

**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.

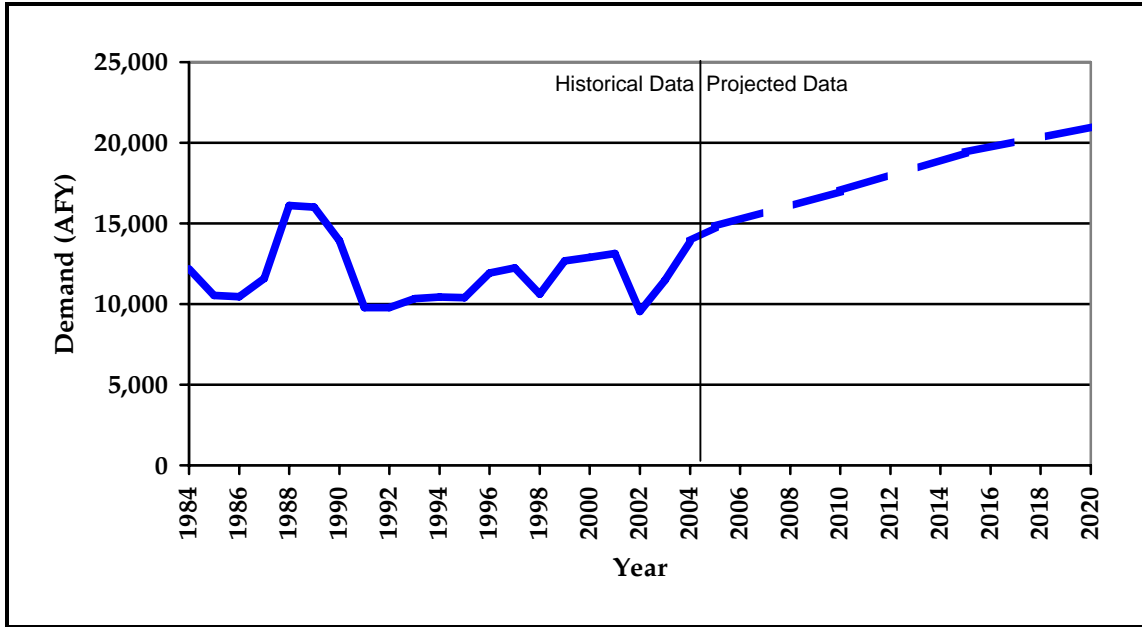


Figure 5.2 EMWD Historical and Projected Demand

### 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.

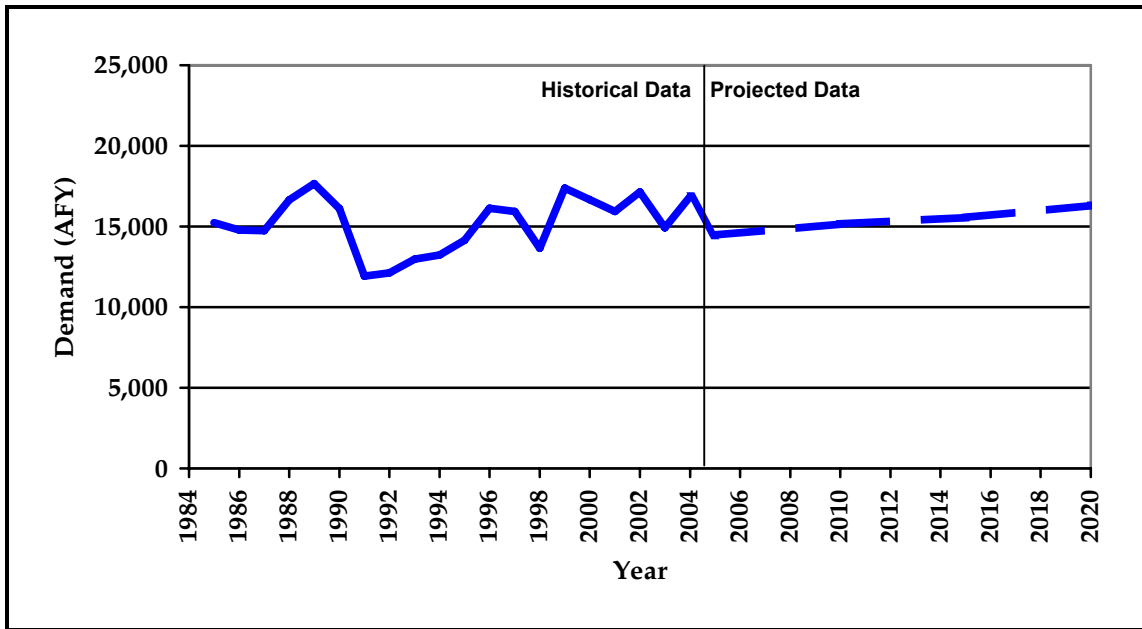
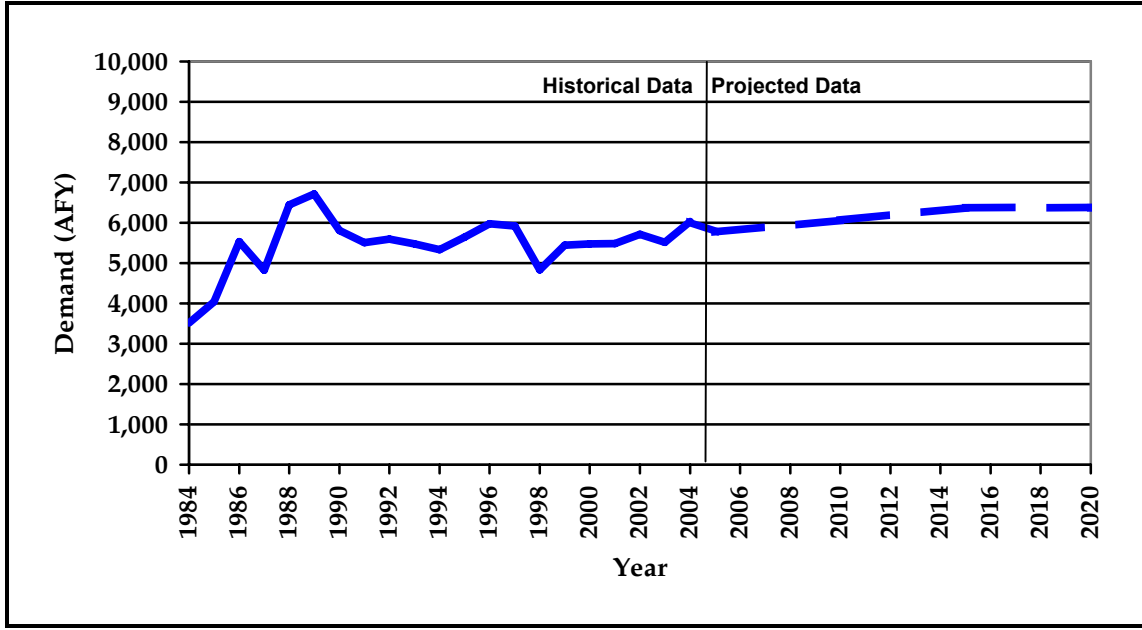


