

Table 5.1 Generalized Projected Acreage in the Management Area

Land Use	Total Acreage	Percent
Urban	37,100	65%
Irrigated Cropland	8,100	14%
Non-Irrigated Cropland	4,500	8%
Water	3,600	6%
Unmapped*	4,000	7%
Total	57,300	100%

*Unmapped areas are outside EMWD’s service area and were not included in the EMWD ultimate land use dataset.

Source: EMWD ultimate land use (1998), based on city general plans

5.2 PROJECTED WATER DEMANDS

Projected water demands are based on information contained in 2005 UWMP, the *Hemet/San Jacinto Water Management Area 2004 Annual Report* (EMWD, 2005b), and *Basin Assessment Report Technical Memorandum No. 1* (WRIME, 2003a). The projected water demands of each of the stakeholders and of the Management Area as a whole are described below.

5.2.1 EMWD

Projected retail water demand for the portion of EMWD’s service area within the Management Area is based on the *Hemet/San Jacinto Water Management Area 2004 Annual Report*. Projected total demand is shown together with recent historical demand in Figure 5.2. Estimates of projected demand are also presented in the EMWD’s 2005 UWMP, but these values are for the entire EMWD service area; the UWMP system-wide projections show a similar rate of increase in water demand of approximately 50% from 2005 to 2020.

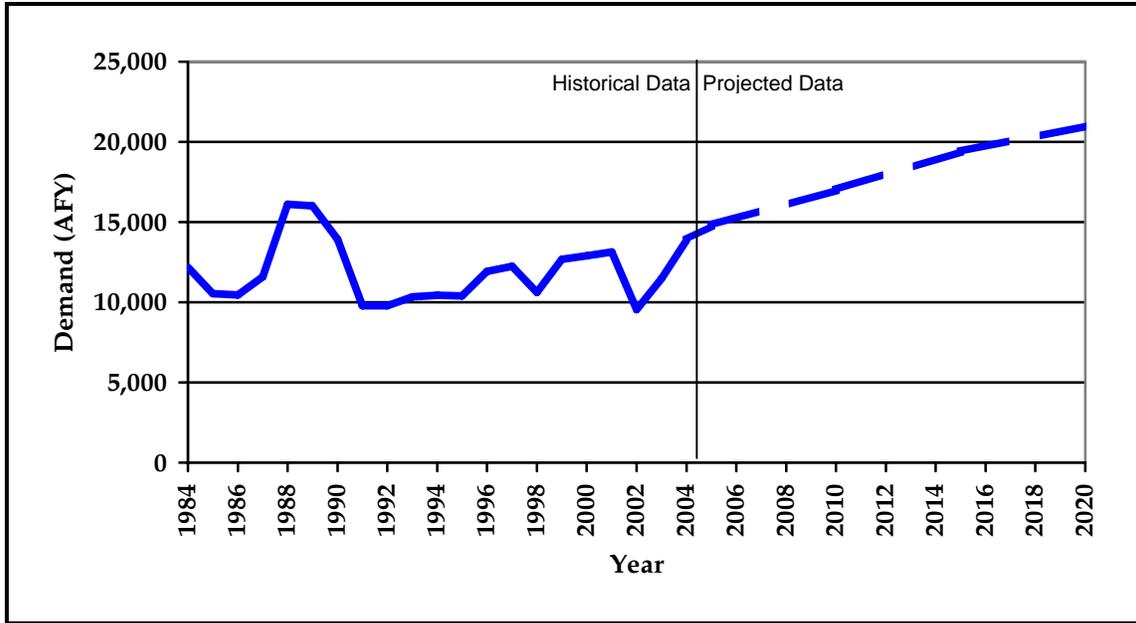


Figure 5.2 EMWD Historical and Projected Demand

5.2.2 LHMWD

Projected water demand is based on *Lake Hemet Municipal Water District 2005 Urban Water Management Plan* (LHMWD, 2005). Projected total demand is shown together with recent historical demand on Figure 5.3.

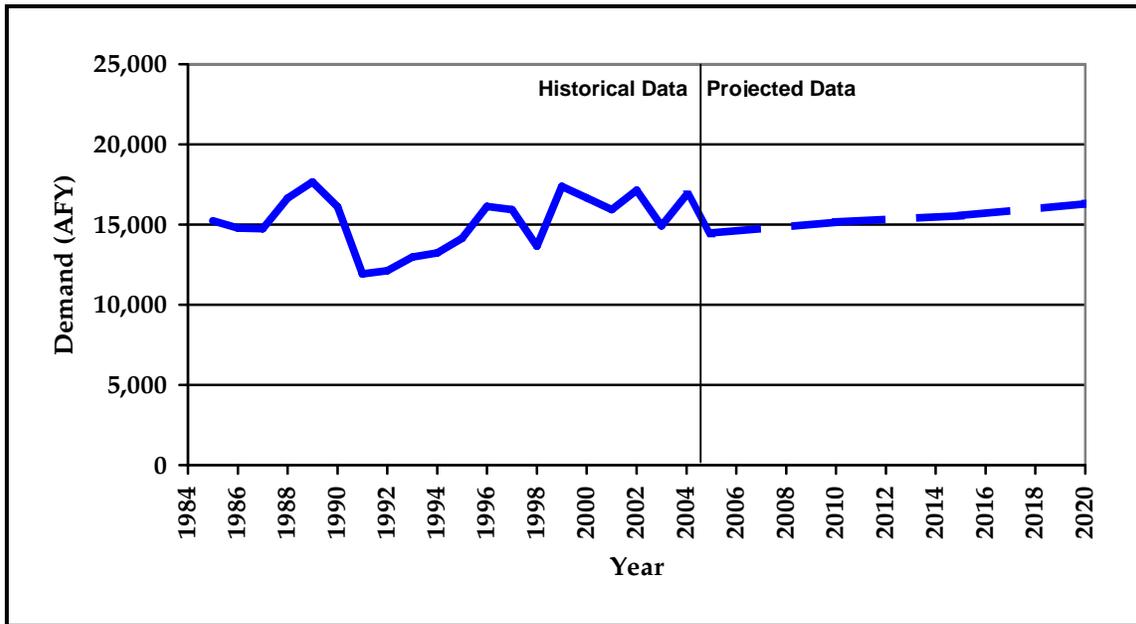


Figure 5.3 LHMWD Historical and Projected Demand

5.2.3 CITY OF HEMET WATER SERVICE AREA

Projected water demand in the City of Hemet’s water service area is based on *City of Hemet 2005 Urban Water Management Plan* (Hemet, 2006). Projected demand is shown together with recent historical demand on Figure 5.4.

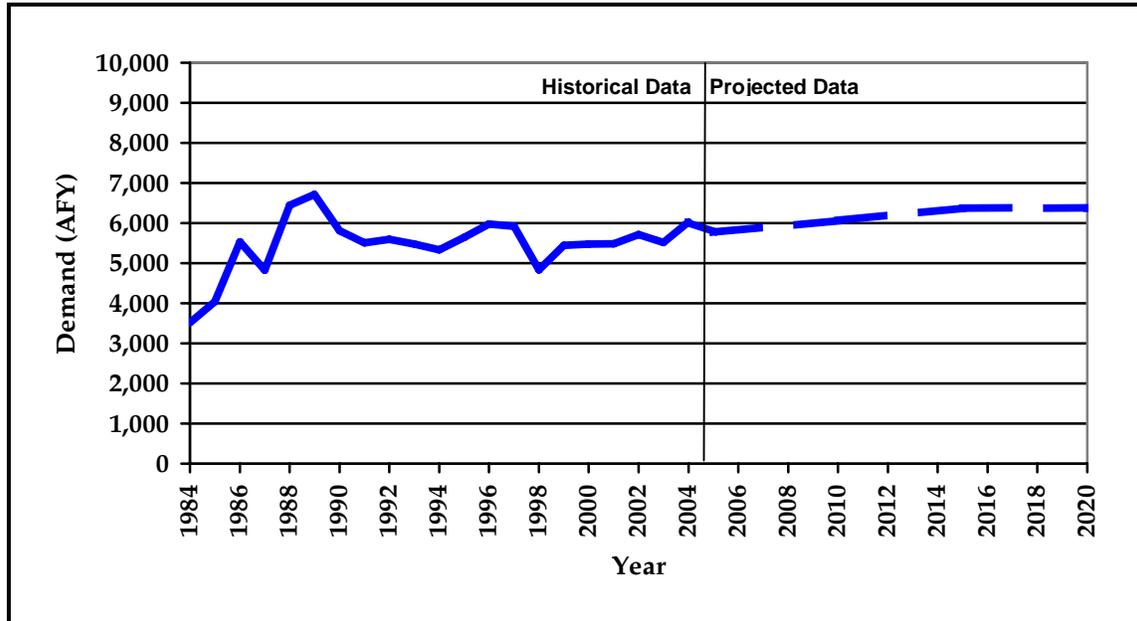


Figure 5.4 City of Hemet Water Service Area Historical and Projected Demand

5.2.4 CITY OF SAN JACINTO

Projected water demand in the City of San Jacinto’s water service area is based on *City of San Jacinto 2005 Urban Water Management Plan* (San Jacinto, 2005). Projected demand is shown together with recent historical demand on Figure 5.5.

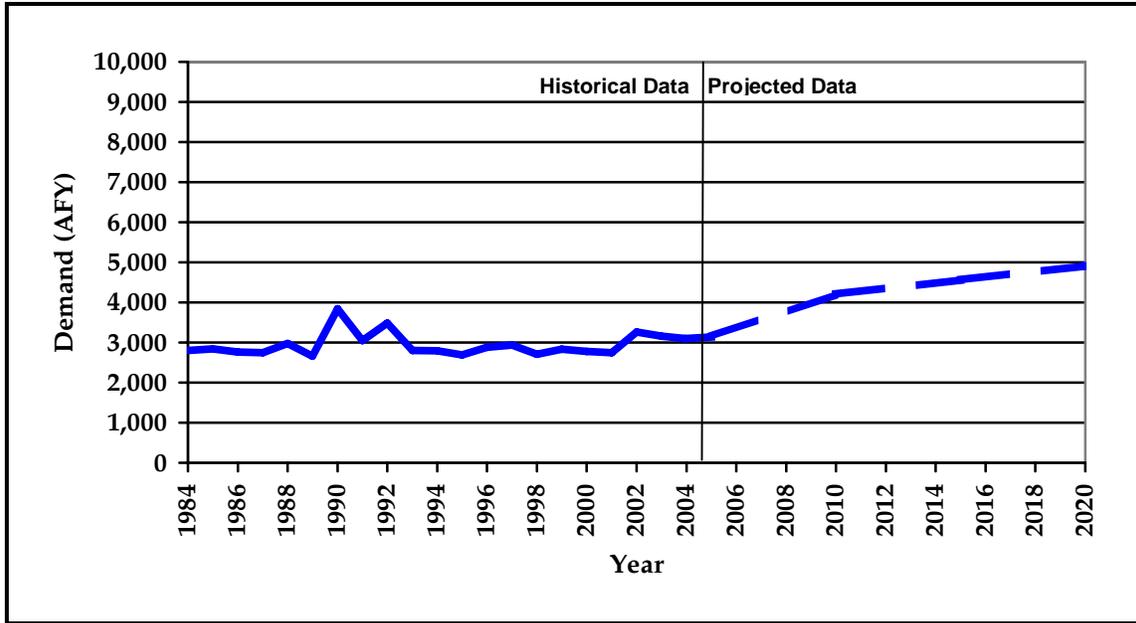


Figure 5.5 City of San Jacinto Water Service Area Historical and Projected Demand

5.2.5 SOBOBA TRIBE

Projected water demand for the Soboba Tribe is taken from the Settlement Agreement, assuming that the Settlement Agreement is implemented in 2008. Projected total demand is shown together with recent historical demand on Figure 5.6.

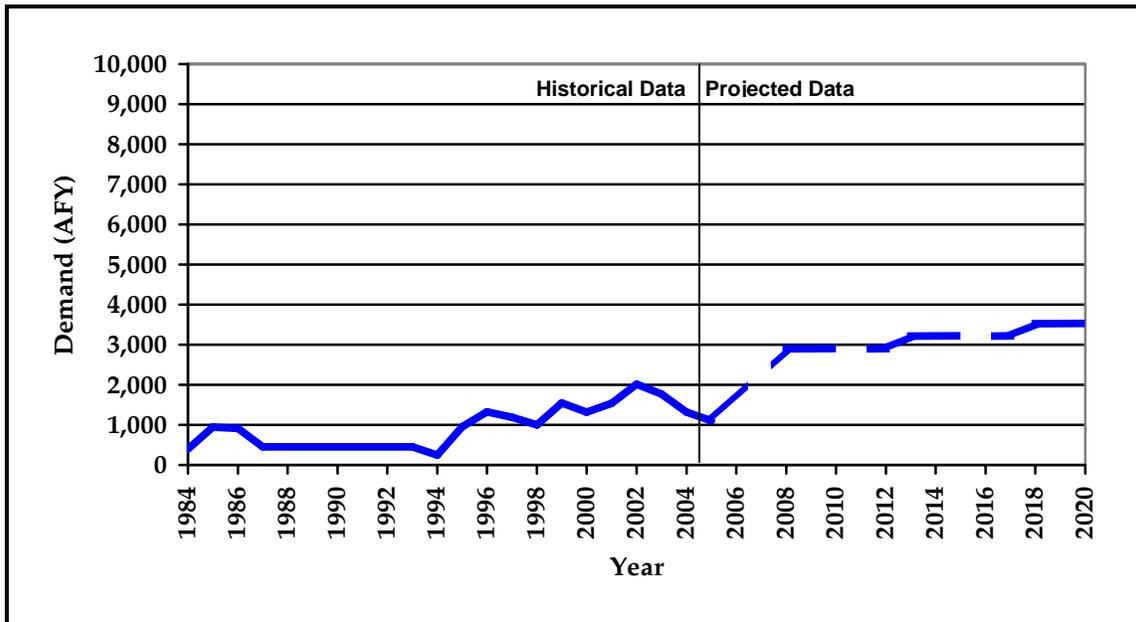


Figure 5.6 Soboba Tribe Historical and Projected Demand

5.2.6 PRIVATE WATER PRODUCERS

Projected water demand for the Private Water Producers is a refinement of estimates presented in the Operational Yield Study (WRIME, 2003d) based on updated information on current and future development and their impact on water demand. Figure 5.7 shows the assumed future agricultural water use by local producers together with recent historical demand.

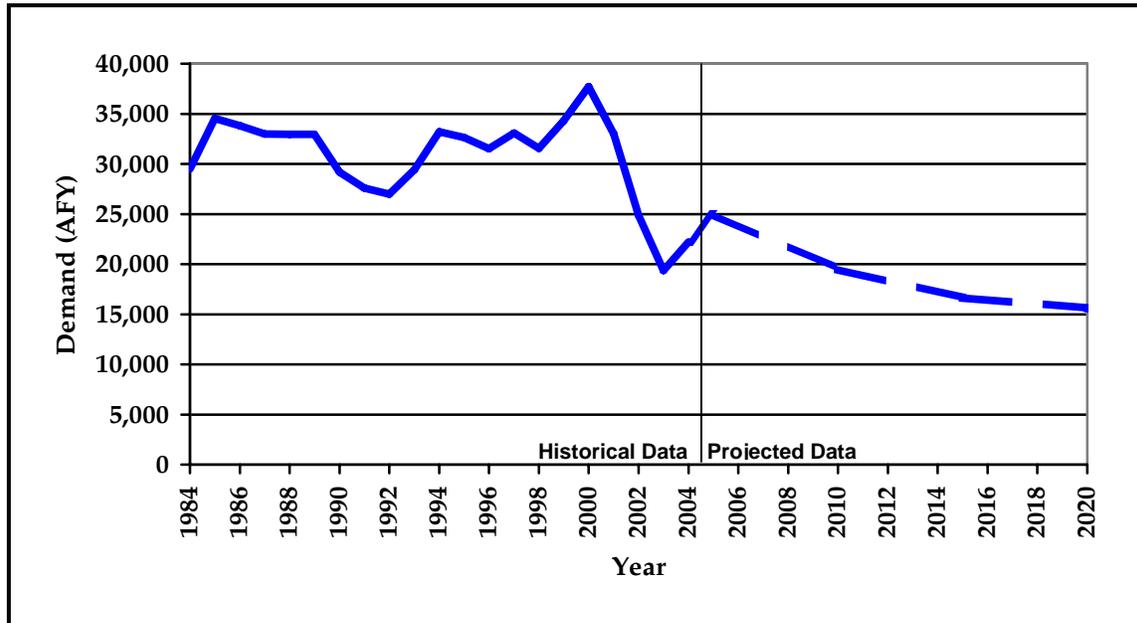


Figure 5.7 Private Water Producers Historical and Projected Demand

5.2.7 MANAGEMENT AREA

Projected and historical water demand for the Management Area as a whole presented in Figure 5.8 as the sum of the demand for the individual entities presented in the previous subsections.

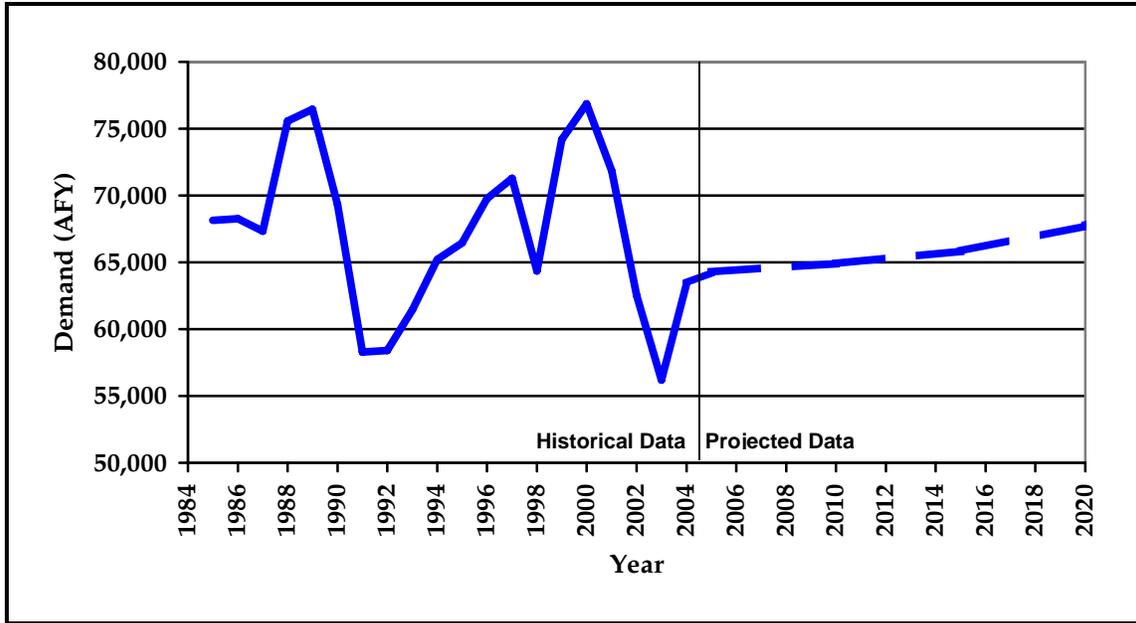


Figure 5.8 Management Area Historical and Projected Demand

5.3 FUTURE PLAN PHASES

The Integrated Recharge and Recovery Project is considered to be the core of the Physical Solution. The project is designed and implemented in two Phases. Phase I is described in Section 3 of this Plan. While Phase II facilities are described at the conceptual level, and the EIR is certified, there are additional projects that have been considered by the TC and will need to be evaluated for possible design and implementation. Following is a discussion of Phase II of the IRRP, along with other potential projects.

5.3.1 SAN JACINTO RIVER INTEGRATED RECHARGE AND RECOVERY PROJECT, PHASE II

Phase II of the project consists of construction of the remaining portions of the San Jacinto Integrated Recharge and Recovery Project. The information presented here is based on previously published documents adjusted based on the latest knowledge at the time of publication from ongoing negotiations with regulators. Phase II will provide up to 110 cfs of recharge water capacity and will cost approximately \$50 million*. A schematic of Phase II is shown in Figure 5.9. Major activities during Phase II are:

1. **Construction of Recharge Basins** - This activity includes construction of nine additional recharge ponds within the San Jacinto River bed in three clusters of

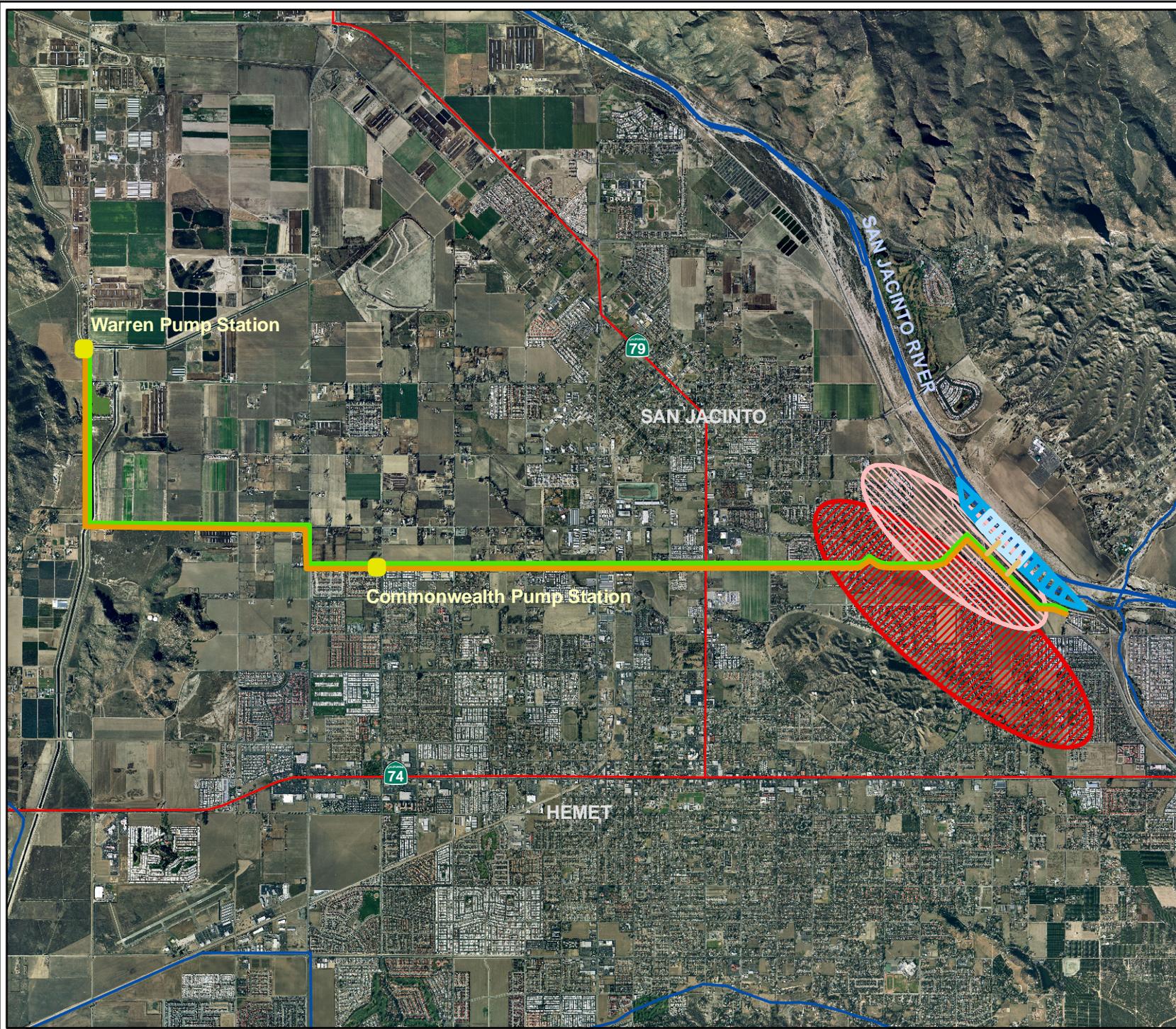
* Number has been updated since the publication of the IRRP Feasibility Report.

Hemet / San Jacinto
Water Management
Plan
**Schematic of Integrated
Recharge Recovery
Program - Phases I and II**

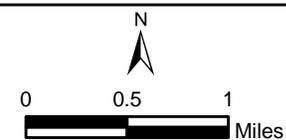
Figure 5.9

Legend

-  Pump Station
-  Phase I Pipeline
-  Phase II Pipeline
-  Phase I Ponds
-  Phase II Ponds
-  Existing Pipeline
-  Phase I Well Field
-  Phase II Well Field



Source: EMWD



October 2007



three basins each, covering approximately 35 acres. Combined Phases I and II will have 15 basins covering approximately 70 acres*.

2. **Construction of Pipelines** - This includes design and construction of a 7.7 mile water supply pipeline from the EM-14 turnout to the proposed recharge basins. Included is increasing the capacity of the EM-14 turnout structure from 40 cfs to 110 cfs; replacing 200 feet of 48-inch-diameter pipeline with 63-inch-diameter pipeline; constructing 15,800 feet of new 54-inch-diameter pipeline paralleling the existing 39-inch-diameter pipeline; and constructing 24,800 feet of new 57-inch-diameter pipeline paralleling the existing 33-inch-diameter pipeline.
3. **Pump Station Upgrades** – Upgraded or new pump stations would be built to increase capacity at the Warren Road and Commonwealth pump stations.
4. **Drilling of Extraction Wells** - This includes construction and testing of up to five additional extraction wells designed and operated identically to those constructed in Phase I. The construction of these new wells will result in a total of up to eight Phase I and II extraction wells.
5. **Design and Construction of Monitoring Wells** – Up to three additional monitoring wells will be constructed, bringing the total number of Phase I and II monitoring wells to up to six wells.

Only Phase I has been designed in detail and funding sources are being secured.

5.3.2 POTENTIAL CONJUNCTIVE USE PROJECTS

Conjunctive use is the coordinated operation of surface water storage and use, groundwater storage and use, and conveyance facilities to meet water management needs. This recognizes that there is a hydrologic connection between the surface water resource and the groundwater resource (DWR, 2006). In the Management Area, conjunctive use helps utilize available subsurface storage along with seasonally available water (imports and local surface water) or recycled water. Methods currently being considered include direct recharge and in-lieu recharge.

As part of the basin planning process, the TC identified and selected seven potential direct recharge sites and two potential in-lieu recharge projects for further evaluation and prioritization out of a pool of 15 direct recharge sites and two in-lieu projects initially considered. Further information is provided in *Hemet/San Jacinto Basin Assessment – Basin Assessment Report/Integrated Water Management Plan, Technical Memorandum No. 2, Analysis of Impacts of Conjunctive Use Projects* (WRIME, 2003c).

The recharge sites were selected based on screening criteria that included:

* Number has been updated since the publication of the IRRP Feasibility Report.

- General site characteristics (size, recharge needs, ownership, etc.),
- Hydrogeologic suitability,
- Sub-basin interaction,
- Engineering suitability,
- Land use suitability, and
- Environmental impacts.

The seven potential direct-recharge sites and two in-lieu projects are shown on Figure 5.10. In general, the direct recharge sites would utilize imported water, surface water, or recycled water to recharge the groundwater through surface spreading; the in-lieu projects (Upper Pressure In-Lieu Project and Hemet-Simpson CU Area) were designed to reduce the amount of groundwater production by delivering imported water, from either the Colorado River or the State Water Project, to be used in conjunction and coordination with local groundwater.

A preliminary description of the recharge sites is presented based on information from City of Hemet, City of San Jacinto, LHMWD, and EMWD, along with a brief review of available reports. Table 5.2 summarizes the findings for the nine potential projects. All findings are tentative planning-level data and should not be used in any intensive analysis without further research.

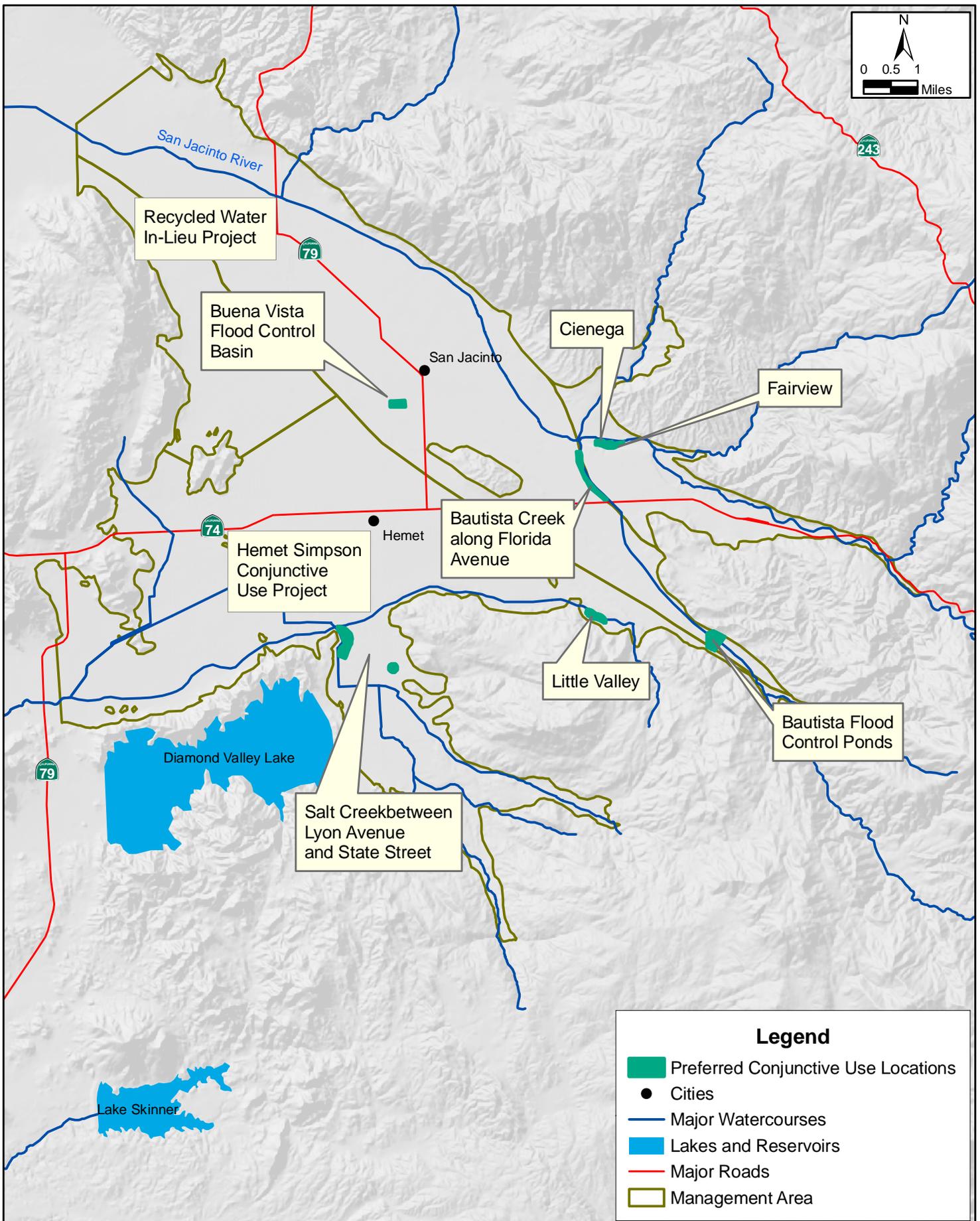
The identification of the potential sites allows for the concentration of future work on these sites. The future work includes:

- Evaluation of the general site conditions;
- Evaluation of water supply availability and reliability;
- Preparation of an environmental checklist; and
- Evaluation of the effectiveness of the projects in meeting the goals and objectives of the Management Area.

A more detailed description of each site is provided below.

5.3.3 DIRECT RECHARGE PROJECTS

Direct recharge projects involve utilizing available imported, surface, or recycled water in a constructed basin for percolation to groundwater. Successful projects require a site with high permeability to allow for water to quickly percolate to groundwater; compatible nearby land uses; an available and accessible water supply; and the ability to either recapture the water or allow the water to raise groundwater levels. The Plan supports the use of direct recharge of water of suitable quality.



Location of Nine Preferred Projects

Hemet / San Jacinto Water Management Plan

October 2007

Figure 5.10



Table 5.2 Summary of Selected Conjunctive Use Site Conditions

Site	Project Type	Water Source	Annual Water Availability	Soils Infiltration Rate	Approximate Depth to Water (ft)	Potential Constraints
Buena Vista Flood Control Basin	Recharge	Runoff, recycled, or imported	600 AF	n/a	200 – 250	Groundwater quality
Cienega	Recharge	River diversion	n/a	High	210 - 240	Kangaroo Rat, water rights
Fairview	Recharge	River diversion	n/a	High	210 - 240	Kangaroo Rat, water rights
Bautista Creek along Florida Avenue	Recharge	Irrigation water, Bautista Creek, imported	n/a	Moderate	n/a	n/a
Salt Creek between Lyon Avenue and State Street	Recharge	Salt Creek diversion/runoff	1,000 AF	Moderate	200 - 250	n/a
Little Valley	Recharge	Runoff, LHMWD flume, imported	n/a	High and variable	85	Potential archeological sites, shallow bedrock
Bautista Flood Control Ponds	Recharge	Surface runoff/ river diversion	n/a	n/a	180 - 210	No proponent
Upper Pressure In-lieu Project	In-lieu	Imported (Colorado River)	n/a		n/a	Must gain agreements between many parties
Hemet-Simpson Conjunctive Use Project	In-lieu	Imported (Colorado River and State Water Project)	n/a		n/a	Must gain agreements between many parties

5.3.3.1 Buena Vista Flood Control Basin

The existing Buena Vista flood control basin has been identified as a potential recharge project site. Buena Vista basin, located at the end of Buena Vista Street north of Esplanade Avenue, is located in the Upper Pressure Management Zone and is owned and operated by RCFC&WCD.

The site would initially use storm water for recharge purposes. Recharge water would be conveyed to the site from the 2,700-acre drainage area by existing drainage facilities that are owned by RCFC&WCD. It is estimated that approximately 600 AF of water could be delivered to the basin via runoff, with a first flush volume of approximately 20 AF. Surface water quality is good, with some elevated levels of oil and grease, suspended residues, and iron, based on sampling on March 6, 1992 (Singh, 1992). The basin can be enlarged through excavation to provide an additional 36 AF of storage volume, approximately equal to the average storm event runoff.

There is an existing EMWD raw water pipeline that runs nearby along Oakwood Street. This pipeline could potentially be used to supply the project with recycled or imported water (if supplies were to be available) in the future, although it would require the construction of an approximately 4,000-foot pipeline to connect to the basin.

The following items should be considered before moving forward with this project:

- Availability of the site for use and coordination with flood control needs;
- Surface water quality;
- Water infiltration potential;
- Deep percolation potential;
- Availability of imported water to augment surface runoff;
- Subsurface conditions; and
- The clogging potential of surface soils with local runoff.

5.3.3.2 Cienega and Fairview

The Cienega and Fairview sites are adjacent, thus conditions are essentially the same and described together. Preference between the two sites would be based on political, engineering, environmental, and operational factors.

The Cienega and Fairview sites are located in the Canyon Management Zone. Fairview was first used in the early 1990s by LHMWD. LHMWD cut basins near the riverbed and placed a diversion dam in the river. Water was diverted into the basins during the rainy season, typically the 1st quarter of the year. Future use of Fairview, potentially by LHMWD and/or EMWD, would likely involve an expansion of the basin area. Water would be supplied from the river during periods of increased flow, typically January through March. Imported water could also be used if water becomes available and the infrastructure could be built. Infiltration rates are considered high based on monitoring well responses during LHMWD's use, a study by EMWD at the Cienega blowoff pond, and the prevalence of coarse-sand riverbed deposits.

Potential problems for development of the project include San Bernardino Kangaroo Rat habitat, water rights, and limited available underground storage.

5.3.3.3 Bautista Creek along Florida Avenue

Bautista along Florida is located along the boundary between Upper Pressure and Canyon Management Zones. There is an existing recharge site located along the west side of Bautista Creek. The creek was placed in a concrete channel in the 1970s and 1980s, reducing recharge to the aquifer system. The current recharge facility was installed in the 1960s and consists of 3 ponds located along the creek. The three ponds cover approximately 15–20 acres. Future use of the site could include increasing the pond area through expansion to the north and increasing the supply of water to the ponds. Water for the existing project is provided by a turnout that captures agricultural runoff of acceptable quality from Bautista Creek. In general, creek water is not diverted into the ponds. Currently, approximately 200-300 AFY is recharged. Future recharge activities could take advantage of the nearby imported (State Project Water) raw water line on Cedar Avenue. Percolation rates at the site are considered reasonable based on field observations of surface sediments.

5.3.3.4 Salt Creek between Lyon Avenue and State Street

Two potential sites are identified along Salt Creek for a recharge project. One site, State Street Basin, is at the State Street crossing of Salt Creek; a second site, Lyon Basin, is downstream of State Street, near Lyon Avenue. Both sites are located in Hemet South Management Zone. Lyon Basin is the preferred location and is planned to be approximately 40 acres in size and approximately 5 feet deep, resulting in a maximum storage volume of 200 AF. The volume of the State Street Basin would likely be similar to that of the Lyon Basin. Both sites would initially use storm runoff for recharge purposes. Recharge water to both sites would be conveyed to the site via Salt Creek. It is estimated that five storm events per year could each fill the Lyon Basin, resulting in delivery of approximately 1000 AF/year for recharge. Anticipated future development of the watershed will likely increase the amount of available runoff. The State Street site would likely have slightly lower volumes due to its upstream location. Due to limited upstream development, water quality is anticipated to be good.

Potential problems for development of the project include water rights, relatively shallow depth to water and relatively shallow depth to bedrock that may limit the amount and rates of recharge at the sites.

5.3.3.5 Little Valley

Little Valley is located in Hemet South Management Zone. Previously in a pilot project, water was supplied over 2 or 3 years via a LHMWD flume to the area. Water for the recharge basin would be provided by local surface runoff, the LHMWD flume, or from imported water. Infiltration testing in the past has shown rates between 0.6 and 1.4 ft/day in the central part of the valley and 2.0 and 4.6 ft/day in the eastern part of the valley (Rees, 1994).

The following items should be considered before moving forward with this project:

- Potential environmental constraints including possible archeological sites; and
- Shallow depth to bedrock may limit the amount and rate of recharge at the site.

5.3.3.6 Bautista Flood Control Ponds

The Bautista Flood Control Ponds are located in the Upper Pressure Management Zone, very close to the boundary with the Hemet South Management Zone.

The existing ponds are owned and operated by RCFC&WCD and are comprised of a debris dam that creates the 49-acre pond. Future use of the site, apart from continued flood control, would likely be for water harvesting.

5.3.4 IN-LIEU PROJECTS

In-lieu recharge projects involve reducing the usage of groundwater and substituting it with available imported, surface, or recycled water. Successful projects require water users whose needs coincide with the availability and quality of the alternate water supply. The Plan supports the use of quality direct recharge projects.

5.3.4.1 Raw Water In-Lieu Projects

Imported raw water is available from MWD and provides opportunities for in-lieu recharge projects for agricultural users or landscape irrigation. Raw water is available from the State Water Project via EM-14 and from the Colorado River Aqueduct via EM-1. Proximity to these connections is an important factor for keeping costs low for in-lieu projects. One hurdle for such projects is that the period when there is the most availability of raw water, winter, coincides with the period of lowest demand for most agricultural users. Another hurdle is the need for blending the raw water with higher quality groundwater supplies to meet the needs of some of the more sensitive users, such as dairies.

5.3.4.2 Recycled Water In-Lieu Projects

Recycled water is a reliable source of water year round and offers an opportunity for in-lieu use. Public perception generally limits the usage of recycled water to agricultural and landscape irrigation uses. The nearest source of recycled water is the San Jacinto Valley Regional Water Reclamation Facility. Proximity to this source is an important factor for keeping costs low for in-lieu projects.

One project already in the planning stages would deliver between 3,500 and 8,000 AFY of recycled water to Rancho Casa Loma and the Scott Brothers Dairy, both located roughly between Ramona Expressway and Gilman Springs Road and between Sanderson Avenue and Bridge Street in the northwestern-most portion of the Upper Pressure and Hemet North Management Zones. The delivered recycled water would coincide with an equivalent reduction in groundwater pumping by both Rancho Casa Loma and Scott Brothers Dairy. Details of the project include construction of approximately 13,000 linear feet of 24-inch pipeline, and acquisition of property in fee title and easement. Project costs would be split between the Public Agencies based on the pro-rata share of proposed production rights. Agreements with Rancho Casa Loma and the Scott Brothers Dairy would set limits on groundwater production and provide for payment of a portion of the O&M costs.

5.3.4.3 Hemet-Simpson Conjunctive Use Project

Currently MWD delivers treated water from Colorado River and State Water Project to its wholesale customers using the Skinner Water Treatment Plant. Although the Skinner plant is at full capacity, during wet years there appears to be excess water available from the plant for other potential wholesale customers.

The Simpson pump station is currently capable of pumping water to both the west and east. The treated water available from the Skinner plant would be used by customers such as the City of Hemet in lieu of groundwater pumping. The Simpson pump station has a capacity of approximately 14.5 cfs.

The following issues and constraints should be evaluated for this project:

- Quantity and timing of water available from the Skinner Plant;
- Quality of Skinner Plant water in relation to the groundwater quality used by customers such as City of Hemet, and any blending issues;
- Use of chlorinated water from Skinner Plant versus well water that does not contain chlorine;

- Transmission pipeline from Skinner line to the Simpson pump station and from Simpson pump station to local distribution system;
- Connections to the local distribution system and their impacts on the distribution system pressure zones; and
- Cost of MWD water and the cost distribution of such delivery.

5.3.4.4 Hemet Water Filtration Plant

Availability of treated imported water for distribution, in-lieu of groundwater production, has become a significant source for reducing stress on the groundwater system. One of the limiting factors in the substitution of imported water for groundwater is the ability to treat the imported water, which requires more treatment than groundwater. To allow for increased use of imported water, EMWD is building the 10 mgd (11,000 AFY) Hemet Water Filtration Plant near the intersection of Commonwealth Avenue and Kirby Street in Hemet. The plant will utilize State Water Project supplies.

The purpose of this Section is to document the background and settings in establishing the groundwater production rights for each Public Agency. The Base Production Rights and the method for determining Adjusted Production Rights have been established in a collaborative manner among the agencies, and have been the basis for the distribution of costs in a number of occasions during the development of the Plan.

6.1 PUBLIC AGENCIES BASE PRODUCTION RIGHTS

6.1.1 GENERAL

Together, the Public Agencies agreed upon some basic principles as a basis for allocating Base Production Rights. The base period for documenting actual pumping was determined to be calendar years 1995 through 1999. Figure 6.1 shows the average annual groundwater production by each Public Agency for 1995 – 1999. It was also recognized that, as a result of various operational activities of the Public Agencies, several adjustments would need to be made to the raw pumping data for 1995-1999. It was ultimately agreed to finalize all appropriate adjustments and to make one comprehensive adjustment to each Public Agency's raw 1995-1999 recorded pumping.

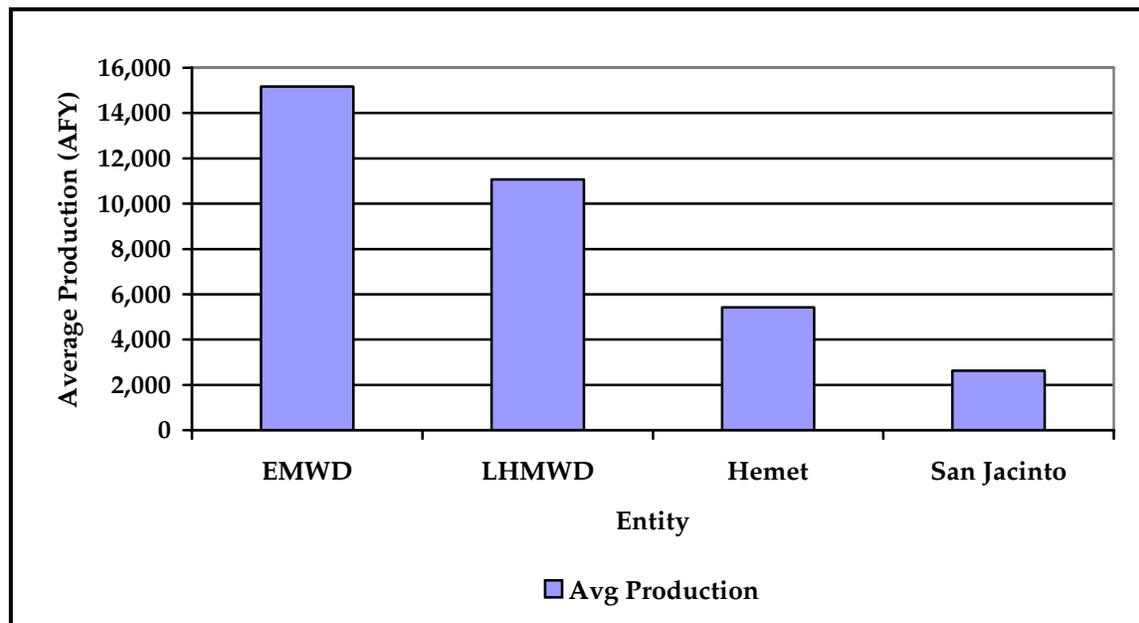


Figure 6.1 Average Annual Groundwater Production, 1995 - 1999

The operational activities that impacted groundwater resources, and therefore were used to make appropriate adjustments to raw 1995-1999 pumping data, include:

- Recharge Activities;
- MWD San Jacinto Tunnel Seepage;
- Fruitvale Entitlement Water Sold by EMWD to LHMWD, City of Hemet and City of San Jacinto;
- River Diversions;
- Conveyance Water Deliveries; and
- Other Considerations.

The Fruitvale Entitlement allocation amount was determined to be a total of 597 acre-feet for LHMWD, and Cities of Hemet and San Jacinto. The Tunnel Seepage allocation amount was determined to be 1,800 AFY, and the river diversions were determined to be 3,635 AFY for pro-ration to the four agencies. The Public Agencies have, therefore, been assigned the pro-rata shares of Base Production Rights as shown in Table 6.1:

Table 6.1 Base Production Rights

Public Agency	Base Production Rights (AFY)	Base Production Rights (Percent)
EMWD	10,869	33.7%
LHMWD	11,063	34.2%
City of Hemet	6,320	19.6%
City of San Jacinto	4,031	12.5%
Total	32,283	100 %

The details of the Public Agencies Base Production Right, with their corresponding adjustments, are described below:

6.1.2 EMWD BASE PRODUCTION RIGHTS

For EMWD, the 1995-1999 actual average annual pumping was determined to be 15,166 AFY. After consideration of all appropriate adjustments, it was determined that EMWD's Base Production Right would include a deduction of 2,497 acre-feet for conveyance water and an additional net deduction of 1,800 acre-feet for other operational activities, including tunnel seepage, export, and Fruitvale Entitlement water sales. Therefore, EMWD's Base Production Right was set at 10,869 AFY.

6.1.3 LHMWD BASE PRODUCTION RIGHTS

For LHMWD, the 1995-1999 actual average annual pumping was determined to be 11,063 AFY. There were no net adjustments for LHMWD as their credit for the Fruitvale entitlement water purchase tunnel seepage was deemed to be equivalent to their surface water diversion. Thus, the Base Production Right for LHMWD is set to 11,063 AFY.

6.1.4 CITY OF HEMET BASE PRODUCTION RIGHTS

For the City of Hemet, the 1995-1999 actual average annual pumping was determined to be 5,420 AFY. After consideration of all appropriate adjustments, it was agreed that the City of Hemet's Base Production Right would include an additional 900 AFY pumping right to account for Fruitvale Entitlement water purchase tunnel seepage credit, and surface diversion water. Therefore, the City of Hemet's Base Production Right was set at 6,320 AFY.

6.1.5 CITY OF SAN JACINTO BASE PRODUCTION RIGHTS

For the City of San Jacinto, the 1995-1999 actual average annual pumping was determined to be 2,631 AFY. However, review of the city's historic pumping showed the 1995-1999 base period was not as representative as other historic pumping periods. Therefore, it was agreed for the City of San Jacinto to receive an additional 500 AFY of pumping rights. In addition, after consideration of all other appropriate adjustments, it was determined that San Jacinto's Base Production Right would include an additional 900 AFY pumping right to account for Fruitvale Entitlement water purchase tunnel seepage credit and surface diversion water. Therefore, the City of San Jacinto's Base Production Right was set at 4,031 AFY.

6.2 PRIVATE WATER PRODUCER'S PRODUCTION RIGHTS

6.2.1 GENERAL

Development of the Hemet-San Jacinto Water Management Plan recognizes the rights of the overlying pumpers to pump and beneficially use needed groundwater. The overlying pumpers within the management area include Private Water Producers (and the Soboba Band of Luiseño Indians, discussed later). In recognition of the Private Water Producers' overlying rights, the management plan does not adversely impact or affect these rights and uses that are consistent with historical uses.

The Plan provides for the Private Water Producers to be Non-participants, Class A Participants, or Class B Participants. For Non-participants, the private producer(s) may elect to not participate and/or not acknowledge the Plan's existence. Non-participants are free to continue their past practices of pumping groundwater for beneficial uses according to state law. Non-participants are also excluded from future participation in the Plan. Class A and Class B Participants are described below.

6.2.2 CLASS A PRODUCTION RIGHTS

Class A Participants in the Plan have agreed to cooperate with the administrative and pumping accounting portions of the Plan. While historic pumping and beneficial uses may continue, the Class A Participants' pumping facilities are subject to metering, testing, and water level and water quality sampling at no cost to the owner. This information is valuable for successful implementation of the Plan. Class A participants are eligible to convert to Class B Participant status during the first three years of formal Plan implementation (Entry of the Judgment), with the payment of all past assessments (without interest) that would have been incurred as a Class B Participant.

6.2.3 CLASS B PRODUCTION RIGHTS

Class B Participants become participants to the Plan and have their water rights determined. The annual Base Production Right shall be determined based upon the average annual production from 1995 to 1999, less any amount of water that had been used on land that was developed for non-agricultural purposes after 1999, which is the Participant's Base Production Right. The Class B Participant shall pay Replenishment Water Assessments for pumping in excess of the individual Base Production Right. Class B Participants are not subject to Administrative Assessments, and until conversion to a Public Agency, not subject to reduction in Safe Yield. Class B Participants may sell or lease unused groundwater to the Watermaster or one of the Public Agencies, under terms and conditions approved by the Watermaster. Upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall credit, to the extent legally permissible, the Class B Participant's Base Production Right, adjusted pursuant to certain reductions, against any requirement then in effect for any water supply assessment requirements, or against any fees associated with water supply that the Public Agency may then have in effect. The Public Agency serving the converted land shall receive a credit added to its Base Production Right as set forth in the Judgment. Class B Participants to the Plan have also agreed to participate in the groundwater monitoring and pumping accounting portion of the Plan, at no cost to the owner.

6.3 SOBOBA TRIBE WATER RIGHTS

Section 8 of this document provides a detailed description of the Soboba Indian Tribe water rights.

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This Section provides a description of the surface water rights and licenses held by LHMWD and EMWD. The contents of this Section are provided for general information and documentation of the surface water rights only; such rights are not affected by the Stipulated Judgment or this Plan.

7.1 LHMWD'S DIVERSION RIGHTS

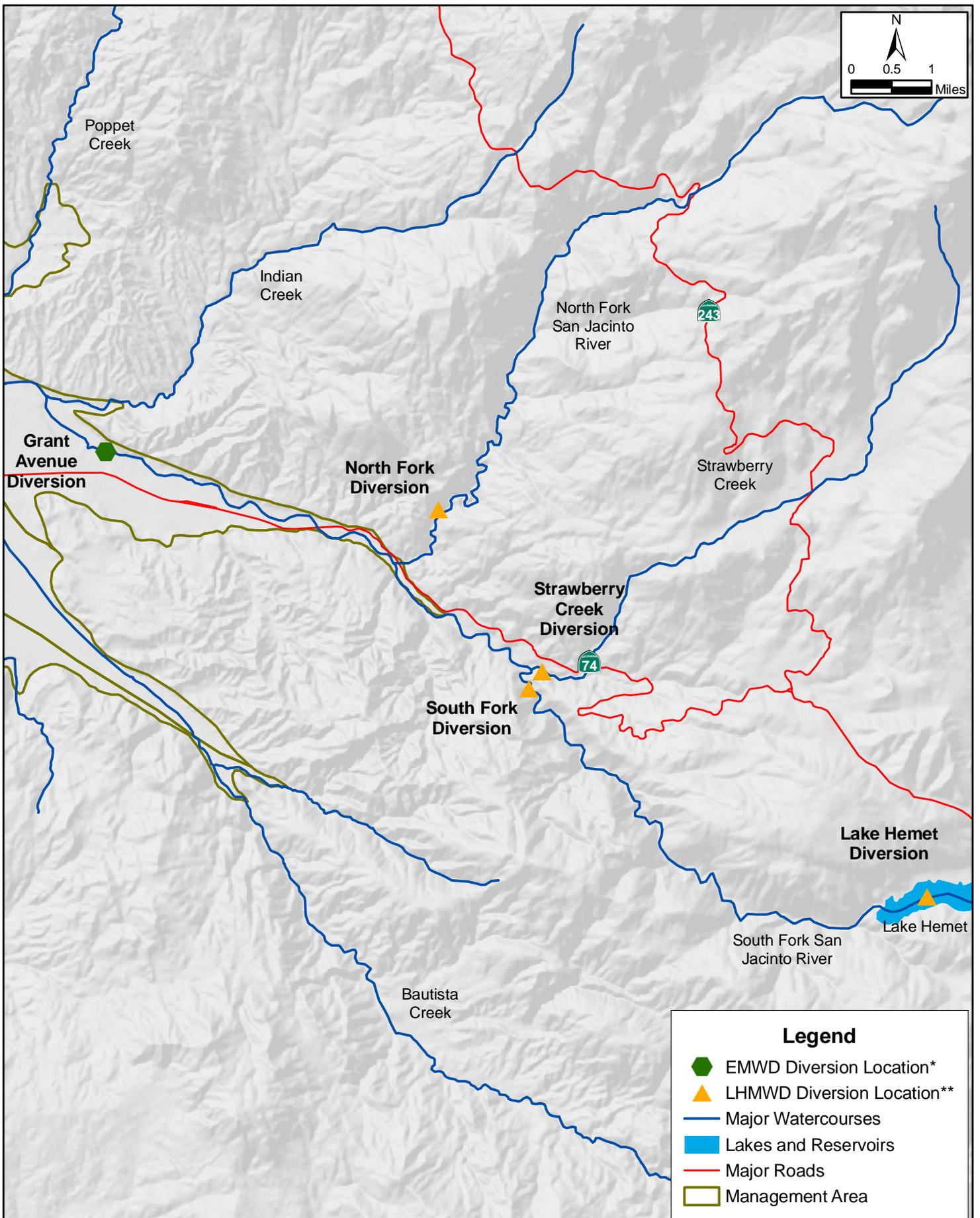
LHMWD holds pre-1914 rights to divert and store water in Lake Hemet, and to divert water from Strawberry Creek, and from the North and South Forks of the San Jacinto River (See Figure 7.1). These rights have been acquired as the successor-in-interest to rights established by the Fairview Land and Water Company, the Lake Hemet Company, the Lake Hemet Water Company, the Florida Water Company, Charles Thomas, H. M. Johnston, E. L. Mayberry, W. F. Whittier, William B. and Mary Webster, and others.

7.1.1 LAKE HEMET

Construction of Lake Hemet Dam began in 1889 and was completed in 1895. The reservoir is located in Township 6S, Range 3E, Sections 7 and 8. Water rights for the diversion and storage of water are based on actual use and upon at least these Notices of Appropriation filed on November 18, 1884 in Book 1 of Water Claims, page 38; on January 19, 1885 in Book 1 of Water Claims, page 47; on December 23, 1885 in Book 1 of Water Claims, page 115; on April 7, 1886 in Book 1 of Water Claims, page 134; and on October 18, 1890 in Book 2 of Water Claims, page 61. The reservoir impounds water from Hurkey Creek and the South Fork of the San Joaquin River, and has a capacity of 12,775 acre-feet. Releases from the reservoir are discharged into the South Fork of the San Jacinto River.

7.1.2 SOUTH FORK OF THE SAN JACINTO RIVER

This diversion site is located about a quarter of a mile upstream of the river's confluence with Strawberry Creek. A wooden diversion dam was originally constructed in 1888, but later replaced with a concrete diversion dam, taking water through a tunnel on the right bank of the stream into a 30-inch pipeline. Water rights are based on actual use and upon at least these Notices of Appropriation filed on June 6, 1885 in Book 1 of Water Claims, page 61; on August 11, 1886 in Book 1 of Water Claims, page 160; and on the Judgment entered



Location of Surface Water Diversions

October 2007



Hemet / San Jacinto Water Management Plan

*Source: EMWD
**Source: LHMWD

Figure 7.1

November 24, 1894 in the case of Florida Water Company v. Mary Webster, et al., No. 169, Riverside Superior Court.

7.1.3 NORTH FORK OF THE SAN JACINTO RIVER

This diversion site is now located on the North Fork of the San Jacinto River near the “Falls” in Section 17, T5S, R2E. The original facilities consisted of a small rock dam and a 10-inch sheet iron pipe constructed in about 1887. Current facilities, constructed in 1969-1970, consist of a concrete diversion dam, concrete intake and control structure, and 24-inch steel pipeline. Water rights are based on actual use and upon at least these Notices of Appropriation filed on September 14, 1886 in Book 1 of Water Claims, page 173; on May 19, 1897 in Book 1 of Water Claims, page 159; and on the Judgment described above.

7.1.4 STRAWBERRY CREEK

LHMWD’s diversion site on Strawberry Creek is located in Section 28, T5S, R2E, about 1,300 feet upstream of its confluence with the South Fork of the San Jacinto River. Original construction of a concrete diversion dam and flume, carrying the water over the South Fork and into the main water line, occurred in about 1905. Current facilities consist of a concrete diversion dam, intake structure, and 28-inch pipeline. Water rights are based upon actual use and at least on these Notices of Appropriation filed on January 27, 1885 in Book 1 of Water Claims, page 49; on August 11, 1886 in Book 1 of Water Claims, page 160; and on deeds recorded July 24, 1885 in Book 51, page 145; on August 25, 1886 in Book 64, page 223; on February 21, 1887 in Book 73, page 235; on April 21, 1887 in Book 79, page 264; on April 27, 1887 in Book 79, page 266; and on the Judgment described above.

7.2 EMWD’S DIVERSION RIGHTS

EMWD holds a license to divert water from the San Jacinto River (see Appendix G). EMWD currently does not divert surface water for direct use, but recharges the water, when available, into the aquifer to augment groundwater supplies. Thus, the diversion is not directly part of EMWD’s water supply. However, it plays an indirect role in groundwater resources. Information on these diversions is presented here.

EMWD’s recharge of surface water from the San Jacinto River to the Canyon Management Zone takes place at EMWD’s Grant Avenue Ponds in the Valle Vista area (See Figure 7.1). An application for a permit to appropriate water from the San Jacinto River and Indian Creek, Application 924, was filed on February 14, 1918 by the Citizens Water Company. Permit 468

was subsequently approved on August 15, 1918. On November 23, 1920, the filing was assigned to the FMWC as the successor-in-interest to the Citizens Water Company. Upon its 1971 acquisition of the FMWC, EMWD became the successor-in-interest to the filing.

Based on Application 924 and Permit 468, the State Water Resources Control Board issued License No. 10667 for the Diversion and Use of Water to EMWD on June 8, 1976. This license, still held by EMWD, allows for the diversion, underground storage by spreading, and subsequent extraction and beneficial use of 5,760 AFY of San Jacinto River water to be collected from November 1 of each year to June 30 of the succeeding year at a rate of 41 cfs. Additionally, the rate of diversion may be increased to a maximum of 100 cfs provided that the total quantity in any 30-day period does not exceed 2,442 AF.

8.1 ORIGINAL SOBOBA CLAIM

In 1995 the Soboba Tribe filed claims against EMWD and LHMWD for an alleged infringement of their water rights, and for damages in the sum of \$70 million related to the alleged historical interference with the Tribe's rights and the unauthorized use of its water. EMWD and LHMWD denied any such interference or wrongful use of Tribal water, but agreed to negotiations to determine the water rights of the Tribe.

8.1.1 EARLY NEGOTIATIONS

Negotiations with the Tribe began in 1995 and in time involved the active participation of the United States.

8.1.2 UNITED STATES SETTLEMENT PROPOSAL

In 1998, the United States proposed a settlement whereby the Tribal Water Right would be determined to be 9,000 AFY, and the Federal government would provide a supply of 7,500AFY. Subsequently this proposal proved not to be feasible.

8.1.3 TRIBAL CLAIM AGAINST MWD

In 2000 the MWD was brought into the dispute when the Tribe filed suit against MWD in the U.S. District Court in Los Angeles, Case No. 00-04208 (GAF) (MANx) ("Los Angeles case"). The complaint alleged that the MWD tunnel drilled through Mt. San Jacinto in the 1930's had dried up springs on the Reservation and otherwise interfered with the Tribe's water supply.

8.1.4 MWD'S CROSS COMPLAINT

MWD brought EMWD into the Los Angeles action based upon an indemnity agreement signed by EMWD when the District was annexed to MWD, and in return for seepage water that continued to flow into the San Jacinto tunnel.

8.1.5 FINAL NEGOTIATIONS

After lengthy negotiations among the Tribe, United States, EMWD, LHMWD and MWD, the parties reached an Agreement in 2004, subject to approval of Congress.

8.1.6 STATUS OF CONGRESSIONAL APPROVAL

The Agreement has not yet been approved by Congress, and it expires if such approval is not obtained by December 31, 2007.

8.2 FRAMEWORK OF THE SETTLEMENT AGREEMENT

The Agreement determines the water rights of the Tribe, and settles all claims among the parties, including those made in the Los Angeles case. The Agreement will be incorporated into a Stipulated Judgment in the Los Angeles case, and made subject to the continuing jurisdiction of the Court.

8.3 TRIBAL WATER RIGHT

Under the Agreement, the Tribe has a prior and paramount right, superior to all others, to pump 9,000 acre-feet annually from the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin for any use on the Reservation, and on lands now owned or hereafter acquired by the Tribe contiguous to the Reservation or within the above-mentioned Sub-basins. The Tribe's right is subject to an agreement to limit its pumping according to a yearly schedule, with a maximum of 4,100 AFY, for 50 years after the effective date of the Agreement.

8.4 PAYMENTS TO THE TRIBE

The United States agrees to pay \$11 million to the Tribe, and EMWD and LHMWD are obligated to pay \$17 million to the Tribe.

8.5 FUNDS RECEIVED BY THE LOCAL AGENCIES

The United States agrees to contribute to EMWD, on behalf of the participants in this Water Management Plan, the sum of \$10 million for construction and operation of recharge facilities to accommodate deliveries of Imported Water.

8.6 IMPORTED WATER

MWD agrees to provide an average supply of 7,500 AFY of Imported Water to recharge the Canyon Management Zone and Intake portion of the Upper Pressure Management Zone, at untreated replenishment rates, until 2035, and to negotiate in good faith for an extension of the supply for a total of 50 years after the effective date of the Agreement.

8.6.1 MWD STORAGE RIGHT

The local agencies are obligated to provide groundwater recharge facilities to accommodate a flow rate of 42 cfs and to store up to 40,000 acre feet of Imported Water.

8.6.2 USE OF MWD SUPPLY

The supply of Imported Water provided by MWD is to supply water for the Tribe, and to reduce overdraft. Water not used by the Tribe is available for use by the participants in the Water Management Plan, pursuant to the terms hereof.

8.7 WATER QUALITY REQUIREMENTS

The Agreement provides that all water recharged shall conform to all applicable State water quality regulations and recharge in the Canyon Sub-basin and shall not exceed Federal or State primary or secondary drinking water quality standards (except for turbidity, color or coliform bacteria), nor 0.3 mg/l boron, or 0.05 mg/l lithium.

8.8 PROPERTY TRANSACTIONS

EMWD shall convey to the Tribe approximately 106 acres of land at Domenigoni Parkway and Highway 79. MWD shall convey to the Tribe approximately 21.7 acres of land. LHMWD shall make available for environmental mitigation purposes approximately 12 acres in the San Jacinto River bed. The Tribe shall make available up to 98 acres of land for habitat preservation and/or environmental mitigation in connection with the recharge facilities.

8.9 APPROVAL OF WATER MANAGEMENT PLAN

The Agreement provides that EMWD and LHMWD, with the cooperation of other groundwater producers, shall develop and implement a Water Management Plan for the Canyon

Management Zone and Intake portion of the Upper Pressure Management Zone that will address the current overdraft, and recognize and take into account the Tribal Water Right. This Plan is intended to meet such requirements of the Agreement, and is subject to the approval of the Soboba Tribe and the United States. No implementation or subsequent modification of this Plan shall threaten or adversely affect the rights of the Tribe under the Agreement, and the Tribe and the United States shall have the right under the continuing jurisdiction of the Court in the Los Angeles case to litigate any such issue.

9.1 PURPOSE

The purpose of the Watermaster is to implement the Water Management Plan (The Plan) as embodied in the Stipulated Judgment (JUDGMENT) in Eastern Municipal Water District v. Lake Hemet Municipal Water District, et al.; said implementation may be by Watermaster actions alone, actions undertaken through or in conjunction with one or more Public Agency Members or through a Joint Powers Authority (JPA) composed of some or all of its Public Agency Members.

9.2 WATERMASTER**9.2.1 COMPOSITION**

The Watermaster Governing Board will consist of one (1) elected official representing each of the Public Agencies, namely, EMWD, LHMWD, and the Cities of Hemet and San Jacinto (collectively, Public Agencies), and one (1) representative selected by the Class A and Class B private groundwater producers (Private Water Producers).

9.2.2 TERMS OF OFFICE

Each member of the Watermaster shall serve until replaced by the Public Agency or Private Water Producers that made the original appointment.

9.2.3 REMOVAL AND REPLACEMENT

Any Watermaster member may be removed and replaced by the same procedure used in his or her appointment.

9.2.4 VOTING

Each member of the Watermaster shall have one (1) vote. All actions by the Watermaster shall require three (3) affirmative votes, except actions in the following matters that shall require four (4) affirmative votes:

- Any change sought in the form of governance;

- Any change in voting requirements;
- Establishing, levying, increasing or decreasing all assessment amounts;
- Determining the extent of overdraft and quantifying safe yield;
- Determining Adjusted Production Rights;
- Decisions regarding the financing of supplemental water or facilities, other than any financing provisions included in the Judgment;
- Decisions regarding ownership of facilities, other than ownership of the Phase I facilities (described in Section 3.2.2.1), which facilities shall be owned by EMWD, subject to a right of use by those parties participating in the financing thereof;
- Policies for the management of the Management Area;
- Any decision that involves a substantial commitment by the Watermaster, including any contracts for conserved water;
- Retaining the services of legal counsel or Advisor; and
- Adoption or amendment of an annual budget.

9.3 RULES AND REGULATIONS

The Watermaster may make such rules and regulations as may be necessary for the implementation of the Water Management Plan and Judgment, and for its own operations and procedures, subject to Court approval.

9.4 MEETINGS

The meetings of the Watermaster and standing committees will be subject to those provisions of the California Government Code known as the Brown Act (also popularly known as the Open Meeting Laws).

9.5 WATERMASTER ORGANIZATION

In carrying out its development and implementation responsibilities, the Watermaster may hire full-time or part-time personnel, such as managers, engineers, attorneys, hydrologists, geologists, accountants, operators, secretaries, clerical or others; may retain outside consultants on a full-time, part-time, or as-needed basis; and may contract with other agencies to perform some or all of the development and implementation tasks.

The Watermaster shall retain the services of an independent attorney or law firm to act as the Watermaster's legal counsel.

The Watermaster shall retain the services of a qualified independent individual or engineering firm with appropriate experience in hydrology to serve as Advisor to the Watermaster. The Advisor shall assist the Watermaster in the performance of the Watermaster's responsibilities as follows:

- Provide advice to the Watermaster on all matters within the authority and jurisdiction of the Watermaster;
- Provide recommendations for action to the Watermaster on all matters within the authority and jurisdiction of the Watermaster;
- Evaluate proposals for projects and/or recommendations for action received from members of the Watermaster regarding matters within the authority and jurisdiction of the Watermaster;
- Propose and/or evaluate contracts and other agreements to be entered into by the Watermaster necessary to the performance of its responsibilities;
- To administer all contracts and agreements entered into by the Watermaster;
- Assist the Watermaster in evaluating and analyzing data, the collection of which is required under the Judgment and/or Water Management Plan;
- Coordinate the evaluation and analyses of data, proposals, projects, and recommendations by the TC with members of the Watermaster and other consultants of the Watermaster;
- Serve as the Chairman of the TC; and
- Perform such other services, and take such actions, as may be approved by the Watermaster, that are necessary to implement and execute the directions and policies of the Watermaster.

The Watermaster retains the authority to assign or contract the performance of any task or function necessary to consider or perform any matter within the authority and jurisdiction of the Watermaster to any member of the Watermaster, the TC, or any other independent engineering firm or qualified individual. Such assignment or contract shall be coordinated and administered by the Advisor.

As used herein, the term independent means that the Consultant's or Advisor's representation of the Watermaster does not create any actual or potential conflict of interest between the Consultant or Advisor and any other member entity under applicable California statute, regulation, or court decision, or under the common law. Nothing in this definition shall prohibit the Watermaster and affected entity, after appropriate vote, from waiving such conflict in writing.

9.6 GENERAL DUTIES

The general duties of the Watermaster in order to implement the Judgment fall into three categories, as follows:

9.6.1 POLICY

The Watermaster is responsible for the administration of the Judgment and for the development of policies necessary to carry out the implementation of the Water Management Plan, and for additions and modifications thereof.

9.6.2 WATER MANAGEMENT PLAN IMPLEMENTATION

The Watermaster shall implement a water management plan; its responsibilities in that regard include the following:

- Calculating and making determinations regarding the following: (i) safe yield of the Management Area; (ii) each member's share of safe yield; (iii) necessary reductions in each member's Base Production Right to ensure production ultimately equals safe yield; (iv) unused storage capacity which may be used for put and take operations of recycled or imported water; and (v) whether replenishment of exported water is accomplished with an appropriate amount of similar or better quality water.
- Approving projects to be undertaken by the Watermaster in collaboration with member entities as proposed by members of the Watermaster or by the Advisor.
- Providing for the recharge of the Management Area. This includes: (i) implementing a replenishment program for the Management Area; (ii) acquisition of supplemental water supplies (imported, recycled, and Soboba Tribe water); and (iii) providing for the construction and operation of all necessary facilities (including surface and sub-surface percolation and injection facilities).
- Determining the amount of, and levying, billing, and collecting the administrative and replenishment assessments.
- Budgeting and appropriating funds collected by or on behalf of the Watermaster and paying, or authorizing the payment of, costs and expenses of the Watermaster consistent with the Judgment and Water Management Plan.
- Initiating and performing such planning and study activities as may be necessary to implement the Judgment and Water Management Plan, including, but not limited to, preparation of a Watermaster's Annual Report.

- Initiating necessary conservation and drought management measures, and developing water conservation agreements with the Private Water Producers and/or Soboba Tribe for local conservation measures.
- Identifying and participating in the in-lieu replenishment projects.
- Performing all other tasks and taking all other actions as may be necessary to carry out the purpose and intent of the Judgment and the Plan.

9.6.3 TECHNICAL OVERSIGHT

9.6.3.1 Technical Committee Composition

The Stipulated Judgment provides for the operation of a TC, consisting of representatives named in a written designation by EMWD, LHMWD, the Cities of Hemet and San Jacinto, and the Private Water Producers (as one entity). The representative(s) of an entity may be changed by that entity by written notice of the change to the Watermaster.

9.6.3.2 Technical Committee Purpose

The TC will provide such technical assistance as the Watermaster may request and should make recommendations to the Advisor and to the Watermaster on all matters requiring four votes for Watermaster action as outlined in the Voting section above, and on such other matters as requested by the Watermaster. The TC members shall also keep their respective City Councils and Boards of Directors of the Public Agency parties and the Private Water Producers fully informed about the implementation of the Plan.

9.6.3.3 Technical Committee Chairperson

The Advisor will act as the TC's Chairperson and fulfill all the necessary administrative functions required on behalf of the TC.

9.6.3.4 Technical Committee Costs

Costs incurred by individual TC members are the responsibility of the entity appointing that member, and Watermaster funds cannot be used to cover the costs and expenses incurred as a result of the TC activities and functions.

9.7 WATERMASTER INTERACTION WITH EMWD

9.7.1 CONTRACT FOR SERVICES

The Watermaster will contract with EMWD to provide the following services:

- Collection and maintenance of all production, water level, water quality, and other technical data necessary under or required by the Water Management Plan and the transmittal of such data to the Watermaster, its Advisor, and the TC as directed by the Watermaster; the foregoing shall not restrict the Watermaster from entering into other agreements with other members of the Watermaster and/or private firms and individuals for the collection of data.
- Obtaining imported water from MWD or other sources as requested by the Watermaster for replenishment or direct delivery; the foregoing shall not restrict the Watermaster's ability to enter into other agreements with other members of the Watermaster and/or private firms and individuals for the purchase and delivery of imported and/or supplemental water.
- Construct and operate the Phase I facilities (existing EMWD facilities, expansions thereof, and newly constructed facilities) in a manner consistent with the Water Management Plan.
- Perform the accounting functions necessary under the Judgment, i.e., the levy, billing, and collection of all assessments provided for under the Judgment; the payment of costs and expenses of the Watermaster; and related and required accounting and related functions. All funds collected shall be held in a segregated account. All expenses and disbursements shall be separately accounted for. The foregoing shall not restrict the Watermaster from entering into other agreements with other members of the Watermaster and/or private firms and individuals to perform some or all of the accounting functions.

9.7.2 FINANCIAL RESPONSIBILITIES

EMWD will establish restricted accounts and hold all funds collected on behalf of the Watermaster separate from other EMWD funds. All expenditures, encumbrances, and use of funds from these accounts are subject to Watermaster authorization and will be limited to activities related to the Plan. EMWD will transmit periodic reports regarding its financial activities to the Advisor, including annual reporting summarizing the preceding fiscal year financial activities for the approval of the Advisor and the Watermaster.

10.1 ANNUAL BUDGET

The Advisor shall prepare an Annual Budget for review, approval, and adoption by the Watermaster. This Budget shall identify each Public Agency member's financial obligations and assessments and a description of budgeted expenditures, including:

- Replenishment water purchase;
- Operation and maintenance;
- Data collection and evaluation;
- Plan implementation administration;
- Project planning and reporting;
- Billing and assessment collection;
- Capital facilities financial obligations; and
- Preparation of an Annual Audit.

10.2 OWNERSHIP OF FACILITIES

Each Public Agency will continue to own its existing capital facilities for water management. However, in some situations, it may be necessary and/or convenient to form a JPA to finance and build specific capital facilities. Responsibility for the cost of any existing and future capital facilities of the Management Plan should be apportioned among the Public Agencies based on relative benefit to be derived by each Public Agency.

10.2.1 EXISTING FACILITIES

The existing groundwater recharge facilities in the Management Area are owned by EMWD. The Phase I project which is an upgrade of the existing recharge facilities is defined in Section 3.2.2 of this document, and EMWD will own these upgraded facilities. However, the use of the upgraded facilities and the benefits of the low-cost MWD water deliveries through this system will be shared by all agencies based on the level of construction funding contributions for the Phase I facilities and level of participation in the Soboba Settlement financing.

10.2.2 FUTURE PROJECTS

Any of the participating Public Agencies may propose water supply projects to the Watermaster for inclusion in the Plan. Such proposals, after evaluation by the Advisor and the TC, shall be presented to the Watermaster for approval or rejection. If the Watermaster chooses to reject the proposal, the proposing Public Agency may implement the rejected project as long as it does not significantly impact the implementation of the Plan and/or interfere with ongoing groundwater production by the Public Agencies.

10.2.3 USE OF MEMBER AGENCY ASSETS

It is the intent of the Member Agencies that their respective facilities shall be used in a manner that facilitates the implementation of the Plan, on terms that are equitable to all parties and consistent with each agency's obligations to its customer base.

10.3 ASSESSMENTS

Public agencies participating in the Plan are subject to two different assessments:

- Administrative Assessment; and
- Replenishment Assessment.

The purpose and use of these assessment funds are described in the following two sections:

10.3.1 ADMINISTRATIVE ASSESSMENTS

Administrative Assessments will be levied on each acre-foot pumped by each Public Agency up to the agency's Adjusted Production Right. These assessments can be used to pay costs associated with:

- Advisor's activities and his/her administrative expenses;
- Billing and assessment collection costs;
- Data collection and evaluation projects;
- Plan implementation administration, including monitoring plan, and associated salaries and overhead; and
- Project planning and reporting expenses.

Initially, the Administrative Assessment shall be Fifty Dollars (\$50.00) per AF, subject to adjustment by the Watermaster.

At the discretion of the Watermaster, any excess funds not used for the above expenditures at the end of the fiscal year can be used to purchase, deliver, and recharge the groundwater within the Management Area. These recharge waters are above and beyond groundwater replenishment waters purchased using the replenishment assessments, and should not be credited to individual Public Agencies as part of their required replenishment obligations. This shall not prohibit the development of a program or plan to provide credits for water purchased above and beyond that needed to satisfy a party's replenishment obligation.

Subject to the Watermaster's approval, funds may also be used to acquire and deliver water for direct use in lieu of pumping.

10.3.2 REPLENISHMENT ASSESSMENTS

Replenishment Assessments will be levied on each acre-foot of water pumped in excess of each Public Agency's or Class B Participant's Adjusted Production Right. Replenishment Assessments will be in amounts equal to the cost of importing or acquiring supplemental water to recharge the Management Area. The component costs will include the cost of the water (including conveyance, transportation and energy costs, operations and maintenance costs, a reserve for replacement and other administrative costs). These assessments will be levied on a per AF of water in excess of each respective member's adjusted Base Production Right. The revenue received for the replacement component shall be placed in a separate reserve fund to be used to fund the replacement cost of the existing system. New and/or expanded facilities will be financed from other resources.

10.3.3 COLLECTIONS AND ACCOUNTS

All the collected assessments and accounts associated with the Plan will be administered by the EMWD and are subject to the policies set by the Watermaster. All payments made to the Watermaster shall be maintained in a separate restricted account established by EMWD, and all accounts shall be subject to annual independent financial audits.

All revenues and assessments shall be used exclusively to acquire supplemental water for the recharge of the management Area and for the facilities and operational and administrative expenses associated with the Plan.

10.4 PHASE I FACILITIES CONSTRUCTION AND SOBOBA SETTLEMENT FINANCING

10.4.1 EMWD CONSTRUCTION COST

The initial facilities, Phase I, shall consist of existing EMWD facilities and expansion and additions to be constructed by EMWD at a cost currently estimated at \$16.12 million less public grants totaling \$5.0 million, for a net cost of \$11.12 million. EMWD shall finance the construction of these facilities through a bond issue or cash payment or by combination thereof. Each Public Agency shall be responsible for pro-rata repayment of the bonds through EMWD or reimbursement to EMWD (to the extent EMWD pays cash for said construction) based on that Agency's Base Production Right allocation percentage, i.e., 34.2% for LHMWD, 33.7% for EMWD, 19.6% for the City of Hemet, and 12.5% for the City of San Jacinto.

10.4.2 PAYMENTS TO SOBOBA TRIBE

In addition to the financing of the construction of Phase I facilities referred to in Section 10.4.1 above, the Soboba Settlement requires the payment of an additional \$17 million to the Soboba Tribe in return for the right to use low cost MWD water delivered for the benefit of the Tribe but which the Tribe does not use and other unused Tribal water. The \$17 million will be financed in the same manner as the construction of the initial Phase I facilities, i.e., by bond issue or cash payment by EMWD or a combination thereof. The \$17 million obligation will be partially offset by a \$10 million contribution by the United States toward the costs of constructing the Phase I facilities. Each Public Agency shall be responsible for pro-rata repayment of the bonds through EMWD or reimbursement to EMWD (for cash payment) based on that Agency's Base Production Right allocation percentage, as set out in Subparagraph (a) above.

10.4.2.1 Water Cost

The payment described above to the Soboba Tribe for the right to use low-cost MWD water delivered for the benefit of the Tribe but not used by the Tribe does not include the price of the water itself, which must be paid to MWD. Each Public Agency shall contractually agree with EMWD to pay its share of MWD's price for such water that it acquires for use to EMWD to enable EMWD to pay MWD.

10.4.3 EMWD OBLIGATION

Agreements between EMWD and each other Public Agency setting forth that Agency's financial commitment as required under Sections 10.4.1 and 10.4.2 (*citation*) above will be required as a condition precedent to EMWD's obligation to finance the facilities construction and the payment to the Tribe so as to establish a dedicated source of revenue for bond repayment or reimbursement, as appropriate. Said agreements shall also provide that, in return for said financial commitment, the Public Agency shall be entitled to: (1) share in the capacity of the Phase I facilities (those in existence and those to be constructed) and (2) share in the rights to the MWD water not used by the Tribe and other unused Tribal water, in each case based on the Agency's Base Production Right allocation percentage, as set out in Subparagraph (a) above. Each agreement with EMWD shall provide for the Agency's method of pro-rata repayment of bonds or reimbursement to EMWD, provided, however, that no Agency will be required to do so by cash payment without its consent.

10.4.4 RIGHT TO TRANSFER ENTITLEMENT TO USE FACILITIES AND/OR ENTITLEMENT TO SHARE IN RIGHTS TO WATER NOT USED BY TRIBE

Each Public Agency shall have the right to sell, lease or otherwise transfer the rights and obligations it holds to use the Phase I facilities described in Section 10.4.1 above and/or to share in the rights to the MWD water not used by the Tribe or other water not used by the Tribe described in Sections 10.4.2 and 10.4.3 above, provided that the transferee thereof shall be bound by said obligations. The foregoing notwithstanding, the Watermaster shall have the right of first refusal regarding any such transfer proposed by a Public Agency.

10.5 FUTURE CAPITAL FACILITIES

Future facilities may be required to meet the growth needs of the Management Area, which may require that a JPA or other financing conduit be formed. In either case, each Public Agency's contribution toward the cost of acquiring the added facilities shall be established by the Watermaster at the time such facilities will be needed. The use of such facilities shall be at the discretion of the Watermaster and be dedicated to replenishment activities. The foregoing shall not affect the right of a Public Agency to undertake a water supply project pursuant to Section 10.4.2 above.

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The five-member Watermaster Governing Board (Watermaster) will be composed of one elected official each from the City of Hemet, City of San Jacinto, LHMWD, and EMWD (Public Agencies) and one representative elected by the private groundwater producers (Private Water Producers). Each member of the Watermaster will have one vote and will serve until replaced by the entity (Public Agencies or the Private Water Producers) making the original appointment.

The Watermaster is responsible for administering and enforcing the provisions of the Stipulated Judgment and any subsequent instructions or orders of the Court. The implementation of the Management Plan, along with any additions or modifications as may from time to time be appropriate, and all financial matters relating to Management Plan Activities are the responsibility of the Watermaster.

This section describes how the Watermaster is expected to implement different elements of the Physical Solution outlined in the Stipulated Judgment. Information provided in this section should be used for planning purposes and is not intended to set or change any conditions imposed by the Stipulated Judgment. The timelines provided in this section should be used as guidelines and are not meant to imply any obligation to be met by the Watermaster. The Watermaster is expected to use the information provided in this section during the early years after its formation and refine, revise, or redefine the information, as it deems appropriate.

11.1 ORGANIZATION

The Watermaster will receive assistance and support from legal counsel, an Advisor, a Technical Committee (TC), and Eastern Municipal Water District (EMWD). The duties and responsibilities of each entity are outlined in subsequent sections. Figure 11.1 demonstrates the relationships between the Watermaster and its supporting entities.

Within one month of the Stipulated Judgment approval, the Private Pumpers identified as Class A and B participants are expected to develop a procedure for electing their representative. The elected officials from the Agencies and the Private Pumpers serving as the Watermaster should be identified within the first two months of Stipulated Judgment approval, and the Watermaster should conduct its first meeting at a mutually acceptable location within one month after that.

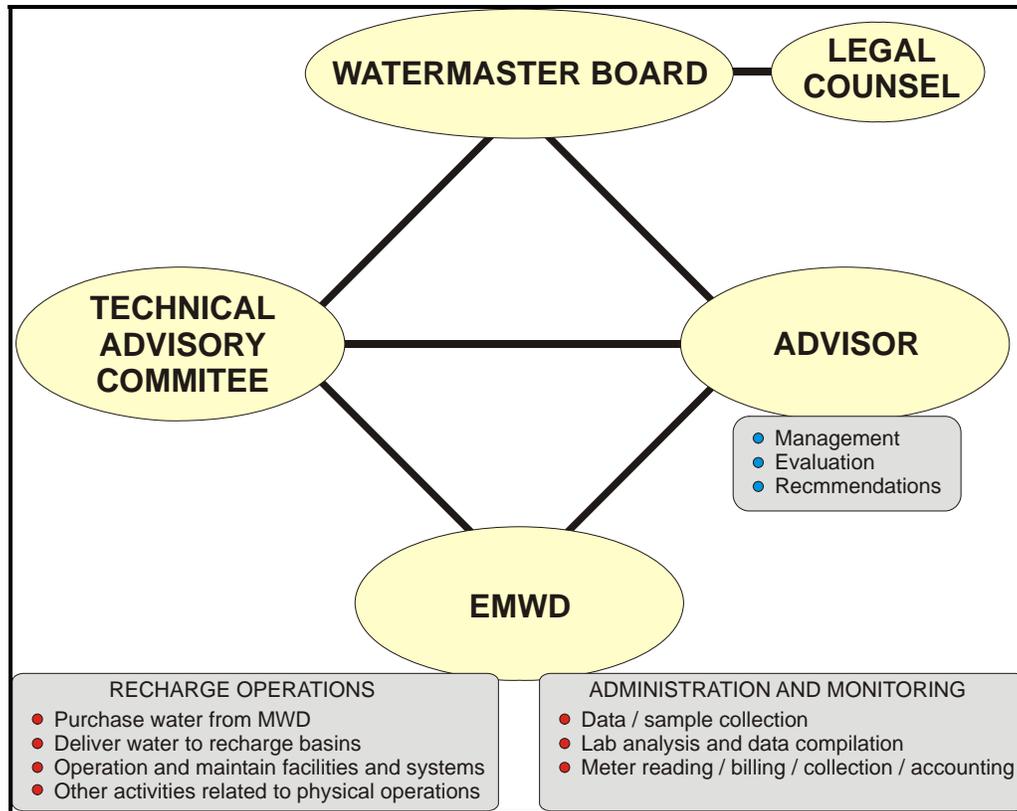


Figure 11.1 Relationships between Entities

Within three months of the Watermaster's first meeting, the Watermaster will retain the services of an independent attorney or legal firm (Legal Counsel) to provide assistance with legal matters and to provide ongoing advice and recommendations in legal areas appropriate to the Watermaster carrying out its duties

Also within three months of the Watermaster's first meeting, the Watermaster will contract with either an independent engineering firm or a qualified individual (Advisor) experienced in hydrology to evaluate and analyze the data collected by EMWD and any conclusions based on that data, and to make recommendations to the Watermaster. The Advisor will provide general coordination between the Watermaster, the Technical Committee, and EMWD with respect to their respective functions, and will also perform such executive functions as the Watermaster may direct. The Watermaster may refer any matter it chooses to any person it may select for assistance in carrying out its duties under the Judgment.

