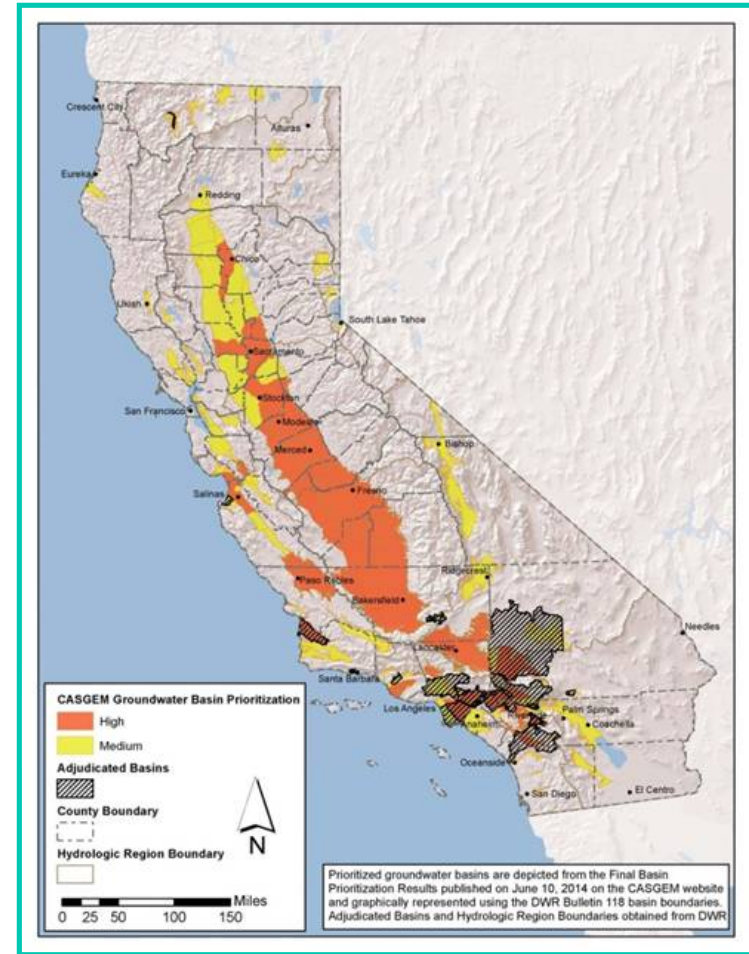


Sustainable Groundwater Management Act

- DWR Published the Final Groundwater Basin Prioritization Results in January 2015
 - California's 431 Groundwater Basins Categorized as High, Medium, Low, and Very Low Priority
 - 43 Basins Prioritized as High
 - 84 Basins Prioritized as Medium
- San Jacinto Basin is a High Priority Basin due to water quality/salinity
 - Required to have a Groundwater Sustainability Agency
 - Required to have a GSP
 - Groundwater sustainability must be achieved within 20 years



The 127 basins designated as High or Medium Priority include 96 percent of the annual groundwater use and 88 percent of the 2010 population overlying the groundwater basin area.

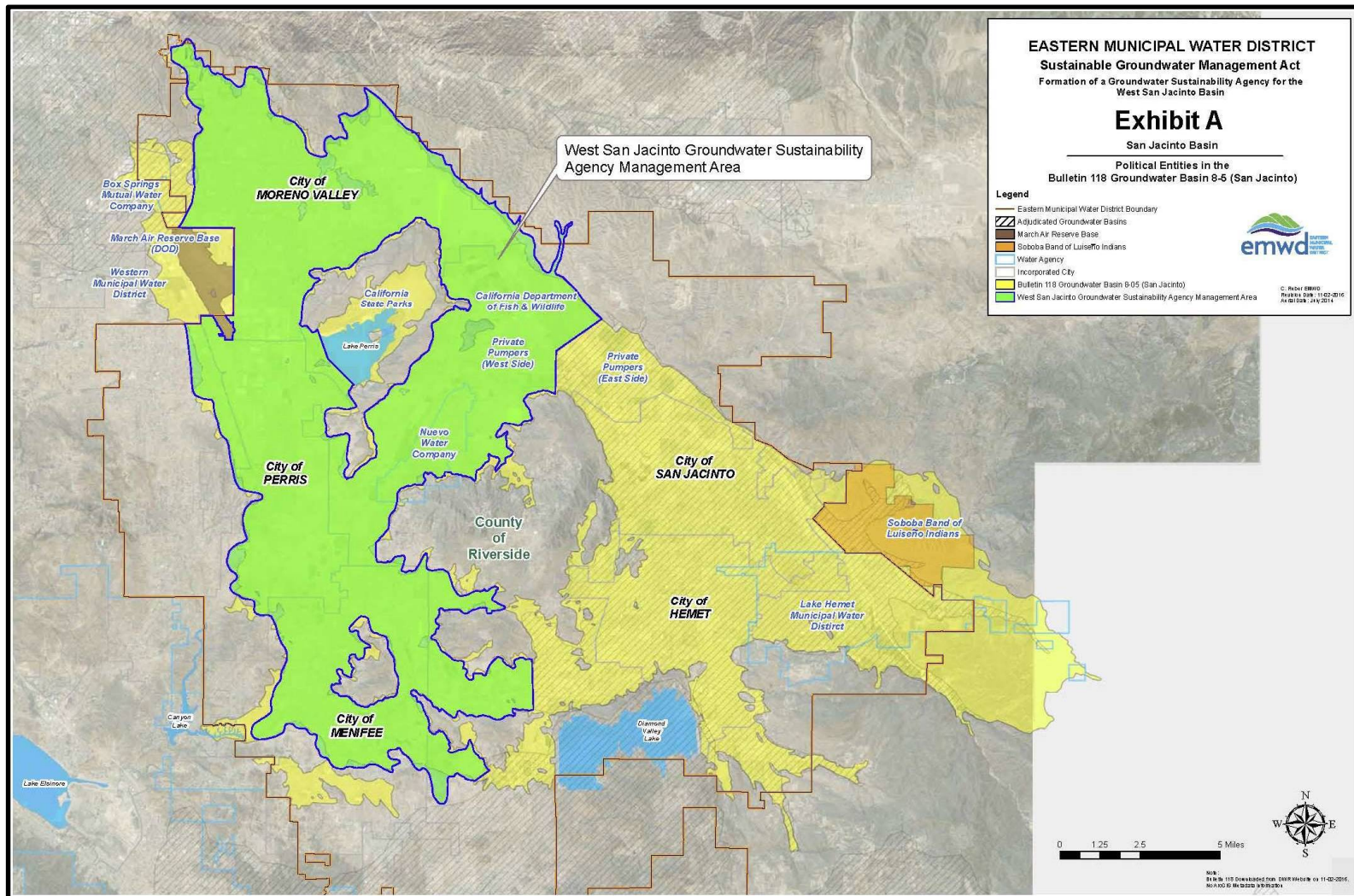
Formation of the West San Jacinto Basin Groundwater Sustainability Agency

EMWD is electing to become the GSA for the West San Jacinto Groundwater Basin Management Area:

- Recognized by DWR as the Regional water agency in the San Jacinto Basin
- State-designated agency for both the Groundwater Extraction Recordation and California Statewide Groundwater Elevation Monitoring (CASGEM) programs in the San Jacinto Basin
- Already actively managing the West San Jacinto through its voluntary AB 3030 Groundwater Management Plan, since 1995
- Implementing a salt and nutrient management program (Menifee and Perris Desalters, Inland Empire Brine Line, etc.)
- Actively pursuing federal, state, and local grant funding for the benefit of the region's groundwater management
- EMWD has and will continue to conduct these activities at its own expense