Figure 5.3 LHMWD Historical and Projected Demand

**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.

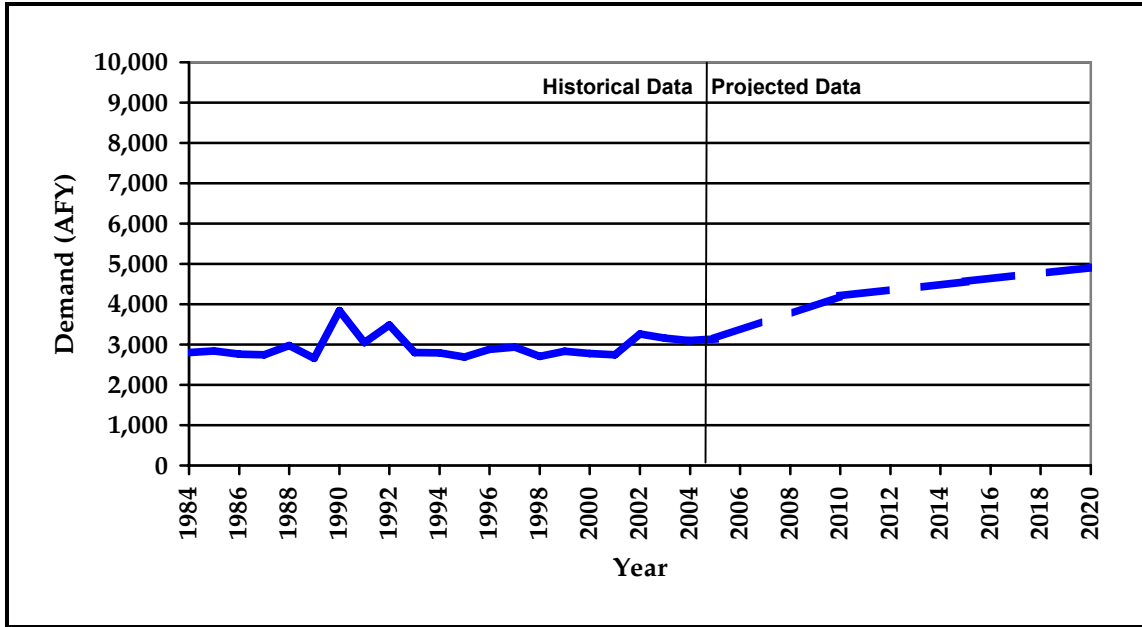


Figure 5.5 City of San Jacinto Water Service Area Historical and Projected Demand

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.