The TC will consist of managerial and technical representatives of the Agencies and Private Water Producers. The Advisor will serve as the TC chairman. The TC will provide technical assistance at the request of the Watermaster. The TC will make recommendations to the Advisor and to the Watermaster on all matters requiring four votes for Watermaster action, which are:

- Any change in the form of governance;
- Any change in voting requirements;
- Retaining the services of legal counsel and Advisor;
- Establishing, levying, increasing or decreasing all assessment amounts;
- Adopting or amending the annual budget;
- Determining the extent of overdraft and quantifying safe yield;
- Determining Adjusted Production Rights;
- Decisions regarding the financing of Supplemental Water or facilities;
- Decisions regarding ownership of facilities, other than ownership of the Phase I facilities, which will be owned by EMWD, subject to a right of use by those parties participating in the Phase I financing;
- Management policies for the Management Area; and
- Any decision that involves a substantial commitment by the Watermaster, including any contracts for conserved water.

In addition, the TC will receive all Monitoring Program and associated data from EMWD for review and evaluation. The TC members are anticipated to keep the City Councils, Agency Boards of Directors, and participating Private Pumpers informed about the Watermaster activities and the Water Management Plan's status.

Within six months of Stipulated Judgment approval, the Watermaster will prepare and adopt Rules and Regulations for its own operation as well as for the operation of the Water Management Plan and Judgment. A dispute resolution process will be included in the Rules and Regulations.

11.2 MONITORING PROGRAM IMPLEMENTATION

The Monitoring Program was initiated with the execution of the September 2003 *Agreement to Develop a Groundwater Monitoring Program in the Hemet/San Jacinto Management Area* between the Cities of Hemet and San Jacinto, EMWD, and LHMWD. Its purpose was to measure and monitor groundwater levels to assist in the accurate evaluation of conditions of overdraft and the evaluation of the operational safe yield in the Management Area. In addition to water levels, the program included water quality and production monitoring. The agreement for 2005 added surface water monitoring of San Jacinto River flows in conjunction with the U.S. Geological Survey. Funded equitably among the agencies, the Monitoring Program has been managed by EMWD. The monitoring locations currently are sampled annually for quality and are measured semi-annual for water levels. The locations are presented in Figure 11.2. These

locations may be updated based on the recommendations in the annual monitoring program as discussed later in this Section.

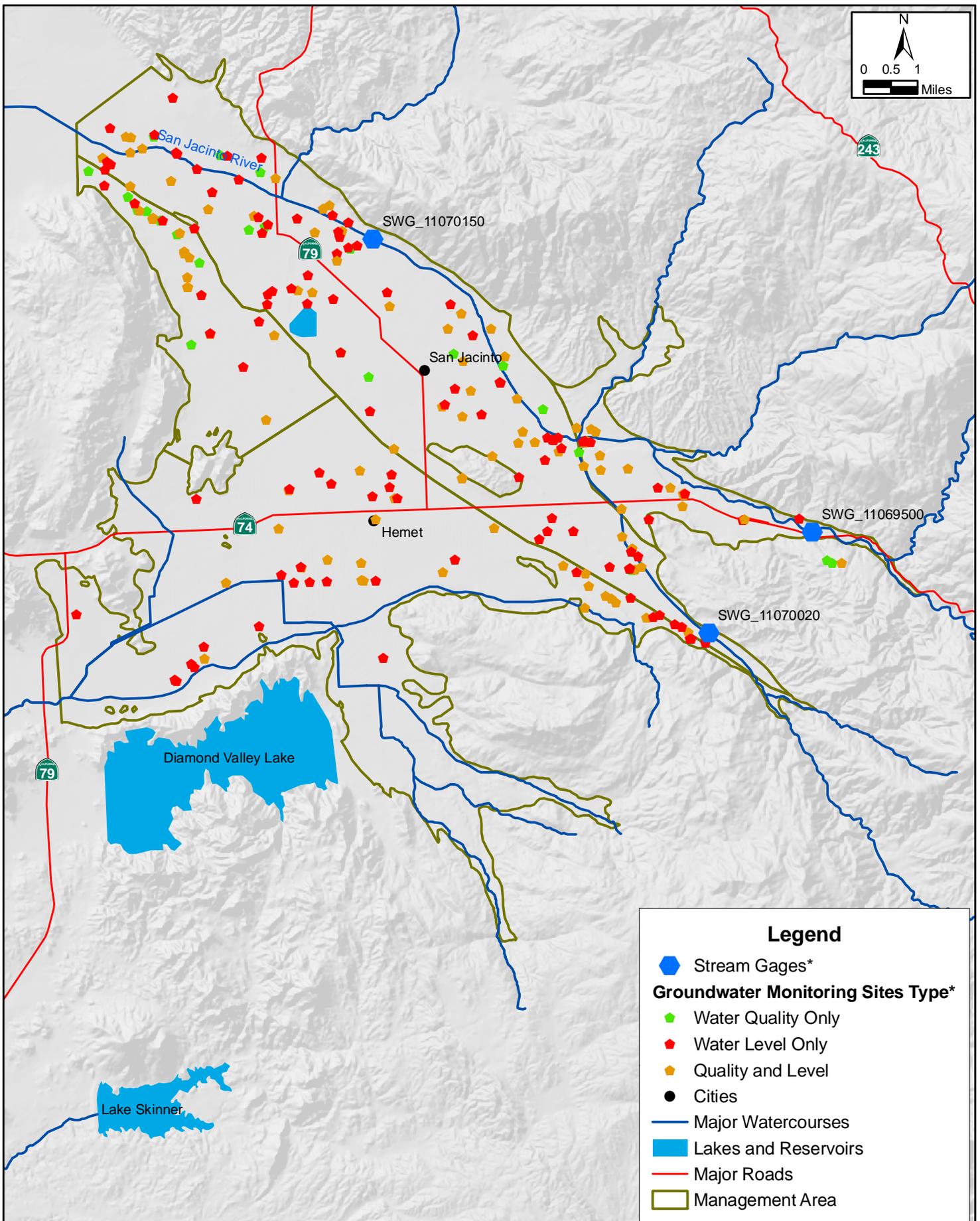
To protect groundwater supplies, an Inactive Well Capping/Sealing Program is included in the Monitoring Programs. Under this program, an inactive well or open casing will be capped/sealed at no charge to the well owner. These wells may still be used for water level and, in some cases, water quality monitoring. Priority is given to those wells that are potentially dangerous open holes (16-18" casings) or those located in areas where flooding resulting from precipitation might carry manure, fertilizers, or other contaminants into the well.

Any Agency or well owner can provide the Watermaster or Monitoring Program personnel with the location of an unused well or open casing for consideration for the Inactive Well Capping/Sealing Program.

Under a contract with the Watermaster, EMWD will lead the Monitoring Program effort. Prior to January 1st of any given year, EMWD staff will present a proposed Monitoring Program to the Advisor. The program is anticipated to include:

1. Estimated number of wells to be monitored for groundwater levels;
2. Estimated number of wells to be sampled for water quality;
3. Number of meters to be read monthly or installed or repaired;
4. Estimated number of inactive wells to be capped;
5. Any changes or variation from the previous year's activities; and
6. Estimated budget to include cost for the field activities and development of the annual report.

The Advisor will review, revise, approve or reject the proposed monitoring program and initiate the annual monitoring program before the end of January of each year. The annual Monitoring Program budget must be approved by the Watermaster before the end of February of each year. The Monitoring Program is run on a calendar year basis and each annual report and associated budget will reflect such a calendar year time period.



Data to be considered for collection and inclusion in the Hemet/San Jacinto Water Management Area Annual Reports to assess the status of the basins and to monitor the responses for future management activities may include, but is not limited to:

- Groundwater level monitoring results;
- Groundwater quality monitoring results;
- Groundwater production;
- Surface water flow monitoring results;
- Surface water quality;
- Surface water diversions;
- Imported water;
- Hydrologic data (rainfall and evaporation);
- Recycled water production;
- Recycled water sales/use;
- Conveyance water;
- Water conservation measures;
- Population growth and development; and
- Land use and crop mix.

EMWD will submit the Annual Hemet/San Jacinto Water Management Area Report resulting from the Monitoring Program to the Advisor for review within four months after completion of each calendar year's monitoring program. The Advisor will then provide the Watermaster with recommendations on how best to operate the Management Area as well as provide a proposed determination of Administrative and Replenishment Assessments for each agency based on previous year's activities. Within the first six years, the Watermaster, with input from its Advisor and the TC, will make a determination of the safe yield of the Management Area. Thereafter, the safe yield shall be reviewed and modified, if necessary, upon the recommendation of the TC or as the Watermaster may determine.

The Watermaster will use information provided in the Annual Hemet/San Jacinto Water Management Area Report and Advisor's recommendations to decide on how to meet the goals for the upcoming year(s).

11.3 MANAGEMENT PLANNING TOOLS

In the future, the Watermaster may want to develop or use databases and other numerical models as planning tools. EMWD maintains a RWRD. Data from the Groundwater and Surface

Water Monitoring Programs, as well as other water and groundwater-related data, are stored in this database. These data form the basis of the Hemet/San Jacinto Water Management Area Annual Reports and can be made available to the Advisor.

EMWD's groundwater flow/transport numerical model can also be made available to assist the Advisor and the Watermaster in evaluating different water resources management alternatives for future projects, for planning purposes, for analysis as in the Regional Water Quality Control Board permitting process, and for determining safe yield. The model is capable of calculating the water budget, exhibiting trends, evaluating regulatory constraints, and can be used as a planning tool. It is recommended that the model be updated every three to five years at the discretion of the Watermaster.

To use EMWD's RWRD and groundwater flow/transport numerical model, the Watermaster is anticipated to enter into a contract with EMWD to cover the Watermaster related cost of software upgrades, necessary hardware, and resources required for maintenance of these tools.

11.4 FINANCIAL ADMINISTRATION

The Watermaster is responsible for the levying, billing, and collection of all assessments provided for under the Judgment, for the payment of all costs and expenses of the Watermaster, and for the performance of accounting and related functions required in connection with performing the Watermaster's duties. The Agencies' groundwater production will be subject to Administrative and Replenishment Assessments. Class B participants are only subject to Replenishment Assessments.

The Watermaster will determine the amount of the Administrative Assessments. For the first year of implementation these assessments are set at \$50 per acre-foot. The amount of the Replenishment Assessments will equal the cost of providing a like quantity of supplemental water to recharge the Management Area. The cost of providing a like quantity of water will include the costs of water, operations and maintenance costs of the replenishment system; capital recovery, and other administrative costs as defined in the Stipulated Judgment. An Administrative Assessment will be levied on each acre foot pumped by an Agency up to its adjusted base production right excluding any adjustments as outlined in the Stipulated Judgment.

In order to obtain operating funds for the Watermaster, the Agencies will advance payment of their share of the Administrative Assessments. These payments are anticipated to be paid within the first quarter of each year. Replenishment Assessments due will be determined on the basis of production during the prior calendar year, and are expected to be paid within the first

quarter of the year following the prior calendar year's production. Replenishment Assessments will be collected prior to actual recharge by the Watermaster.

In addition, the Agencies will be required to make payments as required under other obligations with EMWD, such as, Phase 1 Facilities and Construction Cost and Use, and delivery and use of recycled water agreements.

Starting with the second year, the Watermaster's invoices should reflect the balance of the Administrative and Replenishment Assessment payments from the previous year as a credit or debit on the invoices.

Within three months of Stipulated Judgment approval, the Watermaster is anticipated to contract with EMWD to perform the Watermaster's accounting functions including billing, collection, and accounting. EMWD will maintain a restricted account for such activities as the operation of the Monitoring Programs and purchase of replenishment water. In addition, EMWD will invoice the Watermaster for its share of imported water costs. EMWD's restricted accounts will be included in the Watermaster's year-end audits to be conducted in accordance with accepted accounting principles.

Funding for the monitoring program, development and use of the management planning tools, and the financial management of the accounts are anticipated to come from Administrative Assessments.

All funds collected by EMWD must be held in a segregated account and all expenses and disbursements must be separately accounted for.

11.5 STIPULATED JUDGMENT ADMINISTRATION

The Watermaster shall prepare, file with the Court, and distribute to relevant parties a Watermaster Annual Report including a summary of all activities during the preceding calendar year, an audited statement of all accounts and financial activities of the Watermaster, and a summary of extractions and replenishments as well as all other pertinent information. The Watermaster will provide the Court updated estimates of the groundwater budget, safe yield, and overdraft as required.

During the development of the Water Management Plan, a number of Agreements and MOUs were initiated among and between the Agencies. Within three months of the Stipulated Judgment approval, the Watermaster will review and re-issue the Agreements and MOUs in the name of the Watermaster if necessary and appropriate. The current MOUs are presented in Appendix H.

Upon Settlement Agreement implementation, the Watermaster will recognize the Tribal Water Rights, as set forth in the Stipulated Judgment and the applicable provisions of the Soboba Tribe Settlement Agreement.

11.6 FACILITIES AND PROJECTS

Each Agency shall continue to own its existing capital facilities for water management. However, capital facilities may be jointly constructed and owned by the Management Plan. Joint financing of such facilities may be funded by regional capital fees, loans and grants, municipal bonds, and contributions for storage by The Metropolitan Water District of Southern California or other third parties. Responsibility for the costs of any existing and future capital facility of the Management Plan should be apportioned among the Agencies based on the relative benefit to be derived by each Agency. Any Agency may propose a project to be included in the Management Plan to increase Management Area water supply. Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the Watermaster chooses to reject a proposal, the proposing Agency may implement the rejected project as long as it does not significantly impact the implementation of the Management Plan and/or interfere with the ongoing production by the Agencies. The maintenance and upgrading of facilities currently owned by any Agency, and used to further the goals of the Management Plan, will be considered by the Watermaster for funding.

The Agencies have been evaluating and developing a number of programs to mitigate overdraft. The stakeholders agreed that the primary project, the core of the Physical Solution, is the IRRP. This project involves the artificial recharge of imported water into the basin along the San Jacinto River. An agreement that documents the ownership, financing, and operation of the facilities for Phase I of the IRRP is anticipated to be executed after completion of the California Environmental Quality Act (CEQA) process.

The Recycled Water In-Lieu Program identifies large agricultural pumpers in the Management Area that can use recycled water as their source of supply instead of producing groundwater. Providing recycled water to these producers will reduce the stress on groundwater resources and will reduce the community's long-term need for imported replenishment water.

The Watermaster, with assistance from the Advisor, TC, and EMWD, will develop recycled water strategies. The operational feasibility of these strategies will be assessed and determined by the Advisor and EMWD. The Advisor will recommend economically feasible projects to the Watermaster for implementation. It is anticipated that EMWD, as the sole recycled water provider in the Management Area will, own, operate and administer facilities required for these projects.

11.7 SPECIAL PROJECTS AND STUDIES

It will be necessary to conduct technical or other investigations such as hydrogeologic investigations, GIS analyses, field investigations, numerical modeling, or feasibility studies. The Watermaster may act individually or participate with other entities to conduct such investigations or to collect data necessary to accomplish the main goals of the Management Plan. In addition, any Agency may propose investigations or studies that are appropriate to the goals of the Management Plan. Such proposals, after review by the Advisor and evaluation by the Watermaster, shall either be accepted or rejected. If the Watermaster rejects a study, the proposing Agency may still implement the investigation or study so long as it does not significantly impact the implementation of the Management Plan or interfere with the ongoing activities by the Agencies.

11.8 CONSERVATION PROGRAMS

Each agency maintains its own individual Conservation Program. Additional conservation measures can be designed and implemented using Best Management Practices by the agencies and/or implemented by the agricultural producers and dairy water users. The Watermaster has the discretion to expand its involvement in local conservation programs and if appropriate, lead any collaborative conservation program amongst the agencies.

11.9 WELL CONSTRUCTION, ABANDONMENT, AND DESTRUCTION

Riverside County regulates the construction, reconstruction, abandonment, and destruction of community water supply wells, individual domestic wells, and agricultural wells. Through the offices of the Department of Environmental Health, the County is responsible for issuing permits for well drilling or abandonment.

Section 10 of the Ordinance No. 682.3 states, *“Standards for the construction, reconstruction, abandonment, or destruction of wells shall be the standards recommended in the Bulletins of the California Department of Water Resources as follows: Bulletin NO 74-81 Chapter II Water Wells, and Bulletin NO 74-90 (Supplement to Bulletin 74-81) and as these Bulletins may be amended by the State of California from time to time.”*

To oversee management of the groundwater resources in the area, the Watermaster is expected to coordinate with the County of Riverside, and track new developments in the area. This will help the Watermaster to identify critical groundwater monitoring wells that are located in areas to be developed. A plan for proper abandonment and/or destruction, and replacement of the well as a monitoring well, if appropriate, will then be set in motion.

If the well is critical in providing data for the Management Area Monitoring Program, the Watermaster will work with the appropriate jurisdictional agency and the well owner to save the well for monitoring or to replace it with a new monitoring well in an area adjacent to a retention basin, park, green belt, or other community area in the vicinity of the original well location.

The Advisor, with the concurrence of the Watermaster, will arrange meetings with the Agencies to discuss and review future construction of any facilities that may be of value or interest to the Management Plan area. The Watermaster will work with the project proponent with regard to enhancing and or modifying the facilities to maximize the benefit to the Management Plan effort.

11.10 PUBLIC PARTICIPATION

The process by which interested and affected individuals, organizations, agencies and government entities are consulted and included in decision making, has been the driving force in the development of the Water Management Plan. Stakeholders in the Hemet/San Jacinto basins have recognized for several years that their groundwater basins are in a state of overdraft. The Soboba Water rights Proposal presented in February of 1995 provided the impetus for the examination of the overdraft problem. The topic of discussion of a public meeting held on December 13, 2000 was the state of the Hemet/San Jacinto groundwater basins.

EMWD sponsored community discussions in early 2001 entitled: "Groundwater Management: Avoiding Political Pitfalls", "State of the Hemet/San Jacinto Basins", and "Cooperate to Self-govern". The Principles for Water Management were drafted as the basis for a starting point to develop solutions, both for the Soboba proposal and for the overdrafted basin. The Principles were circulated to the general public in February 2001.

In June, 2001, EMWD, LHMWD, City of Hemet and City of San Jacinto signed a conjunctive management Memorandum of Understanding (MOU) with DWR. Two committees were organized to work cooperatively to address the issues. The policy committee, comprised of elected officials and staff members of the four agencies, plus local private pumpers, and a technical advisory committee with representatives from the four agencies, the private pumpers and a neutral consultant provide by DWR. The policy committee meetings are open to the public and are frequently attended by agricultural pumpers, local business owners, local residents, and tribal members, attorneys and technical consultants of the Soboba Band of Luiseño Indians.

Water Outreach Public Information Programs hosted by EMWD have been held at a local restaurant in Hemet in October 2001 and August 2002 to discuss the progress of the Groundwater and Technical Committees in the development of a Water Management Plan.

The Watermaster will continue this process of public involvement and community outreach during Management Plan implementation. Meetings of the Watermaster will be public meetings and will, therefore, be subject to the Brown Act.

11.11 GROUNDWATER MANAGEMENT PLAN COMPONENTS AND CONSISTENCY WITH THE CALIFORNIA WATER CODE

Groundwater management is the planned and coordinated local effort of sustaining the groundwater basin to meet future water supply needs. With the passage of AB 3030 in 1992, local water agencies were provided a systematic way of formulating groundwater management plans (California Water Code, Sections 10750 et seq.). AB 3030 also encourages coordination between local entities through joint-power authorities or MOUs. SB 1938, passed in 2002, further emphasized the need for groundwater management in California. SB 1938 requires AB 3030 groundwater management plans to contain specific plan components to receive state funding for water projects.

The Water Management Plan includes the seven mandatory components that are required to be eligible for the award of certain funds administered by DWR for the construction of groundwater projects or groundwater quality projects. The Plan also addresses the 12 specific technical issues identified in the California Water Code along with the seven recommended components identified in DWR Bulletin 118 (DWR 2003). Appendix I lists the required and recommended components and identifies the specific location within this Plan where the information can be found.

11.12 SCHEDULE

The Plan Implementation Schedule is shown in Table 11.1.

Phase I of the Integrated Recharge and Recovery Program is scheduled to be constructed in two phases, Phase A and Phase B. The schedule for activities related to these phases is shown in Table 11.2.

Table 11.1 Plan Implementation Schedule

Task No.	Description	Time Required	Estimated Completion
1	Retain Services of Legal Counsel	3 Mos.	Within 6 mos. of Stipulated Judgment Approval (S.J.A.)
2	Retain Services of Advisor	3 Mos.	
3	Review and Re-issue Existing Agreements and MOUs in the Name of the Watermaster if Appropriate and/or Necessary	3 Mos.	
4.	Watermaster Enter into Contract(s) with EMWD to: a) Manage/administer the Groundwater and Surface Water Monitoring Programs and prepare the <i>Hemet/San Jacinto Water Management Plan Annual Report</i> containing Monitoring Program results and related information; b) Compile all data and maintain the Regional Water Resources Database; c) Operate, maintain, and update the Groundwater Model. d) Provide Accounting Functions. e) Manage Recharge Facilities and any Other Field Operations.	3 Mos.	
6	First Watermaster Annual Report to the Court	3 Mos.	Within 14 mos. of S.J.A.
7	Develop and Adopt Rules and Regulations	3 Mos.	Within 6 mos. of S.J.A.
8	Administrative Assessment Payment	1 st Quarter of Each Year	On-going
9	Replenishment Assessment Payment	1 st Quarter of Each Year Following the Actual Production	On-going

Table 11.2 Phase I Project Construction

Task No.	Description	Time Required	Estimated Completion
PHASE A			
1	Environmental Process (EIR)	---	Completed
2	Land Acquisition		Within 6 mos. of Settlement Agreement Approval (S.A.A.)
3	Grant Approval, Advertising, Award	7 Mos.	
4	Extraction Well Drilling	17 Mos.	
5	Extraction Well Pump & Chlorination Equipping	12 Mos.	
6	Pump Station Modifications	12 Mos.	
PHASE B			
1	NEPA/Permitting Process	---	Before S.A.A.
2	Extraction Well Drilling	6 Mos.	Within 12 mos. of S.A.A.
3	Extraction Well Pump & Chlorination Equipping	19 Mos.	
4	Recharge Basins	5 Mos.	
5	Pipelines	5 Mos.	
6	Monitoring Wells	6 Mos.	

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SOBOBA BAND OF LUISEÑO INDIANS
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the Soboba Band of Luiseño Indians on behalf of itself and its members (collectively, the “Soboba Tribe”); the United States of America solely in its capacity as trustee for the Soboba Tribe (the “United States”); the Eastern Municipal Water District (“EMWD”); the Lake Hemet Municipal Water District (“LHMWD”); and The Metropolitan Water District of Southern California (“MWD”).

ARTICLE 1- RECITALS

1.1 The Soboba Tribe has made claims against EMWD and LHMWD (collectively, the “Local Districts”) for alleged infringement of its water rights in the San Jacinto River (“River”) and the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin associated therewith (collectively “Basin”) in Riverside County, California, and for damages related to historical interference with the Soboba Tribe’s rights and the unauthorized use of its water. Specifically, the Soboba Tribe alleges that the Local Districts, through their longstanding diversion of waters from the River and pumping of Groundwater from the Basin, have interfered with the Soboba Tribe’s water resources and its rights to the beneficial use and enjoyment of the Reservation.

1.2 The Soboba Tribe also has filed a lawsuit against MWD styled *Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California*, United States District Court Case No. 00-04208 GAF (MANx) (the “Action”). The Action alleges that MWD, by the construction and operation of the San Jacinto Tunnel (the “Tunnel”), has interfered with the Soboba Tribe’s water resources and its rights to the beneficial use and enjoyment of the Reservation.

1.3 The Parties have agreed to settle the Soboba Tribe’s claims on the terms set forth in this Settlement Agreement.

1.4 MWD also contends that it has legal indemnification claims and other rights against EMWD for the Action arising out of MWD Board Resolution 3940 (EMWD's Terms of Annexation into MWD). In 1951, EMWD was created and annexed into MWD for the purposes of resolving claims that MWD's construction and operation of the Tunnel interfered with local water rights in the Basin and to obtain a supplemental supply of water for the area. The Terms of Annexation required EMWD to resolve potentially conflicting rights to the Tunnel seepage water and that MWD annually credit EMWD for the entire amount of Tunnel seepage, which MWD has done every year since 1951. In exchange for the benefits of being annexed into the MWD service area and the return of the Tunnel seepage water to EMWD, EMWD was required to defend and indemnify Metropolitan from certain claims seeking recovery for loss or injury as a consequence of the Tunnel seepage, specifically including claims brought by the Tribe. In response to the Tribe's Action, MWD tendered the defense and indemnity of the Tribe's claims to EMWD, which EMWD declined on the grounds that the Action allegedly exceeded the scope of its obligations under the Terms of Annexation. MWD subsequently filed a third party action against EMWD seeking to enforce the defense and indemnity provisions contained in the Terms of Annexation. EMWD and MWD dispute each other's contentions.

1.5 EMWD and MWD have agreed as part of this settlement to resolve their dispute over the scope of EMWD's defense and indemnity obligations to MWD reflected in the EMWD's Terms of Annexation.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

This Settlement Agreement employs abbreviated terms that have the meanings below. To the extent that the definitions below conflict with those terms defined in other sections of the Settlement Agreement, the definitions in Article 2 shall prevail.

2.1 "Act" unless otherwise indicated, shall mean the Soboba Settlement Act approving this Settlement Agreement, attached as Exhibit A.

2.2 "Action" means the Soboba Tribe's lawsuit against MWD styled Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California, United States District Court Case No. 00-04208 GAF (MANx) and includes MWD's third party claim against EMWD.

2.3 "AFA" means acre-foot of water per annum.

2.4 "Basin" means collectively the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.

2.5 "Best Efforts" means that the Districts will take all commercially reasonable actions to fulfill the referenced contractual obligation.

2.6 "Canyon Sub-basin" means the groundwater basin as depicted on Exhibit B (map) and described in Exhibit C.

2.7 "Court" shall mean the Federal District Court for the Central District of California, Central Division, which has exercised jurisdiction over the Action.

2.8 "Decree Court" means the court with jurisdiction over the judgment and decree entered in accordance with this Settlement Agreement.

2.9 "Districts" means EMWD, LHMWD, and MWD.

2.10 "Effective Date" means the date on which the Secretary causes to be published in the Federal Register a statement of findings that the conditions in Section 3.1 have been fulfilled.

2.11 "EMWD" means the Eastern Municipal Water District.

2.12 "Groundwater" for the purposes of this Settlement Agreement means all water beneath the surface of the earth.

2.13 "Imported Water" means water sold by MWD to EMWD pursuant to Section 4.4 and is not intended to have the same meaning as the term "Imported Water" is used in MWD's Administrative Code.

2.14 "Intake Sub-basin" means the portion of the Upper Pressure groundwater Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.

2.15 "LHMWD" means the Lake Hemet Municipal Water District.

2.16 "Local Districts" means EMWD and LHMWD.

2.17 "MWD" means The Metropolitan Water District of Southern California.

2.18 "Party" is the singular form of "Parties," which means the entities represented by the signatories to this Settlement Agreement.

2.19 "Recharge Facilities" means those facilities to be constructed by the Local Districts pursuant to Section 4.4.G of this Settlement Agreement for the purpose of recharging the Imported Water into the Basin.

2.20 "Reservation" means the Soboba Indian Reservation as depicted on Exhibit D (map), comprising approximately 5,935 acres, as established by Executive Order on June 19, 1883; thereafter expanded by Executive Orders on January 29, 1887, and December 29, 1891, the purchase of 709.65 acres known as "Tract 8" in 1911, the issuance of a trust patent for 68.9 acres in 1913, and the transfer of 880 acres pursuant to the Southern California Indian Land Transfer Act, Pub. L. No. 100-581, 102 Stat. 2946 (1988); and, thereafter modified by Executive Orders of March 22, 1886, and January 29, 1887, and the issuance of a fee patent for 32.84 acres in 1900. It does not include the 950 acres northwest of and contiguous to the Reservation known as the "Jones Ranch," purchased by the Soboba Tribe in fee on July 21, 2001, and placed into trust on January 13, 2003, nor the 278.49 acres southeast of and contiguous to the Reservation known as the "Greater Horseshoe," purchased by the Soboba Tribe in fee in five separate transactions in June and December 2001 and December 2004; nor the 478 acres north of and contiguous to the Reservation known as "Kwiili," purchased by the Soboba Tribe in fee on April 4, 2004.

2.21 "River" means the surface flow of the San Jacinto River and its tributaries from its origins in the San Jacinto Mountains into and across the Basin as shown on Exhibit B (map).

2.22 "Secretary" means the Secretary of the Interior or her designee.

2.23 "Settlement Agreement" means this document including all exhibits, which are incorporated by reference.

2.24 "Soboba Tribe" means the Soboba Band of Luiseño Indians, a body politic and federally recognized Indian tribe, and its individual members.

2.25 "Surface Water" means all surface water flows of the River.

2.26 "Terms of Annexation" means Metropolitan Resolution No. 3940 which sets forth the terms of EMWD's annexation to MWD.

2.27 "Tribal Water Right" means the Soboba Tribe's rights to water set forth in Section 4.1.

2.28 "Tunnel" means that portion of the Colorado River Aqueduct known as the San Jacinto Tunnel.

2.29 "United States," unless otherwise indicated, means the United States of America solely in its capacity as trustee on behalf of the Soboba Tribe or its members.

2.30 "Untreated Replenishment Water" means untreated water sold pursuant to the Replenishment Service program as defined by MWD's Administrative Code at sections 4104, 4114 and 4514.

2.31 "Upper Pressure Sub-basin" means the groundwater basin as depicted on Exhibit B (map).

2.32 "WMP" means the Water Management Plan that will be developed by EMWD, LHMWD, the City of Hemet, the City of San Jacinto and other Basin users, pursuant to Section 4.8.A of this Settlement Agreement, to manage the Canyon Sub-basin, the Upper Pressure Sub-basin downstream to Bridge Street, and the Hemet Basins. The principles of the Water Management Plan are attached as Exhibit E. The area covered by the Water Management Plan is depicted on Exhibit F (map) and described in Exhibit G.

ARTICLE 3 – CONDITIONS PRECEDENT AND ENFORCEMENT

3.1 This Settlement Agreement shall become enforceable, and the releases and waivers of Article 5 effective, as of the date the Secretary causes to be published in the Federal Register a statement of findings that the following conditions have been fulfilled:

A. the Act has been enacted;

B. to the extent that the Settlement Agreement conflicts with the Act, the Settlement Agreement has been revised to conform with the Act;

C. the Settlement Agreement, as so revised, and the Waivers and Releases have been executed by the Parties and the Secretary;

D. warranty deeds for the property to be conveyed in fee to the Soboba Tribe pursuant to Section 4.6 have been placed in escrow with instructions that they shall be delivered to the Soboba Tribe by close of business on the first business day following the date that all of the conditions in this paragraph have been fulfilled;

E. the Soboba Tribe and the United States have approved the WMP;

F. the Judgment and Decree attached to the Settlement Agreement as Exhibit H have been approved by the United States District Court, Eastern Division of the Central District of California, and that judgment and decree have become final and nonappealable; and

G. the Congress of the United States has appropriated the funds and the funds have been deposited in the appropriate accounts pursuant to Sections 4.5 and 4.7.

3.2 Other than to take all necessary steps to cause the events described in this Article to occur, no Party shall be required to perform any of the obligations, or be entitled to any of the benefits, under this Settlement Agreement before all conditions precedent have been fulfilled. After the fulfillment of all conditions precedent, the Parties shall be bound by all provisions of this Settlement Agreement.

3.3 If all of the conditions listed in Section 3.1 have not been fulfilled by December 31, 2007, this Settlement Agreement shall be null and void, and any consideration, together with any income earned thereon, shall be returned to the depositing entity.

ARTICLE 4 - TRIBAL WATER RIGHTS

4.1 Water Rights. The Parties ratify, confirm, declare to be valid and agree not to object to or dispute or challenge in any judicial or administrative proceedings the rights of the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe, to the water rights set forth in this Section. In so doing, the Parties acknowledge that these rights are

the result of bargained for and exchanged concessions, as a result of which the Local Districts have agreed to supply water to the Soboba Tribe if it is unable, except for mechanical failure of its wells, pumps or water facilities, to produce the water to which it is entitled under this Article. Therefore, the Soboba Tribe shall have the following water rights which shall be held in trust by the United States for the benefit of the Soboba Tribe:

A. The prior and paramount right, superior to all others, to pump 9,000 AFA from the Basin for any use on the Reservation and lands now owned or hereafter acquired by the Soboba Tribe contiguous to the Reservation or within the Basin.

B. The Soboba Tribe's right to pump a total of 9,000 AFA from the Basin is without regard to whether the water was naturally or artificially recharged.

C. In the event the Soboba Tribe is unable, except for mechanical failure of its wells, pumps or water facilities, to produce from its existing wells or equivalent replacements up to 3,000 AFA production from the Canyon Sub-basin and the remainder of its Tribal Water Right from the Intake Sub-basin, subject to Section 4.3.A, the Local Districts shall deliver any shortage to the Soboba Tribe. Any shortage shall be delivered at such locations as the Soboba Tribe and the Local Districts may agree, or if there is no agreement, at the wellheads where the shortage occurred. Such water may be supplied from Local District wells in either the Canyon or Intake Sub-basins, or from other sources. For any water delivered pursuant to this paragraph, the Soboba Tribe shall pay an acre-foot charge equal to its then current cost of production, and any avoided cost of treatment, from the wells where the shortage occurred, assuming pumping lifts equal to the Soboba Tribe's averages in the respective Sub-basins over the preceding ten years.

4.2 Water Quality. Recharged water placed in the Canyon Sub-basin by Local Districts and/or the WMP and any replacement water delivered to the Soboba Tribe pursuant to Section 4.3.C shall conform to all applicable State water quality regulations and, without prior written approval from the Soboba Tribe, shall neither exceed (1) any Federal or State of California primary or secondary drinking water standards (except with respect to recharged water, turbidity, color, or coliform bacteria) nor (2) 0.3 milligrams per liter (mg/l) boron or 0.05

mg/l lithium. Recharged water placed in the Intake Sub-basin by EMWD, LHMWD, and/or the WMP shall conform to all applicable State water quality regulations. Nothing in this paragraph shall affect the water quality obligations assumed by Metropolitan for Imported Water set forth in Section 4.4.

4.3 Soboba Tribe's Water Use. Beginning on the Effective Date, the Soboba Tribe's right to pump groundwater in the exercise of its Tribal Water Right shall be subject to the following provisions:

A. The Soboba Tribe agrees to limit its exercise of the Tribal Water Right to 4,100 AFA for a period of fifty (50) years commencing with the Effective Date, according to the schedule set forth in Exhibit I to this Settlement Agreement. Should the Soboba Tribe during that period identify a need for water in addition to the Schedule set forth in Exhibit J, the Soboba Tribe shall have the right to purchase water from the WMP at the rate then being charged to the WMP's municipal producers.

B. Any use of the Tribal Water Right by an individual member of the Soboba Tribe shall be satisfied out of the water resources provided to the Soboba Tribe in this Settlement Agreement.

C. In addition to the limitation in Section 4.3.A, the Soboba Tribe may enter into contracts and options to lease, contracts and options to exchange, or contracts and options to forbear the use of the Tribal Water Right or postpone undertaking new or expanded water uses, provided that any such contract or option for a term greater than five years shall require the approval of the Secretary. Any such water thereby made available to others shall only be used by participants in, or other users within the area of, the WMP. No contract shall be for a term exceeding one hundred (100) years, nor shall any contract provide for permanent alienation of any portion of the Tribal Water Right.

4.4 Purchase of Imported Water [see definition of Imported Water in Section 2.13 of this Settlement Agreement]. In order to provide water to the Soboba Tribe and to reduce the overdraft of the Basin, EMWD and MWD agree to enter into a contract pursuant to which MWD

will sell and EMWD on behalf of the WMP will purchase the Imported Water under the following terms:

A. Price. The Imported Water will be sold by MWD to EMWD at the then prevailing service rate charged by MWD for Untreated Replenishment Water, which rate is reflected in MWD's Administrative Code at section 4401(a)(2). As of the date this Settlement Agreement is signed by MWD, the service rate for such water is \$233 per acre foot. Changes in the rates charged for Imported Water shall be effective the same date that the new rates for Untreated Replenishment Water become applicable to MWD's member agencies. Should MWD ever discontinue the delivery of Untreated Replenishment Water, the service rate for water supplied pursuant to this contract shall initially be determined by taking the last published service rate for Untreated Replenishment Water and charged to EMWD under this contract. Thereafter, the rate for Imported Water would continue to be adjusted on the same percentage basis as MWD's service rate for the non-interruptible untreated water deliveries to its member agencies, which adjustments shall become effective on the same date that the new service rates become applicable to MWD's member agencies.

B. Use. For purposes of the Imported Water only, MWD releases EMWD from all covenants that now, or may in the future, require that water purchased at the service rate for Untreated Replenishment Water be left in the ground or otherwise not used for any period of time.

C. Duration. The contract shall commence upon the Effective Date and will expire on December 31, 2035. EMWD and MWD agree to negotiate in good faith a possible extension of this water sale contract for an additional period which, when added to the original term expiring on December 31, 2035, would provide for a total term of 50 years. In determining whether or not to extend the term of this contract for this additional period, MWD will consider the current status of its replenishment water program, the status of MWD's State Water Project contract, the implementation of this Settlement Agreement, and any other information that MWD deems relevant to the possible extension of the water sale contract. Nothing in this paragraph

shall be construed to require MWD to extend the water sale contact.

D. Water Quality. Water sold by MWD pursuant to this contract shall be of a quality that is consistent with MWD's operational and water quality goals. MWD agrees to make Best Efforts to meet water quality objectives set by the Santa Ana Regional Water Quality Control Board for recharged water being put into the Basin. MWD takes no risks associated with any discrepancy between the water quality obligations assumed by MWD pursuant to this paragraph and water quality standards applicable to recharged water set by the Santa Ana Regional Water Quality Control Board or other regulatory body.

E. Deliveries. Deliveries under this contract shall not begin until the Effective Date. Once deliveries are commenced, MWD shall use Best Efforts to deliver 7,500 AFA for the duration of the contract based upon 15-year averages. Annual deliveries shall be calculated on a January 1 to December 31 calendar year and shall be pro rated for any portion of a year during which the contract is in force. MWD reserves the right to deliver water at any time of the year. MWD shall give EMWD advance notice of Imported Water deliveries as provided for in MWD's then current Administrative Code and implementing guidelines for replenishment water deliveries, which presently is reflected in section 4514(c) of MWD's Administrative Code.

F. Point of Delivery. Deliveries shall be made by MWD to EMWD at the connection known as EM-14 or, upon mutual agreement of MWD and EMWD, at one or more additional existing or future connections. The Parties acknowledge that the suspension or termination of deliveries to EM-14 may, at any time, as determined by MWD's Chief Executive Officer, be required to meet MWD's operational needs. If deliveries to this location are suspended or terminated, then EMWD and MWD agree to negotiate in good faith to identify an alternative delivery point or points and, if MWD and EMWD are unable to reach agreement, the dispute shall be resolved by the Decree Court.

G. Recharge Facilities. The Local Districts, through the WMP, shall construct, operate, and maintain facilities for artificial Groundwater recharge and banking of the Imported Water. Said facilities shall be sufficient to accommodate a flow rate of 42 cubic feet per second

and to store up to 40,000 acre feet of Imported Water in the Basin. MWD shall have a paramount right to use capacity in the Recharge Facilities sufficient to accommodate a flow rate of 42 cubic feet per second and a paramount right to store up to 40,000 acre feet of Imported Water to meet its obligations under this Settlement Agreement, provided that MWD's sole remedy if the required storage capacity is not made available is to reduce its obligation by the amount of water that it was prepared but unable to deliver due to the lack of storage capacity. MWD's obligations under this Section 4.4 shall not arise until the Recharge Facilities are capable of meeting the capacity and storage requirements set forth in this paragraph.

H. Postponed Deliveries. EMWD shall have the right to postpone deliveries during periods when the Recharge Facilities are not capable of meeting the capacity and storage requirements set forth in Section 4.4.G, provided that each of the following four conditions are met: (i) the inability to meet capacity and storage requirements is the result of events beyond the control of the Local Districts and/or the WMP; (ii) the inability to meet capacity and storage requirements is not the result of negligence on the part of the Local Districts and/or the WMP; (iii) the inability to meet capacity and storage requirements is not the result of water quality limitations that are more restrictive than those established pursuant to Section 4.4.D, and (iv) that the Local Districts use Best Efforts to make necessary repairs and/or take other actions necessary to make the Recharge Facilities fully operational.

(1) If the conditions for postponed deliveries are met as required herein, MWD shall make up such deferred deliveries at a later time, to the extent that MWD has Untreated Replenishment Water available.

(2) If the conditions for postponed deliveries are not met as required herein, then MWD's obligation to deliver water shall be reduced by the amount of water that MWD was prepared to deliver, subject to the 42 cubic feet per second maximum flow rate, and the existence of unused storage capacity up to the 40,000 acre-foot maximum.

I. Pre-Deliveries. MWD shall have complete discretion concerning use of the 40,000 acre feet of storage capacity for the pre-delivery of Imported Water, including the right

not to use such capacity. As such, MWD makes no commitments to pre-deliver any amount of Imported Water.

4.5 Funding for Infrastructure. In accordance with the Act, the United States shall establish in the Treasury of the United States a fund in the amount of \$10,000,000, managed by the Secretary of the Interior, which may be drawn upon by EMWD to pay or reimburse costs associated with constructing, operating, and maintaining that portion of the Recharge Facilities necessary to accommodate deliveries of the Imported Water.

4.6 Land Transfer.

A. EMWD Property. In settlement of the Action, EMWD shall place into escrow a warranty deed conveying to the Soboba Tribe in fee all of the property presently owned by EMWD at Domenigoni Parkway and Highway 79, consisting of approximately 106 acres which is described and illustrated in Exhibit J to this Settlement Agreement. The escrow instructions shall provide that the warranty deed shall be delivered to the Soboba Tribe by close of business on the first business day following the Effective Date.

B. MWD Property. In settlement of the Action, MWD shall place into escrow a warranty deed conveying to the Soboba Tribe in fee property presently owned by MWD at Domenigoni Parkway and Patterson Avenue, consisting of approximately 21.7 acres which is described and illustrated in Exhibit K to this Settlement Agreement. The escrow instructions shall provide that the warranty deed shall be delivered to the Soboba Tribe by close of business on the first business day following the Effective Date.

C. The Secretary shall accept into trust for the benefit of the Tribe the lands conveyed to the Tribe pursuant to this Section.

D. Use of Property. Management and development by the Soboba Tribe of the lands transferred by this paragraph shall comply with all applicable Federal law. Any regulation by the Soboba Tribe of the environment on, under or above such lands that impacts MWD's operations, including but not limited to its operations related to Diamond Valley Reservoir, shall be consistent with, and no more stringent than, comparable regulation by the United States and the

State of California.

4.7 Development Funds.

A. Local Districts. No later than 120 days after the Effective Date and before any funds are released to the Local Districts under Section 4.5, the Local Districts shall pay to the Soboba Tribe the sum of \$17,000,000 plus interest at the average daily prime rate (as reported by the Wall Street Journal) plus two and one-quarter percent (2.25%) per annum from the Effective Date until paid. These funds are determined to be non-trust funds and shall be managed by the Soboba Tribe in its sole discretion. The United States shall have no responsibility with respect to the funds provided to the Soboba Tribe pursuant to this paragraph.

B. United States. In accordance with the Act, the United States shall establish in the Treasury of the United States a trust fund in the amount of \$11,000,000, managed by the Secretary of the Interior in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.) and this Settlement Agreement. There shall be no expenditures from the trust fund until the conditions in Section 3.1 are fulfilled.

(1) Investment of the Fund. The Secretary shall invest amounts in this fund in accordance with the Act of April 1, 1880 (21 Stat. 70, ch. 41, 25 U.S.C. 161), the first section of the Act of June 24, 1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a), and this paragraph.

(2) Fund Uses. This fund may be drawn upon by the Soboba Tribe with the approval of the Secretary to pay or reimburse costs associated with constructing, operating, and maintaining water and sewage infrastructure or other water-related development projects.

4.8 Other Terms.

A. The Local Districts, with the cooperation of other Groundwater producers in the Basin, shall develop and implement a WMP for the Basin that will address the current Basin overdraft, and recognize and take into account the Tribal Water Right. The WMP shall not be final or deemed effective for the purposes of this Settlement until it is approved by the Soboba Tribe and the United States. No implementation or subsequent modification of the WMP shall threaten or adversely affect the rights of the Soboba Tribe hereunder, and the Soboba Tribe and

the United States reserve the right under the continuing jurisdiction of the Decree Court to litigate any such issue.

B. EMWD will credit to the Soboba Tribe the sum of \$1,000,000 to be deducted from the cost of water and sewage financial participation fees (connection fees) and similar fees charged by EMWD for any property owned by the Soboba Tribe within EMWD's then existing service area for which service is sought pursuant to an agreement for service between the Soboba Tribe and EMWD. The Soboba Tribe and EMWD agree to negotiate in good faith concerning any future agreement for service which shall be funded in whole or in part by the credit established pursuant to this paragraph.

C. LHMWD will make available for habitat preservation and/or environmental mitigation purposes property it owns in the San Jacinto River bed, consisting of approximately 12 acres which is described and illustrated in Exhibit L to this Settlement Agreement. This property shall be used for habitat preservation and/or environmental mitigation to assist in meeting the requirements of applicable Federal and State environmental laws relating to the Recharge Facilities.

D. In consideration for the benefits received under this Settlement Agreement, the Soboba Tribe shall make available, without transfer of title, up to 98 acres of land for habitat preservation and/or environmental mitigation to assist in meeting the requirements of applicable Federal and State environmental laws relating to the Recharge Facilities. The area from which the Soboba Tribe, in consultation with the United States Fish and Wildlife Service, will select the land to be used for these purposes is described and illustrated in Exhibit M of this Settlement Agreement.

E. The Soboba Tribe agrees to provide the Local Districts with all information reasonably available to the Soboba Tribe that the Local Districts and the Soboba Tribe agree is required to implement this Settlement Agreement and the WMP.

F. MWD shall not be joined in any legal proceeding to enforce the Tribal Water Right described in Sections 4.1 through 4.3 or which concerns the duties and obligations

reflected at Section 4.8, paragraphs A through E, unless said proceeding relates to MWD's failure to perform its obligations to deliver water set forth in Section 4.4.

ARTICLE 5 - RELEASES AND WAIVERS

5.1 Soboba Tribe

A. The Soboba Tribe, on behalf of itself and its members, and the United States solely in its capacity as trustee for the Tribe releases EMWD, LHMWD, and MWD for:

(1) All past, present and future claims to Surface and Groundwater rights for the Reservation, from time immemorial through the Effective Date and anytime thereafter;

(2) All past, present and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to, interference with Surface and Groundwater rights and resources of the Reservation, including, but not limited to, all claims for injury to the Soboba Tribe's use and enjoyment of the Reservation, economic development, religion, language, social structure and culture, and injury to the natural resources of the Reservation, from time immemorial through the Effective Date;

(3) All past, present and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to, continuing interference with Surface and Groundwater rights and resources of the Reservation, including the full scope of claims defined in Section 5.1.A(2), to the extent that such continuing interference began prior to the Effective Date, from time immemorial through the Effective Date and anytime thereafter;

(4) All past, present and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to, seepage of water into the Tunnel, including the full scope of claims defined in Section 5.1.A(2), from time immemorial through the Effective Date and anytime thereafter.

B. The Soboba Tribe, on behalf of itself and its members, releases the United States for:

(1) All claims described in Section 5.1.A(1)-(4);

(2) All past, present and future claims for failure to acquire or develop water rights

and resources of the Reservation from time immemorial through the Effective Date and anytime thereafter;

(3) All past, present and future claims for failure to protect water rights and resources of the Reservation from time immemorial through the Effective Date, and any past, present and future claims for any continuing failure to protect water rights and resources of the Reservation, from time immemorial through the Effective Date and, to the extent that such continuing failure to protect began before the Effective Date, anytime thereafter;

(4) All past, present and future claims arising from the failure of any non-federal Party to fulfill the terms of this Settlement Agreement at anytime.

(5) All past, present, and future claims arising out of the negotiation of this Settlement Agreement or the negotiation and enactment of the Act, or any specific terms or provisions thereof, including but not limited to the Soboba Tribe's consent to limit the number of participant parties to this Settlement Agreement.

C. The Soboba Tribe, on behalf of itself and its members, expressly preserves as against all Parties all rights and remedies relating to:

(1) The enforcement of this Settlement Agreement;

(2) The infringement of any water rights arising under Federal or State law which may be appurtenant to property, other than the Reservation, that is now owned or hereafter acquired by the Soboba Tribe, excepting claims identified in Section 5.1.A(4), which relate to Tunnel seepage, and any challenge to approved portions of the WMP.

D. The Soboba Tribe agrees to defend, indemnify, and hold harmless EMWD, LHMWD, MWD, and the United States for any claim seeking damages or other form of relief based upon the rights released by the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts.

5.2 EMWD

A. EMWD shall release LHMWD, MWD, the Soboba Tribe, and the United States from:

(1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1, A and B, and all of their respective subparts; and

(2) All past and present claims arising from, or in any way related to, interference with EMWD's Surface and Groundwater rights under Federal or State law from time immemorial through the Effective Date, including, but not limited to, all rights originally belonging to EMWD's predecessors and/or otherwise acquired by EMWD prior to the Effective Date .

B. Notwithstanding the dispute between EMWD and MWD over the scope of EMWD's defense and indemnity obligations reflected in Section 8 of Resolution 3940 (the Terms of Annexation) or the language of Section 8, EMWD shall defend and indemnify MWD against all demands, claims, suits, or other administrative or legal proceedings arising from, or in anyway connected to, the infiltration of water into the Tunnel. This obligation shall apply irrespective of when the claim arose or the alleged infringement, harm, or injury occurred.

C. EMWD expressly preserves all rights and remedies relating to:

(1) As against all Parties, the enforcement of this Settlement Agreement;

(2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by EMWD; and

(3) As against MWD, the Terms of Annexation, except as expressly agreed to in Section 5.2.B.

5.3 LHMWD

A. LHMWD shall release EMWD, MWD, the Soboba Tribe, and the United States from:

(1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and

(2) All past and present claims arising from, or in any way related to, interference

with LHMWD's Surface and Groundwater rights under Federal or State law from time immemorial through Effective Date.

B. LHMWD expressly preserves all rights and remedies relating to:

(1) As against all Parties, the enforcement of this Settlement Agreement; and

(2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by LHMWD.

5.4 MWD

A. MWD shall release EMWD, LHMWD, the Soboba Tribe, and the United States from:

(1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and

(2) All past and present claims arising from, or in any way related to, interference with MWD's Surface and Groundwater rights under Federal or State law from time immemorial through the Effective Date .

B. MWD expressly preserves all rights and remedies relating to:

(1) As against all Parties, the enforcement of this Settlement Agreement;

(2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by MWD; and

(3) As against EMWD, the Terms of Annexation, except as expressly agreed to in Section 5.2.B.

5.5 All Parties Release of Unknown Claims.

A. Each Party acknowledges and agrees that certain of the releases reflected in Sections 5.1 through 5.5 apply to all claims whether known or unknown to the releasing Party.

B. Each Party certifies that it has read the following provisions of California Civil Code Section 1542:

“A general release does not extend to claims which the creditor does not know or suspect

to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.ö

C. Each Party waives the application of California Civil Code Section 1542. In doing so, each Party acknowledges that it is consciously releasing claims that may exist as of the date of this release but which it does not know exist, and which, if known, would materially affect its decision to execute this Settlement Agreement, regardless of whether the Parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5.6 Waiver of Sovereign Immunity. If any Party to this Settlement Agreement brings an action or other proceeding in any court of the United States relating only and directly to the interpretation or enforcement of the Act or the Settlement Agreement and names the United States or the Soboba Tribe as a party, the United States, the Tribe, or both, may be joined in any such action, and any claim by the United States or the Tribe to sovereign immunity from the action is waived, other than with respect to claims for monetary awards, for the limited and sole purpose of such interpretation or enforcement.

ARTICLE 6- ADMINISTRATION AND OTHER CONSIDERATIONS

6.1 Disclaimer. Nothing in this Settlement Agreement shall be construed as establishing any standard to be used for the quantification of Federal reserved rights, aboriginal claims, or any other Indian claims to water or lands in any judicial or administrative forum or proceeding. Nothing in this Settlement Agreement shall be construed to quantify or otherwise affect the water rights, claims or entitlements to water of any California tribe, band or community other than the Soboba Tribe.

6.2 Evidentiary Effect of Negotiations. This Settlement Agreement has been arrived at in the process of good faith negotiation for the purpose of resolving legal disputes, including pending litigation, and all Parties agree that no conduct, statements, offers, or compromises made in the course thereof shall be construed as admissions against interest or be used in any legal forum or proceeding other than one for approval, confirmation, interpretation, or enforcement of this Settlement Agreement.

6.3 Authorship. The Parties agree that this Settlement Agreement reflects the joint drafting efforts of all Parties. In the event that any dispute, disagreement, or controversy arises regarding this Settlement Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

6.4 Authorization to Execute. Each Party represents and warrants that she or he is authorized to execute this Settlement Agreement on behalf of the respective Parties to this Settlement Agreement and does so freely and voluntarily.

6.5 Effect of Execution by the Districts. Execution of this Settlement Agreement by the Districts signifies that provisions of this Settlement Agreement affecting the Districts have been approved by their respective Boards of Directors, and these agencies assume the obligations of and are entitled to the benefits of this Settlement Agreement.

6.6 No Inducements. Each Party acknowledges and represents that in executing this Settlement Agreement it has not relied upon any inducements, promises, or representations made by the other Parties which are not reflected in this Settlement Agreement.

6.7 Advice of Counsel. Each Party warrants and represents that, in executing this Settlement Agreement, it has relied upon legal advice from counsel of its choice; that the terms of this Settlement Agreement have been read and its consequences have been completely explained to it by counsel; and that it fully understands the terms of this Settlement Agreement.

6.8 Contingent on Appropriation of Funds. The expenditure or advance of any money or the performance of any obligation by the United States under this Settlement Agreement is contingent upon appropriation of funds therefor. If funds are not appropriated, the United States shall accrue no liability.

6.9 Officials Not to Benefit. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Settlement Agreement or to any benefit that may arise from this Settlement Agreement. This restriction shall not be construed to extend to this Settlement Agreement if made with a corporation or company for its general benefit.

6.10 Counterparts. This Settlement Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all the Parties.

6.11 Jurisdiction. The Decree Court retains jurisdiction over the Judgment and Decree and the Settlement Agreement.

6.12 Governing Law. This Settlement Agreement shall be construed in accordance with Federal laws and where appropriate the laws of the State of California.

6.13 Successors and Assigns. This Settlement Agreement and the attached waivers and agreements shall, unless otherwise indicated, be binding on and inure to the benefit of the Parties, and their respective successors and assigns.

6.14 Integration. This Settlement Agreement incorporates all the exhibits and sets forth the entire agreement of the Parties with respect to the subject matter hereof, with the exception that EMWD and MWD have resolved certain rights and obligations by way of a Partial Settlement Agreement dated November 14, 2001 which shall remain binding on those two Parties only. This Settlement Agreement may be amended only by written agreement executed by the Parties.

ARTICLE 7- NOTICE AND SIGNATURES

7.1 Notices. Any notice or other communication given under this Settlement Agreement must be in writing and delivered by overnight courier service or certified mail, return receipt requested, postage prepaid and properly addressed to the Parties at the addresses listed below (or to any other or further addresses the Parties may subsequently designate by notice in this manner). All these notices and communication shall be effective when delivery to the required recipient is completed in accordance with this paragraph:

To the Soboba Tribe:

Chairperson
Soboba Band of Luiseño Indians
P.O. Box 487
San Jacinto, CA 92581

To the United States of America: Asst. Secretary for Indian Affairs
U.S. Department of the Interior
1849 C St. NW 4104 MIB
Washington, DC 20240-0001
Chief, U.S. Dept. of Justice
Indian Resources Section
P.O. Box 44378
L'Enfant Plaza Station Washington, DC 20026-4378

cc: Regional Director
Bureau of Indian Affairs
Pacific Region
2800 Cottage Way
Sacramento, CA 95825

To EMWD: General Manager
Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300

To LHMWD: General Manager
Lake Hemet Municipal Water District
2480 East Florida Avenue
P.O. Box 5039
Hemet, CA 92544

To MWD: Chief Executive Officer
Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

General Counsel
Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the
day and year written below.

SOBOBA BAND OF LUISEÑO INDIANS

Date: _____

By: _____
Robert J. Salgado Sr., Chairman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Randy A. Record, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Joseph D. Van Sickle, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

EXHIBITS TO SETTLEMENT AGREEMENT

- A. Soboba Settlement Act
- B. Map of the Basin and San Jacinto River
- C. Description of the Basin
- D. Map of the Soboba Reservation
- E. Principles for Water Management
- F. Map of the Water Management Plan Area
- G. Description of the Water Management Plan Area
- H. Judgment and Decree
- I. Soboba Tribe's Water Development Schedule
- J. Description of EMWD Property
- K. Description of MWD Property
- L. Description of LHMWD Property
- M. Map of Potential Soboba Reservation Lands for Habitat Preservation and/or Environmental Mitigation

Exhibit A – Soboba Settlement Act

SEC. 1. SHORT TITLE.

This Act may be cited as the ‘Soboba Band of Luiseño Indians Settlement Act’.

SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.– The Congress finds the following–

(1) The Soboba Band of Luiseño Indians is a federally-recognized Indian tribe whose Reservation of approximately 6,000 acres, extending east and north from the banks of San Jacinto River in Riverside County, California, was created by an Executive Order of June 19, 1883, and enlarged and modified by subsequent Executive Orders, purchases, and an Act of Congress.

(2) The Tribe’s water rights have not been quantified, and the Tribe has longstanding unresolved claims for interferences with the water resources of its Reservation, which the Tribe maintains have rendered much of the Tribe’s Reservation useless for habitation, livestock, or agriculture. On April 20, 2000, the Tribe filed a lawsuit against The Metropolitan Water District of Southern California for interference with the Tribe’s water resources and damages to its Reservation allegedly caused by Metropolitan’s construction and operation of the San Jacinto Tunnel, which is part of the Colorado River Aqueduct. The lawsuit, styled *Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California*, No. 00-04208 GAF (MANx), is pending in the United States District Court for the Central District of California.

(3) The Tribe also has made claims against Eastern Municipal Water District and Lake Hemet Municipal Water District, located adjacent to the Reservation, seeking to secure its water rights and damages arising from alleged past interference with the Tribe’s water resources.

(4) Recognizing that the final resolution of its water rights and claims through litigation will take many years and entail great expense to all parties, continue to limit the Tribe's access to water with economic, social, and cultural consequences to the Tribe, prolong uncertainty as to the availability of water supplies, and seriously impair the long-term economic planning and development of all parties, the Tribe and non-Indian entities have sought to settle their water-related disputes and reduce the burdens of litigation.

(5) After negotiations, which included participation by representatives of the Tribe, the United States, The Metropolitan Water District of Southern California, Eastern Municipal Water District, and Lake Hemet Municipal Water District, the parties have entered into a Settlement Agreement to determine the Tribe’s water rights, resolve all of its claims for interference with the water resources of, and damages to, its Reservation, and provide for the construction of water projects to facilitate the exercise of the Tribe's rights.

(6) Pursuant to the Settlement Agreement, Eastern Municipal Water District and Lake Hemet Municipal Water District acknowledge and assure the Tribe’s prior and paramount right, superior to all others, to pump 9,000 acre-feet of water annually from the San Jacinto River basin. To provide water to the Tribe and to

reduce the overdraft of the basin, the two water districts and The Metropolitan Water District of Southern California will contract to import and recharge supplemental water supplies into the basin. The water districts also will make substantial additional contributions to the settlement, including the conveyance of certain replacement lands and economic development funds to the Tribe, to carry out the Settlement Agreement's provisions.

(7) It is appropriate that the United States participate in the implementation of the Settlement Agreement, and contribute funds to enable the Tribe to use its water entitlement in developing its Reservation, and to assist the neighboring non-Indian entities in the construction, operation, and maintenance of the facilities required to recharge the imported water.

(b) **PURPOSES.**— The purposes of this Act are—

(1) to approve, ratify, and confirm the Settlement Agreement entered into by the Tribe and non-Indians entities;

(2) to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers;

(3) to authorize the actions, agreements, and appropriations as provided in the Settlement Agreement and this Act.

SEC. 3. DEFINITIONS.

In this Act—

(1) **RESTORATION FUND.**— The term ‘Restoration Fund’ means the San Jacinto Basin Restoration Fund established by section 6 of this Act.

(2) **DEVELOPMENT FUND.**— The term ‘Development Fund’ means the Soboba Band of Luiseño Indians Water Development Fund established by section 7 of this Act.

(3) **RESERVATION.**— The term ‘Reservation’ means the Soboba Indian Reservation created by an Executive Order dated June 19, 1883, and enlarged and modified by subsequent Executive Orders, purchases, and an Act of Congress, excluding the 950 acres northwest of and contiguous to the Reservation known as the “Jones Ranch,” purchased by the Soboba Tribe in fee on July 21, 2001, and placed into trust on January 13, 2003, the 129.19 acres southeast of and contiguous to the Reservation known as the “Horseshoe Properties,” purchased by the Soboba Tribe in fee in four separate transactions in June and December 2001, and the 478 acres north of and contiguous to the Reservation known as “Kwiili,” purchased by the Soboba Tribe in fee on April 4, 2004.

(4) **SECRETARY.**— The term ‘Secretary’ means the Secretary of the Interior or her designee.

(5) **SETTLEMENT AGREEMENT.**— The term ‘Settlement Agreement’ means that agreement dated _____, 2004, together with all exhibits thereto. The parties to the Settlement Agreement are the Soboba Band of Luiseño Indians and its members, the United States on behalf of the Tribe and its members, The

Metropolitan Water District of Southern California, Eastern Municipal Water District, and Lake Hemet Municipal Water District.

(6) **TRIBE, SOBOBA TRIBE, or SOBOBA BAND OF LUISEÑO INDIANS.**— The terms ‘Tribe’, ‘Soboba Tribe’, or ‘Soboba Band of Luiseño Indians’ means the body politic and federally recognized Indian tribe, and its members.

(7) **WATER MANAGEMENT PLAN.**— The term ‘Water Management Plan’ means the plan, approved by the Soboba Tribe and the Secretary, developed pursuant to Section 4.8, paragraph A of the Settlement Agreement to resolve the overdraft of the San Jacinto basin.

SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AUTHORIZATION.

(a) **IN GENERAL.**— The United States hereby approves, ratifies, and confirms the Settlement Agreement, except to the extent it conflicts with the provisions of this Act, and consents to be made a party to the pending action described in section 2, paragraph (a)(2) of this Act for the purpose of entering the judgment and decree attached to the Settlement Agreement as Exhibit H.

(b) **AUTHORIZATION.**— The Secretary is authorized and directed to execute, and take such other actions as are necessary to implement, the Settlement Agreement and any amendments approved by the parties necessary to make the Settlement Agreement consistent with this Act.

SEC. 5. AUTHORIZATION OF APPROPRIATIONS.

(a) **RESTORATION FUND.**— There is authorized to be appropriated to the San Jacinto Basin Restoration Fund established in section 6 of this Act the amount of \$10,000,000 to pay or reimburse costs associated with constructing, operating, and maintaining the portion of the basin recharge project, described in Section 4.5 of the Settlement Agreement, necessary to accommodate deliveries of the supplemental imported water under Section 4.4 of the Settlement Agreement.

(b) **DEVELOPMENT FUND.**— There is authorized to be appropriated to the Soboba Band of Luiseño Indians Water Development Fund established in section 7 of this Act the amount of \$11,000,000 to pay or reimburse costs associated with constructing, operating, and maintaining water and sewage infrastructure, and other water-related development projects.

SEC. 6. RESTORATION FUND.

(a) **ESTABLISHMENT.**— There shall be established within the Treasury of the United States a non-interest bearing account to be known as the ‘San Jacinto Basin Restoration Fund’, consisting of the amounts authorized to be appropriated in section 5, paragraph (a) of this Act.

(b) **ADMINISTRATION.**— The Restoration Fund shall be administered by the Secretary for the purposes set forth in paragraph (d) of this section.

(c) AVAILABILITY.— The funds authorized to be appropriated pursuant to section 5, paragraph (a) of this Act shall be available for expenditure or withdrawal only after the requirements set forth in section 9(e) of this Act and paragraph (d) of this section have been met.

(d) EXPENDITURES AND WITHDRAWALS.—

(1) EXPENDITURE PLAN.—

(A) IN GENERAL.— Eastern Municipal Water District, on behalf of the Water Management Plan, shall submit to the Secretary for approval an expenditure plan for use of the Restoration Fund.

(B) REQUIREMENTS.— The expenditure plan shall require that any funds be expended or reimbursed in accordance with the purposes described in section 5, paragraph (a) of this Act.

(C) APPROVAL.— The Secretary shall approve the expenditure plan if it is reasonable and not inconsistent with this Act.

(2) WITHDRAWALS.— On approval by the Secretary of the expenditure plan described in this section, Eastern Municipal Water District, on behalf of the Water Management Plan, may withdraw monies from the Restoration Fund as provided in the plan.

(3) ENFORCEMENT.— The Secretary may take judicial or administrative action to enforce the provisions of any expenditure plan to ensure that monies withdrawn from the Restoration Fund under the plan are used in accordance with this Act.

(4) LIABILITY.— If Eastern Municipal Water District, on behalf of the Water Management Plan, exercises the right to withdraw monies from the Restoration Fund, neither the Secretary nor the Secretary of the Treasury shall retain any liability for the expenditure or investment of the monies withdrawn.

(5) ANNUAL REPORT.— Eastern Municipal Water District shall submit to the Tribe and the Secretary an annual report that describes all expenditures from the Restoration Fund during the year covered by the report.

SEC. 7. DEVELOPMENT FUND.

(a) ESTABLISHMENT.— There shall be established within the Treasury of the United States an interest bearing account to be known as the ‘Soboba Band of Luiseño Indians Water Development Fund’, to be managed and invested by the Secretary, consisting of the amounts authorized to be appropriated in section 5, paragraph (b) of this Act.

(b) MANAGEMENT.— The Secretary shall manage the Development Fund, make investments, and make monies available for distribution consistent with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.) (referred to in this section as the ‘Trust Fund Reform Act’), this Act, and the Settlement Agreement.

(c) INVESTMENT.— The Secretary shall invest amounts in the Development Fund in accordance with—

(1) the Act of April 1, 1880 (21 Stat. 70, ch. 41, 25 U.S.C. 161);

(2) the first section of the Act of June 24, 1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a); and

(3) paragraph (b) of this section.

(d) AVAILABILITY.— The funds authorized to be appropriated pursuant to section 5, paragraph (b) of this Act shall be available for expenditure or withdrawal only after the requirements set forth in section 9(e) of this Act and paragraph (e) below have been met.

(e) EXPENDITURES AND WITHDRAWALS.—

(1) TRIBAL MANAGEMENT PLAN.—

(A) IN GENERAL.— The Tribe may withdraw all or part of the Development Fund on approval by the Secretary of a tribal management plan as described in the Trust Fund Reform Act.

(B) REQUIREMENTS.— In addition to the requirements under the Trust Fund Reform Act, the tribal management plan shall require that any funds be expended or reimbursed in accordance with the purposes described in section 5, paragraph (b) of this Act.

(2) ENFORCEMENT.— The Secretary may take judicial or administrative action to enforce the provisions of any tribal management plan to ensure that monies withdrawn from the Development Fund under the plan are used in accordance with this Act.

(3) LIABILITY.— If the Tribe exercises the right to withdraw monies from the Development Fund, neither the Secretary nor the Secretary of the Treasury shall retain any liability for the expenditure or investment of the monies withdrawn.

(4) ANNUAL REPORT.— The Tribe shall submit to the Secretary an annual report that describes all expenditures from the Development Fund during the year covered by the report.

(5) NO PER CAPITA DISTRIBUTIONS.— No part of the Development Fund shall be distributed on a per capita basis to members of the Tribe.

SEC. 8. WAIVERS AND RELEASES.

(a) TRIBE AND UNITED STATES AUTHORIZATION.— The Tribe, on behalf of itself and its members, and the Secretary, on behalf of the United States in its capacity as trustee for the Tribe and its members, are authorized, as part of the performance of their obligations under the Settlement Agreement, to execute a waiver and release for claims under Federal, State, or other law against The Metropolitan Water District of Southern California, Eastern Municipal Water District and Lake Hemet Municipal Water District, for any and all—

(1) past, present, and future claims to surface and groundwater rights for the Reservation from time immemorial through the effective date described in section 10 of this Act and anytime thereafter;

(2) past, present, and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to,

interference with surface and groundwater rights and resources of the Reservation, including, but not limited to, all claims for injury to the Tribe's use and enjoyment of the Reservation, economic development, religion, language, social structure and culture, and injury to the natural resources of the Reservation, from time immemorial through the effective date described in section 10 of this Act;

(3) past, present, and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to, continuing interference with surface and groundwater rights and resources of the Reservation, including the full scope of claims defined in Section 5.1, paragraph A(2) of the Settlement Agreement, to the extent that such continuing interference began prior to the effective date described in section 10 of this Act, from time immemorial through the effective date described in section 10 of this Act and anytime thereafter; and

(4) past, present, and future claims for injury of any kind, whether to person, property, or other right or interest, arising from, or in any way related to, seepage of water into the San Jacinto Tunnel, including the full scope of claims defined in Section 5.1, paragraph A(2) of the Settlement Agreement, from time immemorial through the effective date described in section 10 of this Act and anytime thereafter.

(b) **TRIBAL WAIVERS AGAINST THE UNITED STATES.**— The Tribe is authorized, as part of the performance of its obligations under the Settlement Agreement, to execute a waiver and release for claims against the United States (acting in its capacity as trustee for the Tribe or its members, or otherwise acting on behalf of the Tribe or its members), including any agencies, officials, or employees thereof, for any and all—

(1) claims described in paragraph (a) of this section;

(2) past, present, and future claims for failure to acquire or develop water rights and resources of the Reservation from time immemorial through the effective date described in section 10 of this Act and anytime thereafter;

(3) past, present, and future claims for failure to protect water rights and resources of the Reservation from time immemorial through the effective date described in section 10 of this Act, and any past, present, and future claims for any continuing failure to protect water rights and resources of the Reservation, from time immemorial through the effective date described in section 10 of this Act and, to the extent that such continuing failure to protect began before the effective date described in section 10 of this Act, anytime thereafter;

(4) past, present, and future claims arising from the failure of any non-federal Party to fulfill the terms of the Settlement Agreement at anytime; and

(5) past, present, and future claims arising out of the negotiation of the Settlement Agreement or the negotiation and enactment of this Act, or any specific terms or provisions thereof, including, but not limited to, the Tribe's consent to limit the number of participant parties to the Settlement Agreement.

SEC. 9. MISCELLANEOUS PROVISIONS.

(a) **WAIVER OF SOVEREIGN IMMUNITY.**— If any party to the Settlement Agreement brings an action or other proceeding in any court of the United States relating only and directly to the interpretation or enforcement of this Act or the Settlement Agreement and names the United States or the Soboba Tribe as a party—

- (1) the United States, the Tribe, or both, may be joined in any such action; and
- (2) any claim by the United States or the Tribe to sovereign immunity from the action is waived, other than with respect to claims for monetary awards, for the limited and sole purpose of such interpretation or enforcement.

(b) **TRIBAL USE OF WATER.**—

(1) **IN GENERAL.**— With respect to water rights made available under the Settlement Agreement—

(A) the Tribe may use water made available to it under the Settlement Agreement for any use it deems advisable on the Reservation and on any other lands it owns or may acquire, in fee or in trust, contiguous to the Reservation or within the area of the groundwater basin described in Section 2.4 of the Settlement Agreement;

(B) such water rights shall be held in trust by the United States in perpetuity, and shall not be subject to forfeiture or abandonment; and

(C) State law shall not apply to the Tribe’s use of water made available to it under the Settlement Agreement.

(2) **LIMITATION.**—

(A) **IN GENERAL.**— Except as provided in paragraph (B) below, the Tribe shall not sell or lease water made available to it under the Settlement Agreement.

(B) **EXCEPTION.**— The Tribe may enter into contracts and options to lease, contracts and options to exchange, or contracts and options to forbear the use of water made available to it under the Settlement Agreement or postpone undertaking new or expanded water uses, provided that any such contract or option for a term greater than five years shall require the approval of the Secretary. Any such water thereby made available to others shall only be used by participants in, or other users within the area of, the Water Management Plan described in Section 2.32 of the Settlement Agreement. No contract shall be for a term exceeding one hundred years, nor shall any contract provide for permanent alienation of any portion of the water rights made available under the Settlement Agreement.

(c) **ACCEPTANCE OF LAND INTO TRUST.**— The Secretary shall accept into trust for the benefit of the Tribe the lands conveyed to the Tribe pursuant to Section 4.6 of the Settlement Agreement, which conveyed lands shall be considered for all purposes as if

they were so acquired into trust status in 1937, except as to valid rights existing at the time of acquisition pursuant to this Act.

(d) **HABITAT CONSERVATION.**— The United States, in its capacity as trustee for the Tribe, and the Tribe in its own right shall make available, including, if necessary, by conveyance of a permanent easement to the United States Fish and Wildlife Service or other agency of the United States, up to 98 acres of Reservation land for habitat conservation related to the portion of the basin recharge project necessary to accommodate deliveries of the supplemental imported water described in Section 4.4 of the Settlement Agreement.

(e) **AVAILABILITY OF APPROPRIATIONS.**— The funds authorized to be appropriated under section 5 of this Act shall not be available for expenditure or withdrawal until the requirements of section 10(a) of this Act have been met and the waivers and releases set out in section 8 of this Act become effective.

(f) **RETENTION OF RIGHTS.**—

(1) In the event the waivers and releases set out in section 8 of this Act do not become effective pursuant to section 10(a) of this Act, the Soboba Tribe and the United States shall retain the right to assert all rights and claims enumerated in section 8, and any claims or defenses of the parties to the Settlement Agreement shall also be retained.

(2) The parties expressly reserve all rights not specifically granted, recognized, waived, or released by the Settlement Agreement or this Act.

(g) **PRECEDENT.**— Nothing in this Act shall be construed or interpreted as a precedent for the quantification or litigation of federal reserved water rights or the interpretation or administration of future water settlement Acts.

(h) **OTHER INDIAN TRIBES.**— Nothing in the Settlement Agreement or this Act shall be construed in any way to quantify or otherwise adversely affect the water rights, claims, or entitlements to water of any Indian tribe, band, or community, other than the Soboba Tribe.

(i) **ENVIRONMENTAL COMPLIANCE.**—

(1) Signing by the Secretary of the Settlement Agreement does not constitute major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(2) The Secretary shall comply with all aspects of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), and other applicable environmental laws, in implementing the terms of the Settlement Agreement and this Act.

SEC. 10. EFFECTIVE DATE.

(a) **IN GENERAL.**— The waiver and release authorizations contained in subsections (b) and (c) of section 8 of this Act shall become effective as of the date the Secretary causes to be published in the Federal Register a statement of findings that—

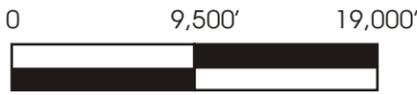
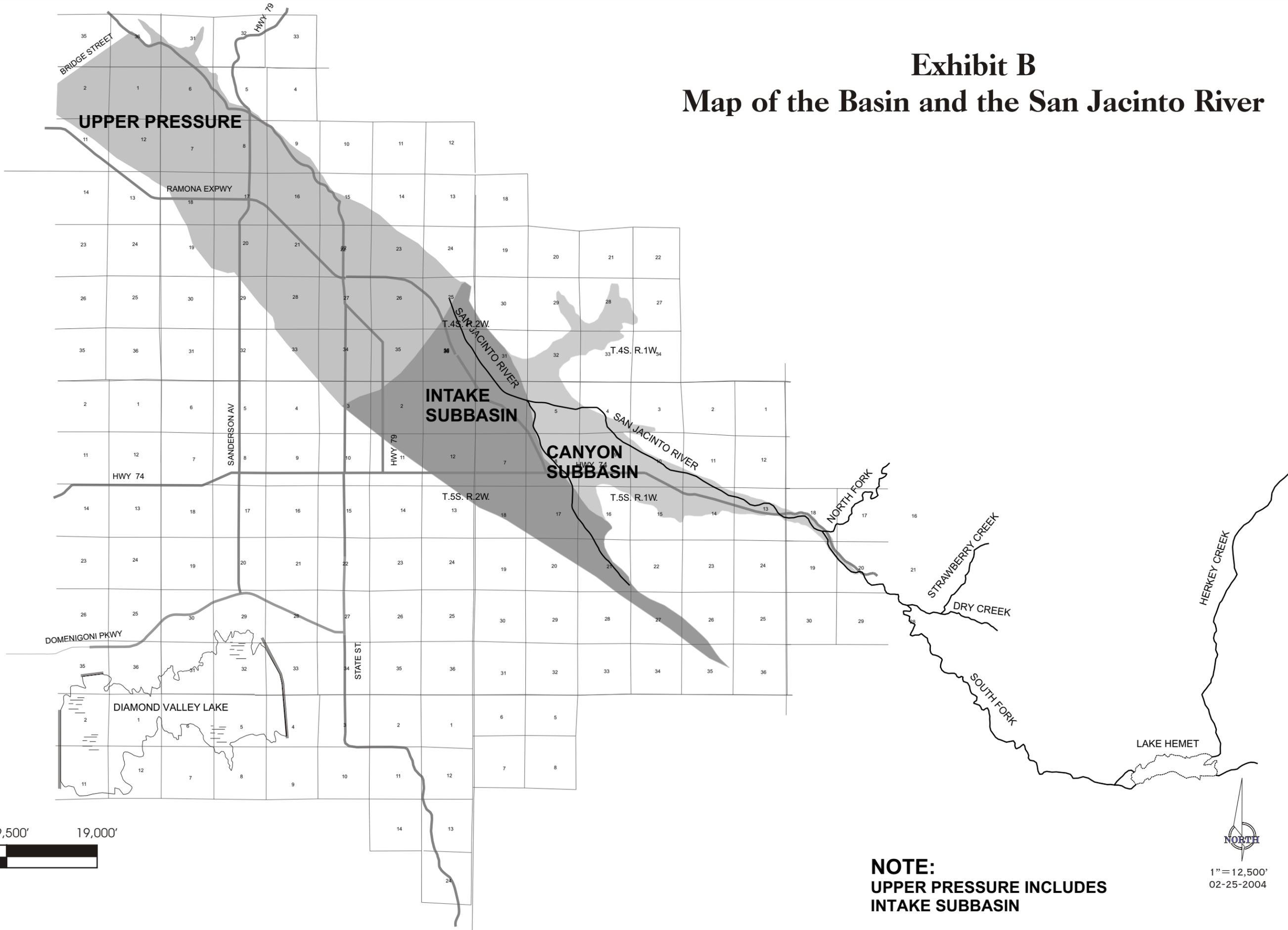
(1) this Act has been enacted;

- (2) to the extent that the Settlement Agreement conflicts with this Act, the Settlement Agreement has been revised to conform with the Act;
- (3) the Settlement Agreement, revised as necessary, and the waivers and releases described in Article 5 of the Settlement Agreement and section 8 of this Act have been executed by the parties and the Secretary;
- (4) warranty deeds for the property to be conveyed to the Tribe described in section 4.6 of the Settlement Agreement have been placed in escrow;
- (5) the Tribe and the Secretary have approved the Water Management Plan;
- (6) the judgment and decree attached to the Settlement Agreement as Exhibit H has been approved by the United States District Court, Eastern Division of the Central District of California, and that judgment and decree have become final and nonappealable; and
- (7) the payment of the funds authorized by section 5 of this Act have been appropriated and deposited into the Restoration Fund and the Development Fund.

(b) DEADLINE FOR EFFECTIVE DATE.— If the conditions precedent required under paragraph (a) of this section have not been fulfilled by December 31, 2007, the Settlement Agreement and this Act shall not thereafter be effective and shall be null and void. Any funds and the interest accrued thereon appropriated pursuant to section 5 shall revert to the general fund of the United States Treasury on October 1, 2008.