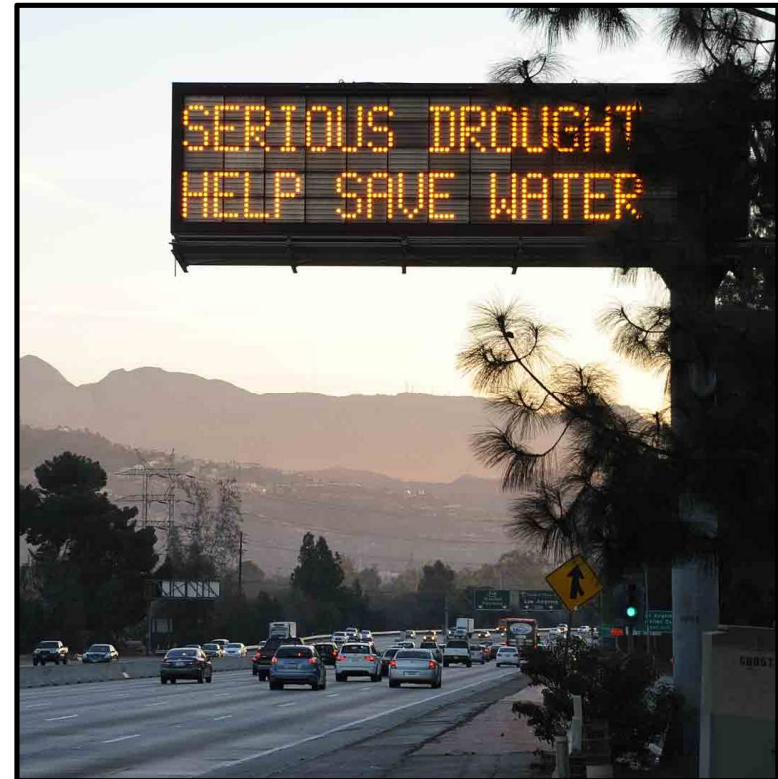


West San Jacinto Basin Groundwater Sustainability Agency Management Area



Groundwater Sustainability Agency Responsibilities

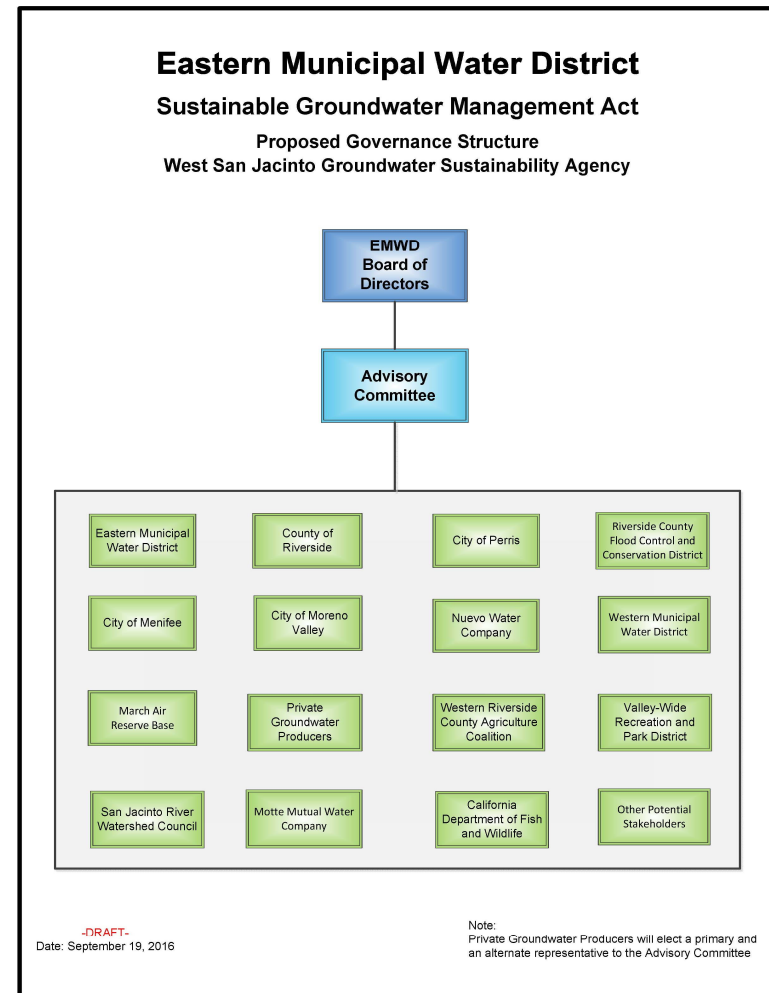
- Register and monitor wells
- Measure and/or manage groundwater extractions
- Conduct studies
- Implement projects and programs to meet groundwater management goals
- Develop and implement a GSP
- Submit annual reports to DWR
- Assess fees as necessary to cover the cost of groundwater management



EMWD currently monitors wells producing 25 acre-feet per year (AFY) or more. Private well owners using less than 2 AFY for domestic use are exempt from the reporting requirements of SGMA.

West San Jacinto Basin Groundwater Sustainability Agency Governance Structure

- Outreach & collaboration with stakeholders
 - Sept. 27, 2016 Workshop
 - Letters of Support from local agencies, water companies, private pumpers and other stakeholders
- Hold Public Hearing and Adopt Resolution Establishing EMWD as the West San Jacinto Basin Groundwater Sustainability Agency
- Governance Structure
 - EMWD Board of Directors acting as GSA
 - GSA Advisory Committee comprised of all interested stakeholders within WSJ Basin area providing input to GSP development



Formation of the West San Jacinto Basin Groundwater Sustainability Agency

Upon adoption of a Resolution forming a GSA by EMWD's Board of Directors

- Within 30 days, notify DWR of consensus that EMWD intends to become the GSA for the West San Jacinto Basin Groundwater Management Area
- DWR will post EMWD's intent on their public website
- Mandatory 90-day public review and comment period
- DWR accepts GSA if no protests received



Recommendation

Adopt a Resolution which authorizes the General Manager, and/or his designee, to prepare the necessary data, conduct investigations, and file such application with the California Department of Water Resources to establish Eastern Municipal Water District as the Groundwater Sustainability Agency for the western portion of the San Jacinto Basin in accordance with the Sustainable Groundwater Management Act of 2014.



Contact Information

Michael D. Nusser
Water Resources Planning Manager
(951) 928-3777 Ext. 4514

Email: nusserm@emwd.org



MOTTE MUTUAL WATER

Motte Mutual Water
445 South D Street
Perris, CA 92570

November 3, 2016

Paul D. Jones II, P.E.
General Manager
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572

Dear Mr. Jones:

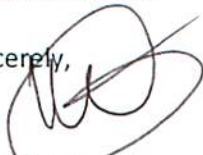
Motte Mutual Water had the pleasure of meeting with your agency on the Sustainable Groundwater Management Act (SGMA). After hearing the presentation and getting the opportunity to have our questions answered, Motte Mutual Water is in support of Eastern Municipal Water District (EMWD) forming and acting as the Groundwater Sustainability Agency (GSA) for the West San Jacinto Groundwater Basin Management Area in full compliance with the requirements of SGMA.

Water Code Section 10723(a) requires that "Any local agency or combination of local agencies overlaying a groundwater basin may elect to be a groundwater sustainability agency for that basin." And that a GSA "shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include [] all of the following: (a) Holders of overlying groundwater rights. [] (b) Municipal well operators. (c) Public water systems. (d) Local land use planning agencies. (e) Environmental users of groundwater. [] (g) The federal government []. []" (§ 10723.2)

The above statutory mandate makes it clear that Motte Mutual Water's interests will be considered in the development and operation of the GSA. We approve of the proposed governance structure of forming an Advisory Committee to the GSA Board. We understand that the proposed Advisory Committee will be comprised of the interested parties and stakeholders within the West San Jacinto Groundwater Basin Management Area and we look forward to participating on the committee. We also acknowledge that EMWD was instrumental in developing the Groundwater Management Plan in compliance with AB3030 and has been implementing the Plan since 1995. As such, EMWD is the most qualified agency to form and act as the GSA.

We appreciate your leadership in bringing the various organizations and parties together for this important effort.

Sincerely,



Mike Naggar
Manager, Motte Mutual Water



HIGHLAND FAIRVIEW
14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5327

November 2, 2016

(Sent via email)

Paul D. Jones II, P.E.
General Manager
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572

Dear Mr. Jones:

After having the opportunity to hear your agency's presentation on the Sustainable Groundwater Management Act (SGMA) and answering the questions we had, Highland Fairview is in support of Eastern Municipal Water District (EMWD) forming and acting as the Groundwater Sustainability Agency (GSA) for the West San Jacinto Groundwater Basin Management Area in full compliance with the requirements of SGMA.

Water Code Section 10723(a) requires that "Any local agency or combination of local agencies overlaying a groundwater basin may elect to be a groundwater sustainability agency for that basin." And that a GSA "shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include all of the following: (a) Holders of overlying groundwater rights. (b) Municipal well operators. (c) Public water systems. (d) Local land use planning agencies. (e) Environmental users of groundwater. (g) The federal government." (§ 10723.2)

The above statutory mandate makes it clear that Highland Fairview's interests will be considered in the development and operation of the GSA. We approve of the proposed governance structure of forming an Advisory Committee to the GSA Board. We understand that the proposed Advisory Committee will be comprised of the interested parties and stakeholders within the West San Jacinto Groundwater Basin Management Area and we look forward to participating on the committee. We also acknowledge that EMWD was instrumental in developing the Groundwater Management Plan in compliance with AB3030 and has been implementing the Plan since 1995. As such, EMWD is the most qualified agency to form and act as the GSA.

We appreciate your leadership in bringing the various organizations and parties together for this important effort.

Sincerely,

Brian R. Hixson, P.E.
Vice President of Land Development

APPENDIX C
Groundwater Monitoring Network

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
21 Gun Club	20301	03S02W34E01E	1997 - current	Agricultural/Irrigation	Biannual	-	-
21 Gun Club OC	25371	03S02W34E02	2004 - current	Monitoring	Biannual	-	-
AG Sod Barret	20834	04S03W06Q1	1964 - 1966, 1997 - current	Agricultural/Irrigation	Biannual	-	-
AG Sod Main House	20839	04S03W07J01	2007 - current	Agricultural/Irrigation	Biannual	-	-
AG Sod Perris/Orange	20860	04S03W19A01S	1994 - current	Agricultural/Irrigation	Biannual	-	-
AG Sod South of Perris/Orange	25377	04S03W19A02	2010 - current	Agricultural/Irrigation	Biannual	-	-
Agri 0.25 Miles South 74	21748	05S03W13H01S	1995 - current	Agricultural/Irrigation	Biannual	-	Monthly
Agri 74/Briggs	21744	05S03W13A01	1994 - current	Agricultural/Irrigation	Biannual	-	-
Agri Leon/Holland	20965	06S02W05N01E	1998 - current	Agricultural/Irrigation	Biannual	Annual	-
Agri Matthews	20947	05S03W24C01	1993 - current	Agricultural/Irrigation	Biannual	Annual	-
Aqua Bella 01	25693	03S03W21A02	2007 - current	Monitoring	Biannual	-	-
Aqua Bella 02	25694	03S03W21H01	2010 - current	Municipal	Biannual	-	-
Bean Reservoir/12th	21998	04S03W24B01S	1999 - current	Agricultural/Irrigation	Biannual	-	-
Boere Dairy 01	22610	06S02W06P01	1991 - current	Agricultural/Irrigation	-	-	Monthly
Boere Dairy 02	22611	06S02W06P03	1993 - current	Agricultural/Irrigation	-	-	Monthly
Boere Dairy 03	22613	06S02W06Q02	1993 - current	Agricultural/Irrigation	-	-	Monthly
Boere Dairy 04	22612	06S02W06P04	1993 - current	Agricultural/Irrigation	-	-	Monthly
Boere Dairy 05	22614	06S02W06R02	1993 - current	Agricultural/Irrigation	-	-	Monthly
Bootsma South	20573	04S02W03M	2002 - current	Agricultural/Irrigation	-	Annual	Monthly
Bootsma, John	20804	04S02W09C01R	2002 - current	Agricultural/Irrigation	-	Annual	Monthly
Bouris Newport East of Menifee	22705	05S03W36N03	2001 - current	Agricultural/Irrigation	Biannual	-	-
Box Springs MWC 17	20372	03S04W10A	1984 - current	Municipal	-	-	Monthly
Cactus II Feeder MW-1	25839	--	2018 - current	Monitoring	Biannual	-	-

