 | Eaton, Thomas, Estate of | Fitzgerald, John R. |
| 15 | Echeverria, Juan | Flameling Dairy Inc. |
| 16 | Echeverria, Carlos | Flamingo Dairy |
| 17 | Echeverria, Pablo | Foss, Douglas E. |
| 18 | Eilers, E. Myrle | Foss, Gerald R. |
| 19 | Eilers, Henry W. | Foss, Russel |
| 20 | El Prado Golf Course | Fred & John Troost No. 1 Inc. |
| 21 | Ellsworth, Rex C. | Fred & Maynard Troost No. 2 Inc. |
| 22 | Engelsma, Jake | Freitas, Beatriz |
| 23 | Engelsma, Susan | Freitas, Tony T. |
| 24 | Escojeda, Henry | Gakle, Louis L. |
| 25 | Etiwanda Grape Products Co. | Galleano Winery, Inc. |
| 26 | Euclid Ave. Investment One | Galleano, Bernard D. |
| 27 | Euclid Ave. Investment Four | Galleano, D. |
| 28 | Euclid Ave. Three Investment | Galleano, Mary M. |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 782-8871

| | | |
|----|--------------------------|----------------------------------|
| 1 | Garcia, Pete | Hansen, Raymond F. |
| 2 | Gardner, Leland V. | Hanson, Ardeth W. |
| 3 | Gardner, Lola M. | Harada, James T. |
| 4 | Garrett, Leonard E. | Harada, Violet A. |
| 5 | Garrett, Patricia T. | Haringa, Earl and Sons |
| 6 | Gastelluberry, Catherine | Haringa, Herman |
| 7 | Gastelluberry, Jean | Haringa, Rudy |
| 8 | Gilstrap, Glen E. | Haringa, William |
| 9 | Gilstrap, Marjorie J. | Harper, Cecilia de Mille |
| 10 | Godinho, John | Harrington, Winona |
| 11 | Godinho, June | Harrison, Jacqueline A. |
| 12 | Gonsalves, Evelyn | Hatanaka, Kenichi |
| 13 | Gonsalves, John | Heida, Annie |
| 14 | Gorzeman, Geraldine | Heida, Don |
| 15 | Gorzeman, Henry A. | Heida, Jim |
| 16 | Gorzeman, Joe | Heida, Sam |
| 17 | Govea, Julia | Helms, Addison D. |
| 18 | Goyenette, Albert | Helms, Irma A. |
| 19 | Grace, Caroline E. | Hermans, Alma I. |
| 20 | Grace, David J. | Hermans, Harry |
| 21 | Gravatt, Glenn W. | Hettinga, Arthur |
| 22 | Gravatt, Sally Mae | Hettinga, Ida |
| 23 | Greydanus Dairy, Inc. | Hettinga, Judy |
| 24 | Greydanus, Rena | Hettinga, Mary |
| 25 | Griffin Development Co. | Hettinga, Wilbur |
| 26 | Haagsma, Dave | Heublein, Inc., Grocery Products |
| 27 | Haagsma, John | Group |
| 28 | Hansen, Mary D. | Hibma, Catherine M. |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8871

| | | |
|----|------------------------------|--------------------------------------|
| 1 | Hibma, Sidney | Hohberg, Harold C. |
| 2 | Hicks, Kenneth I. | Hohberg, Harold W. |
| 3 | Hicks, Minnie M. | Holder, Arthur B. |
| 4 | Higgins Brick Co. | Holder, Dorothy F. |
| 5 | Highstreet, Alfred V. | Holmes, A. Lee |
| 6 | Highstreet, Evada V. | Holmes, Frances P. |
| 7 | Hilarides, Bertha as Trustee | Hoogeboom, Gertrude |
| 8 | Hilarides, Frank | Hoogeboom, Pete |
| 9 | Hilarides, John as Trustee | Hoogendam, John |
| 10 | Hindelang, Tillie | Hoogendam, Tena |
| 11 | Hindelang, William | Houssels, J. K. Thoroughbred Farm |
| 12 | Hobbs, Bonnie C. | |
| 13 | Hobbs, Charles W. | Hunt Industries |
| 14 | Hobbs, Hazel I. | Idsinga, Ann |
| 15 | Hobbs, Orlo M. | Idsinga, William W. |
| 16 | Hoekstra, Edward | Imbach Ranch, Inc. |
| 17 | Hoekstra, George | Imbach, Kenneth E. |
| 18 | Hoekstra, Grace | Imbach, Leonard K. |
| 19 | Hoekstra, Louie | Imbach, Oscar K. |
| 20 | Hofer, Paul B. | Imbach, Ruth M. |
| 21 | Hofer, Phillip F. | Indaburu, Jean |
| 22 | Hofstra, Marie | Indaburu, Marceline |
| 23 | Hogeboom, Jo Ann M. | Iseli, Kurt H. |
| 24 | Hogeboom, Maurice D. | Ito, Kow |
| 25 | Hogg, David V. | J & B Dairy Inc. |
| 26 | Hogg, Gene P. | Jaques, Johnny C. Jr. |
| 27 | Hogg, Warren G. | Jaques, Mary |
| 28 | Hohberg, Edith J. | Jaques, Mary Lou |