Exhibit B

Map of the Basin and the San Jacinto River



NOTE:
UPPER PRESSURE INCLUDES
INTAKE SUBBASIN

1" = 12,500'
02-25-2004

Exhibit C – Description of the Basin

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Legal Description for Canyon Sub-basin

Beginning at a point lying North 03-03-37 East, a distance of 8693.42 feet from the north one quarter corner of Section 7, Township 5 South, Range 1 East, S.B.B. & M.:

- Thence South 33-29-10 East, a distance of 1188.9727
- Thence South 20-26-50 East, a distance of 500.9370
- Thence South 27-28-23 East, a distance of 428.6517
- Thence South 31-35-33 East, a distance of 630.8741
- Thence South 21-07-46 East, a distance of 910.5965
- Thence South 18-48-47 East, a distance of 1015.1730
- Thence South 24-22-09 East, a distance of 638.3066
- Thence South 14-50-24 East, a distance of 1778.9616
- Thence South 09-47-36 East, a distance of 1132.4407
- Thence South 10-53-51 East, a distance of 909.1444
- Thence South 21-23-19 East, a distance of 960.3948
- Thence South 16-05-57 East, a distance of 627.4825
- Thence South 17-13-52 East, a distance of 1029.1928
- Thence South 26-09-14 East, a distance of 249.2721
- Thence South 46-45-44 East, a distance of 1246.0249
- Thence South 45-42-20 East, a distance of 804.0414
- Thence South 53-45-51 East, a distance of 494.8303
- Thence South 41-51-15 East, a distance of 662.8068
- Thence South 37-57-12 East, a distance of 682.2970
- Thence South 44-35-54 East, a distance of 598.8896
- Thence South 31-20-45 East, a distance of 1101.0137
- Thence South 37-47-48 East, a distance of 1333.2990
- Thence South 55-04-55 East, a distance of 865.4271
- Thence South 61-29-59 East, a distance of 379.0620
- Thence South 66-22-49 East, a distance of 339.4363
- Thence South 42-07-01 East, a distance of 362.8961
- Thence South 59-20-26 East, a distance of 310.8241
- Thence North 44-35-20 West, a distance of 271.0057
- Thence North 27-14-21 West, a distance of 679.4763
- Thence North 09-26-25 West, a distance of 669.1250
- Thence North 15-50-43 West, a distance of 716.4738
- Thence North 22-47-41 West, a distance of 436.5304
- Thence North 20-37-42 West, a distance of 399.1550
- Thence North 05-56-49 West, a distance of 259.3960
- Thence North 12-05-28 West, a distance of 264.3646
- Thence North 14-27-19 East, a distance of 118.1782
- Thence North 50-21-25 East, a distance of 158.1102
- Thence North 65-13-15 East, a distance of 328.2188
- Thence North 82-49-41 East, a distance of 264.3181
- Thence South 84-49-29 East, a distance of 420.5895
- Thence South 77-19-12 East, a distance of 411.1524
- Thence South 62-03-23 East, a distance of 453.0744
- Thence South 53-30-14 East, a distance of 237.5929
- Thence South 57-59-51 East, a distance of 266.6488
- Thence South 66-45-48 East, a distance of 360.0835
- Thence South 74-02-50 East, a distance of 326.3171
- Thence South 70-08-39 East, a distance of 314.8424
- Thence South 63-01-30 East, a distance of 234.3736
- Thence South 35-38-22 East, a distance of 237.4798

Exhibit C – Description of the Basin

57	Thence South 42-04-07 East, a distance of 284.3200
58	Thence South 48-59-46 East, a distance of 322.1632
59	Thence South 55-05-28 East, a distance of 338.9985
60	Thence South 76-41-52 East, a distance of 627.2030
61	Thence South 80-50-12 East, a distance of 689.1699
62	Thence South 68-34-43 East, a distance of 243.1736
63	Thence South 51-17-14 East, a distance of 422.9187
64	Thence South 23-13-07 East, a distance of 305.0162
65	Thence South 17-07-37 East, a distance of 348.0598
66	Thence South 20-36-34 East, a distance of 243.2560
67	Thence South 77-20-44 East, a distance of 411.1112
68	Thence North 88-22-32 East, a distance of 489.4467
69	Thence South 89-35-23 East, a distance of 209.5054
70	Thence South 77-48-51 East, a distance of 428.1470
71	Thence South 46-33-41 East, a distance of 358.4156
72	Thence South 54-02-09 East, a distance of 300.5375
73	Thence North 76-21-42 East, a distance of 288.1242
74	Thence North 17-30-54 East, a distance of 237.5765
75	Thence North 16-48-48 East, a distance of 309.4149
76	Thence North 34-06-01 East, a distance of 125.9718
77	Thence North 84-56-56 East, a distance of 368.4308
78	Thence South 89-35-24 East, a distance of 227.1308
79	Thence South 79-15-43 East, a distance of 390.4622
80	Thence South 89-35-24 East, a distance of 751.1442
81	Thence North 68-02-21 East, a distance of 321.0451
82	Thence North 76-24-34 East, a distance of 144.1615
83	Thence North 82-57-46 East, a distance of 405.0514
84	Thence North 77-54-02 East, a distance of 322.0287
85	Thence South 66-25-23 East, a distance of 265.9506
86	Thence South 68-58-41 East, a distance of 149.3127
87	Thence North 54-52-10 East, a distance of 300.6385
88	Thence North 29-27-12 East, a distance of 179.7287
89	Thence North 56-43-55 East, a distance of 251.9098
90	Thence South 81-28-20 East, a distance of 370.4709
91	Thence South 78-57-07 East, a distance of 284.3959
92	Thence South 67-47-29 East, a distance of 470.2621
93	Thence South 83-24-48 East, a distance of 650.0405
94	Thence South 87-51-03 East, a distance of 576.6556
95	Thence North 81-40-49 East, a distance of 229.7933
96	Thence South 89-34-59 East, a distance of 524.0139
97	Thence South 80-08-29 East, a distance of 424.8993
98	Thence South 68-58-59 East, a distance of 149.1738
99	Thence South 85-18-12 East, a distance of 700.7279
100	Thence North 69-21-28 East, a distance of 243.2410
101	Thence North 83-18-13 East, a distance of 140.9616
102	Thence North 87-02-55 East, a distance of 297.3945
103	Thence South 84-24-08 East, a distance of 385.7145
104	Thence South 73-38-13 East, a distance of 381.5806
105	Thence South 60-46-31 East, a distance of 398.7573
106	Thence South 44-33-51 East, a distance of 197.5537
107	Thence South 44-36-26 East, a distance of 148.2746
108	Thence South 80-51-20 East, a distance of 229.6689
109	Thence South 77-41-23 East, a distance of 339.1733
110	Thence South 80-08-20 East, a distance of 106.1940
111	Thence South 74-17-21 East, a distance of 199.1918
112	Thence South 63-03-57 East, a distance of 156.1926

Exhibit C – Description of the Basin

113	Thence South 89-35-24 East, a distance of 139.7536
114	Thence North 69-52-16 East, a distance of 149.1074
115	Thence South 74-22-05 East, a distance of 199.2446
116	Thence South 54-02-09 East, a distance of 150.2688
117	Thence South 57-32-02 East, a distance of 164.7486
118	Thence South 80-08-39 East, a distance of 212.5112
119	Thence South 81-28-20 East, a distance of 246.9807
120	Thence South 57-34-32 East, a distance of 164.8208
121	Thence South 59-51-45 East, a distance of 281.7053
122	Thence South 49-18-45 East, a distance of 297.3849
123	Thence South 53-35-18 East, a distance of 237.6448
124	Thence South 41-33-00 East, a distance of 235.0086
125	Thence South 49-00-08 East, a distance of 483.1160
126	Thence South 55-49-43 East, a distance of 125.8518
127	Thence South 44-35-25 East, a distance of 123.5701
128	Thence South 44-36-30 East, a distance of 271.6237
129	Thence South 44-36-10 East, a distance of 197.5973
130	Thence South 31-11-39 East, a distance of 266.6825
131	Thence South 29-50-24 East, a distance of 242.6743
132	Thence South 26-09-18 East, a distance of 273.3663
133	Thence South 28-55-20 East, a distance of 320.7559
134	Thence South 44-37-15 East, a distance of 247.0063
135	Thence South 39-21-54 East, a distance of 136.3797
136	Thence South 39-30-43 East, a distance of 1115.9357
137	Thence South 56-57-13 East, a distance of 518.5041
138	Thence South 32-18-58 East, a distance of 290.6424
139	Thence South 54-36-52 East, a distance of 213.2716
140	Thence South 47-36-34 East, a distance of 234.9146
141	Thence South 44-35-24 East, a distance of 172.8920
142	Thence South 35-05-29 East, a distance of 150.2478
143	Thence South 59-20-24 East, a distance of 242.6739
144	Thence South 59-19-30 East, a distance of 242.5664
145	Thence South 89-35-24 East, a distance of 139.7536
146	Thence South 89-35-24 East, a distance of 139.7536
147	Thence South 89-35-23 East, a distance of 52.3763
148	Thence North 67-16-06 East, a distance of 132.9522
149	Thence North 00-24-32 East, a distance of 52.5643
150	Thence North 33-16-47 West, a distance of 62.8730
151	Thence North 58-37-01 West, a distance of 203.6710
152	Thence North 47-58-30 West, a distance of 210.3380
153	Thence North 50-17-39 West, a distance of 248.1038
154	Thence North 41-34-22 West, a distance of 235.0915
155	Thence North 35-34-47 West, a distance of 237.6102
156	Thence North 52-44-11 West, a distance of 261.9812
157	Thence North 49-21-11 West, a distance of 297.5341
158	Thence North 49-21-20 West, a distance of 297.3572
159	Thence North 44-34-50 West, a distance of 271.7576
160	Thence North 38-15-35 West, a distance of 335.4983
161	Thence North 27-27-57 West, a distance of 336.0671
162	Thence North 50-30-00 West, a distance of 360.1165
163	Thence North 21-23-39 West, a distance of 470.1461
164	Thence North 10-11-56 West, a distance of 284.4954
165	Thence North 07-44-11 West, a distance of 246.9982
166	Thence North 19-33-17 West, a distance of 204.2826
167	Thence North 41-52-09 West, a distance of 259.7636
168	Thence North 63-00-09 West, a distance of 429.5609

Exhibit C – Description of the Basin

169	Thence North 43-07-25 West, a distance of 481.8419
170	Thence North 42-44-17 West, a distance of 382.9316
171	Thence North 28-24-46 West, a distance of 398.7864
172	Thence North 28-23-07 West, a distance of 398.6130
173	Thence North 38-46-12 West, a distance of 608.4346
174	Thence North 72-21-04 West, a distance of 530.2057
175	Thence North 77-53-41 West, a distance of 517.3797
176	Thence North 84-31-51 West, a distance of 596.0885
177	Thence North 68-33-48 West, a distance of 486.5318
178	Thence North 67-12-28 West, a distance of 642.2768
179	Thence North 76-42-02 West, a distance of 627.0671
180	Thence North 60-32-28 West, a distance of 899.1237
181	Thence North 75-54-13 West, a distance of 665.1543
182	Thence North 66-23-19 West, a distance of 665.0515
183	Thence North 80-51-29 West, a distance of 459.4613
184	Thence North 74-27-13 West, a distance of 669.4943
185	Thence North 63-02-06 West, a distance of 312.4704
186	Thence North 73-53-13 West, a distance of 580.5569
187	Thence North 76-51-43 West, a distance of 555.1563
188	Thence North 72-03-23 West, a distance of 347.9228
189	Thence North 71-08-13 West, a distance of 497.2030
190	Thence North 69-01-58 West, a distance of 746.1565
191	Thence North 46-26-06 West, a distance of 382.9739
192	Thence North 55-28-34 West, a distance of 654.0611
193	Thence North 65-37-13 West, a distance of 516.0126
194	Thence North 73-38-41 West, a distance of 508.7107
195	Thence North 70-36-46 West, a distance of 591.0123
196	Thence North 69-01-55 West, a distance of 447.6429
197	Thence North 64-48-32 West, a distance of 1750.7575
198	Thence North 68-24-13 West, a distance of 917.8053
199	Thence North 68-02-33 West, a distance of 1427.2827
200	Thence North 64-07-22 West, a distance of 1625.0677
201	Thence North 43-46-42 West, a distance of 876.7911
202	Thence North 47-49-40 West, a distance of 655.7561
203	Thence North 61-41-57 West, a distance of 335.8997
204	Thence North 51-42-49 West, a distance of 199.2231
205	Thence North 48-40-34 West, a distance of 346.7099
206	Thence North 47-34-33 West, a distance of 235.0408
207	Thence North 36-26-36 West, a distance of 174.6548
208	Thence North 09-53-20 East, a distance of 106.2668
209	Thence South 78-41-19 East, a distance of 462.3561
210	Thence South 74-50-24 East, a distance of 343.1933
211	Thence South 79-53-51 East, a distance of 726.5141
212	Thence South 82-28-31 East, a distance of 422.3874
213	Thence North 74-29-44 East, a distance of 254.3821
214	Thence North 67-11-37 East, a distance of 399.0744
215	Thence North 60-41-37 East, a distance of 281.6756
216	Thence North 79-05-27 East, a distance of 445.1700
217	Thence North 00-26-51 East, a distance of 192.0059
218	Thence North 31-36-58 West, a distance of 164.7668
219	Thence North 80-07-13 West, a distance of 637.4534
220	Thence North 79-17-00 West, a distance of 585.8427
221	Thence North 83-52-06 West, a distance of 702.1421
222	Thence North 81-40-22 West, a distance of 634.8176
223	Thence North 71-46-52 West, a distance of 513.7552
224	Thence North 78-48-11 West, a distance of 746.7136

Exhibit C – Description of the Basin

225	Thence North 70-26-56 West, a distance of 905.9868
226	Thence North 65-52-49 West, a distance of 2823.3710
227	Thence North 52-03-27 West, a distance of 1519.7285
228	Thence North 36-15-37 West, a distance of 1023.5333
229	Thence North 28-50-12 West, a distance of 1501.3573
230	Thence North 03-16-40 East, a distance of 699.5825
231	Thence North 40-00-38 East, a distance of 657.5376
232	Thence North 55-55-24 East, a distance of 339.1029
233	Thence North 56-42-53 East, a distance of 377.8643
234	Thence North 26-59-25 East, a distance of 312.6105
235	Thence North 71-58-47 East, a distance of 497.0045
236	Thence North 80-06-42 East, a distance of 585.9547
237	Thence South 87-23-25 East, a distance of 454.3462
238	Thence North 42-41-35 East, a distance of 519.3043
239	Thence North 65-30-29 East, a distance of 539.2736
240	Thence North 85-13-27 East, a distance of 192.9198
241	Thence South 77-48-22 East, a distance of 428.1601
242	Thence South 79-18-05 East, a distance of 195.2692
243	Thence North 69-51-14 East, a distance of 298.5136
244	Thence North 28-19-28 East, a distance of 335.9044
245	Thence North 31-22-11 East, a distance of 305.6825
246	Thence North 56-01-15 East, a distance of 402.0238
247	Thence North 82-39-26 East, a distance of 387.8052
248	Thence North 78-08-24 East, a distance of 411.1519
249	Thence North 60-22-03 East, a distance of 383.3919
250	Thence North 59-26-14 East, a distance of 203.6705
251	Thence North 05-12-58 East, a distance of 210.3711
252	Thence North 54-35-53 West, a distance of 426.4772
253	Thence North 11-40-50 West, a distance of 250.0533
254	Thence North 49-48-05 East, a distance of 161.0345
255	Thence North 48-23-44 East, a distance of 235.0392
256	Thence North 00-24-37 East, a distance of 174.5675
257	Thence North 23-13-24 West, a distance of 304.9592
258	Thence North 70-45-15 East, a distance of 259.7676
259	Thence South 78-49-18 East, a distance of 373.3326
260	Thence South 72-19-46 East, a distance of 530.4007
261	Thence North 68-01-44 East, a distance of 321.0687
262	Thence North 61-21-05 East, a distance of 179.8988
263	Thence North 15-39-15 East, a distance of 199.2007
264	Thence North 00-24-37 East, a distance of 174.5675
265	Thence North 09-52-20 West, a distance of 195.3932
266	Thence North 38-41-05 West, a distance of 359.9806
267	Thence North 38-15-35 West, a distance of 335.4983
268	Thence North 24-47-03 West, a distance of 328.3020
269	Thence North 18-01-30 West, a distance of 220.9698
270	Thence North 00-27-21 East, a distance of 157.1300
271	Thence North 24-36-33 West, a distance of 289.0680
272	Thence North 26-08-49 West, a distance of 195.4380
273	Thence North 37-10-21 West, a distance of 286.5286
274	Thence North 71-10-31 West, a distance of 276.0141
275	Thence North 89-35-24 West, a distance of 366.7594
276	Thence North 47-18-37 West, a distance of 259.8516
277	Thence North 02-26-15 West, a distance of 349.7545
278	Thence North 02-27-48 West, a distance of 125.0526
279	Thence North 02-27-50 West, a distance of 78.5106
280	Thence North 02-27-01 West, a distance of 146.1957

Exhibit C – Description of the Basin

281	Thence North 05-17-26 West, a distance of 351.1208
282	Thence North 29-50-24 West, a distance of 242.6743
283	Thence North 87-54-29 West, a distance of 594.1460
284	Thence South 25-25-45 West, a distance of 289.0690
285	Thence South 07-33-35 West, a distance of 54.1577
286	Thence South 07-31-36 West, a distance of 368.3617
287	Thence South 15-40-43 West, a distance of 398.2550
288	Thence South 21-34-12 West, a distance of 580.7325
289	Thence South 17-07-05 West, a distance of 546.9813
290	Thence South 18-03-11 West, a distance of 403.3575
291	Thence South 25-37-23 West, a distance of 328.0751
292	Thence South 34-42-09 West, a distance of 465.0331
293	Thence South 25-01-48 West, a distance of 461.1868
294	Thence South 54-23-57 West, a distance of 475.1916
295	Thence South 69-37-52 West, a distance of 541.7496
296	Thence North 73-56-54 West, a distance of 453.4280
297	Thence North 48-34-43 West, a distance of 532.4290
298	Thence North 28-23-07 West, a distance of 398.6121
299	Thence North 54-35-53 West, a distance of 426.4777
300	Thence North 16-41-42 West, a distance of 237.5764
301	Thence North 12-06-59 West, a distance of 322.1772
302	Thence North 33-16-47 West, a distance of 251.7194
303	Thence North 60-46-31 West, a distance of 398.7569
304	Thence North 40-31-06 West, a distance of 346.7031
305	Thence North 29-18-46 West, a distance of 281.6207
306	Thence North 31-34-49 West, a distance of 329.6291
307	Thence North 65-37-55 West, a distance of 344.1602
308	Thence North 33-16-48 West, a distance of 314.8173
309	Thence North 40-10-53 West, a distance of 160.9938
310	Thence South 48-09-08 West, a distance of 259.5913
311	Thence South 05-10-56 West, a distance of 210.3598
312	Thence South 01-52-06 East, a distance of 437.1073
313	Thence South 17-14-28 East, a distance of 403.1796
314	Thence South 16-17-52 East, a distance of 546.9801
315	Thence South 17-24-29 East, a distance of 513.9131
316	Thence South 44-35-54 East, a distance of 296.2405
317	Thence South 40-10-11 East, a distance of 322.2593
318	Thence South 35-07-29 East, a distance of 300.4644
319	Thence South 31-25-13 East, a distance of 596.0948
320	Thence South 27-28-50 East, a distance of 335.9003
321	Thence South 04-21-44 East, a distance of 210.3594
322	Thence South 42-01-35 West, a distance of 210.4263
323	Thence South 45-23-50 West, a distance of 197.5089
324	Thence South 52-08-16 West, a distance of 422.9006
325	Thence South 45-24-36 West, a distance of 469.3541
326	Thence South 70-25-56 West, a distance of 408.8638
327	Thence South 66-59-15 West, a distance of 571.0711
328	Thence South 33-18-10 West, a distance of 353.7851
329	Thence South 37-17-32 West, a distance of 349.2845
330	Thence South 49-29-46 West, a distance of 346.7099
331	Thence South 65-13-51 West, a distance of 328.1924
332	Thence South 55-43-12 West, a distance of 276.0820
333	Thence South 59-26-46 West, a distance of 407.4482
334	Thence South 55-41-57 West, a distance of 385.3996
335	Thence South 74-49-34 West, a distance of 746.6568
336	Thence South 88-29-17 West, a distance of 502.1748

Exhibit C – Description of the Basin

337 Thence North 70-28-56 West, a distance of 460.1936
338 Thence North 69-36-20 West, a distance of 783.2207
339 Thence North 43-33-28 West, a distance of 939.4676
340 Thence South 90-00-00 East, a distance of 0.0000
341 to the point of beginning.
342
343
344 Perimeter: 140686.1563
345
346 Area: 191218952.8402 4389.7831 acres

Exhibit C – Description of the Basin
(Continued)

Legal Description for Intake Sub-basin

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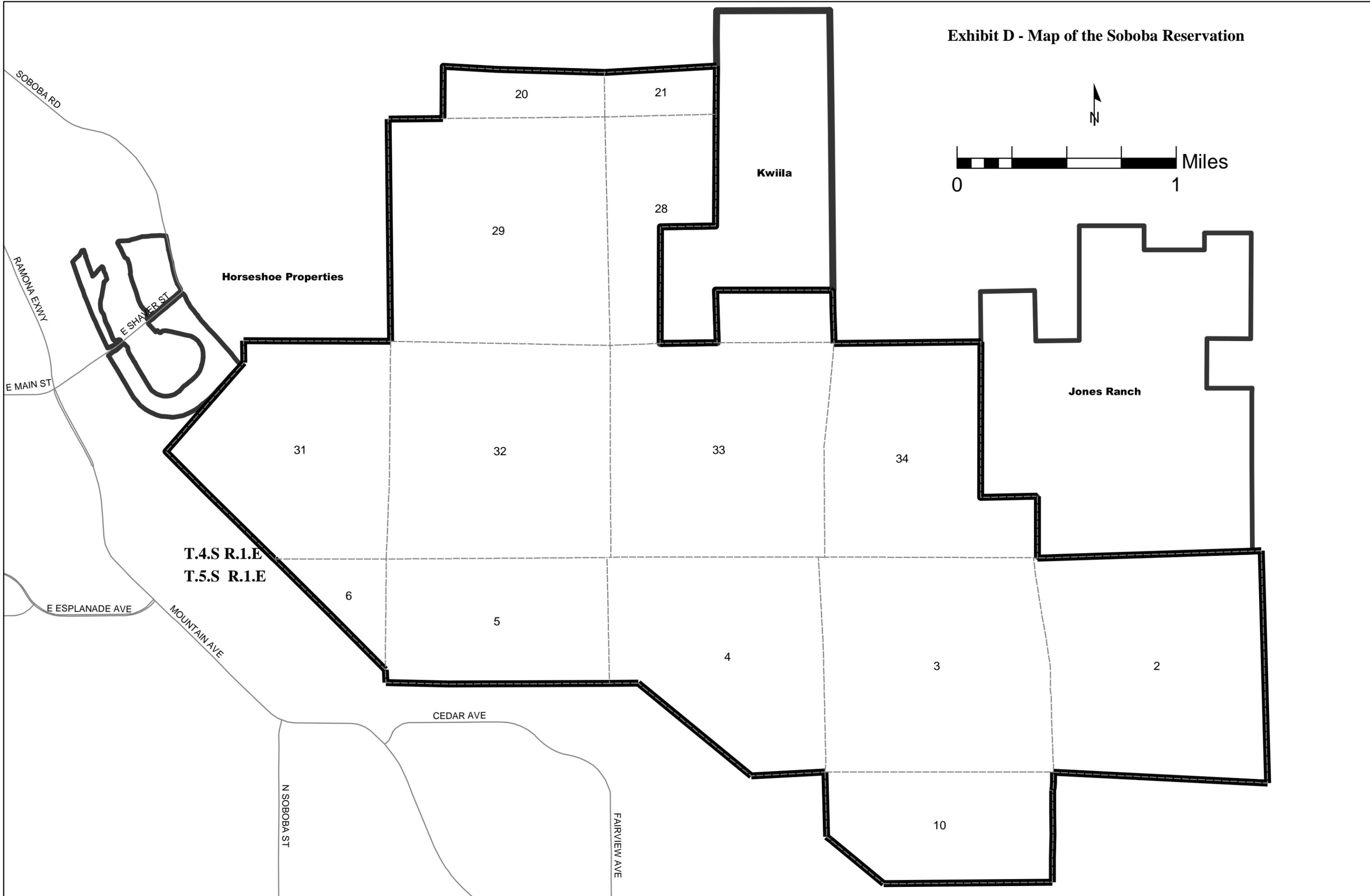
Beginning at a point lying North 03-03-37 East, a distance of 8693.42 feet from the north one quarter corner of Section 7, Township 5 South, Range 1 East, S.B.B. & M.:

- Thence North 43-33-19 West, a distance of 1036.0201
- Thence North 40-54-46 West, a distance of 2583.7541
- Thence North 31-11-35 West, a distance of 1531.8376
- Thence North 29-04-17 West, a distance of 883.9252
- Thence North 09-00-43 East, a distance of 1454.7700
- Thence North 54-11-24 West, a distance of 779.7834
- Thence North 87-31-53 West, a distance of 469.5258
- Thence South 14-02-10 West, a distance of 1192.3299
- Thence South 19-44-49 West, a distance of 1658.1895
- Thence South 20-33-22 West, a distance of 1709.5454
- Thence South 30-34-45 West, a distance of 1022.5993
- Thence South 37-11-05 West, a distance of 1456.6566
- Thence South 37-20-58 West, a distance of 1912.8988
- Thence South 36-19-37 West, a distance of 1688.8119
- Thence South 47-17-26 West, a distance of 1415.9609
- Thence South 51-20-25 West, a distance of 1024.9459
- Thence South 62-35-33 West, a distance of 1217.0825
- Thence South 67-50-01 West, a distance of 1166.6981
- Thence South 53-21-57 West, a distance of 2545.3471
- Thence South 51-32-23 East, a distance of 1521.6193
- Thence South 52-06-41 East, a distance of 3640.2127
- Thence South 54-16-42 East, a distance of 2832.0686
- Thence South 54-45-45 East, a distance of 8093.9477
- Thence South 66-45-32 East, a distance of 1985.2225
- Thence South 63-00-45 East, a distance of 1076.6119
- Thence South 57-44-44 East, a distance of 10768.6202
- Thence South 52-42-56 East, a distance of 2888.8756
- Thence South 55-53-51 East, a distance of 6249.5878
- Thence South 52-42-56 East, a distance of 2888.8756
- Thence South 53-45-11 East, a distance of 2138.0014
- Thence South 64-43-22 East, a distance of 2206.1030
- Thence North 46-42-44 West, a distance of 156.7825
- Thence North 44-35-15 West, a distance of 405.2711
- Thence North 46-18-48 West, a distance of 669.1426
- Thence North 37-52-35 West, a distance of 693.8574
- Thence North 34-17-42 West, a distance of 906.2395
- Thence North 33-57-07 West, a distance of 659.8059
- Thence North 44-35-16 West, a distance of 608.0830
- Thence North 46-47-40 West, a distance of 1054.3274
- Thence North 48-19-10 West, a distance of 1868.4824
- Thence North 56-06-31 West, a distance of 2130.4779
- Thence North 66-07-44 West, a distance of 1655.6256
- Thence North 58-12-53 West, a distance of 1376.2780
- Thence North 41-24-29 West, a distance of 730.8163
- Thence North 41-13-30 West, a distance of 345.0212
- Thence North 26-08-55 West, a distance of 384.6138
- Thence North 13-37-46 West, a distance of 354.3535
- Thence North 41-34-35 West, a distance of 385.5755
- Thence North 42-50-20 West, a distance of 669.1777

Exhibit C – Description of the Basin
(Continued)

57	Thence North 50-29-55 West, a distance of 1181.6210
58	Thence North 31-24-48 West, a distance of 978.2580
59	Thence North 26-09-14 West, a distance of 704.9949
60	Thence North 08-33-23 West, a distance of 551.1343
61	Thence North 10-42-42 East, a distance of 640.9180
62	Thence North 35-06-54 East, a distance of 453.0875
63	Thence North 45-23-44 East, a distance of 243.3389
64	Thence North 52-32-18 East, a distance of 326.7674
65	Thence North 00-25-00 East, a distance of 171.8795
66	Thence North 34-34-34 West, a distance of 349.7803
67	Thence North 44-35-13 West, a distance of 337.0774
68	Thence North 59-20-26 West, a distance of 310.8241
69	Thence North 42-07-01 West, a distance of 362.8961
70	Thence North 66-22-49 West, a distance of 339.4363
71	Thence North 61-29-59 West, a distance of 379.0620
72	Thence North 55-04-55 West, a distance of 865.4271
73	Thence North 37-47-48 West, a distance of 1333.2990
74	Thence North 31-20-45 West, a distance of 1101.0137
75	Thence North 44-35-54 West, a distance of 598.8896
76	Thence North 37-57-12 West, a distance of 682.2970
77	Thence North 41-51-15 West, a distance of 662.8068
78	Thence North 53-45-51 West, a distance of 494.8303
79	Thence North 45-42-20 West, a distance of 804.0414
80	Thence North 46-45-44 West, a distance of 1246.0249
81	Thence North 26-09-14 West, a distance of 249.2721
82	Thence North 17-13-52 West, a distance of 1029.1928
83	Thence North 16-05-57 West, a distance of 627.4825
84	Thence North 21-23-19 West, a distance of 960.3948
85	Thence North 10-53-51 West, a distance of 909.1444
86	Thence North 09-47-36 West, a distance of 1132.4407
87	Thence North 14-50-24 West, a distance of 1778.9616
88	Thence North 24-22-09 West, a distance of 638.3066
89	Thence North 18-48-47 West, a distance of 1015.1730
90	Thence North 21-07-46 West, a distance of 910.5965
91	Thence North 31-35-33 West, a distance of 630.8741
92	Thence North 27-28-23 West, a distance of 428.6517
93	Thence North 20-26-50 West, a distance of 500.9370
94	Thence North 33-29-10 West, a distance of 1188.9727
95	Thence South 90-00-00 East, a distance of 0.0000
96	to the point of beginning.
97	
98	
99	Perimeter: 115214.4657
100	
101	Area: 308717524.7511 7087.1792 acres

Exhibit D - Map of the Soboba Reservation



Horseshoe Properties

Kwiila

Jones Ranch

**T.4.S R.1.E
T.5.S R.1.E**

SOBOBA RD

RAMONA EXWY

E MAIN ST

E ESPLANADE AVE

MOUNTAIN AVE

CEDAR AVE

N SOBOBA ST

FAIRVIEW AVE

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Exhibit E – Principles for Water Management

PRINCIPLES FOR WATER MANAGEMENT

1. Water Management Plan. These Principles, approved by the appropriate authority of each party, are intended to form the basis from which the parties will develop a Water Management Plan (“Management Plan”) for the area described in Section 2. The Management Plan is being developed to ensure an adequate and reliable source of future water supply. The Management Plan is also intended to facilitate and accommodate a settlement of the claims of the Soboba Band of Luiseno Indians (“Soboba Tribe”).
2. Management Area. The area included in the Management Plan consists of the Canyon Sub-basin and the San Jacinto Upper Pressure Sub-basin, downstream to Bridge Street, and the Hemet Basins (“Management Area”). The Management Area is shown upon the attached map.
3. Pumpers within the Management Area. The primary pumpers within the Management Area are: Eastern Municipal Water District (“Eastern”), Lake Hemet Municipal Water District (“Lake Hemet”), City of San Jacinto (“San Jacinto”), and City of Hemet (“Hemet”) (individually

Exhibit E – Principles for Water Management

“Public Agency,” collectively “Public Agencies”); the Soboba Tribe (not a Management Plan participant); and approximately 62 individual agricultural and other private pumpers who pump more than 25 acre-feet per year (“Private Pumpers”).

4. Goals. The parties agree that the Management Plan shall incorporate and serve to implement the following goals:

A. Allowing for Future Urban Growth. The parties acknowledge that the Management Area will continue to experience residential, commercial, and industrial growth and development, and that existing water production and service systems will need to be expanded to meet this growth. It is estimated that at least 15,000 afy incremental water supply capacity over the existing base production rights of the Public Agencies must be dedicated to adequately serve this growth. The Management Plan should serve and provide a clear planning process so that each affected Public Agency will be able to meet these projected growth needs.

Exhibit E – Principles for Water Management

B. Water Quality Protection. Implementation of the Management Plan should protect and/or enhance Management Area water quality. However, implementation of certain elements of the Management Plan may cause limited localized water quality degradation. If such degradation impedes the then current beneficial use of any Public Agency in the Management Area, the Watermaster described in Section 22 (“Watermaster”) shall implement appropriate mitigation measures to ensure water supply to the affected Public Agency and bear the associated costs. The standards for local water quality degradation shall be defined in the Management Plan.

C. Cost-Effective Management. The Management Plan should serve to support the pursuit of cost-effective water supply and water treatment by the Public Agencies, both individually and collectively.

D. Overdraft. The groundwater levels within the Management Area have generally been declining for a number of years, and the Management Area is presently in a condition of overdraft. It is recognized that the Management Plan will, within a reasonable period, eliminate groundwater overdraft and enhance operational yield by

Exhibit E – Principles for Water Management

implementing a combination of available water resources management elements. These elements include: reduction in native groundwater production; enhanced recharge with native, imported and/or recycled water; development of supplemental supplies such as imported and recycled water; and water conservation programs.

E. Monitoring. The Watermaster shall implement a monitoring program to ensure the Management Plan activities follow best management and engineering principles to protect Management Area water resources.

5. Public Agencies Base Production Rights.

A. The base production rights of Eastern, Lake Hemet and Hemet in the first year of the Management Plan shall be based upon their average production for calendar years 1995-1999. This period was chosen to reflect these Public Agencies' recent pumping, and shall determine their base production rights.

Exhibit E – Principles for Water Management

B. The base production right of San Jacinto in the first year of the Management Plan, shall be based upon its average production for calendar years 1995-1999, plus 500 afy. The 500 afy is added because San Jacinto's recent production does not reflect its historic production because of water purchases and other factors.

C. Pursuant to Section 21 below, for the life of the Management Plan, Hemet and San Jacinto shall each add an additional 900 afy to their base production rights. The additional 900 afy shall not be subject to reduction by the Watermaster as provided in Section 5.D and shall not be subject to any Administrative or Replenishment Assessments as provided in Section 6, or other fee or charge imposed under the Management Plan.

D. It is the goal of the Management Plan to adjust base production rights over time to a level consistent with the Watermaster's calculation of the Public Agencies' share of safe yield for the Management Area. Based on current information, it appears that the total reduction in base production rights will need to be approximately 35%. The ultimate reduction will be based on periodic demand, hydrology, recharge and

Exhibit E – Principles for Water Management

availability of imported water. In order to implement this reduction in a phased manner, each Public Agency's base production rights shall be subject to adjustment as follows:

(1) A 10% reduction from the base production rights in the first year of the Management Plan; and

(2) Until base production rights are consistent with the Public Agencies' share of safe yield, Watermaster shall determine the reductions in base production rights in each subsequent year of the Management Plan, to achieve this goal within 6 years of approval of the Management Plan. Each reduction shall not be more than 10% of the base production right of the prior year.

(3) Pursuant to Section 7(A)(2)(b), upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall receive an increase in its base production rights equal to the adjusted base production right of the Class B Participant.

Exhibit E – Principles for Water Management

6. Public Agency Production Assessments. The Public Agency production will be subject to the following assessments:

A. An Administrative Assessment on each acre-foot pumped by a Public Agency up to its adjusted base production right. The parties contemplate that the Administrative Assessment will be \$50.00 per acre-foot of water pumped in the first year of the Management Plan, and that such amount will thereafter be set by the Watermaster.

B. A Replenishment Assessment on each acre-foot pumped by a Public Agency in excess of its adjusted base production right equal to the cost of providing a like quantity of supplemental water to recharge the Management Area, including recharge losses. Pumping by a Public Agency in excess of its adjusted base production right in order to meet increasing demands is expected and permissible, provided that such excess extractions shall be subject to the Replenishment Assessment. The costs of providing a like quantity of supplemental water shall include the costs of water, O&M costs of the replenishment system, capital recovery and other administrative costs. Currently, the total of these cost items is estimated to be in the range

Exhibit E – Principles for Water Management

of \$300 to \$400 per acre-feet; the actual amount will reflect the costs at the time incurred.

7. Private Pumpers Water Rights. The Public Agencies recognize the overlying water rights of the Private Pumpers, and do not intend to take or adversely impact these rights without an agreement with the owner of such rights. The Management Plan will lay out alternatives for the retention, protection, or transfer of such rights, leaving selection of the alternative to the individual overlying water rights owner. A Private Pumper can elect not to participate in the Management Plan and not to formally acknowledge its existence. Such Pumpers shall be referred to herein as “Non-Participants”; such Pumpers shall continue to exercise whatever water rights they may hold under California law unaffected by the Management Plan. There is no intent to affect water use that is consistent with the historical use of the Private Pumpers. However, other pumpers under the Management Plan do not waive their rights to challenge new or expanded water rights. Non-Participants will not have the option of joining the program at a later date. The alternatives available to participants are as follows:

Exhibit E – Principles for Water Management

A. (1) Class A Participation. A Private Pumper can elect to sign a written agreement acknowledging the existence of the Management Plan. Such Pumper shall be a Class A Participant and shall be entitled to vote for and/or be elected to serve as the Private Pumper representative on the Management Plan's governing board or body described in Paragraph 22 below, but shall not otherwise be required to participate in the Management Plan implementation. A Class A Participant may, without any financial assessment by the Watermaster, pump from his/her/its property within the Management Area the amount of water that can be put to reasonable and beneficial use on the Pumper's land as may be authorized under California law. Class A Participants shall have the right to convert to Class B Participation during a grace period that shall end three (3) years after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, upon payment of the total assessments the Pumper would have paid had the Pumper elected to be a member of Class B from the outset, plus interest.

(2) Class B Participation. A Private Pumper can become a Class B Participant by electing to limit annual pumping to the Pumper's average annual production during the calendar years 1995 through

Exhibit E – Principles for Water Management

1999 and to pay replenishment assessments on amounts in excess of that average annual production. A Class B Participant shall enjoy the following benefits of Plan Participation:

- a. Vote for and/or be elected to serve as the Private Pumper's representative on the Management Plan's Governing Board;
- b. Upon conversion of Pumper's land from agricultural use to a use that requires water service from a participating Public Agency, Public Agency shall credit to the extent legally permissible, Pumper or Pumper's successor-in-interest's adjusted production right, using the formula in Section 5 towards satisfaction of any requirement then in effect for water supply assessment requirements. Furthermore, Pumper or Pumper's successor-in-interest shall be given a credit for Pumper's adjusted production right using the formula in Section 5 towards any fees associated with water supply that the Public Agency may then have in effect. The Public Agency serving the converted land shall receive a credit to its production right as set forth in Section 5.

Exhibit E – Principles for Water Management

c. To the extent the Pumper's land is not covered under Section 7(A)(2)(b), Pumper will be eligible to enter into a contract with the Management Plan, or a participating Public Agency, to sell for a defined period of time some portion of Pumper's adjusted production right, under terms and conditions mutually agreed upon by the Pumper and the Management Plan. Criteria used in consideration of such contract shall include:

(i) Management Plan's need to acquire additional water supplies to address Basin overdraft and recovery;

(ii) Submission of a water conservation plan, including use of in lieu water, by Pumper that will reasonably guarantee conservation of water that would otherwise be produced from the Basin;

(iii) Public policy considerations of local government jurisdictions, including economic and land use impacts of proposed water conservation plan.

Exhibit E – Principles for Water Management

B. In-Lieu Water Use. In the event a Private Pumper (or successor) receives recycled and/or imported water from a Public Agency to serve an overlying use in place of groundwater, or otherwise engages in an in-lieu program, the overlying water right of the Private Pumper (or successor) shall not be diminished by the receipt and use of such recycled and/or imported water or by engaging in an in-lieu program.

C. Well Monitoring. To become a Class A or B Participant, a Private Pumper shall authorize the metering of the Pumper's well(s) and the collection of groundwater level and quality data, and the reading thereof by Management Plan personnel. The metering and reading shall be at no cost to the Pumper, and the Pumper shall receive copies of the reports and information obtained upon request.

D. Future Production Participation. Any new Pumper after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, can only participate as a Class A Participant as described in Section 7A(1).

Exhibit E – Principles for Water Management

E. Replacement Wells. The redrilling of existing wells and the drilling of new wells to replace existing wells will not be considered new private production.

8. Capital Facilities. Each Public Agency shall continue to own its existing capital facilities for water management. However, capital facilities may be jointly constructed and owned by the Management Plan. Joint financing of such facilities may be funded by regional capital fees, loans and grants, contributions for storage by The Metropolitan Water District of Southern California (“Metropolitan”) or other third-parties, and municipal bonds. Responsibility for the costs of any existing and future capital facility of the Management Plan should be apportioned among the Public Agencies based on relative benefit to be derived by each Public Agency. Any of the participating Public Agencies may propose projects to be included in the Management Plan to increase Management Area water supply. Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the Watermaster chooses to reject the proposal, the proposing Public Agency may implement the rejected project as long as it does not significantly impact the implementation of the Management Plan and/or interfere with the ongoing production by the Public Agencies.

Exhibit E – Principles for Water Management

9. Soboba Tribe's Water Rights. The Soboba Tribe's water rights shall be determined as part of a settlement among the Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. Major points of the proposed settlement are:

A. The Soboba Tribe shall have a senior, prior right in the Canyon and San Jacinto Upper Pressure Sub-basins of 9000 afy, but its use shall be limited to a maximum of 4100 afy during the first 50 years after the effective date of the settlement.

B. The Soboba Tribe shall have the right to purchase replenishment water for use pursuant to the Principles of Settlement at the Management Plan replenishment rate.

C. The Soboba settlement provides that, among other things, Metropolitan will use its best efforts to deliver sufficient water to yield a 15-year average of 7,500 afy to the Management Plan until 2035 at its long-term interruptible rate (currently \$233/af).

Exhibit E – Principles for Water Management

D. Subject to full funding of the settlement by the United States, the Management Plan shall pay the Soboba Tribe \$10 million.

E. The Management Plan will also pay the Soboba Tribe \$7 million. A Public Agency's payment of its share of this amount is optional, but in order to obtain the benefits of the low-cost Metropolitan water delivered pursuant to the settlement, a Public Agency shall pay its share of this amount.

F. The Management Plan will receive \$10 million for capital improvements from the United States, and all unused Soboba Tribe water based on the Public Agency's participation in the payment in Section 9(E) above.

10. Implementation of These Principles. These Interim Principles for Water Management shall be used by the parties as a basis for the preparation of the Management Plan, and a stipulated judgment in a water rights adjudication. As explained below, the Management Plan shall be administered by the Watermaster. The Watermaster will be under the continuing jurisdiction of the Court.

Exhibit E – Principles for Water Management

11. Assessment Program. The assessment program contemplated by the Management Plan shall be administered by the Watermaster subject to the governance provisions herein. All payments shall be made to the Watermaster and shall be maintained in a separate restricted fund. All assessments shall be used exclusively to acquire imported, recycled or Metropolitan water for the recharge of the Management Area, and for the facilities and operational and administrative expenses associated with the assessment and recharge programs. Subject to Management Plan approval, assessments may also be used by affected parties to acquire and deliver water for direct use by the parties, in lieu of pumping.

12. Replenishment Program. The replenishment program contemplated by the Management Plan shall also be administered by the Watermaster. The program shall include: the acquisition of supplemental water supplies (including imported, recycled and Soboba Tribe water); the expenditure of assessments; the recharge of the Management Area; and the construction and operation of all necessary facilities, including but not limited to, development of surface and sub-surface percolation and injection facilities. Priority for replenishment will be based on an equitable

Exhibit E – Principles for Water Management

apportionment of available replenishment water among the sub-basins after full consideration of: the Public Agency's participation in the payment in Section 9(E) above; the Management Area conditions; water demands; the availability of storage capacity to accommodate the recharge of natural flows; the availability of appropriate conveyance facilities; and the availability of replenishment or imported water. The Watermaster is encouraged to take advantage of surplus imported water that occasionally may be available at low cost, and to use available assessment funds to bank such recharge against future pumping in excess of adjusted production rights.

13. Rights to Groundwater. Groundwater in the Management Area may occur from: natural recharge; spreading operations of natural flows; replenishment with imported, recycled or Metropolitan water acquired with assessment funds; or in-lieu recharge programs financed with assessment funds. All such groundwater shall be available to support the pumping of the parties as allowed herein, and shall not be the property of any individual party, subject to the provisions of Section 14.

Exhibit E – Principles for Water Management

14. Storage Rights. The parties recognize that unused storage capacity exists in the Management Area, and the Management Plan contemplates that this capacity will be managed conjunctively with available imported and recycled water supplies. Subject to availability of the Management Plan fund for assessments and unused storage capacity as determined by Watermaster, the Management Area will be recharged and water stored therein when such supplies are available, and drawn upon by the Public Agencies in dry years when such supplemental water supplies may not be available. In addition, unused storage capacity as determined by Watermaster may be used for “put and take” operations of recycled or imported water that is paid for by any party to the Management Plan provided that:

A. Such operations do not interfere with the rights of any other pumper, or with the use of the storage capacity for recharge and storage under the Management Plan;

B. Water available for recharge is purchased first, as needed, for the Management Plan;

Exhibit E – Principles for Water Management

C. Later recovery of stored water shall exclude losses; and

D. Such recovered water may be used anywhere within the service area of the party.

Any conjunctive use programs for the benefit of territory outside of the Management Area shall be subject to the governance provisions herein. Any storage, conjunctive use programs by third parties or in-lieu recharge programs financed with assessment funds shall be subject to the governance provisions herein.

15. Spreading Operations. The Public Agencies shall independently or jointly operate their respective facilities to maximize the existing spreading and recharge operations of natural flow in the Management Area.

16. Recharge Water Quality. Consistent with Section 4(E) above all water used to replenish any sub-basin in the Management Area shall meet the Regional Water Quality Control Board requirements, and may be used in any sub-basin where such requirements are met.

Exhibit E – Principles for Water Management

17. Recharge Losses. The accounting for storage recharge of the Management Area shall not include any water that escapes therefrom and migrates downstream beyond the Management Area. Losses will be calculated based upon best engineering principles.

18. Recycled Water. The use of recycled water can be of substantial benefit in providing additional water in the Management Area. Each Public Agency may implement a recycled water program, including the ownership, operation and construction of all necessary facilities, and the application for and administration of any loan or grant applications. The Management Plan will support loan or grant applications, and the Public Agencies will work to integrate recycled water into the Management Plan to the extent economically feasible while meeting regulatory standards. Subject to existing recycled water contracts, the Management Plan will have a first right of refusal to purchase excess recycled water for recharge. Priority shall be given to Management Area recharge for the use of recycled water which originates therefrom.

19. Export. The Public Agencies may export water outside the Management Area, on a temporary basis, upon approval by the Watermaster.

Exhibit E – Principles for Water Management

However, any water exported shall be replenished with an appropriate amount of similar or better quality water as determined by Watermaster.

Also, water exports by the Public Agencies shall not interfere with the Management Plan or any other Public Agency's operations. The Management Plan will set forth the specific criteria for the export of water, including, but not limited to, conjunctive use programs.

20. Credits. Recharge credits documented before the Management Plan shall be calculated pursuant to the Management Plan. Future recharge credits shall be established by replenishment of water or by not exercising the full, adjusted base production right, and shall be calculated pursuant to the Management Plan.

21. Tunnel Seepage, Stream Diversions, Fruitvale To resolve Eastern's use of Tunnel seepage, Lake Hemet's stream diversions and Eastern's use of Fruitvale water, 900 afy shall be added to Hemet's adjusted base production and 900 afy shall be added to San Jacinto's adjusted base production right as discussed in Section 5 above. This is intended to provide Hemet and San Jacinto a fair share of water from these disputed issues.

Exhibit E – Principles for Water Management

22. Governance. The Management Plan will be administered by a Watermaster as follows:

A. The governing board of the Watermaster shall consist of one elected official from each of the Public Agencies and one Private Pumper representative selected by the Private Pumpers who participate in the Management Plan. Each member shall have one vote.

B. The Watermaster's duties shall include: determining safe yield; determining replenishment needs; determining annual adjusted base production rights; purchasing and selling imported and recycled water; constructing future capital facilities; establishing assessment rates; initiating necessary conservation and drought management measures; and implementing other responsibilities identified in the Management Plan documents.

Dated: _____, 2004.

EASTERN MUNICIPAL WATER
DISTRICT

By: _____

Exhibit E – Principles for Water Management

Dated: _____, 2004.

LAKE HEMET MUNICIPAL WATER
DISTRICT

By: _____

Dated: _____, 2004.

CITY OF HEMET

By: _____

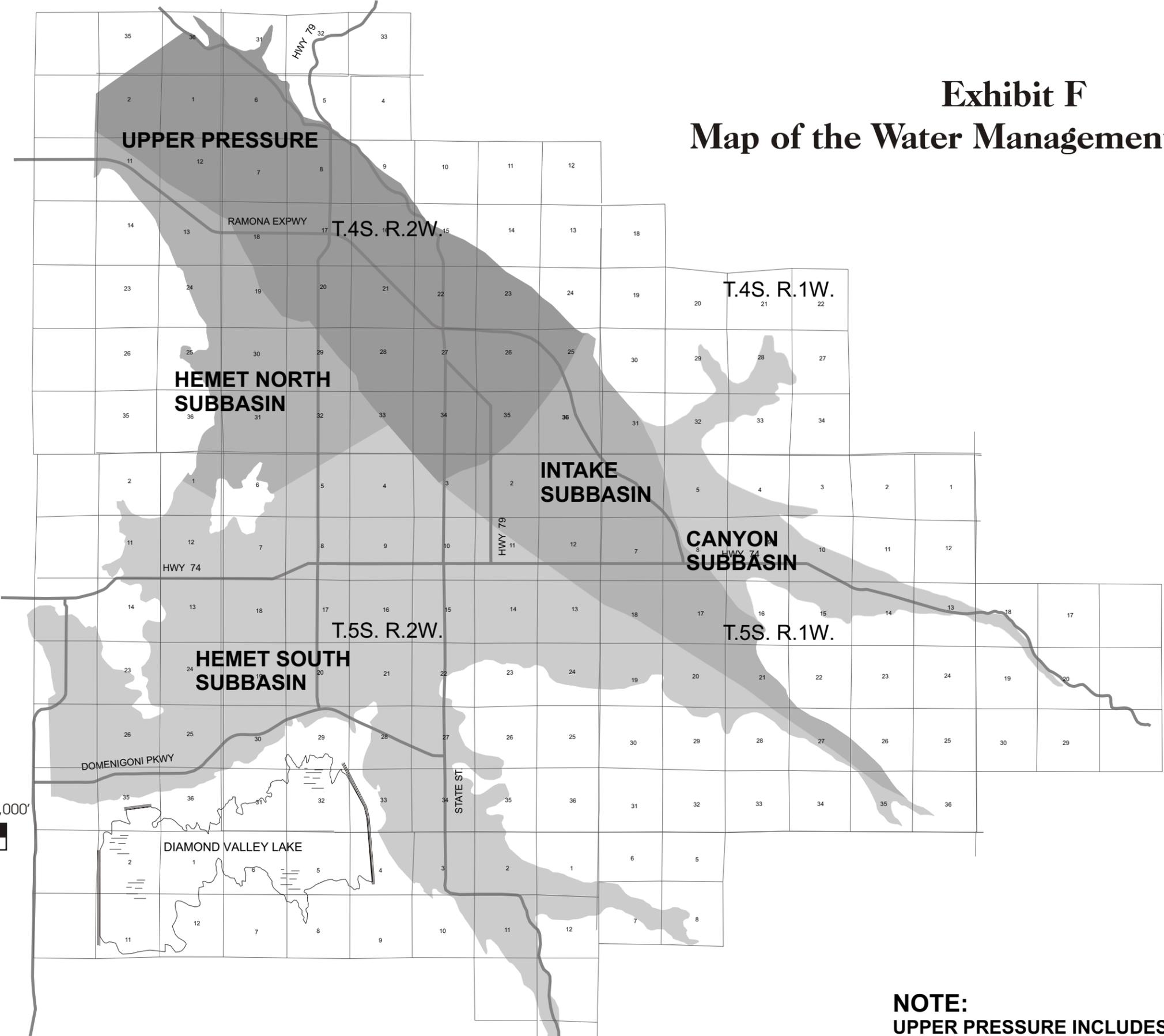
Dated: _____, 2004.

CITY OF SAN JACINTO

By: _____

Exhibit F

Map of the Water Management Plan Area



NOTE:
UPPER PRESSURE INCLUDES
INTAKE SUBBASIN

1"=9,000'
06-02-2004

Exhibit G – Description of the Water Management Plan Area

Water Management Plan Area

Beginning at the North quarter Corner of Section 2, Township
4 South, Range 2 West, S.B.B.& M.:

Thence South 55-09-46 West, a distance of 3086.02
to the True Point of Beginning;

Thence South 01-57-57 West, a distance of 3159.1491
Thence South 00-29-02 West, a distance of 429.3273
Thence South 00-14-26 West, a distance of 1908.6588
Thence South 01-46-37 West, a distance of 1567.6119
Thence North 55-21-31 East, a distance of 446.8379
Thence North 26-23-15 East, a distance of 631.4127
Thence South 87-18-21 East, a distance of 191.4616
Thence South 87-17-52 East, a distance of 446.7468
Thence South 70-03-12 East, a distance of 419.5431
Thence South 48-59-17 East, a distance of 352.6834
Thence South 49-46-27 East, a distance of 298.9505
Thence South 38-14-56 East, a distance of 408.2682
Thence South 43-41-06 East, a distance of 568.0886
Thence South 33-24-04 East, a distance of 907.5881
Thence South 39-40-04 East, a distance of 681.4619
Thence South 44-35-36 East, a distance of 523.0954
Thence South 40-05-37 East, a distance of 805.0741
Thence South 37-55-01 East, a distance of 359.8351
Thence South 35-20-31 East, a distance of 531.5890
Thence South 22-00-05 East, a distance of 405.3986
Thence South 17-22-41 East, a distance of 504.7266
Thence South 25-17-32 East, a distance of 595.1082
Thence South 32-14-23 East, a distance of 575.2528
Thence South 38-11-56 East, a distance of 414.9866
Thence South 21-26-59 East, a distance of 691.8554
Thence South 22-44-15 East, a distance of 524.2415
Thence South 20-38-45 East, a distance of 573.2541
Thence South 32-15-39 East, a distance of 191.7948
Thence South 88-14-08 East, a distance of 156.3241
Thence South 46-34-05 East, a distance of 439.2778
Thence South 12-36-58 East, a distance of 409.7686
Thence South 18-19-44 East, a distance of 426.9082
Thence South 16-24-51 East, a distance of 572.8471
Thence South 22-07-10 East, a distance of 731.9991
Thence South 22-31-31 East, a distance of 720.1255
Thence South 22-41-43 East, a distance of 1039.9629
Thence South 38-30-56 East, a distance of 426.1504
Thence South 37-08-43 East, a distance of 350.8795
Thence South 35-21-27 East, a distance of 265.6921
Thence South 00-21-06 West, a distance of 692.3260
Thence South 09-53-35 East, a distance of 427.7983
Thence South 14-00-56 East, a distance of 460.9092
Thence South 00-49-47 East, a distance of 353.9741
Thence South 39-14-44 West, a distance of 334.1122
Thence North 88-16-13 West, a distance of 312.6425
Thence North 88-15-40 West, a distance of 327.5258

Exhibit G – Description of the Water Management Plan Area

Thence South 65-20-48 West, a distance of 211.1187
Thence South 51-19-16 West, a distance of 262.9182
Thence North 81-25-48 West, a distance of 270.5204
Thence North 00-23-36 East, a distance of 254.9440
Thence North 14-20-10 West, a distance of 196.8810
Thence North 69-38-37 West, a distance of 331.8501
Thence North 88-16-15 West, a distance of 312.7674
Thence South 45-39-54 West, a distance of 220.8974
Thence South 00-40-33 West, a distance of 158.9491
Thence South 08-40-14 West, a distance of 373.9607
Thence South 18-56-44 West, a distance of 166.3231
Thence South 13-04-14 East, a distance of 219.4350
Thence South 88-17-54 East, a distance of 208.3419
Thence South 52-36-50 East, a distance of 454.9685
Thence South 57-10-41 East, a distance of 307.7555
Thence South 10-23-15 East, a distance of 271.0676
Thence South 47-38-04 East, a distance of 488.4199
Thence South 38-59-11 East, a distance of 489.7587
Thence South 43-18-04 East, a distance of 225.0918
Thence South 36-19-43 East, a distance of 1211.7791
Thence South 00-40-32 West, a distance of 159.0111
Thence South 15-40-02 East, a distance of 555.4493
Thence South 32-13-48 East, a distance of 383.6829
Thence South 34-03-33 East, a distance of 457.3251
Thence South 06-55-29 West, a distance of 478.9941
Thence South 11-48-53 West, a distance of 538.4695
Thence South 04-00-47 East, a distance of 639.4428
Thence South 57-16-59 West, a distance of 374.5463
Thence South 59-59-38 West, a distance of 302.6944
Thence South 45-44-02 West, a distance of 220.8122
Thence South 40-23-23 West, a distance of 407.4181
Thence South 27-02-10 West, a distance of 234.5719
Thence South 18-54-48 West, a distance of 499.3999
Thence South 18-54-28 West, a distance of 332.9008
Thence South 08-40-29 West, a distance of 373.7759
Thence South 11-49-45 West, a distance of 538.4344
Thence South 00-40-31 West, a distance of 318.1471
Thence South 00-39-43 West, a distance of 530.0974
Thence South 30-14-06 West, a distance of 422.2534
Thence South 31-26-41 West, a distance of 305.2671
Thence South 77-24-27 West, a distance of 214.1513
Thence North 25-17-38 West, a distance of 238.1444
Thence South 35-31-17 West, a distance of 637.9021
Thence South 39-15-19 West, a distance of 169.0961
Thence South 39-13-20 West, a distance of 165.0641
Thence South 39-14-20 West, a distance of 668.3212
Thence South 30-15-45 West, a distance of 422.1539
Thence South 06-16-29 West, a distance of 531.8110
Thence South 18-55-03 West, a distance of 166.5596
Thence South 21-01-01 West, a distance of 449.2623
Thence South 27-03-08 West, a distance of 351.8017
Thence South 31-28-15 West, a distance of 305.2794
Thence South 45-41-33 West, a distance of 515.4747
Thence South 77-23-51 West, a distance of 642.2232
Thence South 85-54-45 West, a distance of 522.5793
Thence North 82-59-20 West, a distance of 576.5611

Exhibit G – Description of the Water Management Plan Area

Thence North 64-53-25 West, a distance of 400.6090
Thence North 66-16-35 West, a distance of 566.0858
Thence North 38-59-11 West, a distance of 489.7595
Thence North 32-14-03 West, a distance of 383.4039
Thence North 20-39-20 West, a distance of 286.6781
Thence North 43-18-43 West, a distance of 225.0460
Thence South 18-53-52 West, a distance of 166.3412
Thence North 88-17-24 West, a distance of 416.8106
Thence South 04-55-55 East, a distance of 533.6007
Thence South 51-18-38 East, a distance of 264.5584
Thence South 16-03-15 East, a distance of 723.6602
Thence South 34-10-30 West, a distance of 188.4831
Thence South 37-27-05 West, a distance of 261.0635
Thence South 06-18-55 East, a distance of 428.4127
Thence South 00-40-32 West, a distance of 371.0878
Thence South 66-17-12 East, a distance of 283.1573
Thence South 54-26-34 East, a distance of 380.8999
Thence South 18-53-51 West, a distance of 499.4190
Thence South 32-15-38 East, a distance of 191.7957
Thence South 14-32-01 West, a distance of 434.8520
Thence South 17-11-06 West, a distance of 549.9921
Thence South 31-27-03 West, a distance of 305.2142
Thence South 60-02-12 West, a distance of 302.7087
Thence South 60-45-52 West, a distance of 721.1047
Thence South 83-27-27 West, a distance of 367.5184
Thence South 57-14-27 West, a distance of 374.5758
Thence South 20-39-20 East, a distance of 286.6781
Thence South 88-16-51 East, a distance of 312.5156
Thence South 25-17-24 East, a distance of 476.0654
Thence South 57-08-56 East, a distance of 307.8569
Thence North 50-10-17 East, a distance of 479.5142
Thence North 29-05-00 East, a distance of 656.5286
Thence South 34-02-30 East, a distance of 457.5323
Thence South 17-22-42 East, a distance of 168.2415
Thence South 00-40-33 West, a distance of 158.9491
Thence South 60-02-12 West, a distance of 302.7087
Thence South 00-40-31 West, a distance of 371.2758
Thence South 67-32-00 East, a distance of 448.9489
Thence South 64-52-57 East, a distance of 400.4958
Thence North 71-51-49 East, a distance of 481.6809
Thence South 89-35-03 East, a distance of 344.3841
Thence South 46-25-17 East, a distance of 279.7030
Thence South 03-10-14 East, a distance of 409.0632
Thence South 23-51-22 West, a distance of 416.9340
Thence South 03-24-06 East, a distance of 383.4255
Thence South 66-09-28 East, a distance of 498.9547
Thence North 61-17-01 East, a distance of 418.4674
Thence North 62-31-22 East, a distance of 424.9349
Thence South 60-02-46 East, a distance of 439.7373
Thence South 24-58-10 East, a distance of 414.5596
Thence South 33-07-02 East, a distance of 260.1327
Thence South 34-34-28 East, a distance of 318.9559
Thence South 18-21-02 East, a distance of 308.8960
Thence South 13-34-41 West, a distance of 413.1727
Thence South 42-19-37 West, a distance of 343.9836
Thence South 63-55-07 West, a distance of 198.5981

Exhibit G – Description of the Water Management Plan Area

Thence North 85-31-13 West, a distance of 366.4946
Thence North 76-58-32 West, a distance of 406.8413
Thence North 72-11-08 West, a distance of 279.2651
Thence South 48-26-06 West, a distance of 204.3228
Thence South 34-26-55 West, a distance of 484.3828
Thence South 07-01-37 West, a distance of 389.2991
Thence South 05-32-54 East, a distance of 480.9402
Thence South 47-03-44 East, a distance of 682.8003
Thence South 21-46-09 East, a distance of 371.7621
Thence South 02-53-33 East, a distance of 483.0534
Thence South 14-20-24 West, a distance of 531.9487
Thence South 35-28-25 West, a distance of 663.8471
Thence South 52-23-59 West, a distance of 364.7668
Thence South 08-13-01 East, a distance of 698.7991
Thence South 67-31-20 East, a distance of 449.3910
Thence South 25-24-05 East, a distance of 238.0781
Thence South 22-14-37 West, a distance of 282.6599
Thence South 22-16-19 West, a distance of 282.6499
Thence South 26-41-31 East, a distance of 328.3674
Thence South 08-00-01 East, a distance of 374.5201
Thence South 00-14-32 West, a distance of 295.8146
Thence South 22-50-30 East, a distance of 524.2347
Thence South 32-19-47 East, a distance of 135.8012
Thence South 74-41-41 East, a distance of 495.5765
Thence North 87-48-16 East, a distance of 230.0439
Thence South 62-02-24 East, a distance of 271.0081
Thence South 27-01-09 East, a distance of 158.7654
Thence South 00-25-08 West, a distance of 188.1300
Thence South 47-28-36 West, a distance of 306.8174
Thence South 67-08-04 West, a distance of 1017.9951
Thence South 88-16-15 West, a distance of 559.2547
Thence North 38-00-54 West, a distance of 199.5152
Thence North 01-24-06 West, a distance of 209.4997
Thence North 29-50-03 West, a distance of 268.0941
Thence North 58-00-46 West, a distance of 880.2816
Thence North 18-49-54 East, a distance of 131.2772
Thence North 41-46-48 East, a distance of 881.2088
Thence North 53-22-34 East, a distance of 244.5273
Thence North 12-17-03 East, a distance of 196.8192
Thence North 32-10-09 West, a distance of 185.4739
Thence North 63-33-01 West, a distance of 250.0488
Thence North 87-33-20 West, a distance of 561.2607
Thence North 66-33-29 West, a distance of 616.6454
Thence North 08-43-43 East, a distance of 216.6340
Thence North 67-39-56 East, a distance of 702.4460
Thence North 35-11-58 East, a distance of 228.9973
Thence North 05-39-39 West, a distance of 221.7695
Thence North 52-37-23 West, a distance of 454.7550
Thence North 70-59-03 West, a distance of 713.5651
Thence North 88-13-32 West, a distance of 260.3749
Thence North 81-50-24 West, a distance of 472.9131
Thence North 46-37-10 West, a distance of 638.0651
Thence North 43-16-43 West, a distance of 300.1255
Thence North 38-12-54 West, a distance of 414.8389
Thence North 17-22-30 West, a distance of 336.5442
Thence North 15-44-09 East, a distance of 601.0252

Exhibit G – Description of the Water Management Plan Area

Thence North 17-21-42 West, a distance of 673.1694
Thence North 20-38-46 West, a distance of 573.2531
Thence North 18-52-30 West, a distance of 622.8685
Thence South 60-02-48 West, a distance of 302.6778
Thence North 69-38-36 West, a distance of 331.8504
Thence South 60-02-48 West, a distance of 302.6778
Thence North 43-18-30 West, a distance of 675.1831
Thence North 32-14-42 West, a distance of 383.5238
Thence North 57-09-25 West, a distance of 615.5074
Thence South 80-11-19 West, a distance of 529.6212
Thence South 86-26-44 West, a distance of 574.6054
Thence North 35-20-05 West, a distance of 531.4653
Thence North 00-38-55 East, a distance of 265.0170
Thence North 67-31-12 West, a distance of 448.8571
Thence South 88-18-10 West, a distance of 886.2638
Thence South 60-46-39 West, a distance of 721.0129
Thence South 45-41-01 West, a distance of 589.1057
Thence South 14-55-27 East, a distance of 387.3153
Thence South 00-40-32 West, a distance of 371.0888
Thence South 13-04-27 East, a distance of 438.7482
Thence South 21-26-38 East, a distance of 692.0304
Thence South 46-37-24 East, a distance of 638.0219
Thence South 47-03-19 East, a distance of 563.1754
Thence South 14-56-23 East, a distance of 387.4074
Thence South 23-12-42 East, a distance of 643.1882
Thence South 28-23-55 East, a distance of 428.9302
Thence South 14-56-32 East, a distance of 387.3475
Thence South 08-36-11 East, a distance of 323.3886
Thence South 04-55-55 East, a distance of 533.6007
Thence South 13-03-12 East, a distance of 205.8819
Thence South 09-36-40 East, a distance of 902.1630
Thence South 33-16-14 East, a distance of 321.9605
Thence South 36-27-41 West, a distance of 173.5290
Thence South 58-28-58 West, a distance of 639.1622
Thence South 01-42-32 East, a distance of 8216.1537
Thence North 78-59-47 East, a distance of 87.1013
Thence South 88-12-52 East, a distance of 469.3529
Thence South 74-02-23 East, a distance of 432.5486
Thence South 69-39-25 East, a distance of 664.8422
Thence South 88-10-48 East, a distance of 208.6052
Thence South 69-38-45 East, a distance of 498.6348
Thence South 82-26-13 East, a distance of 525.1939
Thence North 80-15-12 East, a distance of 265.0761
Thence South 69-37-59 East, a distance of 332.4062
Thence North 80-15-12 East, a distance of 265.0761
Thence North 61-21-31 East, a distance of 418.1679
Thence North 78-16-23 East, a distance of 907.4410
Thence South 79-58-51 East, a distance of 370.0179
Thence North 82-08-20 East, a distance of 316.2216
Thence North 55-40-58 East, a distance of 239.1251
Thence North 32-41-32 East, a distance of 260.8180
Thence North 87-54-28 East, a distance of 267.0530
Thence South 74-39-09 East, a distance of 360.3507
Thence South 81-59-59 East, a distance of 351.1678
Thence South 85-51-12 East, a distance of 535.0256
Thence North 74-27-22 East, a distance of 253.5225

Exhibit G – Description of the Water Management Plan Area

Thence North 68-04-45 East, a distance of 405.9771
Thence North 72-57-30 East, a distance of 164.2103
Thence North 68-40-29 East, a distance of 674.5618
Thence South 88-12-52 East, a distance of 469.3529
Thence North 84-02-19 East, a distance of 787.1317
Thence North 57-20-59 East, a distance of 187.2075
Thence North 72-57-06 East, a distance of 328.3010
Thence North 89-27-22 East, a distance of 1303.8087
Thence North 69-30-36 East, a distance of 279.4284
Thence North 55-24-17 East, a distance of 446.5897
Thence North 77-27-37 East, a distance of 428.3428
Thence North 57-20-59 East, a distance of 187.2075
Thence North 68-40-15 East, a distance of 674.4450
Thence North 54-02-04 East, a distance of 259.7702
Thence North 61-32-05 West, a distance of 236.0350
Thence North 11-48-13 East, a distance of 268.8725
Thence North 74-44-23 East, a distance of 542.1152
Thence North 79-01-23 East, a distance of 478.8868
Thence North 72-58-07 East, a distance of 328.4024
Thence North 39-15-47 East, a distance of 333.7907
Thence North 18-52-51 East, a distance of 332.5833
Thence North 77-29-05 East, a distance of 428.3020
Thence South 64-07-57 East, a distance of 518.8621
Thence South 88-12-19 East, a distance of 365.1791
Thence North 57-18-33 East, a distance of 748.5774
Thence North 30-13-53 East, a distance of 421.8035
Thence North 50-13-44 East, a distance of 479.1141
Thence North 27-01-48 East, a distance of 351.2419
Thence North 69-48-55 East, a distance of 347.5974
Thence North 73-52-54 East, a distance of 276.2335
Thence North 64-10-01 East, a distance of 564.5414
Thence North 48-25-39 East, a distance of 770.2680
Thence North 02-42-04 West, a distance of 363.4037
Thence North 07-15-13 East, a distance of 494.0156
Thence South 82-00-37 East, a distance of 544.5357
Thence North 23-34-36 East, a distance of 248.7655
Thence North 08-21-28 West, a distance of 257.9899
Thence North 12-57-56 West, a distance of 211.7095
Thence North 39-05-14 East, a distance of 188.3414
Thence South 59-36-44 East, a distance of 294.3064
Thence South 29-40-15 East, a distance of 384.3301
Thence North 77-27-50 East, a distance of 214.2324
Thence South 37-11-16 East, a distance of 340.4048
Thence South 29-37-50 East, a distance of 310.4751
Thence North 63-11-55 East, a distance of 298.2940
Thence North 54-27-48 East, a distance of 484.6434
Thence North 53-19-04 East, a distance of 504.0777
Thence North 70-16-43 East, a distance of 313.3817
Thence North 68-19-13 East, a distance of 338.7091
Thence South 79-55-46 East, a distance of 321.3256
Thence South 88-11-10 East, a distance of 260.6306
Thence South 88-14-05 East, a distance of 365.1733
Thence South 61-32-01 East, a distance of 235.8955
Thence South 69-37-59 East, a distance of 332.4058
Thence South 71-22-52 East, a distance of 548.3222
Thence South 13-09-09 East, a distance of 219.1868

Exhibit G – Description of the Water Management Plan Area

Thence South 22-05-36 East, a distance of 405.4599
Thence South 35-25-24 East, a distance of 265.9093
Thence South 61-31-13 East, a distance of 235.9251
Thence North 09-57-27 East, a distance of 320.9599
Thence North 12-08-01 West, a distance of 709.4744
Thence North 05-00-10 West, a distance of 533.2184
Thence North 31-28-03 East, a distance of 304.8291
Thence North 62-04-26 East, a distance of 534.2079
Thence North 76-04-08 East, a distance of 380.0540
Thence North 50-36-14 East, a distance of 898.3854
Thence South 60-30-43 East, a distance of 295.9651
Thence South 09-03-18 East, a distance of 874.4608
Thence South 42-03-39 West, a distance of 1049.7552
Thence South 33-04-47 East, a distance of 305.9692
Thence South 00-25-20 West, a distance of 424.0115
Thence South 08-41-25 West, a distance of 175.3885
Thence South 18-57-27 West, a distance of 88.8830
Thence South 00-37-56 West, a distance of 158.5727
Thence South 02-24-11 West, a distance of 420.3696
Thence South 10-51-56 West, a distance of 218.1612
Thence South 23-17-39 West, a distance of 1081.6711
Thence South 22-14-55 West, a distance of 282.6016
Thence South 09-56-34 West, a distance of 642.1445
Thence South 00-36-30 West, a distance of 423.7739
Thence South 05-36-43 East, a distance of 480.6166
Thence South 34-07-27 East, a distance of 457.6755
Thence South 43-22-35 East, a distance of 525.6352
Thence South 43-21-59 East, a distance of 468.2066
Thence South 86-51-47 East, a distance of 194.1659
Thence North 13-02-05 West, a distance of 207.2779
Thence North 31-29-15 East, a distance of 304.8943
Thence South 28-28-33 East, a distance of 429.1724
Thence South 00-37-56 West, a distance of 101.9432
Thence South 00-34-18 West, a distance of 162.8831
Thence South 79-04-14 West, a distance of 215.9165
Thence South 16-16-25 East, a distance of 365.7800
Thence South 29-40-24 East, a distance of 310.3196
Thence South 00-36-30 West, a distance of 211.8869
Thence South 11-46-39 West, a distance of 268.8469
Thence South 34-06-24 East, a distance of 457.6575
Thence South 32-18-47 East, a distance of 383.7376
Thence South 05-00-57 East, a distance of 533.2921
Thence South 18-52-51 West, a distance of 332.5833
Thence South 34-14-57 West, a distance of 564.8157
Thence South 62-30-45 West, a distance of 350.7168
Thence South 27-53-02 East, a distance of 1292.0070
Thence South 26-38-27 East, a distance of 844.3959
Thence South 35-16-45 East, a distance of 1398.9888
Thence South 43-11-11 East, a distance of 1392.1514
Thence South 42-14-40 East, a distance of 491.7866
Thence North 45-24-07 East, a distance of 151.1478
Thence South 77-29-31 East, a distance of 410.3647
Thence South 18-02-51 East, a distance of 181.1631
Thence South 39-21-33 East, a distance of 223.9113
Thence South 33-18-20 East, a distance of 206.6998
Thence South 00-25-39 West, a distance of 167.5677

Exhibit G – Description of the Water Management Plan Area

Thence South 54-42-30 East, a distance of 111.6424
Thence South 50-39-25 East, a distance of 838.8686
Thence North 11-47-14 West, a distance of 130.9483
Thence North 07-43-40 West, a distance of 202.6535
Thence North 00-24-22 East, a distance of 229.3178
Thence North 00-25-00 East, a distance of 171.8795
Thence North 37-17-40 East, a distance of 143.3793
Thence South 83-52-17 East, a distance of 288.0212
Thence South 35-07-26 East, a distance of 246.5899
Thence South 57-35-35 East, a distance of 270.2065
Thence South 66-24-50 East, a distance of 218.3676
Thence South 84-22-46 East, a distance of 316.5217
Thence South 67-45-17 East, a distance of 154.3641
Thence South 60-13-50 East, a distance of 526.0466
Thence South 30-34-27 East, a distance of 334.2156
Thence South 20-07-23 East, a distance of 244.8868
Thence South 21-23-16 East, a distance of 463.0777
Thence South 26-09-54 East, a distance of 192.1947
Thence South 37-28-06 East, a distance of 326.7182
Thence South 31-11-18 East, a distance of 437.6249
Thence South 36-28-24 East, a distance of 429.8103
Thence South 32-03-48 East, a distance of 373.6888
Thence South 38-14-10 East, a distance of 366.9793
Thence South 26-09-29 East, a distance of 448.5666
Thence South 26-08-48 East, a distance of 256.4284
Thence South 28-11-19 East, a distance of 359.0890
Thence South 27-53-11 East, a distance of 423.0643
Thence South 28-12-22 East, a distance of 359.1480
Thence South 32-03-30 East, a distance of 373.7422
Thence South 44-37-29 East, a distance of 80.9655
Thence North 18-52-20 East, a distance of 181.2433
Thence North 00-24-01 East, a distance of 143.1905
Thence North 14-50-58 West, a distance of 326.7890
Thence North 05-18-17 West, a distance of 287.9834
Thence North 00-24-59 East, a distance of 258.0698
Thence North 53-33-00 East, a distance of 143.2788
Thence North 84-41-51 East, a distance of 288.1079
Thence South 51-43-06 East, a distance of 326.7620
Thence South 44-34-21 East, a distance of 527.0298
Thence South 31-11-28 East, a distance of 437.3463
Thence South 33-58-56 East, a distance of 659.7382
Thence South 38-14-14 East, a distance of 550.5564
Thence South 63-00-06 East, a distance of 384.5311
Thence South 38-59-18 East, a distance of 1038.4843
Thence South 15-17-56 East, a distance of 952.6996
Thence South 55-56-23 East, a distance of 206.5605
Thence South 55-53-00 East, a distance of 516.8216
Thence South 38-53-16 East, a distance of 407.1779
Thence South 16-56-09 East, a distance of 1441.3852
Thence South 07-11-08 East, a distance of 433.7182
Thence South 21-02-16 East, a distance of 862.1560
Thence South 27-40-23 East, a distance of 487.1621
Thence South 26-09-29 East, a distance of 448.5666
Thence South 45-22-28 West, a distance of 81.1422
Thence South 06-42-29 East, a distance of 231.1453
Thence South 20-08-17 East, a distance of 244.7103

Exhibit G – Description of the Water Management Plan Area

Thence South 09-04-03 East, a distance of 174.4926
Thence South 09-02-24 East, a distance of 174.2271
Thence South 07-43-40 East, a distance of 202.6525
Thence South 00-24-00 West, a distance of 286.5700
Thence South 14-49-32 East, a distance of 326.8170
Thence South 00-24-00 West, a distance of 286.5070
Thence South 21-21-44 East, a distance of 154.4223
Thence South 13-37-15 East, a distance of 236.2051
Thence South 13-38-35 East, a distance of 236.3570
Thence South 15-31-50 East, a distance of 208.6814
Thence South 22-46-58 East, a distance of 218.2129
Thence South 22-46-35 East, a distance of 218.2700
Thence South 55-52-57 East, a distance of 206.7006
Thence South 78-16-53 East, a distance of 146.1716
Thence North 79-05-28 East, a distance of 292.2816
Thence North 74-28-54 East, a distance of 208.6048
Thence North 82-16-12 East, a distance of 202.5910
Thence South 89-35-39 East, a distance of 229.3808
Thence South 80-06-19 East, a distance of 174.2164
Thence North 22-12-54 East, a distance of 154.3976
Thence North 26-07-54 West, a distance of 192.1396
Thence North 36-27-45 West, a distance of 286.6826
Thence North 41-34-35 West, a distance of 385.5748
Thence North 26-08-54 West, a distance of 384.3343
Thence North 13-37-11 West, a distance of 354.5964
Thence North 24-22-44 West, a distance of 410.3376
Thence North 18-00-48 West, a distance of 362.5852
Thence North 12-07-44 West, a distance of 264.1464
Thence North 05-55-46 West, a distance of 519.0893
Thence North 00-24-59 East, a distance of 429.9494
Thence North 02-18-24 West, a distance of 602.4882
Thence North 02-04-24 West, a distance of 659.9320
Thence North 02-05-06 West, a distance of 659.6867
Thence North 25-08-41 West, a distance of 730.7479
Thence North 42-06-19 West, a distance of 466.4456
Thence North 19-15-13 West, a distance of 426.0813
Thence North 02-57-04 West, a distance of 488.0222
Thence North 00-24-41 East, a distance of 487.3876
Thence North 00-25-30 East, a distance of 286.5709
Thence North 19-34-09 West, a distance of 335.5043
Thence North 34-05-50 West, a distance of 556.3259
Thence North 22-12-56 West, a distance of 745.1916
Thence North 23-12-25 West, a distance of 500.5652
Thence North 06-43-37 West, a distance of 462.0560
Thence North 10-53-48 West, a distance of 292.2697
Thence North 00-25-22 East, a distance of 372.6971
Thence North 00-24-28 East, a distance of 544.3888
Thence North 00-24-21 East, a distance of 458.6995
Thence North 13-37-02 West, a distance of 472.5327
Thence North 16-18-14 West, a distance of 299.2196
Thence North 06-09-17 East, a distance of 287.9729
Thence North 63-49-21 East, a distance of 256.2870
Thence North 63-49-04 East, a distance of 192.3620
Thence South 89-35-15 East, a distance of 286.5074
Thence South 72-52-12 East, a distance of 299.4071
Thence South 36-27-54 East, a distance of 286.4572

Exhibit G – Description of the Water Management Plan Area

Thence South 63-00-19 East, a distance of 320.4094
Thence South 87-05-43 East, a distance of 659.8478
Thence South 87-18-26 East, a distance of 717.0418
Thence North 78-19-20 East, a distance of 410.3691
Thence North 86-20-49 East, a distance of 402.1922
Thence North 75-28-47 East, a distance of 444.9628
Thence North 68-35-42 East, a distance of 463.0656
Thence South 89-35-15 East, a distance of 573.1398
Thence North 74-30-26 East, a distance of 208.7087
Thence North 67-12-39 East, a distance of 218.1548
Thence North 40-38-39 East, a distance of 488.2085
Thence North 56-43-24 East, a distance of 309.9471
Thence North 82-49-48 East, a distance of 433.6411
Thence South 64-49-28 East, a distance of 410.3555
Thence South 79-35-09 East, a distance of 494.7756
Thence South 51-42-35 East, a distance of 326.8004
Thence South 67-19-51 East, a distance of 681.2553
Thence South 53-53-05 East, a distance of 1129.4102
Thence South 36-27-09 East, a distance of 573.2902
Thence South 69-38-11 East, a distance of 335.3323
Thence North 82-19-37 East, a distance of 202.6898
Thence North 75-09-58 East, a distance of 326.6362
Thence South 86-44-29 East, a distance of 573.9280
Thence South 44-35-15 East, a distance of 405.2711
Thence South 54-53-15 East, a distance of 453.2260
Thence South 26-08-48 East, a distance of 256.4275
Thence South 70-17-49 East, a distance of 607.3060
Thence South 72-29-09 East, a distance of 389.8210
Thence South 57-07-23 East, a distance of 373.7322
Thence South 78-17-20 East, a distance of 292.2079
Thence North 60-38-50 East, a distance of 231.0356
Thence North 63-52-05 East, a distance of 192.2792
Thence North 63-50-06 East, a distance of 256.2596
Thence North 33-14-52 West, a distance of 103.2813
Thence North 73-39-56 West, a distance of 208.6728
Thence North 83-14-16 West, a distance of 259.5556
Thence North 83-52-07 West, a distance of 287.8969
Thence North 38-15-29 West, a distance of 183.7039
Thence North 31-36-33 West, a distance of 270.2132
Thence North 06-40-38 West, a distance of 231.1308
Thence North 31-21-38 East, a distance of 167.1723
Thence North 36-29-06 West, a distance of 286.5315
Thence North 52-43-48 West, a distance of 143.2535
Thence North 12-07-13 West, a distance of 264.3292
Thence North 00-26-14 East, a distance of 229.3817
Thence North 49-48-32 East, a distance of 264.1064
Thence North 63-50-04 East, a distance of 64.2044
Thence North 81-00-14 East, a distance of 174.2687
Thence North 37-17-40 East, a distance of 143.3793
Thence North 11-41-40 East, a distance of 146.1588
Thence North 00-22-29 East, a distance of 114.6895
Thence North 44-33-45 West, a distance of 162.1090
Thence North 54-04-38 West, a distance of 246.5087
Thence North 74-39-06 West, a distance of 444.8663
Thence North 55-53-48 West, a distance of 206.6659
Thence North 81-26-16 West, a distance of 202.7599

Exhibit G – Description of the Water Management Plan Area

Thence North 89-35-15 West, a distance of 286.5074
Thence South 60-39-45 West, a distance of 231.1446
Thence South 75-28-47 West, a distance of 444.9625
Thence South 84-04-11 West, a distance of 259.5139
Thence North 74-39-14 West, a distance of 889.8532
Thence North 37-28-30 West, a distance of 326.6682
Thence North 60-56-43 West, a distance of 359.0601
Thence North 51-42-35 West, a distance of 326.8004
Thence North 74-40-45 West, a distance of 444.9374
Thence North 78-16-36 West, a distance of 584.4413
Thence North 59-50-38 West, a distance of 462.3204
Thence North 41-12-16 West, a distance of 345.1619
Thence North 36-28-24 West, a distance of 429.8103
Thence North 44-33-45 West, a distance of 324.2179
Thence North 78-17-37 West, a distance of 292.3305
Thence North 82-27-35 West, a distance of 230.9974
Thence North 85-45-59 West, a distance of 430.9259
Thence North 74-51-11 West, a distance of 563.0613
Thence South 86-51-26 West, a distance of 459.4410
Thence South 66-26-36 West, a distance of 282.2731
Thence North 87-12-58 West, a distance of 688.4375
Thence North 66-44-39 West, a distance of 590.7479
Thence North 71-08-45 West, a distance of 815.7709
Thence North 61-17-05 West, a distance of 423.1666
Thence North 75-34-27 West, a distance of 472.6522
Thence North 86-00-24 West, a distance of 459.4906
Thence North 54-52-19 West, a distance of 453.1594
Thence North 77-03-58 West, a distance of 792.7378
Thence North 64-34-10 West, a distance of 474.3353
Thence North 69-21-42 West, a distance of 580.3709
Thence North 65-57-27 West, a distance of 500.4138
Thence North 48-24-23 West, a distance of 914.0925
Thence North 48-58-47 West, a distance of 528.5110
Thence North 26-09-15 West, a distance of 576.8086
Thence North 28-38-22 West, a distance of 294.9630
Thence North 05-55-05 West, a distance of 259.4447
Thence North 39-03-22 East, a distance of 183.5086
Thence North 08-32-50 East, a distance of 202.6892
Thence North 18-02-29 West, a distance of 181.2221
Thence North 44-34-49 West, a distance of 283.6904
Thence North 16-56-18 West, a distance of 480.5332
Thence North 26-57-57 East, a distance of 63.9531
Thence North 26-59-06 East, a distance of 320.3812
Thence North 00-24-56 East, a distance of 86.1903
Thence North 13-36-07 West, a distance of 117.9965
Thence North 55-53-15 West, a distance of 103.4197
Thence North 80-07-57 West, a distance of 348.6579
Thence South 83-19-15 West, a distance of 231.0682
Thence South 71-56-46 West, a distance of 181.3012
Thence North 89-35-15 West, a distance of 286.5074
Thence North 65-37-31 West, a distance of 282.2862
Thence North 21-24-19 West, a distance of 154.4679
Thence North 00-25-00 East, a distance of 257.8188
Thence North 50-35-45 East, a distance of 223.8940
Thence North 72-00-09 East, a distance of 362.4866
Thence North 77-51-49 East, a distance of 264.2818

Exhibit G – Description of the Water Management Plan Area

Thence North 51-44-27 East, a distance of 367.0951
Thence North 54-54-11 East, a distance of 246.4308
Thence North 56-41-40 East, a distance of 310.0497
Thence North 62-07-05 East, a distance of 423.2595
Thence North 06-43-28 East, a distance of 259.4095
Thence North 21-22-37 West, a distance of 617.2803
Thence North 23-33-48 West, a distance of 282.3551
Thence North 89-33-45 West, a distance of 114.6283
Thence North 89-35-22 West, a distance of 401.2603
Thence South 69-51-30 West, a distance of 244.8490
Thence South 60-09-01 West, a distance of 398.0591
Thence South 54-23-11 West, a distance of 389.9315
Thence South 54-22-33 West, a distance of 389.8293
Thence South 61-48-41 West, a distance of 359.0890
Thence South 84-03-32 West, a distance of 259.6446
Thence North 89-35-15 West, a distance of 286.5074
Thence North 57-07-23 West, a distance of 373.7322
Thence North 00-24-59 East, a distance of 258.0698
Thence North 30-40-48 East, a distance of 398.0960
Thence North 00-23-59 East, a distance of 143.3785
Thence North 18-00-35 West, a distance of 90.5622
Thence North 40-11-02 West, a distance of 264.2419
Thence North 65-07-41 West, a distance of 346.2386
Thence North 83-15-30 West, a distance of 519.0892
Thence North 44-35-39 West, a distance of 324.3934
Thence North 60-59-24 West, a distance of 359.0481
Thence North 30-30-56 West, a distance of 167.1519
Thence North 18-02-29 West, a distance of 362.4451
Thence North 00-25-00 East, a distance of 171.9425
Thence North 53-32-05 East, a distance of 286.7694
Thence North 79-07-22 East, a distance of 292.1233
Thence South 89-35-23 East, a distance of 200.6301
Thence South 84-48-57 East, a distance of 345.1619
Thence South 50-18-17 East, a distance of 407.2701
Thence South 44-36-07 East, a distance of 324.3485
Thence South 47-35-44 East, a distance of 385.4597
Thence South 47-57-26 East, a distance of 345.2181
Thence South 50-18-41 East, a distance of 407.2305
Thence South 65-07-08 East, a distance of 346.2647
Thence South 85-11-02 East, a distance of 373.6944
Thence South 89-35-12 East, a distance of 372.6347
Thence North 70-25-25 East, a distance of 335.3866
Thence North 67-14-11 East, a distance of 218.3853
Thence North 32-23-49 East, a distance of 270.3989
Thence North 00-24-59 East, a distance of 344.0091
Thence North 06-44-46 West, a distance of 230.9107
Thence North 37-17-40 East, a distance of 286.7579
Thence North 00-23-34 East, a distance of 200.5677
Thence North 00-23-58 East, a distance of 143.4405
Thence North 54-03-04 West, a distance of 493.0265
Thence North 79-16-58 West, a distance of 640.9295
Thence North 85-45-54 West, a distance of 430.8012
Thence North 74-20-13 West, a distance of 653.5178
Thence North 71-09-25 West, a distance of 543.7674
Thence North 53-33-23 West, a distance of 779.7344
Thence North 26-08-55 West, a distance of 768.9482

Exhibit G – Description of the Water Management Plan Area

Thence North 21-24-02 West, a distance of 617.3128
Thence North 04-14-31 East, a distance of 430.9305
Thence North 42-24-18 East, a distance of 385.5473
Thence North 41-00-36 East, a distance of 264.2145
Thence North 30-08-41 East, a distance of 230.9893
Thence North 07-43-31 West, a distance of 202.7149
Thence North 40-45-25 West, a distance of 304.6257
Thence North 70-17-49 West, a distance of 607.3060
Thence North 55-54-46 West, a distance of 310.0155
Thence North 26-09-10 West, a distance of 256.3718
Thence North 00-27-01 East, a distance of 143.1924
Thence North 14-27-19 East, a distance of 118.1782
Thence North 00-23-59 East, a distance of 143.3785
Thence North 54-03-37 West, a distance of 246.4075
Thence North 81-58-34 West, a distance of 433.8727
Thence North 77-04-54 West, a distance of 264.1866
Thence North 37-26-54 West, a distance of 326.8667
Thence North 00-25-42 East, a distance of 200.6306
Thence North 00-24-14 East, a distance of 372.5092
Thence North 15-40-06 East, a distance of 326.7674
Thence North 16-21-03 East, a distance of 208.6903
Thence North 35-24-20 East, a distance of 349.7396
Thence North 63-50-04 East, a distance of 64.2044
Thence North 63-50-50 East, a distance of 256.3718
Thence North 56-43-24 East, a distance of 309.9471
Thence North 53-33-00 East, a distance of 286.5577
Thence North 76-22-18 East, a distance of 945.3672
Thence North 52-15-15 East, a distance of 510.2846
Thence North 66-11-52 East, a distance of 628.5904
Thence North 74-26-54 East, a distance of 625.9155
Thence North 58-25-38 East, a distance of 270.2542
Thence South 85-01-19 East, a distance of 718.8363
Thence South 63-01-36 East, a distance of 384.4457
Thence South 66-20-26 East, a distance of 218.3532
Thence South 69-03-13 East, a distance of 244.9364
Thence North 83-16-16 East, a distance of 230.9660
Thence North 53-34-47 East, a distance of 143.3794
Thence South 84-23-40 East, a distance of 949.5407
Thence South 56-51-35 East, a distance of 476.9601
Thence South 58-35-04 East, a distance of 167.2702
Thence North 84-03-22 East, a distance of 519.0406
Thence North 56-46-52 East, a distance of 103.2473
Thence North 58-23-45 East, a distance of 270.4916
Thence North 71-54-54 East, a distance of 90.6009
Thence South 89-35-01 East, a distance of 172.0045
Thence South 74-03-10 East, a distance of 535.4830
Thence South 44-34-13 East, a distance of 324.1737
Thence South 33-18-20 East, a distance of 310.0497
Thence South 20-36-19 East, a distance of 399.2270
Thence South 47-58-49 East, a distance of 345.0929
Thence South 53-33-09 East, a distance of 389.8856
Thence South 76-35-51 East, a distance of 764.7010
Thence South 81-44-01 East, a distance of 838.9669
Thence South 77-41-35 East, a distance of 556.5393
Thence South 84-08-48 East, a distance of 1209.1792
Thence South 87-06-12 East, a distance of 1319.5612

Exhibit G – Description of the Water Management Plan Area

Thence North 82-17-20 East, a distance of 607.8717
Thence South 89-35-38 East, a distance of 458.6365
Thence North 68-02-09 East, a distance of 526.8664
Thence North 76-22-18 East, a distance of 472.6836
Thence North 76-23-14 East, a distance of 590.8480
Thence South 89-35-37 East, a distance of 114.5029
Thence North 56-42-13 East, a distance of 103.4884
Thence North 63-53-06 East, a distance of 128.0747
Thence North 45-25-36 East, a distance of 243.2076
Thence North 29-27-11 East, a distance of 295.1445
Thence North 41-00-36 East, a distance of 264.2145
Thence South 89-35-37 East, a distance of 114.6279
Thence North 82-16-29 East, a distance of 202.7149
Thence South 89-35-00 East, a distance of 257.8818
Thence South 83-52-26 East, a distance of 288.1455
Thence South 52-40-48 East, a distance of 143.1916
Thence South 30-33-09 East, a distance of 167.2154
Thence South 09-52-16 West, a distance of 174.2679
Thence South 30-08-41 West, a distance of 230.9893
Thence South 22-12-22 West, a distance of 154.4560
Thence South 00-26-15 West, a distance of 229.1317
Thence South 00-23-59 West, a distance of 143.3785
Thence South 26-09-10 East, a distance of 384.5573
Thence South 30-33-01 East, a distance of 334.2063
Thence South 47-04-25 East, a distance of 466.5541
Thence South 59-51-47 East, a distance of 462.0867
Thence South 66-04-10 East, a distance of 718.7888
Thence South 60-34-06 East, a distance of 295.0830
Thence South 36-26-24 East, a distance of 429.9371
Thence South 38-16-32 East, a distance of 183.4302
Thence South 50-55-44 East, a distance of 367.0959
Thence South 80-07-32 East, a distance of 522.9976
Thence South 83-14-16 East, a distance of 259.5556
Thence South 89-35-00 East, a distance of 343.8841
Thence North 59-26-40 East, a distance of 167.0758
Thence North 60-38-50 East, a distance of 231.0356
Thence North 66-27-54 East, a distance of 282.3629
Thence North 63-51-05 East, a distance of 192.3069
Thence South 89-35-22 East, a distance of 200.5051
Thence South 44-36-00 East, a distance of 202.5910
Thence South 18-01-23 East, a distance of 181.4008
Thence South 13-38-22 East, a distance of 236.4173
Thence South 03-58-18 East, a distance of 373.5851
Thence South 10-53-48 East, a distance of 292.2697
Thence South 22-46-58 East, a distance of 218.2120
Thence South 31-34-53 East, a distance of 270.4261
Thence South 39-24-51 East, a distance of 223.8461
Thence North 76-20-46 East, a distance of 118.0872
Thence North 68-37-46 East, a distance of 154.3636
Thence North 18-52-43 East, a distance of 181.1847
Thence North 26-57-53 East, a distance of 256.3714
Thence North 18-50-39 East, a distance of 362.6232
Thence North 36-25-57 East, a distance of 389.8114
Thence North 45-25-49 East, a distance of 364.7890
Thence North 58-48-12 East, a distance of 437.5179
Thence North 73-54-12 East, a distance of 807.0133