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
Cactus II Feeder MW-2	25838	--	2018 - current	Monitoring	Biannual	-	-
Cal Trans ROW Nursery	25351	04S03W26A02	2004 - current	Monitoring	Biannual	Annual	-
Clark Domestic	21464	04S04W01G01S	1995 - current	Domestic	Biannual	-	-
Clark House	21461	04S04W01A01S	1952, 1995 - current	Agricultural/Irrigation	Biannual	-	-
DeVuyst Alfalfa OC	21907	04S03W13R01	2002 - current	Monitoring	Biannual	-	-
Double Bar S North	20296	03S02W30B1	2013 - current	Domestic	-	-	Monthly
Double Bar S South	20297	03S02W30B2	2013 - current	Agricultural/Irrigation	-	-	Monthly
EMWD 42 Reche Canyon	21912	02S03W34C001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD 45 New Maxwell	20275	02S04W36R002S	1994 - current	Monitoring	Biannual	Annual	-
EMWD 46 Edgemont 02	21057	03S03W06N003S	1968 - current	Monitoring	Biannual	Annual	-
EMWD 48 Edgemont 04	21094	03S04W01J001S	1995 - current	Monitoring	Biannual	-	-
EMWD 49 Fir	22661	03S03W06N005S	2001 - current	Monitoring	Biannual	-	-
EMWD 51 Bonge East	20850	04S03W16B001S	1942, 1997 - current	Monitoring	Biannual	Annual	-
EMWD 51 Bonge West	21404	04S03W16B002S	1959, 1997 - current	Monitoring	Biannual	Annual	-
EMWD 52 Follico	23027	04S03W18J002S	1972 - current	Monitoring	Biannual	-	-
EMWD 53 Menifee Test East	21803	05S03W36P02S	1994 - current	Monitoring	Biannual	-	-
EMWD 55 Perris II	20848	04S03W09P01	1993 - current	Municipal	Quarterly	Annual	Monthly
EMWD 56 New Perry	20836	04S03W06Q04	1994 - current	Municipal	Quarterly	Monthly	Monthly
EMWD 57 New Follico	20858	04S03W18J03S	1995 - current	Municipal	Quarterly	Monthly	Monthly
EMWD 59 Indian	25353	04S03W06C003S	2007 - current	Municipal	Quarterly	-	-
EMWD 72 Menifee 02	21796	05S03W35Q001S	1994 - current	Monitoring	Biannual	-	-
EMWD 73 Menifee 03	21828	06S03W02D001S	1994 - current	Monitoring	Biannual	-	-
EMWD 74 Menifee 04	21829	06S03W02E001S	1994 - current	Monitoring	Biannual	Annual	-
EMWD 75 Salt Creek	22701	05S03W33G002S	2001 - current	Desalination	Quarterly	Annual	Monthly

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
EMWD 76 McLaughlin	22702	05S03W16K001S	2001 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 77 Ethanac	22706	05S03W15A001S	2003 - current	Monitoring	Biannual	-	-
EMWD 81 Antelope/Watson	25406	05S03W11M003S	2004 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 82 Mapes/Sherman	25408	05S03W03P002S	2005 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 83 Ellis/Sherman	25412	05S03W03C002S	2006 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 84 Ellis/Bradley	25414	05S03W04A002S	2005 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 85 Murrieta/Salt Creek	25416	05S03W32H002S	2006 - current	Desalination	Quarterly	-	Monthly
EMWD 86 Murrieta/San Jacinto	25418	04S03W32A004S	2006 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 87 Nuevo/Olivas	25420	04S03W25D003S	2006 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 88 Pico/San Jacinto	25424	04S03W26Q003S	2006 - current	Desalination	Quarterly	Monthly	Monthly
EMWD 89 Ethanac II	25426	05S03W15C001S	2006 - current	Desalination	Quarterly	Annual	Monthly
EMWD 93 Nuevo/Menifee	25779	04S03W23R01S	2016 - current	Desalination	Biannual	Monthly	Monthly
EMWD 94 12th St.	25801	04S03W24B03S	2018 - current	Desalination	-	Annual	Monthly
EMWD 95 13th St.	25802	04S03W24F01S	2018 - current	Desalination	-	Monthly	Monthly
EMWD 96 Santa Rosa	25803	04S03W35F01S	2018 - current	Desalination	-	Monthly	Monthly
EMWD A1	21714	05S03W03N001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD A2	21789	05S03W33K001S	1994 - current	Monitoring	Biannual	-	-
EMWD A3	21782	05S03W32A01	1994 - current	Monitoring	Biannual	Annual	-
EMWD B1	21720	05S03W04M001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD B2	21730	05S03W09H02	1994 - current	Monitoring	Biannual	Annual	-
EMWD B3	21729	05S03W09E01	1993 - current	Monitoring	Biannual	Annual	-
EMWD B4	21731	05S03W09H03	1993 - current	Monitoring	Biannual	Annual	-

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
EMWD B5	21719	05S03W04A001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD B6	22759	05S03W03C001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD B7	22763	05S03W03L001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD B8 Perris RWRP Open Casing	22666	05S03W09F002R	2000 - current	Monitoring	Biannual	Annual	-
EMWD C1	21786	05S03W32H001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD C2	21783	05S03W32B001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD C3	21784	05S03W32C001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD C4	21787	05S03W32L001S	1993 - current	Monitoring	Biannual	Annual	-
EMWD C5	21785	05S03W32G001S	1976, 1993 - current	Monitoring	Biannual	Annual	-
EMWD MVRWRF North	25514	03S03W32B	2006 - current	Monitoring	Biannual	Annual	-
EMWD MVRWRF South	25516	03S03W32Q	2006 - current	Monitoring	Biannual	Annual	-
EMWD Perris/Iris	25767	03S03W30A002S	2014 - current	Monitoring	Biannual	Annual	-
EMWD Skiland 01	21438	04S03W26N01	1988 - current	Monitoring	Biannual	Annual	-
EMWD Skiland 02	21437	04S03W26M01	1988 - current	Monitoring	Biannual	Annual	-
EMWD Skiland 05	21436	04S03W26C02	1965, 1967, 1988 - current	Monitoring	Biannual	Annual	-
EMWD Trumble MW-1	25742	--	2014 - current	Monitoring	Biannual	Annual	-
EMWD Trumble MW-3	25746	--	2014 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 01	21684	05S02W30G02S	1994 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 02	21685	05S02W30G03S	1994 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 03	20910	05S02W30B02S	1994 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 04	20909	05S02W30B01S	1994 - current	Monitoring	Biannual	Annual	-

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

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Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
EMWD Winchester Ponds 05	20908	05S02W30A01S	1997 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 06	21686	05S02W30H01S	1994 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 07	21687	05S02W30H02S	1994 - current	Monitoring	Biannual	Annual	-
EMWD Winchester Ponds 08	21688	05S02W30H03S	1994 - current	Monitoring	Biannual	Annual	-
Fish & Game 0.26 mi. West of Bridge	21044	03S02W35Q01E	1995 - current	Agricultural/Irrigation	Biannual	-	-
Fish & Game Abandoned	21022	03S02W29Q01R	1997 - current	Monitoring	Biannual	-	-
Fish & Game Bouris	21890	03S02W19A01	2002 - current	Agricultural/Irrigation	Biannual	Annual	-
Fish & Game Bouris Monitoring	21891	03S02W18R02	2002 - current	Monitoring	Biannual	-	-
Fish & Game Bridge St North of River	20564	04S02W02D01	1995 - current	Agricultural/Irrigation	Biannual	-	-
Fish & Game Cannery North of Rhodda	20562	04S02W02C02R	1996 - current	Agricultural/Irrigation	Biannual	-	-
Fish & Game Domestic	22678	03S02W32E01E	2008 - current	Domestic	Biannual	-	-
Fish & Game Fence	22676	03S02W29P02R	2002 - current	Monitoring	Biannual	-	-
Fish & Game New Domestic	22733	03S02W32D02	2003 - current	Domestic	-	Annual	-
Fish & Game Operating	21023	03S02W29Q02R	1967 - 1968, 1997 - current	Agricultural/Irrigation	Biannual	-	-
Fish & Game Pheasant	22677	03S02W29P01R	2002 - current	Monitoring	Biannual	-	-
Fish & Game Rhodda	21324	04S02W02C1	1952, 1968, 1973, 1995 - current - current	Agricultural/Irrigation	Biannual	-	-
Fish & Game South	21031	03S02W33P01E	1967 - 1968, 1997 - current	Monitoring	Biannual	Annual	-
Fish & Game Walker Duck Club	20293	03S02W28L01E	1996 - current	Agricultural/Irrigation	Biannual	-	Monthly

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

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Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
Fish & Game West	22680	03S02W31L01R	2000 - current	Monitoring	Biannual	Annual	-
Foxboro OC	25363	04S03W26K05R	2005 - current	Monitoring	Biannual	-	-
Goyenette Dairy (Ferriera)	21345	04S02W09D01E	1996 - current	Agricultural/Irrigation	-	Annual	Monthly
Hammerschmidt 02	20794	04S02W07J02R	1992 - current	Agricultural/Irrigation	Biannual	-	-
K & M Dairy New	22670	06S02W09E02R	2000 - current	Agricultural/Irrigation	Biannual	-	Monthly
K & M Dairy Old	22172	06S02W09E01R	2015 - current	Monitoring	Biannual	-	-
Lakeview Hot Springs	22681	04S03W12J	1999 - current	Agricultural/Irrigation	Biannual	-	-
Lauda Electric	21362	04S02W18C01S	1996 - current	Monitoring	Biannual	-	-
Marvo Holsteins	20572	04S02W03L	2002 - current	Agricultural/Irrigation	-	Annual	Monthly
Marvo Holsteins East (List)	20571	04S03W03J01R	1998, 2007 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
McAnally Farms	22682	04S02W09H01E	1995 - current	Agricultural/Irrigation	Biannual	-	Monthly
McCanna Ranch 01	25355	04S03W09H01	2004 - current	Municipal	-	Annual	Monthly
McCanna Ranch 02	25357	04S03W09H02	2004 - current	Municipal	-	Annual	Monthly
McCanna Ranch 03	25359	04S03W10E04	2004 - current	Municipal	-	Annual	Monthly
McCanna Ranch 04	25361	04S03W10M01	2004 - current	Municipal	-	Annual	Monthly
Menifee Lakes 01	21834	06S03W02H01R	1991 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
Menifee Lakes 02	21832	06S03W02G02R	1989 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
Menifee Lakes 03	21833	06S03W02G03R	1991 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
Menifee Lakes 04	21835	06S03W02J01E	1996 - current	Agricultural/Irrigation	Biannual	-	-
Moreno Highlands/Alta Dena Dairy 01	20285	03S02W07R01E	1999 - current	Agricultural/Irrigation	Biannual	-	-
Motte East	20807	04S02W10C1	1967 - current	Agricultural/Irrigation	Biannual	-	Monthly
Motte West	20808	04S02W10D1	1967, 1991 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
Mystic Duck Club	20294	03S02W28Q02R	1995 - current	Agricultural/Irrigation	Biannual	-	Monthly