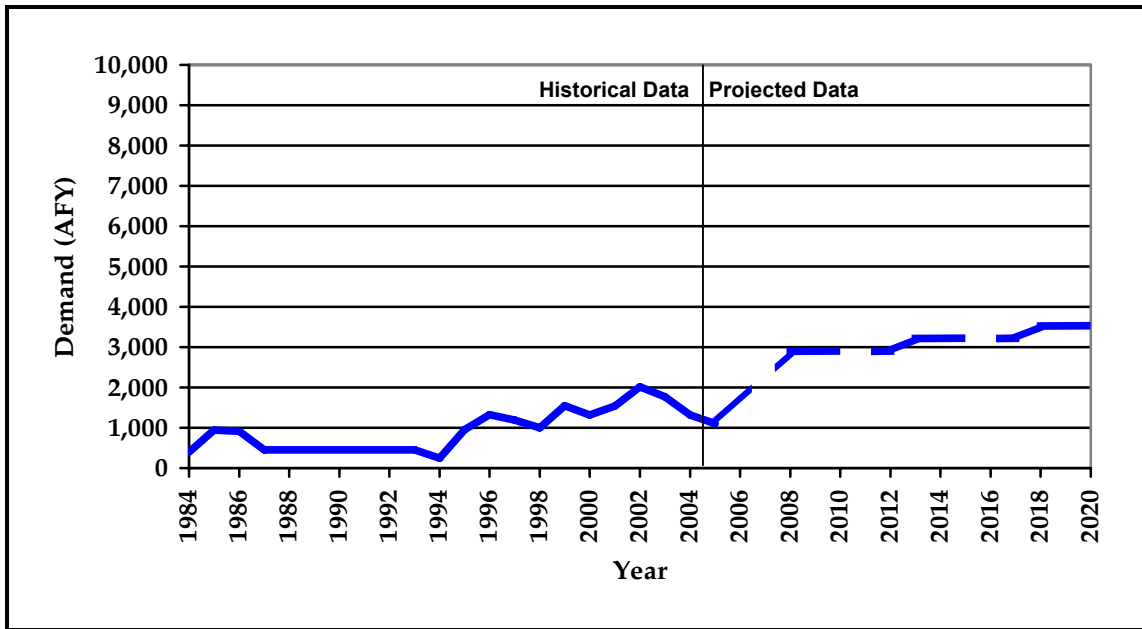


Figure 5.6 Soboba Tribe Historical and Projected Demand

### 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.

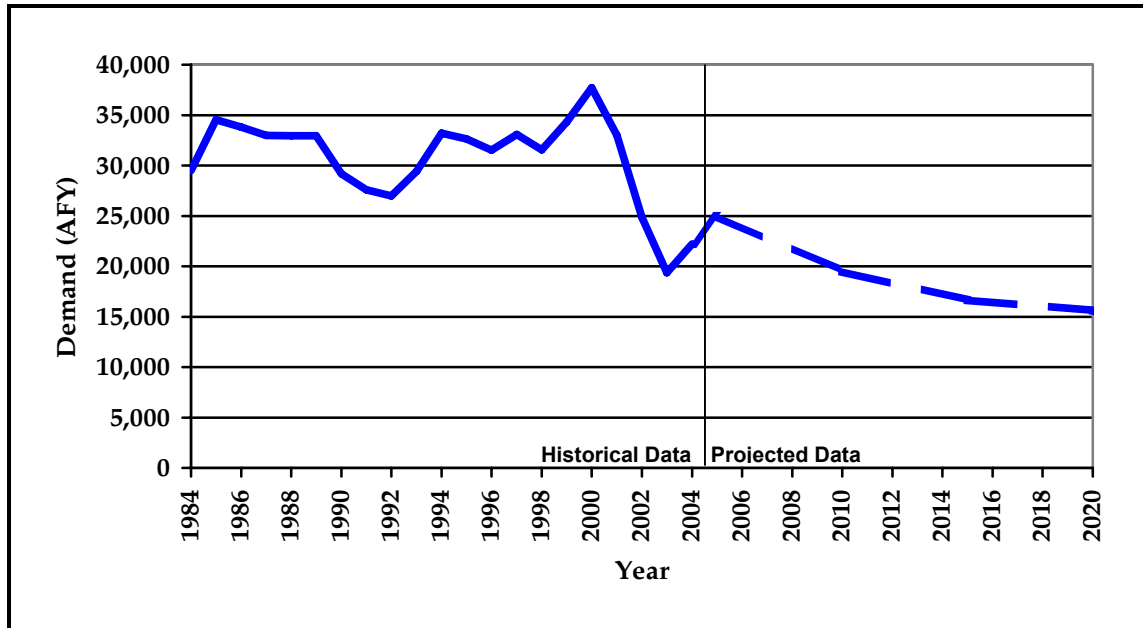


Figure 5.7 Private Water Producers Historical and Projected Demand

### 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.

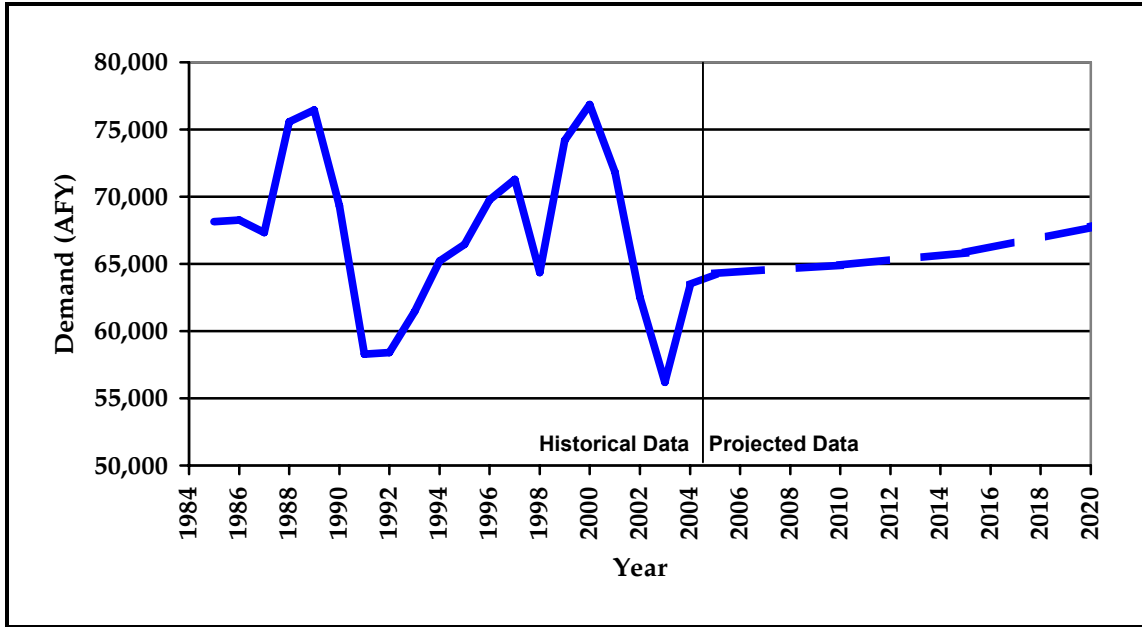


Figure 5.8 Management Area Historical and Projected Demand

### 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

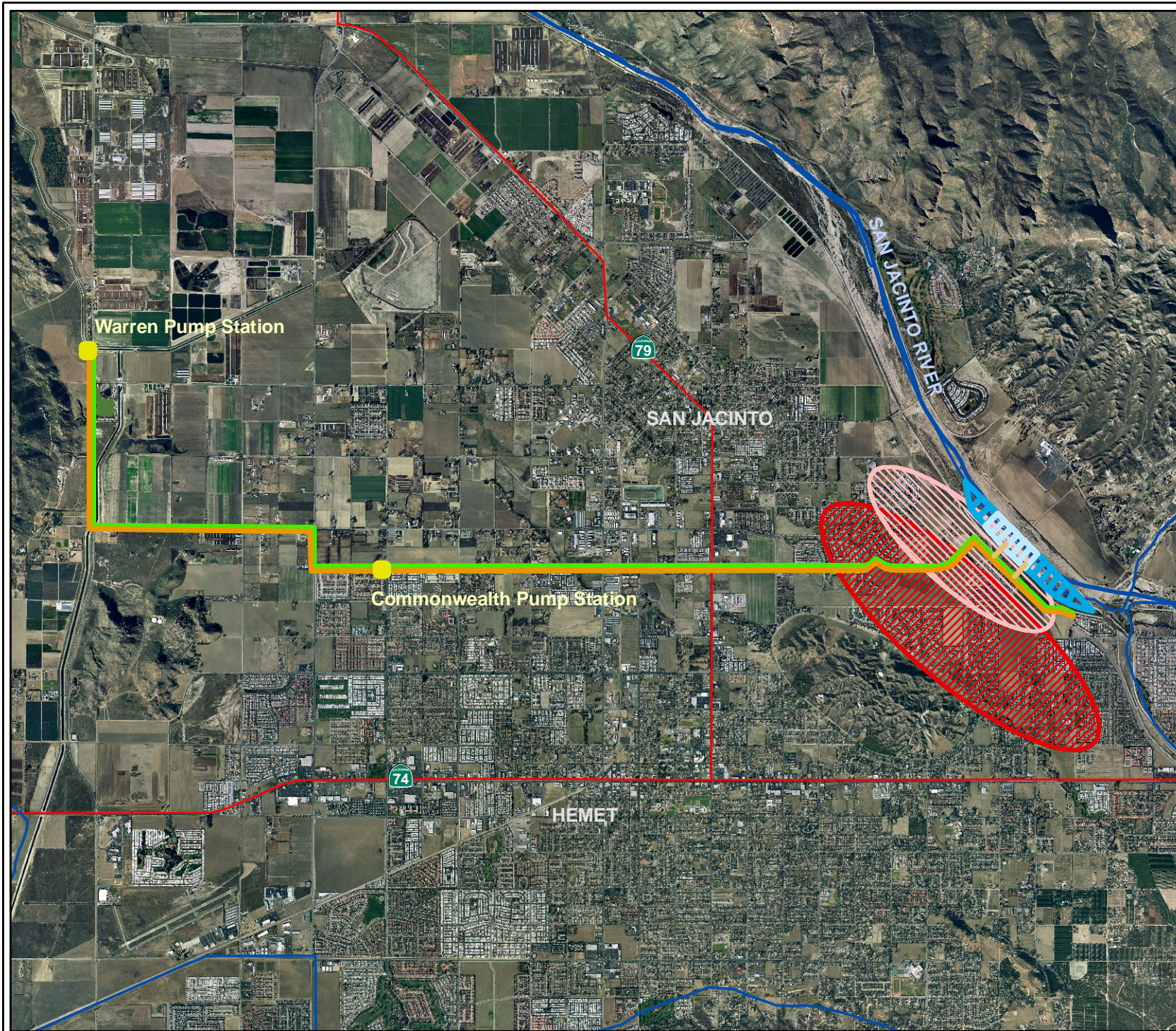
\* Number has been updated since the publication of the IRRP Feasibility Report.

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

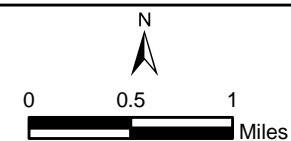
Figure 5.9

**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



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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:

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\* 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.