Exhibit G – Description of the Water Management Plan Area

Thence South 89-35-13 East, a distance of 372.6347
Thence South 70-07-37 East, a distance of 516.6417
Thence South 57-26-00 East, a distance of 1184.7900
Thence South 42-06-12 East, a distance of 933.1152
Thence South 68-33-43 East, a distance of 399.1137
Thence South 44-35-55 East, a distance of 283.7774
Thence South 68-32-12 East, a distance of 399.1825
Thence South 71-10-13 East, a distance of 453.1256
Thence South 86-24-01 East, a distance of 516.6443
Thence South 63-00-36 East, a distance of 256.2886
Thence South 47-57-26 East, a distance of 345.2181
Thence South 61-08-28 East, a distance of 782.1325
Thence South 53-20-23 East, a distance of 533.2286
Thence South 58-37-21 East, a distance of 835.5739
Thence South 44-35-29 East, a distance of 526.8518
Thence South 68-43-27 East, a distance of 644.0187
Thence South 60-46-50 East, a distance of 654.2487
Thence South 56-28-54 East, a distance of 786.8458
Thence South 34-42-45 East, a distance of 946.2958
Thence South 31-35-39 East, a distance of 1081.5570
Thence South 24-47-42 East, a distance of 1076.9010
Thence South 09-02-24 East, a distance of 174.2261
Thence South 10-53-23 East, a distance of 292.4543
Thence South 29-50-59 East, a distance of 398.0591
Thence South 54-01-30 East, a distance of 246.5173
Thence South 55-54-06 East, a distance of 206.8047
Thence South 39-23-59 East, a distance of 223.7180
Thence South 35-07-27 East, a distance of 246.5891
Thence South 49-48-18 East, a distance of 223.7016
Thence South 71-06-40 East, a distance of 272.0239
Thence South 82-30-21 East, a distance of 230.9730
Thence South 89-35-39 East, a distance of 114.6279
Thence South 78-15-28 East, a distance of 146.1842
Thence South 63-02-06 East, a distance of 192.2788
Thence South 62-57-36 East, a distance of 128.1311
Thence North 00-22-28 East, a distance of 57.3762
Thence North 30-32-53 West, a distance of 166.9909
Thence North 36-27-13 West, a distance of 430.0114
Thence North 55-53-59 West, a distance of 309.9120
Thence North 29-50-11 West, a distance of 398.2213
Thence North 16-42-00 West, a distance of 389.7520
Thence North 03-40-13 West, a distance of 402.2620
Thence North 34-06-00 East, a distance of 310.1378
Thence South 89-35-37 East, a distance of 114.6279
Thence South 89-35-00 East, a distance of 257.8818
Thence South 33-18-20 East, a distance of 103.3499
Thence South 50-17-04 East, a distance of 407.3895
Thence South 83-51-32 East, a distance of 288.0279
Thence South 63-02-07 East, a distance of 192.2783
Thence South 58-09-42 East, a distance of 604.5925
Thence South 59-00-31 East, a distance of 732.2881
Thence North 85-12-37 East, a distance of 316.6057
Thence South 89-35-00 East, a distance of 343.8841
Thence South 79-34-59 East, a distance of 494.6526
Thence North 51-42-18 West, a distance of 326.6633
Thence North 53-35-56 West, a distance of 82.4656

Exhibit G – Description of the Water Management Plan Area

Thence North 53-34-06 West, a distance of 307.3090
Thence North 55-53-22 West, a distance of 413.3665
Thence North 72-53-50 West, a distance of 598.4647
Thence North 60-58-05 West, a distance of 718.2480
Thence North 46-42-41 West, a distance of 390.6740
Thence North 46-42-44 West, a distance of 156.7825
Thence North 44-35-15 West, a distance of 405.2711
Thence North 46-18-48 West, a distance of 669.1426
Thence North 37-52-35 West, a distance of 693.8574
Thence North 34-17-42 West, a distance of 906.2395
Thence North 33-57-07 West, a distance of 659.8059
Thence North 44-35-16 West, a distance of 608.0830
Thence North 46-47-40 West, a distance of 1054.3274
Thence North 48-19-10 West, a distance of 1868.4824
Thence North 56-06-31 West, a distance of 2130.4779
Thence North 66-07-44 West, a distance of 1655.6256
Thence North 58-12-53 West, a distance of 1376.2780
Thence North 41-24-29 West, a distance of 730.8163
Thence North 41-13-30 West, a distance of 345.0212
Thence North 26-08-55 West, a distance of 384.6138
Thence North 13-37-46 West, a distance of 354.3535
Thence North 41-34-35 West, a distance of 385.5755
Thence North 42-50-20 West, a distance of 669.1777
Thence North 50-29-55 West, a distance of 1181.6210
Thence North 31-24-48 West, a distance of 978.2580
Thence North 26-09-14 West, a distance of 704.9949
Thence North 08-33-23 West, a distance of 551.1343
Thence North 10-42-42 East, a distance of 640.9180
Thence North 35-06-54 East, a distance of 453.0875
Thence North 45-23-44 East, a distance of 243.3389
Thence North 52-32-18 East, a distance of 326.7674
Thence North 00-25-00 East, a distance of 171.8795
Thence North 34-34-34 West, a distance of 349.7803
Thence North 44-35-13 West, a distance of 337.0774
Thence North 44-35-20 West, a distance of 271.0057
Thence North 27-14-21 West, a distance of 679.4763
Thence North 09-26-25 West, a distance of 669.1250
Thence North 15-50-43 West, a distance of 716.4738
Thence North 22-47-41 West, a distance of 436.5304
Thence North 20-37-42 West, a distance of 399.1550
Thence North 05-56-49 West, a distance of 259.3960
Thence North 12-05-28 West, a distance of 264.3646
Thence North 14-27-19 East, a distance of 118.1782
Thence North 50-21-25 East, a distance of 158.1102
Thence North 65-13-15 East, a distance of 328.2188
Thence North 82-49-41 East, a distance of 264.3181
Thence South 84-49-29 East, a distance of 420.5895
Thence South 77-19-12 East, a distance of 411.1524
Thence South 62-03-23 East, a distance of 453.0744
Thence South 53-30-14 East, a distance of 237.5929
Thence South 57-59-51 East, a distance of 266.6488
Thence South 66-45-48 East, a distance of 360.0835
Thence South 74-02-50 East, a distance of 326.3171
Thence South 70-08-39 East, a distance of 314.8424
Thence South 63-01-30 East, a distance of 234.3736
Thence South 35-38-22 East, a distance of 237.4798

Exhibit G – Description of the Water Management Plan Area

Thence South 42-04-07 East, a distance of 284.3200
Thence South 48-59-46 East, a distance of 322.1632
Thence South 55-05-28 East, a distance of 338.9985
Thence South 76-41-52 East, a distance of 627.2030
Thence South 80-50-12 East, a distance of 689.1699
Thence South 68-34-43 East, a distance of 243.1736
Thence South 51-17-14 East, a distance of 422.9187
Thence South 23-13-07 East, a distance of 305.0162
Thence South 17-07-37 East, a distance of 348.0598
Thence South 20-36-34 East, a distance of 243.2560
Thence South 77-20-44 East, a distance of 411.1112
Thence North 88-22-32 East, a distance of 489.4467
Thence South 89-35-23 East, a distance of 209.5054
Thence South 77-48-51 East, a distance of 428.1470
Thence South 46-33-41 East, a distance of 358.4156
Thence South 54-02-09 East, a distance of 300.5375
Thence North 76-21-42 East, a distance of 288.1242
Thence North 17-30-54 East, a distance of 237.5765
Thence North 16-48-48 East, a distance of 309.4149
Thence North 34-06-01 East, a distance of 125.9718
Thence North 84-56-56 East, a distance of 368.4308
Thence South 89-35-24 East, a distance of 227.1308
Thence South 79-15-43 East, a distance of 390.4622
Thence South 89-35-24 East, a distance of 751.1442
Thence North 68-02-21 East, a distance of 321.0451
Thence North 76-24-34 East, a distance of 144.1615
Thence North 82-57-46 East, a distance of 405.0514
Thence North 77-54-02 East, a distance of 322.0287
Thence South 66-25-23 East, a distance of 265.9506
Thence South 68-58-41 East, a distance of 149.3127
Thence North 54-52-10 East, a distance of 300.6385
Thence North 29-27-12 East, a distance of 179.7287
Thence North 56-43-55 East, a distance of 251.9098
Thence South 81-28-20 East, a distance of 370.4709
Thence South 78-57-07 East, a distance of 284.3959
Thence South 67-47-29 East, a distance of 470.2621
Thence South 83-24-48 East, a distance of 650.0405
Thence South 87-51-03 East, a distance of 576.6556
Thence North 81-40-49 East, a distance of 229.7933
Thence South 89-34-59 East, a distance of 524.0139
Thence South 80-08-29 East, a distance of 424.8993
Thence South 68-58-59 East, a distance of 149.1738
Thence South 85-18-12 East, a distance of 700.7279
Thence North 69-21-28 East, a distance of 243.2410
Thence North 83-18-13 East, a distance of 140.9616
Thence North 87-02-55 East, a distance of 297.3945
Thence South 84-24-08 East, a distance of 385.7145
Thence South 73-38-13 East, a distance of 381.5806
Thence South 60-46-31 East, a distance of 398.7573
Thence South 44-33-51 East, a distance of 197.5537
Thence South 44-36-26 East, a distance of 148.2746
Thence South 80-51-20 East, a distance of 229.6689
Thence South 77-41-23 East, a distance of 339.1733
Thence South 80-08-20 East, a distance of 106.1940
Thence South 74-17-21 East, a distance of 199.1918
Thence South 63-03-57 East, a distance of 156.1926

Exhibit G – Description of the Water Management Plan Area

Thence South 89-35-24 East, a distance of 139.7536
Thence North 69-52-16 East, a distance of 149.1074
Thence South 74-22-05 East, a distance of 199.2446
Thence South 54-02-09 East, a distance of 150.2688
Thence South 57-32-02 East, a distance of 164.7486
Thence South 80-08-39 East, a distance of 212.5112
Thence South 81-28-20 East, a distance of 246.9807
Thence South 57-34-32 East, a distance of 164.8208
Thence South 59-51-45 East, a distance of 281.7053
Thence South 49-18-45 East, a distance of 297.3849
Thence South 53-35-18 East, a distance of 237.6448
Thence South 41-33-00 East, a distance of 235.0086
Thence South 49-00-08 East, a distance of 483.1160
Thence South 55-49-43 East, a distance of 125.8518
Thence South 44-35-25 East, a distance of 123.5701
Thence South 44-36-30 East, a distance of 271.6237
Thence South 44-36-10 East, a distance of 197.5973
Thence South 31-11-39 East, a distance of 266.6825
Thence South 29-50-24 East, a distance of 242.6743
Thence South 26-09-18 East, a distance of 273.3663
Thence South 28-55-20 East, a distance of 320.7559
Thence South 44-37-15 East, a distance of 247.0063
Thence South 39-21-54 East, a distance of 136.3797
Thence South 39-30-43 East, a distance of 1115.9357
Thence South 56-57-13 East, a distance of 518.5041
Thence South 32-18-58 East, a distance of 290.6424
Thence South 54-36-52 East, a distance of 213.2716
Thence South 47-36-34 East, a distance of 234.9146
Thence South 44-35-24 East, a distance of 172.8920
Thence South 35-05-29 East, a distance of 150.2478
Thence South 59-20-24 East, a distance of 242.6739
Thence South 59-19-30 East, a distance of 242.5664
Thence South 89-35-24 East, a distance of 139.7536
Thence South 89-35-24 East, a distance of 139.7536
Thence South 89-35-23 East, a distance of 52.3763
Thence North 67-16-06 East, a distance of 132.9522
Thence North 00-24-32 East, a distance of 52.5643
Thence North 33-16-47 West, a distance of 62.8730
Thence North 58-37-01 West, a distance of 203.6710
Thence North 47-58-30 West, a distance of 210.3380
Thence North 50-17-39 West, a distance of 248.1038
Thence North 41-34-22 West, a distance of 235.0915
Thence North 35-34-47 West, a distance of 237.6102
Thence North 52-44-11 West, a distance of 261.9812
Thence North 49-21-11 West, a distance of 297.5341
Thence North 49-21-20 West, a distance of 297.3572
Thence North 44-34-50 West, a distance of 271.7576
Thence North 38-15-35 West, a distance of 335.4983
Thence North 27-27-57 West, a distance of 336.0671
Thence North 50-30-00 West, a distance of 360.1165
Thence North 21-23-39 West, a distance of 470.1461
Thence North 10-11-56 West, a distance of 284.4954
Thence North 07-44-11 West, a distance of 246.9982
Thence North 19-33-17 West, a distance of 204.2826
Thence North 41-52-09 West, a distance of 259.7636
Thence North 63-00-09 West, a distance of 429.5609

Exhibit G – Description of the Water Management Plan Area

Thence North 43-07-25 West, a distance of 481.8419
Thence North 42-44-17 West, a distance of 382.9316
Thence North 28-24-46 West, a distance of 398.7864
Thence North 28-23-07 West, a distance of 398.6130
Thence North 38-46-12 West, a distance of 608.4346
Thence North 72-21-04 West, a distance of 530.2057
Thence North 77-53-41 West, a distance of 517.3797
Thence North 84-31-51 West, a distance of 596.0885
Thence North 68-33-48 West, a distance of 486.5318
Thence North 67-12-28 West, a distance of 642.2768
Thence North 76-42-02 West, a distance of 627.0671
Thence North 60-32-28 West, a distance of 899.1237
Thence North 75-54-13 West, a distance of 665.1543
Thence North 66-23-19 West, a distance of 665.0515
Thence North 80-51-29 West, a distance of 459.4613
Thence North 74-27-13 West, a distance of 669.4943
Thence North 63-02-06 West, a distance of 312.4704
Thence North 73-53-13 West, a distance of 580.5569
Thence North 76-51-43 West, a distance of 555.1563
Thence North 72-03-23 West, a distance of 347.9228
Thence North 71-08-13 West, a distance of 497.2030
Thence North 69-01-58 West, a distance of 746.1565
Thence North 46-26-06 West, a distance of 382.9739
Thence North 55-28-34 West, a distance of 654.0611
Thence North 65-37-13 West, a distance of 516.0126
Thence North 73-38-41 West, a distance of 508.7107
Thence North 70-36-46 West, a distance of 591.0123
Thence North 69-01-55 West, a distance of 447.6429
Thence North 64-48-32 West, a distance of 1750.7575
Thence North 68-24-13 West, a distance of 917.8053
Thence North 68-02-33 West, a distance of 1427.2827
Thence North 64-07-22 West, a distance of 1625.0677
Thence North 43-46-42 West, a distance of 876.7911
Thence North 47-49-40 West, a distance of 655.7561
Thence North 61-41-57 West, a distance of 335.8997
Thence North 51-42-49 West, a distance of 199.2231
Thence North 48-40-34 West, a distance of 346.7099
Thence North 47-34-33 West, a distance of 235.0408
Thence North 36-26-36 West, a distance of 174.6548
Thence North 09-53-20 East, a distance of 106.2668
Thence South 78-41-19 East, a distance of 462.3561
Thence South 74-50-24 East, a distance of 343.1933
Thence South 79-53-51 East, a distance of 726.5141
Thence South 82-28-31 East, a distance of 422.3874
Thence North 74-29-44 East, a distance of 254.3821
Thence North 67-11-37 East, a distance of 399.0744
Thence North 60-41-37 East, a distance of 281.6756
Thence North 79-05-27 East, a distance of 445.1700
Thence North 00-26-51 East, a distance of 192.0059
Thence North 31-36-58 West, a distance of 164.7668
Thence North 80-07-13 West, a distance of 637.4534
Thence North 79-17-00 West, a distance of 585.8427
Thence North 83-52-06 West, a distance of 702.1421
Thence North 81-40-22 West, a distance of 634.8176
Thence North 71-46-52 West, a distance of 513.7552
Thence North 78-48-11 West, a distance of 746.7136

Exhibit G – Description of the Water Management Plan Area

Thence North 70-26-56 West, a distance of 905.9868
Thence North 65-52-49 West, a distance of 2823.3710
Thence North 52-03-27 West, a distance of 1519.7285
Thence North 36-15-37 West, a distance of 1023.5333
Thence North 28-50-12 West, a distance of 1501.3573
Thence North 03-16-40 East, a distance of 699.5825
Thence North 40-00-38 East, a distance of 657.5376
Thence North 55-55-24 East, a distance of 339.1029
Thence North 56-42-53 East, a distance of 377.8643
Thence North 26-59-25 East, a distance of 312.6105
Thence North 71-58-47 East, a distance of 497.0045
Thence North 80-06-42 East, a distance of 585.9547
Thence South 87-23-25 East, a distance of 454.3462
Thence North 42-41-35 East, a distance of 519.3043
Thence North 65-30-29 East, a distance of 539.2736
Thence North 85-13-27 East, a distance of 192.9198
Thence South 77-48-22 East, a distance of 428.1601
Thence South 79-18-05 East, a distance of 195.2692
Thence North 69-51-14 East, a distance of 298.5136
Thence North 28-19-28 East, a distance of 335.9044
Thence North 31-22-11 East, a distance of 305.6825
Thence North 56-01-15 East, a distance of 402.0238
Thence North 82-39-26 East, a distance of 387.8052
Thence North 78-08-24 East, a distance of 411.1519
Thence North 60-22-03 East, a distance of 383.3919
Thence North 59-26-14 East, a distance of 203.6705
Thence North 05-12-58 East, a distance of 210.3711
Thence North 54-35-53 West, a distance of 426.4772
Thence North 11-40-50 West, a distance of 250.0533
Thence North 49-48-05 East, a distance of 161.0345
Thence North 48-23-44 East, a distance of 235.0392
Thence North 00-24-37 East, a distance of 174.5675
Thence North 23-13-24 West, a distance of 304.9592
Thence North 70-45-15 East, a distance of 259.7676
Thence South 78-49-18 East, a distance of 373.3326
Thence South 72-19-46 East, a distance of 530.4007
Thence North 68-01-44 East, a distance of 321.0687
Thence North 61-21-05 East, a distance of 179.8988
Thence North 15-39-15 East, a distance of 199.2007
Thence North 00-24-37 East, a distance of 174.5675
Thence North 09-52-20 West, a distance of 195.3932
Thence North 38-41-05 West, a distance of 359.9806
Thence North 38-15-35 West, a distance of 335.4983
Thence North 24-47-03 West, a distance of 328.3020
Thence North 18-01-30 West, a distance of 220.9698
Thence North 00-27-21 East, a distance of 157.1300
Thence North 24-36-33 West, a distance of 289.0680
Thence North 26-08-49 West, a distance of 195.4380
Thence North 37-10-21 West, a distance of 286.5286
Thence North 71-10-31 West, a distance of 276.0141
Thence North 89-35-24 West, a distance of 366.7594
Thence North 47-18-37 West, a distance of 259.8516
Thence North 02-26-15 West, a distance of 349.7545
Thence North 02-27-48 West, a distance of 125.0526
Thence North 02-27-50 West, a distance of 78.5106
Thence North 02-27-01 West, a distance of 146.1957

Exhibit G – Description of the Water Management Plan Area

Thence North 05-17-26 West, a distance of 351.1208
Thence North 29-50-24 West, a distance of 242.6743
Thence North 87-54-29 West, a distance of 594.1460
Thence South 25-25-45 West, a distance of 289.0690
Thence South 07-33-35 West, a distance of 54.1577
Thence South 07-31-36 West, a distance of 368.3617
Thence South 15-40-43 West, a distance of 398.2550
Thence South 21-34-12 West, a distance of 580.7325
Thence South 17-07-05 West, a distance of 546.9813
Thence South 18-03-11 West, a distance of 403.3575
Thence South 25-37-23 West, a distance of 328.0751
Thence South 34-42-09 West, a distance of 465.0331
Thence South 25-01-48 West, a distance of 461.1868
Thence South 54-23-57 West, a distance of 475.1916
Thence South 69-37-52 West, a distance of 541.7496
Thence North 73-56-54 West, a distance of 453.4280
Thence North 48-34-43 West, a distance of 532.4290
Thence North 28-23-07 West, a distance of 398.6121
Thence North 54-35-53 West, a distance of 426.4777
Thence North 16-41-42 West, a distance of 237.5764
Thence North 12-06-59 West, a distance of 322.1772
Thence North 33-16-47 West, a distance of 251.7194
Thence North 60-46-31 West, a distance of 398.7569
Thence North 40-31-06 West, a distance of 346.7031
Thence North 29-18-46 West, a distance of 281.6207
Thence North 31-34-49 West, a distance of 329.6291
Thence North 65-37-55 West, a distance of 344.1602
Thence North 33-16-48 West, a distance of 314.8173
Thence North 40-10-53 West, a distance of 160.9938
Thence South 48-09-08 West, a distance of 259.5913
Thence South 05-10-56 West, a distance of 210.3598
Thence South 01-52-06 East, a distance of 437.1073
Thence South 17-14-28 East, a distance of 403.1796
Thence South 16-17-52 East, a distance of 546.9801
Thence South 17-24-29 East, a distance of 513.9131
Thence South 44-35-54 East, a distance of 296.2405
Thence South 40-10-11 East, a distance of 322.2593
Thence South 35-07-29 East, a distance of 300.4644
Thence South 31-25-13 East, a distance of 596.0948
Thence South 27-28-50 East, a distance of 335.9003
Thence South 04-21-44 East, a distance of 210.3594
Thence South 42-01-35 West, a distance of 210.4263
Thence South 45-23-50 West, a distance of 197.5089
Thence South 52-08-16 West, a distance of 422.9006
Thence South 45-24-36 West, a distance of 469.3541
Thence South 70-25-56 West, a distance of 408.8638
Thence South 66-59-15 West, a distance of 571.0711
Thence South 33-18-10 West, a distance of 353.7851
Thence South 37-17-32 West, a distance of 349.2845
Thence South 49-29-46 West, a distance of 346.7099
Thence South 65-13-51 West, a distance of 328.1924
Thence South 55-43-12 West, a distance of 276.0820
Thence South 59-26-46 West, a distance of 407.4482
Thence South 55-41-57 West, a distance of 385.3996
Thence South 74-49-34 West, a distance of 746.6568
Thence South 88-29-17 West, a distance of 502.1748

Exhibit G – Description of the Water Management Plan Area

Thence North 70-28-56 West, a distance of 460.1936
Thence North 69-36-20 West, a distance of 783.2207
Thence North 43-33-28 West, a distance of 939.4676
Thence North 43-33-19 West, a distance of 1036.0201
Thence North 40-54-46 West, a distance of 2583.7541
Thence North 31-11-35 West, a distance of 1531.8376
Thence North 29-04-17 West, a distance of 883.9252
Thence North 09-00-43 East, a distance of 1454.7700
Thence North 54-11-24 West, a distance of 779.7834
Thence North 87-31-53 West, a distance of 468.6850
Thence North 57-43-25 West, a distance of 728.5775
Thence North 45-11-13 West, a distance of 1123.8200
Thence North 42-28-03 West, a distance of 639.0971
Thence North 44-35-23 West, a distance of 993.5551
Thence North 53-37-20 West, a distance of 1053.8761
Thence North 45-08-03 West, a distance of 1265.5924
Thence North 59-09-53 West, a distance of 2532.3330
Thence North 47-35-59 West, a distance of 2350.0134
Thence North 58-27-25 West, a distance of 2060.8752
Thence North 66-50-08 West, a distance of 1174.2981
Thence North 63-57-03 West, a distance of 968.6480
Thence North 63-00-31 West, a distance of 390.6801
Thence North 70-40-49 West, a distance of 646.2686
Thence North 40-55-19 West, a distance of 581.6539
Thence North 34-57-19 West, a distance of 664.1211
Thence North 29-30-50 West, a distance of 665.0486
Thence North 40-11-42 West, a distance of 644.1840
Thence North 32-41-45 West, a distance of 479.4718
Thence North 31-47-25 West, a distance of 557.3641
Thence North 35-29-16 West, a distance of 625.5074
Thence North 57-26-41 West, a distance of 722.0837
Thence North 56-11-52 West, a distance of 920.3187
Thence North 52-01-01 West, a distance of 859.5622
Thence North 43-09-18 West, a distance of 988.3405
Thence North 48-19-27 West, a distance of 1138.6784
Thence North 49-20-55 West, a distance of 892.3305
Thence North 61-42-59 West, a distance of 128.6036
Thence North 61-46-06 West, a distance of 582.4067
Thence North 38-45-39 West, a distance of 608.3563
Thence North 57-50-10 West, a distance of 431.4674
Thence North 54-15-44 West, a distance of 513.7375
Thence North 47-06-09 West, a distance of 284.2715
Thence North 61-17-55 West, a distance of 257.9420
Thence North 69-55-30 West, a distance of 259.6503
Thence North 82-28-31 West, a distance of 422.3874
Thence North 76-33-36 West, a distance of 233.1347
Thence North 73-00-13 West, a distance of 856.5357
Thence North 30-02-19 West, a distance of 344.5967
Thence North 32-29-37 West, a distance of 707.3623
Thence North 37-17-46 West, a distance of 485.6130
Thence North 24-21-08 West, a distance of 500.1906
Thence North 19-14-31 West, a distance of 519.2580
Thence North 09-53-20 East, a distance of 212.5327
Thence North 00-24-37 East, a distance of 296.8196
Thence North 38-14-00 West, a distance of 335.6954
Thence North 89-35-24 West, a distance of 192.1299

Exhibit G – Description of the Water Management Plan Area

Thence North 89-35-24 West, a distance of 209.6304
Thence North 55-06-11 West, a distance of 339.1010
Thence North 16-16-08 West, a distance of 182.4945
Thence North 34-35-39 West, a distance of 213.1185
Thence North 64-49-05 West, a distance of 250.1489
Thence North 70-17-53 West, a distance of 370.0374
Thence North 44-34-57 West, a distance of 345.8289
Thence North 16-18-05 West, a distance of 364.7246
Thence North 29-57-57 West, a distance of 587.1073
Thence North 16-16-28 West, a distance of 182.4350
Thence North 38-34-12 East, a distance of 310.9619
Thence North 26-58-53 East, a distance of 507.7685
Thence North 26-02-10 East, a distance of 484.4089
Thence North 28-30-44 East, a distance of 296.9540
Thence North 09-08-31 East, a distance of 229.7301
Thence North 06-25-49 East, a distance of 333.7245
Thence North 09-22-35 East, a distance of 336.0530
Thence North 04-13-57 East, a distance of 262.5279
Thence North 31-34-44 West, a distance of 164.7022
Thence South 45-26-05 West, a distance of 98.9540
Thence South 50-38-19 West, a distance of 136.2910
Thence South 31-20-58 West, a distance of 203.7449
Thence South 20-23-24 West, a distance of 204.5015
Thence South 37-18-31 West, a distance of 174.6797
Thence South 35-56-42 West, a distance of 300.4641
Thence South 30-10-36 West, a distance of 281.7456
Thence South 19-50-56 West, a distance of 314.7618
Thence South 10-42-47 West, a distance of 390.6845
Thence South 56-43-54 West, a distance of 251.9103
Thence South 62-31-10 West, a distance of 335.9003
Thence North 83-15-45 West, a distance of 316.4353
Thence South 67-46-15 West, a distance of 226.9957
Thence South 84-04-56 West, a distance of 316.4363
Thence North 80-51-20 West, a distance of 229.6689
Thence North 66-23-39 West, a distance of 398.4678
Thence North 66-22-50 West, a distance of 665.7744
Thence North 40-11-08 West, a distance of 805.0972
Thence North 55-01-37 West, a distance of 954.6359
Thence North 44-35-45 West, a distance of 419.8105
Thence North 59-05-55 West, a distance of 344.5304
Thence North 42-58-24 West, a distance of 432.4011
Thence North 50-05-14 West, a distance of 384.7675
Thence North 63-02-07 West, a distance of 312.4699
Thence North 64-14-47 West, a distance of 367.0874
Thence South 17-59-39 East, a distance of 110.4651
Thence South 35-50-56 East, a distance of 324.8520
Thence South 32-28-58 East, a distance of 353.7862
Thence South 31-35-51 East, a distance of 329.4689
Thence South 44-35-03 East, a distance of 420.0770
Thence South 41-51-46 East, a distance of 519.2197
Thence South 13-37-56 East, a distance of 287.9879
Thence South 09-35-21 East, a distance of 301.6528
Thence South 05-18-52 East, a distance of 175.4412
Thence South 27-00-57 West, a distance of 117.2299
Thence South 49-48-06 West, a distance of 161.0338
Thence North 89-35-23 West, a distance of 157.1290

Exhibit G – Description of the Water Management Plan Area

Thence North 72-13-07 West, a distance of 292.8656
Thence North 38-14-40 West, a distance of 223.5397
Thence North 49-21-21 West, a distance of 1487.2756
Thence North 50-30-26 West, a distance of 154.9607
Thence South 53-10-59 West, a distance of 150.5821
Thence South 54-44-21 West, a distance of 1005.8733
Thence South 55-06-24 West, a distance of 6992.3760
Thence South 54-09-37 West, a distance of 1051.0319
to the True Point of Beginning.

Perimeter: 551741.8300

Area: 2495992473.0343 57300.1027 acres

Mapcheck Closure - (Uses listed courses & COGO Units)

Error of Closure: 0.02737 Thence South 68-46-44 W

Precision 1: 20161685.12

Exhibit H – Judgment and Decree

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOBOBA BAND OF LUISEÑO
INDIANS, a federally recognized
Indian tribe,

Plaintiff,

v.

METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA, a California
metropolitan water district; LAKE
HEMET MUNICIPAL WATER
DISTRICT, a California water
district; the UNITED STATES OF
AMERICA for the benefit of the
Soboba Band of Luiseño Indians,

Defendants,

v.

EASTERN MUNICIPAL WATER
DISTRICT, a California water
district,

Third-Party Defendant.

Case No. 00-04208 GAF (MANx)
Judge: Honorable Gary A. Feess

STIPULATED JUDGMENT

JUDGMENT AND DECREE

1 The Court has considered the Settlement Agreement dated _____, 2004,
2 which permanently resolves the claims of the Soboba Band of Luiseño Indians,
3 (hereinafter “Soboba Tribe”) and the United States appearing for the benefit of the
4 Soboba Tribe for alleged infringement of its water rights in the San Jacinto River
5 and the Canyon Sub-basin and Intake portion of the Upper Pressure Sub-basin
6 associated therewith (collectively “Basin”) in Riverside County, California, and for
7 damages related to historical interference with the Soboba Tribe’s rights and
8 unauthorized use of its water. A copy of the Settlement Agreement is attached as
9 Exhibit 1 to the Stipulation and Request for Entry of Judgment and Decree.

10 After consideration of the pleadings and papers filed in this action, the
11 evidence presented by the Parties, and the Stipulation and Request for Entry of
12 Judgment and Decree, it is hereby ORDERED, ADJUDGED AND DECREED:

13
14 1. The Settlement Agreement is hereby approved in its entirety, and this
15 Judgment and Decree incorporates the definitions set forth therein. When used in
16 this Judgment and Decree, the term “United States” shall mean the United States of
17 America acting on behalf of the Soboba Tribe, and in no other capacity except as
18 specifically otherwise provided herein.

19
20 2. The Soboba Tribe shall have the right to waters beneath the Soboba Indian
21 Reservation, which shall be held in trust by the United States for the benefit of the
22 Soboba Tribe, as follows:

23 A. The prior and paramount right, superior to all others, to pump 9,000
24 AFA from the Basin for any use on the Reservation and lands now owned or
25 hereafter acquired by the Soboba Tribe contiguous to the Reservation or within the
26 Basin.

27 B. The Soboba Tribe’s right to pump a total of 9,000 AFA from the
28

Basin is without regard to whether the water was naturally or artificially recharged.

1 C. In the event the Soboba Tribe is unable, except for mechanical failure
2 of its wells, pumps or water facilities, to produce from its existing wells or
3 equivalent replacements up to 3,000 AFA production from the Canyon Sub-basin
4 and the remainder of its Tribal Water Right from the Intake Sub-basin, Eastern
5 Municipal Water District and Lake Hemet Municipal Water District (“the Local
6 Districts”) shall deliver any shortage to the Soboba Tribe. Any shortage shall be
7 delivered at such locations as the Soboba Tribe and the Local Districts may agree,
8 or if there is no agreement, at the wellheads where the shortage occurred. Such
9 water may be supplied from Local District wells in either the Canyon or Intake
10 Sub-basins, or from other sources. For any water delivered pursuant to this
11 paragraph, the Soboba Tribe shall pay an acre-foot charge equal to its then current
12 cost of production, and any avoided cost of treatment, from the wells where the
13 shortage occurred, assuming pumping lifts equal to the Soboba Tribe’s averages in
14 the respective Sub-basins over the preceding ten years.

15
16 3. Beginning on the Effective Date of the Settlement Agreement, the Soboba
17 Tribe’s right to pump groundwater in the exercise of its Tribal Water Right shall be
18 subject to the following provisions:

19 A. The Soboba Tribe agrees to limit its exercise of the Tribal Water
20 Right to 4,100 acre-feet annually, for a period of fifty (50) years commencing with
21 the Effective Date of the Settlement Agreement, according to the schedule set forth
22 in Exhibit F of the Settlement Agreement. Should the Soboba Tribe during that
23 period identify a need for water in addition to the Schedule set forth in Exhibit F,
24 the Soboba Tribe shall have the right to purchase water from the Water
25 Management Plan at the rate then being charged to the Water Management Plan’s
26 municipal producers.

27 B. Any use of the Tribal Water Right by an individual member of the
28

Soboba Tribe shall be satisfied out of the water resources provided to the Soboba Tribe in the Settlement Agreement and this Judgment and Decree.

4. The foregoing rights are in full satisfaction of all of the Soboba Tribe's claims as provided in Article 5 of the Settlement Agreement.

5. This Court retains jurisdiction over this matter and the Parties for the limited and sole purpose of interpretation and enforcement of this Judgment and Decree and the Settlement Agreement.

6. The Action shall be transferred to the United States District Court, Central District of California, Eastern Division.

7. Except as may be included in the payments contemplated by the Settlement Agreement, no Party shall recover any attorney's fees or costs from any other Party.

8. The Parties have waived their rights to appeal, and therefore, this Judgment and Decree shall become final and nonappealable as of the date it is entered. This Judgment and Decree shall become enforceable as of the date the United States Secretary of the Interior causes to be published in the Federal Register a statement of findings that all actions necessary to make the settlement effective have been completed, as required by Section 10 of the Soboba Band of Luiseño Indians Settlement Act, Public Law _____.

Dated: _____, 200_ _____
United States District Court Judge

Exhibit I – Soboba Tribe’s Water Development Schedule

SETTLEMENT YEARS (FROM EFFECTIVE DATE)	MAXIMUM TRIBAL USAGE (AFA)
1 – 5	2900
6 – 10	3215
11 – 15	3520
16 – 20	3825
21 – 25	4010
26 – 30	4020
31 – 35	4025
36 – 40	4040
41 – 45	4075
46 – 50	4100

Exhibit J – Description of EMWD Property

Parcel 1:

The North half of the Northwest quarter of Section 34 in Township 5 South, Range 2 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof;

Excepting therefrom the Westerly 30 feet for road purposes as conveyed to the County of Riverside, by Deed recorded November 13, 1929 in Book 722 page 447 of Deeds, Riverside County Records;

Also excepting therefrom that portion conveyed to the County of Riverside, for road purposes, by Deed filed for record January 18, 1949 as Instrument No. 1917, Official Records.

Also except that portion conveyed to Riverside County Flood Control and Water Conservation District by Grant Deed recorded May 13, 1987 as Instrument No. 133741, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California, a public corporation, by Grant Deed recorded July 22, 1994 as Instrument No. 291698, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California by Grant Deed recorded July 22, 1994 as Instrument No. 291699, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California, a public corporation by Grant Deed recorded January 30, 1997 as Instrument No. 32920, Official Records.

Parcel 2:

The South half of the Northwest quarter of Section 34, Township 5 South, Range 2 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

Except that portion conveyed to the County of Riverside, by deed recorded April 26, 1949 in Book 1071, Page 392, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California, a public corporation, by Grant Deed recorded July 22, 1994 as Instrument No. 291698, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California, a public corporation by Grant Deed recorded January 30, 1997 as Instrument No. 32920, Official Records.

Also except that portion conveyed to the Metropolitan Water District of Southern California, a public corporation, by Grant Deed recorded May 5, 1997 as Instrument No. 154365, Official Records.

Exhibit K - Description of MWD Property

DRAFT

EXHIBIT A

Diamond Valley Lake
144-1-649C
Grant Deed
MWD to
The Soboba Band of Luiseno Indians

That parcel of land conveyed to The Metropolitan Water District of Southern California by Grant Deed recorded April 25, 1996 as Instrument No. 149322 Official Records of Riverside County, California, lying within the west half of the northeast quarter of Section 34, Township 5 South, Range 2 West San Bernardino Meridian, as shown on Record of Survey filed in Book 104, pages 62 through 76, inclusive, Records of Survey of said County.

EXCEPTING therefrom that portion lying southerly of the northerly line of that certain parcel conveyed to the County of Riverside by Grant Deed recorded November 21, 1999 as Document No. 1999-463789 Official Records of said County.

ALSO EXCEPTING therefrom that portion lying northerly of the southerly line of that certain parcel conveyed to the Riverside County Flood Control and Water Conservation District by Document No. 1999-441419, recorded October 4, 1999, Official Records of said County

Containing 21.718 acres, more or less.

All as shown on EXHIBIT "B" attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION

~~**DRAFT**~~

Date _____

EXHIBIT B

W1/2NE1/4, SEC. 34, T5S, R2W, SBM,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

144-1-649A
GRANT DEED
TO RIVERSIDE COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT
O.R. DOC. # 1999-441419, 10-04-1999

144-1-649B
GRANT DEED
TO COUNTY OF RIVERSIDE
O.R. DOC. # 1999-483789, 10-21-1999

144-1-649
MWD FEE PARCEL
O.R. INST. # 149322
4-25-1986

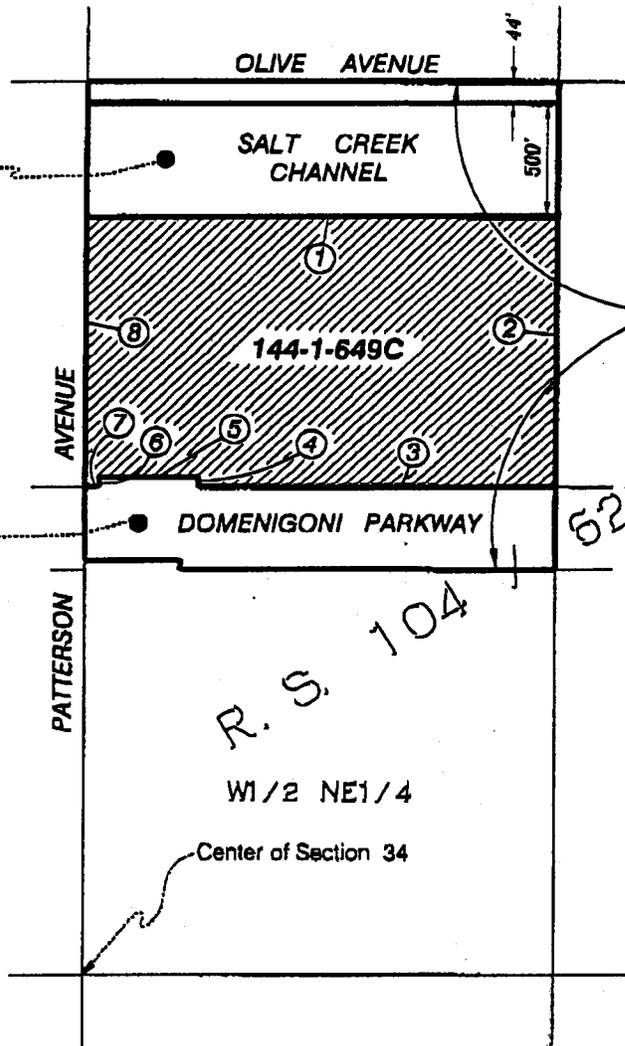
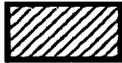
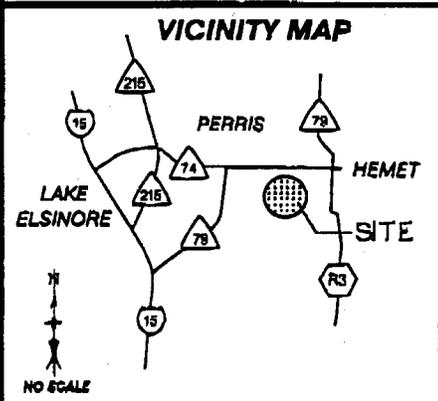


TABLE		
1	N89°49'11"E	1329.57'
2	S00°07'08"E	723.98'
3	N89°39'24"W	997.55'
4	N00°20'36"E	30.00'
5	N89°39'24"W	309.45'
6	S00°03'43"W	30.00'
7	N89°39'24"W	25.00'
8	N00°03'43"E	711.82'

LEGEND

 = 144-1-649C
GRANT DEED
21.718 ACRES.



PREPARED UNDER
MY SUPERVISION

DRAFT

DATE _____

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

DIAMOND VALLEY LAKE PROJECT

GRANT DEED

MWD

TO

THE SOBOBA BAND OF LUISENO INDIANS

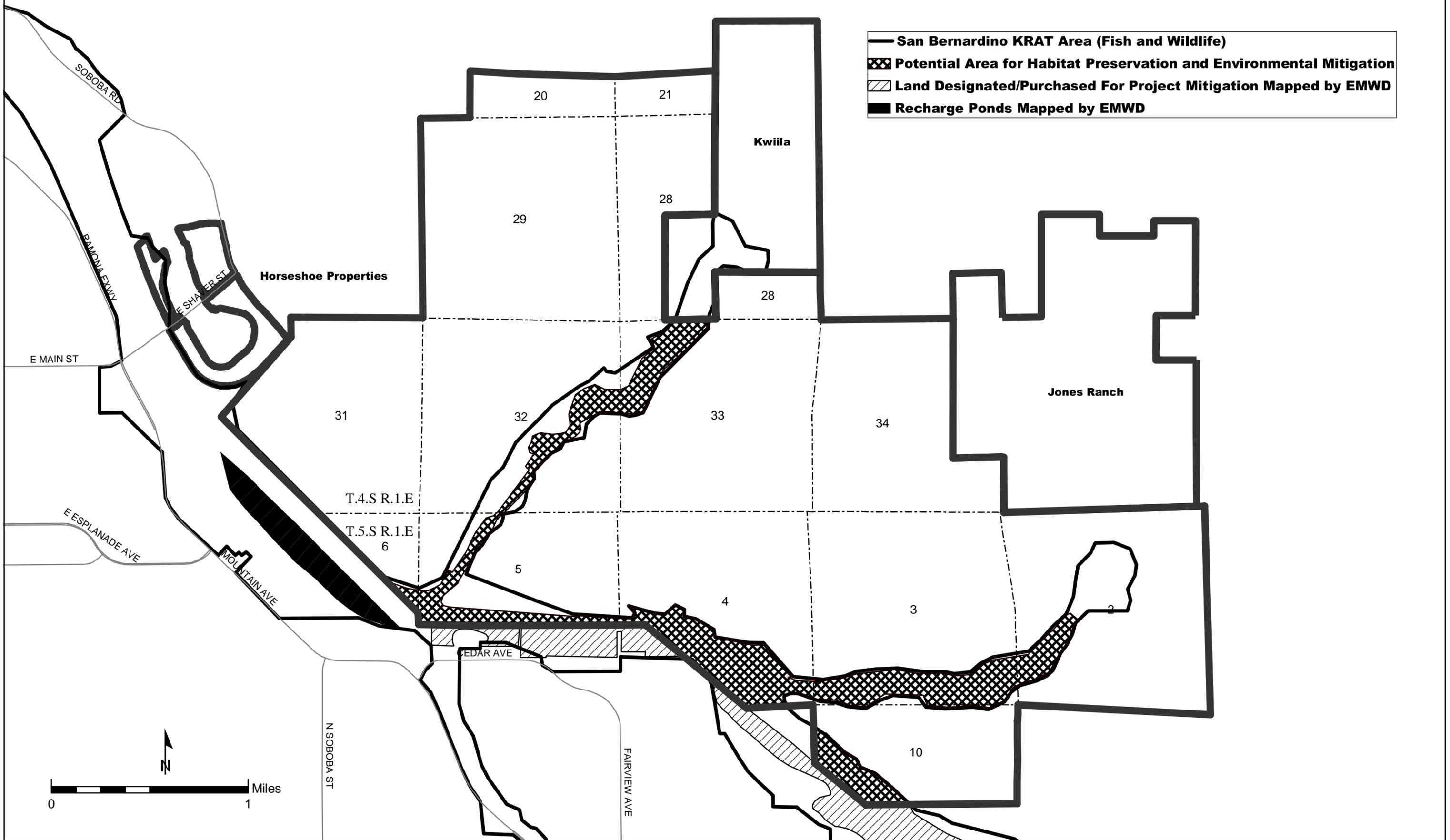
144-1-649C

Exhibit L – Description of LHMWD Property

Portions of Lots 3, 4 and 5 of Fairview Tract, as shown on the plat in San Diego Map Book 006, page 307, in Riverside County, California, comprising 11.57 acres more or less.

Exhibit M - Map of Potential Soboba Reservation Lands for Habitat Preservation and /or Environmental Mitigation

-  **San Bernardino KRAT Area (Fish and Wildlife)**
-  **Potential Area for Habitat Preservation and Environmental Mitigation**
-  **Land Designated/Purchased For Project Mitigation Mapped by EMWD**
-  **Recharge Ponds Mapped by EMWD**



DRAFT

Attorneys for _____

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district,

Plaintiff,

v.

LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district;
CITY OF HEMET, a California municipal corporation;
CITY OF SAN JACINTO, a California municipal corporation;
_____, an individual;
_____, an individual;
_____, an individual;
_____, an individual,

Defendants.

Case No.
Judge:

STIPULATED JUDGMENT

Action Filed: _____, 200_
Trial Date: Stipulation

1 FINDINGS

2
3 After consideration of the pleadings and the Stipulation for Entry of
4 Judgment, the Court finds that:

5
6 1. Complaint. On _____, 200_, Plaintiff Eastern Municipal Water
7 District ("Eastern") filed a Complaint against Defendants Lake Hemet Municipal
8 Water District ("Lake Hemet"), City of Hemet ("Hemet"), City of San Jacinto ("San
9 Jacinto"), _____, _____, _____. The Complaint requests a
10 declaration of Plaintiff's and Defendants' individual and collective rights to surface
11 water and groundwater in the Canyon Sub-basin, the San Jacinto Upper Pressure
12 Sub-basin downstream to Bridge Street, and the Hemet Basin ("Management
13 Area") and the imposition of a physical solution to achieve the optimum,
14 reasonable, beneficial use of the waters of the Management Area pursuant to
15 Section 2 of Article X of the California Constitution. A map describing the
16 boundaries of the Management Area is attached to this Judgment as Exhibit A and
17 to the Complaint.

18
19 2. Parties.

20
21 A. Eastern. Eastern is a California municipal water district formed
22 pursuant to the Municipal Water District Law, California Water Code Sections
23 71000-73001 (West 1966), with its principal place of business in Riverside County,
24 California. Eastern diverts surface water from the San Jacinto River, and pumps
25 groundwater from the Management Area for use by its customers within its
26 boundaries.

1 B. Lake Hemet. Lake Hemet is a California municipal water
2 district formed pursuant to the Municipal Water District Law, California Water
3 Code Sections 71000-73001 (West 1966), with its principal place of business in
4 Riverside County, California. Lake Hemet diverts surface water from the Santa
5 Jacinto River and its tributaries, and pumps groundwater from the Management
6 Area for use by its customers within its boundaries.

7
8 C. Hemet. Hemet is a California municipal corporation providing
9 utility services pursuant to the California Constitution, Article XI, Section 9.
10 Hemet pumps groundwater from the Management Area for use by its customers
11 within its boundaries.

12
13 D. San Jacinto. San Jacinto is a California municipal corporation
14 providing utility services pursuant to the California Constitution, Article XI,
15 Section 9. San Jacinto pumps groundwater from the Management Area for use by
16 its customers within its boundaries.

17
18 E. _____, _____, _____, _____ and _____ are
19 persons who own farms or other property within the Management Area, and pump
20 groundwater from the Management Area.

21
22 3. Answers and Stipulation for Judgment. On _____, 200_,
23 Defendants filed Answers. On _____, 200_, the Parties filed a Stipulation
24 for Entry of Judgment.

25
26 4. Sole Producers. Other than the Soboba Band of Luiseno Indians, and
27 certain overlying users not parties to this litigation, the parties claim essentially all
28 of the rights to produce surface water and groundwater in the Management Area.

1 5. Importance of Surface Water and Groundwater. Surface water and
2 groundwater from the Management Area are important water supplies for
3 agriculture, domestic and municipal use. The Parties have a mutual and collective
4 interest in the coordinated management of such water resources to ensure that the
5 common resource is used efficiently and reasonably, and that it is sustained and
6 replenished.

7
8 6. Overdraft. It is estimated that the overdraft of the Management Area is
9 at least 10,000 acre-feet per year. This estimate will be refined through further
10 studies to be completed pursuant to the Water Management Plan, including data on
11 the several sub-basins within the Management Area. Studies confirm that in recent
12 years the total production from the Management Area, including pumping by those
13 persons not parties to this litigation, has averaged approximately 63,800 acre-feet
14 per year.

15
16 7. Importance of Judgment. The Parties have an interest in the physical
17 solution imposed by this Judgment to promote the efficient and coordinated
18 management of surface water and groundwater, to avoid problems from overdraft,
19 to assist in protecting the rights of the Soboba Band of Luiseno Indians, to sustain
20 and enhance water resources, and to resolve competing claims to surface water and
21 groundwater.

22
23 8. Jurisdiction. This Court has jurisdiction to enter this Judgment
24 declaring and adjudicating the rights of the Parties to the reasonable and beneficial
25 use of surface water and groundwater in the Management Area, and to impose a
26 physical solution pursuant to law, including California Constitution, Article X,
27 Section 2.

1 1.6 Base Production Right – the water right of a Public Agency or
2 Class B Participant as set forth in the attached Exhibit "C."

3
4 1.7 Carry-Over Credit – a Party's credit against the Replenishment
5 Assessment in a Fiscal Year, based on the Party's Adjusted Production Right or
6 share of Imported Water not produced in prior calendar years.

7
8 1.8 Class A Participant – a Private Pumper who stipulates to this
9 Judgment and participates in the Water Management Plan as defined in Sections
10 4.3 to 4.3.5.

11
12 1.9 Class B Participant – a Private Pumper who stipulates to this
13 Judgment and participates in the Water Management Plan as defined in Sections
14 4.4 to 4.4.6.

15
16 1.10 Fiscal Year – the period from July 1 through June 30 of the
17 following calendar year.

18
19 1.11 Fruitvale Documents –

20
21 (a) Fruitvale Judgment – The Judgment and Decree entered
22 in the Superior Court for the County of Riverside on June 4, 1954, in an action
23 titled The City of San Jacinto, et al. v. Fruitvale Mutual Water Company, et al.,
24 Case No. 51-546;

25
26 (b) Fruitvale Mutual Water Company Sale of Assets to
27 Eastern – That certain "Agreement for the Sale of Assets of the Fruitvale Mutual
28 Water Company to Eastern Municipal Water District" dated September 10, 1971;

1 (c) Fruitvale Mutual Water Company Agency Agreements –
2 The Agreement Between the City of San Jacinto and Eastern Municipal Water
3 District dated June 15, 1972, the Agreement Between Lake Hemet Municipal Water
4 District and Eastern Municipal Water District dated June 9, 1972, and the
5 Agreement Between the City of Hemet and Eastern Municipal Water District dated
6 June 13, 1972, all providing for recognition of ownership of stock in Fruitvale
7 Mutual Water Company by the Cities and by Lake Hemet, and making provision
8 for the continued sale of water produced through the Fruitvale facilities by Eastern
9 to the Cities and to Lake Hemet.

10
11 1.12 Groundwater – all water within and beneath the ground
12 surface of the Management Area.

13
14 1.13 Imported Water – An average of 7,500 acre feet annually of
15 water sold by The Metropolitan Water District of Southern California to Eastern
16 pursuant to Section 4.4 of the Soboba Band of Luiseño Indians “Settlement
17 Agreement.”

18
19 1.14 Management Area –the Canyon Sub-basin, the San Jacinto
20 Upper Pressure Sub-basin downstream to Bridge Street, and the Hemet Basin, as
21 delineated on the map attached as Exhibit "A."

22
23 1.15 Metropolitan – The Metropolitan Water District of Southern
24 California.

25
26 1.16 Natural Recharge – Groundwater replenishment within the
27 Management Area occurring from precipitation on the surface, percolation from
28 surface flows of the San Jacinto River and its tributaries, return flows from

1 irrigation, artificial spreading or injection of such surface flows, and subsurface
2 inflows.

3
4 1.17 Non-Participant – a Private Pumper who elects not to
5 participate in the Management Plan, or to be a party to this Judgment.

6
7 1.18 Overdraft – a condition whereby pumping in the Management
8 Area exceeds the Safe Yield thereof.

9
10 1.19 Overlying Right – the appurtenant right of an owner of land
11 overlying the Management Area to pump water from such land for beneficial use
12 thereon.

13
14 1.20 Party or Parties – Eastern, Lake Hemet, Hemet, San Jacinto
15 and the other Persons listed in the attached Exhibit "B."

16
17 1.21 Person – any individual, partnership, association, corporation,
18 trust, government agency or other organization.

19
20 1.22 Physical Solution – the Court decreed method of managing
21 the water supply of the Management Area to maximize the reasonable and
22 beneficial use of the waters thereof pursuant to the California Constitution,
23 Article X, Section 2, to eliminate overdraft pursuant to the provisions of this
24 Judgment, to protect the prior rights of the Soboba Tribe, and to provide for the
25 substantial enjoyment of all water rights recognizing their priorities.

1 1.23 Private Pumper – a Person who owns land with an Overlying
2 Right or other right in the Management Area and pumps more than 25 acre-feet
3 per year.

4
5 1.24 Public Agency or Agencies – Eastern, Lake Hemet, Hemet
6 and San Jacinto.

7
8 1.25 Recharge or Replenish – to sink, spread or inject water
9 directly or indirectly underground in the Management Area.

10
11 1.26 Recharge Right – a Party's right to the use of Recharge Water.

12
13 1.27 Recharge Water – water used for Recharge.

14
15 1.28 Recycled Water – treated wastewater which is processed and
16 suitable for controlled use in the Management Area, including Recharge.

17
18 1.29 Replenishment Assessment – an acre-foot charge to be levied
19 against each Public Agency for water pumped in excess of the sum of its
20 respective Adjusted Production Right, its share of Imported Water, and applicable
21 Carry-Over Credits; and against each Class B Participant for pumping in excess
22 of its 1995-99 average production, i.e., its Base Production Right. Such
23 assessments shall be determined by the Watermaster to be used for
24 Replenishment Expenses.

25
26 1.30 Replenishment Expenses – Watermaster expenses for the
27 acquisition of Supplemental Water supplies, for land, and for the construction,
28 maintenance and operation of facilities necessary to replenish groundwater in the

1 Management Area, or otherwise to provide water to producers within the
2 Management Area.

3
4 1.31 Safe Yield – the long term, average quantity of water supply
5 in the Management Area that can be pumped without causing undesirable results,
6 including the gradual reduction of natural groundwater in storage over long-term
7 hydrologic cycles.

8
9 1.32 Settlement Agreement – that Agreement titled “The Soboba
10 Band of Luiseño Indians Settlement Agreement” among the Soboba Tribe, the
11 United States, as Trustee for the Tribe, Eastern Municipal Water District, Lake
12 Hemet Municipal Water District, and The Metropolitan Water District of
13 Southern California.

14
15 1.33 Soboba Tribe (sometimes the “Tribe”) – the Soboba Band of
16 Luiseno Indians.

17
18 1.34 Soboba Action – the lawsuit entitled Soboba Band of Mission
19 Indians, etc., v. Metropolitan, etc., et al, U.S. District Court, Central District of
20 California, Case No. 00-84208 GAF (MANx).

21
22 1.35 Storage Agreement – an agreement between Watermaster and
23 a Party to store Supplemental Water by sinking, spreading, injecting or in-lieu
24 procedures in the Management Area, and subsequently to recover such water,
25 without payment of Replenishment Assessments.

26
27 1.36 Storage Right – a Party's right to store and pump
28 Supplemental Water pursuant to a Storage Agreement.

1 1.37 Stored Water – Supplemental Water stored by a Party
2 pursuant to a Storage Agreement.

3
4 1.38 Surface Water – all water tributary to the Management Area
5 and flowing above the ground surface.

6
7 1.39 Supplemental Water – nontributary water imported into the
8 Management Area, including Imported Water and Recycled Water, and in-lieu
9 programs that reduce groundwater pumping.

10
11 1.40 Transfer – a temporary or permanent conveyance, assignment,
12 sale, contract or lease of part or all of a Party's Adjusted Production Right, Carry-
13 Over Credit, Storage Right or Recharge Right to any other Party, or a temporary
14 assignment, contract, lease or sale of part of the Soboba Tribe's quantified water
15 right.

16
17 1.41 Tribal Water Rights – the Soboba Tribe's rights to water set
18 forth in Section 4.1 of the Settlement Agreement and Section 5 of this Stipulated
19 Judgment.

20
21 1.42 Tunnel – the San Jacinto Tunnel in Riverside County,
22 California, constructed by Metropolitan in the 1930s.

23
24 1.43 Watermaster – the Board with the powers and duties defined
25 in Section 9.

26
27 1.44 Water Management Plan (sometimes the "Plan") – the Plan
28 adopted by the Watermaster, as it may be modified from time to time, to

1 implement the Physical Solution, to ensure an adequate and reliable source of
2 future water supply for the Management Area, and to protect the prior rights of
3 the Soboba Tribe.

4
5 2. EXHIBITS.

6
7 The following exhibits are attached to this Judgment and incorporated in it:

8
9 "A." Map of the Management Area and the Management Area Watershed.

10
11 "B." List of Parties to this Judgment.

12
13 "C." Description of each Public Agency's and Class B Participant's Base
14 Production Right.

15
16 3. PUBLIC AGENCIES' WATER RIGHTS.

17
18 3.1 Base Production Right. The Public Agencies are owners of
19 rights to pump groundwater from the Management Area as set forth in Exhibit
20 "C." These rights are for a calendar year and were calculated as follows:

21
22 3.1.1 The Base Production Right of Eastern is based upon its
23 respective average pumping for calendar years 1995-1999, less an adjustment of
24 1800 acre-feet for seepage from Metropolitan's San Jacinto tunnel, and for use of
25 Fruitvale water. The 1995-1999 period was chosen to reflect recent production
26 prior to the commencement of negotiations leading to this Stipulated Judgment.

1 3.1.2 The Base Production Right of Lake Hemet is based on
2 its average production for calendar years 1995-1999.

3
4 3.1.3 The Base Production Right of Hemet is based on its
5 average production for calendar years 1995-99, plus an adjustment of 900 acre feet
6 per year.

7
8 3.1.4 The Base Production Right of San Jacinto is based upon
9 its average Production for calendar years 1995-1999, plus 500 acre-feet per year,
10 and plus an adjustment of 900 acre feet per year. The 500 acre-feet per year has
11 been added because San Jacinto's recent pumping does not reflect its historic
12 production, due to water purchases and other factors.

13
14 3.1.5 The Base Production Rights of Hemet and San Jacinto
15 each include 900 acre-feet per year that have been added to their respective
16 amounts of pumping for calendar years 1995-1999. These amounts have been
17 added to provide Hemet and San Jacinto a fair share of water from, and to resolve
18 disputes regarding, Eastern's use of tunnel seepage, Eastern's use of Fruitvale
19 waters, and Lake Hemet's surface stream diversions. These additional amounts of
20 900 acre-feet per year shall be treated as the first amounts pumped by Hemet and
21 San Jacinto, shall not be subject to reduction by the Watermaster as provided in
22 Sections 3.2 to 3.2.2, and shall not be subject to any Administrative or
23 Replenishment Assessments as provided in Sections 3.3 to 3.3.2, or to any other fee
24 or charge imposed under the Management Plan.

25
26 3.2 Adjusted Production Rights. It is the goal of the Physical
27 Solution to adjust Base Production Rights over time on a pro-rata basis to a level
28 consistent with the Watermaster's determination of Safe Yield. The reduction

1 will be based on periodic demand, hydrology, recharge, and the community's
2 ability to pay for Supplemental Water, and protection of the Tribal Water Rights.
3 In order to implement this reduction in a phased manner, each Public Agency's
4 Base Production Right shall be subject to adjustment as follows:

5
6 3.2.1 Subject to Section 3.1.5, a 10% reduction from each
7 Base Production Right in the first full year after entry of this Judgment.

8
9 3.2.2 Until Adjusted Production Rights are consistent with the
10 Public Agencies' share of Safe Yield, Watermaster shall determine the required
11 reductions in Adjusted Production Rights in each subsequent year to achieve Safe
12 Yield within a reasonable period of time as determined by the Watermaster,
13 considering the extent of the overdraft, the economic impact on the Parties bound
14 by this Judgment, and other relevant factors. The goal is to achieve Safe Yield over
15 a six (6) year period assuming an annual overdraft of 10,000 acre feet. In the event
16 the extent of the overdraft is greater or lesser than assumed, then the period of time
17 reasonably required to reach Safe Yield may be extended or reduced accordingly.
18 However, in no event shall any reduction be more than 10% of the Adjusted
19 Production Rights of the prior year.

20
21 3.2.3 A party may pump in excess of its Adjusted Production
22 Right, without any additional Replenishment Assessment, by an amount equal to its
23 share of the 7,500 acre feet of Imported Water that is not used by the Tribe. The
24 amount of the Tribe's unused portion of the 7,500 acre feet shall be determined
25 annually by the Watermaster. This provision shall apply only during such period as
26 Imported Water is provided pursuant to Section 5.2 hereof. Shares of unused
27 Imported Water shall be allotted in proportion to Base Production Rights, and shall
28 be acquired and paid for pursuant to contract with Eastern.

1 3.2.4 A Base Production Right of a Public Agency serving the
2 land of a Class B Participant shall be increased in an amount equal to such
3 Participant's Base Production Right, adjusted and reduced pursuant to Sections
4 3.2.1 and 3.2.2, when the Participant's land is converted from agricultural use to
5 water service from the Public Agency, pursuant to Section 4.4.3.

6
7 3.2.5 The Adjusted Production Rights of the Public Agencies
8 may be increased by the Watermaster on a prorata basis to the extent that pumping
9 by Class A participants, or pumping by persons not parties to this Judgment, may
10 decrease, and the Watermaster finds that achieving the goal of maintaining the
11 Management Area in a Safe Yield condition can still be met.

12
13 3.3 Public Agency Production Assessments. Public Agency
14 pumping shall be subject to the following assessments:

15
16 3.3.1 An Administrative Assessment as provided in Section
17 1.2 . The Administrative Assessment will be \$50.00 per acre-foot of water pumped
18 in the first full year after entry of this Judgment, and such amount thereafter will be
19 set by the Watermaster.

20
21 3.3.2 A Replenishment Assessment as provided in Section
22 1.29. Pumping by a Public Agency in excess of the sum of its Adjusted Production
23 Right, its share of Imported Water, and applicable Carry-Over Credits in order to
24 meet increasing demands is permissible, provided that such excess extractions shall
25 be subject to Replenishment Assessments.

26
27 3.4 Surface Rights. Eastern holds License Number 016667 from
28 the State Water Resources Control Board to divert, spread and recover surface

1 flows of the San Jacinto River within the Management Area. Lake Hemet holds
2 pre-1914 appropriative rights to divert and store surface flows in Lake Hemet,
3 and to divert surface flows tributary to but outside of the Management Area from
4 Strawberry Creek and from the North and South Forks of the San Jacinto River.
5 All Parties acknowledge such Eastern and Lake Hemet rights, and the fact that
6 they are not subject to any assessments under this Judgment; provided that any
7 water pumped by Eastern under its License shall be included in its Adjusted
8 Production Right.

9
10 3.5 Fruitvale Judgment, Sale of Assets, and Agreements. The
11 Court hereby finds that Eastern purchased all of the water rights and assets of the
12 Fruitvale Mutual Water Company (“Fruitvale”) pursuant to the Agreement
13 described in Section 1.11(b) hereof, and is now the owner thereof. Eastern, as the
14 successor in interest to Fruitvale, is also a defendant in the action described in
15 Section 1.11(a) hereof. The Court finds that the only other remaining party in
16 such action is the plaintiff City of San Jacinto. The Court retained continuing
17 jurisdiction in such action, and Eastern has made annual reports pursuant to the
18 Fruitvale Judgment. Pursuant to stipulation between Eastern and San Jacinto, and
19 in accord with the physical solution and terms of this Judgment, the Court hereby
20 finds that the rights and obligations of the Fruitvale Judgment have been
21 subsumed in, and superseded by, this Judgment and are no longer enforceable;
22 that the limitations upon the place and amounts of water use in the Fruitvale
23 Judgment, the sale Agreement, and the Agency Agreements described in Sections
24 1.11(a), (b), (c) are no longer applicable or enforceable; and that the continuing
25 jurisdiction of the Court under the Fruitvale Judgment, and the obligation of
26 Eastern to report thereunder, are hereby terminated; provided, however, that none
27 of the service area agreements included in the Fruitvale documents in Section
28

1 1.11, or any other agreements related to mutual aid, system interties, or service
2 areas, shall be affected by this Judgment.

3
4 3.6 Fruitvale Agency Rights. The water rights of Hemet, San
5 Jacinto and Lake Hemet under the several agreements with Eastern described in
6 Section 1.11(c) hereof have been incorporated in their respective Base Production
7 Rights under this Judgment.

8
9 4. PRIVATE PUMPERS' WATER RIGHTS

10
11 4.1 Recognition of Rights. The Private Pumpers are owners of
12 Overlying or other water rights to pump from the Management Area. The Public
13 Agencies recognize these rights, and do not intend to take or adversely impact
14 these rights without an agreement with the owner of such rights. There is no
15 intent to affect water use that is consistent with the historical use of the Private
16 Pumpers.

17
18 4.2 Non-Participation. A Private Pumper can elect not to
19 participate in the Water Management Plan and not to formally acknowledge its
20 existence. Such Pumpers are referred to as Non-Participants. Non-Participants
21 shall continue to exercise whatever water rights they may hold under California
22 law unaffected by the Plan. However, the Parties do not waive their rights to
23 challenge any new or expanded use of water or water rights. Non-Participants
24 will not have the option of intervening as a party under the Judgment at a later
25 date.

26
27 4.3 Class A Participation. A Private Pumper can stipulate to be a
28 party to the Judgment as a Class A Participant under the following terms:

1 4.3.1 A Class A Participant approves this Physical Solution
2 and may vote for and/or be elected to serve as the Private Pumper representative on
3 the Watermaster, but other than Section 4.3.4 shall not otherwise have any
4 obligation for the implementation of the Physical Solution or the Water
5 Management Plan.

6
7 4.3.2 A Class A Participant may, without any assessment by
8 the Watermaster, pump from the Participant's property within the Management
9 Area the amount of water that can be put to reasonable and beneficial use in the
10 Participant's historic place of use or as authorized under California law.

11
12 4.3.3 A Class A Participant shall have the right to convert to
13 Class B Participation during a grace period that shall end 3 years after the entry of
14 this Judgment, and upon payment of the total assessments, without interest, that the
15 Class A Participant would have paid had the Class A Participant elected to be a
16 Class B Participant from the outset.

17
18 4.3.4 A Class A Participant hereby authorizes the installation
19 of water meters, and the collection and reading of Groundwater production, level
20 and water quality data from the Class A Participant's well(s) by personnel
21 authorized by the Watermaster. The metering, meter reading, and other related
22 monitoring efforts shall be at no cost to the Class A Participant, and the Class A
23 Participant shall receive copies of the reports and information obtained upon
24 request.

25
26 4.3.5 The Stipulation signed by a Class A Participant shall
27 describe or otherwise identify the Participant's land and wells within the
28 Management Area. The heirs, successors and assigns of such land and wells shall

1 succeed to the benefits of the Participant's rights under the Judgment, and be bound
2 by the obligations thereof, provided that such successor intervenes as a party under
3 the Judgment. Absent such intervention, the successor will be treated as a Non-
4 Participant.

5
6 4.4 Class B Participation. A Private Pumper can stipulate to be or
7 intervene as a party under the Judgment as a Class B Participant on the following
8 terms:

9
10 4.4.1 A Class B Participant's annual pumping shall be limited
11 to average annual Production during the calendar years 1995 through 1999, less any
12 amount of water that had been used on land that was developed for non-agricultural
13 purposes after 1999, which is the Participant's Base Production Right. The Class B
14 Participant shall pay Replenishment Assessments on amounts in excess of its Base
15 Production Right. A Class B Participant shall not be subject to Administrative
16 Assessments, and until conversion to a Public Agency, such Base Production Right
17 shall not be subject to reduction to Safe Yield. In the absence of production history
18 for this period, the Watermaster, using all available information including power
19 consumption records and records of water use by similar farming operations in the
20 area, will estimate the average annual production for the Participant.

21
22 4.4.2 The Class B Participant approves this Physical Solution
23 and may vote for and/or be elected to serve as the Private Pumper's representative
24 on the Watermaster;

25
26 4.4.3 Upon conversion of a Class B Participant's land from
27 agricultural to a use that requires water service from a Public Agency, the Public
28 Agency shall credit, to the extent legally permissible, the Class B Participant's Base

1 Production Right, adjusted pursuant to the percentage reductions in Sections 3.2.1
2 and 3.2.2, against any requirement then in effect for any water supply assessment
3 requirements, or against any fees associated with water supply that the Public
4 Agency may then have in effect. The Public Agency serving the converted land
5 shall receive a credit added to its Base Production Right as set forth in Section
6 3.2.4.

7
8 4.4.4 A Class B Participant is eligible to enter into a contract
9 with the Watermaster, or a participating Public Agency, to sell for a defined period
10 of time the unused portion of the Class B Participant's Base Production Right,
11 under terms and conditions approved by the Watermaster. Criteria used in
12 consideration of such contract shall include:

13
14 4.4.4.1 The Water Management Plan's need to acquire
15 additional water supplies to address overdraft and recovery;

16
17 4.4.4.2 Submission of a water conservation plan,
18 including use of in lieu water, by the Class B Participant that will reasonably
19 guarantee conservation of water that would otherwise be produced from the
20 Management Area; and the amount of conserved water transferred reflects a
21 reduction pursuant to Sections 3.2.1 and 3.2.2.

22
23 4.4.4.3 Public policy considerations of local
24 government jurisdictions, including economic, land use and community impacts of
25 any proposed water conservation plan.

26
27 4.4.5 The Class B Participant hereby authorizes the installation
28 of meters and the collection and reading of Groundwater production, water level

1 and water quality data from the Class B Participant's well(s) by personnel
2 authorized by the Watermaster. The metering, meter reading and other related
3 monitoring efforts shall be at no cost to the Class B Participant, and the Class B
4 Participant shall receive copies of the reports and information obtained upon
5 request.

6
7 4.4.6 The Stipulation signed by a Class B Participant shall
8 describe or otherwise identify the Participant's land and wells within the
9 Management Area. The heirs, successors and assigns of such land and wells shall
10 succeed to the benefits of the Participant's rights under the Judgment, and be bound
11 by the obligations thereof, provided that such successor intervenes as a party under
12 the Judgment. Absent such intervention, the successor will be treated as a Non-
13 Participant.

14
15 4.5 In-Lieu Water Use. In the event a Private Pumper receives
16 Supplemental Water from a Public Agency to serve an historic use in place of
17 Groundwater, or otherwise engages in an in-lieu program, the Overlying Right of
18 the Private Pumper shall not be diminished by the receipt and use of such
19 Supplemental Water or by engaging in an in-lieu program.

20
21 4.6 Future Production Participation. Any new pumper after the
22 entry of this Judgment may intervene in this action and Judgment only as a Class
23 A Participant.

24
25 4.7 Replacement Wells. Re-drilling of existing wells and the
26 drilling of new wells to replace existing wells will not be considered new
27 production as provided in Section 4.6.

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1 5. TRIBAL WATER RIGHTS

2
3 The Tribal Water Rights will be determined as part of a settlement
4 among the Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan.
5 The settlement will be reflected in a Settlement Agreement, Congressional
6 legislation and appropriation of funds, and a Judgment in the Soboba Action. Such
7 settlement includes the following provisions, which shall be effective only upon
8 fulfillment of all of the conditions precedent set forth in Article 3 of the Settlement
9 Agreement, a copy of which is attached hereto.

10
11 5.1 Senior Right. The Soboba Tribe shall have a prior and
12 paramount right, superior to all others, to pump 9000 acre-feet per year (3000
13 acre feet from the Canyon Subbasin and the remainder from a portion of the San
14 Jacinto Upper Pressure Subbasin referred to as the Intake Subbasin), for use on
15 the Reservation, as defined in Article 2.20 of the Settlement Agreement, and on
16 lands now owned or hereafter acquired by the Soboba Tribe contiguous to the
17 Reservation or within the Canyon and Intake Subbasins; provided, however, that
18 such use shall be limited to 4100 acre-feet per year for the first 50 years after the
19 Effective Date as set forth in the Settlement Agreement. The Tribe's right to
20 pump applies to all Groundwater, whether replenished by Natural Recharge or by
21 Supplemental Water. In addition, the Tribe shall have the right to purchase
22 additional water from the Watermaster during the fifty years that its use is limited
23 to 4,100 AFA at the rate then being charged to the Public Agencies under the
24 Water Management Plan. In the event the Soboba Tribe is unable, except for
25 mechanical failure of its wells, pumps or water facilities, to produce from its
26 existing wells or equivalent replacements up to 3000 AFA production from the
27 Canyon Sub-basin and the remainder of its Tribal Water Rights from the Intake
28 Sub-basin, Eastern and Lake Hemet shall deliver any shortage to the Soboba

1 Tribe as provided in Section 4.1C of the Settlement Agreement. Pumping for
2 such purpose shall not be subject to Administrative or Replenishment
3 Assessments, and shall not be counted as part of Adjusted Production Rights.
4

5 5.2 Metropolitan Water. The Soboba settlement provides, among
6 other matters, that Metropolitan will use its best efforts to deliver sufficient
7 Imported Water to yield 7,500 acre-feet per year, based upon 15 year averages,
8 for recharge in the Management Area at its untreated replenishment water rate, or
9 any successor rate as provided in Section 4.4A of the Settlement Agreement.
10

11 5.3 Settlement Payment. Subject to the Effective Date of the
12 Settlement Agreement and funding by the United States, Eastern pursuant to the
13 terms set forth in the Water Management Plan, will pay the Soboba Tribe \$17
14 million dollars pursuant to Article 4.7A of the Settlement Agreement in
15 consideration, in part, of the Tribe's agreement to limit its water use up to 4,100
16 acre-feet per year for the first 50 years after the Effective Date according to the
17 build-up schedule set forth in the Settlement Agreement as Exhibit I. Subject to
18 contracts with Eastern, the Public Agencies shall have the right to pump and use
19 all Imported Water not used by the Tribe, and the unused portion of the Tribal
20 Water Rights shall be available for use by the Parties, pursuant to their rights
21 herein.
22

23 5.4 Capital Facilities. Eastern on behalf of the Water
24 Management Plan participants will receive \$10 million from the United States, to
25 be applied to the costs of constructing and operating the Phase I capital facilities
26 necessary to import and recharge Supplemental Water as described in the Plan.
27 Additional grant funds from the State of California or the United States may also
28 be available for such capital facilities. The rights of the Public Agencies to the

1 use of such facilities will be affirmed by contract as set forth in Sections 9.6.4(a)
2 and 9.6.4(c).

3
4 5.5 Acknowledgement of Soboba Tribe Settlement. The Parties
5 to this Judgment hereby recognize the Tribal Water Rights, as set forth above,
6 and the applicable provisions of the Soboba Tribe Settlement Agreement, and
7 acknowledge that protection of Tribal Water Rights is one of the goals of the
8 Water Management Plan.

9
10 6. PHYSICAL SOLUTION.

11
12 6.1 Purpose and Objective. Pursuant to California water law and
13 the California Constitution, Article X, Section 2, the Court adopts this Physical
14 Solution to maximize reasonable beneficial use of Surface Water, Groundwater
15 and Supplemental Water for water users in or dependent upon the Management
16 Area, to eliminate overdraft, to protect the prior rights of the Soboba Tribe, and to
17 provide the Parties with the substantial enjoyment of their respective rights,
18 including, the priorities thereof.

19
20 6.2 Need for Flexibility. In order to adapt to potential changes in
21 hydrology, land use, and social and economic conditions, the Physical Solution
22 must provide some degree of flexibility and adaptability. Accordingly, the Court
23 retains broad jurisdiction to supplement the discretion granted to the
24 Watermaster.

25
26 6.3 Rights to Groundwater. Groundwater in the Management
27 Area may occur from: natural recharge; spreading operations of natural flows;
28 recharge with Supplemental Water acquired with Assessment funds; return flows,

1 following or in-lieu recharge programs financed with Assessment funds. All such
2 Groundwater shall be available to support the pumping of the Parties as allowed
3 herein, and shall not be the property of any individual Party. Subject to the
4 provisions of Section 6.7.2, this Section does not preclude any Party, pursuant to
5 a Storage Agreement, from storing Supplemental Water at its own cost, retaining
6 title thereto, and pumping such water without Assessment.

7
8 6.4 Resolution of Priorities. By reason of the long and continuous
9 overdraft of the Management Area, the contribution of all parties to the overdraft,
10 the economies that have developed on the basis of the overdraft, the severe
11 economic disruption that could occur under strict priorities and the doctrines of
12 prescription and laches, the complexity of determining appropriate priorities,
13 and the need to make the maximum beneficial use of the water resources of the
14 State, the Parties are estopped and barred from asserting specific priorities or
15 preferences to the pumping of groundwater in the Management area, except as
16 provided in this Judgment, and the Court finds that the provisions of this
17 Judgment provide for the substantial enjoyment of the respective rights of the
18 Parties.

19
20 6.5 Water Management Plan. The Watermaster will approve and
21 implement a Water Management Plan to enforce and implement the Physical
22 Solution, and may modify such Plan as conditions require, subject to the
23 provisions of the Settlement Agreement. The Plan will also facilitate and
24 accommodate the settlement of the water rights of the Soboba Tribe, and shall be
25 subject to the approval of the Soboba Tribe and the United States as trustee for
26 the Tribe. The Parties agree that the Plan shall incorporate and serve to
27 implement the following goals:
28

1 6.5.1 Groundwater levels within the Management Area have
2 generally been declining for a number of years, and the Management Area is
3 presently in a condition of Overdraft. The Plan will, within a reasonable period,
4 eliminate Groundwater Overdraft and provide for excess production by
5 implementing a combination of available water resources management elements.
6 These elements include: reduction in natural Groundwater production; enhanced
7 Recharge with native and/or Supplemental Water; increased use of recycled water;
8 in-lieu replenishment; acquisition and development of Supplemental Water; and
9 water conservation programs.
10

11 6.5.2 The Management Area is expected to experience
12 residential, commercial, and industrial growth and development over the next
13 decade. The estimated amount of Supplemental Water that will be necessary to
14 provide for and adequately serve this new growth and development is 15,000 acre
15 feet per year. The Water Management Plan shall accommodate the orderly
16 expansion of existing water production and service systems, and provide a clear
17 planning process for meeting these projected growth trends.
18

19 6.5.3 The Plan should be implemented in a manner to protect
20 and/or enhance Management Area water quality. However, implementation of
21 certain elements of the Plan may cause limited localized water quality degradation.
22 If such degradation impedes the then current beneficial uses of water by any Public
23 Agency in the Management Area, the Watermaster shall implement appropriate
24 mitigation measures to ensure the water supply to the affected Public Agency, and
25 to bear the associated costs. The standards for local water quality degradation shall
26 be defined in the Plan.
27
28

1 6.5.4 The Water Management Plan should serve to support the
2 pursuit of cost-effective water supply and water treatment by the Public Agencies,
3 both individually and collectively.

4
5 6.5.5 The Water Management Plan should serve to protect
6 Tribal Water Rights.

7
8 6.5.6 The Watermaster shall implement a monitoring program
9 to ensure that Plan activities follow best management and engineering principles to
10 protect Management Area water resources, and to compile and analyze data on
11 groundwater production, water levels, water quality and groundwater in storage.

12
13 6.6 Replenishment Program. The groundwater replenishment
14 program shall be administered by the Watermaster. The program shall include:
15 the acquisition of Supplemental Water; the collection and expenditure of
16 Replenishment Assessments; the recharge of the Management Area; and the
17 construction and operation of all necessary facilities, including but not limited to,
18 development of surface and sub-surface percolation and injection facilities. In
19 addition, a source of Recharge Water for agencies contributing to the Settlement
20 Payment described in Section 5.3 will be Imported Water provided by
21 Metropolitan under the Settlement Agreement, and not used by the Soboba Tribe.

22
23 6.6.1 Priority for replenishment will be based on an equitable
24 apportionment of available replenishment water among the sub-basins after full
25 consideration of:

26
27 6.6.1.1 The Public Agency's participation in the
28 payment in the Settlement Payment described in Section 5.3.

1 6.6.1.2 Hydrologic conditions in the Management
2 Area.

3
4 6.6.1.3 The Management Area's Water demands.

5
6 6.6.1.4 The availability of storage capacity to
7 accommodate the Natural Recharge of surface flows.

8
9 6.6.1.5 The availability of appropriate conveyance
10 facilities.

11
12 6.6.1.6 The availability of Supplemental Water,

13
14 6.6.1.7 Protection of Tribal Water Rights.

15
16 6.6.2 The Watermaster is encouraged to take advantage of
17 surplus imported water from Metropolitan that occasionally may be available at low
18 cost, and to use available Assessment funds to bank such Recharge Water against
19 future production in excess of Adjusted Production Rights.

20
21 6.6.3 The Public Agencies shall independently or jointly
22 operate their present facilities to maximize the existing spreading and Recharge
23 operations of natural flow in the Management Area. Such Recharge Water shall be
24 available to support the pumping of all users, and shall not be the property of the
25 spreading Public Agency.

26
27 6.6.4 All water used to replenish any sub-basin in the
28 Management Area shall meet the Regional Water Quality Control Board, Santa Ana

1 Region requirements, and the provisions of Article 4.2 of the Settlement
2 Agreement, and may be used in any sub-basin where such requirements are met.
3

4 6.7 Storage Rights. Unused storage capacity may exist in the
5 Management Area, and this capacity will be managed by the Watermaster
6 conjunctively with natural and available Supplemental Water supplies.
7

8 6.7.1 Subject to availability of Assessment funds and unused
9 storage capacity as determined by Watermaster, the Management Area may be
10 Recharged when water is available, to be drawn upon by the Public Agencies in
11 later years when such Supplemental Water may not be available.
12

13 6.7.2 Unused storage capacity, as determined by Watermaster,
14 and pursuant to a Storage Agreement, may be used for “put and take” operations of
15 Supplemental Water that is paid for by any Public Agency provided that:
16

17 6.7.2.1 Such operations do not interfere with the rights
18 of any other pumper, or with the use of the storage capacity for recharge and
19 storage under the Water Management Plan.
20

21 6.7.2.2 The Watermaster shall have the first right to
22 purchase any water available for Recharge for use under the Plan.
23

24 6.7.2.3 Later recovery of Stored Water shall exclude
25 losses, and shall not be subject to either Administrative or Replenishment
26 Assessments.
27
28

1 6.7.5 The accounting for recovery of Stored Water or
2 Recharge Water from the Management Area shall not include any water that
3 escapes therefrom and migrates downstream beyond the Management Area. Losses
4 will be calculated based upon best engineering principles.
5

6 6.8 Recycled Water. The use of Recycled Water produced by
7 Eastern can be of substantial benefit in providing additional water in the
8 Management Area. The Watermaster shall have a right of first refusal to
9 purchase all recycled water produced from treatment facilities serving the
10 Management Area that is not subject to then existing contracts. Such recycled
11 water may be used for recharge or direct use within the Management Area..
12

13 6.8.1 Each Public Agency may implement its own Recycled
14 Water program, for direct use, subject to the availability of recycled water. The
15 Public Agency shall be responsible for financing, operating and maintaining the
16 facilities necessary for that program. The Watermaster will support loan or grant
17 applications, and the Public Agencies will work to integrate Recycled Water into
18 the Water Management Plan, to the extent economically feasible while meeting
19 regulatory standards.
20

21 6.8.2 Currently only Eastern has Recycled Water available for
22 Recharge. To the extent such Recycled Water is not acquired by the Watermaster
23 for use under the Plan, the water if recharged in the Management Area shall remain
24 the property of Eastern and may be pumped (less losses) without Replenishment
25 Assessments.
26
27
28

1 6.9 Assessment Program. The assessment program contemplated
2 by the Water Management Plan shall be administered by Eastern pursuant to a
3 contract with the Watermaster pursuant to the provisions of Section 9.6.4(e).

4
5 6.9.1 All Assessments shall be used for Replenishment
6 Expenses and Administrative Expenses.

7
8 6.9.2 Subject to the limitations in this Judgment, each Public
9 Agency that produces less than its Adjusted Production Right and share of Imported
10 Water, and any Class B Participant producing less than its Base Production Right,
11 shall have the following Carry-Over Credit:

12
13 6.9.2.1 Carry-Over Credit shall be the difference in
14 acre-feet between a Party's Adjusted Production Right and share of Imported Water,
15 or the Class B Participant's Base Production Right, and the Party's actual
16 production in a calendar year.

17
18 6.9.2.2 The Carry-Over Credit may be applied to
19 reduce the amount of acre feet upon which a Party must pay a Replenishment
20 Assessment. Carry-Over Credits are transferable among the Parties, and may be
21 retained for more than one calendar year. The Parties shall notify the Watermaster
22 if a Carry-Over Credit is being retained.

23
24 6.9.2.3 The Watermaster shall keep an accounting of
25 all Carry-Over Credits.