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

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Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
Northeast of Grand/Briggs	22674	05S02W19N01E	1993 - current	Monitoring	Biannual	-	-
Nutrillite 02	21344	04S02W08Q01R	1967, 1993 - current	Agricultural/Irrigation	-	Annual	Monthly
Nutrillite 04	21342	04S02W08G01	1993 - current	Agricultural/Irrigation	-	Annual	Monthly
Nutrillite 07	20798	04S02W08A	1993 - current	Agricultural/Irrigation	Biannual	Annual	-
Nutrillite 08	21340	04S03W08E01	1995 - current	Agricultural/Irrigation	-	-	Monthly
NWC 04	20818	04S02W18A1	1965 - current	Monitoring	Biannual	Annual	-
NWC 11	21361	04S02W18B01S	1965 - current	Monitoring	Biannual	Annual	-
NWC 12	20795	04S02W07N01	1988 - current	Monitoring	Biannual	Annual	-
NWC 13	22481	04S02W07P02	2003 - current	Municipal	Biannual	Annual	-
NWC 14	20796	04S03W07P01S	1994 - current	Monitoring	Biannual	Annual	-
NWC 15	25752	04S02W08Q02	2023 - current	Municipal	Biannual	Annual	-
NWC Archibek aka Piester Well	21367	04S02W18K01E	1996 - current	Agricultural/Irrigation	-	Annual	Monthly
Offinga Dairy North	20802	04S02W09A01	1967-1968, 2003 - current	Agricultural/Irrigation	Biannual	Annual	Monthly
Offinga Dairy South	20805	04S02W09H	2002 - current	Agricultural/Irrigation	-	Annual	Monthly
Perris Properties Ellis	21457	04S03W33Q01	1981, 1987-88, 1993 - current	Monitoring	Biannual	Annual	-
Perris Properties Kmart	21456	04S03W33E01	1993 - current	Monitoring	Biannual	Annual	-
Perris Properties San Jacinto	22735	04S03W33D02	2003 - current	Monitoring	Biannual	Annual	-
Piester Pico	20879	04S03W35B01	1998 - current	Agricultural/Irrigation	Biannual	Annual	-
Ramona Hunt Club 02	20299	03S02W32	2013 - current	Agricultural/Irrigation	-	-	Monthly
Rheingans Middle	20904	05S02W22G02	1952-53, 2003 - current	Agricultural/Irrigation	Biannual	Annual	-
Rheingans North	20903	05S02W22G01R	1984 - current	Agricultural/Irrigation	-	-	Monthly
Rheingans South	22675	05S02W22G03R	2000 - current	Agricultural/Irrigation	Biannual	Annual	-

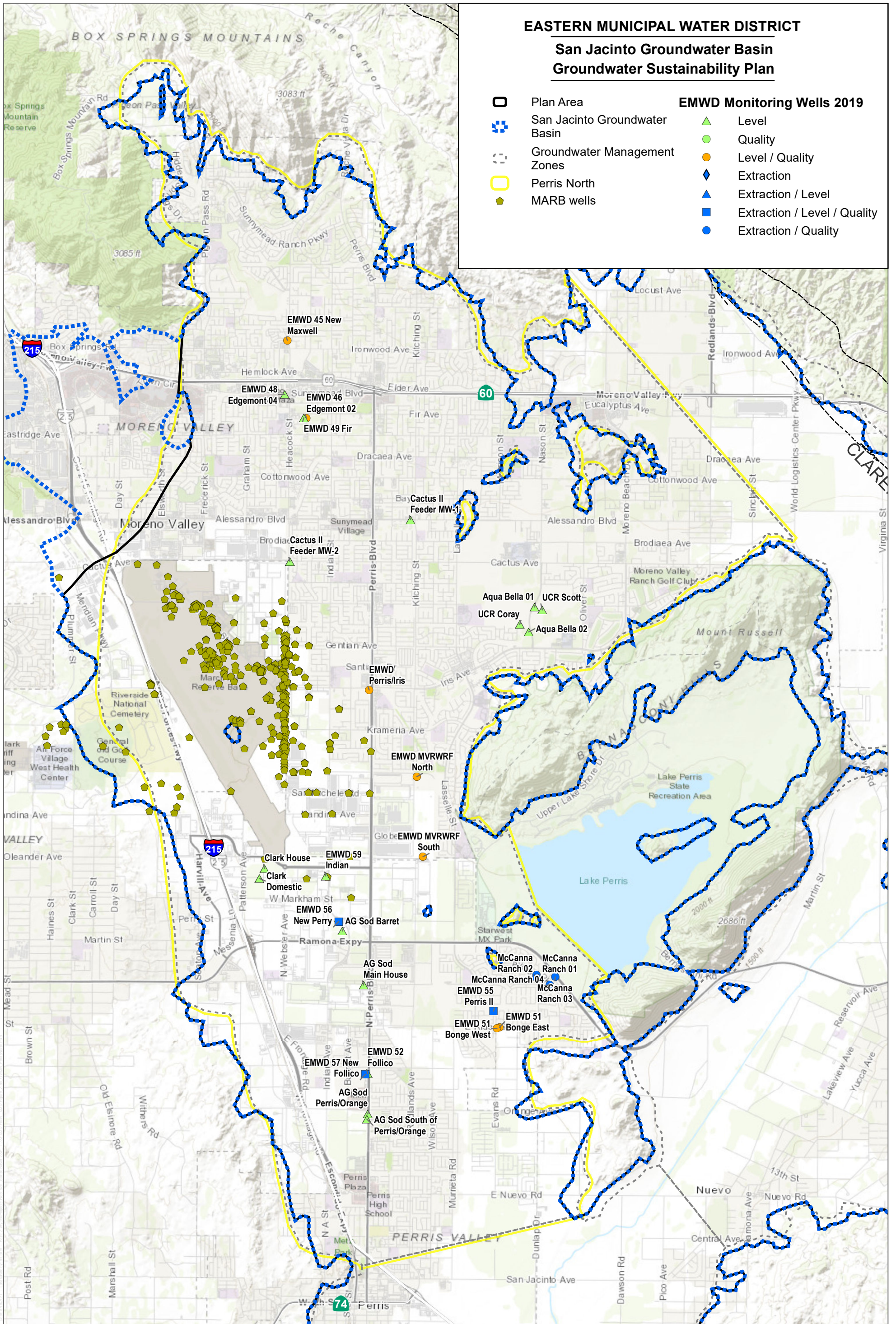
Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					Elevation	Quality	Production
Rheingans South Ag	25538	05S02W22K01	2007 - current	Agricultural/Irrigation	Biannual	-	Monthly
Rheingans South Property Line	25733	05S02W22K02	2014 - current	Agricultural/Irrigation	Biannual	-	Monthly
Schvaneveldt, Blaine	22761	05S03W03K01E	1984 - current	Stock Watering	-	-	Monthly
Smith C Jackson	25757	05S03W10K01	2014 - current	Monitoring	Biannual	Annual	-
Smith C Mapes	21717	05S03W03R01S	1963 - current	Agricultural/Irrigation	Biannual	Annual	-
Smith C Mapes OC	21718	05S03W03R02S	1997 - current	Monitoring	Biannual	-	-
Smith C Nuevo/Olivas	21434	04S03W25C01E	1995 - current	Agricultural/Irrigation	Biannual	Annual	-
Smith C Rouse OC	20931	05S03W16P01S	1955 - 1958, 1995 - current	Monitoring	Biannual	Annual	-
Smith G Nuevo/Olivas	21999	04S03W25D	2003 - current	Agricultural/Irrigation	Biannual	-	-
Southern CA Edison	21746	05S03W13C01E	1993 - current	Monitoring	Biannual	Annual	-
Troost/Bootsma	20791	04S02W04J	1996 - current	Agricultural/Irrigation	-	Annual	Monthly
UCR Coray	20348	03S03W21A	1977, 1986, 1994 - current	Agricultural/Irrigation	Biannual	-	-
UCR Scott	21082	03S03W22D01S	1977, 1986, 1993 - current	Agricultural/Irrigation	Biannual	-	-
Underwood 0.5 Miles West of Menifee/McCall	21761	05S03W23C01E	1998 - current	Agricultural/Irrigation	Biannual	-	-
USGS Gilman Springs/Virginia	21015	03S02W08E01S	1941 - current	Monitoring	Biannual	-	-
USGS Sun City Golf Course Blue	22668	05S03W28K04	2003 - current	Monitoring	Biannual	-	-
USGS Sun City Golf Course Green	22668	05S03W28K03	2003 - current	Monitoring	Biannual	-	-
USGS Sun City Golf Course Red	22668	05S03W28K01	2003 - current	Monitoring	Biannual	-	-
USGS Sun City Golf Course Yellow	22668	05S03W28K02	2003 - current	Monitoring	Biannual	-	-

Appendix C
Groundwater Monitoring Network

Common Well Name ^a	Well Site ID	State Well Identification (SWID)	Period of Record	Well Use	Groundwater Monitoring Networks and Frequency		
					<i>Elevation</i>	<i>Quality</i>	<i>Production</i>
Walker Lakeview	21339	04S02W07Q01E	1996 - current	Monitoring	Biannual	-	-
Wilderness Lakes	21824	06S03W01J01R	1991 - current	Agricultural/Irrigation	-	Annual	Monthly