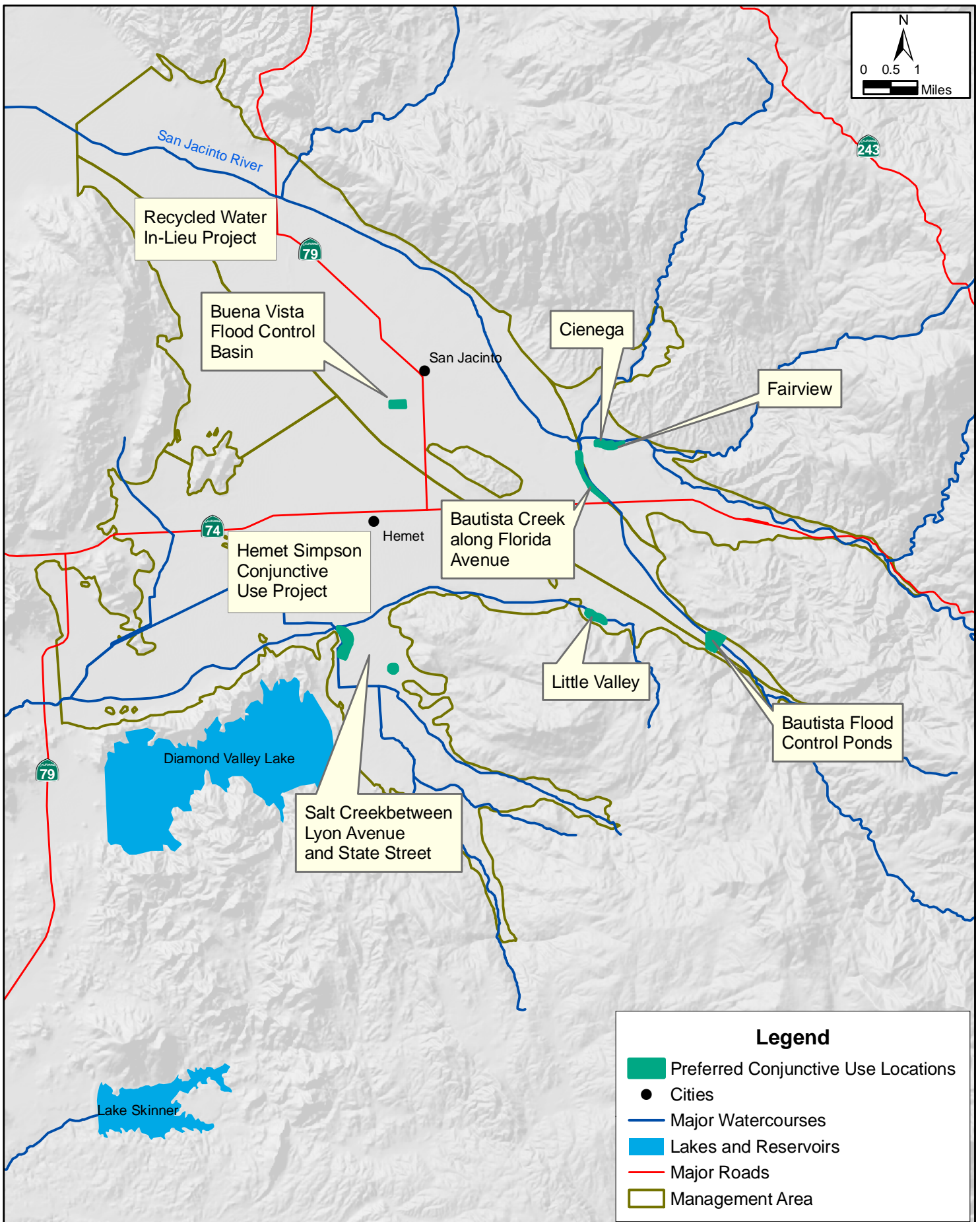
The identification of the potential sites allows for the concentration of future work on these sites. The future work includes:

- 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.

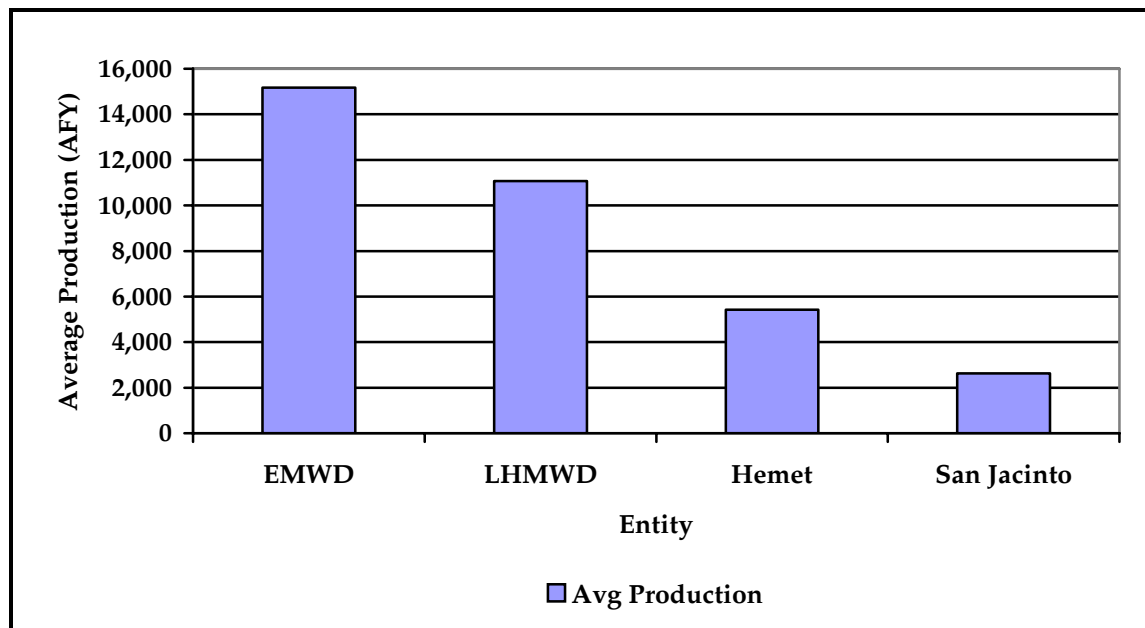


Figure 6.1 Average Annual Groundwater Production, 1995 - 1999

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**

<b>Public Agency</b>	<b>Base Production Rights (AFY)</b>	<b>Base Production Rights (Percent)</b>
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%
<b>Total</b>	<b>32,283</b>	<b>100 %</b>

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**

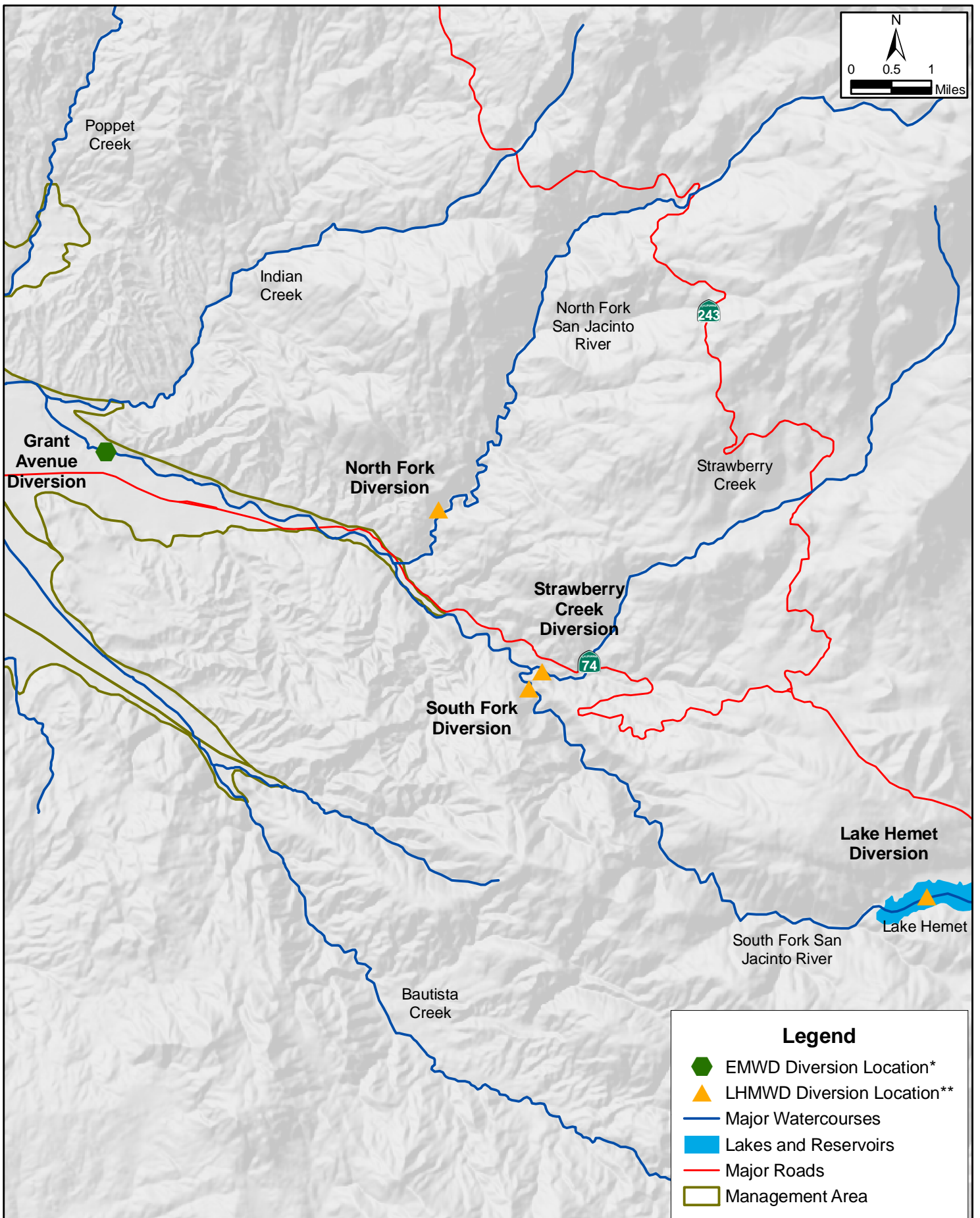
LHMWD holds pre-1914 rights to divert and store water in Lake Hemet, and to divert water from Strawberry Creek, and from the North and South Forks of the San Jacinto River (See Figure 7.1). These rights have been acquired as the successor-in-interest to rights established by the Fairview Land and Water 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.