26
27 6.9.3 All Watermaster assessment invoices shall be payable to
28 Watermaster within 60 days of notice. Any delinquent assessments shall bear

1 interest at a rate to be set by the Watermaster. Watermaster is entitled to recover its
2 reasonable expenses in collecting any assessment, including attorney's fees and
3 costs.

4
5 6.10 Export. The Public Agencies may export water outside the
6 Management Area, on a temporary basis, upon approval by the Watermaster.
7 However, any water exported shall be replenished with an appropriate amount of
8 similar or better quality water as determined by Watermaster. Water exports by
9 the Public Agencies shall not interfere with the Water Management Plan or any
10 other Public Agency's operations. The Water Management Plan will set forth the
11 specific criteria for the export of water, including, but not limited to, conjunctive
12 use programs.

13
14 6.11 Capital Facilities. Each Public Agency shall continue to own
15 its existing capital facilities for water supply and management, subject to the
16 provisions of Section 9.6.6. However, the Phase I capital facilities necessary to
17 implement the Water Management Plan shall be owned and operated by Eastern,
18 pursuant to the Plan and in a fiduciary capacity for the benefit of all Parties under
19 this Judgment, pursuant to Sections 5.4; 9.6.4(a); 9.6.4(c).

20
21 6.11.1 Financing of Water Management Plan facilities may be
22 funded by Assessments, regional capital fees, loans and grants, contributions for
23 storage rights by Metropolitan or other third-parties, and municipal bonds.
24 Responsibility for the costs of future capital facilities necessary to implement the
25 Plan, beyond the Phase I facilities, shall be determined by the Watermaster and
26 apportioned on relative benefit to be derived by each Public Agency.

1 6.11.2 Any of the participating Public Agencies may propose
2 projects to be included in the Water Management Plan to increase the Management
3 Area water supply. Such proposals, after evaluation by the Watermaster, shall be
4 included or rejected. If the Watermaster chooses to reject the proposal, the
5 proposing Public Agency may implement the rejected project at its own cost so
6 long as it does not significantly impact the implementation of the Management Plan
7 and/or interfere with the ongoing production by the Public Agencies.

8
9 7. INJUNCTION.

10
11 Each Party and his, her or its officers, agents, employees, successors
12 and assigns, is enjoined and restrained from:

13
14 7.1 Producing water from the Management Area without payment
15 of required Administrative Assessments.

16
17 7.2 Producing water from the Management Area in excess of the
18 Party's Adjusted Production Right and share of Imported Water, or the Base
19 Production Right in the case of a Class B Participant, without payment of
20 required Replenishment Assessments.

21
22 7.3 Transferring Production Rights except as authorized in this
23 Judgment.

24
25 7.4 Recharging water in the Management Area except as
26 authorized in this Judgment.

1 7.5 Storing or exporting water except as authorized in this
2 Judgment.

3
4 8. CONTINUING JURISDICTION.

5
6 8.1 Full Jurisdiction. Full jurisdiction, power and authority is
7 reserved to the Court as to all matters contained in this Judgment, including
8 expedited intervention by successors in interest to Private Pumpers, except:

9
10 8.1.1 To redetermine Base Production Rights of the Public
11 Agencies or Class B Participants.

12
13 8.1.2 As otherwise limited by law.

14
15 8.2 Motion to Interpret. By motion to the Court, upon 30 days
16 written notice and after hearing, any Party or Watermaster may request the Court
17 to make such further or supplemental orders to interpret, enforce, carry-out or
18 amend this Judgment. Any such motion shall be reviewed de novo by the Court.
19 Any such motion shall be served on all Parties and Watermaster at the addresses
20 on the Watermaster's notice list.

21
22 9. WATERMASTER.

23
24 9.1 Composition. The Watermaster shall consist of a board
25 composed of one elected official selected by each of the Public Agencies and one
26 Private Pumper representative selected by the Class A and Class B Private
27 Pumpers.

1 9.2 Terms. Each member of the Watermaster shall serve until
2 replaced by the Public Agency or Private Pumpers that made the original
3 appointment.

4
5 9.3 Removal and Replacement. Any Watermaster member may
6 be removed and replaced by the same procedure used in his or her appointment.
7

8 9.4 Voting. Each member of the Watermaster shall have one
9 vote. Four affirmative votes shall be required in order to constitute Watermaster
10 action on each of the following matters. (1) any change sought in the form of
11 governance; (2) any change in voting requirements; (3) retaining the services of
12 legal counsel and Advisor; (4) establishing, levying, increasing or decreasing all
13 assessment amounts; (5) adopting or amending an annual budget; (6) determining
14 the extent of overdraft and quantifying safe yield; (7) determining Adjusted
15 Production Rights; (8) decisions regarding the financing of Supplemental Water
16 or facilities, other than any financing provisions included in this Stipulated
17 Judgment as provided in Sections 5.3, 5.4, 5.5 hereof; (9) decisions regarding
18 ownership of facilities, other than ownership of the Phase I facilities described in
19 the Water Management Plan, which shall be owned by Eastern Municipal Water
20 District, subject to a right of use by those parties participating in the financing
21 thereof; (10) policies for the management of the Management Area; (11) and any
22 decision that involves a substantial commitment by the Watermaster, including
23 any contracts for conserved water. All other actions by the Watermaster shall
24 require three affirmative votes.
25

26 9.5 Court Review. Any action by the Watermaster, or any failure
27 to act by virtue of insufficient votes, may be reviewed by the Court on motion by
28

1 any party, with notice to all other parties. The Court’s review shall be de novo,
2 and the Court’s decision shall constitute action by the Watermaster.

3
4 9.6 Powers and Duties. In order to implement the provisions of
5 this Judgment, the Watermaster shall have the following duties and powers:
6

7 9.6.1 Water Management Plan. Watermaster shall develop
8 and implement a Water Management Plan, with such additions and modifications as
9 may from time to time be appropriate, and shall administer the provisions of this
10 Judgment. The Water Management Plan shall be subject to approval by the Court,
11 by the Soboba Tribe, and by the United States.

12
13 9.6.2 Independent Counsel. The Watermaster shall retain
14 independent legal counsel to provide such legal services as the Watermaster may
15 direct.

16
17 9.6.3 Advisor. The Watermaster shall retain either an
18 independent engineering firm or qualified individual experienced in hydrology to
19 evaluate and analyze the data collected by Eastern, and any conclusions based
20 thereon, and to make recommendations to the Watermaster, referred to herein as
21 “Advisor.” The Advisor shall also provide general coordination among Eastern, the
22 Technical Advisory Committee and the Watermaster with respect to their respective
23 functions, and perform such executive functions as the Watermaster may direct.
24 The Watermaster reserves the right to refer any matter it may choose to any person
25 it may select for assistance in carrying out its duties under this Judgment.
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9.6.4 Operations and Other Functions.

(a) *Operations – Phase I Facilities.* The Phase I Facilities (including capital facilities and spreading basins, as more particularly defined in the Water Management Plan) are either existing facilities of Eastern that will be expanded or improved as part of the Water Management Plan, or are new facilities that will be integrated into Eastern’s existing facilities and will be owned by Eastern. Pursuant to the terms and conditions of contracts to be entered into between Eastern and the Watermaster, and Eastern and the other Public Agencies, Eastern shall construct, install, and operate the Phase I Facilities consistent with the Water Management Plan.

(b) *Operations – Other Facilities.* The Water Management Plan anticipates the need for the construction and installation of other facilities in order to accomplish the goals of the Judgment. Such facilities may be constructed, installed and operated under contract with the Watermaster, by a member of the Watermaster or, in circumstances approved by the Watermaster, by other responsible entities.

(c) *Purchase of Water for Groundwater Recharge.* The Soboba settlement requires Metropolitan to use its best efforts to deliver an average of 7500

1 acre-feet per year of Imported Water for recharge of the Management Area. This
2 supply is dedicated first to satisfy the rights of the Soboba Tribe as provided in the
3 Settlement Agreement. Such portion of the supply that is not used by the Soboba
4 Tribe will be available to those Parties who have participated in the cost thereof.
5 Subject to the approval of the Watermaster, Eastern shall enter into a contract with
6 Metropolitan for the purchase and delivery of such Imported Water supply. Eastern
7 shall also purchase as a member agency of Metropolitan, or otherwise acquire, such
8 additional supplies of water as may be directed by the Watermaster to implement
9 the Water Management Plan, subject to availability and transmission capacity. All
10 such water delivered by Metropolitan, or otherwise acquired by Eastern, and all
11 Eastern facilities used to deliver, recharge and recapture such water, shall be subject
12 to rights of use by the Parties entitled thereto. Such rights of use shall be confirmed
13 in detail in written contracts with Eastern. Recycled water is also available for direct
14 and indirect groundwater recharge from Eastern's wastewater treatment facilities
15 serving the Management Area. The Watermaster shall have a right of first refusal
16 to purchase all recycled water produced from such plant that is not subject to then
17 existing contracts. Nothing contained herein shall limit the right of the
18 Watermaster to acquire Imported or Supplemental Water supplies from any of the
19 Parties, or from other responsible entities.
20
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26

27 (d) *Data Collection.* The Watermaster shall provide for the
28 collection and maintenance of all production, water level, water quality, and other

1 technical data necessary under or required by the Water Management Plan
2 (“Data”). Pursuant to the terms and conditions of a contract to be entered into
3 between Eastern and the Watermaster, Eastern shall collect and maintain all such
4 Data and transmit such Data to the Watermaster, its Advisor, and the Technical
5 Advisory Committee as directed by the Watermaster. The foregoing clause does not
6 restrict the ability of the Watermaster to enter into other agreements with other
7 members of the Watermaster and/or private firms and individuals for the collection
8 of Data.

9
10 (e) *Accounting*. The Watermaster shall provide for the levy, billing,
11 and collection of all assessments provided for under the Judgment, for the payment
12 of costs and expenses of the Watermaster, and for the performance of such
13 accounting and related functions as may be required in connection with those
14 functions (“Accounting Functions”). All funds collected shall be held in a
15 segregated account. All expenses and disbursements shall be separately accounted
16 for. Pursuant to the terms and conditions of a contract to be entered into between
17 Eastern and the Watermaster, Eastern shall initially perform the Accounting
18 Functions for Watermaster. The foregoing clause does not restrict the ability of the
19 Watermaster to enter into other agreements with other members of the Watermaster
20 and/or private firms and individuals to provide some or all of the Accounting
21 Functions.

22 9.6.5 Technical Advisory Committee. There has been a
23 Technical Advisory Committee that has functioned throughout the development of
24 the Water Management Principles and Plan, and this Stipulated Judgment. That
25 Committee has been composed of such managerial and technical representatives as
26 the individual parties decide to appoint. Each party has paid the costs of its own
27 representatives, and shall continue to do so in the future. The Technical Advisory
28 Committee shall continue to function, and to provide such technical assistance as

1 the Watermaster may request. The Technical Advisory Committee shall make
2 recommendations to the Watermaster's Advisor and to the Watermaster on all
3 matters requiring four votes for Watermaster action, and shall receive from Eastern
4 all data associated with such matters for its review and evaluation. The Technical
5 Advisory Committee and its members shall also function as a way to keep the City
6 Councils, Boards of Directors and participating Private Pumpers fully informed
7 about the implementation of this Judgment.
8
9

10 9.6.6 Reservation of Rights. The Watermaster reserves the
11 right to assume, on its own, any functions set forth in Section 9.6.4, except as
12 provided in Section 9.6.4(a), and to undertake all other acts required to implement
13 the Plan and this Judgment, so long as it is legally capable of performing such
14 functions. The Watermaster, if it should choose, may also act through or in
15 conjunction with the other Public Agencies, or through a Joint Powers Agency
16 composed of all the Public Agencies hereunder. Except as specifically provided in
17 Section 9.6.4(a) with respect to Eastern's facilities used in Phase I, the Watermaster
18 shall have no right to use or acquire the water facilities of any of the Parties,
19 without their consent, provided that it is the intent of the Parties that their individual
20 facilities will be available where appropriate to implement the Water Management
21 Plan, upon terms equitable to all parties, and consistent with their respective
22 obligations to their own customers.
23

24 9.6.7 Rules and Regulations. The Watermaster may make such
25 rules and regulations as may be necessary for its own operations as well as for the
26 operation of the Plan and this Judgment, subject to Court approval. Meetings of the
27 Watermaster shall be subject to the Brown Act .
28

1 9.6.8 Reports to Court. The Watermaster shall file annually
2 with the Court, and serve on all Parties, a report regarding its activities during the
3 preceding year, including an audited statement of all accounts and financial
4 activities.

5
6 9.6.9 Notice to Parties. Watermaster shall maintain a current
7 list of the Parties and their addresses for notice purposes. Rules for service shall be
8 governed by the California Code of Civil Procedure and the California Rules of
9 Court. Each Party shall notify Watermaster in writing of the name and address for
10 its receipt of notice and service under this Judgment. A Party may change this
11 information by written notice to Watermaster. Notice shall be deemed sufficient if
12 directed to the most recent address provided by the Watermaster.

13
14 9.7 Watermaster Records. Watermaster's records shall be kept at
15 the office of Eastern unless changed by the Watermaster and approved by the
16 Court. These records shall be treated as public records under the Public Records
17 Act. Cal. Gov't Code §§ 6250-6277 (West 1995 and Supp. 2002).

18
19 10. MISCELLANEOUS.

20
21 10.1 Intervention After Judgment. Any Person who is not a Party
22 and who proposes to Produce water from the Management Area, or who is an
23 heir, successor or assign of an existing party, may become a Party to this action
24 and Judgment, subject to the conditions contained herein, by filing a petition in
25 intervention. The petition may be filed and approved ex parte with notice to the
26 Watermaster. Such intervener shall thereafter be a Party bound by this Judgment,
27 and entitled to the rights and privileges accorded under this Judgment.

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10.2 Loss of Rights. No right adjudicated in this Judgment shall be lost by non-use, abandonment, forfeiture or otherwise, except upon a written election by the owner of the right filed with Watermaster, or by order of the Court upon noticed motion and after hearing.

10.3 Attorney's Fees and Costs. No Party shall recover any attorney's fees or costs in this proceeding from any Party.

Dated: _____, 200_

Judge of the Superior Court

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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EXHIBIT B
List of Parties to this Judgment

1. Parties

- A. Eastern Municipal Water District (“Eastern”)
- B. Lake Hemet Municipal Water District (“Lake Hemet”)
- C. City of Hemet (“Hemet”)
- D. City of San Jacinto (“San Jacinto”)

2. Class A Participants

- A.
- B.
- C.
- D.

3. Class B Participants

- A.
- B.
- C.

LAW OFFICES OF
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Exhibit C
Base Production Rights

1. Public Agencies

Agency Name	Base Production Rights (Acre-feet per year)
Eastern Municipal Water District	10,869
Lake Hemet Municipal Water District	11,063
City of Hemet	6,320
City of San Jacinto	4,031

2. Class B Participants

Eastern Municipal Water District:

Name	Title
David J. Slawson	Board President, Division 5
Ronald Sullivan	Board Vice President, Division 4
Joe Kuebler, CPA	Director Division 2, EMWD Board Treasurer
Philip E. Paule	Director Division 1
Randy A. Record	Director Division 3, MWD Director

Lake Hemet Municipal Water District:

Name	Title
Frank Douglas Marshall III	Board President
Patrick Searl	Board Vice President
Herbert C. Forst	Board Secretary
John S. Fricker	Board Treasurer
Larry Minor	Director

City of Hemet:

Name	Title
Marc Searl	Mayor
Lori Van Arsdale	Vice- Mayor
C. Robin Resser Lowe	Councilperson
Brian Christie	Councilperson
Eric Mc Bride	Councilperson
Steve Clayton	City Clerk
Judith Oltman	City Treasurer

City of San Jacinto:

Name	Title
Jim Ayres	Mayor
Chris Carlson	Vice- Mayor
Dale Stubblefield	Council Member
Robert Ritchie	Council Member
John Mansperger	Council Member

PRINCIPLES FOR WATER MANAGEMENT

1. Water Management Plan. These Principles, approved by the appropriate authority of each party, are intended to form the basis from which the parties will develop a Water Management Plan (“Management Plan”) for the area described in Section 2. The Management Plan is being developed to ensure an adequate and reliable source of future water supply. The Management Plan is also intended to facilitate and accommodate a settlement of the claims of the Soboba Band of Luiseno Indians (“Soboba Tribe”).
2. Management Area. The area included in the Management Plan consists of the Canyon Sub-basin and the San Jacinto Upper Pressure Sub-basin, downstream to Bridge Street, and the Hemet Basins (“Management Area”). The Management Area is shown upon the attached map.
3. Pumpers within the Management Area. The primary pumpers within the Management Area are: Eastern Municipal Water District (“Eastern”), Lake Hemet Municipal Water District (“Lake Hemet”), City of San Jacinto (“San Jacinto”), and City of Hemet (“Hemet”) (individually

“Public Agency,” collectively “Public Agencies”); the Soboba Tribe (not a Management Plan participant); and approximately 62 individual agricultural and other private pumpers who pump more than 25 acre-feet per year (“Private Pumpers”).

4. Goals. The parties agree that the Management Plan shall incorporate and serve to implement the following goals:

A. Allowing for Future Urban Growth. The parties acknowledge that the Management Area will continue to experience residential, commercial, and industrial growth and development, and that existing water production and service systems will need to be expanded to meet this growth. It is estimated that at least 15,000 afy incremental water supply capacity over the existing base production rights of the Public Agencies must be dedicated to adequately serve this growth. The Management Plan should serve and provide a clear planning process so that each affected Public Agency will be able to meet these projected growth needs.

B. Water Quality Protection. Implementation of the Management Plan should protect and/or enhance Management Area water quality. However, implementation of certain elements of the Management Plan may cause limited localized water quality degradation. If such degradation impedes the then current beneficial use of any Public Agency in the Management Area, the Watermaster described in Section 22 (“Watermaster”) shall implement appropriate mitigation measures to ensure water supply to the affected Public Agency and bear the associated costs. The standards for local water quality degradation shall be defined in the Management Plan.

C. Cost-Effective Management. The Management Plan should serve to support the pursuit of cost-effective water supply and water treatment by the Public Agencies, both individually and collectively.

D. Overdraft. The groundwater levels within the Management Area have generally been declining for a number of years, and the Management Area is presently in a condition of overdraft. It is recognized that the Management Plan will, within a reasonable period, eliminate groundwater overdraft and enhance operational yield by

implementing a combination of available water resources management elements. These elements include: reduction in native groundwater production; enhanced recharge with native, imported and/or recycled water; development of supplemental supplies such as imported and recycled water; and water conservation programs.

E. Monitoring. The Watermaster shall implement a monitoring program to ensure the Management Plan activities follow best management and engineering principles to protect Management Area water resources.

5. Public Agencies Base Production Rights.

A. The base production rights of Eastern, Lake Hemet and Hemet in the first year of the Management Plan shall be based upon their average production for calendar years 1995-1999. This period was chosen to reflect these Public Agencies' recent pumping, and shall determine their base production rights.

B. The base production right of San Jacinto in the first year of the Management Plan, shall be based upon its average production for calendar years 1995-1999, plus 500 afy. The 500 afy is added because San Jacinto's recent production does not reflect its historic production because of water purchases and other factors.

C. Pursuant to Section 21 below, for the life of the Management Plan, Hemet and San Jacinto shall each add an additional 900 afy to their base production rights. The additional 900 afy shall not be subject to reduction by the Watermaster as provided in Section 5.D and shall not be subject to any Administrative or Replenishment Assessments as provided in Section 6, or other fee or charge imposed under the Management Plan.

D. It is the goal of the Management Plan to adjust base production rights over time to a level consistent with the Watermaster's calculation of the Public Agencies' share of safe yield for the Management Area. Based on current information, it appears that the total reduction in base production rights will need to be approximately 35%. The ultimate reduction will be based on periodic demand, hydrology, recharge and

availability of imported water. In order to implement this reduction in a phased manner, each Public Agency's base production rights shall be subject to adjustment as follows:

(1) A 10% reduction from the base production rights in the first year of the Management Plan; and

(2) Until base production rights are consistent with the Public Agencies' share of safe yield, Watermaster shall determine the reductions in base production rights in each subsequent year of the Management Plan, to achieve this goal within 6 years of approval of the Management Plan. Each reduction shall not be more than 10% of the base production right of the prior year.

(3) Pursuant to Section 7(A)(2)(b), upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall receive an increase in its base production rights equal to the adjusted base production right of the Class B Participant.

6. Public Agency Production Assessments. The Public Agency production will be subject to the following assessments:

A. An Administrative Assessment on each acre-foot pumped by a Public Agency up to its adjusted base production right. The parties contemplate that the Administrative Assessment will be \$50.00 per acre-foot of water pumped in the first year of the Management Plan, and that such amount will thereafter be set by the Watermaster.

B. A Replenishment Assessment on each acre-foot pumped by a Public Agency in excess of its adjusted base production right equal to the cost of providing a like quantity of supplemental water to recharge the Management Area, including recharge losses. Pumping by a Public Agency in excess of its adjusted base production right in order to meet increasing demands is expected and permissible, provided that such excess extractions shall be subject to the Replenishment Assessment. The costs of providing a like quantity of supplemental water shall include the costs of water, O&M costs of the replenishment system, capital recovery and other administrative costs. Currently, the total of these cost items is estimated to be in the range

of \$300 to \$400 per acre-feet; the actual amount will reflect the costs at the time incurred.

7. Private Pumpers Water Rights. The Public Agencies recognize the overlying water rights of the Private Pumpers, and do not intend to take or adversely impact these rights without an agreement with the owner of such rights. The Management Plan will lay out alternatives for the retention, protection, or transfer of such rights, leaving selection of the alternative to the individual overlying water rights owner. A Private Pumper can elect not to participate in the Management Plan and not to formally acknowledge its existence. Such Pumpers shall be referred to herein as “Non-Participants”; such Pumpers shall continue to exercise whatever water rights they may hold under California law unaffected by the Management Plan. There is no intent to affect water use that is consistent with the historical use of the Private Pumpers. However, other pumpers under the Management Plan do not waive their rights to challenge new or expanded water rights. Non-Participants will not have the option of joining the program at a later date. The alternatives available to participants are as follows:

A. (1) Class A Participation. A Private Pumper can elect to sign a written agreement acknowledging the existence of the Management Plan. Such Pumper shall be a Class A Participant and shall be entitled to vote for and/or be elected to serve as the Private Pumper representative on the Management Plan's governing board or body described in Paragraph 22 below, but shall not otherwise be required to participate in the Management Plan implementation. A Class A Participant may, without any financial assessment by the Watermaster, pump from his/her/its property within the Management Area the amount of water that can be put to reasonable and beneficial use on the Pumper's land as may be authorized under California law. Class A Participants shall have the right to convert to Class B Participation during a grace period that shall end three (3) years after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, upon payment of the total assessments the Pumper would have paid had the Pumper elected to be a member of Class B from the outset, plus interest.

(2) Class B Participation. A Private Pumper can become a Class B Participant by electing to limit annual pumping to the Pumper's average annual production during the calendar years 1995 through

1999 and to pay replenishment assessments on amounts in excess of that average annual production. A Class B Participant shall enjoy the following benefits of Plan Participation:

a. Vote for and/or be elected to serve as the Private Pumper's representative on the Management Plan's Governing Board;

b. Upon conversion of Pumper's land from agricultural use to a use that requires water service from a participating Public Agency, Public Agency shall credit to the extent legally permissible, Pumper or Pumper's successor-in-interest's adjusted production right, using the formula in Section 5 towards satisfaction of any requirement then in effect for water supply assessment requirements. Furthermore, Pumper or Pumper's successor-in-interest shall be given a credit for Pumper's adjusted production right using the formula in Section 5 towards any fees associated with water supply that the Public Agency may then have in effect. The Public Agency serving the converted land shall receive a credit to its production right as set forth in Section 5.

c. To the extent the Pumper's land is not covered under Section 7(A)(2)(b), Pumper will be eligible to enter into a contract with the Management Plan, or a participating Public Agency, to sell for a defined period of time some portion of Pumper's adjusted production right, under terms and conditions mutually agreed upon by the Pumper and the Management Plan. Criteria used in consideration of such contract shall include:

(i) Management Plan's need to acquire additional water supplies to address Basin overdraft and recovery;

(ii) Submission of a water conservation plan, including use of in lieu water, by Pumper that will reasonably guarantee conservation of water that would otherwise be produced from the Basin;

(iii) Public policy considerations of local government jurisdictions, including economic and land use impacts of proposed water conservation plan.

B. In-Lieu Water Use. In the event a Private Pumper (or successor) receives recycled and/or imported water from a Public Agency to serve an overlying use in place of groundwater, or otherwise engages in an in-lieu program, the overlying water right of the Private Pumper (or successor) shall not be diminished by the receipt and use of such recycled and/or imported water or by engaging in an in-lieu program.

C. Well Monitoring. To become a Class A or B Participant, a Private Pumper shall authorize the metering of the Pumper's well(s) and the collection of groundwater level and quality data, and the reading thereof by Management Plan personnel. The metering and reading shall be at no cost to the Pumper, and the Pumper shall receive copies of the reports and information obtained upon request.

D. Future Production Participation. Any new Pumper after the effective date of the Management Plan, as approved by a judgment of the Superior Court for Riverside County, can only participate as a Class A Participant as described in Section 7A(1).

E. Replacement Wells. The redrilling of existing wells and the drilling of new wells to replace existing wells will not be considered new private production.

8. Capital Facilities. Each Public Agency shall continue to own its existing capital facilities for water management. However, capital facilities may be jointly constructed and owned by the Management Plan. Joint financing of such facilities may be funded by regional capital fees, loans and grants, contributions for storage by The Metropolitan Water District of Southern California (“Metropolitan”) or other third-parties, and municipal bonds. Responsibility for the costs of any existing and future capital facility of the Management Plan should be apportioned among the Public Agencies based on relative benefit to be derived by each Public Agency. Any of the participating Public Agencies may propose projects to be included in the Management Plan to increase Management Area water supply. Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the Watermaster chooses to reject the proposal, the proposing Public Agency may implement the rejected project as long as it does not significantly impact the implementation of the Management Plan and/or interfere with the ongoing production by the Public Agencies.

9. Soboba Tribe's Water Rights. The Soboba Tribe's water rights shall be determined as part of a settlement among the Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. Major points of the proposed settlement are:

A. The Soboba Tribe shall have a senior, prior right in the Canyon and San Jacinto Upper Pressure Sub-basins of 9000 afy, but its use shall be limited to a maximum of 4100 afy during the first 50 years after the effective date of the settlement.

B. The Soboba Tribe shall have the right to purchase replenishment water for use pursuant to the Principles of Settlement at the Management Plan replenishment rate.

C. The Soboba settlement provides that, among other things, Metropolitan will use its best efforts to deliver sufficient water to yield a 15-year average of 7,500 afy to the Management Plan until 2035 at its long-term interruptible rate (currently \$233/af).

D. Subject to full funding of the settlement by the United States, the Management Plan shall pay the Soboba Tribe \$10 million.

E. The Management Plan will also pay the Soboba Tribe \$7 million. A Public Agency's payment of its share of this amount is optional, but in order to obtain the benefits of the low-cost Metropolitan water delivered pursuant to the settlement, a Public Agency shall pay its share of this amount.

F. The Management Plan will receive \$10 million for capital improvements from the United States, and all unused Soboba Tribe water based on the Public Agency's participation in the payment in Section 9(E) above.

10. Implementation of These Principles. These Interim Principles for Water Management shall be used by the parties as a basis for the preparation of the Management Plan, and a stipulated judgment in a water rights adjudication. As explained below, the Management Plan shall be administered by the Watermaster. The Watermaster will be under the continuing jurisdiction of the Court.

11. Assessment Program. The assessment program contemplated by the Management Plan shall be administered by the Watermaster subject to the governance provisions herein. All payments shall be made to the Watermaster and shall be maintained in a separate restricted fund. All assessments shall be used exclusively to acquire imported, recycled or Metropolitan water for the recharge of the Management Area, and for the facilities and operational and administrative expenses associated with the assessment and recharge programs. Subject to Management Plan approval, assessments may also be used by affected parties to acquire and deliver water for direct use by the parties, in lieu of pumping.

12. Replenishment Program. The replenishment program contemplated by the Management Plan shall also be administered by the Watermaster. The program shall include: the acquisition of supplemental water supplies (including imported, recycled and Soboba Tribe water); the expenditure of assessments; the recharge of the Management Area; and the construction and operation of all necessary facilities, including but not limited to, development of surface and sub-surface percolation and injection facilities. Priority for replenishment will be based on an equitable

apportionment of available replenishment water among the sub-basins after full consideration of: the Public Agency's participation in the payment in Section 9(E) above; the Management Area conditions; water demands; the availability of storage capacity to accommodate the recharge of natural flows; the availability of appropriate conveyance facilities; and the availability of replenishment or imported water. The Watermaster is encouraged to take advantage of surplus imported water that occasionally may be available at low cost, and to use available assessment funds to bank such recharge against future pumping in excess of adjusted production rights.

13. Rights to Groundwater. Groundwater in the Management Area may occur from: natural recharge; spreading operations of natural flows; replenishment with imported, recycled or Metropolitan water acquired with assessment funds; or in-lieu recharge programs financed with assessment funds. All such groundwater shall be available to support the pumping of the parties as allowed herein, and shall not be the property of any individual party, subject to the provisions of Section 14.

14. Storage Rights. The parties recognize that unused storage capacity exists in the Management Area, and the Management Plan contemplates that this capacity will be managed conjunctively with available imported and recycled water supplies. Subject to availability of the Management Plan fund for assessments and unused storage capacity as determined by Watermaster, the Management Area will be recharged and water stored therein when such supplies are available, and drawn upon by the Public Agencies in dry years when such supplemental water supplies may not be available. In addition, unused storage capacity as determined by Watermaster may be used for “put and take” operations of recycled or imported water that is paid for by any party to the Management Plan provided that:

A. Such operations do not interfere with the rights of any other pumper, or with the use of the storage capacity for recharge and storage under the Management Plan;

B. Water available for recharge is purchased first, as needed, for the Management Plan;

C. Later recovery of stored water shall exclude losses; and

D. Such recovered water may be used anywhere within the service area of the party.

Any conjunctive use programs for the benefit of territory outside of the Management Area shall be subject to the governance provisions herein. Any storage, conjunctive use programs by third parties or in-lieu recharge programs financed with assessment funds shall be subject to the governance provisions herein.

15. Spreading Operations. The Public Agencies shall independently or jointly operate their respective facilities to maximize the existing spreading and recharge operations of natural flow in the Management Area.

16. Recharge Water Quality. Consistent with Section 4(E) above all water used to replenish any sub-basin in the Management Area shall meet the Regional Water Quality Control Board requirements, and may be used in any sub-basin where such requirements are met.

17. Recharge Losses. The accounting for storage recharge of the Management Area shall not include any water that escapes therefrom and migrates downstream beyond the Management Area. Losses will be calculated based upon best engineering principles.

18. Recycled Water. The use of recycled water can be of substantial benefit in providing additional water in the Management Area. Each Public Agency may implement a recycled water program, including the ownership, operation and construction of all necessary facilities, and the application for and administration of any loan or grant applications. The Management Plan will support loan or grant applications, and the Public Agencies will work to integrate recycled water into the Management Plan to the extent economically feasible while meeting regulatory standards. Subject to existing recycled water contracts, the Management Plan will have a first right of refusal to purchase excess recycled water for recharge. Priority shall be given to Management Area recharge for the use of recycled water which originates therefrom.

19. Export. The Public Agencies may export water outside the Management Area, on a temporary basis, upon approval by the Watermaster.

However, any water exported shall be replenished with an appropriate amount of similar or better quality water as determined by Watermaster. Also, water exports by the Public Agencies shall not interfere with the Management Plan or any other Public Agency's operations. The Management Plan will set forth the specific criteria for the export of water, including, but not limited to, conjunctive use programs.

20. Credits. Recharge credits documented before the Management Plan shall be calculated pursuant to the Management Plan. Future recharge credits shall be established by replenishment of water or by not exercising the full, adjusted base production right, and shall be calculated pursuant to the Management Plan.

21. Tunnel Seepage, Stream Diversions, Fruitvale To resolve Eastern's use of Tunnel seepage, Lake Hemet's stream diversions and Eastern's use of Fruitvale water, 900 afy shall be added to Hemet's adjusted base production and 900 afy shall be added to San Jacinto's adjusted base production right as discussed in Section 5 above. This is intended to provide Hemet and San Jacinto a fair share of water from these disputed issues.

22. Governance. The Management Plan will be administered by a Watermaster as follows:

A. The governing board of the Watermaster shall consist of one elected official from each of the Public Agencies and one Private Pumper representative selected by the Private Pumpers who participate in the Management Plan. Each member shall have one vote.

B. The Watermaster's duties shall include: determining safe yield; determining replenishment needs; determining annual adjusted base production rights; purchasing and selling imported and recycled water; constructing future capital facilities; establishing assessment rates; initiating necessary conservation and drought management measures; and implementing other responsibilities identified in the Management Plan documents.

Dated: _____, 2004.

EASTERN MUNICIPAL WATER
DISTRICT

By: _____

Dated: _____, 2004.

LAKE HEMET MUNICIPAL WATER
DISTRICT

By: _____

Dated: _____, 2004.

CITY OF HEMET

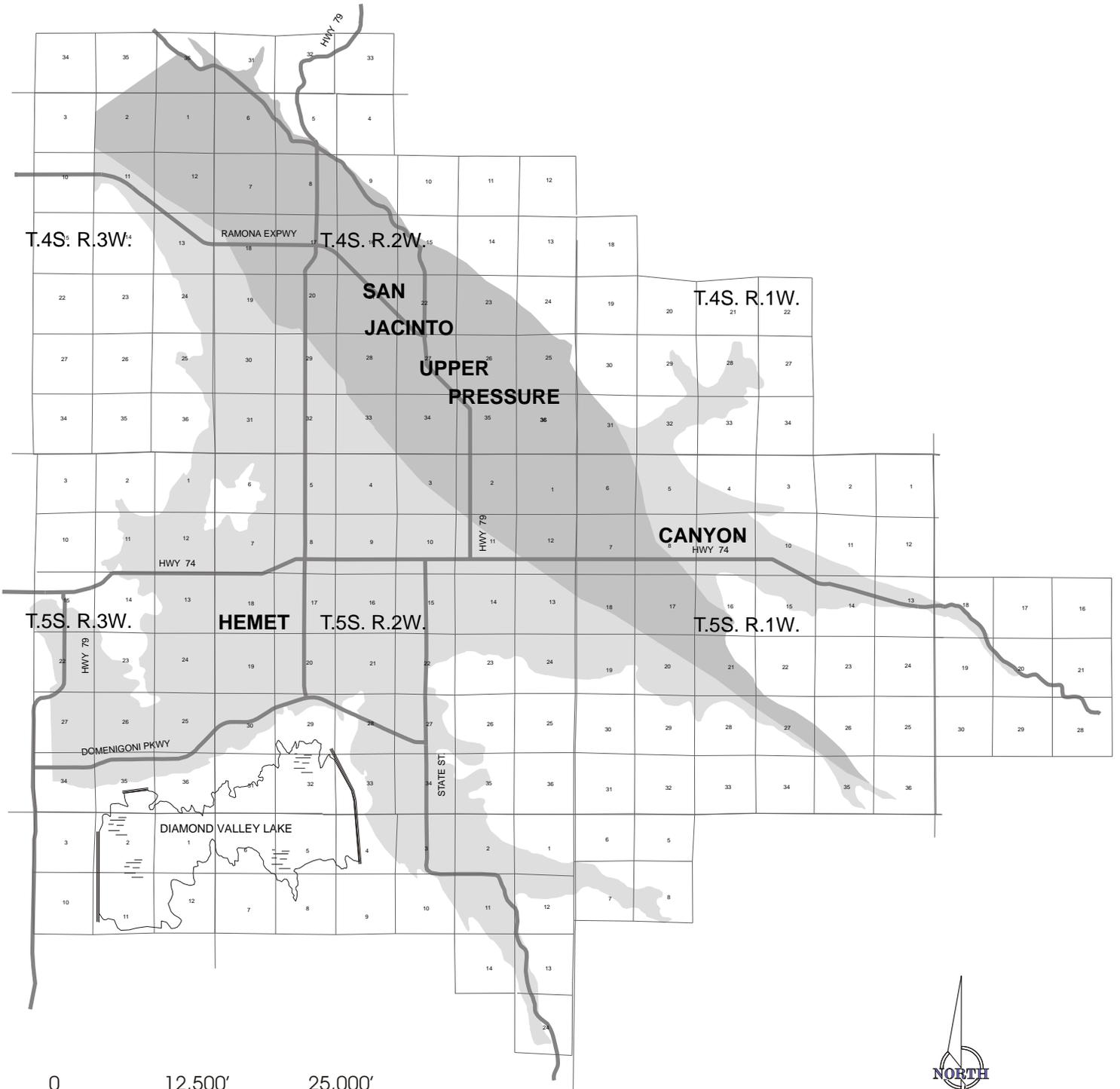
By: _____

Dated: _____, 2004.

CITY OF SAN JACINTO

By: _____

MANAGEMENT AREA



1" = 12,500'
05-29-2003

Appendix E. List of Committee Attendees

The attendees of the PC who contributed to this plan:

Name	Title	Affiliation
Debi Lara	Administrative Assistant	City of Hemet
Marc Searl	Member, City Council	City of Hemet
Steve Temple	City Manager	City of Hemet
Eric Vail	Attorney	City of Hemet
Lori VanArsdale	Member, City Council	City of Hemet
Dennis Williams	Consultant	City of Hemet
Chris Carlson-Buydos	Member, City Council	City of San Jacinto
Bob Hargreaves	Attorney	City of San Jacinto
Steven Johnson	Consultant	City of San Jacinto
Barry McClellan	City Manager	City of San Jacinto
Ken Shaw	Member, City Council	City of San Jacinto
Samson Haile-Selassie	Project Manager	DWR
Eric Hong	Project Manager	DWR
Dale Schafer	Facilitator	DWR
Ali Taghavi	Consultant	DWR
Mike Garner	Asst. General Manager	EMWD
Richard Hall	Member, BOD	EMWD
Behrooz Mortazavi	Asst. General Manager	EMWD
Tony Pack	General Manager	EMWD
Ravi Ravishanker	Deputy General Manager	EMWD
Gerry Shoaf	Attorney	EMWD
Rodger Siems	Member, BOD	EMWD
Herb Forst	Member, BOD	LHMWD
John Fricker	Member, BOD	LHMWD
Rob Lindquist	General Manager	LHMWD
Art Littleworth	Attorney	LHMWD
John Loncar	Consultant	LHMWD
Tom Wagoner	General Manager	LHMWD
Bruce Scott	Private Water Producer	Private Water Producer
Jim Conner	Private Water Producer	Private Water Producer
Bill Corwin	Private Water Producer	Private Water Producer
Gary McMillan	Private Water Producer	Private Water Producer
Randy Record	Private Water Producer	Private Water Producer
Joe Garcia	Environmental Specialist	Soboba Tribe

Appendix E. List of Committee Attendees

The members of the TC who contributed to this plan:

Name	Title	Affiliation
Mike Gow	Director of Public Works	City of Hemet
Dennis Williams	Consultant	City of Hemet
Steve Johnson	Consultant	City of San Jacinto
Maurice Hall	Project Manager	DWR
Eric Hong	Project Manager	DWR
Dale Schafer	Facilitator	DWR
Ali Taghavi	Consultant	DWR
Khos Ghaderi	Director of Operations	EMWD
Joe Lewis	Director of Engineering Svcs.	EMWD
Fahkri Manghi	Hydrologist	EMWD
Behrooz Mortazavi	Asst. General Manager	EMWD
Peter Odencrans	Public Affairs Officer	EMWD
Ralph Phraner	Senior Geologist	EMWD
Ravi Ravishanker	Deputy General Manager	EMWD
John Loncar	Consultant	LHMWD
Tom Wagoner	General Manager	LHMWD
Dick Kelley	Private Water Producer	Private Water Producer
Bruce Scott	Private Water Producer	Private Water Producers
Joe Garcia	Environmental Specialist	Soboba Tribe
Peter Pyle	Consultant	Soboba Tribe

Appendix E. List of Committee Attendees

The representatives of each Public Agency and DWR at CAM Committee meetings who contributed to this plan:

Name	Title	Affiliation
Steve Temple	City Manager	City of Hemet
Eric Vail	Attorney	City of Hemet
Dennis Williams	Consultant	City of Hemet
Bob Hargreaves	Attorney	City of San Jacinto
Steve Johnson	Consultant	City of San Jacinto
Barry McClellan	City Manager	City of San Jacinto
Samson Haile-Selassie	Project Manager	DWR
Eric Hong	Project Manager	DWR
Dale Schafer	Facilitator	DWR
Ali Taghavi	Consultant	DWR
Mike Garner	Asst. General Manager	EMWD
Behrooz Mortazavi	Asst. General Manager	EMWD
Tony Pack	General Manager	EMWD
Chuck Rathbone	Director of Finance	EMWD
Gerry Shoaf	Attorney	EMWD
Art Littleworth	Attorney	LHMWD
John Loncar	Consultant	LHMWD
Tom Wagoner	General Manager	LHMWD

LHMWD SURFACE WATER DIVERSION

EMWD IMPORTED WATER USAGE

EMWD RECYCLED WATER PRODUCTION

EMWD RECYCLED WATER SALES

**EMWD
Historical Water Supply Components (AF)**

Year	Groundwater*	Imports	Recycled Water**	Sales to other Agencies	Conveyance Water	Total
1984	11,763	2,228	0	(1,811)	0	12,181
1985	11,859	971	0	(2,301)	0	10,529
1986	11,605	605	0	(1,750)	0	10,460
1987	12,217	2,889	37	(3,549)	0	11,594
1988	14,539	4,463	42	(2,929)	0	16,116
1989	14,762	5,712	40	(4,500)	0	16,014
1990	16,533	5,774	24	(8,417)	0	13,915
1991	12,051	378	24	(2,667)	0	9,786
1992	11,810	92	25	(2,149)	0	9,778
1993	10,483	0	1	(155)	0	10,329
1994	12,253	0	0	(1,823)	0	10,430
1995	11,055	50	7	(707)	0	10,406
1996	16,349	0	57	(1,902)	(2,583)	11,921
1997	16,282	183	31	(1,133)	(3,120)	12,242
1998	14,692	0	4	(417)	(3,656)	10,623
1999	17,458	0	0	(1,658)	(3,130)	12,670
2000	17,634	198	0	(2,236)	(2,690)	12,906
2001	15,127	1,761	0	(2,853)	(907)	13,128
2002	15,370	0	0	(4,895)	(929)	9,546
2003	13,693	325	0	(1,864)	(686)	11,468
2004	12,515	5,636	0	(4,283)	0	13,868

* Groundwater includes conveyance water

** Recycled water does not include water sold to land owners for irrigation

LHMWD
Historical Water Supply Components (AF)

Year	Groundwater	Purchases from EMWD	Surface Water	Total
1984	4,901	1811	*	*
1985	6,609	2074	6,557	15,241
1986	6,961	1750	6,078	14,789
1987	6,929	3396	4,418	14,743
1988	7,427	2792	6,424	16,642
1989	6,481	4338	6,837	17,656
1990	5,829	8382	1,902	16,114
1991	7,559	2300	2,057	11,917
1992	7,770	2149	2,206	12,125
1993	6,748	155	6,064	12,967
1994	9,780	1820	1,633	13,233
1995	9,166	653	4,328	14,146
1996	10,932	1841	3,359	16,132
1997	12,472	507	2,959	15,938
1998	9,356	266	4,019	13,641
1999	13,390	952	3,033	17,375
2000	13,093	1808	1,765	16,666
2001	12,490	2103	1,348	15,941
2002	12,595	4100	441	17,136
2003	12,044	1343	1,530	14,918
2004	11,900	3635	1,330	16,865

* Surface water data unavailable for 1984

**City of Hemet Water Service Area
Historical Water Supply Components (AF)**

Year	Groundwater	Purchases from EMWD	Total
1984	3,514	0	3,514
1985	3,810	227	4,037
1986	5,531	0	5,531
1987	4,669	153	4,822
1988	6,306	137	6,443
1989	6,549	162	6,711
1990	5,776	35	5,811
1991	5,138	367	5,505
1992	5,597	0	5,597
1993	5,478	0	5,478
1994	5,327	3	5,330
1995	5,643	1	5,644
1996	5,961	14	5,975
1997	5,891	27	5,918
1998	4,801	31	4,832
1999	4,805	642	5,447
2000	5,048	428	5,476
2001	4,735	749	5,484
2002	4,955	761	5,716
2003	4,999	518	5,517
2004	5,684	345	6,029

**City of San Jacinto Water Service Area
Historical Water Supply Components (AF)**

Year	Groundwater	Purchases from EMWD	Total
1984	2,805	0	2,805
1985	2,840	0	2,840
1986	2,763	0	2,763
1987	2,746	0	2,746
1988	2,980	0	2,980
1989	2,662	0	2,662
1990	3,841	0	3,841
1991	3,051	0	3,051
1992	3,481	0	3,481
1993	2,802	0	2,802
1994	2,793	0	2,793
1995	2,637	54	2,691
1996	2,831	47	2,878
1997	2,337	600	2,937
1998	2,585	120	2,705
1999	2,766	65	2,831
2000	2,780	0	2,780
2001	2,742	1	2,743
2002	3,231	34	3,265
2003	3,154	2	3,156
2004	2,794	303	3,097

**Private Water Producers
Historical Water Supply Components (AF)**

Year	Groundwater	Recycled Water	Total
1984	27,420	2086	29,506
1985	30,465	4076	34,541
1986	29,317	4480	33,797
1987	28,512	4461	32,973
1988	27,933	5010	32,943
1989	27,390	5571	32,961
1990	24,725	4439	29,164
1991	23,894	3688	27,582
1992	23,904	3076	26,980
1993	26,130	3301	29,431
1994	30,777	2416	33,193
1995	28,777	3847	32,624
1996	27,216	4312	31,528
1997	28,566	4507	33,073
1998	27,630	3926	31,556
1999	29,358	4975	34,333
2000	33,123	4596	37,719
2001	28,678	4319	32,997
2002	19,962	4888	24,850
2003	15,465	3898	19,363
2004	17,179	5047	22,226

**Soboba Tribe
Historical Water Supply Components (AF)**

Year	Groundwater	Total
1984	398	398
1985	948	948
1986	912	912
1987	450	450
1988	450	450
1989	450	450
1990	450	450
1991	450	450
1992	450	450
1993	450	450
1994	246	246
1995	951	951
1996	1,324	1,324
1997	1,190	1,190
1998	1,000	1,000
1999	1,545	1,545
2000	1,321	1,321
2001	1,536	1,536
2002	2,016	2,016
2003	1,773	1,773
2004	1,315	1,315



STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS

License for Diversion and Use of Water

APPLICATION 924

PERMIT 468

LICENSE 10667

EASTERN MUNICIPAL WATER DISTRICT
P. O. BOX 858, HENET, CALIFORNIA 92343

THIS IS TO CERTIFY, That

HAS *made proof as of* JANUARY 23, 1969 *(the date of inspection)*
to the satisfaction of the State Water Resources Control Board of a right to the use of the water of
SAN JACINTO RIVER IN RIVERSIDE COUNTY

tributary to LAKE ELSINORE

for the purpose of IRRIGATION AND DOMESTIC USES
under Permit 468 of the Board and that the right to the use of this water has been perfected
in accordance with the laws of California, the Regulations of the Board and the permit terms; that the
priority of this right dates from FEBRUARY 14, 1918 and that the amount of water to which
this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated
purposes and shall not exceed FIVE THOUSAND SEVEN HUNDRED SIXTY (5,760) ACRE-Feet PER ANNUM,
TO BE COLLECTED TO UNDERGROUND STORAGE BY SPREADING FROM NOVEMBER 1 OF EACH YEAR TO
JUNE 30 OF THE SUCCEEDING YEAR AT A RATE OF 41 CUBIC FEET PER SECOND AND SUBSEQUENTLY
EXTRACTED AND PLACED TO BENEFICIAL USE. SO LONG AS THERE IS NO INTERFERENCE WITH
OTHER RIGHTS, JUNIOR, AS WELL AS SENIOR, LICENSEE MAY INCREASE HIS RATE OF DIVERSION
TO A MAXIMUM OF 100 CUBIC FEET PER SECOND; PROVIDED THAT THE TOTAL QUANTITY DIVERTED
IN ANY 30-DAY PERIOD DOES NOT EXCEED 2,442 ACRE-Feet.

THE POINTS OF DIVERSION OF SUCH WATER ARE LOCATED:

- (1) SOUTH 2,900 FEET AND EAST 1,400 FEET FROM NW CORNER OF SECTION 10, T5S, R1E, SBB&M, BEING WITHIN NE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SAID SECTION 10, AND
- (2) NORTH 1,600 FEET AND WEST 900 FEET FROM SW CORNER OF SECTION 4, T5S, R1E, SBB&M, BEING WITHIN NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SAID SECTION 4.

A DESCRIPTION OF LANDS OR THE PLACE WHERE
SUCH WATER IS PUT TO BENEFICIAL USE IS AS FOLLOWS:

DOMESTIC USE AND IRRIGATION OF 7,500 ACRES NET WITHIN A GROSS AREA OF 29,500 ACRES
WITHIN T4S, R1W; T4S, R1E; T5S, R1E; T5S, R1W; T5S, R2W, SBB&M, AS SHOWN ON MAP
FILED WITH STATE WATER RESOURCES CONTROL BOARD.

DIVERSION OF WATER UNDER THIS LICENSE IS, AND SHALL BE, SUBJECT TO THE PRO-
VISION OF JUDGMENT AND DECREE ISSUED IN CASE NUMBER 51,546 IN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE, SAID JUDGMENT AND
DECREE BEING DATED 3 JUNE, 1954.

Licensee shall allow representatives of the Board and other parties, as may be authorized from time to time by the Board, reasonable access to project works to determine compliance with the terms of this license.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Board in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Board.

The right hereby confirmed to the diversion and use of water is restricted to the point or points of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the Board.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Dated: MAY 25 1976

STATE WATER RESOURCES CONTROL BOARD

R. J. Rosenberger
Chief, Division of Water Rights

Division	DISTRIBUTION	Code
	State Secretary	
	General Manager	
	Deputy General Manager	
	Administrative Services	
	Community Relations	
	Contract Administration	
	Purchasing	
	Engineering Branch	
	Planning	
	Maps & Records	
	Engineering	
	Construction	
	Operations Branch	
	Water Reservoirs	
	Water Operations & M. & S.	
	Water Utility	
	Administrative Branch	
	Customer Service	
	Water Billing	
	Public Information	
	Finance	
	General Services	

W/enuL.

APPENDIX H1: PREPARATION OF WATER MANAGEMENT PLAN

***APPENDIX H2: DRAFT AGREEMENT REGARDING PHASE 1 FACILITIES
CONSTRUCTION COST AND USE***

APPENDIX H3: MONITORING PROGRAM

APPENDIX H4: INTERIM WATER SUPPLY PLAN

MEMORANDUM OF UNDERSTANDING

PREPARATION OF WATER MANAGEMENT PLAN FOR THE HEMET/SAN JACINTO MANAGEMENT AREA

This Memorandum Of Understanding: Preparation of Water Management Plan for the Hemet/San Jacinto Management Area ("MOU"), is hereby entered into this 17th day of June, 2004 by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. Groundwater in the Hemet/San Jacinto Management area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County providing an invaluable contribution to the local economy and public good. As a result, the Parties have acknowledged their collective interest in the management of local water resources within the Hemet/San Jacinto Management area.

B. In furtherance of this collective interest, the Parties entered into that "Memorandum of Understanding to Work Cooperatively to Promote Conjunctive Use Projects and Programs in Upper San Jacinto River Basins" dated June 19, 2001 (the "Conjunctive Use MOU"). The purpose of the Conjunctive Use MOU is to encourage cooperation among the Parties to facilitate and support local groundwater management efforts and conjunctive use programs particularly those that could increase dry-year water supplies, within the safe-yield and without the overdraft of San Jacinto groundwater basins.

C. In the cooperative spirit of the Conjunctive MOU and with assistance from the State Department of Water Resources, the parties engaged in several rounds of policy discussions and technical investigations into suitable methods to alleviate the overdraft, manage long term water supplies, and provide for demands of growth. As the result of these efforts, the Parties each approved a statement of principles entitled "Principles for Water Management" (the "Principles") in February 2004 with regard to the Hemet and San Jacinto Basins. The Principles established the framework from which the Parties agreed to develop a Water Management Plan for the Hemet and San Jacinto Basins.

D. The intent of this MOU is to provide for the creation of the Water Management Plan ("WMP") called for in the Principles, to appoint Eastern Municipal Water District as the Contract Administrator for preparation of the WMP, and to establish an equitable mechanism for funding the WMP by the Parties.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 AGREEMENT TO UNDERTAKE WMP

1.1 **Cooperation.** The Parties agree that the WMP shall be timely undertaken and completed in accordance with this MOU. In order to ensure the timely and efficient completion of the WMP within the budget described in this MOU, the Parties agree to cooperate with and amongst each other, to share information necessary for the preparation of the WMP, and to take such other reasonable actions as may be necessary for the timely completion of the WMP, provided such actions do not result in additional costs to the Parties.

1.2. **Scope of Work.** The WMP shall be prepared in accordance with the Scope of Work attached hereto and incorporated herein by reference as Attachment 1 (hereinafter referred to as the "Scope of Work"). The Scope of Work defines the extent of the WMP, the tasks necessary for its completion, assigns responsibility for those tasks, and outlines the basic content of each constituent section.

1.3. **Consultant.** The Parties agree that the WMP shall be prepared by an independent contractor, except for those sections which the Scope of Work designates will be prepared by EMWD or the Parties collectively. The Parties agree that Water Resources & Information Management Engineering, Inc, (hereinafter "WRIME") is hereby selected to be the independent contractor principally responsible for undertaking and completing the Scope of Work. However, it is contemplated that WRIME will subcontract with, or EMWD will enter into separate contracts with, GEOSCIENCE, Support Services, Inc., and Stetson Engineering (hereinafter collectively referred to as "Subconsultants") for certain work identified in the Scope of Work. Subconsultants shall serve as consultants for WRIME with regard to performance of the Scope of Work and shall not serve as consultants for Hemet or San Jacinto or their attorneys for performance of the Scope of Work.

1.4. **Project Cost.** The Parties agree that the amount to be paid to WRIME and Subconsultants for undertaking and completing the Scope of Work shall not exceed that amounts reflected on the WMP Budget attached hereto and incorporated herein by reference as Attachment 2. The WMP Budget reflects a total, not to exceed, project cost of \$180,894 ("Total Project Cost"). The Parties agree that the approximately \$16,869 remaining in the budget for the Hemet/San Jacinto Groundwater Association ("GWA") and the approximately \$20,000 remaining in the budget for the Integrated Water Management Plan ("IWMP") shall be reprogrammed and allocated toward payment of the Total Project Cost. After application of these funds, a cost of \$144,025 remains to be funded by and apportioned among the Parties ("Adjusted Project Cost"). The Adjusted

Project Cost excludes individual expenses of the Parties regarding for their own review, comment, and approval of the WMP as well as expenses of EMWD in preparing sections of the WMP for which the Scope of Work indicates it is principally responsible.

ARTICLE 2.0 OBLIGATIONS OF THE PARTIES

2.1 **Funding of WMP.** Each of the Parties individually agrees to fund up to their apportioned share of the Adjusted Project Cost as determined in Article 3.0 "Apportionment of Cost" and to pay such share in a lump sum payment within thirty (30) calendar days of receipt of an invoice from EMWD, provided that EMWD invoices the parties in July of 2004 or thereafter in accordance with Attachment 3.

2.2 **Administration of Contract.** EMWD hereby agrees to act as the contracting agency for the preparation of the WMP. In this regard, EMWD shall enter into and execute the appropriate contract(s) with WRIME and the Subconsultants to perform the Scope of Work for an amount not to exceed the Project Cost. EMWD shall also perform the duties set forth in Attachment 3.

ARTICLE 3.0 APPORTIONMENT OF COST

3.1. **Method of Apportionment.** The Parties agree to apportion the Adjusted Project Cost among themselves based on each Party's pro rata share of the total base production of all the Parties as determined by the Hemet/San Jacinto Policy Committee and shown below:

Apportionment of Adjusted Project Cost (*900 af credit taken out)			
Agency	Base Production (AF)	Percentage	Cost Contribution
City of Hemet*	5,420	17.7 %	\$ 25,492
City of San Jacinto*	3,131	10.3 %	\$ 14,835
LHMWD.	11,063	36.3 %	\$ 52,281
EMWD	10,869	35.7 %	\$ 51,417
Totals	30,483	100.0 %	\$144,025

ARTICLE 4.0 MISCELLANEOUS PROVISIONS

4.1 **Term.** This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, upon acceptance of the completed WMP by the governing boards of each of the Parties, provided the Consultant has been fully paid for the Scope of Work and has released the Parties, and each of them, from any claims for further or additional compensation for the Scope of Work.

4.2 **Ownership of Documents.** The WMP together with all data, information, materials and reports (including electronically or digitally stored materials) produced in the preparation of the WMP shall become the joint property of the Parties upon acceptance of the WMP.

4.3 **Individual Costs & Expenses.** Except for the costs and expenses which the Parties have collectively agreed to fund as provided in Article 3.0 "Apportionment of Funding" of this MOU, any cost or expense incurred any one of the Parties with regard to the WMP or its review or approval, shall remain the sole cost and expense of the incurring Party.

4.4 **Authority.** The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

4.5 **Counterpart Originals.** This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

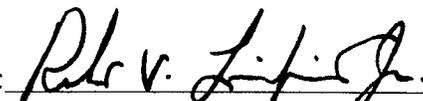
4.6 **Effective Date.** This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

EASTERN MUNICIPAL WATER DISTRICT

By:  _____
AS GALK, General Manager

LAKE HEMET MUNICIPAL WATER DISTRICT

By:  _____
ROBERT V. LINDQUIST, JR., General Manager

[additional signatures on following page]

CITY OF HEMET

By:  _____
Steve Temple, City Manager

ATTEST:

By: Sarah McComas
~~Stephen Clayton~~ Sarah McComas
Deputy City Clerk

Approved as to Form:

By: Julie H. Biggs
~~Eric S. Vail~~ Julie H. Biggs
Assistant City Attorney

CITY OF SAN JACINTO

By: Peter A. Cosentino
Peter A. Cosentino City Manager

ATTEST:

By: Dorothy J. Chauinard
City of San Jacinto
City Clerk

Approved as to Form:

By: Robert Harjo
~~Robert Harjo~~ Robert Harjo
City Attorney

**AGREEMENT TO DEVELOP A GROUNDWATER
MONITORING PROGRAM IN THE
HEMET/SAN JACINTO MANAGEMENT AREA**

THIS AGREEMENT is made and entered into by and among the following entities, which are hereinafter collectively referred to as the "AGENCIES."

City of Hemet
Lake Hemet Municipal Water District

City of San Jacinto
Eastern Municipal Water District

I. RECITALS

A - Background:

1. Groundwater in the Hemet/San Jacinto Management Area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County providing an invaluable contribution to the local economy and public good.
2. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District strive to increase the availability and reliability of local surface and ground water resources in the area.
3. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District have an interest in the management of local water resources within the Hemet/San Jacinto Management Area.
4. The Department of Water Resources seeks to support local groundwater management efforts, particularly those that could increase dry-year water supplies, within the safe yield and without the overdraft of groundwater resources.
5. Through cooperation, open communication, and consensus building among the AGENCIES, the Hemet/San Jacinto Groundwater Policy and Technical Committees were formed in June of 2001 to identify programs needed to improve groundwater resources management in the area.
6. The AGENCIES have determined that development and implementation of a groundwater monitoring program is necessary for the accurate evaluation of the operational yield of the Hemet/San Jacinto Management Area.

B – The Purpose of this Agreement:

1. Develop a Monitoring Program in the Hemet/San Jacinto Management Area.
2. Appoint Eastern Municipal Water District as the Monitoring Program Administrator.
3. Establish an equitable funding mechanism among the Agencies to collect and fund the Monitoring Program.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the AGENCIES hereby agree as follows:

A Develop a Groundwater Monitoring Program:

The AGENCIES and other private groundwater producers in the area hereby agree to develop the Groundwater Monitoring Program, as more specifically provided for in Attachment 1.

B Roles and Responsibilities of the AGENCIES:

The AGENCIES shall perform the duties as more specifically provided for in Attachment 1.

C Monitoring Program Costs:

A total of \$200,000 is estimated to be required for the meter installation and first year operation of the monitoring program. This amount includes contingencies and uncertainties associated with such monitoring programs. Attachment 1 contains detailed cost estimates.

It is anticipated that Department of Water Resources (DWR) will contribute \$100,000 of the \$200,000 estimated cost for the meter installation and first year implementation of the monitoring program, provided the Agencies agree to fund and implement the monitoring program into future years pursuant to Covenant II.D, below.

D Cost Sharing of the Monitoring Program:

Until the full implementation of the Water Management Plan, the AGENCIES will share the annual Monitoring Program costs based on their base groundwater production percentages as determined by the Hemet/San Jacinto Groundwater Policy Committee and shown below:

Cost Sharing Prior to Plan Implementation			
Agency	Base Production (AF)	Percentage	Cost Contribution
City of Hemet	6,320	19.6 %	\$ 19,600
City of San Jacinto	4,031	12.5 %	\$ 12,500
LHMWD.	11,063	34.2 %	\$ 34,200
EMWD	10,869	33.7 %	\$ 33,700
Totals	32,283	100.0 %	\$100,000

As noted above, the AGENCIES' share of the first year's budget is \$100,00. Future years' budgets will be approved by the Hemet/San Jacinto Groundwater Policy Committee, and incorporate any excesses or deficits from prior years.

E Term of the Agreement:

This Agreement shall terminate, unless extended by mutual agreement of the AGENCIES, on the date a stipulated judgment for the Water Management Plan is executed by the AGENCIES provided that all debts and liabilities of the Monitoring Program are satisfied.

An Agency may terminate its participation in this agreement on an anniversary date of the Agreement by given the other Agencies written notice three months prior to that anniversary date.

F Ownership of Documents:

All data and reports produced shall become the joint property of the AGENCIES.

G Effective Date:

This Agreement shall become effective upon execution by all AGENCIES pursuant to authorization by each AGENCY's Governing Board.

H Counterparts:

This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the AGENCIES have executed this Agreement on the date set forth below.

CITY OF HEMET

DATE 9/13/03

BY 
City Manager

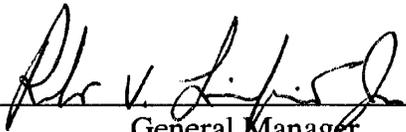
CITY OF SAN JACINTO

DATE 9-16-03

BY 
City Manager

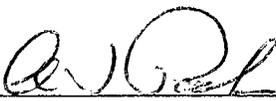
**LAKE HEMET MUNICIPAL
WATER DISTRICT**

DATE 9/16/03

BY 
General Manager

EASTERN MUNICIPAL WATER DISTRICT

DATE 9/19/03

BY 
General Manager

**AGREEMENT TO IMPLEMENT THE 2005 WATERSHED
MONITORING PROGRAM IN THE
HEMET/SAN JACINTO MANAGEMENT AREA**

THIS AGREEMENT is made and entered into by and among the following entities, which are hereinafter collectively referred to as the "AGENCIES."

City of Hemet
Lake Hemet Municipal Water District

City of San Jacinto
Eastern Municipal Water District

I. RECITALS

A - Background:

1. Groundwater in the Hemet/San Jacinto Management area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County providing an invaluable contribution to the local economy and public good.
2. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District strive to increase the availability and reliability of local surface and ground water resources in the area.
3. The Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District have an interest in the management of local water resources within the Hemet/San Jacinto Management area.
4. The Department of Water Resources seeks to support local groundwater management efforts, particularly those that could increase dry-year water supplies, within the safe yield and without the overdraft of groundwater resources.
5. Through cooperation, open communication, and consensus building among the AGENCIES, the Hemet/San Jacinto Policy and Technical Committees was formed in June of 2001 to identify programs needed to improve groundwater resources management in the area.
6. The AGENCIES developed and implemented a groundwater monitoring program for the year 2004 for the accurate evaluation of groundwater changes within the Hemet/San Jacinto Management area.
7. The AGENCIES are interested in the continuation of the groundwater monitoring program for the accurate evaluation of water resources in the Hemet/San Jacinto Management area.
8. The AGENCIES are interested in overseeing the current USGS surface water monitoring program for better evaluation of the recharge into the Hemet/San Jacinto Management area.
9. The AGENCIES have determined that implementation of a watershed monitoring program which consists of groundwater and surface water monitoring is necessary for the accurate evaluation of the safe yield of the Hemet/San Jacinto Management area.

B – The Purpose of this Agreement:

1. Conduct a Watershed Monitoring Program which consists of groundwater and surface water monitoring in the Hemet/San Jacinto Management area for year 2005.
2. Appoint Eastern Municipal Water District as the Monitoring Program Administrator.
3. Establish an equitable funding mechanism to collect the corresponding shares of each entity to fund the Monitoring Program for 2005.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the AGENCIES hereby agree as follows:

A Watershed Monitoring Program:

The AGENCIES and other private groundwater producers in the area hereby will implement a Watershed Monitoring Program during 2005.

B Roles and Responsibilities of the AGENCIES:

The AGENCIES shall continue the duties as performed during implementation of the Groundwater Monitoring Program in 2004 and oversee the surface water monitoring conducted by U.S. Department of Interior - Geological Survey (USGS).

C Monitoring Program Costs:

A total of \$112,000 is estimated to be required for the operation of the watershed monitoring program during 2005. This amount includes participation in a cooperative surface water monitoring program with USGS in addition to the groundwater monitoring program conducted during 2004. Contingencies and uncertainties associated with such monitoring programs are also included in this amount.

D Cost Sharing of the Monitoring Program:

Until the full implementation of the Water Management Plan, the AGENCIES will share the Watershed Monitoring Program costs based on their base groundwater production percentages that are subject to assessments as determined by the Hemet/San Jacinto Policy Committee and shown below:

Cost Sharing For 2005				
Agency	Base Production (AF)	Production subject to Assessment	Percentage	Cost Contribution
City of Hemet	6,320	5,420	17.8%	\$ 19,900
City of San Jacinto	4,031	3,131	10.3%	\$ 11,500
LHMWD.	11,063	11,063	36.3%	\$ 40,700
EMWD	10,869	10,869	35.7%	\$ 39,900

Totals	32,283	30,483	100.0%	\$ 112,000
--------	--------	--------	--------	------------

If the above costs increase by more than 10%, the AGENCIES shall meet and confer on the cost allocation amendment.

E Term of the Agreement:

This Agreement shall terminate, unless extended by mutual agreement of the AGENCIES, on the date a stipulated judgment for the Water Management Plan is executed by the AGENCIES provided that all debts and liabilities of the Monitoring Program are satisfied.

F Ownership of Documents:

All data and reports produced shall become the joint property of the AGENCIES.

G Effective Date:

This Agreement shall become effective upon execution by all AGENCIES pursuant to authorization by each AGENCY's Governing Board.

H Counterparts:

This Agreement may be executed in original counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the AGENCIES have executed this Agreement on the date set forth below.

CITY OF HEMET

DATE 1/26/05

BY 
City Manager

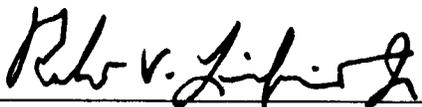
CITY OF SAN JACINTO

DATE 1-12-05

BY ⁰⁰
City Manager

**LAKE HEMET MUNICIPAL
WATER DISTRICT**

DATE JAN. 12, 2004

BY 
General Manager

EASTERN MUNICIPAL WATER DISTRICT

DATE Jan 19, 2005

BY 
General Manager

MEMORANDUM OF UNDERSTANDING

2006-2008 WATERSHED MONITORING PROGRAM

HEMET/SAN JACINTO MANAGEMENT AREA

This Memorandum Of Understanding; 2006-2008 Watershed Monitoring Program, Hemet/San Jacinto Management Area ("MOU"), is hereby dated for reference purposes as of May 23, 2006, by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. The Parties previously entered into an "Agreement to Implement the 2004 Watershed Monitoring Program in the Hemet/San Jacinto Management Area" dated September 19, 2003 ("2004 MOU") and an "Agreement to Implement the 2005 Watershed Monitoring Program in the Hemet/San Jacinto Management Area" dated January 26, 2005 ("2005 MOU"). The purpose and rationale of the Watershed Monitoring Program ("WMP") as reflected in the 2004 MOU and 2005 MOU is to conduct a program which consists of groundwater and surface water monitoring in the Hemet/San Jacinto Management Area ("Management Area") for years 2004 and 2005.

B. The Parties agree that the groundwater in the Management Area has been, and will remain, a significant source of water for the people and agribusiness of Riverside County, thus providing an invaluable contribution to the local economy and public good, for which the Parties strive to increase the availability and reliability of local surface and groundwater resources in the area.

C. The Parties have an interest in the management of local water resources within the Management Area. To this end, the California Department of Water Resources seeks to support local groundwater management efforts, particularly those that could increase dry-year water supplies, within the safe yield and without the overdraft of groundwater resources.

D. Through cooperation, open communication, and consensus building among the Parties, the Hemet/San Jacinto Policy and Technical Committees were formed in June of 2001, to identify programs needed to improve groundwater resources management in the area. Through these committees, the Parties developed and implemented the 2004 MOU and 2005 MOU for the accurate evaluation of groundwater changes within the Management Area. The parties desire to continue the WMP for the accurate evaluation of water resources within the Management Area.

E. The Parties further desire to oversee the current U.S. Department of Interior - Geological Survey ("USGS") Surface Water Monitoring Program for a better evaluation of the

recharge into the Management Area. Accordingly, the Parties have determined that implementation of a WMP which consists of groundwater and surface water monitoring is necessary for the accurate evaluation of the safe yield of the Management Area.

F. In furtherance thereof, it is the purpose and intent of the Parties in entering into this MOU to continue the WMP consisting of groundwater and surface water monitoring in the Management Area for years 2006 through 2008, appoint Eastern Municipal Water District as the WMP Administrator, and establish an equitable funding mechanism to collect the corresponding shares of each entity to fund the WMP for 2006 through 2008. To implement this goal, the Parties pledge to undertake the following actions.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

1.0 THE PARTIES' PLEDGES AND CONDITIONS

1.1 **Pledges by the Parties**. Subject to the conditions set forth in Section 1.2, the Parties pledge the following:

1.1.1 **Implementation of the WMP**. The Parties agree to implement, and other local private groundwater producers have separately agreed to implement outside of this MOU, a WMP for the years 2006 through 2008, and agree to continue the duties as performed during implementation of the 2004 MOU and 2005 MOU to oversee the surface water monitoring conducted by U.S. Department of Interior - Geological Survey (USGS).

1.1.2 **Appointment of EMWD as WMP Administrator**. The Parties agree that EMWD shall be appointed as the WMP Administrator, whose duties shall include the administration of the WMP and the invoicing of the other Parties as provided below.

1.1.3 **WMP Costs**. An annual cost of \$112,000 is estimated to be required for the operation of the WMP for each of the three years from 2006 through 2008. This amount includes participation in a cooperative Surface Water Monitoring Program with USGS in addition to the WMP conducted during 2004 and 2005. Contingencies and uncertainties associated with such monitoring programs are also included in this amount. If the above cost increases by more than 10%, the Parties agree to meet and confer on the cost allocation amendment.

1.1.4 **Cost Sharing of the WMP**. Until the full implementation of the Water Management Plan, the Parties agree to share the WMP costs based on their base groundwater production percentages that are subject to assessments as determined by the Hemet/San Jacinto Policy Committee and shown in the table below:

Cost Sharing For 2006 through 2008				
Agency	Base Production (AF)	Production subject to Assessment	Percentage	Cost Contribution
Hemet	6,320	5,420	17.8%	\$ 19,900
San Jacinto	4,031	3,131	10.3%	\$ 11,500
LHMWD	11,063	11,063	36.3%	\$ 40,700
EMWD	10,869	10,869	35.7%	\$ 39,900
Totals	32,283	30,483	100.0%	\$ 112,000

1.2 **Cooperation with Other Parties.** The Parties agree to cooperate with each other to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

2.0 MISCELLANEOUS PROVISIONS

2.1 **Term and Continuation of the WMP.** This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, on the earlier of the following dates: (i) the date upon which two or more Parties mutually agree to terminate the MOU; (ii) the date upon which all Parties have adopted the Water Management Plan; or (iii) December 31, 2008. During the Term of this MOU, all of the obligations of the Parties shall be continued and carried over to the next calendar year, subject to adjustment if the WMP cost increases by more than 10%. The Parties shall meet and confer during the last quarter of the preceding year to determine the anticipated cost to be apportioned among the Parties for the forthcoming year and memorialized in a statement signed by the managers of all Parties. In any year subsequent to 2006, no Party shall be obligated to contribute more than one hundred twenty-five percent (125%) of its contribution assigned for the prior year without approval of its Board or Council

2.2 **Invoicing.** The Parties agree that EMWD shall invoice each Party for its contribution to the WMP and subsequent years, either in one lump sum during the year, or in installments over the year as is agreed upon by the Party being invoiced and arranged by that Party with EMWD.

2.3 **Ownership of Documents.** The Parties agree that all data and reports produced shall become the joint property of the Parties.

2.4 **Costs & Expenses.** Other than as set forth above, the Parties shall bear their own costs and expenses of otherwise participating in this MOU.

2.5 **Authority.** The individuals executing this MOU on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal

power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

2.6 **Counterpart Originals.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

2.7 **Effective Date.** This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

[SIGNATURE ON FOLLOWING PAGES]

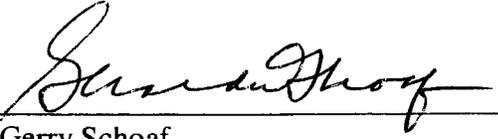
EASTERN MUNICIPAL WATER DISTRICT

By: 
Tony Pack
General Manager

ATTEST:

Approved as to Form:

By: 
Board Secretary

By: 
Gerry Schoaf
General Counsel

LAKE HEMET MUNICIPAL WATER DISTRICT

By: Tom Wagoner
Tom Wagoner, General Manager

ATTEST:

Approved as to Form:

By: John [Signature]
District, Secretary

By: Arthur L. Littleworth
Arthur Littleworth, General Counsel

CITY OF HEMET

By: 
Steve Temple, City Manager

ATTEST:

Approved as to Form:

By: 
Stephen Clayton, City Clerk

By: 
Eric S. Vail, City Attorney

CITY OF SAN JACINTO

By: Barry McClellan
Barry McClellan, City Manager

ATTEST:

Approved as to Form:

By: Dorothy Choinard
Dorothy Choinard, City Clerk

By: Robert Hargreaves
Robert Hargreaves, Special Counsel

C:\Documents and Settings\robert.hargreaves\My Documents\San Jacinto monitoring program MOU 2006-08.doc

MEMORANDUM OF UNDERSTANDING

INTERIM WATER SUPPLY PLAN

UPPER SAN JACINTO SUB-BASINS

This Memorandum Of Understanding; Interim Water Supply Plan, Upper San Jacinto Sub-Basins ("MOU"), is hereby entered into this 1st day of April, 2004 by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. The Parties have entered into that "Memorandum of Understanding to Work Cooperatively to Promote Conjunctive Use Projects and Programs in Upper San Jacinto River Basins" dated June 19, 2001 (the "Conjunctive Use MOU"). The purpose of the Conjunctive Use MOU is to encourage cooperation among the Parties to facilitate and support local groundwater management efforts and conjunctive use programs particularly those that could increase dry-year water supplies, within the safe-yield and without the overdraft of San Jacinto groundwater basins.

B. The Parties have also entered into that "Agreement to Develop a Groundwater Monitoring Program in the Hemet/San Jacinto Management Area" dated _____ 2003 ("GWM Program"). The purpose of the GWM Program is to measure and monitor groundwater levels to assist in the accurate evaluation of conditions of overdraft and the evaluation of operational safe yield in the Hemet/San Jacinto Management Area.

C. Furthermore, in February of 2004, the Parties each approved a statement of principles entitled "Principles for Water Management" (the "PWM") with regard to the Hemet and San Jacinto Basins. The PWM establishes the framework from which the Parties will develop a Water Management Plan for the Hemet and San Jacinto Basins.

D. The Conjunctive Use MOU and the PWM recognize that the Parties, individually and collectively, have an interest in managing and preserving the ground and surface water resources within the Hemet and San Jacinto Basins in order to alleviate an escalating condition of overdraft within those Basins.

E. Through the ongoing GWM Program conducted by the Parties, it has been discovered that well levels within certain portions of the Canyon and Intake sub-areas of the San Jacinto Basin ("Upper San Jacinto Sub-Basins") have declined more than the Parties had originally projected. This fact suggests that the condition of overdraft in the Upper San Jacinto Sub-Basins may be deteriorating more rapidly than anticipated,

making a collective effort to address the situation prudent prior to establishment of the Water Management Plan.

F. Therefore, in furtherance of the goals stated in the Conjunctive Use MOU and the PWM, it is the purpose and intent of the Parties in entering into this MOU to provisionally address the deteriorating situation by providing interim stabilization of the Upper San Jacinto Sub-Basins through the application of approximately 6,000 acre feet of direct and indirect groundwater recharge during calendar year 2004. To implement this goal, the Parties pledge to undertake the following actions during the calendar year 2004.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 - EMWD's PLEDGES AND CONDITIONS

1.1 **Pledges by EMWD.** Subject to the conditions set forth in Section 1.2, EMWD pledges the following:

1.1.1 **Purchase and Recharge of Water.** EMWD will contribute up to Eight Hundred Eighty Three Thousand Dollars and No Cents (\$883,000.00) for the acquisition, transportation, operations, and recharge of imported water into the Upper San Jacinto Sub-Basins. EMWD will coordinate and cooperate with LHMWD and MWD regarding the acquisition of imported water. EMWD understands and agrees that it will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

1.1.2 **Restriction on Conveyances and Exports.** EMWD will use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area during July, August, and September 2004, and will eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2004 calendar year. In addition, EMWD will pursue construction of Reach 16 to deliver recycled water to the Heartland Area and will investigate water supply contingency plans.

1.2 **EMWD's Conditions.** The pledges of EMWD stated in Section 1.1 are subject to the following conditions:

1.2.1 **Optimizing Capacity.** That the Parties cooperate with EMWD's efforts to optimize its delivery capacity during the months of July, August, and September 2004, by refraining, to the extent feasible, from exercising their rights to

delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that any Party's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of their contract rights under the Fruitvale Agreements or such other rights as the Party may have to purchase and receive Fruitvale Water.

1.2.2 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 2.1, 3.2, and 4.2.

1.3 Acceptance of Other Parties' Conditions. EMWD hereby accepts each other Party's conditions on their respective pledges.

1.4 Cooperation with Other Parties. EMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 2.0 - LHMWD'S PLEDGES AND CONDITIONS

2.1 Pledges by LHMWD. Subject to the conditions set forth in Section 2.2, LHMWD pledges the following:

2.1.1 Purchase and Recharge of Water. LHMWD will contribute up to Eight Hundred Twenty-eight Thousand Dollars and No Cents (\$828,000.00) for the acquisition, transportation, operations, and recharge of imported water into the Upper San Jacinto Sub-Basins. LHMWD will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. LHMWD understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

2.1.2 Optimizing Capacity. LHMWD will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining during such months, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD. It is understood and agreed that LHMWD's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of LHMWD's contract rights under the Fruitvale Agreements or such other rights as LHMWD may have to purchase and receive Fruitvale Water.

2.2 LHMWD's Conditions. The pledges of LHMWD stated in Section 2.1 are subject to the following conditions:

2.2.1 Emergency Production of Water. In the event LHMWD experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the LHMWD, LHMWD reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2004 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within LHMWD's entitlement. For amounts required by LHMWD and delivered by EMWD over the entitlement amount, LHMWD shall pay EMWD's then current wholesale water rates.

2.2.2 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area during July, August, and September 2004, and to eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

2.2.3 Preservation of Fruitvale Water Rights. Notwithstanding LHMWD's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of LHMWD's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

2.2.4 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 3.2, and 4.2.

2.3 Acceptance of Other Parties' Conditions. LHMWD hereby accepts each other Party's conditions on their respective pledges.

2.4 Cooperation with Other Parties. LHMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 3.0 - HEMET'S PLEDGES AND CONDITIONS

3.1 Acknowledgement of Conditions. Hemet acknowledges the need of the Parties to cooperatively minimize the impacts on water resources in the Upper San Jacinto Sub-Basins. The Parties acknowledge that groundwater resources and well levels surrounding Hemet's water production facilities in the Hemet Basin have not experienced the same rate of decline, as have facilities of the Parties in the San Jacinto Basin. The Parties further acknowledge that Hemet's temporary reallocation of production from the Upper San Jacinto Sub-Basins to the Hemet Basin, as stated in

Section 3.2.1 [Reallocation of Water Production], is provided by Hemet as a means of cooperating with, and providing benefit to, the other Parties to address the conditions in the Upper San Jacinto Sub-Basins. The Parties also acknowledge that Hemet's temporary reallocation of production will not adversely impact the rights, interests, or facilities of the other Parties, and will not unreasonable contribute to the overdraft of the Hemet Basin.

3.2 **Pledges by Hemet.** Subject to the conditions set forth in Section 3.3, Hemet pledges the following:

3.2.1 **Reallocation of Water Production.** Hemet will reduce its water production and/or receipt from the Upper San Jacinto Sub-Basins during calendar year 2004 by a total of 1072 acre feet. The reduction will be accomplished by: (i) reducing groundwater production from Hemet wells No. 6 and No. 9, by approximately 300 acre feet over the 2004 calendar year; and (ii) by foregoing the exercise of its right to receive deliveries of Entitlement Water or Excess Water ("Fruitvale Water") -- currently 772 acre feet -- under EMWD's Improvement District No. 24 program as provided in that Agreement between Hemet and EMWD dated June 13, 1972 ("Fruitvale Agreement") during calendar year 2004. Hemet will off-set this decrease in water production and/or receipt with an increase in groundwater production from Hemet's new or existing facilities in the Hemet Basin.

3.2.2 **Optimizing Capacity.** Hemet will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining during such months, to the extent feasible, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that Hemet's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of Hemet's contract rights under the Fruitvale Agreements or such other rights as Hemet may have to purchase and receive Fruitvale Water.

3.3 **Hemet's Conditions.** The pledge's of Hemet stated in Section 3.2 are subject to the following conditions:

3.3.1 **Emergency Production of Water.** In the event Hemet experiences an emergency loss of water production capacity, or is otherwise unable to satisfy its municipal demand from its own facilities, as determined by the Hemet Water District, Hemet shall be entitled to increase water production from Hemet Well No. 6 and No. 9, or receive Fruitvale Water during the duration of the emergency. Hemet's pledge to reallocate water production as provided in Section 3.2 shall be reduced by the same amount. However, Hemet shall contribute an amount of funds equal to the acre feet of water produced multiplied by EMWD's then current wholesale water rate for the acquisition of replacement water.

3.3.2 Preservation of Water Lease Obligations. Hemet has an obligation to produce one hundred (100) acre feet of water per year each from Well No. 6 and Well No. 9. Notwithstanding anything to the contrary in Section 3.2, Hemet shall be entitled to produce such amounts from these wells. Hemet anticipates that it will be able to meet both its pledged reduction and its lease obligations.

3.3.3 Preservation of Fruitvale Water Rights. Notwithstanding Hemet's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during calendar year 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of Hemet's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

3.3.4 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and to eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

3.3.5 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 4.2.

3.4 Acceptance of Other Parties' Conditions. Hemet hereby accepts each other Party's conditions on their respective pledges.

3.5 Cooperation with Other Parties. Hemet agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 4.0 - SAN JACINTO'S PLEDGES AND CONDITIONS

4.1 Acknowledgement of Conditions. San Jacinto acknowledges the need of the Parties to cooperatively minimize the impacts on water resources in the Upper San Jacinto Sub-Basins.

4.2 Pledges by San Jacinto. Subject to the conditions set forth in Section 4.3, San Jacinto pledges the following:

4.2.1 Pledge of Future Credits. San Jacinto pledges 243 acre feet (the current equivalent of \$78,260 at the import water rate of \$322) of future recharge credits that are anticipated to accrue to San Jacinto pursuant to Section 20 of the Principles For Water Management. San Jacinto's recharge credits will be reduced by 243 acre feet once accrued. Another Party may purchase these credits from the

Watermaster for \$78,260, which amount will then be applied to the 2004 interim recharge program.

4.2.2 Optimizing Capacity. San Jacinto will make a good faith effort to cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2004, by refraining, to the extent feasible in its sole discretion, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that San Jacinto's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of San Jacinto's contract rights under the Fruitvale Agreements or such other rights as San Jacinto may have to purchase and receive Fruitvale Water.

4.3 San Jacinto's Conditions. San Jacinto's pledges as stated in Section 4.2 are subject to the following conditions:

4.3.1 Emergency Production of Water. In the event San Jacinto experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the San Jacinto, San Jacinto reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2004 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within San Jacinto's entitlement. For amounts required by San Jacinto and delivered by EMWD over the entitlement amount, San Jacinto shall pay EMWD's then current wholesale water rates.

4.3.2 Preservation of Fruitvale Rights. Notwithstanding San Jacinto's pledge to not otherwise exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2004, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of San Jacinto's rights under the Fruitvale Agreement or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

4.3.3 Restriction on Conveyances and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and will eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2004 calendar year.

4.3.4 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 3.2.

4.4 Acceptance of Other Parties' Conditions. San Jacinto hereby accepts each other Party's conditions on their respective pledges.

4.5 **Cooperation with Other Parties.** San Jacinto agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 5.0 - MISCELLANEOUS PROVISIONS

5.1 **Term.** This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, on December 31, 2004.

5.2 **Costs & Expenses.** The Parties shall bear the costs of implementing their own pledges, and shall bear their own costs and expenses otherwise participating in this MOU.

5.3 **Authority.** The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

5.4 **Counterpart Originals.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

5.5 **Effective Date.** This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

EASTERN MUNICIPAL WATER
DISTRICT

By:



Its:

GENERAL MANAGER

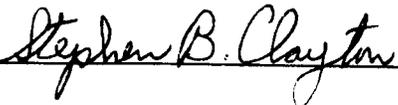
LAKE HEMET MUNICIPAL WATER
DISTRICT

By: 
Its: GENERAL MANAGER

CITY OF HEMET

By: 
Steve Temple, City Manager

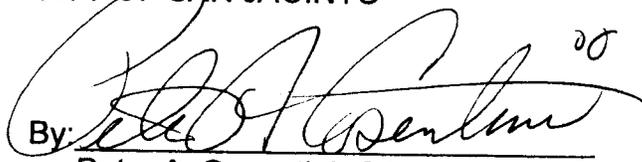
ATTEST:

By: 
Stephen Clayton
City Clerk

Approved as to Form:

By: 
Eric S. Vail
Assistant City Attorney for the City
of Hemet

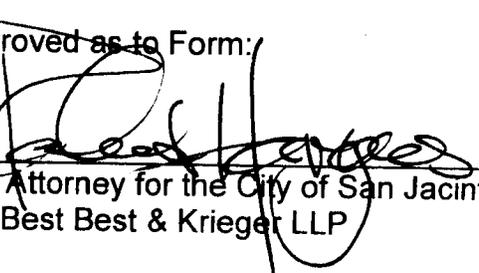
CITY OF SAN JACINTO

By: 
Peter A. Cosentini, City Manager

ATTEST:


Dorothy L. Chouinard, City Clerk

Approved as to Form:

By: 
City Attorney for the City of San Jacinto
Best Best & Krieger LLP

MEMORANDUM OF UNDERSTANDING

2005 INTERIM WATER SUPPLY PLAN

UPPER SAN JACINTO SUB-BASINS

This Memorandum Of Understanding; 2005 Interim Water Supply Plan, Upper San Jacinto Sub-Basins ("MOU"), is hereby entered into this 1ST day of March, 2005 by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district ("EMWD"), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district ("LHMWD"), CITY OF HEMET, a California general law city ("Hemet"), and CITY OF SAN JACINTO, a California general law city ("San Jacinto"), (collectively referred to hereinafter as the "Parties"), based on the following facts:

RECITALS

A. The Parties previously entered into that "Memorandum of Understanding Interim Water Supply Plan Upper San Jacinto Sub-Basins" dated April 1, 2004 ("2004 MOU") to purchase supplemental water for recharge into certain portions of the canyon and intake sub-areas of the San Jacinto Basin ("Upper San Jacinto Sub-Basins"). The purpose and rationale of the Interim Water Supply Plan ("IWSP") is more fully recited in the 2004 MOU and is incorporated herein by reference.