SOURCE: EMWD, ESRI

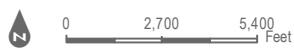
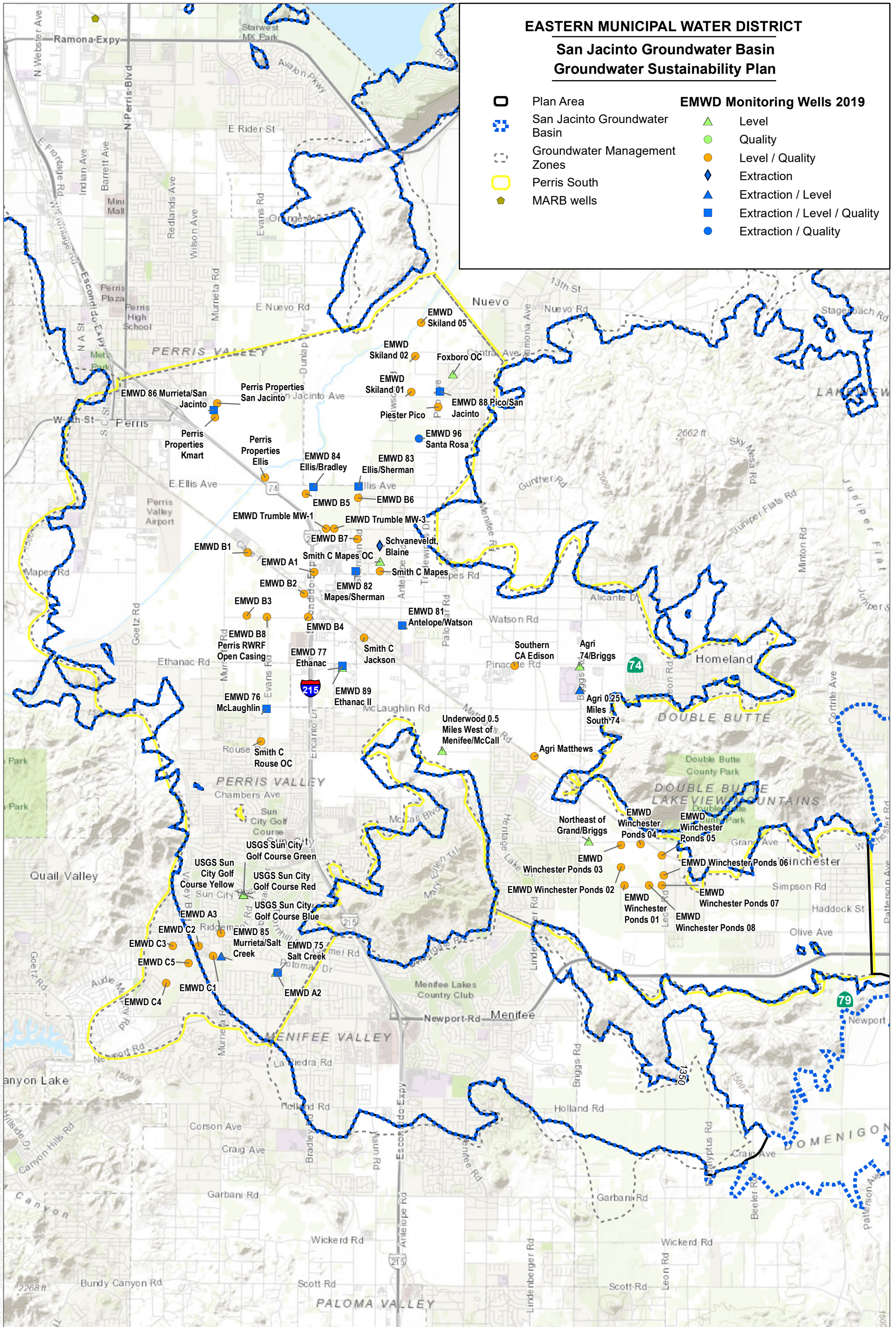


FIGURE C-1
Groundwater Monitoring Network - Perris North Groundwater Management Zone

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

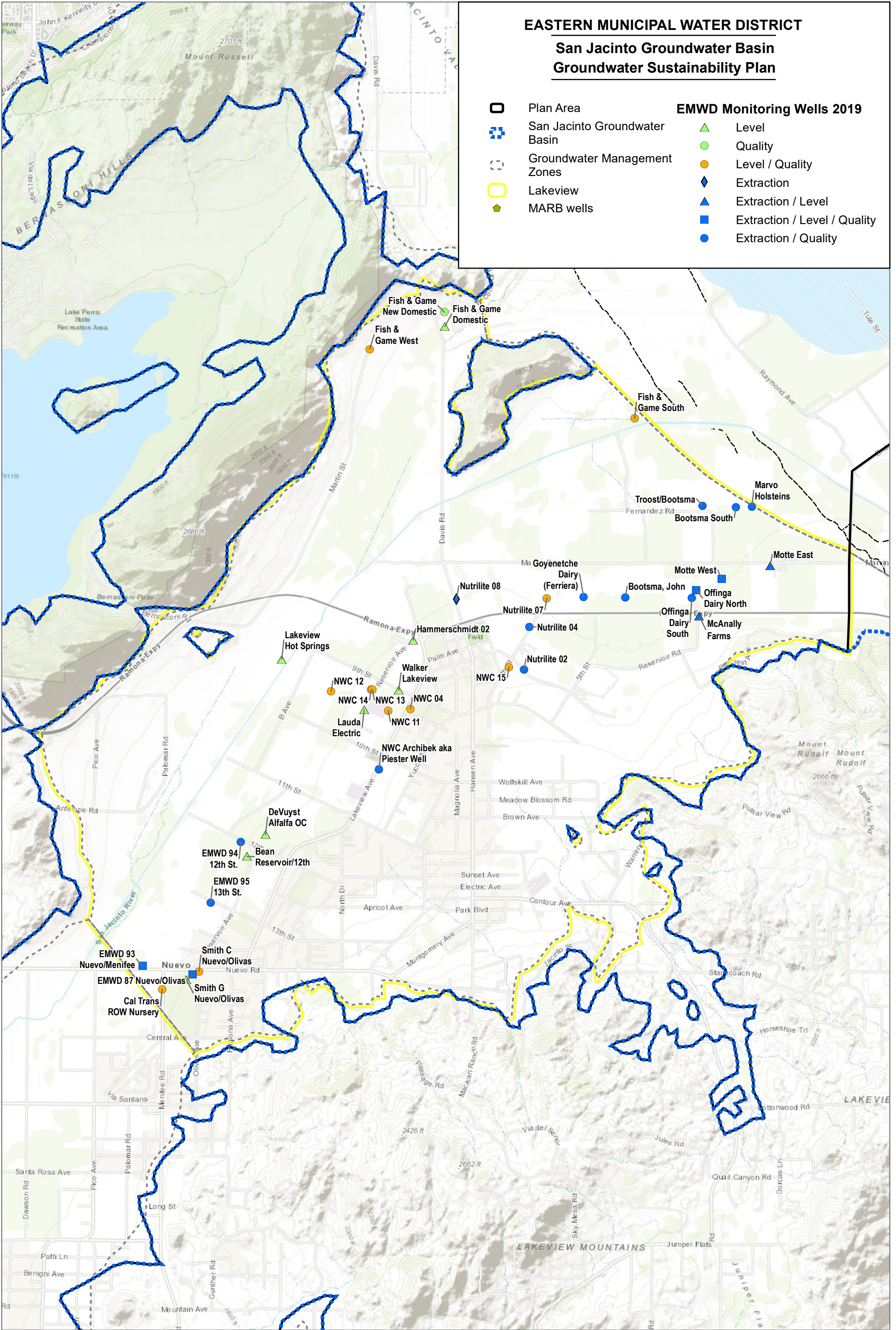


SOURCE: EMWD, ESRI



FIGURE C-2
Groundwater Monitoring Network - Perris South Groundwater Management Zone

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin



EASTERN MUNICIPAL WATER DISTRICT

**San Jacinto Groundwater Basin
Groundwater Sustainability Plan**

- Plan Area
 - San Jacinto Groundwater Basin
 - Groundwater Management Zones
 - Lakeview
 - MARB wells
-
- EMWD Monitoring Wells 2019**
- ▲ Level
 - Quality
 - Level / Quality
 - ◆ Extraction
 - ▲ Extraction / Level
 - Extraction / Level / Quality
 - Extraction / Quality

SOURCE: EMWD, ESRI

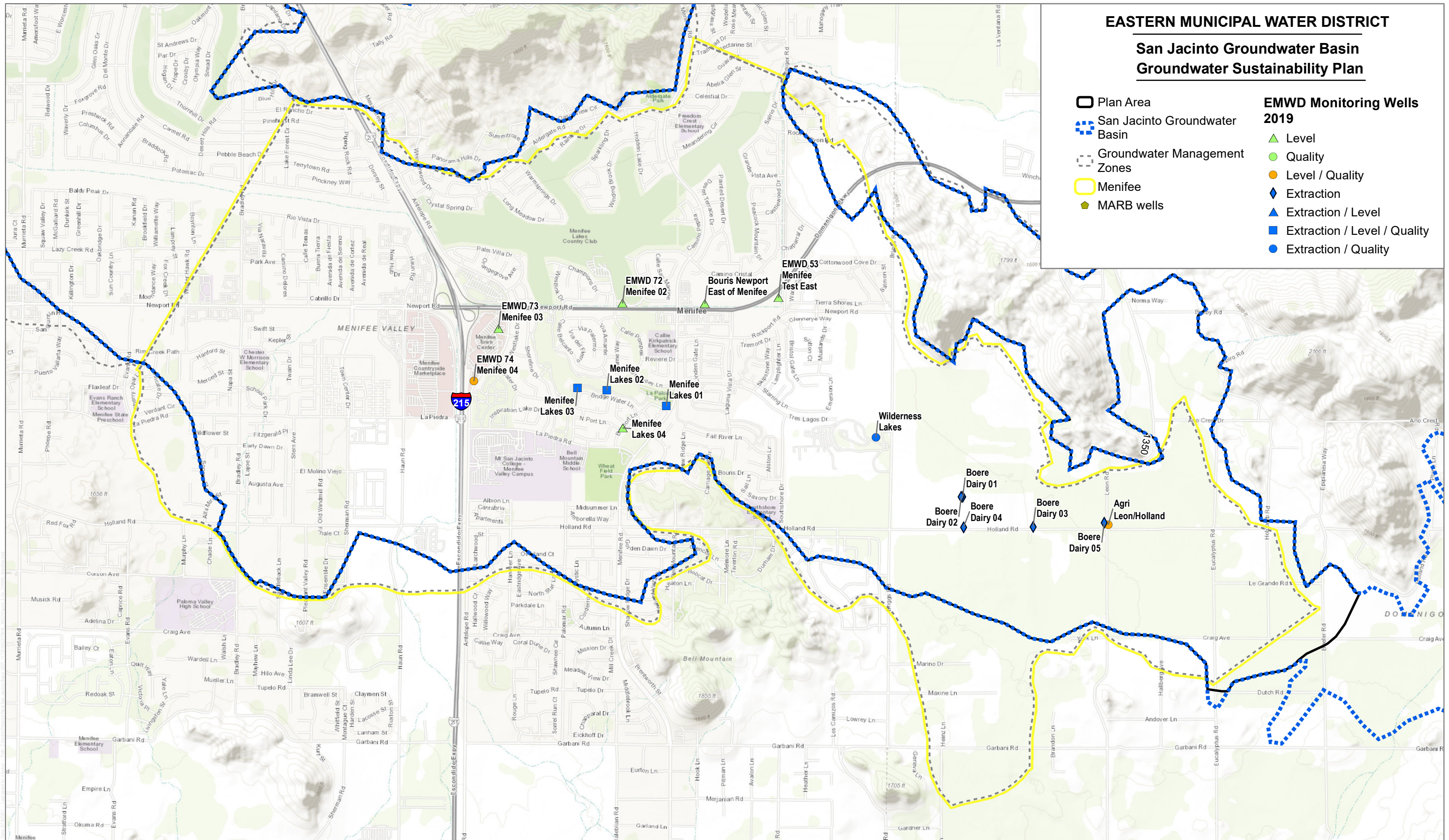


FIGURE C-3
Groundwater Monitoring Network - Lakeview Groundwater Management Zone
Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