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## 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.

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## 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.

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## **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.

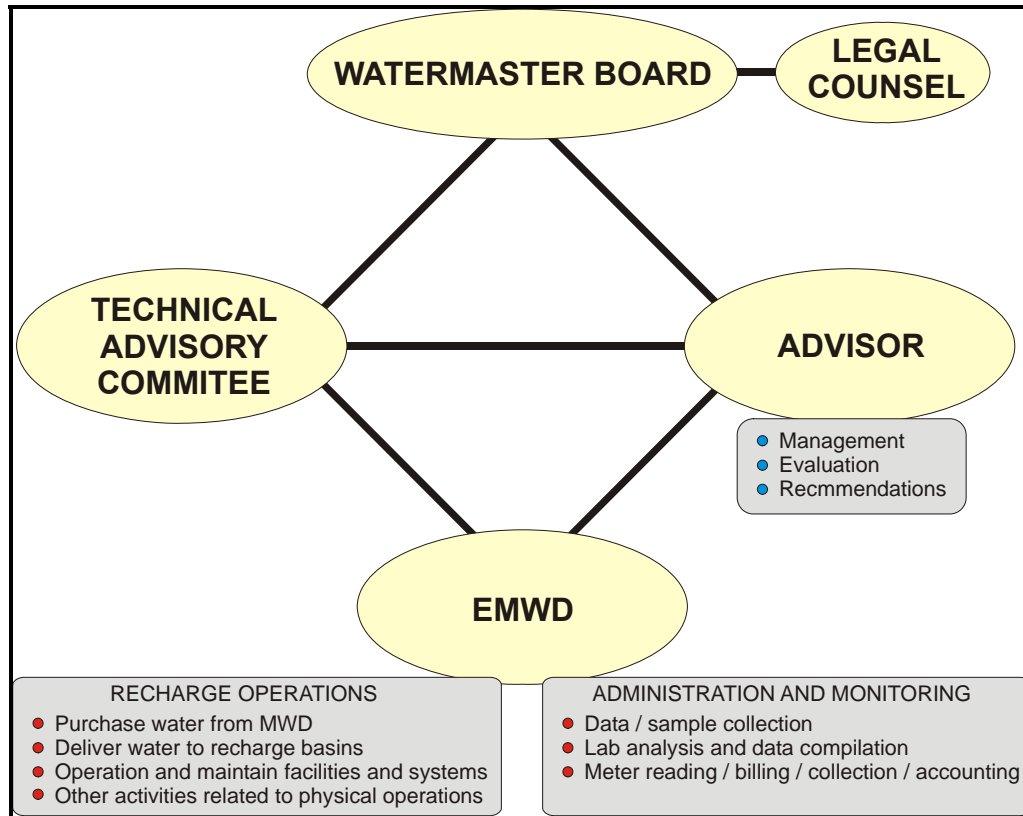
The Watermaster is responsible for administering and enforcing the provisions of the Stipulated Judgment and any subsequent instructions or orders of the Court. The implementation of the Management Plan, along with any additions or modifications as may from time to time be appropriate, and all financial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

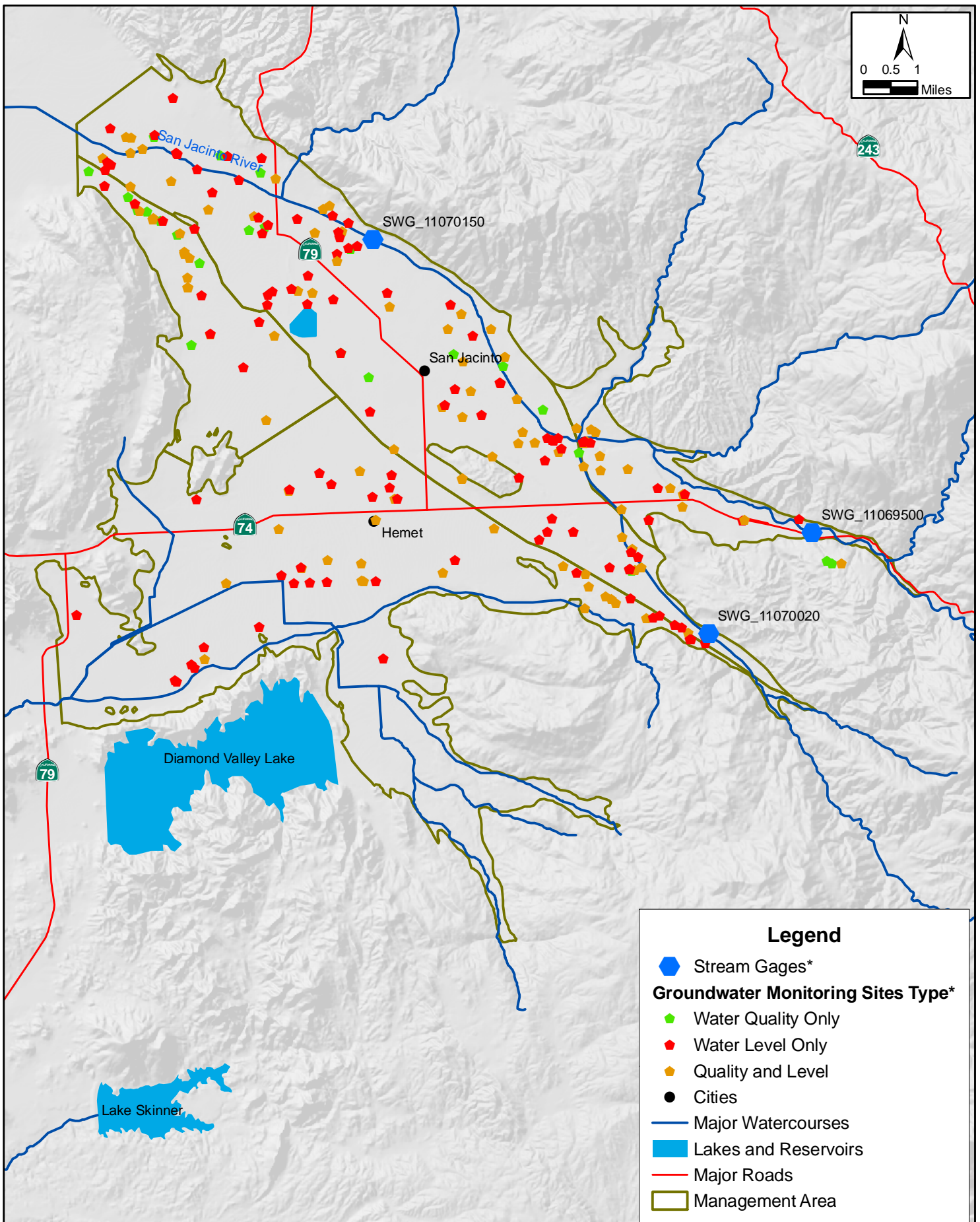
To protect groundwater supplies, an Inactive Well Capping/Sealing Program is included in the Monitoring Programs. Under this program, an inactive well or open casing will be capped/sealed at no charge to the well owner. These wells may still be used for water level and, in some cases, water quality monitoring. 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 1<sup>st</sup> 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.