B. The Parties have determined that it is in the best interest of each of them to continue the IWSP through calendar year 2005 on the terms and conditions set forth in this MOU. The Parties have also affirmed that continuation of the IWSP in this manner is consistent with their effort to engage in collective approaches to addressing the overdraft while the Parties work toward completion of the Water Management Plan.

C. In furtherance thereof, it is the purpose and intent of the Parties in entering into this MOU to assist in providing for interim stabilization of the Upper San Jacinto Sub-Basins through the application of approximately 8,000 acre feet of direct and indirect groundwater recharge during the calendar year 2005. To implement this goal, the Parties pledge to undertake the following actions during the calendar year 2005.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 - EMWD's PLEDGES AND CONDITIONS

1.1 **Pledges by EMWD.** Subject to the conditions set forth in Section 1.2, EMWD pledges the following:

1.1.1 Purchase and Recharge of Water. EMWD will contribute up to One Million One Hundred Fifty-eight Thousand Two Hundred Dollars and No Cents (\$1,158,200.00) for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. EMWD will coordinate and cooperate with LHMWD and MWD regarding the acquisition of imported water. EMWD understands and agrees that it will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

1.1.2 Restriction on Conveyances and Exports. EMWD will use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper Flats area during July, August, and September 2005, and will eliminate the use of any conveyance water during the 2005 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2005 calendar year. In addition, EMWD will pursue construction of Reach 16 to deliver recycled water to the Heartland Area and will investigate water supply contingency plans.

1.2 EMWD's Conditions. The pledges of EMWD stated in Section 1.1 are subject to the following conditions:

1.2.1 Optimizing Capacity. That the Parties cooperate with EMWD's efforts to optimize its delivery capacity during the months of July, August, and September 2005, by refraining, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that any Party's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of their contract rights under the Fruitvale Agreements or such other rights the Party may have to purchase and receive Fruitvale Water.

1.2.2 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 2.1, 3.1, and 4.1.

1.3 Acceptance of Other Parties' Conditions. EMWD hereby accepts each other Party's conditions on their respective pledges.

1.4 Cooperation with Other Parties. EMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 2.0 - LHMWD'S PLEDGES AND CONDITIONS

2.1 Pledges by LHMWD. Subject to the conditions set forth in Section 2.2, LHMWD pledges the following:

2.1.1 Purchase and Recharge of Water. LHMWD will contribute up to Nine Hundred Eighty-seven Thousand Six Hundred Dollars and No Cents (\$987,600.00) for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. LHMWD will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. LHMWD understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

2.1.2 Optimizing Capacity. LHMWD will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2005, by refraining during such months, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD. It is understood and agreed that LHMWD's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of LHMWD's contract rights under the Fruitvale Agreements or such other rights as LHMWD may have to purchase and receive Fruitvale Water.

2.2 LHMWD's Conditions. The pledges of LHMWD stated in Section 2.1 are subject to the following conditions:

2.2.1 Emergency Production of Water. In the event LHMWD experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the LHMWD, LHMWD reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2005 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within LHMWD's entitlement. For amounts required by LHMWD and delivered by EMWD over the entitlement amount, LHMWD shall pay EMWD's then current wholesale water rates.

2.2.2 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper Flats area during July, August, and September 2005, and to eliminate the use of any conveyance water during the 2005 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2005 calendar year.

2.2.3 Preservation of Fruitvale Water Rights. Notwithstanding LHMWD's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2005, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of LHMWD's rights under

the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

2.2.4 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 3.1, and 4.1.

2.3 Acceptance of Other Parties' Conditions. LHMWD hereby accepts each other Party's conditions on their respective pledges.

2.4 Cooperation with Other Parties. LHMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 3.0 - HEMET'S PLEDGES AND CONDITIONS

3.1 Pledges by Hemet. Subject to the conditions set forth in Section 3.2, Hemet pledges the following:

3.1.1 Purchase and Recharge of Water. Hemet will contribute up to One Hundred Sixty-four Thousand Dollars and No Cents (\$164,000.00) for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. Hemet will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. Hemet understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

3.1.2 Optimizing Capacity. Hemet will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2005, by refraining during such months, to the extent feasible, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that Hemet's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of Hemet's contract rights under the Fruitvale Agreements or such other rights Hemet may have to purchase and receive Fruitvale Water.

3.2 Hemet's Conditions. The pledges of Hemet stated in Section 3.1 are subject to the following conditions:

3.2.1 Emergency Production of Water. In the event Hemet experiences an emergency loss of water production capacity, or is otherwise unable to satisfy its municipal demand from its own facilities, as determined by the Hemet Water District, Hemet shall be entitled to increase water production from Hemet Well No. 6 and No. 9, or receive Fruitvale

Water during the duration of the emergency. Hemet's pledge to reallocate water production as provided in Section 3.2 shall be reduced by the same amount. However, Hemet shall contribute an amount of funds equal to the acre feet of water produced multiplied by EMWD's then current wholesale water rate for the acquisition of replacement water.

3.2.2 Preservation of Fruitvale Water Rights. Notwithstanding Hemet's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during calendar year 2005, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of Hemet's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

3.2.3 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and to eliminate the use of any conveyance water during the 2005 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2005 calendar year.

3.2.4 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 4.1.

3.3 Acceptance of Other Parties' Conditions. Hemet hereby accepts each other Party's conditions on their respective pledges.

3.4 Cooperation with Other Parties. Hemet agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 4.0 - SAN JACINTO'S PLEDGES AND CONDITIONS

4.1 Pledges by San Jacinto. Subject to the conditions set forth in Section 4.3, San Jacinto pledges the following:

4.1.1 Purchase and Recharge of Water. San Jacinto will contribute up to Ninety Thousand Two Hundred Dollars and No Cents (\$90,200.00) for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. San Jacinto will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. San Jacinto understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area.

4.1.2 Optimizing Capacity. San Jacinto will make a good faith effort to cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of

July, August, and September 2005, by refraining, to the extent feasible in its sole discretion, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that San Jacinto's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of San Jacinto's contract rights under the Fruitvale Agreements or such other rights as San Jacinto may have to purchase and receive Fruitvale Water.

4.2 **San Jacinto's Conditions.** San Jacinto's pledges as stated in Section 4.2 are subject to the following conditions:

4.2.1 **Emergency Production of Water.** In the event San Jacinto experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by San Jacinto, San Jacinto reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2005 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within San Jacinto's entitlement. For amounts required by San Jacinto and delivered by EMWD over the entitlement amount, San Jacinto shall pay EMWD's then current wholesale water rates.

4.2.2 **Preservation of Fruitvale Rights.** Notwithstanding San Jacinto's pledge to not otherwise exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2005, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of San Jacinto's rights under the Fruitvale Agreement or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

4.2.3 **Restriction on Conveyances and Exports.** That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and will eliminate the use of any conveyance water during the 2004 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2005 calendar year.

4.2.4 **Compliance by Other Parties.** That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 3.1.

4.3 **Acceptance of Other Parties' Conditions.** San Jacinto hereby accepts each other Party's conditions on their respective pledges.

4.4 **Cooperation with Other Parties.** San Jacinto agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 5.0 - MISCELLANEOUS PROVISIONS

5.1 **Term.** This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, on December 31, 2005.

5.2 **Invoicing.** The Parties agree that EMWD shall invoice each Party for its contribution to the 2005 IWSP either in one lump sum during the Term, or in installments over the Term as is agreed upon by the Party being invoiced and arranged by that Party with EMWD.

5.3 **Costs & Expenses.** The Parties shall bear the costs of implementing their own pledges, and shall bear their own costs and expenses of otherwise participating in this MOU.

5.4 **Authority.** The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

5.5 **Counterpart Originals.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

5.6 **Effective Date.** This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

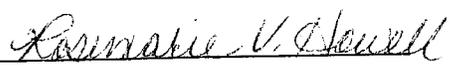
[SIGNATURE PAGES FOLLOW]

EASTERN MUNICIPAL WATER DISTRICT

By: 
Tony Pack
General Manager

ATTEST:

Approved as to Form:

By: 
Board Secretary

By: 
Gerry Schoaf
General Counsel

LAKE HEMET MUNICIPAL WATER DISTRICT

By: Rob Lindquist
Rob Lindquist, General Manager

ATTEST:

Approved as to Form:

By: Karen Hornbarger
~~Secretary~~
Assistant Secretary

By: Arthur L. Littleworth
Arthur Littleworth, General Counsel

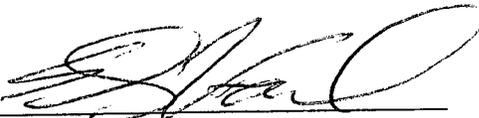
CITY OF HEMET

By: 
Steve Temple, City Manager

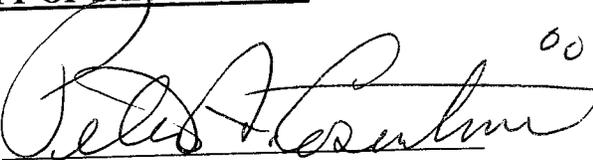
ATTEST:

Approved as to Form:

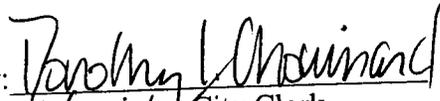
By: 
Stephen Clayton, City Clerk

By: 
Eric S. Vail, City Attorney

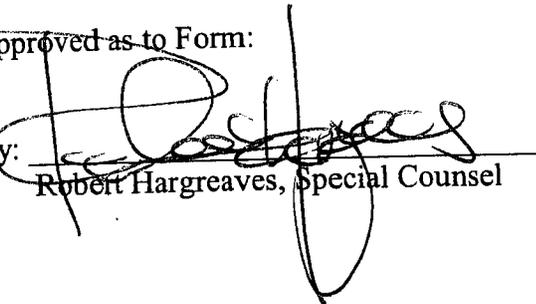
CITY OF SAN JACINTO

By:  00
Peter Cosentini, City Manager

ATTEST:

By: 
~~San Jacinto~~ City Clerk

Approved as to Form:

By: 
Robert Hargreaves, Special Counsel

MEMORANDUM OF UNDERSTANDING

2006 INTERIM WATER SUPPLY PLAN

UPPER SAN JACINTO SUB-BASINS

This Memorandum Of Understanding; 2006 Interim Water Supply Plan, Upper San Jacinto Sub-Basins (“MOU”), is hereby dated for reference purposes as of March 5, 2006, by and between the EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district (“EMWD”), LAKE HEMET MUNICIPAL WATER DISTRICT, a California municipal water district (“LHMWD”), CITY OF HEMET, a California general law city (“Hemet”), and CITY OF SAN JACINTO, a California general law city (“San Jacinto”), (collectively referred to hereinafter as the “Parties”), based on the following facts:

RECITALS

A. The Parties previously entered into that “Memorandum of Understanding, Interim Water Supply Plan, Upper San Jacinto Sub-Basins” dated April 1, 2004 (“2004 MOU”) and that “Memorandum of Understanding, 2005 Interim Water Supply Plan, Upper San Jacinto Sub-Basins” dated March 1, 2005 (“2005 MOU”). The purpose and rationale of the Interim Water Supply Plan (“IWSP”) as reflected in the 2004 MOU and 2005 MOU is to purchase supplemental water for recharge into certain portions of the canyon and intake sub-areas of the San Jacinto Basin (“Upper San Jacinto Sub-Basins”).

B. The IWSP was undertaken by the parties as an interim measure pending completion and adoption of a Water Management Plan and entry of a Stipulated Judgment (collectively “WMP”) by a Court of competent jurisdiction, binding the Parties to a long term solution to managing and resolving the overdraft of the Hemet / San Jacinto Basin (“Management Area”). Although the Parties have been working earnestly toward completion of the WMP, it is anticipated that the WMP will not be finalized and adopted by all Parties sufficiently early in 2006 so as to supersede the need for the IWSP.

C. Based on this state of affairs, the Parties have determined that it is in their mutual best interests to continue the IWSP through calendar year 2006 and/or until such time as the WMP is finalized and adopted by all of the Parties. The Parties have also affirmed that continuation of the IWSP in this manner is consistent with their effort to engage in collective approaches to addressing the overdraft while the Parties work toward completion of the WMP.

D. In furtherance thereof, it is the purpose and intent of the Parties in entering into this MOU to assist in providing for interim stabilization of the Upper San Jacinto Sub-Basins through the application of approximately 6,000 acre feet of direct and indirect groundwater recharge during the calendar year 2006 and an equivalent or greater amount of water, adequate supply providing, in subsequent years. To implement this goal, the Parties pledge to undertake the following actions.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Memorandum of Understanding setting forth their pledges, commitments, understandings and appropriate limiting conditions, as follows:

ARTICLE 1.0 - EMWD's PLEDGES AND CONDITIONS

1.1 **Pledges by EMWD.** Subject to the conditions set forth in Section 1.2, EMWD pledges the following:

1.1.1 **Purchase and Recharge of Water.** During the Term of this MOU, EMWD agrees to contribute funds, in the amounts provided for in this MOU, for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. EMWD will coordinate and cooperate with LHMWD and MWD regarding the acquisition of imported water. EMWD understands and agrees that it will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area. For calendar 2006, EMWD agrees to contribute up to Six Hundred Seventy-Five Thousand Seven Hundred Dollars and No Cents (\$675,700.00) for imported water under the MOU.

1.1.2 **Restriction on Conveyances and Exports.** EMWD will use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper Flats area during July, August, and September 2006, and will eliminate the use of any conveyance water during the 2006 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2006 calendar year. In addition, EMWD will investigate water supply contingency plans.

1.1.3 **Continued Participation in IWSP.** Subject to Section 5.1 EMWD agrees that it will continue its participation in the Interim Water Supply Plan in the same manner and to the same extent as set forth in Article 1.0 of the MOU during each subsequent calendar year until the WMP has been finalized and adopted by all parties.

1.2 **EMWD's Conditions.** The pledges of EMWD stated in Section 1.1 are subject to the following conditions:

1.2.1 **Optimizing Capacity.** That the Parties cooperate with EMWD's efforts to optimize its delivery capacity during the months of July, August, and September 2006, by refraining, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that any Party's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of their contract rights under the Fruitvale Agreements or such other rights the Party may have to purchase and receive Fruitvale Water.

1.2.2 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 2.1, 3.1, and 4.1.

1.3 Acceptance of Other Parties' Conditions. EMWD hereby accepts each other Party's conditions on their respective pledges.

1.4 Cooperation with Other Parties. EMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 2.0 - LHMWD'S PLEDGES AND CONDITIONS

2.1 Pledges by LHMWD. Subject to the conditions set forth in Section 2.2, LHMWD pledges the following:

2.1.1 Purchase and Recharge of Water. During the Term of this MOU, LHMWD agrees to contribute funds, in the amounts provided for in this MOU, for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. LHMWD will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. LHMWD understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area. For calendar 2006, LHMWD agrees to contribute up to Eight Hundred Forty-Two Thousand Four Hundred Dollars and No Cents (\$842,400.00) for imported water under the MOU.

2.1.2 Optimizing Capacity. LHMWD will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2006, by refraining during such months, to the extent feasible, from exercising their rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD. It is understood and agreed that LHMWD's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of LHMWD's contract rights under the Fruitvale Agreements or such other rights as LHMWD may have to purchase and receive Fruitvale Water.

2.1.3 Continued Participation in IWSP. Subject to Section 5.1, LHMWD agrees that it will continue its participation in the Interim Water Supply Plan in the same manner and to the same extent as set forth in Article 2.0 of the MOU during each subsequent calendar year until the WMP has been finalized and adopted by all parties.

2.2 LHMWD's Conditions. The pledges of LHMWD stated in Section 2.1 are subject to the following conditions:

2.2.1 Emergency Production of Water. In the event LHMWD experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by the LHMWD, LHMWD reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2006 and shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within LHMWD's entitlement. For amounts required by LHMWD and delivered by EMWD over the entitlement amount, LHMWD shall pay EMWD's then current wholesale water rates.

2.2.2 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper Flats area during July, August, and September 2006, and to eliminate the use of any conveyance water during the 2005 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge, or made available due to groundwater recharge, in the Upper San Jacinto Sub-Basins during the 2006 calendar year.

2.2.3 Preservation of Fruitvale Water Rights. Notwithstanding LHMWD's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2006, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of LHMWD's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

2.2.4 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 3.1, and 4.1.

2.3 Acceptance of Other Parties' Conditions. LHMWD hereby accepts each other Party's conditions on their respective pledges.

2.4 Cooperation with Other Parties. LHMWD agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 3.0 - HEMET'S PLEDGES AND CONDITIONS

3.1 Pledges by Hemet. Subject to the conditions set forth in Section 3.2, Hemet pledges the following:

3.1.1 Purchase and Recharge of Water. During the Term of this MOU, Hemet agrees to contribute funds, in the amounts provided for in this MOU, for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. Hemet will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. Hemet understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its

existing conveyance and spreading facilities within the Management Area. For calendar 2006, Hemet agrees to contribute up to One Hundred Ninety-Four Thousand Dollars and No Cents (\$194,000.00) for imported water under the MOU.

3.1.2 Optimizing Capacity. Hemet will cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2006, by refraining during such months, to the extent feasible, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that Hemet's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of Hemet's contract rights under the Fruitvale Agreements or such other rights Hemet may have to purchase and receive Fruitvale Water.

3.1.3 Continued Participation in IWSP. Subject to Section 5.1, Hemet agrees that it will continue its participation in the Interim Water Supply Plan in the same manner and to the same extent as set forth in Article 3.0 of the MOU during each subsequent calendar year until the WMP has been finalized and adopted by all parties.

3.2 Hemet's Conditions. The pledges of Hemet stated in Section 3.1 are subject to the following conditions:

3.2.1 Emergency Production of Water. In the event Hemet experiences an emergency loss of water production capacity, or is otherwise unable to satisfy its municipal demand from its own facilities, as determined by the Hemet Water Department, Hemet shall be entitled to increase water production from any one or more of Hemet's wells located within the Upper San Jacinto Sub-Basins, or receive Fruitvale Water during the duration of the emergency for which Hemet shall pay EMWD the standard rate for Fruitvale Water, for amounts delivered within Hemet's entitlement. For amounts required by Hemet and delivered by EMWD over the entitlement amount, Hemet shall pay EMWD's then current wholesale water rates.

3.2.2 Preservation of Fruitvale Water Rights. Notwithstanding Hemet's pledge to not exercise its entitlements to purchase and receive Fruitvale Water during calendar year 2006, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of Hemet's rights under the Fruitvale Agreements or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

3.2.3 Restriction on Conveyance Water and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and to eliminate the use of any conveyance water during the 2006 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2006 calendar year.

3.2.4 Compliance by Other Parties. That each other Party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 4.1.

3.3 **Acceptance of Other Parties' Conditions.** Hemet hereby accepts each other Party's conditions on their respective pledges.

3.4 **Cooperation with Other Parties.** Hemet agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 4.0 - SAN JACINTO'S PLEDGES AND CONDITIONS

4.1 **Pledges by San Jacinto.** Subject to the conditions set forth in Section 4.3, San Jacinto pledges the following:

4.1.1 **Purchase and Recharge of Water.** During the Term of this MOU, San Jacinto agrees to contribute funds, in the amounts provided for in this MOU, for the acquisition, transportation, operation, and recharge of imported water into the Upper San Jacinto Sub-Basins. San Jacinto will coordinate and cooperate with EMWD and MWD regarding the acquisition of imported water. San Jacinto understands and agrees that EMWD will implement the transportation and recharge of the purchased imported water into the Upper San Jacinto Sub-Basins using its existing conveyance and spreading facilities within the Management Area. For calendar 2006, San Jacinto agrees to contribute up to Eighty-Seven Thousand Nine Hundred Dollars and No Cents (\$87,900.00) for imported water under the MOU.

4.1.2 **Optimizing Capacity.** San Jacinto will make a good faith effort to cooperate with EMWD's efforts to optimize EMWD's delivery capacity during the months of July, August, and September 2006, by refraining, to the extent feasible in its sole discretion, from exercising its rights to delivery of Entitlement Water and/or Excess Water ("Fruitvale Water") under EMWD's Improvement District No. 24 program as provided in those agreements between the Parties individually and EMWD ("Fruitvale Agreements"). It is understood and agreed that San Jacinto's cooperation with such effort by EMWD will not result in a loss, waiver, abrogation or diminishment of San Jacinto's contract rights under the Fruitvale Agreements or such other rights as San Jacinto may have to purchase and receive Fruitvale Water.

4.1.3 **Continued Participation in IWSP.** Subject to Section 5.1, San Jacinto agrees that it will continue its participation in the Interim Water Supply Plan in the same manner and to the same extent as set forth in Article 4.0 of the MOU during each subsequent calendar year until the WMP has been finalized and adopted by all parties.

4.2 **San Jacinto's Conditions.** San Jacinto's pledges as stated in Section 4.1 are subject to the following conditions:

4.2.1 **Emergency Production of Water.** In the event San Jacinto experiences an emergency loss of water production capacity or is otherwise unable to satisfy its municipal demand through the use of its own facilities, as determined by San Jacinto, San Jacinto reserves the right to exercise its rights to delivery of Fruitvale Water during the months of July, August and September 2006 and shall pay EMWD the standard rate for Fruitvale Water, for amounts

delivered within San Jacinto's entitlement. For amounts required by San Jacinto and delivered by EMWD over the entitlement amount, San Jacinto shall pay EMWD's then current wholesale water rates.

4.2.2 Preservation of Fruitvale Rights. Notwithstanding San Jacinto's pledge to not otherwise exercise its entitlements to purchase and receive Fruitvale Water during July, August and September 2006, such pledge and non-exercise shall not be construed by the Parties or any of them as a waiver, failure to exercise, or other abrogation of San Jacinto's rights under the Fruitvale Agreement or Fruitvale Adjudication and such rights shall be preserved, survive without diminishment, and remain valid and in full force and effect.

4.2.3 Restriction on Conveyances and Exports. That EMWD use its best efforts to eliminate flows from San Jacinto Basin to the Homeland and Juniper flats area and will eliminate the use of any conveyance water during the 2006 calendar year in the Menifee Area. EMWD will not otherwise export any water intended for groundwater recharge in the Upper San Jacinto Sub-Basins during the 2006 calendar year.

4.2.4 Compliance by Other Parties. That each other party use its best efforts in good faith to perform and fulfill their respective pledges as expressed in Sections 1.1, 2.1, and 3.1.

4.3 Acceptance of Other Parties' Conditions. San Jacinto hereby accepts each other Party's conditions on their respective pledges.

4.4 Cooperation with Other Parties. San Jacinto agrees to cooperate with the other Parties to reasonably facilitate each Party's performance of their pledge, to share information and to regularly meet and confer concerning implementation of this MOU as part of the regularly scheduled meetings of the Groundwater Policy Committee or such sub-committee as the Policy Committee shall designate from time to time.

ARTICLE 5.0 - MISCELLANEOUS PROVISIONS

5.1 Term and Continuation of the IWSP. This MOU shall terminate, unless extended by the mutual agreement of the Parties memorialized in writing, on the earlier of the following dates: (i) the date upon which two or more Parties mutually agree to terminate the MOU; (ii) the date upon which all Parties have adopted the WMP; or (iii) December 31, 2008. During the Term of this MOU, all of the obligations of the Parties shall be continued and carried over to the next calendar year, subject to adjustment for the amount of water to be recharged in any subsequent year. The Parties acknowledge that the amount of water to be recharged may fluctuate year to year depending upon conditions within the Management Area, the availability of Imported Water, and the ability to receive and recharge such water. The Parties agree that the goal is to purchase and recharge between 6,000 to 8,000 acre feet of Imported Water each year during the Term. The Parties shall meet and confer during the last quarter of the preceding year to determine the amount of water and the anticipated cost to be apportioned among the Parties for the forthcoming year and memorialized in a statement signed by the managers of all Parties. In any year subsequent to 2006, no Party shall be obligated to contribute more than one hundred

twenty-five percent (125%) of its contribution assigned for the prior year without approval of its Board or Council.

5.2 **Invoicing**. The Parties agree that EMWD shall invoice each Party for its contribution to the 2006 IWSP and subsequent years, either in one lump sum during the year, or in installments over the year as is agreed upon by the Party being invoiced and arranged by that Party with EMWD.

5.3 **Costs & Expenses**. The Parties shall bear the costs of implementing their own pledges, and shall bear their own costs and expenses of otherwise participating in this MOU.

5.4 **Authority**. The individuals executing this Agreement on behalf of the Parties and the instruments referenced on behalf of the Parties represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof and thereof.

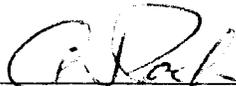
5.5 **Counterpart Originals**. This Agreement may be executed in duplicate originals, each of which is deemed to be an original

5.6 **Effective Date**. This MOU has become effective among and between the Parties on the date by which each Party's governing board or council has approved the MOU and the authorized representative of each Party has executed the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written.

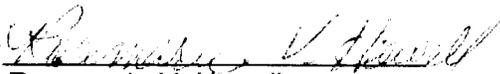
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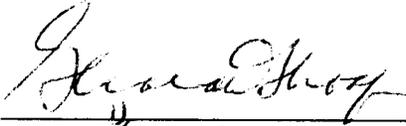
EASTERN MUNICIPAL WATER DISTRICT

By: _____
Anthony J. Pack
General Manager

ATTEST:

Approved as to Form:

By: _____
Rosemarie V. Howell
Board Secretary

By: _____
Gerald R. Shoaf
General Counsel

LAKE HEMET MUNICIPAL WATER DISTRICT

By: Thomas W. Wagoner
Tom Wagoner, General Manager

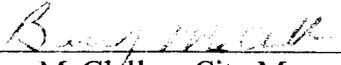
ATTEST:

Approved as to Form:

By: Karen Hornbarger
Assistant Secretary
Karen Hornbarger

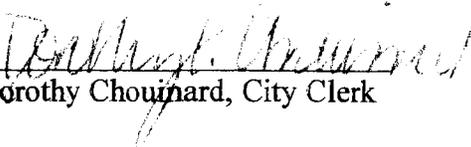
By: Arthur L. Littleworth
Arthur Littleworth, General Counsel

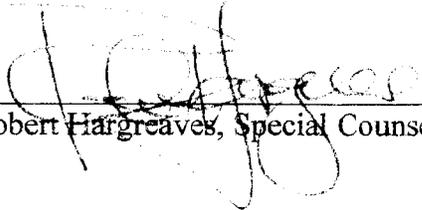
CITY OF SAN JACINTO

By: 
Barry McClellan, City Manager

ATTEST:

Approved as to Form:

By: 
Dorothy Chouinard, City Clerk

By: 
Robert Hargreaves, Special Counsel

CITY OF HEMET

By: 
Steve Temple, City Manager

ATTEST:

Approved as to Form:

By: 
Stephen Clayton, City Clerk

By: 
Eric S. Vail, City Attorney

Water Management Plan GWMP Components

Description	Section(s)
<i>SB 1938 Mandatory Components</i>	
1. Documentation of public involvement	2.2.4, 11.10
2. BMO(s)	3.1
3. Monitoring and management of groundwater elevations, groundwater quality, inelastic land subsidence, and changes in surface water flows and quality that directly affect groundwater levels or quality	3.1.7, 3.2.7, 11.2
4. Plan to involve other agencies located in the groundwater basin	2
5. Adoption of monitoring protocols	11.2
6. Map of groundwater basin boundary, as delineated by DWR Bulletin 118, with agencies boundaries that are subject to GWMP	2.2, 4.1
7. For agencies not overlying groundwater basins, prepare the GWMP using appropriate geologic and hydrogeologic principles	N/A
<i>AB 3030 and SB 1938 Voluntary Components</i>	
1. Control of saline water intrusion	3.2.3
2. Identify and manage well protection and recharge areas	3.2, 11.2
3. Regulate the migration of contaminated groundwater	3.2
4. Administer well-abandonment and destruction program	11.2, 11.9
5. Control and mitigate groundwater overdraft	3.2, 5.3
6. Replenish groundwater	3.2, 5.3
7. Monitor groundwater levels	3.2, 11.2
8. Develop and operate conjunctive use projects	3.2, 5.3
9. Identify well-construction policies	11.9
10. Develop and operate groundwater contamination cleanup, recharge, storage, conservation, water-recycling, and extraction projects	3.2, 5.3
11. Develop relationships with state and federal regulatory agencies	1.1, 3.2, 4.10
12. Review land use plans and coordinate with land use planning agencies to assess activities that create reasonable risk of groundwater contamination	5.1
<i>DWR Bulletin 118 Suggested Components</i>	
1. Manage with guidance of advisory committee	2.4, 9
2. Describe area to be managed under GWMP	2.1
3. Create links between BMOs and goals and actions of GWMP	3, 11.6
4. Describe GWMP monitoring programs	3.2, 11.2
5. Describe integrated water-management planning efforts	3.2, 4.8.3, 5.3.3.1, 5.3.3.6

Description	Section(s)
6. Report of implementation of GWMP	11.2, 11.5
7. Evaluate GWMP periodically	11.5, 9.6.2



Appendix G: Stipulated Judgment

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
APR 18 2013
D. Pollard

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

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

EASTERN MUNICIPAL WATER DISTRICT,)	CASE NO.:
A California Municipal Water District,)	
)	STIPULATED JUDGMENT
)	
Plaintiff,)	
vs.)	
)	
CITY OF HEMET;)	
CITY OF SAN JACINTO;)	
LAKE HEMET MUNICIPAL WATER)	
DISTRICT;)	
DOES 1 through 1,000, inclusive,)	
)	
Defendants.)	
)	

TABLE OF CONTENTS

FINDINGS	-----	5
1. Complaint	-----	5
2. Parties	-----	5
A. Eastern	-----	5
B. Lake Hemet	-----	5
C. Hemet	-----	5
D. San Jacinto	-----	6
E. Pumpers	-----	6
3. Answers and Stipulation for Judgment	-----	6
4. Sole Producers	-----	6
5. Importance of Surface Water and Groundwater	-----	6

1	6.	Overdraft	-----	6
2	7.	Importance of Judgment	-----	6
3	8.	Jurisdiction	-----	6

JUDGMENT

4				
5	1.	DEFINITIONS	-----	7
6		1.1	Adjusted Production Right -----	7
7		1.2	Administrative Assessment -----	7
8		1.3	Administrative Expenses -----	7
9		1.4	Advisor -----	7
10		1.5	Annual Basin Yield -----	7
11		1.6	Base Production Right -----	8
12		1.7	Carry-Over Credit -----	8
13		1.8	Class A Participant -----	8
14		1.9	Class B Participant -----	8
15		1.10	Fiscal Year -----	8
16		1.11	Fruitvale Documents -----	8
17		(a)	Fruitvale Judgment -----	8
18		(b)	Fruitvale Mutual Water Company	
19			Sale of Assets -----	8
20		(c)	Fruitvale Mutual Water Company	
21			Agency Agreements -----	8
22		1.12	Groundwater -----	8
23		1.13	Groundwater Degradation -----	9
24		1.14	Imported Water -----	9
25		1.15	In-Lieu Water -----	9
26		1.16	Management Area -----	9
27		1.17	Metropolitan -----	9
28		1.18	Natural Recharge -----	9
		1.19	New Pumper -----	9
		1.20	Non-Participant -----	9
		1.21	Overdraft -----	9
		1.22	Overlying Right -----	9
		1.23	Party or Parties -----	10
		1.24	Person -----	10
		1.25	Physical Solution -----	10
		1.26	Private Pumper -----	10
		1.27	Public Agency or Agencies -----	10
		1.28	Recharge or Replenish -----	10
		1.29	Recharge Right -----	10
		1.30	Recycled Water -----	10
		1.31	Replenishment Assessment -----	10
		1.32	Replenishment Expenses -----	11
		1.33	Safe Yield -----	11
		1.34	Settlement Agreement-----	11

1	1.35	Soboba Tribe -----	11
2	1.36	Soboba Action-----	11
3	1.37	Storage Agreement -----	11
4	1.38	Storage Right -----	11
5	1.39	Stored Water -----	11
6	1.40	Supplemental Water -----	12
7	1.41	Surface Water -----	12
8	1.42	Transfer -----	12
9	1.43	Tribal Water Rights -----	12
10	1.44	Tunnel -----	12
11	1.45	Watermaster -----	12
12	1.46	Water Management Plan -----	12
13	2.	EXHIBITS -----	12
14		“A” - Management Area and	
15		Management Area Watershed -----	12
16		“B” - Parties to this Judgment -----	12
17		“C” - Description of each Public Agency’s and	
18		Class B Participant’s Base Production Right -----	12
19	3.	PUBLIC AGENCIES’ WATER RIGHTS -----	13
20	3.1	Base Production Right-----	13
21	3.1.1	Eastern -----	13
22	3.1.2	Lake Hemet -----	13
23	3.1.3	Hemet -----	13
24	3.1.4	San Jacinto -----	13
25	3.1.5	Adjustments -----	13
26	3.2	Adjusted Production Rights -----	14
27	3.3	Allocation of Unused Imported Water-----	15
28	3.4	Public Agency Production Assessments -----	15
29	3.5	Surface Rights-----	16
30	3.6	Fruitvale Judgment, Sale of Assets, and Agreements-----	16
31	3.7	Fruitvale Agency Rights -----	17
32	4.	PRIVATE PUMPERS’ WATER RIGHTS -----	17
33	4.1	Recognition of Rights -----	17
34	4.2	Non-Participation -----	17
35	4.3	Class A Participation -----	17
36	4.4	Class B Participation -----	18
37	4.5	In-Lieu Water Use -----	20
38	4.6	Future Production Participation -----	21
39	4.7	Replacement Wells -----	21
40	5.	TRIBAL WATER RIGHTS -----	21
41	5.1	Senior Right -----	21
42	5.2	Metropolitan Water -----	22
43	5.3	Settlement Payment -----	22
44	5.4	Capital Facilities -----	22
45	5.5	Public Agencies’ Use of Facilities -----	22
46	5.6	Acknowledgment of Soboba Tribe Settlement -----	23

1	6.	PHYSICAL SOLUTION -----	23
2	6.1	Purpose and Objective -----	23
3	6.2	Need for Flexibility -----	23
4	6.3	Rights to Groundwater -----	23
5	6.4	Resolution of Priorities -----	23
6	6.5	Water Management Plan -----	24
7	6.6	Replenishment Program -----	26
8	6.7	Storage Right -----	27
9	6.8	Recycled Water -----	28
10	6.9	Assessment Program -----	29
11	6.10	Export -----	30
12	6.11	Capital Facilities -----	30
13	7.	INJUNCTION -----	31
14	8.	CONTINUING JURISDICTION-----	32
15	8.1	Full Jurisdiction -----	32
16	8.2	Motion to Interpret -----	32
17	9.	WATERMASTER -----	32
18	9.1	Composition -----	32
19	9.2	Terms -----	32
20	9.3	Removal and Replacement -----	32
21	9.4	Voting -----	32
22	9.5	Court Review -----	33
23	9.6	Powers and Duties -----	33
24	9.6.1	Water Management Plan -----	33
25	9.6.2	Independent Counsel -----	33
26	9.6.3	Advisor -----	33
27	9.6.4	Operations and Other Functions-----	34
28	9.6.4.1	Operations – Phase I Facilities -----	34
29	9.6.4.2	Operations – Other Facilities -----	34
30	9.6.4.3	Purchase of Water for Groundwater Recharge -----	34
31	9.6.4.4	Data Collection -----	35
32	9.6.4.5	Accounting -----	35
33	9.6.4.5.1	Financial Accounting-----	35
34	9.6.4.5.2	Water Use, Storage and Transfers-----	36
35	9.6.5	Technical Advisory Committee -----	36
36	9.6.6	Reservation of Rights -----	36
37	9.6.7	Rules and Regulations-----	37
38	9.6.8	Reports to Court -----	37
39	9.6.9	Notice to Parties -----	37
40	9.7	Watermaster Records -----	37
41	10.	MISCELLANEOUS-----	37
42	10.1	Intervention After Judgment -----	37
43	10.2	Loss of Rights -----	37
44	10.3	Attorney’s Fees and Costs -----	37

1 **FINDINGS**

2
3 After consideration of the pleadings and the Stipulation for Entry of Judgment, the Court
4 finds that:

5 1. **Complaint.** On May 16, 2012, Plaintiff Eastern Municipal Water District
6 ("Eastern") filed a Complaint against Defendants Lake Hemet Municipal Water District ("Lake
7 Hemet"), City of Hemet ("Hemet"), City of San Jacinto ("San Jacinto"), and DOES 1 through
8 1,000, inclusive. The Complaint requests a declaration of Plaintiff's and Defendants' individual
9 and collective rights to Surface Water and Groundwater in the Canyon Subbasin, the San Jacinto
10 Upper Pressure Subbasin downstream to Bridge Street, and the Hemet Basin ("Management
11 Area") and the imposition of a Physical Solution to achieve the optimum, reasonable, beneficial
12 use of the waters of the Management Area pursuant to section 2 of article X of the California
13 Constitution. A map describing the boundaries of the Management Area is attached to this
14 Judgment as Exhibit "A" and to the Complaint.

15 2. **Parties.**

16 A. **Eastern.** Eastern is a California municipal water district formed pursuant
17 to the Municipal Water District Law, California Water Code Sections 71000-73001 (West 1966),
18 with its principal place of business in Riverside County, California. Eastern diverts Surface
19 Water from the San Jacinto River, and pumps Groundwater from the Management Area for use
20 by its customers within its boundaries.

21 B. **Lake Hemet.** Lake Hemet is a California municipal water district formed
22 pursuant to the Municipal Water District Law, California Water Code Sections 71000-73001
23 (West 1966), with its principal place of business in Riverside County, California. Lake Hemet
24 diverts Surface Water from the Santa Jacinto River and its tributaries, and pumps Groundwater
25 from the Management Area for use by its customers within its boundaries.

26 C. **Hemet.** Hemet is a California municipal corporation providing utility
27 services pursuant to the California Constitution, article XI, section 9. Hemet pumps
28 Groundwater from the Management Area for use by its customers within its boundaries.

1 **D. San Jacinto.** San Jacinto is a California municipal corporation providing
2 utility services pursuant to the California Constitution, article XI, section 9. San Jacinto pumps
3 Groundwater from the Management Area for use by its customers within its boundaries.

4 **E. Pumpers.** Does 1 through 1,000, inclusive, are Persons or entities who
5 own farms or other property within the Management Area, and pump Groundwater from the
6 Management Area.

7 **3. Answers and Stipulation for Judgment.** All defendants have filed Answers,
8 and all Parties have filed a Stipulation for Entry of Judgment.

9 **4. Sole Producers.** Other than the Soboba Band of Luiseño Indians, and certain
10 overlying users not Parties to this litigation, the Parties claim essentially all of the rights to
11 produce Surface Water and Groundwater in the Management Area.

12 **5. Importance of Surface Water and Groundwater.** Surface water and
13 Groundwater from the Management Area are important water supplies for agriculture, domestic
14 and municipal use. The Parties have a mutual and collective interest in the coordinated
15 management of such water resources to ensure that the common resource is used efficiently and
16 reasonably, and that it is sustained and replenished.

17 **6. Overdraft.** It is estimated that the Overdraft of the Management Area is
18 approximately 10,000 acre-feet per year. This estimate will be refined through further studies to
19 be completed pursuant to the Water Management Plan, including data on the several subbasins
20 within the Management Area. Studies confirm that in recent years the total Groundwater
21 production from the Management Area, including pumping by those Persons not Parties to this
22 litigation, has averaged approximately 54,800 acre-feet per year.

23 **7. Importance of Judgment.** The Parties have an interest in the Physical Solution
24 imposed by this Judgment to promote the efficient and coordinated management of Surface
25 Water and Groundwater, to avoid problems from Overdraft, to assist in protecting the rights of
26 the Soboba Band of Luiseño Indians, to sustain and enhance water resources, and to resolve
27 competing claims to Surface Water and Groundwater.

28 **8. Jurisdiction.** This Court has jurisdiction to enter this Judgment declaring and

1 adjudicating the rights of the Parties to the reasonable and beneficial use of Surface Water and
2 Groundwater in the Management Area, and to impose a Physical Solution pursuant to law,
3 including California Constitution, article X, section 2.
4

5 **JUDGMENT**
6

7 **IT IS ORDERED, ADJUDGED AND DECREED:**

8 **1. DEFINITIONS.**

9 **1.1 Adjusted Production Right** – the Base Production Right of each Public
10 Agency, as adjusted pursuant to Sections 3.2 to 3.2.5.

11 **1.2 Administrative Assessment** – an acre-foot charge to be levied against
12 each Public Agency for water pumped up to its Adjusted Production Right, including any unused
13 amount of such Right that is pumped in a following year (Carry-Over Credit). Such assessments
14 shall be used for Administrative Expenses, and for the purchase of Supplemental Water after
15 Administrative Expenses have been paid. No Administrative Assessment shall be levied on a
16 Party's pumping of its share of Imported, Supplemental, or Stored Water.

17 **1.3 Administrative Expenses** – Include, but are not limited to,
18 Watermaster's expenses for office rental, personnel, supplies, office equipment, general
19 overhead, preparing and collecting assessments, monitoring well pumping, measuring water
20 levels, sampling and analyzing water quality, compiling and interpreting collected data,
21 conducting special studies, litigation, and such other expenses as are reasonable and necessary
22 for the Watermaster to carry out its duties under the Physical Solution and Water Management
23 Plan.

24 **1.4 Advisor.** An independent engineering firm or qualified individual as
25 provided in Section 9.6.3.

26 **1.5 Annual Basin Yield** – the quantity of Groundwater that Watermaster
27 determines the Parties may Produce from the Management Area in a calendar year without a
28 replenishment obligation under the Physical Solution.

1 **1.6 Base Production Right** – a water right of a Public Agency or Class B
2 Participant.

3 **1.7 Carry-Over Credit** – a Public Agency’s or a Class B Participant’s credit
4 against the Replenishment Assessment in a Fiscal Year, based on the Agency’s Adjusted or Base
5 Production Right or share of Imported Water not produced in prior calendar years.

6 **1.8 Class A Participant** – a Private Pumper who stipulates to this Judgment
7 and participates in the Water Management Plan as defined in Sections 4.3 to 4.3.5.

8 **1.9 Class B Participant** – a Private Pumper who stipulates to this Judgment
9 and participates in the Water Management Plan as defined in Sections 4.4 to 4.4.6.

10 **1.10 Fiscal Year** – the period from July 1 through June 30 of the following
11 calendar year.

12 **1.11 Fruitvale Documents** –

13 **(a) Fruitvale Judgment** – The Judgment and Decree entered in the
14 Superior Court for the County of Riverside on June 4, 1954, in an action titled The City of San
15 Jacinto, et al. v. Fruitvale Mutual Water Company, et al., Case No. 51-546;

16 **(b) Fruitvale Mutual Water Company Sale of Assets to Eastern** –
17 That certain “Agreement for the Sale of Assets of the Fruitvale Mutual Water Company to
18 Eastern Municipal Water District” dated September 10, 1971 (“Purchase Agreement”);

19 **(c) Fruitvale Mutual Water Company Agency Agreements** – The
20 Agreement Between the City of San Jacinto and Eastern Municipal Water District dated
21 November 2, 1971, the Agreement Between Lake Hemet Municipal Water District and Eastern
22 Municipal Water District dated June 9, 1972, and the Agreement Between the City of Hemet and
23 Eastern Municipal Water District dated June 13, 1972, all providing for recognition of ownership
24 of stock in Fruitvale Mutual Water Company by the Cities and by Lake Hemet, and making
25 provision for the continued sale of water produced through the Fruitvale facilities by Eastern to
26 the Cities and to Lake Hemet.

27 **1.12 Groundwater** – all water within and beneath the ground surface of the
28 Management Area.

1 **1.13 Groundwater Degradation** (also “groundwater quality degradation” and
2 “water quality degradation,” “Degradation” and “Degraded Groundwater”) – Water
3 contamination as defined in state and/or federal law, and other conditions of reduced water
4 quality as determined by the Watermaster to be harmful or undesirable for the operation of the
5 Management Area.

6 **1.14 Imported Water** – An average of 7,500 acre feet annually of water sold
7 by The Metropolitan Water District of Southern California to Eastern pursuant to Section 4.4 of
8 the Soboba Band of Luiseño Indians “Settlement Agreement.”

9 **1.15 In-Lieu Water** – Groundwater that is not pumped, but which would have
10 otherwise been pumped by the holder of an Overlying or Appropriative Right within the
11 Management Area, by virtue of the pumper’s agreement with an Agency or the Watermaster to
12 receive and use Recycled Water or other nonpotable water in lieu of Groundwater.

13 **1.16 Management Area** –the Canyon, the San Jacinto Upper Pressure, and the
14 Hemet North and Hemet South Basins, as delineated on the map attached as Exhibit “A.”

15 **1.17 Metropolitan** – The Metropolitan Water District of Southern California.

16 **1.18 Natural Recharge** – Groundwater replenishment within the Management
17 Area occurring from precipitation on the surface, percolation from surface flows of the San
18 Jacinto River and its tributaries, spreading or injection of such surface flows, return flows from
19 irrigation, and subsurface inflows.

20 **1.19 New Pumper** – a Private Pumper who pumps for the first time after entry
21 of Judgment herein.

22 **1.20 Non-Participant** – a Private Pumper who elects not to participate in the
23 Management Plan, or to be a Party to this Judgment.

24 **1.21 Overdraft** – a condition whereby pumping in the Management Area
25 exceeds the Safe Yield thereof.

26 **1.22 Overlying Right** – the appurtenant right of an owner of land overlying the
27 Management Area to pump water from such land for beneficial use thereon.
28

1 **1.23 Party or Parties** – Eastern, Lake Hemet, Hemet, San Jacinto and the other
2 Persons listed in the attached Exhibit “B.”

3 **1.24 Person** – any individual, partnership, association, corporation, trust,
4 government agency or other organization.

5 **1.25 Physical Solution** – the Court decreed method of managing the water
6 supply of the Management Area to maximize the reasonable and beneficial use of the waters
7 thereof pursuant to the California Constitution, article X, section 2, to eliminate Overdraft
8 pursuant to the provisions of this Judgment, to protect the prior rights of the Soboba Tribe, and to
9 provide for the substantial enjoyment of all water rights recognizing their priorities.

10 **1.26 Private Pumper** – a Person who owns land with an Overlying Right or
11 other right in the Management Area and pumps more than 25 acre-feet per year. Private Pumper
12 includes New Pumps.

13 **1.27 Public Agency or Agencies** – Eastern, Lake Hemet, Hemet and San
14 Jacinto.

15 **1.28 Recharge or Replenish** – to sink, spread or inject water directly or
16 indirectly underground in the Management Area.

17 **1.29 Recharge Right** – the rights of Eastern and Lake Hemet to pump and use
18 water previously replenished to the Management Area as provided in Section 6.7.4.

19 **1.30 Recycled Water** – treated wastewater which is processed and suitable for
20 controlled use in the Management Area, including Recharge.

21 **1.31 Replenishment Assessment** – a charge to be levied against each Public
22 Agency for each acre foot, or portion thereof, of Groundwater pumped in excess of the sum of its
23 respective Adjusted Production Right, its share of Imported Water, Stored Water, Supplemental
24 Water, and applicable Carry-Over Credits and Recharge Rights; and against each Class B
25 Participant for pumping in excess of its 1995-99 average production, i.e., its Base Production
26 Right. The rate of such assessments shall be determined by the Watermaster and shall be used
27 for Replenishment Expenses.
28

1 **1.32 Replenishment Expenses** – Watermaster expenses, including, but not
2 limited to, the acquisition of Supplemental Water supplies, development of In-Lieu Water
3 projects, acquisition or improvement of land, and for the construction, maintenance and
4 operation of facilities necessary to replenish Groundwater in the Management Area, or otherwise
5 to provide water to Parties within the Management Area.

6 **1.33 Safe Yield** – the long term, average quantity of water supply in the
7 Management Area that can be pumped without causing undesirable results, including the gradual
8 reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe
9 Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.

10 **1.34 Settlement Agreement** – that Agreement titled “The Soboba Band of
11 Luiseño Indians Settlement Agreement” among the Soboba Tribe, the United States, as Trustee
12 for the Tribe, Eastern Municipal Water District, Lake Hemet Municipal Water District, and The
13 Metropolitan Water District of Southern California.

14 **1.35 Soboba Tribe (sometimes the “Tribe”)** – the Soboba Band of Luiseño
15 Indians.

16 **1.36 Soboba Action** – the lawsuit entitled Soboba Band of Mission Indians,
17 etc., v. Metropolitan, etc., et al, U.S. District Court, Central District of California, Case No.
18 00-84208 GAF (MANx).

19 **1.37 Storage Agreement** – an agreement between Watermaster and a Party to
20 store Supplemental Water (other than a Party’s share of Imported Water) by sinking, spreading,
21 injecting or in-lieu procedures in the Management Area, and to establish a manner of accounting
22 for the credit therefore and subsequently to recover such water, without payment of
23 Administrative or Replenishment Assessments.

24 **1.38 Storage Right** – a Party's right to store and pump Supplemental Water
25 (not required for a Party’s share of Imported Water) pursuant to a Storage Agreement.

26 **1.39 Stored Water** – Supplemental Water (other than a Party’s share of
27 Imported Water) stored by a Party pursuant to a Storage Agreement.
28

1 **1.40 Supplemental Water** – nontributary water imported into the Management
2 Area, including imported water (i.e., other than or in addition to Imported Water as defined in
3 Section 1.14), Recycled Water, In-Lieu Water, and other nonpotable water.

4 **1.41 Surface Water** – all water tributary to the Management Area and flowing
5 above the ground surface.

6 **1.42 Transfer** – a temporary or permanent authorized conveyance, assignment,
7 sale, contract or lease of part or all of a Public Agency’s Carry-Over Credit, Storage Right or
8 Recharge Right to any other Party, or a temporary assignment, contract, lease or sale of a Public
9 Agency’s share of Imported Water.

10 **1.43 Tribal Water Rights** – the Soboba Tribe’s rights to water set forth in
11 Section 4.1 of the Settlement Agreement and Section 5 of this Stipulated Judgment.

12 **1.44 Tunnel** – the San Jacinto Tunnel in Riverside County, California,
13 constructed by Metropolitan in the 1930s.

14 **1.45 Watermaster** – the Board with the powers and duties defined in Section
15 9.

16 **1.46 Water Management Plan** (sometimes the “Plan”) – the Plan adopted by
17 the Watermaster, as it may be modified from time to time, to implement the Physical Solution, to
18 ensure an adequate and reliable source of future water supply for the Management Area, and to
19 protect the prior rights of the Soboba Tribe.

20 **2. EXHIBITS.**

21 The following exhibits are attached to this Judgment and incorporated in it:

22 “A.” Map of the Management Area and the Management Area Watershed.

23 “B.” List of Parties to this Judgment.

24 “C.” Description of each Public Agency’s and Class A and Class B Participant’s
25 Base Production Right.

1 **3. PUBLIC AGENCIES' WATER RIGHTS.**

2 **3.1 Base Production Right.** The Public Agencies are owners of rights to
3 pump Groundwater from the Management Area as set forth in Exhibit "C." These rights are for
4 a calendar year and were calculated as follows:

5 **3.1.1 Eastern.** The Base Production Right of Eastern is based upon its
6 respective average pumping for calendar years 1995-1999, less an adjustment of 1800 acre-feet
7 representing a portion of a credit which it receives from Metropolitan for seepage into
8 Metropolitan's San Jacinto Tunnel, for Eastern's use of Fruitvale water elsewhere, and for use of
9 Fruitvale water by Lake Hemet, San Jacinto, and Hemet. The 1995-1999 period was chosen to
10 reflect recent production prior to the commencement of negotiations leading to this Stipulated
11 Judgment.

12 **3.1.2 Lake Hemet.** The Base Production Right of Lake Hemet is based
13 on its average production for calendar years 1995-1999.

14 **3.1.3 Hemet.** The Base Production Right of Hemet is based on its
15 average production for calendar years 1995-99, plus an adjustment of 900 acre feet per year
16 representing a portion of the seepage credit referenced in Section 3.1.1.

17 **3.1.4 San Jacinto.** The Base Production Right of San Jacinto is based
18 upon its average Production for calendar years 1995-1999, plus 500 acre-feet per year, and plus
19 an adjustment of 900 acre feet per year representing a portion of the seepage credit referenced in
20 Section 3.1.1. The 500 acre-feet per year has been added because San Jacinto's recent pumping
21 does not reflect its historic production, due to water purchases and other factors.

22 **3.1.5 Adjustments.** The Base Production Rights of Hemet and San
23 Jacinto each include 900 acre-feet per year that have been added to their respective amounts of
24 pumping for calendar years 1995-1999. These amounts have been added to provide Hemet and
25 San Jacinto a fair share of water from, and to resolve disputes regarding, Eastern's use of tunnel
26 seepage, Eastern's use of Fruitvale waters, and Lake Hemet's surface stream diversions. These
27 additional amounts of 900 acre-feet per year shall be treated as the first amounts pumped by
28 Hemet and San Jacinto, shall not be subject to reduction by the Watermaster as provided in

1 Sections 3.2 to 3.2.2, and shall not be subject to any Administrative or Replenishment
2 Assessments as provided in Sections 3.4 to 3.4.2, or to any other fee or charge imposed under the
3 Management Plan.

4 **3.2 Adjusted Production Rights.** It is the goal of the Physical Solution to
5 adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level
6 consistent with the Watermaster's determination of Safe Yield. The reduction will be based on
7 periodic demand, hydrology, Recharge, and the community's ability to pay for Supplemental
8 Water, and protection of the Tribal Water Rights. In order to implement this reduction in a
9 phased manner, each Public Agency's Base Production Right shall be subject to adjustment as
10 follows:

11 3.2.1 Subject to Section 3.1.5, a 10% reduction from each Base
12 Production Right in the first full year after entry of this Judgment.

13 3.2.2 Until Adjusted Production Rights are consistent with the Public
14 Agencies' share of Safe Yield, Watermaster shall determine the required reductions in Adjusted
15 Production Rights in each subsequent year to achieve Safe Yield within a reasonable period of
16 time as determined by the Watermaster, considering the extent of the Overdraft, the economic
17 impact on the Parties bound by this Judgment, and other relevant factors. The goal is to achieve
18 Safe Yield over a six (6) year period assuming an annual Overdraft of 10,000 acre feet. In the
19 event the extent of the Overdraft is greater or lesser than assumed, then the period of time
20 reasonably required to reach Safe Yield may be extended or reduced accordingly. However, in
21 no event shall any reduction be more than 10% of the Adjusted Production Rights of the prior
22 year.

23 3.2.3 A Public Agency Party may pump in excess of its Adjusted
24 Production Right, without any additional Administrative or Replenishment Assessment, by an
25 amount equal to its share of the 7,500 acre feet per year of Imported Water that is not used by the
26 Tribe provided such water has been previously delivered and is stored or will be delivered during
27 the current water year. The amount of the Tribe's unused portion of the 7,500 acre feet shall be
28 determined annually by the Watermaster. Shares of unused Imported Water shall be allotted to

1 the Public Agency Parties in proportion to Base Production Rights, and shall be acquired and
2 paid for pursuant to contract with Eastern.

3 3.2.4 A Base Production Right of a Public Agency serving the land of a
4 Class B Participant shall be increased in an amount equal to such Participant's Base Production
5 Right, adjusted and reduced pursuant to Sections 3.2.1 and 3.2.2, when the Participant's land is
6 converted from agricultural use to water service from the Public Agency, pursuant to Section
7 4.4.3.

8 3.2.5 The Adjusted Production Rights of the Public Agencies may be
9 increased by the Watermaster on a prorata basis to the extent that pumping by Class A
10 participants, or pumping by Persons not Parties to this Judgment, may decrease, and the
11 Watermaster finds that achieving the goal of maintaining the Management Area in a Safe Yield
12 condition can still be met.

13 **3.3 Allocation of Unused Imported Water.** A Public Agency's share of
14 Imported Water that is not used by the Soboba Tribe, as described in Section 3.2.3 shall be
15 subject to the following additional rules:

16 3.3.1 To the extent that a Public Agency does not use all of its share of
17 the Imported Water, the unused portion may be stored for its account for future use or transfer by
18 the Public Agency.

19 3.3.2 A Public Agency may lease, sell or otherwise transfer any portion
20 of the Public Agency's stored Imported Water or of the then current year's share of the Imported
21 Water to another Public Agency or to the Watermaster.

22 **3.4 Public Agency Production Assessments.** Public Agency pumping shall
23 be subject to the following assessments:

24 3.4.1 An Administrative Assessment as provided in Section 1.2. The
25 Administrative Assessment will be \$50.00 per acre-foot of a Party's Adjusted Production Right
26 pumped after entry of this Judgment. The Watermaster shall set the Administrative Assessment
27 rate annually thereafter. The first 900 acre feet per year of Adjusted Production Right pumped
28

1 by Hemet and San Jacinto and water pumped by a Public Agency pursuant to Section 3.4 above
2 shall not be subject to such assessment.

3 3.4.2 A Replenishment Assessment will be levied on each Public
4 Agency as provided in Section 1.31. However, a Public Agency may pump Groundwater in
5 excess of the sum of its Adjusted Production Right, its share of Imported Water, Supplemental
6 Water applicable Carry-Over Credits per Section 6.9.2, Recharge Rights, and production of
7 Stored Water, in order to meet increasing demands, provided that such excess extractions shall
8 be subject to Replenishment Assessments.

9 3.5 **Surface Rights.** Eastern holds License Number 016667 from the State
10 Water Resources Control Board to divert, spread and recover surface flows of the San Jacinto
11 River within the Management Area. Lake Hemet holds pre-1914 appropriative rights to divert
12 and store surface flows in Lake Hemet, and to divert surface flows tributary to but outside of the
13 Management Area from Strawberry Creek and from the North and South Forks of the San
14 Jacinto River. All Parties acknowledge such Eastern and Lake Hemet rights, and the fact that
15 they are not subject to any assessments under this Judgment; provided that any water pumped by
16 Eastern under its License shall be included in its Adjusted Production Right.

17 3.6 **Fruitvale Judgment, Sale of Assets, and Agreements.** The Court
18 hereby finds that Eastern purchased all of the water rights and assets of the Fruitvale Mutual
19 Water Company (“Fruitvale”) pursuant to the Agreement described in Section 1.11(b) hereof,
20 and is now the owner thereof. Eastern, as the successor in interest to Fruitvale, is also a
21 defendant in the action described in Section 1.11(a) hereof. The Court finds that the only other
22 remaining Party in such action is the plaintiff City of San Jacinto. The Court retained continuing
23 jurisdiction in such action, and Eastern has made annual reports pursuant to the Fruitvale
24 Judgment. Pursuant to stipulation between Eastern and San Jacinto, and in accord with the
25 Physical Solution and terms of this Judgment, the Court hereby finds that the rights and
26 obligations of the Fruitvale Judgment have been subsumed in, and superseded by, this Judgment
27 and are no longer enforceable; that the limitations upon the place and amounts of water use in the
28 Fruitvale Judgment, the Purchase Agreement (including the provisions regarding domestic water

1 rates within the Fruitvale Improvement District) and the Agency Agreements, all described in
2 Sections 1.11(a), (b) and (c) are no longer applicable or enforceable; and that the continuing
3 jurisdiction of the Court under the Fruitvale Judgment and the obligations of Eastern to report
4 thereunder, are hereby terminated; provided, however, that any service area agreements or
5 agreements related to mutual aid or system interties between any of the Public Agency Parties
6 are not affected by this Judgment.

7 **3.7 Fruitvale Agency Rights.** The water rights of Hemet, San Jacinto and
8 Lake Hemet under the several agreements with Eastern described in Section 1.11(c) hereof have
9 been incorporated in their respective Base Production Rights under this Judgment.

10 **4. PRIVATE PUMPERS' WATER RIGHTS**

11 **4.1 Recognition of Rights.** The Private Pumpers are owners of Overlying or
12 other water rights to pump from the Management Area. The Public Agencies recognize these
13 rights, and do not intend to take or adversely impact these rights without an agreement with the
14 owner of such rights. There is no intent to affect water use that is consistent with the historical
15 use of the Private Pumpers.

16 **4.2 Non-Participation.** A Private Pumper can elect not to participate in the
17 Water Management Plan and not to formally acknowledge its existence. Such Pumpers are
18 referred to as Non-Participants. Non-Participants shall continue to exercise whatever water
19 rights they may hold under California law unaffected by the Plan. However, the Parties do not
20 waive their rights to challenge any new or expanded use of water or water rights. Non-
21 Participants will not have the option of intervening as a Party under the Judgment at a later date.

22 **4.3 Class A Participation.** A Private Pumper can become a Party to the
23 Judgment as a Class A Participant under the following terms:

24 4.3.1 A Class A Participant who or which approves this Physical
25 Solution may vote for and/or be elected to serve as the Private Pumper representative on the
26 Watermaster, but other than as set forth in Sections 4.3.4 and 4.3.5, shall not otherwise have any
27 obligation for the implementation of the Physical Solution or the Water Management Plan.
28

1 4.3.2 A Class A Participant may, without any assessment by the
2 Watermaster, pump from the Participant's property within the Management Area the amount of
3 water that can be put to reasonable and beneficial use in the Participant's historic place of use or
4 as authorized under California law.

5 4.3.3 Unless the Watermaster determines otherwise, a Class A
6 Participant shall have the right to convert to Class B Participation during a grace period that shall
7 end 3 years after the entry of this Judgment and upon payment of the total assessments, without
8 interest, that the Class A Participant would have paid had the Class A Participant elected to be a
9 Class B Participant from the later of the initial production of Groundwater or the entry of the
10 Judgment herein. Conversely, the converting Participant will be given Carry-Over Credits to
11 which the Participant would have been entitled as a Class B Participant during said period
12 pursuant to Section 6.9.2 below; said Carry-Over Credits may be used to offset any
13 replenishment assessments, including any that would become due following the conversion.

14 4.3.4 A Class A Participant hereby authorizes the installation of water
15 meters, and the collection and reading of Groundwater production, level and water quality data
16 from the Class A Participant's well(s) by personnel authorized by the Watermaster. The
17 metering, meter reading, and other related monitoring efforts shall be at no cost to the Class A
18 Participant, and the Class A Participant shall receive copies of the reports and information
19 obtained upon request.

20 4.3.5 A Class A Participant shall describe or otherwise identify the
21 Participant's land and wells within the Management Area. The heirs, successors and assigns of
22 such land and wells shall succeed to the benefits of the Participant's rights under the Judgment,
23 and be bound by the obligations thereof, provided that such successor intervenes as a Party under
24 the Judgment. Absent such intervention, the successor will be treated as a Non-Participant.

25 **4.4 Class B Participation.** A Private Pumper can become a Class B
26 Participant on the following terms:

27 4.4.1 A Class B Participant's Base Production Right shall be equal to the
28 Participant's average annual production during the calendar years 1995 through 1999, less any

1 4.4.2 The Class B Participant approves this Physical Solution and may
2 vote for and/or be elected to serve as the Private Pumper's representative on the Watermaster.

3 4.4.3 Upon conversion of a Class B Participant's land from agricultural
4 to a use that requires water service from a Public Agency, the Public Agency shall credit, to the
5 extent legally permissible, the Class B Participant's Base Production Right, adjusted pursuant to
6 the percentage reductions in Sections 3.2.1 and 3.2.2, against any requirement then in effect for
7 any water supply assessment requirements, against any fees associated with water supply that the
8 Public Agency may then have in effect. The Public Agency serving the converted land shall
9 receive a credit added to its Base Production Right as set forth in Section 3.2.4.

10 4.4.4 Upon the sale of property to which or for which Base Production
11 Rights have been assigned by reason of the judgment herein, the Class B Participant may transfer
12 said rights to the purchaser on condition that the purchaser agrees in writing to be bound by the
13 terms of the judgment as a Class B Participant.

14 4.4.5 The Class B Participant hereby authorizes the installation of meters
15 and the collection and reading of Groundwater production, water level and water quality data
16 from the Class B Participant's well(s) by personnel authorized by the Watermaster. The
17 metering, meter reading and other related monitoring efforts shall be at no cost to the Class B
18 Participant, and the Class B Participant shall receive copies of the reports and information
19 obtained upon request.

20 4.4.6 A Class B Participant shall describe or otherwise identify the
21 Participant's land and wells within the Management Area. The heirs, successors and assigns of
22 such land and wells shall succeed to the benefits of the Participant's rights under the Judgment,
23 and be bound by the obligations thereof, provided that such successor intervenes as a Party under
24 the Judgment. Absent such intervention, the successor will be treated as a Non-Participant. A
25 Class B Participant may transfer Base Production Rights to new or replacement land on terms
26 and conditions established by the Watermaster.

27 **4.5 In-Lieu Water Use.** In the event any Private Pumper receives
28 Supplemental Water from a Public Agency to serve an historic use in place of Groundwater, or

1 otherwise engages in an in-lieu program after entry of the Judgment herein, the Overlying Right
2 of the Private Pumper shall not be diminished by the receipt and use of such Supplemental Water
3 or by engaging in an in-lieu program. In the event a Class B Participant received In-Lieu Water
4 for use in place of Groundwater during the period 1995-99, for purposes of determining Base
5 Production Rights, said use shall be considered as Groundwater use.

6 **4.6 Future Production Participation.** Any New Pumper after the entry of
7 this Judgment may intervene in this action and Judgment only as a Class A Participant and may
8 not thereafter convert to Class B status.

9 **4.7 Replacement Wells.** Re-drilling of existing wells and the drilling of new
10 wells to replace existing wells will not be considered new production as provided in Section 4.6.

11 **5. TRIBAL WATER RIGHTS**

12 The Tribal Water Rights have been determined as part of a settlement among the
13 Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. The settlement is
14 reflected in a Settlement Agreement, Congressional legislation and appropriation of funds, and a
15 Judgment in the Soboba Action. Such settlement includes the following provisions, which shall
16 be effective only upon fulfillment of all of the conditions precedent set forth in Article 3 of the
17 Settlement Agreement, a copy of which is attached hereto.

18 **5.1 Senior Right.** The Soboba Tribe shall have a prior and paramount right,
19 superior to all others, to pump 9000 acre-feet per year (3000 acre feet from the Canyon Subbasin
20 and the remainder from a portion of the San Jacinto Upper Pressure Subbasin referred to as the
21 Intake Subbasin), for use on the Reservation, as defined in Article 2.20 of the Settlement
22 Agreement, and on lands now owned or hereafter acquired by the Soboba Tribe contiguous to the
23 Reservation or within the Canyon and Intake Subbasins; provided, however, that such use shall
24 be limited to amounts set forth in a development schedule from 2,900 acre feet per year to 4,100
25 acre-feet per year for the first 50 years after the Effective Date as set forth in Exhibit "I" to the
26 Settlement Agreement. The Tribe's right to pump applies to all Groundwater, whether
27 replenished by Natural Recharge or by Supplemental Water. In addition, the Tribe shall have the
28 right to purchase additional water from the Watermaster during the fifty years that its use is

1 limited according to Exhibit "T" to the Settlement Agreement at the rate then being charged to the
2 Public Agencies under the Water Management Plan. In the event the Soboba Tribe is unable,
3 except for mechanical failure of its wells, pumps or water facilities, to produce from its existing
4 wells or equivalent replacements up to 3,000 AFA production from the Canyon Subbasin and the
5 remainder of its Tribal Water Rights from the Intake Subbasin, Eastern and Lake Hemet shall
6 deliver any shortage to the Soboba Tribe as provided in Section 4.1C of the Settlement
7 Agreement. Pumping for such purpose shall not be subject to Administrative or Replenishment
8 Assessments, and shall not be counted as part of Adjusted Production Rights.

9 **5.2 Metropolitan Water.** The Soboba settlement provides, among other
10 matters, that Metropolitan will use its best efforts to deliver sufficient Imported Water to yield
11 7,500 acre-feet per year, based upon 15 year averages, for Recharge in the Management Area at
12 its untreated replenishment water rate, or any successor rate of equivalent price as provided in
13 Section 4.4A of the Settlement Agreement.

14 **5.3 Settlement Payment.** Subject to the Effective Date of the Settlement
15 Agreement and funding by the United States, Eastern pursuant to the terms set forth in the Water
16 Management Plan, will pay the Soboba Tribe \$17 million dollars pursuant to Article 4.7A of the
17 Settlement Agreement in consideration, in part, of the Tribe's agreement to limit its water use
18 according to Exhibit "T" to the Settlement Agreement for the first 50 years after the Effective
19 Date. Subject to contracts with Eastern, the Public Agencies shall have the right to pump and
20 use all Imported Water not used by the Tribe, and the unused portion of the Tribal Water Rights
21 shall be available for use by the Parties, pursuant to their rights herein.

22 **5.4 Capital Facilities.** Eastern on behalf of the Water Management Plan
23 participants will receive \$10 million from the United States, to be applied to the costs of
24 constructing and operating the Phase I capital facilities necessary to import and Recharge
25 Supplemental Water as described in the Plan.

26 **5.5 Public Agencies' Use of Facilities.** Additional grant funds from the State
27 of California or the United States may also be available for such capital facilities. The rights of
28

1 the Public Agencies to the use of such facilities will be affirmed by contract as set forth in
2 Sections 9.6.4(1) and 9.6.4(3).

3 **5.6 Acknowledgement of Soboba Tribe Settlement.** The Parties to this
4 Judgment hereby recognize the Tribal Water Rights, as set forth above, and the applicable
5 provisions of the Soboba Tribe Settlement Agreement, and acknowledge that protection of Tribal
6 Water Rights is one of the goals of the Water Management Plan.

7 **6. PHYSICAL SOLUTION.**

8 **6.1 Purpose and Objective.** Pursuant to California water law and the
9 California Constitution, article X, section 2, the Court adopts this Physical Solution to maximize
10 reasonable beneficial use of Surface Water, Groundwater and Supplemental Water for water
11 users in or dependent upon the Management Area, to eliminate Overdraft, to protect the prior
12 rights of the Soboba Tribe, and to provide the Parties with the substantial enjoyment of their
13 respective rights, including, the priorities thereof.

14 **6.2 Need for Flexibility.** In order to adapt to potential changes in hydrology,
15 land use, and social and economic conditions, the Physical Solution must provide some degree of
16 flexibility and adaptability. Accordingly, the Court retains broad jurisdiction to supplement the
17 discretion granted to the Watermaster herein.

18 **6.3 Rights to Groundwater.** Groundwater in the Management Area may
19 occur from: Natural Recharge; spreading operations of natural flows; Recharge with
20 Supplemental Water acquired with assessment funds; return flows, fallowing or in-lieu recharge
21 programs financed with assessment funds. All such Groundwater shall be available to support
22 the pumping of the Parties as allowed herein, and shall not be the property of any individual
23 Party. Subject to the provisions of Section 6.7.2, this Section does not preclude any Party,
24 pursuant to a Storage Agreement, from storing Supplemental Water at its own cost, retaining
25 title thereto, and pumping such water without assessment.

26 **6.4 Resolution of Priorities.** By reason of the long and continuous Overdraft
27 of the Management Area, the contribution of all Parties to the Overdraft, the economies that have
28 developed on the basis of the Overdraft, the severe economic disruption that could occur under

1 strict priorities and the doctrines of prescription and laches, the complexity of determining
2 appropriative priorities, and the need to make the maximum beneficial use of the water resources
3 of the State, the Parties are estopped and barred from asserting specific priorities or preferences
4 to the pumping of Groundwater in the Management Area, except as provided in this Judgment,
5 and the Court finds that the provisions of this Judgment provide for the substantial enjoyment of
6 the respective rights of the Parties.

7 **6.5 Water Management Plan.** The Watermaster will approve and implement
8 a Water Management Plan to enforce and implement the Physical Solution, and may modify
9 such Plan as conditions require, subject to the provisions of the Settlement Agreement. The Plan
10 will also facilitate and accommodate the settlement of the water rights of the Soboba Tribe, and
11 shall be subject to the approval of the Soboba Tribe and the United States as trustee for the Tribe.
12 The Parties agree that the Plan shall incorporate and serve to implement the following goals:

13 6.5.1 Groundwater levels within the Management Area have generally
14 been declining for a number of years, and the Management Area is presently in a condition of
15 Overdraft. The Watermaster shall calculate the Safe Yield of the Management Area on an
16 annual basis, at least until the Overdraft is substantially eliminated. The Plan will, within a
17 reasonable period, eliminate Groundwater Overdraft and provide for excess production by
18 implementing a combination of available water resources management elements. These
19 elements include: reduction in natural Groundwater production; enhanced Recharge with native
20 and/or Supplemental Water; increased use of Recycled Water; in-lieu replenishment; acquisition
21 and development of Supplemental Water; and water conservation programs.

22 6.5.2 The Management Area is expected to experience residential,
23 commercial, and industrial growth and development over the next decade. The estimated
24 amount of Supplemental Water that will be necessary to provide for and adequately serve this
25 new growth and development is 15,000 acre feet per year. The Water Management Plan shall
26 accommodate the orderly expansion of existing water production and service systems, and
27 provide a clear planning process for meeting these projected growth trends.

1 Area water resources, and to compile and analyze data on Groundwater production, water levels,
2 water quality and Groundwater in storage.

3 **6.6 Replenishment Program.** The Groundwater replenishment program shall
4 be administered by the Watermaster. The program shall include: the acquisition of Supplemental
5 Water; the collection and expenditure of Replenishment Assessments; the Recharge of the
6 Management Area; and the construction and operation of all necessary facilities, including but
7 not limited to, development of surface and subsurface percolation and injection facilities. In
8 addition, a source of Recharge Water for agencies contributing to the Settlement Payment
9 described in Section 5.3 will be Imported Water provided by Metropolitan under the Settlement
10 Agreement, and not used by the Soboba Tribe.

11 6.6.1 Priority for replenishment will be based on an equitable
12 apportionment of available replenishment water among the subbasins after full consideration of:

13 6.6.1.1 The Public Agency's participation in the payment in the
14 Settlement Payment described in Section 5.3.

15 6.6.1.2 Hydrologic conditions in the Management Area.

16 6.6.1.3 The Management Area's Water demands.

17 6.6.1.4 The availability of storage capacity to accommodate the
18 Natural Recharge of surface flows.

19 6.6.1.5 The availability of appropriate conveyance facilities.

20 6.6.1.6 The availability of Supplemental Water,

21 6.6.1.7 Protection of Tribal Water Rights.

22 6.6.2 The Watermaster is encouraged to take advantage of surplus
23 Imported Water from Metropolitan that occasionally may be available at low cost, and to use
24 available assessment funds to bank such Recharge Water against future production in excess of
25 Adjusted Production Rights.

26 6.6.3 The Public Agencies shall independently or jointly operate their
27 present facilities to maximize the existing spreading and Recharge operations of natural flow in
28

1 the Management Area. Such Recharge Water shall be available to support the pumping of all
2 users, and shall not be the property of the spreading Public Agency.

3 6.6.4 All water used to replenish any subbasin in the Management Area
4 shall meet the Regional Water Quality Control Board, Santa Ana Region requirements, and the
5 provisions of Article 4.2 of the Settlement Agreement, and may be used in any subbasin where
6 such requirements are met.

7 **6.7 Storage Rights.** Unused storage capacity may exist in the Management
8 Area, and this capacity will be managed by the Watermaster conjunctively with natural and
9 available Supplemental Water supplies.

10 6.7.1 Subject to availability of assessment funds and unused storage
11 capacity as determined by Watermaster, the Management Area may be Recharged when water is
12 available, to be drawn upon by the Public Agencies in later years when such Supplemental Water
13 may not be available.

14 6.7.2 Unused storage capacity, as determined by Watermaster, and
15 pursuant to a Storage Agreement, may be used for “put and take” operations with Supplemental
16 Water that is paid for by any Public Agency provided that:

17 6.7.2.1 Such operations do not interfere with the rights of any
18 other pumper, or with the use of the storage capacity for Recharge and storage under the Water
19 Management Plan.

20 6.7.2.2 The Watermaster shall have the first right to purchase any
21 water available for Recharge for use under the Plan.

22 6.7.2.3 Later recovery of Stored Water shall exclude losses, and shall not be subject to
23 either Administrative or Replenishment Assessments.

24 6.7.2.4 Such recovered water may be used anywhere within the
25 service area of the Party.

26 6.7.2.5 Such Stored Water may be transferred while still in
27 storage.
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1 6.7.3 Any conjunctive use programs within the Management Area for
2 the benefit of territory outside of the Management Area shall be subject to the Watermaster's
3 approval and the governance provisions herein. Any storage, conjunctive use programs by third
4 Parties, or in-lieu recharge programs financed with assessment funds, shall be subject to the
5 Watermaster's approval and the governance provisions herein; provided that Metropolitan has
6 the right under the Soboba Settlement Agreement to use up to 40,000 acre-feet of storage
7 capacity in the San Jacinto Upper Pressure Subbasin for the pre-delivery of water required under
8 Section 5.2.

9 6.7.4 Eastern and Lake Hemet have previously provided water for
10 replenishment of the Management Area. As of May 1, 2005 these amounts, less losses, were
11 12,694 acre-feet for Eastern and 950 acre-feet for Lake Hemet. Such Parties shall have Recharge
12 Rights to recover these amounts, less any future losses, without either Administrative or
13 Replenishment Assessments, and may use such Rights to offset excess pumping in lieu of
14 Replenishment Assessments. The water available under such Recharge Rights shall be pumped
15 within 15 years of the entry of this Judgment, but not more than 2000 acre-feet in a single year.
16 The Public Agencies shall notify the Watermaster when such Recharged Water is being pumped,
17 and in what amounts, and the Watermaster shall keep an accounting of the amounts remaining.
18 The use of such credits shall be interpreted and administered so as not to increase the
19 replenishment obligations or assessments of those Parties without such past credits, or after such
20 credits have been fully used.

21 6.7.5 The accounting for recovery of Stored Water or Recharge Water
22 from the Management Area shall not include any water that escapes therefrom and migrates
23 downstream beyond the Management Area. Losses will be calculated based upon best
24 engineering principles.

25 **6.8 Recycled Water.** The use of Recycled Water produced by Eastern can be
26 of substantial benefit in providing additional water in the Management Area. The Watermaster
27 shall have a right of first refusal to purchase all Recycled Water produced from treatment
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1 facilities serving the Management Area that is not subject to then existing contracts. Such
2 Recycled Water may be used for Recharge or direct use within the Management Area.

3 6.8.1 Each Public Agency may implement its own Recycled Water
4 program, for direct use, subject to the availability of Recycled Water. The Public Agency shall
5 be responsible for financing, operating and maintaining the facilities necessary for that program.
6 The Watermaster will support loan or grant applications, and the Public Agencies will work to
7 integrate Recycled Water into the Water Management Plan, to the extent economically feasible
8 while meeting regulatory standards.

9 6.8.2 Currently only Eastern has Recycled Water available for Recharge.
10 To the extent such Recycled Water is not acquired by the Watermaster for use under the Plan,
11 any such water recharged in the Management Area shall remain the property of Eastern and may
12 be pumped (less losses) without Replenishment Assessments.

13 **6.9 Assessment Program.** The Assessment Program contemplated by the
14 Water Management Plan and consisting of Administrative Assessments and Replenishment
15 Assessments as described in Sections 1.2, 1.30, and 3.4, respectively, shall be administered by
16 Eastern pursuant to a contract with the Watermaster pursuant to the provisions of Section
17 9.6.4(5).

18 6.9.1 All Assessments shall be used for Replenishment Expenses and
19 Administrative Expenses.

20 6.9.2 Subject to the limitations in this Judgment, each Public Agency
21 that produces less than its Adjusted Production Right and share of Imported Water, and any
22 Class B Participant producing less than its Base Production Right, shall have the following
23 Carry-Over Credit:

24 6.9.2.1 Carry-Over Credit shall be the difference in acre-feet
25 between a Public Agency's Adjusted Production Right and share of Imported Water and
26 Supplemental Water, and the Public Agency's actual production in a calendar year, or the Class
27 B Participant's Base Production Right and the Class B Participant's actual production in a
28 calendar year.

1 6.9.2.2 The Carry-Over Credit may be applied to reduce the
2 amount of acre feet upon which a Public Agency or Class B Participant must pay a
3 Replenishment Assessment either for the previous year or in any subsequent year. Carry-Over
4 Credits are transferable by a Public Agency to the Watermaster or, subject to a right of first
5 refusal by the Watermaster, to another Public Agency. Carry-Over Credits may be retained for
6 more than one calendar year. The Public Agencies shall notify the Watermaster if a Carry-Over
7 Credit is being retained. The Public Agencies shall notify the Watermaster if a Carry-Over
8 Credit is being transferred and shall provide information requested by the Watermaster regarding
9 the transfer.

10 6.9.2.3 The Watermaster shall keep an accounting of all
11 Carry-Over Credits.

12 6.9.3 All Watermaster assessment invoices shall be payable to
13 Watermaster within 60 days of notice. Any delinquent assessments shall bear interest at a rate to
14 be set by the Watermaster. Watermaster is entitled to recover its reasonable expenses in
15 collecting any assessment, including attorney's fees and costs.

16 6.9.4 The Watermaster is authorized to adjust assessments, where
17 deemed appropriate, to provide incentives for production of Degraded Groundwater as described
18 in Section 6.5.3.

19 **6.10 Export.** The Public Agencies may export water outside the Management
20 Area, on a temporary basis, upon approval by the Watermaster. However, any water exported
21 shall be replenished with an appropriate amount of similar or better quality water as determined
22 by Watermaster. Water exports by the Public Agencies shall not interfere with the Water
23 Management Plan or any other Public Agency's operations. The Water Management Plan will
24 set forth the specific criteria for the export of water, including, but not limited to, conjunctive use
25 programs.

26 **6.11 Capital Facilities.** Each Public Agency shall continue to own its existing
27 capital facilities for water supply and management, subject to the provisions of Section 9.6.6.
28 However, the Phase I capital facilities necessary to implement the Water Management Plan shall

1 be owned and operated by Eastern, pursuant to the Plan and in a fiduciary capacity for the benefit
2 of all Parties under this Judgment, pursuant to Sections 5.4; 9.6.4(1); 9.6.4(3).

3 6.11.1 Financing of Water Management Plan facilities may be funded by
4 assessments, regional capital fees, loans and grants, contributions for Storage Rights by
5 Metropolitan or other third-parties, and municipal bonds. Responsibility for the costs of future
6 capital facilities necessary to implement the Plan, beyond the Phase I facilities, shall be
7 determined by the Watermaster and apportioned based on relative benefit to be derived by each
8 Public Agency.

9 6.11.2 Any of the participating Public Agencies may propose projects to
10 be included in the Water Management Plan to increase the Management Area water supply.
11 Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the
12 Watermaster chooses to reject the proposal, the proposing Public Agency may implement the
13 rejected project at its own cost so long as it does not significantly impact the implementation of
14 the Management Plan and/or interfere with the ongoing production by the Public Agencies.

15 **7. INJUNCTION.**

16 Each Party and his, her or its officers, agents, employees, successors and assigns,
17 is enjoined and restrained from:

18 7.1 Producing water from the Management Area without payment of required
19 Administrative Assessments.

20 7.2 Producing water from the Management Area in excess of the Party's
21 Adjusted Production Right and share of Imported Water, or the Base Production Right in the
22 case of a Class B Participant, without payment of required Replenishment Assessments.

23 7.3 Transferring Production Rights except as authorized in this Judgment.

24 7.4 Recharging water in the Management Area except as authorized in this
25 Judgment.

26 7.5 Storing or exporting water except as authorized in this Judgment.
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1 **8. CONTINUING JURISDICTION.**

2 **8.1 Full Jurisdiction.** Full jurisdiction, power and authority is reserved to the
3 Court as to all matters contained in this Judgment, including expedited intervention by
4 successors in interest to Private Pumpers, except:

5 8.1.1 To redetermine Base Production Rights of the Public Agencies or
6 Class B Participants.

7 8.1.2 As otherwise limited by law.

8 **8.2 Motion to Interpret.** By motion to the Court, upon 30 days written
9 notice and after hearing, any Party or Watermaster may request the Court to make such further or
10 supplemental orders to interpret, enforce, carry-out or amend this Judgment. Any such motion
11 shall be reviewed de novo by the Court. Any such motion shall be served on all Parties and
12 Watermaster at the addresses on the Watermaster's notice list.

13 **9. WATERMASTER.**

14 **9.1 Composition.** The Watermaster shall consist of a board composed of one
15 elected official and one alternate selected by each of the Public Agencies and one Private
16 Pumper representative and one alternate selected by the Class A and Class B Private Pumpers.

17 **9.2 Terms.** Each member of the Watermaster shall serve until replaced by the
18 Public Agency or Private Pumpers that made the original appointment, provided, however, that
19 the election or removal of a Private Pumper representative shall be decided by a majority vote of
20 the Class A and Class B Participants attending a meeting called for that purpose by written notice
21 sent to each Class A and Class B Participant or their successors, by U. S. mail or electronic mail
22 at least ten (10) days before such meeting. Said notice shall include the date, time and location
23 of the meeting.

24 **9.3 Removal and Replacement.** Any Watermaster member may be removed
25 and replaced by the same procedure used in his or her appointment.

26 **9.4 Voting.** Each member of the Watermaster shall have one vote. Four
27 affirmative votes shall be required in order to constitute Watermaster action on each of the
28 following matters. (1) any change sought in the form of governance; (2) any change in voting

1 requirements; (3) retaining the services of legal counsel and Advisor; (4) establishing, levying,
2 increasing or decreasing all assessment amounts; (5) adopting or amending an annual budget; (6)
3 determining the extent of Overdraft and quantifying Safe Yield; (7) determining Adjusted
4 Production Rights; (8) decisions regarding the financing of Supplemental Water or facilities,
5 other than any financing provisions included in this Stipulated Judgment as provided in Sections
6 5.3, 5.4, 5.5 hereof; (9) decisions regarding ownership of facilities, other than ownership of the
7 Phase I facilities described in the Water Management Plan, which shall be owned by Eastern
8 Municipal Water District, subject to a right of use by those Parties participating in the financing
9 thereof; (10) policies for the management of the Management Area; (11) and any decision that
10 involves a substantial commitment by the Watermaster, including any contracts for conserved
11 water. All other actions by the Watermaster shall require three affirmative votes.

12 **9.5 Court Review.** Any action by the Watermaster, or any failure to act by
13 virtue of insufficient votes, may be reviewed by the Court on motion by any Party, with notice to
14 all other Parties. The Court's review shall be de novo, and the Court's decision shall constitute
15 action by the Watermaster.

16 **9.6 Powers and Duties.** In order to implement the provisions of this
17 Judgment, the Watermaster shall have the following duties and powers:

18 **9.6.1 Water Management Plan.** Watermaster shall develop and
19 implement a Water Management Plan, with such additions and modifications as may from time
20 to time be appropriate, and shall administer the provisions of this Judgment. The Water
21 Management Plan shall be subject to approval by the Court, by the Soboba Tribe, and by the
22 United States.

23 **9.6.2 Independent Counsel.** The Watermaster shall retain independent
24 legal counsel to provide such legal services as the Watermaster may direct.