EASTERN MUNICIPAL WATER DISTRICT

San Jacinto Groundwater Basin Groundwater Sustainability Plan

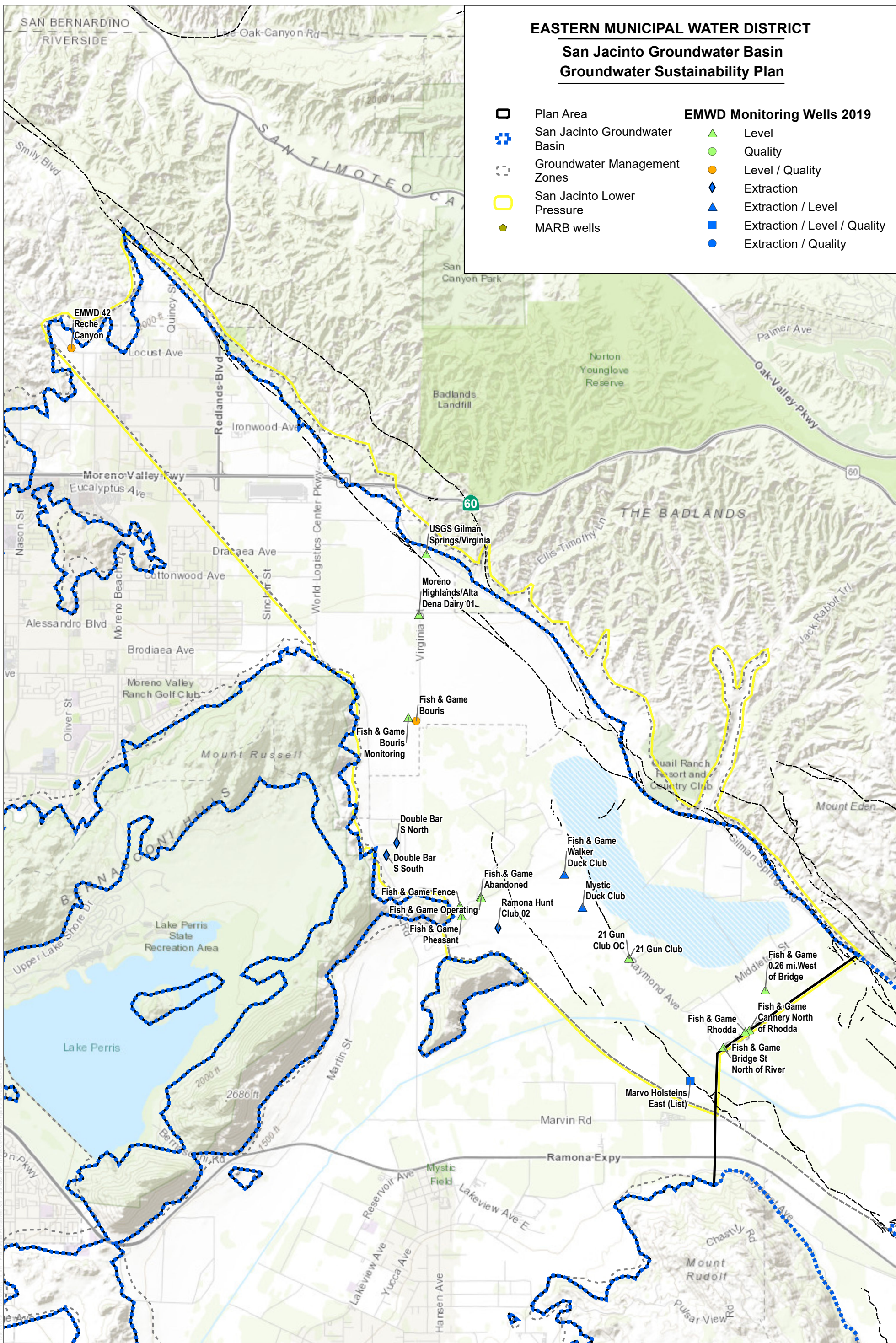
- Plan Area
 - San Jacinto Groundwater Basin
 - Groundwater Management Zones
 - Menifee
 - MARB wells
-
- EMWD Monitoring Wells 2019**
 - Level
 - Quality
 - Level / Quality
 - Extraction
 - Extraction / Level
 - Extraction / Level / Quality
 - Extraction / Quality



SOURCE: EMWD, ESRI



FIGURE C-4
Groundwater Monitoring Network - Menifee Groundwater Management Zone
Groundwater Sustainability Plan for the San Jacinto Groundwater Basin



SOURCE: EMWD, ESRI



FIGURE C-5
 Groundwater Monitoring Network - San Jacinto Lower Pressure Groundwater Management Zone

Groundwater Sustainability Plan for the San Jacinto Groundwater Basin

APPENDIX D
Stipulated Judgement

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 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF RIVERSIDE

APR 18 2013
 D. Pollard

5 Attorneys for Plaintiff
 6 EASTERN MUNICIPAL WATER DISTRICT

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

11 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.:
 12 A California Municipal Water District,)
 13) STIPULATED JUDGMENT
 Plaintiff,)
 14 vs.)
 15)
 CITY OF HEMET;)
 16 CITY OF SAN JACINTO;)
 LAKE HEMET MUNICIPAL WATER)
 17 DISTRICT;)
 DOES 1 through 1,000, inclusive,)
 18)
 Defendants.)
 19)

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1 **FINDINGS**

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

5 1. **Complaint.** On May 16, 2012, Plaintiff Eastern Municipal Water District
6 ("Eastern") filed a Complaint against Defendants Lake Hemet Municipal Water District ("Lake
7 Hemet"), City of Hemet ("Hemet"), City of San Jacinto ("San Jacinto"), and DOES 1 through
8 1,000, inclusive. The Complaint requests a declaration of Plaintiff's and Defendants' individual
9 and collective rights to Surface Water and Groundwater in the Canyon Subbasin, the San Jacinto
10 Upper Pressure Subbasin downstream to Bridge Street, and the Hemet Basin ("Management
11 Area") and the imposition of a Physical Solution to achieve the optimum, reasonable, beneficial
12 use of the waters of the Management Area pursuant to section 2 of article X of the California
13 Constitution. A map describing the boundaries of the Management Area is attached to this
14 Judgment as Exhibit "A" and to the Complaint.

15 2. **Parties.**

16 A. **Eastern.** Eastern is a California municipal water district formed pursuant
17 to the Municipal Water District Law, California Water Code Sections 71000-73001 (West 1966),
18 with its principal place of business in Riverside County, California. Eastern diverts Surface
19 Water from the San Jacinto River, and pumps Groundwater from the Management Area for use
20 by its customers within its boundaries.

21 B. **Lake Hemet.** Lake Hemet is a California municipal water district formed
22 pursuant to the Municipal Water District Law, California Water Code Sections 71000-73001
23 (West 1966), with its principal place of business in Riverside County, California. Lake Hemet
24 diverts Surface Water from the Santa Jacinto River and its tributaries, and pumps Groundwater
25 from the Management Area for use by its customers within its boundaries.

26 C. **Hemet.** Hemet is a California municipal corporation providing utility
27 services pursuant to the California Constitution, article XI, section 9. Hemet pumps
28 Groundwater from the Management Area for use by its customers within its boundaries.

1 **D. San Jacinto.** San Jacinto is a California municipal corporation providing
2 utility services pursuant to the California Constitution, article XI, section 9. San Jacinto pumps
3 Groundwater from the Management Area for use by its customers within its boundaries.

4 **E. Pumpers.** Does 1 through 1,000, inclusive, are Persons or entities who
5 own farms or other property within the Management Area, and pump Groundwater from the
6 Management Area.

7 **3. Answers and Stipulation for Judgment.** All defendants have filed Answers,
8 and all Parties have filed a Stipulation for Entry of Judgment.

9 **4. Sole Producers.** Other than the Soboba Band of Luiseño Indians, and certain
10 overlying users not Parties to this litigation, the Parties claim essentially all of the rights to
11 produce Surface Water and Groundwater in the Management Area.

12 **5. Importance of Surface Water and Groundwater.** Surface water and
13 Groundwater from the Management Area are important water supplies for agriculture, domestic
14 and municipal use. The Parties have a mutual and collective interest in the coordinated
15 management of such water resources to ensure that the common resource is used efficiently and
16 reasonably, and that it is sustained and replenished.

17 **6. Overdraft.** It is estimated that the Overdraft of the Management Area is
18 approximately 10,000 acre-feet per year. This estimate will be refined through further studies to
19 be completed pursuant to the Water Management Plan, including data on the several subbasins
20 within the Management Area. Studies confirm that in recent years the total Groundwater
21 production from the Management Area, including pumping by those Persons not Parties to this
22 litigation, has averaged approximately 54,800 acre-feet per year.

23 **7. Importance of Judgment.** The Parties have an interest in the Physical Solution
24 imposed by this Judgment to promote the efficient and coordinated management of Surface
25 Water and Groundwater, to avoid problems from Overdraft, to assist in protecting the rights of
26 the Soboba Band of Luiseño Indians, to sustain and enhance water resources, and to resolve
27 competing claims to Surface Water and Groundwater.

28 **8. Jurisdiction.** This Court has jurisdiction to enter this Judgment declaring and

1 adjudicating the rights of the Parties to the reasonable and beneficial use of Surface Water and
2 Groundwater in the Management Area, and to impose a Physical Solution pursuant to law,
3 including California Constitution, article X, section 2.
4

5 **JUDGMENT**

6
7 **IT IS ORDERED, ADJUDGED AND DECREED:**

8 **1. DEFINITIONS.**

9 **1.1 Adjusted Production Right** – the Base Production Right of each Public
10 Agency, as adjusted pursuant to Sections 3.2 to 3.2.5.

