

JUDGMENT

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APR 17 1969
W. E. ST JOHN, County Clerk
EB
Deputy

ENTERED IN
JUDGMENT BOOK

No. 262 Page 303
Date APR 17 1969

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

ORANGE COUNTY WATER DISTRICT,)
)
Plaintiff,)
)
v. .)
)
CITY OF CHINO, et al.,)
)
Defendants.)
-----)
CITY OF CHINO, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)
-----)
CORONA FOOTHILL LEMON COMPANY, et al.,)
)
Cross-Complainants,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)
-----)
CITY OF POMONA, a municipal corporation,)
)
Cross-Complainant,)
)
v.)
)
CITY OF ANAHEIM, et al.,)
)
Cross-Defendants.)

No. 117628
JUDGMENT

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

6 BEAR VALLEY MUTUAL WATER COMPANY, et al.,)
7 Cross-Complainants,)
8 v.)
9 CITY OF ANAHEIM, et al.,)
10 Cross-Defendants.)

11 SAN BERNARDINO VALLEY MUNICIPAL WATER)
12 DISTRICT, a municipal water district,)
13 Cross-Complainant,)
14 v.)
15 CITY OF ANAHEIM, et al.,)
16 Cross-Defendants.)

17 EAST SAN BERNARDINO COUNTY WATER)
18 DISTRICT, a county water district,)
19 Cross-Complainant,)
20 v.)
21 CITY OF ANAHEIM, et al.,)
22 Cross-Defendants.)

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

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RECITALS

1
2 a. Complaint. The complaint herein was filed on
3 October 18, 1963, seeking an adjudication of water rights against
4 substantially all water users in the area tributary to Prado Dam
5 in the Santa Ana River Watershed.

6 b. Cross-Complaints. Thirteen cross-complaints were sub-
7 sequently filed in the period of February 22 to March 22, 1968, by
8 which said adjudication of rights was extended to substantially
9 all water users within the Santa Ana River Watershed downstream
10 from Prado Dam.

11 c. Physical and Legal Complexities. The physical and
12 legal complexities of the case as framed by the complaint and
13 cross-complaints are unprecedented. In excess of 4,000 individual
14 parties have been served and the water supply and water rights of
15 an entire stream system extending over 2,000 square miles and into
16 four counties have been brought into issue. Every type and nature
17 of water rights known to California law, excepting only Pueblo
18 rights, is in issue in the case. Engineering studies by the
19 parties jointly and severally leading toward adjudication of these
20 rights or, in the alternative, to a physical solution, have re-
21 quired the expenditure of over four years' time and many hundreds
22 of thousands of dollars.

23 d. Need for Physical Solution. It is apparent to the
24 parties and to the Court that development of a physical solution
25 based upon a formula for inter-basin allocation of obligations and
26 rights is in the best interests of all the parties and is in fur-
27 therance of the water policy of the State. For purposes of such a
28 physical solution, it is neither necessary nor helpful to define
29 individual rights of all claimants within the watershed. Nontribu-
30 tary supplemental sources of water are or will be available to the
31 parties in quantities sufficient to assure implementation of a
32 solution involving inter-basin allocation of the natural water

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

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

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

22 DECREE

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

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

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

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

31 (b) Exhibit B -- Engineering Appendix.

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

1 terms shall have the meanings herein set forth:

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

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

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

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

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

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

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

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

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

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

*Eastern not
included*

1 referred to in Exhibit B.

2 (k) Base Flow -- That portion of the total sur-
3 face flow passing a point of measurement, which re-
4 mains after deduction of Storm Flow, and modified as
5 follows:

6 (1) At Prado. Base Flow shall:

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

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

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

18 (2) At Riverside Narrows. Base Flow shall:

19 (i) include any water caused to be
20 delivered by SBVMWD directly to CBMWD or
21 WMWD pursuant to their direction and con-
22 trol, or directly to OCWD with the consent
23 of CBMWD and WMWD and pursuant to the direc-
24 tion and control of OCWD, and not measured
25 at the gage at Riverside Narrows;

26 (ii) exclude any nontributary water
27 purchased by CBMWD, WMWD or OCWD and deliv-
28 ered into the river upstream and which sub-
29 sequently passes Riverside Narrows; and

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

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

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

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

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

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

1 Paragraph 4 hereof.

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

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

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

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

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

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

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit.

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

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

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

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

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

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

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

1 Paragraph 4 hereof.

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

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

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

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

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

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

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit.

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

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

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

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

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

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

29 Where: Q = Base Flow actually received.

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

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

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

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

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

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

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

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

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

Where: Q = Base Flow actually received.