25 **9.6.3 Advisor.** The Watermaster shall retain either an independent
26 engineering firm or qualified individual experienced in hydrology to evaluate and analyze the
27 data collected by Eastern, and any conclusions based thereon, and to make recommendations to
28 the Watermaster, referred to herein as "Advisor." The Advisor shall also provide general

1 coordination among Eastern, the Technical Advisory Committee and the Watermaster with
2 respect to their respective functions, and perform such executive functions as the Watermaster
3 may direct. The Watermaster reserves the right to refer any matter it may choose to any Person
4 it may select for assistance in carrying out its duties under this Judgment.

5 **9.6.4 Operations and Other Functions.**

6 **9.6.4.1 Operations – Phase I Facilities.** The Phase I Facilities
7 (including capital facilities and spreading basins, as more particularly defined in the Water
8 Management Plan) are either existing facilities of Eastern that will be expanded or improved as
9 part of the Water Management Plan, or are new facilities that will be integrated into Eastern’s
10 existing facilities and will be owned by Eastern. Pursuant to the terms and conditions of
11 contracts to be entered into between Eastern and the Watermaster, and Eastern and the other
12 Public Agencies, Eastern shall construct, install, and operate the Phase I Facilities consistent with
13 the Water Management Plan.

14 **9.6.4.2 Operations – Other Facilities.** The Water Management
15 Plan anticipates the need for the construction and installation of other facilities in order to
16 accomplish the goals of the Judgment. Such facilities may be constructed, installed and operated
17 under contract with the Watermaster, by a member of the Watermaster or, in circumstances
18 approved by the Watermaster, by other responsible entities.

19 **9.6.4.3 Purchase of Water for Groundwater Recharge.** The
20 Soboba settlement requires Metropolitan to use its best efforts to deliver an average of 7500
21 acre-feet per year of Imported Water for Recharge of the Management Area. This supply is
22 dedicated first to satisfy the rights of the Soboba Tribe as provided in the Settlement Agreement.
23 Such portion of the supply that is not used by the Soboba Tribe will be available to those Parties
24 who have participated in the cost thereof. Subject to the approval of the Watermaster, Eastern
25 shall enter into a contract with Metropolitan for the purchase and delivery of such Imported
26 Water supply. Eastern shall also purchase as a member agency of Metropolitan, or otherwise
27 acquire, such additional supplies of water as may be directed by the Watermaster to implement
28 the Water Management Plan, subject to availability and transmission capacity. All such water

1 delivered by Metropolitan, or otherwise acquired by Eastern, and all Eastern facilities used to
2 deliver, recharge and recapture such water, shall be subject to rights of use by the Parties entitled
3 thereto. Such rights of use shall be confirmed in detail in written contracts with Eastern.

4 Recycled water is also available for direct and indirect Groundwater Recharge from Eastern's
5 wastewater treatment facilities serving the Management Area. The Watermaster shall have a
6 right of first refusal to purchase all Recycled Water produced from such plants that is not subject
7 to then existing contracts. The Watermaster is authorized to use its funds, or funds provided by
8 the Parties, to purchase Imported Water, Supplemental Water, or other water.

9 **9.6.4.4 Data Collection.** The Watermaster shall provide for the
10 collection and maintenance of all production, water level, water quality, and other technical data
11 necessary under or required by the Water Management Plan ("Data"). Pursuant to the terms and
12 conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall
13 collect and maintain all such Data and transmit such Data to the Watermaster, its Advisor, and
14 the Technical Advisory Committee as directed by the Watermaster. The foregoing clause does
15 not restrict the ability of the Watermaster to enter into other agreements with other members of
16 the Watermaster and/or private firms and individuals for the collection of Data.

17 **9.6.4.5 Accounting.**

18 **9.6.4.5.1 Financial Accounting.** The Watermaster shall
19 provide for the levy, billing, and collection of all assessments provided for under the Judgment,
20 for the payment of costs and expenses of the Watermaster, and for the performance of such
21 accounting and related functions as may be required in connection with those functions
22 ("Accounting Functions"). All funds collected shall be held in a segregated account. All
23 expenses and disbursements shall be separately accounted for. Pursuant to the terms and
24 conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall
25 initially perform the Accounting Functions for Watermaster. The foregoing clause does not
26 restrict the ability of the Watermaster to enter into other agreements with other members of the
27 Watermaster and/or private firms and individuals to provide some or all of the Accounting
28 Functions.

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9.6.4.5.2 Water Use, Storage and Transfers. The

Watermaster shall account for all production by Class A and Class B Participants and Public Agencies using information reported or obtained for that purpose. The Watermaster shall also account for Carry-Over Credits, including the transfer thereof where authorized, and for the use and/or storage and/or transfers of Imported Water by Public Agencies.

9.6.5 Technical Advisory Committee. There has been a Technical

Advisory Committee that has functioned throughout the development of the Water Management Principles and Plan, and this Stipulated Judgment. That Committee has been composed of such managerial and technical representatives as the individual Parties decide to appoint. Each Party has paid the costs of its own representatives, and shall continue to do so in the future. The Technical Advisory Committee shall continue to function, and to provide such technical assistance as the Watermaster may request. The Technical Advisory Committee shall make recommendations to the Watermaster's Advisor and to the Watermaster on all matters requiring four votes for Watermaster action, and shall receive from Eastern all data associated with such matters for its review and evaluation. The Technical Advisory Committee and its members shall also function as a way to keep the City Councils, Boards of Directors and participating Private Pumpers fully informed about the implementation of this Judgment.

9.6.6 Reservation of Rights. The Watermaster reserves the right to

assume, on its own, any functions set forth in Section 9.6.4, except as provided in Section 9.6.4(1), and to undertake all other acts required to implement the Plan and this Judgment, so long as it is legally capable of performing such functions. The Watermaster, if it should choose, may also act through or in conjunction with the other Public Agencies, or through a Joint Powers Agency composed of all the Public Agencies hereunder. Except as specifically provided in Section 9.6.4(1) with respect to Eastern's facilities used in Phase I, the Watermaster shall have no right to use or acquire the water facilities of any of the Parties, without their consent, provided that it is the intent of the Parties that their individual facilities will be available where appropriate to implement the Water Management Plan, upon terms equitable to all Parties, and consistent with their respective obligations to their own customers.

1 **9.6.7 Rules and Regulations.** The Watermaster may make such rules
2 and regulations as may be necessary for its own operations as well as for the operation of the
3 Plan and this Judgment, subject to Court approval. Meetings of the Watermaster shall be subject
4 to the Brown Act .

5 **9.6.8 Reports to Court.** The Watermaster shall file annually with the
6 Court, and serve on all Parties, a report regarding its activities during the preceding year,
7 including an audited statement of all accounts and financial activities.

8 **9.6.9 Notice to Parties.** Watermaster shall maintain a current list of the
9 Parties and their addresses for notice purposes. Rules for service shall be governed by the
10 California Code of Civil Procedure and the California Rules of Court. Each Party shall notify
11 Watermaster in writing of the name and address for its receipt of notice and service under this
12 Judgment. A Party may change this information by written notice to Watermaster. Notice shall
13 be deemed sufficient if directed to the most recent address provided by the Watermaster.

14 **9.7 Watermaster Records.** Watermaster's records shall be kept at the office
15 of Eastern unless changed by the Watermaster and approved by the Court. These records shall
16 be treated as public records under the Public Records Act. California Government Code sections
17 6250-6277 (West 1995 and Supp. 2002).

18 **10. MISCELLANEOUS.**

19 **10.1 Intervention After Judgment.** A New Pumper can intervene in this
20 action as a Class A Participant only, pursuant to Section 4.6. Any other Person who is an heir,
21 successor or assign of an existing Party, may become a Party to this action and Judgment, subject
22 to the conditions contained herein, by filing a petition in intervention. The petition may be filed
23 and approved ex parte with notice to the Watermaster. Such intervener shall thereafter be a Party
24 bound by this Judgment, and entitled to the rights and privileges accorded under this Judgment to
25 the Party such Person succeeds in this action.

26 **10.2 Loss of Rights.** No right adjudicated in this Judgment shall be lost by
27 non-use, abandonment, forfeiture or otherwise, except upon a written election by the owner of
28 the right filed with Watermaster, or by order of the Court upon noticed motion and after hearing.

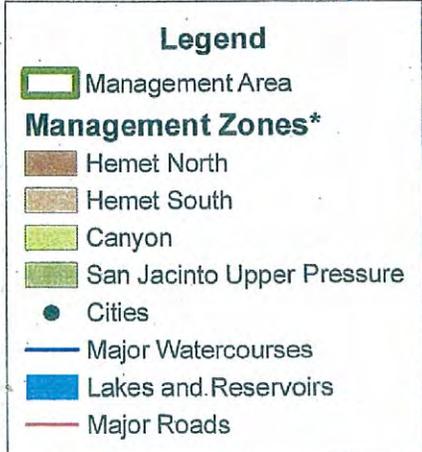
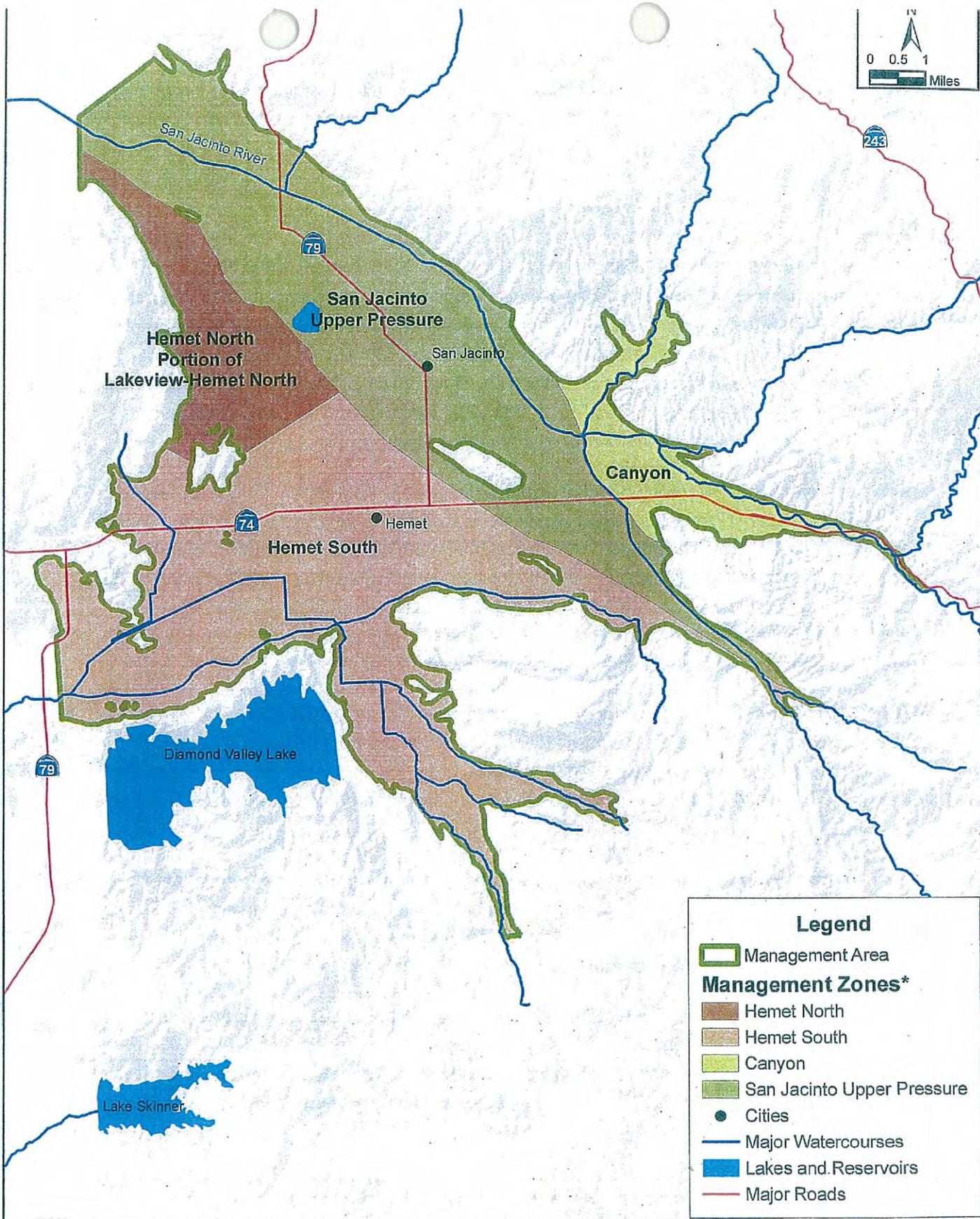
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10.3. Attorney's Fees and Costs. No Party shall recover any attorney's fees or costs in this proceeding from any Party.

DATED: 4/18, 201¹³/₁₂

M.P. PAULETTE D. BARKLEY
Commissioner, Superior Court of
~~California, Riverside County~~
JUDGE OF THE SUPERIOR COURT

EXHIBIT A



Management Area and Management Zones

Hemet / San Jacinto Water Management Plan

July 2006

*Source: EMWD

Figure 1.1

H

Appendix H: Soboba Settlement Agreement

SOBOBA BAND OF LUISEÑO INDIANS
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the Soboba Band of Luiseño Indians on behalf of itself and its members (collectively, the “Soboba Tribe”); the United States of America solely in its capacity as trustee for the Soboba Tribe (the “United States”); the Eastern Municipal Water District (“EMWD”); the Lake Hemet Municipal Water District (“LHMWD”); and The Metropolitan Water District of Southern California (“MWD”).

ARTICLE 1- RECITALS

1.1 The Soboba Tribe has made claims against EMWD and LHMWD (collectively, the “Local Districts”) for alleged infringement of its water rights in the San Jacinto River (“River”) and the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin associated therewith (collectively “Basin”) in Riverside County, California, and for damages related to historical interference with the Soboba Tribe’s rights and the unauthorized use of its water. Specifically, the Soboba Tribe alleges that the Local Districts, through their longstanding diversion of waters from the River and pumping of Groundwater from the Basin, have interfered with the Soboba Tribe’s water resources and its rights to the beneficial use and enjoyment of the Reservation.

1.2 The Soboba Tribe also has filed a lawsuit against MWD styled *Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California*, United States District Court Case No. 00-04208 GAF (MANx) (the “Action”). The Action alleges that MWD, by the construction and operation of the San Jacinto Tunnel (the “Tunnel”), has interfered with the Soboba Tribe’s water resources and its rights to the beneficial use and enjoyment of the Reservation.

1.3 The Parties have agreed to settle the Soboba Tribe’s claims on the terms set forth in this Settlement Agreement.

1.4 MWD also contends that it has legal indemnification claims and other rights against EMWD for the Action arising out of MWD Board Resolution 3940 (EMWD's Terms of Annexation into MWD). In 1951, EMWD was created and annexed into MWD for the purposes of resolving claims that MWD's construction and operation of the Tunnel interfered with local water rights in the Basin and to obtain a supplemental supply of water for the area. The Terms of Annexation required EMWD to resolve potentially conflicting rights to the Tunnel seepage water and that MWD annually credit EMWD for the entire amount of Tunnel seepage, which MWD has done every year since 1951. In exchange for the benefits of being annexed into the MWD service area and the return of the Tunnel seepage water to EMWD, EMWD was required to defend and indemnify Metropolitan from certain claims seeking recovery for loss or injury as a consequence of the Tunnel seepage, specifically including claims brought by the Tribe. In response to the Tribe's Action, MWD tendered the defense and indemnity of the Tribe's claims to EMWD, which EMWD declined on the grounds that the Action allegedly exceeded the scope of its obligations under the Terms of Annexation. MWD subsequently filed a third party action against EMWD seeking to enforce the defense and indemnity provisions contained in the Terms of Annexation. EMWD and MWD dispute each other's contentions.

1.5 EMWD and MWD have agreed as part of this settlement to resolve their dispute over the scope of EMWD's defense and indemnity obligations to MWD reflected in the EMWD's Terms of Annexation.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

This Settlement Agreement employs abbreviated terms that have the meanings below. To the extent that the definitions below conflict with those terms defined in other sections of the Settlement Agreement, the definitions in Article 2 shall prevail.

2.1 "Act" unless otherwise indicated, shall mean the Soboba Settlement Act approving this Settlement Agreement, attached as Exhibit A.

2.2 “Action” means the Soboba Tribe’s lawsuit against MWD styled Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California, United States District Court Case No. 00-04208 GAF (MANx) and includes MWD’s third party claim against EMWD.

2.3 “AFA” means acre-foot of water per annum.

2.4 “Basin” means collectively the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.

2.5 “Best Efforts” means that the Districts will take all commercially reasonable actions to fulfill the referenced contractual obligation.

2.6 “Canyon Sub-basin” means the groundwater basin as depicted on Exhibit B (map) and described in Exhibit C.

2.7 “Court” shall mean the Federal District Court for the Central District of California, Central Division, which has exercised jurisdiction over the Action.

2.8 “Decree Court” means the court with jurisdiction over the judgment and decree entered in accordance with this Settlement Agreement.

2.9 “Districts” means EMWD, LHMWD, and MWD.

2.10 “Effective Date” means the date on which the Secretary causes to be published in the Federal Register a statement of findings that the conditions in Section 3.1 have been fulfilled.

2.11 “EMWD” means the Eastern Municipal Water District.

2.12 “Groundwater” for the purposes of this Settlement Agreement means all water beneath the surface of the earth.

2.13 “Imported Water” means water sold by MWD to EMWD pursuant to Section 4.4 and is not intended to have the same meaning as the term “Imported Water” as used in MWD’s Administrative Code.

2.14 “Intake Sub-basin” means the portion of the Upper Pressure groundwater Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.

2.15 “LHMWD” means the Lake Hemet Municipal Water District.

2.16 "Local Districts" means EMWD and LHMWD.

2.17 "MWD" means The Metropolitan Water District of Southern California.

2.18 "Party" is the singular form of "Parties," which means the entities represented by the signatories to this Settlement Agreement.

2.19 "Recharge Facilities" means those facilities to be constructed by the Local Districts pursuant to Section 4.4.G of this Settlement Agreement for the purpose of recharging the Imported Water into the Basin.

2.20 "Reservation" means the Soboba Indian Reservation as depicted on Exhibit D (map), comprising approximately 5,935 acres, as established by Executive Order on June 19, 1883; thereafter expanded by Executive Orders on January 29, 1887, and December 29, 1891, the purchase of 709.65 acres known as "Tract 8" in 1911, the issuance of a trust patent for 68.9 acres in 1913, and the transfer of 880 acres pursuant to the Southern California Indian Land Transfer Act, Pub. L. No. 100-581, 102 Stat. 2946 (1988); and, thereafter modified by Executive Orders of March 22, 1886, and January 29, 1887, and the issuance of a fee patent for 32.84 acres in 1900. It does not include the 950 acres northwest of and contiguous to the Reservation known as the "Jones Ranch," purchased by the Soboba Tribe in fee on July 21, 2001, and placed into trust on January 13, 2003, nor the 535 acres southeast of and contiguous to the Reservation known as the "Horseshoe Grande," purchased by the Soboba Tribe in fee in seven separate transactions in June and December 2001, December 2004; June 2006 and January 2007, nor the 478 acres north of and contiguous to the Reservation known as "The Oaks," purchased by the Soboba Tribe in fee on April 4, 2004.

2.21 "River" means the surface flow of the San Jacinto River and its tributaries from its origins in the San Jacinto Mountains into and across the Basin as shown on Exhibit B (map).

2.22 "Secretary" means the Secretary of the Interior or her designee.

2.23 "Settlement Agreement" means this document including all exhibits, which are incorporated by reference, as amended to be consistent with the Act.

2.24 "Soboba Tribe" means the Soboba Band of Luiseño Indians, a body politic and federally recognized Indian tribe, and its individual members.

2.25 "Surface Water" means all surface water flows of the River.

2.26 "Terms of Annexation" means Metropolitan Resolution No. 3940 which sets forth the terms of EMWD's annexation to MWD.

2.27 "Tribal Water Right" means the Soboba Tribe's rights to water set forth in Section 4.1.

2.28 "Tunnel" means that portion of the Colorado River Aqueduct known as the San Jacinto Tunnel.

2.29 "United States," unless otherwise indicated, means the United States of America solely in its capacity as trustee on behalf of the Soboba Tribe or its members.

2.30 "Untreated Replenishment Water" means untreated water sold pursuant to the Replenishment Service program as defined by MWD's Administrative Code at sections 4104, 4114 and 4514.

2.31 "Upper Pressure Sub-basin" means the groundwater basin as depicted on Exhibit B (map).

2.32 "WMP" means the Water Management Plan that will be developed by EMWD, LHMWD, the City of Hemet, the City of San Jacinto and other Basin users, pursuant to Section 4.8.A of this Settlement Agreement, to manage the Canyon Sub-basin, the Upper Pressure Sub-basin downstream to Bridge Street, and the Hemet Basins. The principles of the Water Management Plan are attached as Exhibit E. The area covered by the Water Management Plan is depicted on Exhibit F (map) and described in Exhibit G.

ARTICLE 3 – CONDITIONS PRECEDENT AND ENFORCEMENT

3.1 This Settlement Agreement shall become enforceable, and the releases and waivers of Article 5 effective, as of the date the Secretary causes to be published in the Federal Register a statement of findings that the following conditions have been fulfilled:

A. the Act has been enacted;

B. to the extent that the Settlement Agreement conflicts with the Act, the Settlement Agreement has been revised to conform with the Act;

C. the Settlement Agreement, as so revised, and the Waivers and Releases have been executed by the Parties and the Secretary;

D. warranty deeds for the property to be conveyed in fee to the Soboba Tribe pursuant to Section 4.6 have been placed in escrow with instructions that they shall be delivered to the Soboba Tribe by close of business on the first business day following the date that all of the conditions in this paragraph have been fulfilled;

E. the Soboba Tribe and the United States have approved the WMP; and

F. the Judgment and Decree attached to the Settlement Agreement as Exhibit H or a judgment and decree substantially the same as Exhibit H has been approved by the United States District Court, Eastern Division of the Central District of California, and that judgment and decree has become final and nonappealable.

3.2 Other than to take all necessary steps to cause the events described in this Article to occur, no Party shall be required to perform any of the obligations, or be entitled to any of the benefits, under this Settlement Agreement before all conditions precedent have been fulfilled. After the fulfillment of all conditions precedent, the Parties shall be bound by all provisions of this Settlement Agreement.

3.3 If all of the conditions listed in Section 3.1 have not been fulfilled by March 1, 2012, this Settlement Agreement shall be null and void, and any consideration, together with any income earned thereon, shall be returned to the depositing entity.

ARTICLE 4 - TRIBAL WATER RIGHTS

4.1 Water Rights. The Parties ratify, confirm, declare to be valid and agree not to object to or dispute or challenge in any judicial or administrative proceedings the rights of the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe, to the water rights set forth in this Section. In so doing, the Parties acknowledge that these rights are the result of bargained for and exchanged concessions, as a result of which the Local Districts

have agreed to supply water to the Soboba Tribe if it is unable, except for mechanical failure of its wells, pumps or water facilities, to produce the water to which it is entitled under this Article. Therefore, the Soboba Tribe shall have the following water rights which shall be held in trust by the United States for the benefit of the Soboba Tribe:

A. The prior and paramount right, superior to all others, to pump 9,000 AFA from the Basin for any use on the Reservation and lands now owned or hereafter acquired by the Soboba Tribe contiguous to the Reservation or within the Basin.

B. The Soboba Tribe's right to pump a total of 9,000 AFA from the Basin is without regard to whether the water was naturally or artificially recharged.

C. In the event the Soboba Tribe is unable, except for mechanical failure of its wells, pumps or water facilities, to produce from its existing wells or equivalent replacements up to 3,000 AFA production from the Canyon Sub-basin and the remainder of its Tribal Water Right from the Intake Sub-basin, subject to Section 4.3.A, the Local Districts shall deliver any shortage to the Soboba Tribe. Any shortage shall be delivered at such locations as the Soboba Tribe and the Local Districts may agree, or if there is no agreement, at the wellheads where the shortage occurred. Such water may be supplied from Local District wells in either the Canyon or Intake Sub-basins, or from other sources. For any water delivered pursuant to this paragraph, the Soboba Tribe shall pay an acre-foot charge equal to its then current cost of production, and any avoided cost of treatment, from the wells where the shortage occurred, assuming pumping lifts equal to the Soboba Tribe's averages in the respective Sub-basins over the preceding ten years.

4.2 Water Quality. Recharged water placed in the Canyon Sub-basin by Local Districts and/or the WMP and any replacement water delivered to the Soboba Tribe pursuant to Section 4.3.C shall conform to all applicable State water quality regulations and, without prior written approval from the Soboba Tribe, shall neither exceed (1) any Federal or State of California primary or secondary drinking water standards (except with respect to recharged water, turbidity, color, or coliform bacteria) nor (2) 0.3 milligrams per liter (mg/l) boron or 0.05 mg/l lithium. Recharged water placed in the Intake Sub-basin by EMWD, LHMWD, and/or the

WMP shall conform to all applicable State water quality regulations. Nothing in this paragraph shall affect the water quality obligations assumed by Metropolitan for Imported Water set forth in Section 4.4.

4.3 Soboba Tribe's Water Use. Beginning on the Effective Date, the Soboba Tribe's right to pump groundwater in the exercise of its Tribal Water Right shall be subject to the following provisions:

A. The Soboba Tribe agrees to limit its exercise of the Tribal Water Right to 4,100 AFA for a period of fifty (50) years commencing with the Effective Date, according to the schedule set forth in Exhibit I to this Settlement Agreement. Should the Soboba Tribe during that period identify a need for water in addition to the Schedule set forth in Exhibit I, the Soboba Tribe shall have the right to purchase water from the WMP at the rate then being charged to the WMP's municipal producers.

B. Any use of the Tribal Water Right by an individual member of the Soboba Tribe shall be satisfied out of the water resources provided to the Soboba Tribe in this Settlement Agreement.

C. In addition to the limitation in Section 4.3.A, the Soboba Tribe may enter into contracts and options to lease or contracts and options to exchange water made available to it under this Settlement Agreement, or enter into contracts and options to postpone existing water uses or postpone undertaking new or expanded water uses. Any such water thereby made available to others shall only be used by participants in, or other users within the area of, the WMP. No contract shall be for a term exceeding one hundred (100) years, nor shall any contract provide for permanent alienation of any portion of the Tribal Water Right.

4.4 Purchase of Imported Water [see definition of Imported Water in Section 2.13 of this Settlement Agreement]. In order to provide water to the Soboba Tribe and to reduce the overdraft of the Basin, EMWD and MWD agree to enter into a contract pursuant to which MWD will sell and EMWD on behalf of the WMP will purchase the Imported Water under the following terms:

A. Price. The Imported Water will be sold by MWD to EMWD at the then prevailing service rate charged by MWD for Untreated Replenishment Water, which rate is reflected in MWD's Administrative Code at section 4401(a)(2). As of the date this Settlement Agreement is signed by MWD, the service rate for such water is \$238 per acre foot. Changes in the rates charged for Imported Water shall be effective the same date that the new rates for Untreated Replenishment Water become applicable to MWD's member agencies. Should MWD ever discontinue the delivery of Untreated Replenishment Water, the service rate for water supplied pursuant to this contract shall initially be determined by taking the last published service rate for Untreated Replenishment Water and charged to EMWD under this contract. Thereafter, the rate for Imported Water would continue to be adjusted on the same percentage basis as MWD's service rate for the non-interruptible untreated water deliveries to its member agencies, which adjustments shall become effective on the same date that the new service rates become applicable to MWD's member agencies.

B. Use. For purposes of the Imported Water only, MWD releases EMWD from all covenants that now, or may in the future, require that water purchased at the service rate for Untreated Replenishment Water be left in the ground or otherwise not used for any period of time.

C. Duration. The contract shall commence upon the Effective Date and will expire on December 31, 2035. EMWD and MWD agree to negotiate in good faith a possible extension of this water sale contract for an additional period which, when added to the original term expiring on December 31, 2035, would provide for a total term of 50 years. In determining whether or not to extend the term of this contract for this additional period, MWD will consider the current status of its replenishment water program, the status of MWD's State Water Project contract, the implementation of this Settlement Agreement, and any other information that MWD deems relevant to the possible extension of the water sale contract. Nothing in this paragraph shall be construed to require MWD to extend the water sale contact.

D. Water Quality. Water sold by MWD pursuant to this contract shall be of a quality

that is consistent with MWD's operational and water quality goals. MWD agrees to make Best Efforts to meet water quality objectives set by the Santa Ana Regional Water Quality Control Board for recharged water being put into the Basin. MWD takes no risks associated with any discrepancy between the water quality obligations assumed by MWD pursuant to this paragraph and water quality standards applicable to recharged water set by the Santa Ana Regional Water Quality Control Board or other regulatory body.

E. Deliveries. Deliveries under this contract shall not begin until the Effective Date. Once deliveries are commenced, MWD shall use Best Efforts to deliver 7,500 AFA for the duration of the contract based upon 15-year averages. Annual deliveries shall be calculated on a January 1 to December 31 calendar year and shall be pro rated for any portion of a year during which the contract is in force. MWD reserves the right to deliver water at any time of the year. MWD shall give EMWD advance notice of Imported Water deliveries as provided for in MWD's then current Administrative Code and implementing guidelines for replenishment water deliveries, which presently is reflected in section 4514(c) of MWD's Administrative Code.

F. Point of Delivery. Deliveries shall be made by MWD to EMWD at the connection known as EM-14 or, upon mutual agreement of MWD and EMWD, at one or more additional existing or future connections. The Parties acknowledge that the suspension or termination of deliveries to EM-14 may, at any time, as determined by MWD's Chief Executive Officer, be required to meet MWD's operational needs. If deliveries to this location are suspended or terminated, then EMWD and MWD agree to negotiate in good faith to identify an alternative delivery point or points and, if MWD and EMWD are unable to reach agreement, the dispute shall be resolved by the Decree Court.

G. Recharge Facilities. The Local Districts, through the WMP, shall construct, operate, and maintain facilities for artificial Groundwater recharge and banking of the Imported Water. Said facilities shall be sufficient to accommodate a flow rate of 42 cubic feet per second and to store up to 40,000 acre feet of Imported Water in the Basin. MWD shall have a paramount right to use capacity in the Recharge Facilities sufficient to accommodate a flow rate of 42 cubic

feet per second and a paramount right to store up to 40,000 acre feet of Imported Water to meet its obligations under this Settlement Agreement, provided that MWD's sole remedy if the required storage capacity is not made available is to reduce its obligation by the amount of water that it was prepared but unable to deliver due to the lack of storage capacity. MWD's obligations under this Section 4.4 shall not arise until the Recharge Facilities are capable of meeting the capacity and storage requirements set forth in this paragraph.

H. Postponed Deliveries. EMWD shall have the right to postpone deliveries during periods when the Recharge Facilities are not capable of meeting the capacity and storage requirements set forth in Section 4.4.G, provided that each of the following four conditions are met: (i) the inability to meet capacity and storage requirements is the result of events beyond the control of the Local Districts and/or the WMP; (ii) the inability to meet capacity and storage requirements is not the result of negligence on the part of the Local Districts and/or the WMP; (iii) the inability to meet capacity and storage requirements is not the result of water quality limitations that are more restrictive than those established pursuant to Section 4.4.D, and (iv) that the Local Districts use Best Efforts to make necessary repairs and/or take other actions necessary to make the Recharge Facilities fully operational.

(1) If the conditions for postponed deliveries are met as required herein, MWD shall make up such deferred deliveries at a later time, to the extent that MWD has Untreated Replenishment Water available.

(2) If the conditions for postponed deliveries are not met as required herein, then MWD's obligation to deliver water shall be reduced by the amount of water that MWD was prepared to deliver, subject to the 42 cubic feet per second maximum flow rate, and the existence of unused storage capacity up to the 40,000 acre-foot maximum.

I. Pre-Deliveries. MWD shall have complete discretion concerning use of the 40,000 acre feet of storage capacity for the pre-delivery of Imported Water, including the right not to use such capacity. As such, MWD makes no commitments to pre-deliver any amount of Imported Water.

4.5 Funding for Infrastructure. In accordance with the Act, the United States shall establish in the Treasury of the United States a fund in the amount of \$10,000,000, managed by the Secretary of the Interior, which may be drawn upon by EMWD to pay or reimburse costs associated with constructing, operating, and maintaining that portion of the Recharge Facilities necessary to accommodate deliveries of the Imported Water.

4.6 Land Transfer.

A. EMWD Property. In settlement of the Action, EMWD shall place into escrow a warranty deed conveying to the Soboba Tribe in fee all of the property presently owned by EMWD at Domenigoni Parkway and Highway 79, consisting of approximately 106 acres which is described and illustrated in Exhibit J to this Settlement Agreement. The escrow instructions shall provide that the warranty deed shall be delivered to the Soboba Tribe by close of business on the first business day following the Effective Date.

B. MWD Property. In settlement of the Action, MWD shall place into escrow a warranty deed conveying to the Soboba Tribe in fee property presently owned by MWD at Domenigoni Parkway and Patterson Avenue, consisting of approximately 21.7 acres which is described and illustrated in Exhibit K to this Settlement Agreement. The escrow instructions shall provide that the warranty deed shall be delivered to the Soboba Tribe by close of business on the first business day following the Effective Date.

C. Use of Property. Management and development by the Soboba Tribe of the lands transferred by this paragraph shall comply with all applicable Federal law. Any regulation by the Soboba Tribe of the environment on, under or above such lands that impacts MWD's operations, including but not limited to its operations related to Diamond Valley Reservoir, shall be consistent with, and no more stringent than, comparable regulation by the United States and the State of California.

4.7 Development Funds.

A. Local Districts. No later than 120 days after the Effective Date and before any funds are released to the Local Districts under Section 4.5, the Local Districts shall pay to the

Soboba Tribe the sum of \$7,000,000 plus interest at the average daily prime rate (as reported by the Wall Street Journal) plus two and one-quarter percent (2.25%) per annum from the Effective Date until paid. No later than 120 days after any funds are released to the Local Districts under Section 4.5, the Local Districts shall pay to the Soboba Tribe a sum equal in amount to the funds so released plus interest at the average daily prime rate (as reported by the Wall Street Journal) plus two and one-quarter percent (2.25%) per annum from the date of the release of such funds until paid. All sums paid to the Tribe by the Local Districts pursuant to this Section 4.7.A are determined to be non-trust funds and shall be managed by the Soboba Tribe in its sole discretion. The United States shall have no responsibility with respect to the funds provided to the Soboba Tribe pursuant to this paragraph.

B. United States. In accordance with the Act, the United States shall establish in the Treasury of the United States a trust fund in the amount of \$11,000,000, managed by the Secretary of the Interior in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.) and this Settlement Agreement. There shall be no expenditures from the trust fund until the conditions in Section 3.1 are fulfilled.

(1) Investment of the Fund. The Secretary shall invest amounts in this fund in accordance with the Act of April 1, 1880 (21 Stat. 70, ch. 41, 25 U.S.C. 161), the first section of the Act of June 24, 1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a), and this paragraph.

(2) Fund Uses. This fund may be drawn upon by the Soboba Tribe with the approval of the Secretary to pay or reimburse costs associated with constructing, operating, and maintaining water and sewage infrastructure or other water-related development projects.

4.8 Other Terms.

A. The Local Districts, with the cooperation of other Groundwater producers in the Basin, shall develop and implement a WMP for the Basin that will address the current Basin overdraft, and recognize and take into account the Tribal Water Right. The WMP shall not be final or deemed effective for the purposes of this Settlement until it is approved by the Soboba Tribe and the United States. No implementation or subsequent modification of the WMP shall

threaten or adversely affect the rights of the Soboba Tribe hereunder, and the Soboba Tribe and the United States reserve the right under the continuing jurisdiction of the Decree Court to litigate any such issue.

B. EMWD will credit to the Soboba Tribe the sum of \$1,000,000 to be deducted from the cost of water and sewage financial participation fees (connection fees) and similar fees charged by EMWD for any property owned by the Soboba Tribe within EMWD's then existing service area for which service is sought pursuant to an agreement for service between the Soboba Tribe and EMWD. The Soboba Tribe and EMWD agree to negotiate in good faith concerning any future agreement for service which shall be funded in whole or in part by the credit established pursuant to this paragraph.

C. LHMWD will make available for habitat preservation and/or environmental mitigation purposes property it owns in the San Jacinto River bed, consisting of approximately 12 acres which is described and illustrated in Exhibit L to this Settlement Agreement. This property shall be used for habitat preservation and/or environmental mitigation to assist in meeting the requirements of applicable Federal and State environmental laws relating to the Recharge Facilities.

D. The Soboba Tribe agrees to provide the Local Districts with all information reasonably available to the Soboba Tribe that the Local Districts and the Soboba Tribe agree is required to implement this Settlement Agreement and the WMP.

E. MWD shall not be joined in any legal proceeding to enforce the Tribal Water Right described in Sections 4.1 through 4.3 or which concerns the duties and obligations reflected at Section 4.8, paragraphs A through E, unless said proceeding relates to MWD's failure to perform its obligations to deliver water set forth in Section 4.4.

ARTICLE 5 - RELEASES AND WAIVERS

5.1 Soboba Tribe

A. The Soboba Tribe, on behalf of itself and its members, and the United States solely in its capacity as trustee for the Tribe releases EMWD, LHMWD, and MWD for:

(1) Past, present and future claims to Surface and Groundwater rights for the Reservation, arising from time immemorial through the Effective Date and anytime thereafter, except claims to enforce this Settlement Agreement or claims based on water rights acquired after the Effective Date;

(2) Past, present and future claims for injury of any kind arising from interference with Surface water and Groundwater resources and water rights of the Reservation, including, but not limited to, all claims for injury to the Soboba Tribe's use and enjoyment of the Reservation, economic development, religion, language, social structure and culture, and injury to the natural resources of the Reservation, from time immemorial through the Effective Date;

(3) Past, present and future claims for injury of any kind arising from, or in any way related to, continuing interference with Surface water and Groundwater resources and water rights of the Reservation, including the full scope of claims defined in Section 5.1.A(2), to the extent that such continuing interference began prior to the Effective Date, from time immemorial through the Effective Date and anytime thereafter;

(4) Past, present and future claims for injury of any kind arising from, or in any way related to, seepage of water into the Tunnel, including the full scope of claims defined in Section 5.1.A(2), from time immemorial through the Effective Date and anytime thereafter; and

(5) Past, present and future claims for injury of any kind arising from, or in any way related to, the WMP as approved in accordance with this Settlement Agreement, from time immemorial through the Effective Date and anytime thereafter.

B. The Soboba Tribe, on behalf of itself and its members, releases the United States for:

(1) Claims described in Section 5.1.A(1)-(5);

(2) Past, present and future claims for failure to acquire or develop water rights and water resources of the Reservation arising from time immemorial through the Effective Date and anytime thereafter;

(3) Past, present and future claims for failure to protect water rights and water

resources of the Reservation arising from time immemorial through the Effective Date, and any past, present and future claims for any continuing failure to protect water rights and water resources of the Reservation, arising from time immemorial through the Effective Date and, to the extent that such continuing failure to protect began before the Effective Date, anytime thereafter;

(4) Past, present and future claims arising from the failure of any non-federal Party to fulfill the terms of this Settlement Agreement at anytime.

(5) Past, present, and future claims arising out of the negotiation of this Settlement Agreement or the negotiation and enactment of the Act, or any specific terms or provisions thereof, including but not limited to the Soboba Tribe's consent to limit the number of participant parties to this Settlement Agreement.

C. The releases contained in Section 5.1.B shall take effect on the date on which the all of the amounts under Sections 4.5 and 4.7.B are appropriated.

(1) All periods of limitation and time-based equitable defenses applicable to the claims set forth in Section 5.1.B are tolled for the period between the date of enactment of the Act until the date on which all of the amounts under Sections 4.5 and 4.7.B are appropriated.

(2) This Section 5.1.C neither revives any claim nor tolls any period of limitation or time-based equitable defense that may have expired before the date of enactment of the Act.

(3) The making of the amounts of appropriations under Sections 4.5 and 4.7.B shall constitute a complete defense to any claim which involves the claims set forth in Section 5.1.B pending in any court of the United States on the date on which the appropriations are made.

D. The Soboba Tribe, on behalf of itself and its members, expressly preserves as against all Parties all rights and remedies relating to:

(1) The enforcement of this Settlement Agreement;

(2) The infringement of any water rights arising under Federal or State law which may be appurtenant to property, other than the Reservation, that is now owned or hereafter acquired by the Soboba Tribe, excepting claims identified in Section 5.1.A(4), which relate to

Tunnel seepage, and any challenge to approved portions of the WMP.

E. The Soboba Tribe agrees to defend, indemnify, and hold harmless EMWD, LHMWD, MWD, and the United States for any claim seeking damages or other form of relief based upon the rights released by the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts.

F. Notwithstanding the waivers and releases in Section 5.1.A, the United States retains all claims relating to violations of the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the regulations implementing these Acts, including, but not limited to claims related to water quality.

5.2 EMWD

A. EMWD shall release LHMWD, MWD, the Soboba Tribe, and the United States from:

(1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1, A and B, and all of their respective subparts; and

(2) All past and present claims arising from, or in any way related to, interference with EMWD's Surface and Groundwater rights under Federal or State law from time immemorial through the Effective Date, including, but not limited to, all rights originally belonging to EMWD's predecessors and/or otherwise acquired by EMWD prior to the Effective Date .

B. Notwithstanding the dispute between EMWD and MWD over the scope of EMWD's defense and indemnity obligations reflected in Section 8 of Resolution 3940 (the Terms of Annexation) or the language of Section 8, EMWD shall defend and indemnify MWD against all demands, claims, suits, or other administrative or legal proceedings arising from, or in anyway connected to, the infiltration of water into the Tunnel. This obligation shall apply irrespective of when the claim arose or the alleged infringement, harm, or injury occurred.

- C. EMWD expressly preserves all rights and remedies relating to:
- (1) As against all Parties, the enforcement of this Settlement Agreement;
 - (2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by EMWD; and
 - (3) As against MWD, the Terms of Annexation, except as expressly agreed to in Section 5.2.B.

5.3 LHMWD

A. LHMWD shall release EMWD, MWD, the Soboba Tribe, and the United States from:

- (1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and
- (2) All past and present claims arising from, or in any way related to, interference with LHMWD's Surface and Groundwater rights under Federal or State law from time immemorial through Effective Date.

B. LHMWD expressly preserves all rights and remedies relating to:

- (1) As against all Parties, the enforcement of this Settlement Agreement; and
- (2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by LHMWD.

5.4 MWD

A. MWD shall release EMWD, LHMWD, the Soboba Tribe, and the United States from:

- (1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and
- (2) All past and present claims arising from, or in any way related to, interference with MWD's Surface and Groundwater rights under Federal or State law from time immemorial

through the Effective Date .

B. MWD expressly preserves all rights and remedies relating to:

(1) As against all Parties, the enforcement of this Settlement Agreement;

(2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by MWD; and

(3) As against EMWD, the Terms of Annexation, except as expressly agreed to in Section 5.2.B.

5.5 All Parties Release of Unknown Claims.

A. Each Party acknowledges and agrees that certain of the releases reflected in Sections 5.1 through 5.5 apply to all claims whether known or unknown to the releasing Party.

B. Each Party certifies that it has read the following provisions of California Civil Code Section 1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

C. Each Party waives the application of California Civil Code Section 1542. In doing so, each Party acknowledges that it is consciously releasing claims that may exist as of the date of this release but which it does not know exist, and which, if known, would materially affect its decision to execute this Settlement Agreement, regardless of whether the Parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5.6 Consent to Jurisdiction. The United States consents to jurisdiction in the Action for the purpose of obtaining approval for a judgment and decree substantially the same as the judgment and decree attached to this Settlement Agreement as Exhibit H.

A. Nothing in this Agreement restricts, enlarges, or otherwise determines the subject matter jurisdiction of any Federal, State, or Tribal court.

B. Nothing in this Agreement confers jurisdiction on any State court to enforce Federal environmental laws regarding the duties of the United States or conduct judicial review

of Federal agency action.

ARTICLE 6- ADMINISTRATION AND OTHER CONSIDERATIONS

6.1 Disclaimer. Nothing in this Settlement Agreement shall be construed as establishing any standard to be used for the quantification of Federal reserved rights, aboriginal claims, or any other Indian claims to water or lands in any judicial or administrative forum or proceeding. Nothing in this Settlement Agreement shall be construed to quantify or otherwise affect the water rights, claims or entitlements to water of any California tribe, band or community other than the Soboba Tribe.

6.2 Evidentiary Effect of Negotiations. This Settlement Agreement has been arrived at in the process of good faith negotiation for the purpose of resolving legal disputes, including pending litigation, and all Parties agree that no conduct, statements, offers, or compromises made in the course thereof shall be construed as admissions against interest or be used in any legal forum or proceeding other than one for approval, confirmation, interpretation, or enforcement of this Settlement Agreement.

6.3 Authorship. The Parties agree that this Settlement Agreement reflects the joint drafting efforts of all Parties. In the event that any dispute, disagreement, or controversy arises regarding this Settlement Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

6.4 Authorization to Execute. Each Party represents and warrants that she or he is authorized to execute this Settlement Agreement on behalf of the respective Parties to this Settlement Agreement and does so freely and voluntarily.

6.5 Effect of Execution by the Districts. Execution of this Settlement Agreement by the Districts signifies that provisions of this Settlement Agreement affecting the Districts have been approved by their respective Boards of Directors, and these agencies assume the obligations of and are entitled to the benefits of this Settlement Agreement.

6.6 No Inducements. Each Party acknowledges and represents that in executing this Settlement Agreement it has not relied upon any inducements, promises, or representations made by the other Parties which are not reflected in this Settlement Agreement.

6.7 Advice of Counsel. Each Party warrants and represents that, in executing this Settlement Agreement, it has relied upon legal advice from counsel of its choice; that the terms of this Settlement Agreement have been read and its consequences have been completely explained to it by counsel; and that it fully understands the terms of this Settlement Agreement.

6.8 Contingent on Appropriation of Funds. The expenditure or advance of any money or the performance of any obligation by the United States under this Settlement Agreement is contingent upon appropriation of funds therefor. If funds are not appropriated, the United States shall accrue no liability.

6.9 Officials Not to Benefit. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Settlement Agreement or to any benefit that may arise from this Settlement Agreement. This restriction shall not be construed to extend to this Settlement Agreement if made with a corporation or company for its general benefit.

6.10 Counterparts. This Settlement Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all the Parties.

6.11 Jurisdiction. The Decree Court retains jurisdiction over the Judgment and Decree and the Settlement Agreement.

6.12 Governing Law. This Settlement Agreement shall be construed in accordance with Federal laws and where appropriate the laws of the State of California.

6.13 Successors and Assigns. This Settlement Agreement and the attached waivers and agreements shall, unless otherwise indicated, be binding on and inure to the benefit of the Parties, and their respective successors and assigns.

6.14 Integration. This Settlement Agreement incorporates all the exhibits and sets forth the entire agreement of the Parties with respect to the subject matter hereof, with the exception that EMWD and MWD have resolved certain rights and obligations by way of a Partial Settlement Agreement dated November 14, 2001 which shall remain binding on those two Parties only. This Settlement Agreement may be amended only by written agreement executed by the Parties.

ARTICLE 7- NOTICE AND SIGNATURES

7.1 Notices. Any notice or other communication given under this Settlement Agreement must be in writing and delivered by overnight courier service or certified mail, return receipt requested, postage prepaid and properly addressed to the Parties at the addresses listed below (or to any other or further addresses the Parties may subsequently designate by notice in this manner). All these notices and communication shall be effective when delivery to the required recipient is completed in accordance with this paragraph:

To the Soboba Tribe:	Chairperson Soboba Band of Luiseño Indians P.O. Box 487 San Jacinto, CA 92581
To the United States of America:	Asst. Secretary for Indian Affairs U.S. Department of the Interior 1849 C St. NW 4104 MIB Washington, DC 20240-0001
	Chief, U.S. Dept. of Justice Indian Resources Section P.O. Box 44378 L'Enfant Plaza Station Washington, DC 20026-4378
	cc: Regional Director Bureau of Indian Affairs Pacific Region 2800 Cottage Way Sacramento, CA 95825

To EMWD:

General Manager
Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300

To LHMWD:

General Manager
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544

To MWD:

Chief Executive Officer
Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

General Counsel
Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the day and year written below.

SOBOBA BAND OF LUISEÑO INDIANS

Date: March 12, 2008

By: Rosemary Morillo
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the day and year written below.

SOBOBA BAND OF LUISEÑO INDIANS

Date: _____

By: _____
Rosemary Morillo, Vice Chairwoman

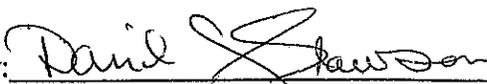
THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By:  _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the day and year written below.

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THE UNITED STATES OF AMERICA

Date: _____

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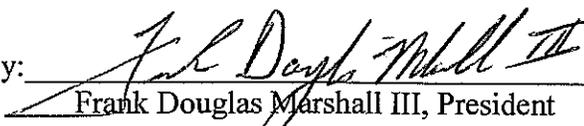
THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By:  _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the day and year written below.

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Date: _____

By: _____
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date 3/11/08

By: _____
Jeffrey Kightlinger, General Manager



Appendix I: Water Shortage Contingency Plan

Water Shortage Contingency Plan



Eastern Municipal Water District

June 2021

Table of Contents

Introduction.....	1
1.0 Water Supply Reliability Analysis.....	1
2.0 Annual Water Supply and Demand Assessment Procedures	2
2.1 Decision Making Process.....	2
2.2 Data and Methodologies	3
2.2.1 Evaluation Criteria	3
2.2.2 Water Supply.....	3
2.2.3 Unconstrained Customer Demand.....	3
2.2.4 Planned Water Use for Current Year Considering Dry Subsequent Year	3
2.2.5 Infrastructure Considerations	3
2.2.6 Other Factors	3
3.0 Six Standard Water Shortage Levels.....	3
3.1 Wholesale Shortage Levels	3
3.2 Retail Shortage Levels	7
4.0 Shortage Response Actions.....	11
4.1 Supply Augmentation	11
4.2 Demand Reduction Actions and Mandatory Use Restrictions	11
4.3 Operational Changes	14
4.4 Additional Mandatory Restrictions.....	14
4.5 Emergency Response Plan.....	15
4.6 Seismic Risk Assessment and Mitigation Plan	16
4.7 Shortage Response Action Effectiveness.....	16
5.0 Communication Protocols	17
6.0 Compliance and Enforcement.....	18
6.1 Wholesale.....	18
6.2 Retail	18
6.3 Penalties.....	18
6.4 Appeals and Exemption Process	19
7.0 Legal Authorities	19
8.0 Financial Consequences of WSCP	20
9.0 Monitoring and Reporting.....	21
10.0 WSCP Refinement Procedures.....	22
11.0 Special Water Feature Distinction.....	22
12.0 Plan Adoption, Submittal, and Availability.....	22
13.0 Attachment: EMWD Code Title 5, Article 10	23
14.0 Attachment. Resolution of Adoption for WSCP.....	32

Introduction

This document represents the Water Shortage Contingency Plan (WSCP) adopted by Eastern Municipal Water District (EMWD). The document follows the structure recommended in guidance documents prepared by the California Department of Water Resources (DWR). The numbering of Sections 1 through 12 corresponds with the numbered sections in the UWMP Guidebook.

Recognizing the need to preserve and protect public health and safety, EMWD's WSCP applies regulations and restrictions on the delivery and consumption of potable outdoor and indoor water use during water shortages. EMWD's WSCP, originally adopted by ordinance, is now Article 10 to Title 5 of EMWD's Administrative Code. A draft revision of Article 10 to reflect the changes incorporated in this document is attached to this WSCP.

The WSCP is based on the following priorities:

- Public safety, health and welfare
- Sustaining economic vitality
- Quality of life

Restrictions are structured to protect the safety, health and welfare of the public and minimize the impact a water shortage may have on the local economy and quality of life. This is done mainly through the use of EMWD's allocation-based tiered rate structure, focusing on those customers with wasteful behaviors first and then targeting other customers as a shortage becomes more severe.

This plan addresses actions that EMWD would take as a wholesale supplier and as a retail supplier. EMWD is a member agency of the Metropolitan Water District of Southern California (Metropolitan) and receives imported water supplies from Metropolitan. Wholesale customers are allocated water using the formula and methodology in Metropolitan's Water Supply Allocation Plan (WSAP).

For retail customers, over ninety percent of EMWD's customers are either single-family residential, multi-family residential or landscape customers. These customers are subject to allocation-based tiered rates. There are four tiers in EMWD's rate structure; the first two tiers apply to indoor and outdoor use respectively, the third tier is applied to water use up to 50 percent above the Tier 1 and 2 budgets, and Tier 4 is applied to any water use in excess of Tier 3. In times of water shortage, the thresholds for Tiers 2 and 3 are reduced as shortage levels increase. Under the most extreme shortage conditions, no outdoor water use is allowed, and indoor water use may be restricted up to 50 percent.

Commercial, Industrial, and Institutional (CII) and agricultural customers must also reduce demand during periods of shortage. These customers face event-driven penalties and could face fines if found violating water use restrictions.

EMWD has prepared this plan and is adopting it alongside its 2020 Urban Water Management Plan (UWMP). The WSCP is a separate document from the UWMP. EMWD will continue to monitor the effectiveness of this WSCP, and if the need arises to modify this plan, EMWD will follow the update procedures described in Section 12.

1.0 Water Supply Reliability Analysis

This section provides a summary of the supply reliability analysis presented in the UWMP and highlights key issues that could create a shortage condition.

EMWD's supplies are highly reliable and have proven to be resilient even under drought conditions. Therefore, under a typical dry year scenario, EMWD would expect little to no impact to the availability of its local supplies. However, EMWD may increase deliveries from Metropolitan to account for any increases in demand resulting from the hydrologic conditions. After several dry years, Metropolitan could face reduced supply capabilities during the next five years. If a shortage occurs, Metropolitan may implement its water supply allocation plan for member agencies in order to preserve storage reserves. The WSAP charges significantly higher rates for water deliveries over the allocated amount for each member agency but does not physically limit the volume of deliveries that a member agency may take.

The full reliability analysis is presented in Chapter 7 of EMWD's UWMP. Although that analysis demonstrates that the region's urban water supply is reliable, there are potential issues that could create a shortage condition. These include:

- An extended drought more severe than historic events, possibly impacted by climate change
- A natural disaster or a malevolent act that disrupts delivery of imported water from the Colorado River or the SWP
- An extended and wide-spread power outage
- Reductions in imported water supply due to environmental restrictions related to endangered species or habitat protection
- Identification of a currently unregulated contaminant that affects the region's groundwater supply
- Regulatory mandates to reduce water use

Water shortage contingency planning provides a way to plan for these risks and anticipate actions that should be implemented to manage the impacts. This plan describes how EMWD intends to respond to such shortage events.

2.0 Annual Water Supply and Demand Assessment Procedures

EMWD will be required to prepare an Annual Water Supply and Demand Assessment, referred to by DWR as the Annual Assessment, and submit it to DWR each year, beginning July 1, 2022. The Annual Assessment is intended to meet requirements of Water Code Section 10632.1 and present an assessment of the likelihood of a water shortage occurring during the next 12 months. This section of the WSCP outlines the procedures that EMWD will use to prepare the Annual Assessment. The procedures defined in this section will allow EMWD to follow a consistent annual procedure for making the determination of whether to activate the WSCP.

The procedures for declaring a shortage are identified in Section 5.1004 of EMWD's administrative code, which states that,

EMWD's General Manager shall request the Board of Directors to authorize and implement the provisions of the Plan. The request shall be made at a regular or special meeting of the Board of Directors, to implement provisions of the Plan. The Board of Directors has the authority to initiate or terminate the water shortage contingency measures described in this Plan.

2.1 Decision Making Process

EMWD will use the following procedures in preparing the Annual Assessment.

1. In February and March of each year, EMWD staff will review available data related to anticipated supplies and demands. EMWD staff will coordinate with Metropolitan and with EMWD's wholesale customers on the regional outlook for water supply reliability.
2. In May of each year, EMWD staff will present a recommendation to the EMWD Board of Directors for approval. The board will approve the determination of supply reliability and will take actions to implement shortage response actions, if needed. The assessment and recommendations for implementation of shortage response actions will be posted publicly in EMWD's board agenda for the meeting.
3. In June of each year, EMWD will prepare the Annual Assessment with required information and submit it to DWR.

The timeline may be modified to reflect updated information available from Metropolitan. Metropolitan will be preparing its own Annual Assessment each year. The draft WSCP published by Metropolitan describes a process of preparing the Annual Assessment for approval by the Metropolitan Board of Directors in June of each year. EMWD staff would seek to make EMWD's Annual Assessment reflective of the information provided by Metropolitan.

2.2 Data and Methodologies

This section describes the data and methodologies that will be used by EMWD to evaluate water system reliability for the coming year, while considering that the year to follow could be dry.

2.2.1 Evaluation Criteria

EMWD will rely on locally applicable criteria for each Annual Assessment. These criteria will include the annual reports prepared to describe conditions in the groundwater basin and annual updates provided by Metropolitan on its supply reliability.

2.2.2 Water Supply

EMWD's anticipated supplies will be quantified for the near-term future, and descriptive text will be used to note any anticipated reductions in supply.

2.2.3 Unconstrained Customer Demand

EMWD will prepare an estimate of unconstrained demand (as the term is used in Water Code Section 10632(a)(2)(B)(i)). The estimated demand will be calculated using the demand projection approach described in the UWMP, in combination with updated data for connections, climate, changes in land use, and recent water usage history.

2.2.4 Planned Water Use for Current Year Considering Dry Subsequent Year

EMWD will describe the anticipated use of water supplies for the coming year, with the anticipation that the following year will be dry. The supplies will be characterized in a manner consistent with the UWMP, in combination with updated data for climate and recent observations.

2.2.5 Infrastructure Considerations

EMWD will describe any potential infrastructure constraints on the ability to deliver adequate supplies to meet expected customer demands in the coming year. EMWD will show that its system of wells, desalters, filtration plants, pipelines, pump stations, and storage tanks have adequate capacity to deliver the anticipated demands. EMWD will describe any anticipated capital projects that are intended to address constraints in production, treatment, or distribution.

2.2.6 Other Factors

EMWD will describe any specific locally applicable factors that could influence or disrupt supplies. EMWD will also describe unique local considerations that are considered as part of the annual assessment.

3.0 Six Standard Water Shortage Levels

Since the preparation of the 2015 UWMP, the California Water Code (CWC) has been amended to define six standard shortage levels. The six standard water shortage levels correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50- percent, and greater than 50-percent shortage compared to the normal reliability condition). If an agency elects to retain an existing set of shortage levels from its previous WSCP, then the document must provide a crosswalk to relate the existing stages to the six standard stages. This crosswalk is shown in Table 3.

EMWD's plan addresses these stages in actions it will take as a wholesale supplier and as a retail supplier.

3.1 Wholesale Shortage Levels

During mandatory water shortage stages, wholesale customers will be required to reduce their retail water demands such that they are equivalent to EMWD's retail water demand reductions. If Metropolitan

imposes limited supply allocations on EMWD and other member agencies, supply to EMWD's wholesale customers will be allocated using the formula and methodology based on Metropolitan's WSAP. EMWD will establish base period demands and then adjust them for growth and changes in local supply.

At each stage, wholesale customers will not experience shortages on the wholesale level that are greater than one-and-a-half times the percentage shortage of regional water supplies. The wholesale customers will also not face a retail shortage less than the regional shortage. Credits will be given for conservation and investment in local supplies. Penalty rates apply for use over allocations.

As a wholesale supplier, EMWD will maintain consistency with Metropolitan's plan where possible. The stages in Metropolitan's 2020 WSCP are shown in Table 1.

The stages for EMWD's wholesale plan are shown in Table 2.

Table 1. Metropolitan Shortage Stages and Response Actions

Shortage Stage	Shortage Percentage	Shortage Response	Effectiveness
1	Up to 10%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation
2	10% to 20%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation
3	20% to 30%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation
4	30% to 40%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation
5	40% to 50%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation
6	More than 50%	Take from Storage Execute Flexible Supplies Implement Demand Reduction Implement Water Supply Allocation Plan	<ul style="list-style-type: none"> • 0 to 100% met by Storage • 0 to 100% met by Flexible Supplies • 0 to 20% of total retail water use met by voluntary Demand Reduction • 0 to 50% of total base demand met by WSAP supply allocation

Table 2. Wholesale Water Shortage Contingency Plan Levels (DWR Table 8-1)

Shortage Level	Percent Shortage Range	Water Shortage Condition
1	Up to 10%	Supply watch. Customers will be asked to reduce up to 10% of demand voluntarily.
2	Up to 25%	Supply alert. Customers will be asked to reduce 25% of demand voluntarily.
3	Up to 25%	Mandatory Waste Reduction. At this stage efforts will be focused on a mandatory reduction of excessive water use.
4	Up to 50%	Mandatory Outdoor Reduction. At this stage efforts will be focused on mandatory reduction of outdoor water use.
5	>50%	Severe shortage or catastrophic incident Mandatory Indoor Reduction. At this stage efforts will be focused on mandatory reduction of indoor water use. This stage would only be implemented in response to a catastrophic loss of supplies requiring a 50 percent or more reduction in demand.
NOTES: EMWD has built flexibility into its WSCP. Stages are not directly tied to water supply conditions. The WSCP can be implemented as needed to meet a reduction in demand or to respond to other conditions.		

EMWD’s previous WSCP was updated in 2019 and included five stages. EMWD has elected to retain its five shortage stages and provide a crosswalk to relate the existing stages to the six standard shortage levels. Because the existing Levels 3, 4, and 5 include sub-stages, EMWD will be able to better align its shortage levels and response actions with the six standard levels. This crosswalk is shown in Table 3.

Table 3. Crosswalk from EMWD Stages to Six Standard Levels

EMWD Shortage Stage	Supply Condition/Shortage	Percent Shortage Range		DWR Standard Level	Shortage Level
1	Supply Watch	Up to 10%		1	<= 10%
2	Supply Alert	Up to 25%		2	10 – 20%
3	Mandatory Waste Reduction	Up to 25%		3	20 – 30%
4	Mandatory Outdoor Reduction	Up to 50%		4	30 – 40%
				5	40 – 50%
5	Severe Shortage or Catastrophic Incident	> 50%		6	> 50%

3.2 Retail Shortage Levels

The WSCP limits water demand during times of shortage in five stages. These stages can be triggered when there is water deficiency caused by limitations on supply or by limitations on EMWD’s delivery system. The plan shall be implemented in case of a long or short-term water deficiency, or in case of an emergency water shortage.

EMWD will implement an appropriate stage based on current water conditions such as:

- EMWD water supply conditions and storage levels
- Statewide water supply conditions
- Local water supply and demand conditions
- Metropolitan WSAP implementation or other actions requiring a reduction in water demand
- Actions of surrounding agencies

Higher stages will be implemented as shortages continue and/or if customer response does not bring about desired water savings.

When implementation of the WSCP is triggered by anticipated limitations in supply or delivery, EMWD’s General Manager shall request the Board of Directors to authorize and implement the provisions of the WSCP. The request shall be made at a regular or special meeting of the Board of Directors, to implement provisions of the WSCP.

The Board of Directors has the authority to initiate or terminate the water shortage contingency measures described in the WSCP. When a water shortage emergency occurs, the WSCP authorizes the General Manager to declare the extent of a potable water shortage emergency and to implement the appropriate water shortage contingency measures.

EMWD’s retail shortage levels are identified in Table 4. The first two stages of the WSCP are voluntary, while the successive stages are mandatory and include sub-stages to reflect changes to the tiered rate structure.

Table 4. Retail Water Shortage Contingency Plan Levels (DWR Table 8-1)

Shortage Level	Percent Shortage Range	Water Shortage Condition
1	Up to 10%	Supply watch. Customers will be asked to reduce up to 10% of demand voluntarily.
2	Up to 25%	Supply alert. Customers will be asked to reduce 25% of demand voluntarily.
3	Up to 25%	Mandatory Waste Reduction. At this stage efforts will be focused on a mandatory reduction of excessive water use.
4	Up to 50%	Mandatory Outdoor Reduction. At this stage efforts will be focused on mandatory reduction of outdoor water use.
5	>50%	Severe shortage or catastrophic incident Mandatory Indoor Reduction. At this stage efforts will be focused on mandatory reduction of indoor water use. This stage would only be implemented in response to a catastrophic loss of supplies requiring a 50 percent or more reduction in demand.
NOTES: EMWD has built flexibility into its WSCP. Stages are not directly tied to water supply conditions. The WSCP can be implemented as needed to meet a reduction in demand or to respond to other conditions. Levels 3 through 5 include three sub-stages each.		

Each level in Table 4 represents an anticipated reduction in the supplies that would normally be available to the agency. These supply reductions could be the result of a variety of potential causes including natural forces, system component failure or interruption, regulatory actions, contamination, or any combination thereof.

The stages involve voluntary and mandatory conservation measures and restrictions, depending on the causes, severity, and anticipated duration of the water supply shortage. The locally appropriate shortage response actions that would be taken at each level to address the resulting gap between supplies and demands are described in the following section.

EMWD’s process for initiating or terminating stages is outlined in Section 5.1007 of EMWD’s Administrative Code, which notes that,

The General Manager will recommend the appropriate stage of response to a water shortage based on the best information available at the time. Conditions that will be considered include:

- EMWD water supply conditions and storage levels
- Statewide water supply conditions
- Local water supply and demand conditions
- Metropolitan Water Supply Allocation Plan implementation or other actions requiring a reduction in water demand
- Actions by surrounding agencies

As water supply conditions either deteriorate or improve, the General Manager will return to the Board to revise the appropriate stage of response. It shall not be necessary to implement any stage prior to another; the stages may be implemented in any reasonable order.

In the event the State or local agencies, through executive action, emergency legislation or other actions, impose conditions, requirements, or procedures that are not included in the EMWD water shortage Contingency Plan, the General Manager is authorized to implement such measures as are reasonably required to bring EMWD’s actions in each stage into functional conformity with such conditions, requirements, or procedures.

The actions in each stage are identified in Section 5.1009 of EMWD's administrative code and are summarized in Table 5. Table 5 is not a required element of the WSCP but is presented as a consolidated summary of the actions identified in the EMWD administrative code.

Table 5. Summary of Stages and Actions

Stage	1. Supply Watch	2. Supply Alert	3. Mandatory Waste Reduction	4. Mandatory Outdoor Reduction	5. Mandatory Indoor Reduction
Description	At this stage, efforts will be focused on encouraging voluntary reduction of up to 10 percent. Customers can reduce demand by following the water use efficiency requirements of Section 5, Article 6 - Water Conservation of the Administrative Code. Other actions may be encouraged as appropriate.	At this stage efforts will be focused on a voluntary reduction of up to 25 percent. Customers can reduce demand by following the water use efficiency requirements of Section 5, Article 6 - Water Conservation of the Administrative Code.	At this stage, efforts will be focused on a mandatory reduction of excessive water use. Customers can reduce demand by following the conserving actions detailed in Stages 1 and 2.	At this stage efforts will be focused on a mandatory reduction of outdoor water use. Customers can reduce demand by following the conserving actions required in Stages 1 through 3 and limiting watering or irrigating of lawn, landscape or other vegetated areas with sprinklers to the following schedule: a) June through August – A maximum of two days a week; and b) September through May – A maximum of one day a week.	At this stage efforts will be focused on a mandatory reduction of indoor water use. This stage would only be implemented in response to a catastrophic loss of supplies requiring a 50 percent or more reduction in demand.
Actions		Voluntary customer actions could include the following: a) Reduce watering or irrigating of lawn, landscape or other vegetated areas with sprinklers by one day a week; b) All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system repaired within 48 hours; c) Refrain from filling or re-filling of ornamental lakes or ponds; and d) Refrain from using potable water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not.	For tiered customers: a) Stage 3a: No variances or adjustments will be allowed for filling swimming pools, establishing landscape or leaks that are not repaired within 48 hours; b) Stage 3b: Excessive tier budgets (Tier 3 Budgets for residential customers, Tier 2 Budgets for non-residential) will be decreased by up to 50 percent; and c) Stage 3c: Excessive tier budgets (Tier 3 Budgets for residential customers, Tier 2 Budgets for non-residential) will be decreased by up to 100 percent. Observation of any water waste in opposition to restrictions listed in Section 5, Article 6 - Water Conservation of the Administrative Code or under this or any previous stage of the Plan are subject to the following penalties: a) For multi-family, commercial, institutional, industrial, agricultural, and landscape accounts: (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer; (2) For a second violation a surcharge in the amount of \$100.00 shall be added to the Customer's water bill; (3) For a third violation a surcharge in the amount of \$200.00 shall be added to the Customer's water bill; and (4) For a fourth and any subsequent violation a surcharge of \$300.00 shall be added to the Customer's water bill. b) For single-family residential accounts: (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer; (2) For a second violation a surcharge in the amount of \$25.00 shall be added to the Customer's water bill; (3) For a third violation a surcharge in the amount of \$50.00 shall be added to the Customer's water bill; and (4) For a fourth and any subsequent violation a surcharge of \$100.00 shall be added to the Customer's water bill.	For tiered customers: a) Stage 4a: Outdoor water budgets will be decreased by 10 percent; b) Stage 4b: Outdoor water budgets will be decreased by up to 50 percent; and c) Stage 4c: Outdoor water budgets will be decreased by up to 100 percent and the irrigation of non-functional turf by multi-family residential, commercial, industrial, and institutional customers is prohibited. Observation of any water waste in opposition to restrictions listed in Section 5, Article 6 - Water Conservation of the Administrative Code or under this or any previous stage of the Plan, or the irrigation of non-functional turf by multi-family residential, commercial, industrial, and institutional customers when the District is in Stage 4c or higher are subject to the following penalties: a) For multi-family, commercial, institutional, industrial, agricultural, and landscape accounts: (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer; (2) For a second violation a surcharge in the amount of \$200.00 shall be added to the Customer's water bill; (3) For a third violation a surcharge in the amount of \$400.00 shall be added to the Customer's water bill; and (4) For a fourth and any subsequent violation a surcharge of \$600.00 shall be added to the Customer's water bill. b) For single-family residential accounts: (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer; (2) For a second violation a surcharge in the amount of \$50.00 shall be added to the Customer's water bill; (3) For a third violation a surcharge in the amount of \$100.00 shall be added to the Customer's water bill; and (4) For a fourth and any subsequent violation a surcharge of \$200.00 shall be added to the Customer's water bill.	For tiered customers: a) Stage 5a: Indoor water budgets will be decreased by 10 percent; b) Stage 5b: Indoor water budgets will be decreased by up to 30 percent; and c) Stage 5c: Indoor water budgets will be decreased by up to 50 percent. Commercial, Industrial, Institutional, Agricultural customers and any other customer without a water budget will be given a water budget based on historical water use. Allocations will be decreased in stages and the current Tier 4 rate will be applied to any use above the decreased allocation. a) Stage 5a: Budgets will be decreased by 10 percent; b) Stage 5b: Budgets will be decreased by up to 30 percent; and c) Stage 5c: Budgets will be decreased by up to 50 percent. Restrictions and penalties implemented in earlier stages shall also remain in effect.
Enforcement	Demand reduction will be encouraged through the ongoing enforcement listed in Section 5, Article 6 - Water Conservation of the Administrative Code including EMWD's water budget based tiered rate and penalties for run off.	Demand reduction will be encouraged through the ongoing enforcement listed in Section 5, Article 6 - Water Conservation of the Administrative Code including EMWD's water budget based tiered rate and penalties for run off.	Demand reduction will be enforced through changes to EMWD's water budget-based tiered rate structure and observation-based penalties:	Demand reduction will be enforced through changes to EMWD's water budget based tiered rate structure and observation-based penalties:	Demand reduction will be enforced through changes to EMWD's water budget based tiered rate structure and penalties for run off as detailed in Section 5, Article 6 - Water Conservation of the Administrative Code.

4.0 Shortage Response Actions

This section describes the shortage response actions that would be taken by EMWD at each shortage level. These actions have been grouped into categories including:

- Supply Augmentation Actions
- Demand Reduction Actions and Mandatory Use Restrictions
- Operational Changes

4.1 Supply Augmentation

For long-range planning, EMWD continues to evaluate opportunities for transfers, exchanges, and other purchases of imported water to increase supply reliability. These programs are described in the supply sections of the UWMP.

Metropolitan’s WSCP identifies actions it has taken to be in a position to augment supplies during dry periods. These actions are summarized in Metropolitan’s WSCP.

EMWD has not identified specific supply augmentation actions that would be taken to address a short-term water shortage. The standard categories of supply augmentation actions are shown in Table 6.

Table 6. Supply Augmentation Actions (DWR Table 8-3)

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is this going to reduce the shortage gap?	Additional Explanation or Reference
	Transfers		
	Exchanges		
	Other purchases		
	New recycled water		
	Rain seeding		
	Stored emergency supply		
	Other actions (describe)		
NOTES:			

4.2 Demand Reduction Actions and Mandatory Use Restrictions

The demand reduction actions that will be implemented at each shortage level are shown in Table 7. The format of Table 7 is based on the standard submittal table defined by DWR. The column titled, “Penalty, Charge, or Enforcement” is a Yes/No field to characterize whether there is a penalty, charge, or enforcement action associated with implementing the demand reduction action. This field is a required field in the standard submittal table defined by DWR.

EMWD utilizes consumption reduction methods to reduce demands for potable water within its service area. EMWD’s methods include supplementing its water conservation program during WSCP implementation and implementing its allocation-based tiered rate billing structure by progressively reducing allocations for tiers as higher stages of the WSCP are implemented. Consumption reduction methods that can be used in EMWD’s service area are summarized in Table 7.

Table 7. Demand Reduction Actions (DWR Table 8-2)

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1-5	Expand Public Information Campaign	N/A	EMWD will continue to implement its conservation program and may supplement programs during WSCP implementation.	No
1	Other - Prohibit use of potable water for washing hard surfaces	N/A	Except for health or sanitary reasons	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	N/A	Repair leaks within 48 hours of occurrence	Yes
1	Landscape - Limit landscape irrigation to specific times	N/A	Only between 9:00 p.m. and 6:00 a.m. except when: -manually watering -establishing new landscape -temperatures are predicted to fall below freezing -it's for very short periods of time to adjust or repair an irrigation system	Yes
1	Landscape - Prohibit certain types of landscape irrigation	N/A	Unattended irrigation systems using potable water are prohibited unless they are limited to no more than fifteen (15) minutes watering per day, per station. This limitation can be extended for: -Very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour -Weather based controllers or stream rotor sprinklers that meet a 70% efficiency	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	N/A	Avoid over watering or watering of hardscape and the resulting runoff	Yes
1	Other water feature or swimming pool restriction	N/A	Decorative fountains must be equipped with a recycling system	Yes
1	Other	N/A	Allowing water to run while washing vehicles is prohibited	Yes
1	Other	N/A	Install new landscaping with low-water demand trees and plants. New turf shall only be installed for functional purposes	Yes
1	Landscape - Other landscape restriction or prohibition	N/A	Watering during rain, or within 48 hours after measurable rain, is prohibited	Yes
2	Landscape - Other landscape restriction or prohibition	Medium	Reduce watering or irrigating of lawn, landscape or other vegetated areas with sprinklers by one day a week	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Medium	All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system repaired within 72 hours	Yes
2	Other water feature or swimming pool restriction	Low	Refrain from filling or re-filling of ornamental lakes or ponds	Yes

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
2	Other	Medium	Refrain from using potable water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not	Yes
3	Implement or Modify Drought Rate Structure or Surcharge	High	Stage 3 progressively reduces the tier 3 allocation. Any water used over the allocations for tiers 1-3 is charged at the tier 4 rate ² .	Yes
3a	Other	Medium	No variances or adjustments will be allowed for filling swimming pools, establishing new landscapes or leaks that are not repaired within 48 hours	Yes
3b	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 3 (Excessive Use) water budget decreased by 50%	Yes
3c	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 3 (Excessive Use) water budget decreased by 100%	Yes
4	Implement or Modify Drought Rate Structure or Surcharge	High	Stage four eliminates the tier 3 allocation and progressively reduces the tier 2 allocation. Any water used over the allocations for tiers 1-2 is charged at the tier 4 rate ² .	Yes
4	Landscape - Other landscape restriction or prohibition	Medium	Watering or irrigating of lawn, landscape, or other vegetated areas with sprinklers should be limited to the following schedule: -June – August: A maximum of two days a week -September – May: A maximum of one day a week	Yes
4a	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 2 (Outdoor Use) water budget decreased by 10%	Yes
4b	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 2 (Outdoor Use) water budget decreased by up to 50%	Yes
4c	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 2 (Outdoor Use) water budget decreased by up to 100%	Yes
5	Implement or Modify Drought Rate Structure or Surcharge r	High	Stage 5 eliminates the tier 3 and 4 allocations and progressively reduces the tier 1 allocation. Any water used over the allocations for tiers 1 is charged at the tier 4 rate ² .	Yes
5a	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 1 (Indoor Use) water budget decreased by 10%	Yes
5b	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 1 (Indoor Use) water budget decreased by 30%	Yes

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
5c	Implement or Modify Drought Rate Structure or Surcharge	High	Tier 1 (Indoor Use) water budget decreased by 50%	Yes
5	Implement or Modify Drought Rate Structure or Surcharge	High	CII, Agricultural, and any other customer without a water budget will be given a water budget based on historical water use, and allocations will be reduced according to the percentages listed for stages 5a-5c (up to 50 percent)	Yes
<p>Notes: EMWD has four tiers in its allocation-based tiered rate structure for residential customers. Some non-residential customers are also on an allocation-based rate structure, but these customers have only three tiers. Tier 4 usage for residential customers and Tier 3 usage for non-residential customers are classified as wasteful usage, which is defined as water use exceeding 150% of a customer’s water budget. The current wasteful rate varies across the service area but ranges from \$11.62 to \$12.75 per hundred cubic feet as of 1/1/2021</p>				

4.3 Operational Changes

EMWD has identified operational changes that could be made to help address a short-term gap between demands and available supplies. These include:

- Improved monitoring and analysis of customer water usage
- Reductions in flushing of hydrants and dead-end lines
- Expediting planned system improvement projects that include reduction in water loss (e.g., replacement of water mains that are experiencing higher rates of leaks and breaks)

4.4 Additional Mandatory Restrictions

EMWD has identified a series of restrictions that will be implemented at different shortage levels. These prohibitions are included in the demand reduction actions in Table 7.

The WSCP prohibitions and reduction methods are organized by customer groups with different limitations on each group. Stages 1 and 2 start with voluntary measures. As the water deficiency increases, measures become mandatory and are intended to lead to the needed reduction in water demand.

The WSCP targets a reduction in demand in specific tiers for single-family residential, multi-family residential and landscape customers. Table 8 summarizes the required reduction in each tier by stage.

Table 8. Tiered-Rate Water Reduction Requirements

Stage	Tier 1 Indoor Use	Tier 2 Outdoor Use	Tier 3 Excessive Use	Tier 4 Wasteful Use
1	Voluntary Reduction up to 10%			
2	Voluntary Reduction up to 25%			
3a	No variances or adjustments will be allowed for filling swimming pools, establishing new landscapes or leaks that are not repaired within 48 hours.			
3b			50% reduction	
3c			100% reduction	
4a		10% reduction	100% reduction	
4b		up to 50% reduction	100% reduction	
4c		up to 100% reduction	100% reduction	
5a	10% reduction	100% reduction	100% reduction	
5b	30% reduction	100% reduction	100% reduction	
5c	50% reduction	100% reduction	100% reduction	

In Stage 5, CII customers, agricultural customers and any other customer without a water budget will be assigned a water budget based on historical water use. Allocations will be decreased according to the percentages listed for Stages 5a-5c, and the current Tier 4 rate will be applied to any use above the decreased allocation value.

In order to reduce EMWD's retail demand in the case of deficiency in water supply, EMWD developed water use efficiency requirements that are to be followed at all times. Additional prohibitions on end uses are implemented at higher stages of water shortage in addition to the on-going water use efficiency requirements. As part of EMWD's WSCP, voluntary and mandatory water use reductions are expected through the on-going enforcement of the water use efficiency requirements, EMWD's water allocation-based tiered rates, and penalties for run off. The previous sections summarize the water use efficiency requirements and additional prohibitions for each stage of EMWD's WSCP. Under the most extreme deficiencies, these prohibitions would reduce demand by more than 50 percent.

4.5 Emergency Response Plan

The Water Code requires that an agency's WSCP address catastrophic water shortages and plans to address them. This information can be addressed in the agency's Emergency Response Plan (ERP). Each agency's ERP can contain sensitive information related to potential vulnerabilities or impacts of natural disasters or malevolent acts. Therefore, these documents are not typically made publicly available.

EMWD is a member of the California Water/Wastewater Agency Response Network (CalWARN), which supports and promotes emergency preparedness. More information about CalWARN is available at their web site at www.calwarn.org.

EMWD's process for declaring an emergency water shortage is outlined in Section 5.1004(b) of the EMWD Administrative Code, which notes that

By adopting this Plan, the Board of Directors authorizes the General Manager to declare the extent of a potable water shortage emergency and to implement the appropriate water shortage contingency measures. The General Manager shall report such water shortage conditions and the level of response to the Board of Directors in a timely manner.

The declaration of the Board of Directors shall be made by public announcement and shall be published in a newspaper of general circulation. The declaration shall become effective immediately upon such publication.

To protect EMWD customers in the case of an emergency, EMWD has developed the Water Shortage Emergency Operations Plan (WSEOP). This plan determines the operation response to many types of emergencies. It specifies chain of command and provides the authority to respond. Elements of that response can include interdepartmental staff notification and mobilization; activation of alternative water supply sources (i.e., interagency connections), use of temporary pumping facilities; use of power generators; public notification; and activation of conservation measures. An emergency is defined as any time period when Metropolitan or EMWD facilities are incapable of supplying potable water. An emergency could be caused by a natural disaster such as an earthquake or through facility failures. The WSEOP describes the coordination required between operational staff, management, community involvement staff and other EMWD employees. In addition, communication and cooperation will be required with the community and other agencies such as the Division of Drinking Water and Metropolitan. In the event that one or more water supply sources are unavailable, remaining sources of supply will be maximized to meet demand. If needed, the WSCP could be implemented to conserve water and reduce demand. If an electrical or gas power outages occur, some of EMWD's booster facilities have backup generators. Facilities without redundant power sources may be served on a priority basis by portable generators.

EMWD's service area (retail and wholesale) is dependent on Metropolitan for approximately half of its supply. Metropolitan has prepared for emergencies using a combination of storage, facility design and redundant power sources. Emergency storage requirements are based on the potential for a major earthquake that renders major water transportation facilities out of service for six months. Assuming 100 percent of its supplies are unavailable for six months, Metropolitan has enough water storage to sustain 75 percent of normal year firm deliveries. In the event of a major power outage, water supply can be delivered by gravitational feed from recreational reservoirs, including Diamond Valley Lake Reservoir. For treatment plants, Metropolitan has backup power generators in place in case of electrical outages. Additional information about addressing catastrophic supply interruption can be found in Metropolitan's 2020 UWMP.

4.6 Seismic Risk Assessment and Mitigation Plan

Water Code Section 10632.5 requires agencies to assess seismic risk to water supplies as part of their WSCP. The code also requires a mitigation plan for managing seismic risks.

In lieu of conducting their own seismic risk assessment, which can be a lengthy process, suppliers can comply with the Water Code requirement by submitting the relevant local hazard mitigation plan or multi-hazard mitigation plan.

EMWD participated in the development of the Riverside County Local Hazard Mitigation Plan, which was updated in 2018. The Riverside County LHMP is available on the Riverside County web site at <https://rivcoemd.org/LHMP>.

The Riverside County LHMP includes an assessment of the region's vulnerability to a broad range of hazards, including earthquakes. It also describes mitigation strategies and actions to reduce the impacts of a seismic event. The other participating agencies continue to include seismic risk assessment in their planning process for system improvements.

EMWD has also prepared a 2017 Hazard Mitigation Plan to describe a risk assessment and mitigation plan for seismic events in its service area.

4.7 Shortage Response Action Effectiveness

EMWD has estimated the effectiveness of shortage response actions in terms of relative impact on reducing the gap between expected supplies and demands. These estimates were developed using industry resources and observations from recent operating history at the agency. These estimates have been included in Table 7.

5.0 Communication Protocols

Timely and effective communication is a key element of WSCP implementation. EMWD will need to inform customers, the general public, and other government entities of WSCP actions taken during a water shortage (either one derived from the Annual Assessment, an emergency, or catastrophic event).

EMWD works closely with Metropolitan and neighboring water agencies in implementing communication strategies during water shortages.

The communication protocols to be used by EMWD at each shortage level are summarized in Table 9.

Table 9. Communication Protocols

Water Shortage Level	Typical Response Actions	Communications Protocols and Processes
1	Limit landscape irrigation to specific times	Postings on web site
2	Reduce watering or irrigating of lawn, landscape, or other vegetated areas with sprinklers by one day a week	Outreach through social media
3	Implement or Modify Drought Rate Structure or Surcharge	Bill inserts, bill messages, letters to customers, cable TV slides, emails to customers.
4	Watering or irrigating of lawn, landscape, or other vegetated areas with sprinklers should be limited to the following schedule: -June – August: A maximum of two days a week -September – May: A maximum of one day a week	Door hangers, regional campaign utilizing billboard advertisements, ad placements
5	Implement or Modify Drought Rate Structure or Surcharge	Direct contacts with customers
Notes: Communications protocols and processes are cumulative in nature.		

Section 5.1002 of the EMWD Administrative Code notes that,

EMWD will periodically provide the public with information about the Plan, including conditions under which each stage of the Plan is to be initiated or terminated and the conservation response measures to be implemented in each stage. This information will be provided by means of public events, website, press releases, bill inserts, etc.

Section 5.1008 of the EMWD Administrative Code notes that,

When EMWD determines that a potable water shortage condition exists, any or all of the following notification procedures may be implemented:

- (a) Notify the general public stakeholders, elected officials and other key decision-makers regarding the situation, actions to be taken, goals customers are intended to achieve, and how these actions will be implemented.
- (b) The public at large will be informed of the situation and actions EMWD will be taking. Communications will occur through any of the following: billing inserts, special mailings, telephone contact, e-mail, social media, roadway signage, water conservation booths, and other booths in the community, speaker's bureau, community association meetings, newsletters, and education programs, etc. Literature appropriate to the drought circumstance will be provided

regarding the potable water shortage condition, conservation methods, and water-savings devices.

(c) Use of all forms of media will be employed. This would include public service announcements on radio and cable television, social media as well as earned media and advertisements in local newspapers.

(d) EMWD's web site, www.emwd.org, will be the central location for messaging and customer communications.

6.0 Compliance and Enforcement

This section describes how EMWD will ensure compliance with and enforce provisions of the WSCP.

6.1 Wholesale

Section 5.1011 of the EMWD Administrative Code notes that,

During mandatory water shortage stages, wholesale customers will be required to reduce their retail water demand equivalent to EMWD's retail water demand reduction. If Metropolitan has limited supply allocations to EMWD and other member agencies; supply to wholesale customers may be allocated using a formula and methodology based on the Metropolitan Water Supply Allocation Plan.

Potential penalties for not reducing demand could be up to 4 times the Metropolitan Tier 2 rate.

6.2 Retail

For Stages 1 and 2 of the WSCP, demand reduction is voluntary; but it will be encouraged through the on-going enforcement of EMWD's water budget based tiered rates and penalties for runoff. Stage 3 of the WSCP is focused on a mandatory reduction of excessive water use through following the conserving actions detailed in Stages 1 and 2. Beginning with Stage 3, event-driven penalties can be imposed for violating any of the restrictions in the WSCP.