11 **1.2 Administrative Assessment** – an acre-foot charge to be levied against
12 each Public Agency for water pumped up to its Adjusted Production Right, including any unused
13 amount of such Right that is pumped in a following year (Carry-Over Credit). Such assessments
14 shall be used for Administrative Expenses, and for the purchase of Supplemental Water after
15 Administrative Expenses have been paid. No Administrative Assessment shall be levied on a
16 Party's pumping of its share of Imported, Supplemental, or Stored Water.

17 **1.3 Administrative Expenses** – Include, but are not limited to,
18 Watermaster's expenses for office rental, personnel, supplies, office equipment, general
19 overhead, preparing and collecting assessments, monitoring well pumping, measuring water
20 levels, sampling and analyzing water quality, compiling and interpreting collected data,
21 conducting special studies, litigation, and such other expenses as are reasonable and necessary
22 for the Watermaster to carry out its duties under the Physical Solution and Water Management
23 Plan.

24 **1.4 Advisor.** An independent engineering firm or qualified individual as
25 provided in Section 9.6.3.

26 **1.5 Annual Basin Yield** – the quantity of Groundwater that Watermaster
27 determines the Parties may Produce from the Management Area in a calendar year without a
28 replenishment obligation under the Physical Solution.

1 **1.6 Base Production Right** – a water right of a Public Agency or Class B
2 Participant.

3 **1.7 Carry-Over Credit** – a Public Agency’s or a Class B Participant’s credit
4 against the Replenishment Assessment in a Fiscal Year, based on the Agency’s Adjusted or Base
5 Production Right or share of Imported Water not produced in prior calendar years.

6 **1.8 Class A Participant** – a Private Pumper who stipulates to this Judgment
7 and participates in the Water Management Plan as defined in Sections 4.3 to 4.3.5.

8 **1.9 Class B Participant** – a Private Pumper who stipulates to this Judgment
9 and participates in the Water Management Plan as defined in Sections 4.4 to 4.4.6.

10 **1.10 Fiscal Year** – the period from July 1 through June 30 of the following
11 calendar year.

12 **1.11 Fruitvale Documents** –

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

16 **(b) Fruitvale Mutual Water Company Sale of Assets to Eastern** –
17 That certain “Agreement for the Sale of Assets of the Fruitvale Mutual Water Company to
18 Eastern Municipal Water District” dated September 10, 1971 (“Purchase Agreement”);

19 **(c) Fruitvale Mutual Water Company Agency Agreements** – The
20 Agreement Between the City of San Jacinto and Eastern Municipal Water District dated
21 November 2, 1971, the Agreement Between Lake Hemet Municipal Water District and Eastern
22 Municipal Water District dated June 9, 1972, and the Agreement Between the City of Hemet and
23 Eastern Municipal Water District dated June 13, 1972, all providing for recognition of ownership
24 of stock in Fruitvale Mutual Water Company by the Cities and by Lake Hemet, and making
25 provision for the continued sale of water produced through the Fruitvale facilities by Eastern to
26 the Cities and to Lake Hemet.

27 **1.12 Groundwater** – all water within and beneath the ground surface of the
28 Management Area.

1 **1.13 Groundwater Degradation** (also “groundwater quality degradation” and
2 “water quality degradation,” “Degradation” and “Degraded Groundwater”) – Water
3 contamination as defined in state and/or federal law, and other conditions of reduced water
4 quality as determined by the Watermaster to be harmful or undesirable for the operation of the
5 Management Area.

6 **1.14 Imported Water** – An average of 7,500 acre feet annually of water sold
7 by The Metropolitan Water District of Southern California to Eastern pursuant to Section 4.4 of
8 the Soboba Band of Luiseño Indians “Settlement Agreement.”

9 **1.15 In-Lieu Water** – Groundwater that is not pumped, but which would have
10 otherwise been pumped by the holder of an Overlying or Appropriative Right within the
11 Management Area, by virtue of the pumper’s agreement with an Agency or the Watermaster to
12 receive and use Recycled Water or other nonpotable water in lieu of Groundwater.

13 **1.16 Management Area** –the Canyon, the San Jacinto Upper Pressure, and the
14 Hemet North and Hemet South Basins, as delineated on the map attached as Exhibit “A.”

15 **1.17 Metropolitan** – The Metropolitan Water District of Southern California.

16 **1.18 Natural Recharge** – Groundwater replenishment within the Management
17 Area occurring from precipitation on the surface, percolation from surface flows of the San
18 Jacinto River and its tributaries, spreading or injection of such surface flows, return flows from
19 irrigation, and subsurface inflows.

20 **1.19 New Pumper** – a Private Pumper who pumps for the first time after entry
21 of Judgment herein.

22 **1.20 Non-Participant** – a Private Pumper who elects not to participate in the
23 Management Plan, or to be a Party to this Judgment.

24 **1.21 Overdraft** – a condition whereby pumping in the Management Area
25 exceeds the Safe Yield thereof.

26 **1.22 Overlying Right** – the appurtenant right of an owner of land overlying the
27 Management Area to pump water from such land for beneficial use thereon.
28

1 **1.23 Party or Parties** – Eastern, Lake Hemet, Hemet, San Jacinto and the other
2 Persons listed in the attached Exhibit “B.”

3 **1.24 Person** – any individual, partnership, association, corporation, trust,
4 government agency or other organization.

5 **1.25 Physical Solution** – the Court decreed method of managing the water
6 supply of the Management Area to maximize the reasonable and beneficial use of the waters
7 thereof pursuant to the California Constitution, article X, section 2, to eliminate Overdraft
8 pursuant to the provisions of this Judgment, to protect the prior rights of the Soboba Tribe, and to
9 provide for the substantial enjoyment of all water rights recognizing their priorities.

10 **1.26 Private Pumper** – a Person who owns land with an Overlying Right or
11 other right in the Management Area and pumps more than 25 acre-feet per year. Private Pumper
12 includes New Pumps.

13 **1.27 Public Agency or Agencies** – Eastern, Lake Hemet, Hemet and San
14 Jacinto.

15 **1.28 Recharge or Replenish** – to sink, spread or inject water directly or
16 indirectly underground in the Management Area.

17 **1.29 Recharge Right** – the rights of Eastern and Lake Hemet to pump and use
18 water previously replenished to the Management Area as provided in Section 6.7.4.

19 **1.30 Recycled Water** – treated wastewater which is processed and suitable for
20 controlled use in the Management Area, including Recharge.

21 **1.31 Replenishment Assessment** – a charge to be levied against each Public
22 Agency for each acre foot, or portion thereof, of Groundwater pumped in excess of the sum of its
23 respective Adjusted Production Right, its share of Imported Water, Stored Water, Supplemental
24 Water, and applicable Carry-Over Credits and Recharge Rights; and against each Class B
25 Participant for pumping in excess of its 1995-99 average production, i.e., its Base Production
26 Right. The rate of such assessments shall be determined by the Watermaster and shall be used
27 for Replenishment Expenses.
28

1 **1.32 Replenishment Expenses** – Watermaster expenses, including, but not
2 limited to, the acquisition of Supplemental Water supplies, development of In-Lieu Water
3 projects, acquisition or improvement of land, and for the construction, maintenance and
4 operation of facilities necessary to replenish Groundwater in the Management Area, or otherwise
5 to provide water to Parties within the Management Area.

6 **1.33 Safe Yield** – the long term, average quantity of water supply in the
7 Management Area that can be pumped without causing undesirable results, including the gradual
8 reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe
9 Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.

10 **1.34 Settlement Agreement** – that Agreement titled “The Soboba Band of
11 Luiseño Indians Settlement Agreement” among the Soboba Tribe, the United States, as Trustee
12 for the Tribe, Eastern Municipal Water District, Lake Hemet Municipal Water District, and The
13 Metropolitan Water District of Southern California.

14 **1.35 Soboba Tribe (sometimes the “Tribe”)** – the Soboba Band of Luiseño
15 Indians.

16 **1.36 Soboba Action** – the lawsuit entitled Soboba Band of Mission Indians,
17 etc., v. Metropolitan, etc., et al, U.S. District Court, Central District of California, Case No.
18 00-84208 GAF (MANx).

19 **1.37 Storage Agreement** – an agreement between Watermaster and a Party to
20 store Supplemental Water (other than a Party’s share of Imported Water) by sinking, spreading,
21 injecting or in-lieu procedures in the Management Area, and to establish a manner of accounting
22 for the credit therefore and subsequently to recover such water, without payment of
23 Administrative or Replenishment Assessments.

24 **1.38 Storage Right** – a Party's right to store and pump Supplemental Water
25 (not required for a Party’s share of Imported Water) pursuant to a Storage Agreement.

26 **1.39 Stored Water** – Supplemental Water (other than a Party’s share of
27 Imported Water) stored by a Party pursuant to a Storage Agreement.
28

1 **1.40 Supplemental Water** – nontributary water imported into the Management
2 Area, including imported water (i.e., other than or in addition to Imported Water as defined in
3 Section 1.14), Recycled Water, In-Lieu Water, and other nonpotable water.

4 **1.41 Surface Water** – all water tributary to the Management Area and flowing
5 above the ground surface.

6 **1.42 Transfer** – a temporary or permanent authorized conveyance, assignment,
7 sale, contract or lease of part or all of a Public Agency’s Carry-Over Credit, Storage Right or
8 Recharge Right to any other Party, or a temporary assignment, contract, lease or sale of a Public
9 Agency’s share of Imported Water.

10 **1.43 Tribal Water Rights** – the Soboba Tribe’s rights to water set forth in
11 Section 4.1 of the Settlement Agreement and Section 5 of this Stipulated Judgment.

12 **1.44 Tunnel** – the San Jacinto Tunnel in Riverside County, California,
13 constructed by Metropolitan in the 1930s.

14 **1.45 Watermaster** – the Board with the powers and duties defined in Section
15 9.

16 **1.46 Water Management Plan** (sometimes the “Plan”) – the Plan adopted by
17 the Watermaster, as it may be modified from time to time, to implement the Physical Solution, to
18 ensure an adequate and reliable source of future water supply for the Management Area, and to
19 protect the prior rights of the Soboba Tribe.

20 **2. EXHIBITS.**

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

22 “A.” Map of the Management Area and the Management Area Watershed.