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

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

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

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

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

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

29 Where: Q = Base Flow actually received.

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

1 provide sufficient quantities of Base Flow at
2 Prado to discharge completely any cumulative
3 debits. Any cumulative credits shall remain
4 on the books of account until used to offset
5 any subsequent debits, or until otherwise dis- }
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7 (d) Inter-basin Export. Upper Districts are
8 hereby restrained and enjoined from exporting water
9 from Lower Area to Upper Area, directly or indirectly. *
10 OCWD is enjoined and restrained from pumping, produc-
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14 OCWD owns certain lands within and above Prado Reser-
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17 Pumping for said salvage purposes shall not exceed
18 5,000 acre feet of ground water in any water year.
19 Only the actual net salvage, as determined by the
20 Watermaster, shall be excluded from Base Flow.

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

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

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

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

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

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

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

23 (a) Composition, Nomination and Appointment.

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

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the pleasure of and until further order of this Court.

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

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

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

OCWD	-	40%
CBNWD	-	20%

1 SBVMWD - 20%

2 WMWD - 20%

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

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

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

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

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

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

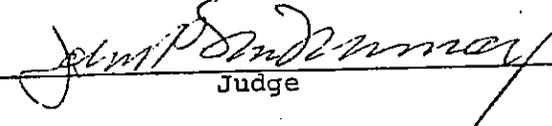
15 10. Successors. No party shall dissolve, nor shall it
16 abandon or transfer all or substantially all of its powers or
17 property, without first providing for its obligations under this
18 Judgment to be assumed by a successor public agency, with the
19 powers and resources to perform hereunder.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

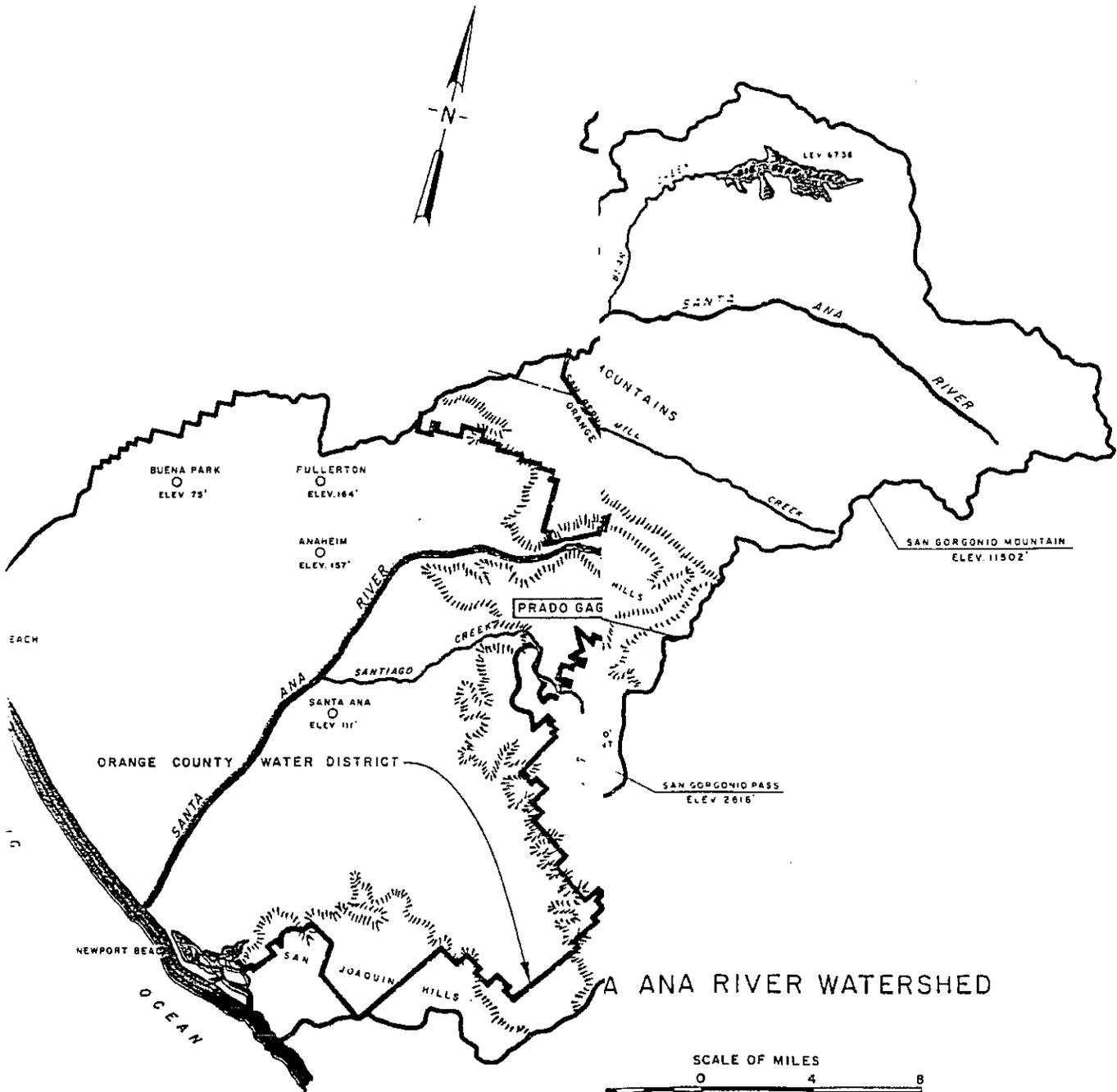
22 11. Future Actions. In the event that any Lower Area
23 claimant shall in the future obtain from any court of competent
24 jurisdiction a decree awarding to such claimant a right to receive
25 a stated amount of water from the Upper Area for use in the Lower
26 Area, any water delivered pursuant to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