Demand reductions will be enforced through changes to EMWD's water budget based tiered rate structure and observation-based penalties. Violations of the water runoff requirement are cumulative over a 12-month period. Table 10 lists penalties for event driven restrictions.

6.3 Penalties

The penalties for non-compliance imposed by EMWD are summarized in Table 10.

Table 10. Event-Driven Penalties and Charges

Stage	Customer Category	First Violation	Second Violation	Third Violation	Fourth and Subsequent Violations
3	Single-Family	Written Notice	\$25 Fine	\$50 Fine	\$100 Fine
	Multi-Family, CII, Agricultural, and Landscape	Written Notice	\$100 Fine	\$200 Fine	\$300 Fine
4-5	Single-Family	Written Notice	\$50 Fine	\$100 Fine	\$200 Fine
	Multi-Family, CII, Agricultural, and Landscape	Written Notice	\$200 Fine	\$400 Fine	\$600 Fine

Any funds collected from penalties will be dedicated to funding EMWD's conservation programs.

6.4 Appeals and Exemption Process

This section describes the appeals and exemption processes. Where feasible, specific exemptions can be identified and defined. Where not feasible, the process to appeal or obtain an exemption should be detailed.

Section 5.1010 of the EMWD Administrative Code notes that,

All variance requests and appeals will be processed according to Section 5, Article 6 – Water Conservation of the Administrative Code.

7.0 Legal Authorities

This section describes the legal authorities that the agency relies upon to implement the shortage response actions and the associated enforcement actions.

EMWD's Administrative Code provides it with the legal authority to implement the WSCP. The Water Shortage Contingency Plan is portrayed in Chapter 5, Article 10 of the Administrative Code. A draft of Article 10 is attached to this document.

In accordance with Water Code Chapter 3 (commencing with Section 350) of Division 1 general provisions regarding water shortage emergencies, EMWD shall declare a water shortage emergency in the event of a catastrophic interruption in supply.

EMWD shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558). Including a list of and contacts for all cities or counties for which the Supplier provides service in the WSCP, along with developed coordination protocols, can facilitate compliance with this section of the Water Code in the event of a local emergency as defined in subpart (c) of Government Code Section 8558.

The cities and counties in the EMWD service area are shown in Table 11.

Table 11. City and County Coordination on Proclamation of Emergencies

City or County	Contact
Riverside County	Emergency Management Department
City of Hemet	Emergency Services Coordinator
City of Perris	Emergency Services Coordinator
City of San Jacinto	Emergency Services Coordinator
City of Beaumont	Emergency Services Coordinator
City of Canyon Lake	Emergency Services Coordinator
City of Menifee	Emergency Services Coordinator
City of Moreno Valley	Emergency Services Coordinator
City of Murrieta	Emergency Services Coordinator
City of Perris	Emergency Services Coordinator
City of Riverside	Emergency Services Coordinator
City of San Jacinto	Emergency Services Coordinator
City of Temecula	Emergency Services Coordinator

8.0 Financial Consequences of WSCP

This section describes the anticipated financial consequences to EMWD of implementing the WSCP. The description includes potential reductions in revenue due to lower water sales and increased expenses associated with implementing the shortage response actions.

Potential financial impacts could include

- Reduced revenue from reduced water use
- Increased staff costs for tracking, reporting, patrolling, and enforcing restrictions
- Economic impacts associated with water-dependent businesses in the service area

Potential mitigation measures include

- Adjusting customer water budgets to increase the volume of water billed at the higher rate
- using financial reserves
- reducing operation and maintenance expenses
- deferring capital improvement projects
- reducing future projected operation and maintenance expenses
- increasing fixed readiness-to-serve charge
- increasing commodity charge and water adjustment rates to cover revenue shortfalls
- other financial management mechanisms

As a result of a water shortage or emergency situation, there may be a reduction of revenue from water sales. To protect EMWD from financial hardship in such a situation, a financial reserve account (Rate Stabilization Reserve) has been established to meet the fixed costs associated with water delivery that may not be met in the case of reduced water sales.

Potential impacts to EMWD are summarized in Table 12, and potential mitigation measures are summarized in Table 13.

Table 12. Actions and Conditions that Impact Revenue and Expenditures

Type	Category	Description
Reduction in Revenue	Reduced Water Sales	Water sales are approximately 40% of EMWD's annual revenue. A reduction in the demand of water by 50% would also mean a reduction in revenue from water sales of 50% leaving a shortfall of approximately 20% of EMWD annual revenue. This reduction would be offset in part by a reduction in the cost of water purchased from Metropolitan.
Increase in Expenditures	Increased Staff Cost	Staff costs for implementing the WSCP could vary depending on the stage triggered by a deficiency in water supply. Stages 1 and 2 would probably be implemented with only current staff members. Stages 3 or 4 of the plan may require additional staff to implement. The amount and level of staff will vary greatly depending on the public's response to the plan.
Increase in Expenditures	O&M Cost	Operations and maintenance cost may be minimally impacted by the implementation of the WSCP, but these costs are projected to have minimal impact on EMWD's total revenue.
Increase in Expenditures	Cost of Supply and Treatment	Cost of supply would decrease due to a decrease in demand and would offset some of the costs associated with reduced water sales.
Increase in Expenditures	Public Outreach Costs	Costs associated with informing the public about implementing the WSCP will vary based on the public's response and the stage of the plan implemented.

Table 13 Measures to Mitigate Fiscal Consequences

Name of Measure	Summary of Effect
Rate Adjustment	Part of the WSCP is the ability to impose a penalty rate. This could offset some of the lost revenue due to a decrease in water sales.
Reserve Policy	EMWD, as a matter of policy, keeps a reserve of funds equivalent to 90 days of operational expenses. This reserve fund could be used to mitigate revenue shortfalls.
Rate Stabilization Fund	EMWD has a rate stabilization fund available to offset increased costs and decreased sales.

9.0 Monitoring and Reporting

This section describes how the agency will monitor and report on implementation of the WSCP. EMWD will gather data on key water use metrics and use the data to evaluate the effectiveness of response actions in achieving their intended water use reduction purposes. EMWD will also gather data on customer compliance to evaluate the effectiveness of enforcement actions. EMWD will gather and report data at frequencies adequate to meet reporting requirements established by the State Water Resources Control Board and other government agencies.

EMWD will monitor water use by customers using its billing systems and operational control systems to monitor production and consumption. EMWD measures and determines the actual water savings made

by implementing each stage of the WSCP by relying on water meters that record the production and consumption of water. Each level of the WSCP has an associated target reduction for metered water use.

10.0 WSCP Refinement Procedures

EMWD will monitor the implementation of this plan to evaluate its effectiveness as an adaptive management tool. The monitoring and reporting program described in Section 9 will provide information on the effectiveness of the shortage response actions during any shortage levels that may be invoked. If EMWD determines that the shortage response actions are not effective in producing the desired results, it will initiate a process to refine the WSCP. EMWD will consider the addition of new shortage response actions, or changing the levels when shortage response actions are implemented. Suggestions for refinements will be collected from agency staff, customers, industry experts, and the general public. EMWD will work with Metropolitan and EMWD's wholesale customers to share data and suggestions for refinement to identify opportunities to increase the effectiveness of the WSCP while maintaining alignment with other agencies in the region when possible.

EMWD will review the WSCP's description of procedures for the Annual Assessment each year while preparing the Annual Assessment and make adjustments as needed.

11.0 Special Water Feature Distinction

EMWD has distinguished swimming pools and spas as recreational water features, while non-pool and non-spa water features are considered decorative water features. This distinction is used in the shortage response actions because decorative water features have the potential to use recycled water, while pools and spas (recreational water features) must use potable water for health and safety considerations.

12.0 Plan Adoption, Submittal, and Availability

EMWD adopted this WSCP with the 2020 UWMP. The UWMP and WSCP were made available for public review during May of 2021. A public hearing was held on June 30, 2021 to allow public input on the draft UWMP and the WSCP.

EMWD's board of directors considered adoption of the UWMP and the WSCP at a meeting on June 30, 2021. The resolution of adoption is included as an attachment.

This WSCP will be submitted to DWR through the WUEData portal on or before the deadline of July 1, 2021.

This WSCP will be available to the public on the agency's web site. Notice will be provided to cities and counties in the service area that the WSCP is available on the agency's web site.

If EMWD identifies the need to amend this WSCP, it will follow the same procedures for notification to cities, counties and the public as used for the UWMP and for initial adoption of the WSCP. The draft amended WSCP will be made available for public review, and the agency's governing board will hold a public hearing to receive comments on the draft amended WSCP. Once the agency's governing board adopts the amended WSCP, the amended plan will be submitted to DWR and the California State Library, and it will be made available to the public and the cities and counties in the service area through placement on the agency's web site.

13.0 Attachment: EMWD Code Title 5, Article 10

ARTICLE 10 – WATER SHORTAGE CONTINGENCY PLAN¹

5.1001 DECLARATION OF PURPOSE AND PRINCIPLES

In accordance with Water Code 10632 requirements, Eastern Municipal Water District (EMWD) is responsible for conserving the available water supply, protecting the integrity of water supply facilities (infrastructure), and implementing a contingency plan in times of drought, supply reductions, failure of water distribution systems or emergencies. Particular emphasis is placed on use of domestic (potable) water, sanitation, fire protection, and preserving public health, welfare, and safety, in addition to minimizing the adverse impacts of water supply shortage or other water supply emergency conditions that do not include recycled water. Therefore, EMWD hereby adopts regulations and restrictions on the delivery and consumption of water use during water shortages.

Financial Impacts

In the event that EMWD was to implement the Water Shortage Contingency Plan(the Plan), it is recognized that the reductions in sales would impact the revenues that would normally be generated. To the extent that this reduction negatively impacts the coverage of its fixed related costs (those that are not tied to volume), EMWD will utilize its Rate Stabilization Reserve to mitigate any shortfall.

Priorities

The Plan is based on the following priorities:

- Public safety, healthy, and welfare
- Sustaining economic vitality
- Quality of life

5.1002 PUBLIC EDUCATION

EMWD will periodically provide the public with information about the Plan, including conditions under which each stage of the Plan is to be initiated or terminated and the conservation response measures to be implemented in each stage. This information will be provided by means of public events, website, press releases, bill inserts, etc.

5.1003 COORDINATION WITH REGIONAL WATER PLANNING GROUPS

¹¹ Article 10 added to Title 5 by Resolution No. 2014-033 on March 26, 2014.

Coordination and implementation of this Plan are in concert with regional waterplanning groups including MWD and EMWD sub-agencies – Lake Hemet Municipal Water District, Nuevo Water Company, Rancho California Water District, and the cities of Perris, Hemet, and San Jacinto.

5.1004 SHORTAGE DECLARATION PROCESS

(a) Long and Short Term Water Deficiencies

Driven by the requirements outlined in Water Code 10632, and the demand for potable water expected to be in excess of the water supply, EMWD's General Manager shall request the Board of Directors to authorize and implement the provisions of the Plan. The request shall be made at a regular or special meeting of the Board of Directors, to implement provisions of the Plan. The Board of Directors has the authority to initiate or terminate the water shortage contingency measures described in this Plan.

(b) Emergency Water Shortage Response

By adopting this Plan, the Board of Directors authorizes the General Manager to declare the extent of a potable water shortage emergency and to implement the appropriate water shortage contingency measures. The General Manager shall report such water shortage conditions and the level of response to the Board of Directors in a timely manner.

The declaration of the Board of Directors shall be made by public announcement and shall be published in a newspaper of general circulation. The declaration shall become effective immediately upon such publication.

5.1005 APPLICATION

The water shortage contingency measures of the Plan shall apply to all persons, customers, and properties utilizing potable water provided by EMWD. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, agencies, associations, and all other legal entities.

5.1006 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Commercial, Industrial, and Institutional (CII): Includes, but is not limited to, any type of non-profit establishments, governmental entities, schools, retail establishments, hotels, motels, restaurants, car washes, and office buildings.

Conservation: Those practices, techniques, and technologies that reduce the consumptions of

water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that supply is conserved and made available for future or alternative uses.

Customer: Any person, company, agency, or organization using water supplied by EMWD.

EMWD: Eastern Municipal Water District.

Domestic water: Used for personal needs or for household or sanitary purposes such as drinking, bathing, cooking, sanitation, or for cleaning a residence, business, industry, or institution. Also used for landscape irrigation.

Household: Residential premises served by the customer's meter.

Landscape irrigation use: The irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

Long Term Shortage: A prolonged shortage of water supplies expected to last at least a year.

Potable water: Filtered/treated water suitable for drinking; also used for household needs and landscape irrigation.

Short Term Shortage: A shortage of water supplies expected to last less than a year.

Water Shortage Contingency Plan: The Plan as defined by this document.

Water shortage: A condition in which the existing or projected potable water supply available to EMWD is not adequate to meet the water requirements of its customers. This condition may be the result of factors including, but not limited to, voluntary or mandatory curtailment of EMWD's allocation from the MWD, drought, emergency conditions or failures of water distribution systems.

Water shortage period: The period beginning on the effective date of the Board of Director's approval of implementing EMWD's Water Shortage Contingency Plan, and ending on the date of the Board of Director's finding that a potable water shortage no longer exists.

5.1007 PROCESS FOR INITIATION/TERMINATION OF WATER SHORTAGE CONTINGENCY STAGES AND MODIFICATION OF ACTIONS TAKEN IN EACH STAGE²

The General Manager will recommend the appropriate stage of response to a water shortage based on the best information available at the time. Conditions that will be

² Section 5.1007 amended by Resolution No. 2014-098 on July 2, 2014.

considered include:

- EMWD water supply conditions and storage levels
- Statewide water supply conditions
- Local water supply and demand conditions
- MWD Water Supply Allocation Plan implementation or other actions requiring a reduction in water demand
- Actions by surrounding agencies

As water supply conditions either deteriorate or improve, the General Manager will return to the Board to revise the appropriate stage of response. It shall not be necessary to implement any stage prior to another; the stages may be implemented in any reasonable order.

In the event the State or local agencies, through executive action, emergency legislation or other actions, impose conditions, requirements, or procedures that are not included in the District water shortage Contingency Plan, the General Manager is authorized to implement such measures as are reasonably required to bring the District's actions in each stage into functional conformity with such conditions, requirements, or procedures.

5.1008 PUBLIC NOTIFICATION PROCEDURES

When EMWD determines that a potable water shortage condition exists, any one of the following notification procedures may be implemented:

- (a) Notify the general public stakeholders, elected officials and other key decision-makers regarding the situation, actions to be taken, goals customers are intended to achieve, and how these actions will be implemented.
- (b) The public at large will be informed of the situation and actions EMWD will be taking. Communications will occur through any of the following: billing inserts, special mailings, telephone contact, e-mail, social media, roadway signage, water conservation booths, and other booths in the community, speaker's bureau, community association meetings, newsletters, and education programs, etc. Literature appropriate to the drought circumstance will be provided regarding the potable water shortage condition, conservation methods, and water-savings devices.
- (c) Use of all forms of media will be employed. This would include public service announcements on radio and cable television, social media as well as earned media and advertisements in local newspapers.

- (d) EMWD's web site, www.emwd.org, will be the central location for messaging and customer communications.

5.1009 WATER SHORTAGE CONTINGENCY PLAN STAGES AND ENFORCEMENT³

EMWD will implement an appropriate stage based on current water conditions. Higher stages will be implemented as shortages continue and/or if customer response does not bring about desired water savings. Restrictions, penalties, and enforcement will build on each other as higher stages are implemented.

Stage 1: Supply Watch

At this stage, efforts will be focused on encouraging voluntary reduction of up to 10 percent. Customers can reduce demand by following the water use efficiency requirements of Section 5, Article 6 - Water Conservation of the Administrative Code. Other actions may be encouraged as appropriate.

Demand reduction will be encouraged through the on-going enforcement listed in Section 5, Article 6 - Water Conservation of the Administrative Code including EMWD's water budget based tiered rate and penalties for run off.

Stage 2: Supply Alert

At this stage efforts will be focused on a voluntary reduction of up to 25 percent. Customers can reduce demand by following the water use efficiency requirements of Section 5, Article 6 - Water Conservation of the Administrative Code. Voluntary customer actions could include the following:

- (a) Reduce watering or irrigating of lawn, landscape or other vegetated areas with sprinklers by one day a week;
- (b) All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system repaired within 48 hours;
- (c) Refrain from filling or re-filling of ornamental lakes or ponds; and
- (d) Refrain from using potable water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not.

Demand reduction will be encouraged through the ongoing enforcement listed in Section 5,

³ Section 5.1009 amended by Resolution No. 2015-011 on March 18, 2015; amended by Resolution No. 2015-103 on August 19, 2015; amended by Resolution No. 2016-016 on January 20, 2016; amended by Resolution No 2017-152 on December 20, 2017.

Article 6 - Water Conservation of the Administrative Code including EMWD's water budget based tiered rate and penalties for run off.

Stage 3: Mandatory Waste Reduction

At this stage, efforts will be focused on a mandatory reduction of excessive water use.

Customers can reduce demand by following the conserving actions detailed in Stages 1 and 2. Demand reduction will be enforced through changes to EMWD's water budget-based tiered rate structure and observation-based penalties:

For tiered customers:

- (a) Stage 3a: No variances or adjustments will be allowed for filling swimming pools, establishing landscape or leaks that are not repaired within 48 hours;
- (b) Stage 3b: Excessive tier budgets (Tier 3 Budgets for residential customers, Tier 2 Budgets for non-residential) will be decreased by up to 50 percent; and
- (c) Stage 3c: Excessive tier budgets (Tier 3 Budgets for residential customers, Tier 2 Budgets for non-residential) will be decreased by up to 100 percent.

Observation of any water waste in opposition to restrictions listed in Section 5, Article 6 - Water Conservation of the Administrative Code or under this or any previous stage of the Plan are subject to the following penalties:

- (a) For multi-family, commercial, institutional, industrial, agricultural, and landscape accounts:
 - (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer;
 - (2) For a second violation a surcharge in the amount of \$100.00 shall be added to the Customer's water bill;
 - (3) For a third violation a surcharge in the amount of \$200.00 shall be added to the Customer's water bill; and
 - (4) For a fourth and any subsequent violation a surcharge of \$300.00 shall be added to the Customer's water bill.
- (b) For single-family residential accounts:
 - (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer;

- (2) For a second violation a surcharge in the amount of \$25.00 shall be added to the Customer's water bill;
- (3) For a third violation a surcharge in the amount of \$50.00 shall be added to the Customer's water bill; and
- (4) For a fourth and any subsequent violation a surcharge of \$100.00 shall be added to the Customer's water bill.

Stage 4: Mandatory Outdoor Reduction

At this stage efforts will be focused on a mandatory reduction of outdoor water use.

Customers can reduce demand by following the conserving actions required in Stages 1 through 3 and limiting watering or irrigating of lawn, landscape or other vegetated areas with sprinklers to the following schedule:

- (a) June through August – A maximum of two days a week; and
- (b) September through May – A maximum of one day a week.

Demand reduction will be enforced through changes to EMWD's water budget based tiered rate structure and observation based penalties:

For tiered customers:

- (a) Stage 4a: Outdoor water budgets will be decreased by 10 percent;
- (b) Stage 4b: Outdoor water budgets will be decreased by up to 50 percent; and
- (c) Stage 4c: Outdoor water budgets will be decreased by up to 100 percent and the irrigation of non-functional turf by multi-family residential, commercial, industrial, and institutional customers is prohibited.

Observation of any water waste in opposition to restrictions listed in Section 5, Article 6 - Water Conservation of the Administrative Code or under this or any previous stage of the Plan, or the irrigation of non-functional turf by multi-family residential, commercial, industrial, and institutional customers when the District is in Stage 4c or higher are subject to the following penalties:

- (a) For multi-family, commercial, institutional, industrial, agricultural, and landscape accounts:
 - (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer;
 - (2) For a second violation a surcharge in the amount of \$200.00 shall be added to the Customer's water bill;
 - (3) For a third violation a surcharge in the amount of \$400.00 shall

- be added to the Customer's water bill; and
- (4) For a fourth and any subsequent violation a surcharge of \$600.00 shall be added to the Customer's water bill.
- (b) For single-family residential accounts:
- (1) For the first violation, the District shall issue a written notice of fact of such violation to the Customer;
 - (2) For a second violation a surcharge in the amount of \$50.00 shall be added to the Customer's water bill;
 - (3) For a third violation a surcharge in the amount of \$100.00 shall be added to the Customer's water bill; and
 - (4) For a fourth and any subsequent violation a surcharge of \$200.00 shall be added to the Customer's water bill.

Stage 5: Mandatory Indoor Reduction

At this stage efforts will be focused on a mandatory reduction of indoor water use. This stage would only be implemented in response to a catastrophic loss of supplies requiring a 50 percent or more reduction in demand.

Demand reduction will be enforced through changes to EMWD's water budget based tiered rate structure and penalties for run off as detailed in Section 5, Article 6 - Water Conservation of the Administrative Code:

For tiered customers:

- (a) Stage 5a: Indoor water budgets will be decreased by 10 percent;
- (b) Stage 5b: Indoor water budgets will be decreased by up to 30 percent; and
- (c) Stage 5c: Indoor water budgets will be decreased by up to 50 percent.

Commercial, Industrial, Institutional, Agricultural customers and any other customer without a water budget will be given a water budget based on historical water use. Allocations will be decreased in stages and the current Tier 4 rate will be applied to any use above the decreased allocation.

- (a) Stage 5a: Budgets will be decreased by 10 percent;
- (b) Stage 5b: Budgets will be decreased by up to 30 percent; and
- (c) Stage 5c: Budgets will be decreased by up to 50 percent.

Restrictions and penalties implemented in earlier stages shall also remain in effect.

5.1010 APPEALS PROCESS

All variance requests and appeals will be processed according to Section 5, Article 6 –

Water Conservation of the Administrative Code.

5.1011 WHOLESALE SUPPLY ALLOCATION AND PENALTIES

During mandatory water shortage stages, wholesale customers will be required to reduce their retail water demand equivalent to EMWD's retail water demand reduction. If MWD has limited supply allocations to EMWD and other member agencies; supply to wholesale customers may be allocated using a formula and methodology based on the MWD Water Supply Allocation Plan.

Potential penalties for not reducing demand could be up to 4 times the MWD Tier2 rate.

14.0 Attachment. Resolution of Adoption for WSCP

RESOLUTION NO. 2021-088

**A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN
MUNICIPAL WATER DISTRICT ADOPTING THE WATER
SHORTAGE CONTINGENCY PLAN**

WHEREAS, the Eastern Municipal Water District (“District”) is an urban water supplier with over 155,000 connections and the Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, a water shortage contingency plan; and

WHEREAS, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such water shortage contingency plans; and

WHEREAS, the Board of Directors has duly reviewed, discussed, and considered the updates to the District’s Water Shortage Contingency Plan and has determined the Water Shortage Contingency Plan to be consistent with the Urban Management Planning Act and to be an accurate representation of the planned actions during shortage conditions for the District.

(This space intentionally left blank)

NOW, THEREFORE, THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The District hereby adopts this Water Shortage Contingency Plan for submittal to the State of California.
2. This Resolution shall be effective upon its adoption.

DATED: June 30, 2021



Phillip E. Paule, President

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the Eastern Municipal Water District at its meeting held on June 30, 2021.

ATTEST:



Sheila Zelaya, Board Secretary

(SEAL)



J

Appendix J: Notices of Preparation and Public Hearing



January 19, 2021

Ian Achimore
Santa Ana Watershed Project Authority
11615 Sterling Ave
Riverside, CA 92503
IAchimore@sawpa.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Achimore:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

Prior to adoption of the 2020 UWMP, EMWD will be holding a public hearing to review the updated plan and to accept comments. EMWD will provide further notice once this hearing has been scheduled. A draft of the plan will be made available for review once it has been completed, and a final UWMP will be available to the public after it has been adopted.

Should you have any questions regarding the UWMP update process, please contact me by phone at (951) 928-3777 ext. 4512, or via email at nngg@emwd.org.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

Board of Directors
Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org



January 19, 2021

Stephen Ajobiewe
City of Perris
101 N. D Street
Perris, CA 92570
sajobiewe@cityofperris.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Ajobiewe:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

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January 19, 2021

Jack Bebee
Fallbrook Public Utility District
990 E Mission Rd
Fallbrook, CA 92028
jackb@fpud.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Bebee:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

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January 19, 2021

Edgar Fandialan / Tiffany Tran
Metropolitan Water District
P.O. Box 54153
Los Angeles, CA 90054-0153
efandialan@mwdh2o.com / t_tran@mwdh2o.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Fandialan / Ms. Tran:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Stuart Fisk
City of Temecula
41000 Main St
Temecula, CA 92589
stuart.fisk@temeculaca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Fisk:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

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Principal Water Resources Specialist

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
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January 19, 2021

Ryan Fowler
City of Menifee
29844 Haun Rd
Menifee, CA 92586
rfowler@cityofmenifee.us

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Fowler:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Travis Holyoak
City of Hemet
3777 Industrial Ave
Hemet, CA 92545
tholyoak@cityofhemet.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Holyoak:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

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January 19, 2021

Parag Kalaria
Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92530
pkalaria@emwd.net

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Kalaria:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Carole Kendrick
City of Beaumont
550 E 6th St
Beaumont, CA 92223
ckendrick@beaumontca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Ms. Kendrick:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Tom Kennedy
Rainbow Municipal Water District
3707 Old Hwy 395
Fallbrook, CA 92028
tkennedy@rainbowmwd.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Kennedy:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Jeff Kirshberg
Rancho California Water District
42135 Winchester Rd
Temecula, CA 92590
kirshbergj@ranchowater.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Kirshberg:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
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January 19, 2021

Kenneth McLaughlin
Soboba Band of Luiseno Indians
P.O. Box 487
San Jacinto, CA 92581
KMcLaughlin@soboba-nsn.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. McLaughlin:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Jim Morrissey
City of Canyon Lake
31516 Railroad Canyon Rd
Canyon Lake, CA 92587
jmorrissey@canyonlakeca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Morrissey:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Should you have any questions regarding the UWMP update process, please contact me by phone at (951) 928-3777 ext. 4512, or via email at nngg@emwd.org.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

Board of Directors
Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org



January 19, 2021

Behrooz Mortazavi
Hemet-San Jacinto Watermaster Advisor
Behrooz@H2Oengineers.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Mortazavi:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Gordon Ng, P.E.
Principal Water Resources Specialist

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January 19, 2021

Matthew Osborn
City of San Jacinto
595 S. San Jacinto Ave
San Jacinto, CA 92583
mosborn@sanjacintoca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Osborn:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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T 951.928.3777 • F 951.928.6177 www.emwd.org



January 19, 2021

Pechanga Band of Luiseno Indians
P.O. Box 1477
Temecula, CA 92593
contact@pechanga-nsn.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

To Whom It May Concern:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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January 19, 2021

Michael Plinski
Riverside Public Utilities
3901 Orange St
Riverside, CA 92501
mplinski@riversideca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Plinski:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Gordon Ng, P.E.
Principal Water Resources Specialist

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January 19, 2021

Jarrett Ramaiya
City of Murrieta
1 Town Square
Murrieta, CA 92562
jramaiya@murrietaca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Ramaiya:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org



January 19, 2021

Cindi Robbins
Nuevo Water Company
30427 11th St
Nuevo, CA 92567
crobbins.nuevowater@gmail.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Ms. Robbins:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
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January 19, 2021

Ryan Shaw / Melissa Matlock
Western Municipal Water District
14205 Meridian Pkwy
Riverside, CA 92518
RShaw@wmwd.com / MMatlock@wmwd.com

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Shaw / Ms. Matlock:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
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GN:ag

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January 19, 2021

Jason Venable
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039
jvenable@lhmwd.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Venable:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

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January 19, 2021

Steve Weiss
County of Riverside
4080 Lemon St
Riverside, CA 92501
sweiss@rctlma.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Weiss:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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January 19, 2021

Michael Wolfe / Michael Lloyd
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552
michaelw@moval.org / michaell@moval.org

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Mr. Wolfe and Mr. Lloyd:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

GN:ag

Board of Directors
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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org



January 19, 2021

Julia Ekstrom
California Department of Water Resources
1416 9th Street
Sacramento, CA 95814
Julia.Ekstrom@water.ca.gov

VIA ELECTRONIC MAIL

Subject: Notification of Urban Water Management Plan Update

Dear Ms. Ekstrom:

Eastern Municipal Water District (EMWD) is currently preparing an update to its Urban Water Management Plan (UWMP), which evaluates EMWD's water supplies and water use efficiency over a long-term planning horizon. An UWMP is required to be prepared by every urban water supplier (as defined in the California Water Code) and must be updated every five years for calendar years ending in zero (0) or five (5). The 2020 update is due to the California Department of Water Resources on July 1, 2021.

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Principal Water Resources Specialist

GN:ag

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Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:57 PM
To: ckendrick@beaumontca.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Beaumont.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Carole Kendrick
City of Beaumont
550 E 6th Street
Beaumont, CA 92223

ckendrick@beaumontca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Ms. Kendrick:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:57 PM
To: jmorrissey@canyonlakeca.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Canyon Lake.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Jim Morrissey
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

jmorrissey@canyonlakeca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Morrissey:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:56 PM
To: 'Travis Holyoak'
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Hemet.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Travis Holyoak
City of Hemet
3777 Industrial Avenue
Hemet, CA 92545

tholyoak@cityofhemet.org

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Holyoak:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:56 PM
To: rfowler@cityofmenifee.us
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Menifee.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Ryan Fowler
City of Menifee
29844 Haun Road
Menifee, CA 92586

rfowler@cityofmenifee.us

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Fowler:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
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Board of Directors

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T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:56 PM
To: Michael Lloyd, P.E.; michaelw@moval.org
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Moreno Valley.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Michael Wolfe / Michael Lloyd
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552

michaelw@moval.org / michaell@moval.org

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Wolfe / Mr. Lloyd:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:55 PM
To: jramaiya@murrietaca.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Murrieta.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Jarrett Ramaiya
City of Murrieta
1 Town Square
Murrieta, CA 92562

jramaiya@murrietaca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Ramaiya:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:52 PM
To: Ajobiewe, Stephen
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Perris.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Stephen Ajobiewe
City of Perris
101 N. D Street
Perris, CA 92570

sajobiewe@cityofperris.org

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Ajobiewe:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:52 PM
To: mosborn@sanjacintoca.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of San Jacinto.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Matthew Osborn
City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583

mosborn@sanjacintoca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Osborn:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:52 PM
To: stuart.fisk@temeculaca.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - City of Temecula.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Stuart Fisk
City of Temecula
41000 Main Street
Temecula, CA 92589

stuart.fisk@temeculaca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Fisk:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:51 PM
To: sweiss@rctlma.org
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - County of Riverside.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Steve Weiss
County of Riverside
4080 Lemon Street
Riverside, CA 92501

sweiss@rctlma.org

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Weiss:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:51 PM
To: pkalaria@evmwd.net
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Elsinore Valley MWD.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Parag Kalaria
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530

pkalaria@emwd.net

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Kalaria:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:51 PM
To: jackb@fpud.com
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Fallbrook Public Utility District.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Jack Bebee
Fallbrook Public Utility District
990 E Mission Road
Fallbrook, CA 92028

jackb@fpud.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Bebee:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:48 PM
To: Behrooz Mortazavi
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - HSJ Watermaster.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Behrooz Mortazavi
Hemet-San Jacinto Watermaster Advisor

Behrooz@H2Oengineers.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Mortazavi:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:48 PM
To: jvenable@lhmwd.org
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - LHMWD.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Jason Venable
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039

jvenable@lhmwd.org

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Venable:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:47 PM
To: 'efandialan@mwdh2o.com'; t_tran@mwdh2o.com
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - MWD.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Edgar Fandialan / Tiffany Tran
Metropolitan Water District
P.O. Box 54153
Los Angeles, CA 90054-0153

efandialan@mwdh2o.com / t_tran@mwdh2o.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Fandialan / Ms. Tran:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:47 PM
To: Robbins, Cinthia
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Nuevo Water Co.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Cindi Robbins
Nuevo Water Company
30427 11th Street
Nuevo, CA 92567

crobbins.nuevowater@gmail.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Ms. Robbins:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

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2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:46 PM
To: contact@pechanga-nsn.gov
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Pechanga.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Pechanga Band of Luiseno Indians
P.O. Box 1477
Temecula, CA 92593

contact@pechanga-nsn.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

To Whom It May Concern:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:57 PM
To: tkennedy@rainbowmwd.com
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Rainbow MWD.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Tom Kennedy
Rainbow Municipal Water District
3707 Old Hwy 395
Fallbrook, CA 92028

tkennedy@rainbowmwd.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Kennedy:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

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Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors
Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:45 PM
To: 'kirshbergj@ranchowater.com'
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Rancho California Water District.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Jeff Kirshberg
Rancho California Water District
42135 Winchester Road
Temecula, CA 92590

kirshbergj@ranchowater.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Kirshberg:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:45 PM
To: Michael Plinski
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Riverside Public Utilities.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Michael Plinski
Riverside Public Utilities
3901 Orange Street
Riverside, CA 92501

mplinski@riversideca.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Plinski:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:45 PM
To: 'kmclaughlin@soboba-nsn.gov'
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - Soboba.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Kenneth McLaughlin
Soboba Band of Luiseño Indians
P.O. Box 487
San Jacinto, CA 92581

KMcLaughlin@soboba-nsn.gov

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. McLaughlin:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org

Copeland, Stena

From: Copeland, Stena
Sent: Tuesday, June 15, 2021 3:45 PM
To: Ryan Shaw (rshaw@wmwd.com); mmatlock@wmwd.com
Subject: EMWD's 2020 Urban Water Management Plan / Public Hearing Date Change
Attachments: 2021 Rescheduled Adoption Hearing Notice - WMWD.pdf

Good afternoon:

Please see the attached correspondence regarding EMWD's 2020 Urban Water Management Plan update.

Feel free to contact Gordon Ng at ngg@emwd.org if you should have any questions or call (951) 928-3777 extension 4512.

Thank you,
Stena Copeland
Executive Assistant
Water Resources & Facilities Planning
(951) 928-3777 extension 4227



June 15, 2021

Ryan Shaw / Melissa Matlock
Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

RShaw@wmwd.com / MMatlock@wmwd.com

VIA ELECTRONIC MAIL

Subject: Rescheduled 2020 Urban Water Management Plan Public Hearing

Dear Mr. Shaw and Ms. Matlock:

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608). The UWMP contains an evaluation of EMWD's projected supplies and demands, updates to its Water Shortage Contingency Plan, a report on its compliance with the Water Conservation Act of 2009, and information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1. The draft document is available for review on EMWD's website at the following location: <https://www.emwd.org/post/urban-water-management-plan>

A public hearing to allow community input on the 2020 UWMP has been rescheduled from 9:00 AM on June 16, 2021 to 8:00 AM on June 30, 2021. The location of the public hearing, the EMWD headquarters located at 2270 Trumble Road, Perris, CA, has not been changed. EMWD will also consider written comments on the UWMP sent to the attention of Gordon Ng by email at ngg@emwd.org or by mail to Eastern Municipal Water District, P.O. Box 8300, Perris, CA 92572-8300. Comments should be received by June 30, 2021.

Sincerely,

Gordon Ng, P.E.
Principal Water Resources Specialist

Board of Directors

Philip E. Paule, *President* · Randy A. Record, *Vice President* · Jeff Armstrong · Stephen J. Corona · David J. Slawson

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300

T 951.928.3777 • F 951.928.6177 www.emwd.org



Notice of Rescheduled Public Hearing to Adopt the 2020 Urban Water Management Plan, Update the Water Shortage Contingency Plan, Demonstrate Compliance with the Water Conservation Act of 2009, and Demonstrate Reduced Delta Reliance

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §10610-10656 and §10608), which applies to urban water suppliers that either provide over 3,000 acre-feet of water annually, or serve more than 3,000 urban connections.

The UWMP contains an evaluation of EMWD's projected supplies and demands as well as EMWD's reliability under a range of drought scenarios. EMWD is also required to update its Water Shortage Contingency Plan, report on its compliance with the Water Conservation Act of 2009, and include information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1.

This Public Notice officially notifies the general public that the Draft 2020 UWMP is available for public review at District headquarters located at 2270 Trumble Road or on EMWD's website at www.emwd.org. Comments or requests for additional information should be sent by mail to:

**Eastern Municipal Water District
Attention: Gordon Ng
P.O. Box 8300
Perris, CA 92572-8300**

Or by email to:

**Gordon Ng
ngg@emwd.org**

Public input is encouraged. Email or written comments are due by June 30, 2021 and will be considered during the finalization of the 2020 UWMP.

The public hearing of the EMWD Board of Directors previously scheduled for 9:00 AM on June 16, 2021 has been **rescheduled** to 8:00 AM on June 30, 2021 to allow community input on the 2020 UWMP, updates to the Water Shortage Contingency Plan, and compliance with the Water Conservation Act of 2009 and Delta Plan Policy WR P1. The public hearing will be held at 8:00 AM on June 30, 2021 at the EMWD headquarters located at:

**Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572**

CALIFORNIA
 National Data
 Coast Today
 Inland Today
 Mountains Today
 Low Desert Today
 The Nation

COAST
 Today High 78F Low 52F
 Partly sunny with clouds
 Wind: 10-20 mph
 Waves: 2-4 ft

INLAND
 Today High 92F Low 62F
 Sunny
 Wind: 10-20 mph
 Waves: 2-4 ft

MOUNTAINS
 Today High 85F Low 55F
 Partly cloudy
 Wind: 10-20 mph
 Waves: 2-4 ft

LOW DESERT
 Today High 95F Low 65F
 Sunny
 Wind: 10-20 mph
 Waves: 2-4 ft

THE NATION
 Today High 78F Low 52F
 Partly cloudy
 Wind: 10-20 mph
 Waves: 2-4 ft

INLAND TODAY
 High: 92F, Low: 62F
 Sunny
 Wind: 10-20 mph
 Waves: 2-4 ft

UV INDEX TODAY
 9 (Very High) 12 (Extreme) 13 (Extreme) 12 (Extreme)

SURF REPORT TODAY
 Inland: 1-2 ft, 10-20 mph
 Coast: 2-4 ft, 10-20 mph

TIDE REPORT
 High: 1.5 ft, Low: 0.5 ft
 Sunrise: 5:44 am, Sunset: 7:52 pm

ALMANAC
 Date: June 16, 2021
 Day of Year: 167
 Days to Year End: 200

SUN AND MOON
 Sunrise: 5:44 am, Sunset: 7:52 pm
 Moonrise: 11:14 pm, Moonset: 11:14 pm

PLANET WATCH
 Mercury: 11:14 pm
 Venus: 11:14 pm
 Mars: 11:14 pm
 Jupiter: 11:14 pm
 Saturn: 11:14 pm
 Uranus: 11:14 pm
 Neptune: 11:14 pm

INTERNATIONAL FORECASTS

City	High	Low	Wind	Clouds
London	65	50	10-15	Partly Cloudy
Paris	68	52	10-15	Partly Cloudy
Madrid	75	55	10-15	Sunny
Rome	72	58	10-15	Sunny
Tokyo	78	62	10-15	Sunny
Hong Kong	82	68	10-15	Sunny
Sydney	75	60	10-15	Sunny
Melbourne	72	58	10-15	Sunny
Auckland	68	52	10-15	Sunny
Wellington	65	50	10-15	Sunny
Christchurch	62	48	10-15	Sunny
Dunedin	60	45	10-15	Sunny
Perth	78	62	10-15	Sunny
Brisbane	82	68	10-15	Sunny
Adelaide	78	62	10-15	Sunny
Hobart	72	58	10-15	Sunny
Canberra	75	60	10-15	Sunny
Sydney	78	62	10-15	Sunny
Melbourne	75	60	10-15	Sunny
Auckland	72	58	10-15	Sunny
Wellington	70	55	10-15	Sunny
Christchurch	68	52	10-15	Sunny
Dunedin	65	50	10-15	Sunny
Perth	75	60	10-15	Sunny
Brisbane	80	65	10-15	Sunny
Adelaide	78	62	10-15	Sunny
Hobart	72	58	10-15	Sunny
Canberra	75	60	10-15	Sunny

emwd EASTERN MUNICIPAL WATER DISTRICT

Notice of Rescheduling Public Hearing to Adopt the 2020 Urban Water Management Plan, Update the Water Storage Contingency Plan, Demonstrate Compliance with the Water Conservation Act of 2009, and Demonstrate Reduced Delta Reductions

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code (10010-10058 and 10065)), which applies to urban water suppliers that either provide over 3,000 acre-feet of water annually, or serve more than 3,000 urban connections.

The UWMP contains an evaluation of EMWD's projected supplies and demands as well as EMWD's reliance under a range of drought scenarios. EMWD is also required to update its Water Storage Contingency Plan, report on its compliance with the Water Conservation Act of 2009, and include information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy WR P1.

This Public Notice officially notifies the general public that the Draft 2020 UWMP is available for public review at District headquarters located at 2270 Truxtun Road or on EMWD's website at www.emwd.org. Comments or requests for additional information should be sent to info@emwd.org.

Eastern Municipal Water District
 Attention: Gordon Ng
 P.O. Box 8300
 Perris, CA 92577-8300

Or by email to:
 Gordon Ng
ng@emwd.org

Public input is encouraged. Email or written comments are due by June 30, 2021 and will be considered during the formation of the 2020 UWMP.

The public hearing of the EMWD Board of Directors previously scheduled for 9:00 AM on June 16, 2021 has been rescheduled to 9:00 AM on June 30, 2021 to allow community input on the 2020 UWMP, updates to the Water Storage Contingency Plan, and compliance with the Water Conservation Act of 2009 and Delta Plan Policy WR P1. The public hearing will be held at 9:00 AM on June 30, 2021 at the EMWD headquarters located at:

Eastern Municipal Water District
 2270 Truxtun Road
 Perris, CA 92577

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CALIFORNIA

Western Coast
 High: 70° Low: 50°
Central Coast
 High: 70° Low: 50°
Eastern Coast
 High: 70° Low: 50°
San Joaquin Valley
 High: 70° Low: 50°
Sierra Nevada
 High: 70° Low: 50°
Central Valley
 High: 70° Low: 50°
South Valley
 High: 70° Low: 50°
San Diego
 High: 70° Low: 50°
Imperial
 High: 70° Low: 50°

COAST INLAND MOUNTAINS LOW DESERT

THE NATION



INLAND TODAY

High: 70° Low: 50°
 Partly cloudy, with a 20% chance of rain.



UV INDEX TODAY

11 11 13 12
 (Icons representing UV levels)

ALMANAC

Month	High	Low	High	Low
Jan	55	35	65	45
Feb	60	40	70	50
Mar	65	45	75	55
Apr	70	50	80	60
May	75	55	85	65
Jun	80	60	90	70
Jul	85	65	95	75
Aug	85	65	95	75
Sep	80	60	90	70
Oct	75	55	85	65
Nov	70	50	80	60
Dec	60	40	70	50

SURF REPORT TODAY

Waves: 3-5 ft
 Wind: 10-15 mph

TIDE REPORT

City	High	Low
San Francisco	1:30 PM	11:30 AM
San Diego	1:45 PM	11:45 AM
Los Angeles	2:00 PM	12:00 PM

NATIONAL CITIES 10-DAY FORECAST

City	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10
Atlanta	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Boston	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Chicago	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60
Denver	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50
Houston	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Los Angeles	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
London	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60
Madrid	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Miami	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Manila	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Moscow	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50	40-50
New York	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Osaka	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Paris	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60
San Francisco	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Seoul	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Singapore	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80	70-80
Tokyo	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Washington	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70	60-70
Wellington	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60	50-60

THE WORLD

City	High	Low
London	50-60	40-50
Paris	50-60	40-50
Rome	60-70	50-60
Madrid	60-70	50-60
Beijing	60-70	50-60
Tokyo	60-70	50-60
Sydney	70-80	60-70
Melbourne	70-80	60-70
Auckland	70-80	60-70
Wellington	70-80	60-70

SUN AND MOON

Sun: 6:30 AM - 7:30 PM
 Moon: 10:00 PM - 11:00 PM

PLANET WATCH

Venus: 4:30 AM - 5:30 AM
 Mars: 10:00 PM - 11:00 PM

Notice of Rescheduled Public Hearing to Adopt the 2020 Urban Water Management Plan, Update the Water Storage Contingency Plan, Demonstrate Compliance with the Water Conservation Act of 2009, and Demonstrate Reduced Delta Reliance

The Eastern Municipal Water District (EMWD) has prepared a Draft 2020 Urban Water Management Plan (UWMP) in compliance with the requirements established by the Urban Water Management Planning Act (California Water Code §19010-19090 and §19095), which applies to urban water suppliers that either provide over 3,000 acre-feet of water annually, or serve more than 3,000 other connections.

The UWMP contains an evaluation of EMWD's projected supplies and demands as well as EMWD's reliability under a range of drought scenarios. EMWD is also required to update its Water Storage Contingency Plan, report on its compliance with the Water Conservation Act of 2009, and include information demonstrating reduced reliance on the Sacramento-San Joaquin Delta under Delta Plan Policy 605 P1.

This Public Notice officially notifies the general public that the Draft 2020 UWMP is available for public review at District headquarters located at 2275 Trumbull Road or at EMWD's website at www.emwd.org. Comments or requests for additional information should be sent to emwd@emwd.org.

Eastern Municipal Water District
 Attention: Gordon Ng
 P.O. Box 5300
 Perris, CA 92572-4300

Or by email to:
 Gordon Ng
ng@emwd.org

Public input is encouraged. Oral or written comments are due by June 30, 2021 and will be considered during the resolution of the 2020 UWMP.

The public hearing of the EMWD Board of Directors previously scheduled for 9:00 AM on June 16, 2021 has been rescheduled to 9:00 AM on June 30, 2021 to allow community input on the 2020 UWMP, update to the Water Storage Contingency Plan, and compliance with the Water Conservation Act of 2009 and Delta Plan Policy 605 P1. The public hearing will be held at 9:00 AM on June 30, 2021 at the EMWD headquarters located at:

Eastern Municipal Water District
 2275 Trumbull Road
 Perris, CA 92572

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SEE US IN SPANISH

K

Appendix K: Resolutions of Adoption

RESOLUTION NO. 2021-087

**A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN
MUNICIPAL WATER DISTRICT ADOPTING THE 2020 URBAN
WATER MANAGEMENT PLAN**

WHEREAS, the Eastern Municipal Water District (“District”) is an urban water supplier with over 155,000 connections and the Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, an urban water management plan every five years; and

WHEREAS, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such urban water management plans; and

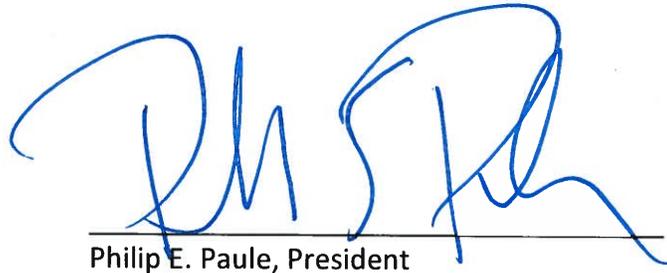
WHEREAS, the Board of Directors has duly reviewed, discussed, and considered the 2020 Urban Water Management Plan and has determined the 2020 Urban Water Management Plan to be consistent with the Urban Water Management Planning Act and to be an accurate representation of the water resources plan for the District.

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NOW, THEREFORE, THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The District hereby adopts the 2020 Urban Water Management Plan for submittal to the State of California.
2. This Resolution shall be effective upon its adoption.

DATED: June 30, 2021



Philip E. Paule, President

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the Eastern Municipal Water District at its meeting held on June 30, 2021.

ATTEST:



Sheila Zelaya, Board Secretary

(SEAL)



RESOLUTION NO. 2021-088

**A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN
MUNICIPAL WATER DISTRICT ADOPTING THE WATER
SHORTAGE CONTINGENCY PLAN**

WHEREAS, the Eastern Municipal Water District (“District”) is an urban water supplier with over 155,000 connections and the Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, a water shortage contingency plan; and

WHEREAS, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such water shortage contingency plans; and

WHEREAS, the Board of Directors has duly reviewed, discussed, and considered the updates to the District’s Water Shortage Contingency Plan and has determined the Water Shortage Contingency Plan to be consistent with the Urban Management Planning Act and to be an accurate representation of the planned actions during shortage conditions for the District.

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NOW, THEREFORE, THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The District hereby adopts this Water Shortage Contingency Plan for submittal to the State of California.
2. This Resolution shall be effective upon its adoption.

DATED: June 30, 2021



Phillip E. Paule, President

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the Eastern Municipal Water District at its meeting held on June 30, 2021.

ATTEST:



Sheila Zelaya, Board Secretary

(SEAL)



RESOLUTION NO. 2021-089

**A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN
MUNICIPAL WATER DISTRICT ADOPTING APPENDIX M TO
THE 2015 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the Eastern Municipal Water District (“District”) is an urban water supplier with over 155,000 connections and the Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, an urban water management plan every five years; and

WHEREAS, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such urban water management plans; and

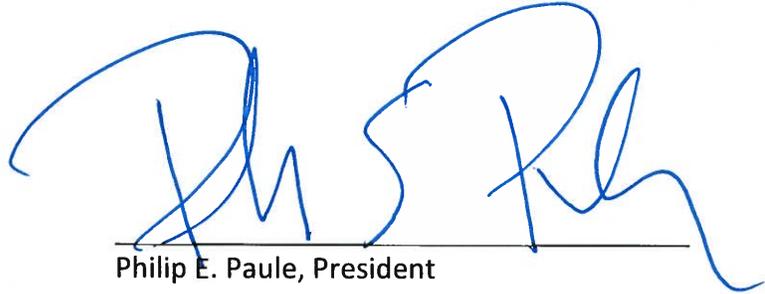
WHEREAS, the Board of Directors has duly reviewed, discussed, and considered the Appendix M as an addendum to the District’s 2015 Urban Water Management Plan and has determined Appendix M to be consistent with the Urban Water Management Planning Act and include all of the elements described in Delta Plan Policy WR P1: Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance.

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NOW, THEREFORE, THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The District hereby adopts Appendix M to the 2015 Urban Water Management Plan for submittal to the State of California.
2. This Resolution shall be effective upon its adoption.

DATED: June 30, 2021



Philip E. Paule, President

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the Eastern Municipal Water District at its meeting held on June 30, 2021.

ATTEST:



Sheila Zelaya, Board Secretary

(SEAL)





Appendix L: Reduced Delta Reliance

Quantifying Regional Self-Reliance and Reduced Reliance on Water Supplies from the Delta Watershed

1. Background

Under the Sacramento-San Joaquin Delta Reform Act of 2009, state and local public agencies proposing a covered action in the Delta, prior to initiating the implementation of that action, must prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with applicable Delta Plan policies and submit that certification to the Delta Stewardship Council. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

An urban water supplier that anticipates participating in or receiving water from a proposed covered action such as a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta should provide information in their 2015 and 2020 Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (WR P1).

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states that:

(a) Water shall not be exported from, transferred through, or used in the Delta if all the following apply:

- (1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);*
- (2) That failure has significantly caused the need for the export, transfer, or use; and*
- (3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.*

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above.

(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:

- (A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;*
- (B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and*
- (C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-*

reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).

The analysis and documentation provided below include all the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action.

2. Demonstration of Regional Self-Reliance

The methodology used to determine improved regional self-reliance for the Eastern Municipal Water District (EMWD) is consistent with the approach detailed in DWR's UWMP Guidebook Appendix C, including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources. Some of the key assumptions underlying EMWD's demonstration of reduced reliance include:

- All data were obtained from the current 2020 UWMP or previously adopted UWMPs and represent average or normal water year conditions.
- All analyses were conducted at the service area level, and all data reflect the total contributions of EMWD and its customers.
- No projects or programs that are described in the UWMPs as "Projects Under Development" were included in the accounting of supplies.
- EMWD has coordinated this analysis with documentation prepared by the Metropolitan Water District of Southern California (Metropolitan), of which EMWD is a member agency.

Baseline and Expected Outcomes

To calculate the expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance, a baseline is needed to compare against. This analysis uses a normal water year representation of 2010 as the baseline, which is consistent with the approach described in the Guidebook Appendix C.

Documentation of the specific data sources and assumptions are included in the discussions below.

Service Area Demands without Water Use Efficiency

In alignment with the Guidebook Appendix C, this analysis uses normal water year demands, rather than normal water year supplies to calculate expected outcomes in terms of the percentage of water used. Using normal water year demands serves as a proxy for the amount of supplies that would be used in a normal water year, which helps alleviate issues associated with how supply capability is presented to fulfill requirements of the UWMP Act versus how supplies might be accounted for to demonstrate consistency with WR P1.

Because WR P1 considers water use efficiency savings a source of water supply, water suppliers can calculate their embedded water use efficiency savings based on changes in forecasted per capita water use since the baseline. As explained in the Guidebook Appendix C, water use efficiency savings must be added back to the normal year demands to represent demands without water use efficiency savings accounted for; otherwise, the effect of water use efficiency savings on regional self-reliance would be overestimated. Table C-1 shows the results of this adjustment for EMWD. Supporting narratives and documentation for all the data shown in Table C-1 are provided below.

Service Area Demands with Water Use Efficiency

The service area demands shown in Table C-1 represent the total water demands for EMWD's retail and wholesale service area. The demand data shown in Table C-1 were collected from the following sources:

- Baseline (2010): EMWD 2015 UWMP Table 6-1 and 6-2, groundwater management plan records, and sub-agency coordination and 2010 UWMPs
- 2015: EMWD 2015 UWMP Table 6-1 and 6-2, groundwater management plan records, and sub-agency coordination and 2015 UWMPs
- 2020: EMWD 2020 UWMP Table 6-13, groundwater management plan records, and sub-agency coordination
- 2025-2045: EMWD 2020 UWMP, Table 6-15 and 6-16 and sub-agency coordination

Non-Potable Water Demands

EMWD operates four Regional Water Reclamation Facilities to provide recycled water for both municipal and agricultural purposes, as discussed in Chapter 6 of the 2020 UWMP. The non-potable water demand data shown in Table C-1 represents recycled water demand estimates from these facilities for use in EMWD’s service area collected from the following sources:

- Baseline (2010): EMWD 2015 UWMP Table 6-1 and 6-2
- 2015: EMWD 2015 UWMP Table 6-1 and 6-2
- 2020: EMWD 2020 UWMP Table 6-13
- 2025-2045: EMWD 2020 UWMP, Table 6-15 and 6-16

Potable Service Area Demands with Water Use Efficiency

The “Potable Service Area Demands with Water Use Efficiency” was calculated by subtracting the “Non-Potable Water Demands” from “Service Area Demands with Water Use Efficiency.”

Service Area Population

The population data shown in Table 1 were collected from the following sources:

- Baseline (2010): EMWD 2015 UWMP, Table 3-2
- 2015: EMWD 2015 UWMP, Table 3-3
- 2020-2045: EMWD 2020 UWMP, Table 3-3

Estimated Water Use Efficiency Since Baseline

The “Estimated Water Use Efficiency Since Baseline” was calculated using “Potable Service Area Demands with Water Use Efficiency” divided by “Service Area Population” and then comparing with 2010 Per Capita Water Use.

Service Area Water Demands without Water Use Efficiency

In Table C-2, the “Service Area Demands with Water Use Efficiency” was added to the “Estimated Water Use Efficiency Since Baseline” to obtain the “Service Area Water Demands without Water Use Efficiency Accounted For”.

Supplies Contributing to Regional Self-Reliance

For a covered action to demonstrate consistency with the Delta Plan, WR P1 subsection (c)(1)(C) states that water suppliers must report the expected outcomes for measurable improvement in regional self-reliance. EMWD’s local supplies include recycled water, potable groundwater, and desalinated groundwater. Through the Local Resources Program, Metropolitan has contributed to the development of these local supplies. More information about EMWD’s supply portfolio is provided in Chapter 6 of the UWMP.

Table C-3 shows expected outcomes for supplies contributing to regional self-reliance both in amount and as a percentage. The numbers shown in Table C-3 represent efforts to improve regional self-reliance for EMWD’s entire service area and include the total contributions of EMWD and its customers. Supporting narratives and documentation for all the data shown in Table C-3 are provided below.

Water Use Efficiency

The water use efficiency information shown in Table C-3 is taken directly from Table C-1. More information about EMWD's water use efficiency programs and demand management measures is included in Chapter 9 of EMWD's UWMP.

Water Recycling

The water recycling values shown in Table C-3 are based on recycled water that was produced for past years, and on projections of recycled water production for future years.

Advanced Water Technologies

The advanced water technologies data shown in Table C-3 includes production from EMWD's desalters, as described in Chapter 6 of EMWD's 2020 UWMP. The data shown in Table C-3 originated from the following sources:

- Baseline (2010): EMWD 2015 UWMP, Table 6-1 and 6-2
- 2015: EMWD 2015 UWMP, Table 6-1 and 6-2
- 2020: EMWD 2020 UWMP, Table 6-13
- 2025-2045: EMWD 2020 UWMP, Table 6-15 and 6-16

Local and Regional Water Supply and Storage Programs

The local and regional water supply and storage programs data shown in Table C-3 represent groundwater pumping estimates by entities within EMWD's service area and were estimated from the following sources:

- Baseline (2010): EMWD 2015 UWMP, Table 6-1 and 6-2, groundwater management plan records, and sub-agency coordination and 2010 UWMPs
- 2015: EMWD 2015 UWMP, Table 6-1 and 6-2, groundwater management plan records, and sub-agency coordination and 2015 UWMPs
- 2020: EMWD 2020 UWMP, Table 6-13, groundwater management plan records, and sub-agency coordination
- 2025-2045: EMWD 2020 UWMP, Table 6-15 and 6-16 and sub-agency coordination

3. Reliance on Water Supplies from the Delta Watershed

EMWD is a member agency of Metropolitan, which is a contractor to the State Water Project. Metropolitan has prepared an analysis of regional reliance on supplies from the Delta watershed. The discussion below was prepared by Metropolitan to describe the region's efforts to reduce reliance on supplies from the Delta.

Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies, and regional and local demand management measures. Metropolitan's member agencies coordinate reliance on the Delta through their membership in Metropolitan, a regional cooperative providing wholesale water service to its 26 member agencies. Accordingly, regional reliance on the Delta can only be measured regionally—not by individual Metropolitan member agencies and not by the customers of those member agencies.

Metropolitan's member agencies, and those agencies' customers, indirectly reduce reliance on the Delta through their collective efforts as a cooperative. Metropolitan's member agencies do not control the amount of Delta water they receive from Metropolitan. Metropolitan manages a statewide integrated conveyance system consisting of its participation in the State Water Project (SWP), its Colorado River Aqueduct (CRA) including Colorado River water resources, programs and water exchanges, and its regional storage portfolio. Along with the SWP, CRA, storage programs, and Metropolitan's conveyance and distribution facilities, demand management programs increase the future reliability of water resources for the region. In addition, demand management programs provide system-wide

benefits by decreasing the demand for imported water, which helps to decrease the burden on Metropolitan's infrastructure and reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Metropolitan's costs are funded almost entirely from its service area, except for grants and other assistance from government programs. Most of Metropolitan's revenues are collected directly from its member agencies. Properties within Metropolitan's service area pay a property tax that currently provides approximately 8 percent of the fiscal year 2021 annual budgeted revenues. The rest of Metropolitan's costs are funded through rates and charges paid by Metropolitan's member agencies for the wholesale services it provides to them. Thus, Metropolitan's member agencies fund nearly all operations Metropolitan undertakes to reduce reliance on the Delta, including Colorado River Programs, storage facilities, Local Resources Programs and Conservation Programs within Metropolitan's service area.

Because of the integrated nature of Metropolitan's systems and operations, and the collective nature of Metropolitan's regional efforts, it is infeasible to quantify each of Metropolitan member agencies' individual reliance on the Delta. It is infeasible to attempt to segregate an entity and a system that were designed to work as an integrated regional cooperative.

In addition to the member agencies funding Metropolitan's regional efforts, they also invest in their own local programs to reduce their reliance on any imported water. Moreover, the customers of those member agencies may also invest in their own local programs to reduce water demand. However, to the extent those efforts result in reduction of demands on Metropolitan, that reduction does not equate to a like reduction of reliance on the Delta. Demands on Metropolitan are not commensurate with demands on the Delta because most of Metropolitan member agencies receive blended resources from Metropolitan as determined by Metropolitan—not the individual member agency—and for most member agencies, the blend varies from month-to-month and year-to-year due to hydrology, operational constraints, use of storage and other factors.

Colorado River Programs

As a regional cooperative of member agencies, Metropolitan invests in programs to ensure the continued reliability and sustainability of Colorado River supplies. Metropolitan was established to obtain an allotment of Colorado River water, and its first mission was to construct and operate the CRA. The CRA consists of five pumping plants, 450 miles of high voltage power lines, one electric substation, four regulating reservoirs, and 242 miles of aqueducts, siphons, canals, conduits and pipelines terminating at Lake Mathews in Riverside County. Metropolitan owns, operates, and manages the CRA. Metropolitan is responsible for operating, maintaining, rehabilitating, and repairing the CRA, and is responsible for obtaining and scheduling energy resources adequate to power pumps at the CRA's five pumping stations.

Colorado River supplies include Metropolitan's basic Colorado River apportionment, along with supplies that result from existing and committed programs, including supplies from the Imperial Irrigation District (IID)-Metropolitan Conservation Program, the implementation of the Quantification Settlement Agreement (QSA) and related agreements, and the exchange agreement with San Diego County Water Authority (SDCWA). The QSA established the baseline water use for each of the agreement parties and facilitates the transfer of water from agricultural agencies to urban uses. Since the QSA, additional programs have been implemented to increase Metropolitan's CRA supplies. These include the PVID Land Management, Crop Rotation, and Water Supply Program, as well as the Lower Colorado River Water Supply Project. The 2007 Interim Guidelines provided for the coordinated operation of Lake Powell and Lake Mead, as well as the Intentionally Created Surplus (ICS) program that allows Metropolitan to store water in Lake Mead.

Storage Investments/Facilities

Surface and groundwater storage are critical elements of Southern California's water resources strategy and help Metropolitan reduce its reliance on the Delta. Because California experiences dramatic swings in weather and hydrology, storage is important to regulate those swings and mitigate possible supply shortages. Surface and groundwater storage provide a means of storing water during normal and wet years for later use during dry years, when imported supplies are limited. The Metropolitan system, for purposes of meeting demands during times of shortage, regulating system flows, and ensuring system reliability in the event of a system outage, provides over 1,000,000 acre-feet of system storage capacity. Diamond Valley Lake provides 810,000 acre feet of that storage capacity, effectively doubling Southern California's previous surface water storage capacity. Other existing imported water storage available to the region consists of Metropolitan's raw water reservoirs, a share of the SWP's raw water reservoirs in and near the service area, and the portion of the groundwater basins used for conjunctive-use storage.

Since the early twentieth century, DWR and Metropolitan have constructed surface water reservoirs to meet emergency, drought/seasonal, and regulatory water needs for Southern California. These reservoirs include Pyramid Lake, Castaic Lake, Elderberry Forebay, Silverwood Lake, Lake Perris, Lake Skinner, Lake Mathews, Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, Orange County Reservoir, and Metropolitan's Diamond Valley Lake (DVL). Some reservoirs such as Live Oak Reservoir, Garvey Reservoir, Palos Verdes Reservoir, and Orange County Reservoir, which have a total combined capacity of about 3,500 AF, are used solely for regulating purposes. The total gross storage capacity for the larger remaining reservoirs is 1,757,600 AF. However, not all of the gross storage capacity is available to Metropolitan; dead storage and storage allocated to others reduce the amount of storage that is available to Metropolitan to 1,665,200 AF.

Conjunctive use of the aquifers offers another important source of dry year supplies. Unused storage in Southern California groundwater basins can be used to optimize imported water supplies, and the development of groundwater storage projects allows effective management and regulation of the region's major imported supplies from the Colorado River and SWP. Over the years, Metropolitan has implemented conjunctive use through various programs in the service area; the following table lists the groundwater conjunctive use programs that have been developed in the region.

Program	Metropolitan Agreement Partners	Program Term	Max Storage AF	Dry-Year Yield AF/Yr
Long Beach Conjunctive Use Storage Project (Central Basin)	Long Beach	June 2002-2027	13,000	4,300
Foothill Area Groundwater Storage Program (Monkhill/ Raymond Basin)	Foothill MWD	February 2003-2028	9,000	3,000
Orange County Groundwater Conjunctive Use Program	MWDOC OCWD	June 2003-2028	66,000+	22,000
Chino Basin Conjunctive Use Programs	IEUA TVMWD Watermaster	June 2003-2028	100,000	33,000
Live Oak Basin Conjunctive Use Project (Six Basins)	TVMWD City of La Verne	October 2002-2027	3,000	1,000
City of Compton Conjunctive Use Project (Central Basin)	Compton	February 2005-2030	2,289	763
Long Beach Conjunctive Use Program Expansion in Lakewood (Central Basin)	Long Beach	July 2005-2030	3,600	1,200
Upper Claremont Basin Groundwater Storage Program (Six Basins)	TVMWD	Sept. 2005- 2030	3,000	1,000
Elsinore Basin Conjunctive Use Storage Program	Western MWD Elsinore Valley MWD	May 2008- 2033	12,000	4,000
TOTAL			211,889	70,263

Metropolitan Demand Management Programs

Demand management costs are Metropolitan’s expenditures for funding local water resource development programs and water conservation programs. These Demand Management Programs incentivize the development of local water supplies and the conservation of water to reduce the need to import water to deliver to Metropolitan’s member agencies. These programs are implemented below the delivery points between Metropolitan’s and its member agencies’ distribution systems and, as such, do not add any water to Metropolitan’s supplies. Rather, the effect of these downstream programs is to produce a local supply of water for the local agencies and to reduce demands by member agencies for water imported through Metropolitan’s system. The following discussions outline how Metropolitan funds local resources and conservation programs for the benefit of all of its member agencies and the entire Metropolitan service area. Notably, the history of demand management by Metropolitan’s member agencies and the local agencies that purchase water from Metropolitan’s members has spanned more than four decades. The significant history of the programs is another reason it would be difficult to attempt to assign a portion of such funding to any one individual member agency.

Local Resources Programs

In 1982, Metropolitan began providing financial incentives to its member agencies to develop new local supplies to assist in meeting the region’s water needs. Because of Metropolitan’s regional distribution system, these programs benefit all member agencies regardless of project location because they help

to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's infrastructure, reduce system costs and free up conveyance capacity to the benefit of all the agencies that rely on water from Metropolitan.

For example, the Groundwater Replenishment System (GWRS) operated by the Orange County Water District is the world's largest water purification system for indirect potable reuse. It was funded, in part, by Metropolitan's member agencies through the Local Resources Program. Annually, the GWRS produces approximately 103,000 acre-feet of reliable, locally controlled, drought-proof supply of high-quality water to recharge the Orange County Groundwater Basin and protect it from seawater intrusion. The GWRS is a premier example of a regional project that significantly reduced the need to utilize imported water for groundwater replenishment in Metropolitan's service area, increasing regional and local supply reliability and reducing the region's reliance on imported supplies, including supplies from the State Water Project.

Metropolitan's local resource programs have evolved through the years to better assist Metropolitan's member agencies in increasing local supply production. The following is a description and history of the local supply incentive programs.

Local Projects Program

In 1982, Metropolitan initiated the Local Projects Program (LPP), which provided funding to member agencies to facilitate the development of recycled water projects. Under this approach, Metropolitan contributed a negotiated up-front funding amount to help finance project capital costs. Participating member agencies were obligated to reimburse Metropolitan over time. In 1986, the LPP was revised, changing the up-front funding approach to an incentive-based approach. Metropolitan contributed an amount equal to the avoided State Water Project pumping costs for each acre-foot of recycled water delivered to end-use consumers. This funding incentive was based on the premise that local projects resulted in the reduction of water imported from the Delta and the associated pumping cost. The incentive amount varied from year to year depending on the actual variable power cost paid for State Water Project imports. In 1990, Metropolitan's Board increased the LPP contribution to a fixed rate of \$154 per acre-foot, which was calculated based on Metropolitan's avoided capital and operational costs to convey, treat, and distribute water, and included considerations of reliability and service area demands.

Groundwater Recovery Program

The drought of the early 1990s sparked the need to develop additional local water resources, aside from recycled water, to meet regional demand and increase regional water supply reliability. In 1991, Metropolitan conducted the Brackish Groundwater Reclamation Study which determined that large amounts of degraded groundwater in the region were not being utilized. Subsequently, the Groundwater Recovery Program (GRP) was established to assist the recovery of otherwise unusable groundwater degraded by minerals and other contaminants, provide access to the storage assets of the degraded groundwater, and maintain the quality of groundwater resources by reducing the spread of degraded plumes.

Local Resources Program

In 1995, Metropolitan's Board adopted the Local Resources Program (LRP), which combined the LPP and GRP into one program. The Board allowed for existing LPP agreements with a fixed incentive rate to convert to the sliding scale up to \$250 per acre-foot, similar to GRP incentive terms. Those agreements that were converted to LRP are known as "LRP Conversions."

Competitive Local Projects Program

In 1998, the Competitive Local Resources Program (Competitive Program) was established. The Competitive Program encouraged the development of recycled water and recovered groundwater through a process that emphasized cost-efficiency to Metropolitan, timing new production according to regional need while minimizing program administration cost. Under the Competitive Program, agencies

requested an incentive rate up to \$250 per acre-foot of production over 25 years under a Request for Proposals (RFP) for the development of up to 53,000 acre-feet per year of new water recycling and groundwater recovery projects. In 2003, a second RFP was issued for the development of an additional 65,000 acre-feet of new recycled water and recovered groundwater projects through the LRP.

Seawater Desalination Program

Metropolitan established the Seawater Desalination Program (SDP) in 2001 to provide financial incentives to member agencies for the development of seawater desalination projects. In 2014, seawater desalination projects became eligible for funding under the LRP, and the SDP was ended.

2007 Local Resources Program

In 2006, a task force comprised of member agency representatives was formed to identify and recommend program improvements to the LRP. As a result of the task force process, the 2007 LRP was established with a goal of 174,000 acre-feet per year of additional local water resource development. The new program allowed for an open application process and eliminated the previous competitive process. This program offered sliding scale incentives of up to \$250 per acre-foot, calculated annually based on a member agency's actual local resource project costs exceeding Metropolitan's prevailing water rate.

2014 Local Resources Program

A series of workgroup meetings with member agencies was held to identify the reasons why there was a lack of new LRP applications coming into the program. The main constraint identified by the member agencies was that the \$250 per acre-foot was not providing enough of an incentive for developing new projects due to higher construction costs to meet water quality requirements and to develop the infrastructure to reach end-use consumers located further from treatment plants. As a result, in 2014, the Board authorized an increase in the maximum incentive amount, provided alternative payment structures, included onsite retrofit costs and reimbursable services as part of the LRP, and added eligibility for seawater desalination projects. The current LRP incentive payment options are structured as follows:

- Option 1 – Sliding scale incentive up to \$340/AF for a 25-year agreement term
- Option 2 – Sliding scale incentive up to \$475/AF for a 15-year agreement term
- Option 3 – Fixed incentive up to \$305/AF for a 25-year agreement term

On-site Retrofit Programs

In 2014, Metropolitan's Board also approved the On-site Retrofit Pilot Program which provided financial incentives to public or private entities toward the cost of small-scale improvements to their existing irrigation and industrial systems to allow connection to existing recycled water pipelines. The On-site Retrofit Pilot Program helped reduce recycled water retrofit costs to the end-use consumer which is a key constraint that limited recycled water LRP projects from reaching full production capacity. The program incentive was equal to the actual eligible costs of the on-site retrofit, or \$975 per acre-foot of up-front cost, which equates to \$195 per acre-foot for an estimated five years of water savings (\$195/AF x 5 years) multiplied by the average annual water use in previous three years, whichever is less. The Pilot Program lasted two years and was successful in meeting its goal of accelerating the use of recycled water.

In 2016, Metropolitan's Board authorized the On-site Retrofit Program (ORP), with an additional budget of \$10 million. This program encompassed lessons learned from the Pilot Program and feedback from member agencies to make the program more streamlined and improve its efficiency. As of fiscal year 2019/20, the ORP has successfully converted 440 sites, increasing the use of recycled water by 12,691 acre-feet per year.

Stormwater Pilot Programs

In 2019, Metropolitan's Board authorized both the Stormwater for Direct Use Pilot Program and a Stormwater for Recharge Pilot Program to study the feasibility of reusing stormwater to help meet regional demands in Southern California. These pilot programs are intended to encourage the development, monitoring, and study of new and existing stormwater projects by providing financial incentives for their construction/retrofit and monitoring/reporting costs. These pilot programs will help evaluate the potential benefits delivered by stormwater capture projects and provide a basis for potential future funding approaches. Metropolitan's Board authorized a total of \$12.5 million for the stormwater pilot programs (\$5 million for the District Use Pilot and \$7.5 million for the Recharge Pilot).

Current Status and Results of Metropolitan's Local Resource Programs

Today, nearly one-half of the total recycled water and groundwater recovery production in the region has been developed with an incentive from one or more of Metropolitan's local resource programs. During fiscal year 2020, Metropolitan provided about \$13 million for production of 71,000 acre-feet of recycled water for non-potable and indirect potable uses. Metropolitan provided about \$4 million to support projects that produced about 50,000 acre-feet of recovered groundwater for municipal use. Since 1982, Metropolitan has invested \$680 million to fund 85 recycled water projects and 27 groundwater recovery projects that have produced a cumulative total of about 4 million acre-feet.

Conservation Programs

Metropolitan's regional conservation programs and approaches have a long history. Decades ago, Metropolitan recognized that demand management at the consumer level would be an important part of balancing regional supplies and demands. Water conservation efforts were seen as a way to reduce the need for imported supplies and offset the need to transport or store additional water into or within the Metropolitan service area. The actual conservation of water takes place at the retail consumer level. Regional conservation approaches have proven to be effective at reaching retail consumers throughout Metropolitan's service area and successfully implementing water saving devices, programs and practices. Through the pooling of funding by Metropolitan's member agencies, Metropolitan is able to engage in regional campaigns with wide-reaching impact. Regional investments in demand management programs, of which conservation is a key part along with local supply programs, benefit all member agencies regardless of project location. These programs help to increase regional water supply reliability, reduce demands for imported water supplies, decrease the burden on Metropolitan's infrastructure, reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Incentive-Based Conservation Programs

Conservation Credits Program

In 1988, Metropolitan's Board approved the Water Conservation Credits Program (Credits Program). The Credits Program is similar in concept to the Local Projects Program (LPP). The purpose of the Credits Program is to encourage local water agencies to implement effective water conservation projects through the use of financial incentives. The Credits Program provides financial assistance for water conservation projects that reduce demands on Metropolitan's imported water supplies and require Metropolitan's assistance to be financially feasible.

Initially, the Credits Program provided 50 percent of a member agency's program cost, up to a maximum of \$75 per acre-foot of estimated water savings. The \$75 Base Conservation Rate was established based Metropolitan's avoided cost of pumping SWP supplies. The Base Conservation Rate has been revisited by Metropolitan's Board and revised twice since 1988, from \$75 to \$154 per acre-foot in 1990 and from \$154 to \$195 per acre-foot in 2005.

In fiscal year 2020 Metropolitan processed more than 30,400 rebate applications totaling \$18.9 million.

Member Agency Administered Program

Some member agencies also have unique programs within their service areas that provide local rebates that may differ from Metropolitan's regional program. Metropolitan continues to support these local efforts through a member agency administered funding program that adheres to the same funding guidelines as the Credits Program. The Member Agency Administered Program allows member agencies to receive funding for local conservation efforts that supplement, but do not duplicate, the rebates offered through Metropolitan's regional rebate program.

Water Savings Incentive Program

There are numerous commercial entities and industries within Metropolitan's service area that pursue unique savings opportunities that do not fall within the general rebate programs that Metropolitan provides. In 2012, Metropolitan designed the Water Savings Incentive Program (WSIP) to target these unique commercial and industrial projects. In addition to rebates for devices, under this program, Metropolitan provides financial incentives to businesses and industries that created their own custom water efficiency projects. Qualifying custom projects can receive funding for permanent water efficiency changes that result in reduced potable demand.

Non-Incentive Conservation Programs

In addition to its incentive-based conservation programs, Metropolitan also undertakes additional efforts throughout its service area that help achieve water savings without the use of rebates. Metropolitan's non-incentive conservation efforts include:

- residential and professional water efficient landscape training classes
- water audits for large landscapes
- research, development and studies of new water saving technologies
- advertising and outreach campaigns
- community outreach and education programs
- advocacy for legislation, codes, and standards that lead to increased water savings

Current Status and Results of Metropolitan's Conservation Programs

Since 1990, Metropolitan has invested \$824 million in conservation rebates that have resulted in a cumulative savings of 3.27 million acre-feet of water. These investments include \$450 million in turf removal and other rebates during the last drought which resulted in 175 million square feet of lawn turf removed. During fiscal year 2020, 1.06 million acre-feet of water is estimated to have been conserved. This annual total includes Metropolitan's Conservation Credits Program; code-based conservation achieved through Metropolitan-sponsored legislation; building plumbing codes and ordinances; reduced consumption resulting from changes in water pricing; and pre-1990 device retrofits.

Infeasibility of Accounting Regional Investments in Reduced Reliance Below the Regional Level

The accounting of regional investments that contribute to reduced reliance on supplies from the Delta watershed is straightforward to calculate and report at the regional aggregate level. However, any similar accounting is infeasible for the individual member agencies or their customers. As described above, the region (through Metropolitan) makes significant investments in projects, programs and other resources that reduce reliance on the Delta. In fact, all of Metropolitan's investments in Colorado River supplies, groundwater and surface storage, local resources development and demand management measures that reduce reliance on the Delta are collectively funded by revenues generated from the member agencies through rates and charges.

Metropolitan's revenues cannot be matched to the demands or supply production history of an individual agency, or consistently across the agencies within the service area. Each project or program funded by the region has a different online date, useful life, incentive rate and structure, and production schedule. It is infeasible to account for all these things over the life of each project or program and provide a nexus to each member agency's contributions to Metropolitan's revenue stream over time. Accounting at the regional level allows for the incorporation of the local supplies and water use efficiency programs done by member agencies and their customers through both the regional programs and through their own specific local programs. As shown above, despite the infeasibility of accounting reduced Delta reliance below the regional level, Metropolitan's member agencies and their customers have together made substantial contributions to the region's reduced reliance.

Because of this infeasibility to separate out the individual member agency's reduced reliance on the Delta, Metropolitan has completed the analysis to demonstrate a regional wide reduction which is shown in Table C-4.

4. Summary of Expected Outcomes for Reduced Reliance on the Delta

As stated in WR P1(c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The expected outcomes for Eastern Municipal Water District's Delta reliance and regional self-reliance were developed using the approach and guidance described in Appendix C of DWR's Urban Water Management Plan Guidebook 2020 (Guidebook Appendix C) issued in March 2021.

Regional Self-Reliance

The data used to demonstrate increased regional self-reliance in this analysis represent the total regional efforts of EMWD and its customers and were developed in conjunction with Metropolitan as part of the UWMP coordination process. In accordance with UMWP requirements, EMWD's customers also report demands and supplies for their service areas in their respective UWMPs. The data reported by those agencies are not additive to the regional totals shown in EMWD's UWMP, rather their reporting represents subtotals of the regional total and should be considered as such for the purposes of determining regional self-reliance.

The results show that EMWD and its customers are measurably reducing reliance on the Delta and improving regional self-reliance.

Reduced Reliance on Supplies from the Delta Watershed

For reduced reliance on supplies from the Delta Watershed, the data used in this analysis represent the total regional efforts of Metropolitan and its member agencies and their customers (many of them retail agencies) and were developed in conjunction with EMWD and other Metropolitan member agencies as part of the UWMP coordination process (as described in Section 5 of Metropolitan's 2020 UWMP). In accordance with UMWP requirements, Metropolitan's member agencies and their customers (many of them retail agencies) also report demands and supplies for their service areas in their respective UWMPs. The data reported by those agencies are not additive to the regional totals shown in Metropolitan's UWMP, rather their reporting represents subtotals of the regional total and should be considered as such for the purposes of determining reduced reliance on the Delta.

While the demands that Metropolitan's member agencies and their customers report in their UWMP's are a good reflection of the demands in their respective service areas, they do not adequately represent each water suppliers' individual contributions to reduced reliance on the Delta. To calculate and report their reliance on water supplies from the Delta watershed, water suppliers that receive water from the Delta through other regional or wholesale water suppliers would need to determine the amount of Delta water that they receive from the regional or wholesale supplier. Two specific pieces of information are

needed to accomplish this, first is the quantity of demands on the regional or wholesale water supplier that accurately reflect a supplier's contributions to reduced reliance on the Delta and second is the quantity of a supplier's demands on the regional or wholesale water supplier that are met by supplies from the Delta watershed.

For water suppliers that make investments in regional projects or programs it may be infeasible to quantify their demands on the regional or wholesale water supplier in a way that accurately reflects their individual contributions to reduced reliance on the Delta. Due to the extensive, long-standing, and successful implementation of regional demand management and local resource incentive programs in Metropolitan's service area, this infeasibility holds true for Metropolitan's members as well as their customers. For Metropolitan's service area, reduced reliance on supplies from the Delta watershed can only be accurately accounted for at the regional level.

The results show that as a region, Metropolitan and its members (including EMWD) as well as their customers are measurably reducing reliance on the Delta and improving regional self-reliance.

5. UWMP Implementation

In addition to the analysis and documentation described above, WR P1 subsection (c)(1)(B) requires that all programs and projects included in the UWMP that are locally cost-effective and technically feasible, which reduce reliance on the Delta, are identified, evaluated, and implemented consistent with the implementation schedule. WR P1 (c)(1)(B) states that:

(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta[.]

In accordance with Water Code Section 10631(f), water suppliers must already include in their UWMP a detailed description of expected future projects and programs that they may implement to increase the amount of water supply available to them in normal and single-dry water years and for a period of drought lasting five consecutive years. The UWMP description must also identify specific projects, include a description of the increase in water supply that is expected to be available from each project, and include an estimate regarding the implementation timeline for each project or program.

Chapter 6 of EMWD's 2020 UWMP summarizes the implementation plan and continued progress in developing a diversified water portfolio to meet the region's water needs.

6. 2015 UWMP Appendix M

The information contained in this appendix is also intended to be a new Appendix M to EMWD's 2015 UWMP consistent with WR P1 subsection (c)(1)(C) (Cal. Code Regs. tit. 23, § 5003). EMWD provided notice of the availability of the draft 2020 UWMP, 2021 WSCP, and the new Appendix M to the 2015 UWMP and held a public hearing to consider adoption of the documents in accordance with CWC Sections 10621(b) and 10642, and Government Code Section 6066, and Chapter 17.5 (starting with Section 7290) of Division 7 of Title 1 of the Government Code. The public review drafts of the 2020 UWMP, Appendix M to the 2015 UWMP, and the 2021 WSCP were posted on EMWD's website, emwd.org, in advance of the public hearing on June 30, 2021. The notice of availability of the documents was sent to EMWD's customers, as well as cities and counties in EMWD's service area. Copies of the notification letter sent to the customers and cities and counties in EMWD's service area are included in the 2020 UWMP Appendix J. Thus, this Appendix L to EMWD's 2020 UWMP, which was adopted with EMWD's 2020 UWMP, will also be recognized and treated as Appendix M to EMWD's 2015 UWMP.

EMWD held the public hearing for the draft 2020 UWMP, draft Appendix M to the 2015 UWMP, and draft 2021 WSCP on June 30, 2021, at a regular Board of Directors meeting, with an option to join virtually due to COVID-19 concerns. EMWD's Board of Directors determined that the 2020 UWMP and the 2021 WSCP accurately represent the water resources plan for EMWD's service area. In addition,

EMWD's Board of Directors determined that Appendix M to the 2015 UWMP and Appendix L to the 2020 UWMP include all of the elements described in Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (Cal. Code Regs. tit. 23, § 5003), which need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action. The EMWD Board of Directors adopted the 2020 UWMP, Appendix M to the 2015 UWMP, and the 2021 WSCP and authorized their submittal to the State of California. Copies of the resolutions are included in the 2020 UWMP Appendix K.

Reduced Reliance Calculation - Data Template

Table C-1: Optional Calculation of Water Use Efficiency -To be completed if Water Supplier does not specifically estimate Water Use Efficiency as a supply

Service Area Water Use Efficiency Demands (Acre-Feet)		Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For		196,100	172,878	189,932	216,953	245,050	251,073	263,740	274,962
Non-Potable Water Demands		47,834	46,326	41,569	52,800	59,200	57,200	62,800	67,400
Potable Service Area Demands with Water Use Efficiency Accounted For		148,266	126,552	148,363	164,153	185,850	193,873	200,940	207,562

Total Service Area Population		Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Population		720,669	761,221	859,160	921,207	983,255	1,045,302	1,088,325	1,131,348

Water Use Efficiency Since Baseline (Acre-Feet)		Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Per Capita Water Use (GPCD)		184	148	154	159	169	166	165	164
Change in Per Capita Water Use from Baseline (GPCD)			(35)	(30)	(25)	(15)	(18)	(19)	(20)
Estimated Water Use Efficiency Since Baseline			30,057	28,395	25,371	16,438	21,181	22,965	25,194

Table C-2: Calculation of Service Area Water Demands Without Water Use Efficiency

Total Service Area Water Demands (Acre-Feet)		Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For		196,100	172,878	189,932	216,953	245,050	251,073	263,740	274,962
Reported Water Use Efficiency or Estimated Water Use Efficiency Since Baseline			30,057	28,395	25,371	16,438	21,181	22,965	25,194
Service Area Water Demands without Water Use Efficiency Accounted For		196,100	202,935	218,327	242,323	261,489	272,254	286,705	300,156

Table C-3: Calculation of Supplies Contributing to Regional Self-Reliance

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Use Efficiency	-	30,057	28,395	25,371	16,438	21,181	22,965	25,194
Water Recycling	47,322	45,385	48,200	52,800	59,200	57,200	62,800	67,400
Stormwater Capture and Use								
Advanced Water Technologies	5,787	7,288	7,310	13,400	13,400	13,400	13,400	13,400
Conjunctive Use Projects								
Local and Regional Water Supply and Storage Projects	49,764	43,952	48,001	52,008	51,924	59,896	59,893	59,889
Other Programs and Projects the Contribute to Regional Self-Reliance								
Water Supplies Contributing to Regional Self-Reliance	102,873	126,681	131,907	143,578	140,962	151,677	159,058	165,883

Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	196,100	202,935	218,327	242,323	261,489	272,254	286,705	300,156

Change in Regional Self Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies Contributing to Regional Self-Reliance	102,873	126,681	131,907	143,578	140,962	151,677	159,058	165,883
Change in Water Supplies Contributing to Regional Self-Reliance		23,808	29,033	40,705	38,089	48,804	56,185	63,010

Percent Change in Regional Self Reliance (As Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies Contributing to Regional Self-Reliance	52.5%	62.4%	60.4%	59.3%	53.9%	55.7%	55.5%	55.3%
Change in Percent of Water Supplies Contributing to Regional Self-Reliance		10.0%	8.0%	6.8%	1.4%	3.3%	3.0%	2.8%

Table C-4: Calculation of Reliance on Water Supplies from the Delta Watershed

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions								
Transfers and Exchanges	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed								
Total Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000

Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,938,000	5,032,000	5,156,000	5,261,000	5,374,000

Change in Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Water Supplies from the Delta Watershed		(419,000)	(417,000)	(301,000)	(310,000)	(312,000)	(314,000)	(314,000)

Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.1%	23.5%	22.9%	22.4%	21.9%
Change in Percent of Water Supplies from the Delta Watershed		-7.6%	-6.6%	-3.0%	-3.7%	-4.3%	-4.8%	-5.2%