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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.

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## 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**

<b>Task No.</b>	<b>Description</b>	<b>Time Required</b>	<b>Estimated Completion</b>
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 <sup>st</sup> Quarter of Each Year	On-going
9	Replenishment Assessment Payment	1 <sup>st</sup> 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.”

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;



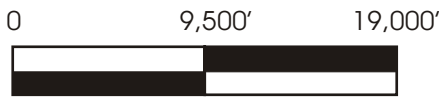
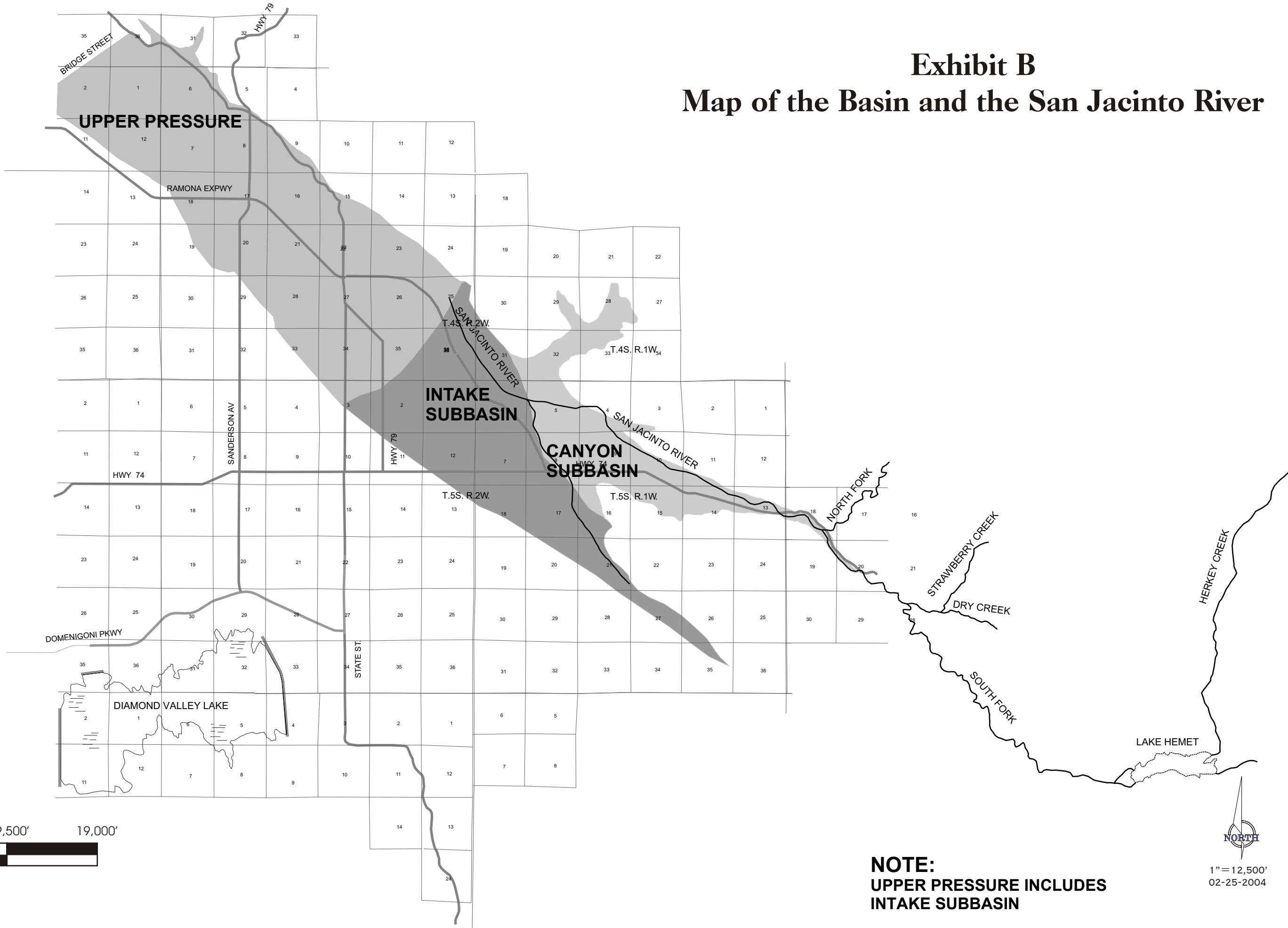
- (2) to the extent that the Settlement Agreement conflicts with this Act, the Settlement Agreement has been revised to conform with the Act;
- (3) the Settlement Agreement, revised as necessary, and the waivers and releases described in Article 5 of the Settlement Agreement and section 8 of this Act 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.:

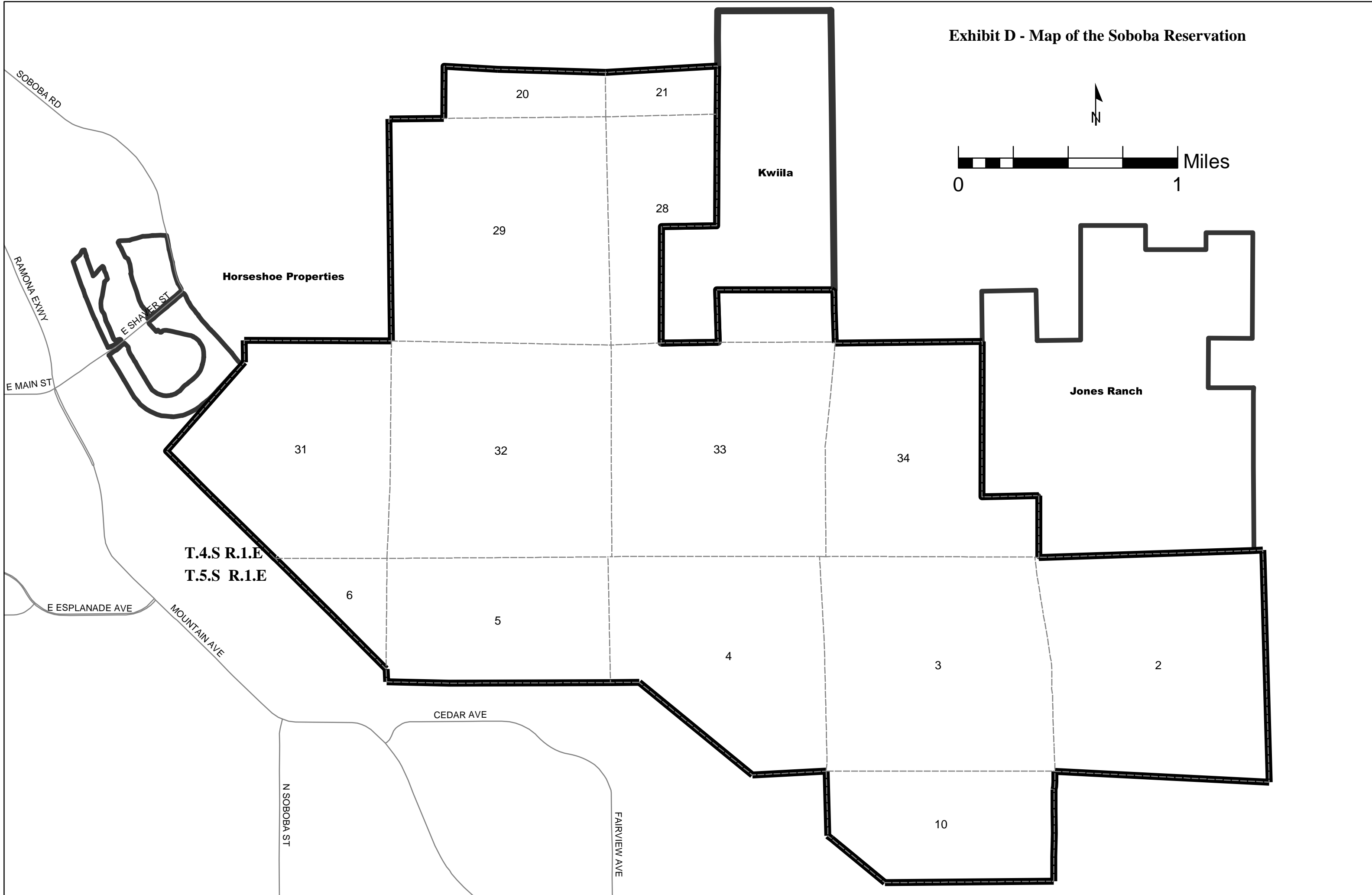
- Thence North 43-33-19 West, a distance of 1036.0201
- Thence North 40-54-46 West, a distance of 2583.7541
- Thence North 31-11-35 West, a distance of 1531.8376
- Thence North 29-04-17 West, a distance of 883.9252
- Thence North 09-00-43 East, a distance of 1454.7700
- Thence North 54-11-24 West, a 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



## **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.

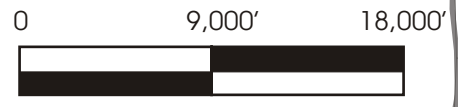
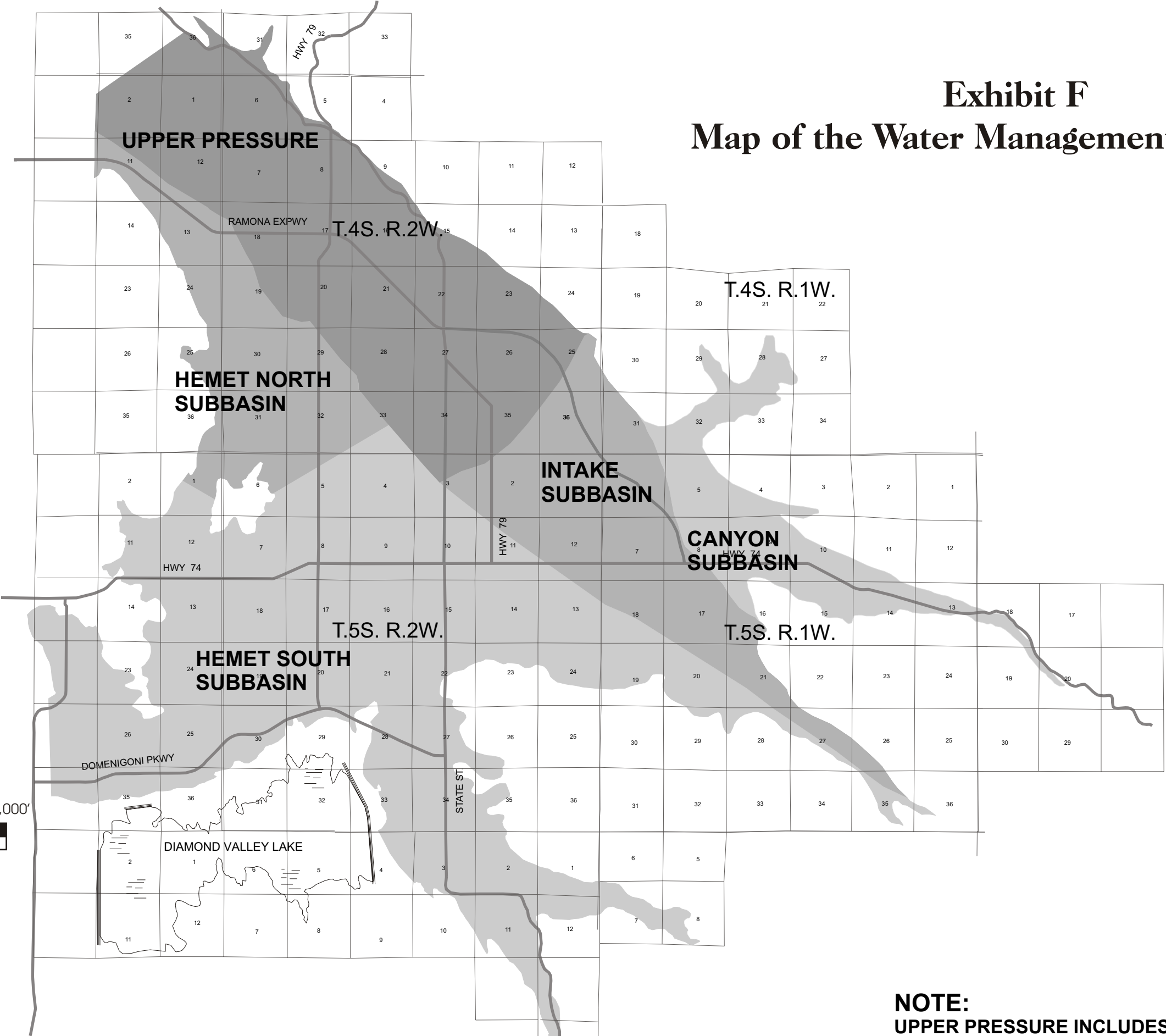
CITY OF SAN JACINTO

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. Fees

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  
1 Tribe in the Settlement Agreement and this Judgment and Decree.

2  
3 4. The foregoing rights are in full satisfaction of all of the Soboba Tribe's  
4 claims as provided in Article 5 of the Settlement Agreement.

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

9  
10 6. The Action shall be transferred to the United States District Court, Central  
11 District of California, Eastern Division.

12  
13 7. Except as may be included in the payments contemplated by the Settlement  
14 Agreement, no Party shall recover any attorney's fees or costs from any other  
15 Party.

16  
17 8. The Parties have waived their rights to appeal, and therefore, this Judgment  
18 and Decree shall become final and nonappealable as of the date it is entered. This  
19 Judgment and Decree shall become enforceable as of the date the United States  
20 Secretary of the Interior causes to be published in the Federal Register a statement  
21 of findings that all actions necessary to make the settlement effective have been  
22 completed, as required by Section 10 of the Soboba Band of Luiseño Indians  
23 Settlement Act, Public Law \_\_\_\_\_.