EXHIBIT "C"

LAW OFFICES
DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 782-8971

| | | |
|----|---------------------------------|---------------------------|
| 1 | Jay Em Bee Farms | Knevelbaard, John |
| 2 | Johnson Bro's Egg Ranches, Inc. | Knudsen, Ejnar |
| 3 | Johnston, Ellwood W. | Knudsen, Karen M. |
| 4 | Johnston, George F. Co. | Knudsen, Kenneth |
| 5 | Johnston, Judith H. | Knudson, Robert |
| 6 | Jones, Leonard P. | Knudson, Darlene |
| 7 | Jongsma & Sons Dairy | Koel, Helen S. |
| 8 | Jongsma, Diana A. | Koetsier, Gerard |
| 9 | Jongsma, Dorothy | Koetsier, Gerrit J. |
| 10 | Jongsma, George | Koetsier, Jake |
| 11 | Jongsma, Harold | Koning, Fred W. |
| 12 | Jongsma, Henry | Koning, Gloria |
| 13 | Jongsma, John | Koning, J. W. Estate |
| 14 | Jongsma, Nadine | Koning, James A. |
| 15 | Jongsma, Tillie | Koning, Jane |
| 16 | Jordan, Marjorie G. | Koning, Jane C. |
| 17 | Jordan, Troy O. | Koning, Jennie |
| 18 | Jorritsma, Dorothy | Koning, John |
| 19 | Juliano, Albert | Koning, Victor A. |
| 20 | Kamper, Cornelis | Kooi Holstein Corporation |
| 21 | Kamstra, Wilbert | Koolhaas, Kenneth E. |
| 22 | Kaplan, Lawrence J. | Koolhaas, Simon |
| 23 | Kasbergen, Martha | Koolhaas, Sophie Grace |
| 24 | Kasbergen, Neil | Koopal, Grace |
| 25 | Kazian, Angelen Estate of | Koopal, Silas |
| 26 | Kingsway Const. Corp. | Koopman, Eka |
| 27 | Klapps Market | Koopman, Gene T. |
| 28 | Kline, James K. | Koopman, Henry G. |

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IRVINE, CALIFORNIA 92718
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| | | |
|----|------------------------------|---|
| 1 | Koopman, Ted | Leck, Arthur A. |
| 2 | Koopman, Tena | Leck, Evelyn M. |
| 3 | Koot, Nick | Lee, Harold E. |
| 4 | Koster, Aart | Lee, Helen J. |
| 5 | Koster, Frances | Lee, Henrietta C. |
| 6 | Koster, Henry B. | Lee, R. T. Construction Co. |
| 7 | Koster, Nellie | Lekkerkerk, Adriana |
| 8 | Kroes, Jake R. | Lekkerkerk, L. M. |
| 9 | Kroeze, Bros | Lekkerkerker, Nellie |
| 10 | Kroeze, Calvin E. | Lekkerkerker, Walt |
| 11 | Kroeze, John | Lewis Homes of California |
| 12 | Kroeze, Wesley | Livingston, Dorothy M. |
| 13 | Kruckenberg, Naomi | Livingston, Rex E. |
| 14 | Kruckenberg, Perry | Lokey, Rosemary Kraemer |
| 15 | L. D. S. Welfare Ranch | Lopes, Candida A. |
| 16 | Labrucherie, Mary Jane | Lopes, Antonio S. |
| 17 | Labrucherie, Raymond F. | Lopez, Joe D. |
| 18 | Lako, Samuel | Lourenco, Carlos, Jr. |
| 19 | Landman Corp. | Lourenco, Carmelina P. |
| 20 | Lanting, Broer | Lourenco, Jack C. |
| 21 | Lanting, Myer | Lourenco, Manual H. |
| 22 | Lass, Jack | Lourenco, Mary |
| 23 | Lass, Sandra L. | Lourenco, Mary |
| 24 | Lawrence, Cecelia, Estate of | Luiten, Jack |
| 25 | Lawrence, Joe H., Estate of | Luiz, John M. |
| 26 | Leal, Bradley W. | Luna, Christine I. |
| 27 | Leal, John C. | Luna, Ruben T. |
| 28 | Leal, John Craig | Lusk, John D. and Son a California corporation |

of Lot 419 of said Ontario Colony Lands;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Thence Southeasterly to the Northwest corner

of Section 25, T1N, R6W;

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

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

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

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

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

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

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

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

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

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

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

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

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;

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

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

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

34. Thence Southwesterly to the Southeast corner

of Section 3, T3S, R7W;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;
52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;
53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;
54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;
55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;
56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;
57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;
58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;
59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;
60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;
61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;
62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and
64. Thence Southerly to the Point of Beginning.

Sections Included

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

T1N, R5W - Sections: 30, 31 and 32

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

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

T1N, R8W - Sections: 25 and 36

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

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

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

T2S, R5W - Sections: 6, 7 and 18

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

T2S, R7W - Sections: 1 through 36, inclusive

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

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

T3S, R8W - Section: 1.



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

OCT 29 2002

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

Terry Wittenborn
Deputy

Terry Wittenborn

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