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

Dated: April 17, 1969


Judge



SANTA ANA RIVER WATERSHED

1 ENGINEERING APPENDIX

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

5 1. Measurements.

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

13 a. Change in Measuring Device or Location.

14 If any measuring device used or useful in making
15 such determinations is inoperative, abandoned,
16 changed or moved, Watermaster shall estimate the
17 quantity that would have been measured at the sta-
18 tion had it been operative at its original location,
19 or may use a substitute device or location.

20 b. Erroneous Measurement. If Watermaster

21 determines there is an error in any measurement or
22 record, he may utilize his estimate in lieu of said
23 measurement or record.

24 c. Preliminary Records. Watermaster may util-
25 ize preliminary records of measurement. If revisions
26 are subsequently made in the records, Watermaster may
27 reflect such changes in subsequent accounting.

28 2. Determination of Flow Components.

29 Since the records available only provide data on the total
30 quantity of surface flow and since storm runoff occurs during and
31 following periods of rainfall, Watermaster must determine what por-
32 tion of total measured surface flow at Prado and at Riverside

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

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

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

17 3. Water Quality Determinations.

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

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

27 a. Procedure at Prado.

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

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

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

(3) The annual weighted average TDS of all waters passing Prado shall be determined. Any direct deliveries or flows which are included or excluded in the definition of Base Flow as set forth in paragraph 3(k) of the Judgment, shall be similarly included or excluded in the calculation of the annual weighted average TDS.

b. Procedure at Riverside Narrows. The procedure to adjust Base Flow at Riverside Narrows shall be the same as that outlined in paragraph a. above, except that the annual weighted average TDS of Base Flow only is to be determined. Therefore during periods of Storm Flow, the TDS of Base Flow shall be estimated.

4. Accounting.

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

a. Prado Accounting.

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

1 (2) Annual Weighted TDS of Total Flow
2 at Prado. See Paragraph 3a of this Engineer-
3 ing Appendix.

4 (3) Annual Adjusted Base Flow. See Para-
5 graph 5(c)(2) of the Judgment and items (1)
6 and (2) above.

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

10 (5) Cumulative Entitlement of OCWD at Prado.
11 This is the product of 42,000 acre feet multi-
12 plied by the number of years after October 1,
13 1970.

14 (6) Cumulative Credit or Debit. This is
15 item (4) minus item (5).

16 (7) One-third of Cumulative Debit. This is
17 equal to one-third of any cumulative debit shown
18 in item (6) above.

19 (8) Minimum Required Base Flow in Follow-
20 ing Year. This is the minimum quantity of Base
21 Flow at Prado which CBMWD and WMWD must jointly
22 cause to occur in the following year determined
23 in accordance with paragraph 5(c)(1) of the
24 Judgment and utilizing item (7) above.

25 b. Riverside Narrows Accounting.

26 (1) Base Flow at Riverside Narrows.
27 See Paragraph 2 of this Engineering Appendix
28 and Paragraph 3(k) of the Judgment.

29 (2) Annual Weighted TDS of Base Flow at
30 Riverside Narrows. See Paragraph 3b of this
31 Engineering Appendix.

32 (3) Annual Adjusted Base Flow. See

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

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

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

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

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

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.