24  
25  
26 Dated: \_\_\_\_\_, 200\_ \_\_\_\_\_  
27 United States District Court Judge  
28

## **Exhibit I – Soboba Tribe’s Water Development Schedule**

<b>SETTLEMENT YEARS (FROM EFFECTIVE DATE)</b>	<b>MAXIMUM TRIBAL USAGE (AFA)</b>
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

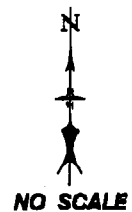
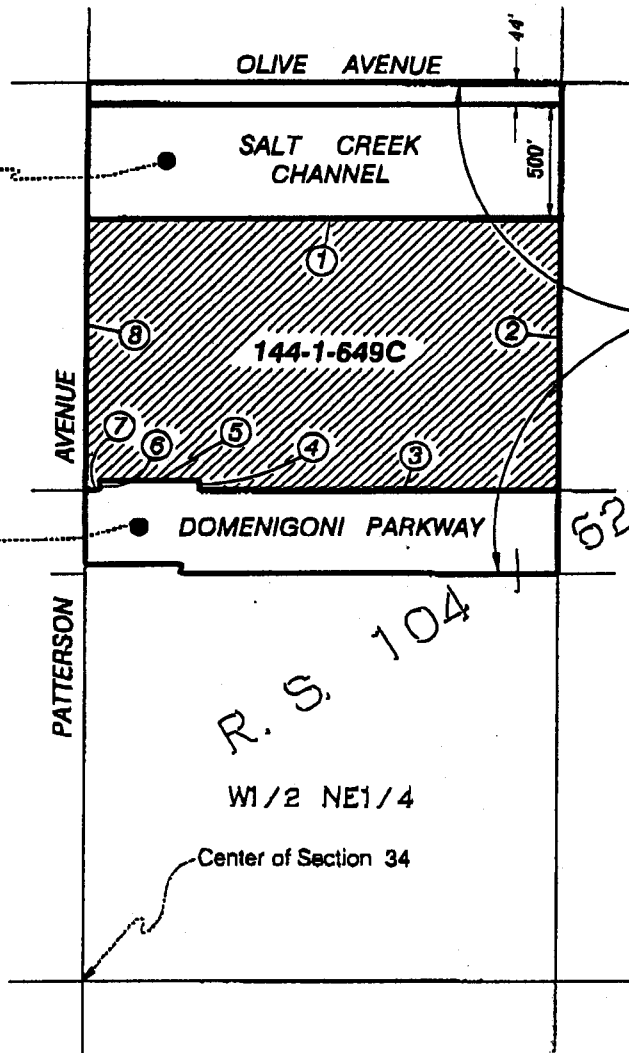

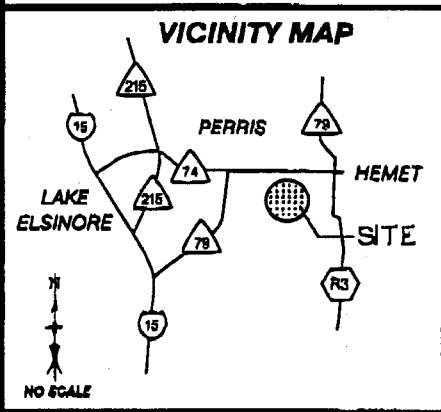


TABLE		
1	N89°49'11"E	1329.57'
2	S00°07'08"E	723.98'
3	N89°39'24"W	997.55'
4	N00°20'36"E	30.00'
5	N89°39'24"W	309.45'
6	S00°03'43"W	30.00'
7	N89°39'24"W	25.00'
8	N00°03'43"E	711.82'

**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**

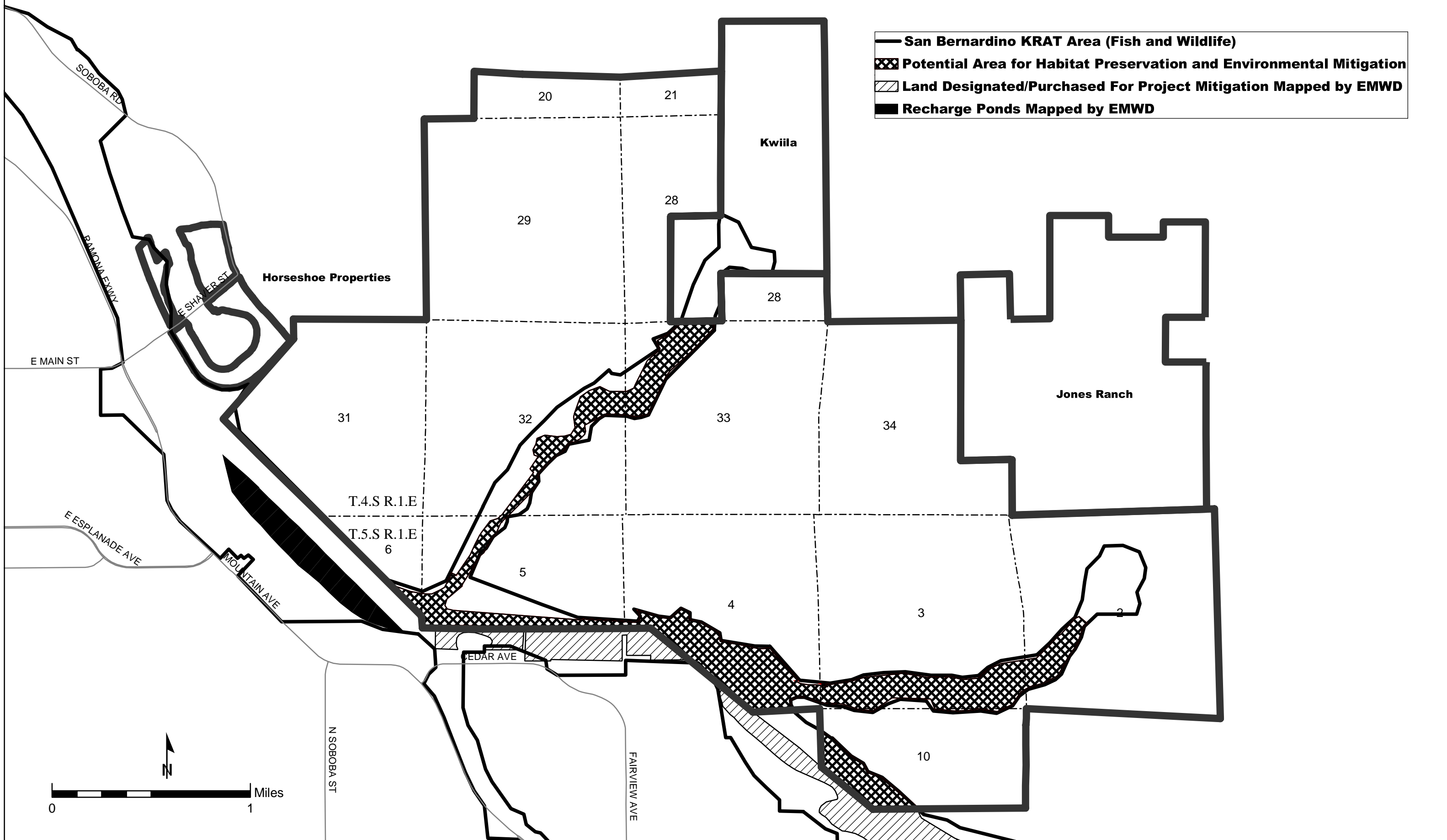
144-1-649C

## **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**









**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

FINDINGS

1  
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