23 “B.” List of Parties to this Judgment.

24 “C.” Description of each Public Agency’s and Class A and Class B Participant’s
25 Base Production Right.

1 **3. PUBLIC AGENCIES' WATER RIGHTS.**

2 **3.1 Base Production Right.** The Public Agencies are owners of rights to
3 pump Groundwater from the Management Area as set forth in Exhibit "C." These rights are for
4 a calendar year and were calculated as follows:

5 **3.1.1 Eastern.** The Base Production Right of Eastern is based upon its
6 respective average pumping for calendar years 1995-1999, less an adjustment of 1800 acre-feet
7 representing a portion of a credit which it receives from Metropolitan for seepage into
8 Metropolitan's San Jacinto Tunnel, for Eastern's use of Fruitvale water elsewhere, and for use of
9 Fruitvale water by Lake Hemet, San Jacinto, and Hemet. The 1995-1999 period was chosen to
10 reflect recent production prior to the commencement of negotiations leading to this Stipulated
11 Judgment.

12 **3.1.2 Lake Hemet.** The Base Production Right of Lake Hemet is based
13 on its average production for calendar years 1995-1999.

14 **3.1.3 Hemet.** The Base Production Right of Hemet is based on its
15 average production for calendar years 1995-99, plus an adjustment of 900 acre feet per year
16 representing a portion of the seepage credit referenced in Section 3.1.1.

17 **3.1.4 San Jacinto.** The Base Production Right of San Jacinto is based
18 upon its average Production for calendar years 1995-1999, plus 500 acre-feet per year, and plus
19 an adjustment of 900 acre feet per year representing a portion of the seepage credit referenced in
20 Section 3.1.1. The 500 acre-feet per year has been added because San Jacinto's recent pumping
21 does not reflect its historic production, due to water purchases and other factors.

22 **3.1.5 Adjustments.** The Base Production Rights of Hemet and San
23 Jacinto each include 900 acre-feet per year that have been added to their respective amounts of
24 pumping for calendar years 1995-1999. These amounts have been added to provide Hemet and
25 San Jacinto a fair share of water from, and to resolve disputes regarding, Eastern's use of tunnel
26 seepage, Eastern's use of Fruitvale waters, and Lake Hemet's surface stream diversions. These
27 additional amounts of 900 acre-feet per year shall be treated as the first amounts pumped by
28 Hemet and San Jacinto, shall not be subject to reduction by the Watermaster as provided in

1 Sections 3.2 to 3.2.2, and shall not be subject to any Administrative or Replenishment
2 Assessments as provided in Sections 3.4 to 3.4.2, or to any other fee or charge imposed under the
3 Management Plan.

4 **3.2 Adjusted Production Rights.** It is the goal of the Physical Solution to
5 adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level
6 consistent with the Watermaster's determination of Safe Yield. The reduction will be based on
7 periodic demand, hydrology, Recharge, and the community's ability to pay for Supplemental
8 Water, and protection of the Tribal Water Rights. In order to implement this reduction in a
9 phased manner, each Public Agency's Base Production Right shall be subject to adjustment as
10 follows:

11 3.2.1 Subject to Section 3.1.5, a 10% reduction from each Base
12 Production Right in the first full year after entry of this Judgment.

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

23 3.2.3 A Public Agency Party may pump in excess of its Adjusted
24 Production Right, without any additional Administrative or Replenishment Assessment, by an
25 amount equal to its share of the 7,500 acre feet per year of Imported Water that is not used by the
26 Tribe provided such water has been previously delivered and is stored or will be delivered during
27 the current water year. The amount of the Tribe's unused portion of the 7,500 acre feet shall be
28 determined annually by the Watermaster. Shares of unused Imported Water shall be allotted to

1 the Public Agency Parties in proportion to Base Production Rights, and shall be acquired and
2 paid for pursuant to contract with Eastern.

3 3.2.4 A Base Production Right of a Public Agency serving the land of a
4 Class B Participant shall be increased in an amount equal to such Participant's Base Production
5 Right, adjusted and reduced pursuant to Sections 3.2.1 and 3.2.2, when the Participant's land is
6 converted from agricultural use to water service from the Public Agency, pursuant to Section
7 4.4.3.

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

13 **3.3 Allocation of Unused Imported Water.** A Public Agency's share of
14 Imported Water that is not used by the Soboba Tribe, as described in Section 3.2.3 shall be
15 subject to the following additional rules:

16 3.3.1 To the extent that a Public Agency does not use all of its share of
17 the Imported Water, the unused portion may be stored for its account for future use or transfer by
18 the Public Agency.

19 3.3.2 A Public Agency may lease, sell or otherwise transfer any portion
20 of the Public Agency's stored Imported Water or of the then current year's share of the Imported
21 Water to another Public Agency or to the Watermaster.

22 **3.4 Public Agency Production Assessments.** Public Agency pumping shall
23 be subject to the following assessments:

24 3.4.1 An Administrative Assessment as provided in Section 1.2. The
25 Administrative Assessment will be \$50.00 per acre-foot of a Party's Adjusted Production Right
26 pumped after entry of this Judgment. The Watermaster shall set the Administrative Assessment
27 rate annually thereafter. The first 900 acre feet per year of Adjusted Production Right pumped
28

1 by Hemet and San Jacinto and water pumped by a Public Agency pursuant to Section 3.4 above
2 shall not be subject to such assessment.

3 3.4.2 A Replenishment Assessment will be levied on each Public
4 Agency as provided in Section 1.31. However, a Public Agency may pump Groundwater in
5 excess of the sum of its Adjusted Production Right, its share of Imported Water, Supplemental
6 Water applicable Carry-Over Credits per Section 6.9.2, Recharge Rights, and production of
7 Stored Water, in order to meet increasing demands, provided that such excess extractions shall
8 be subject to Replenishment Assessments.

9 **3.5 Surface Rights.** Eastern holds License Number 016667 from the State
10 Water Resources Control Board to divert, spread and recover surface flows of the San Jacinto
11 River within the Management Area. Lake Hemet holds pre-1914 appropriative rights to divert
12 and store surface flows in Lake Hemet, and to divert surface flows tributary to but outside of the
13 Management Area from Strawberry Creek and from the North and South Forks of the San
14 Jacinto River. All Parties acknowledge such Eastern and Lake Hemet rights, and the fact that
15 they are not subject to any assessments under this Judgment; provided that any water pumped by
16 Eastern under its License shall be included in its Adjusted Production Right.

17 **3.6 Fruitvale Judgment, Sale of Assets, and Agreements.** The Court
18 hereby finds that Eastern purchased all of the water rights and assets of the Fruitvale Mutual
19 Water Company (“Fruitvale”) pursuant to the Agreement described in Section 1.11(b) hereof,
20 and is now the owner thereof. Eastern, as the successor in interest to Fruitvale, is also a
21 defendant in the action described in Section 1.11(a) hereof. The Court finds that the only other
22 remaining Party in such action is the plaintiff City of San Jacinto. The Court retained continuing
23 jurisdiction in such action, and Eastern has made annual reports pursuant to the Fruitvale
24 Judgment. Pursuant to stipulation between Eastern and San Jacinto, and in accord with the
25 Physical Solution and terms of this Judgment, the Court hereby finds that the rights and
26 obligations of the Fruitvale Judgment have been subsumed in, and superseded by, this Judgment
27 and are no longer enforceable; that the limitations upon the place and amounts of water use in the
28 Fruitvale Judgment, the Purchase Agreement (including the provisions regarding domestic water

1 rates within the Fruitvale Improvement District) and the Agency Agreements, all described in
2 Sections 1.11(a), (b) and (c) are no longer applicable or enforceable; and that the continuing
3 jurisdiction of the Court under the Fruitvale Judgment and the obligations of Eastern to report
4 thereunder, are hereby terminated; provided, however, that any service area agreements or
5 agreements related to mutual aid or system interties between any of the Public Agency Parties
6 are not affected by this Judgment.

7 **3.7 Fruitvale Agency Rights.** The water rights of Hemet, San Jacinto and
8 Lake Hemet under the several agreements with Eastern described in Section 1.11(c) hereof have
9 been incorporated in their respective Base Production Rights under this Judgment.

10 **4. PRIVATE PUMPERS' WATER RIGHTS**

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

16 **4.2 Non-Participation.** A Private Pumper can elect not to participate in the
17 Water Management Plan and not to formally acknowledge its existence. Such Pumpers are
18 referred to as Non-Participants. Non-Participants shall continue to exercise whatever water
19 rights they may hold under California law unaffected by the Plan. However, the Parties do not
20 waive their rights to challenge any new or expanded use of water or water rights. Non-
21 Participants will not have the option of intervening as a Party under the Judgment at a later date.

22 **4.3 Class A Participation.** A Private Pumper can become a Party to the
23 Judgment as a Class A Participant under the following terms:

24 4.3.1 A Class A Participant who or which approves this Physical
25 Solution may vote for and/or be elected to serve as the Private Pumper representative on the
26 Watermaster, but other than as set forth in Sections 4.3.4 and 4.3.5, shall not otherwise have any
27 obligation for the implementation of the Physical Solution or the Water Management Plan.
28

1 4.3.2 A Class A Participant may, without any assessment by the
2 Watermaster, pump from the Participant's property within the Management Area the amount of
3 water that can be put to reasonable and beneficial use in the Participant's historic place of use or
4 as authorized under California law.

5 4.3.3 Unless the Watermaster determines otherwise, a Class A
6 Participant shall have the right to convert to Class B Participation during a grace period that shall
7 end 3 years after the entry of this Judgment and upon payment of the total assessments, without
8 interest, that the Class A Participant would have paid had the Class A Participant elected to be a
9 Class B Participant from the later of the initial production of Groundwater or the entry of the
10 Judgment herein. Conversely, the converting Participant will be given Carry-Over Credits to
11 which the Participant would have been entitled as a Class B Participant during said period
12 pursuant to Section 6.9.2 below; said Carry-Over Credits may be used to offset any
13 replenishment assessments, including any that would become due following the conversion.

14 4.3.4 A Class A Participant hereby authorizes the installation of water
15 meters, and the collection and reading of Groundwater production, level and water quality data
16 from the Class A Participant's well(s) by personnel authorized by the Watermaster. The
17 metering, meter reading, and other related monitoring efforts shall be at no cost to the Class A
18 Participant, and the Class A Participant shall receive copies of the reports and information
19 obtained upon request.

20 4.3.5 A Class A Participant shall describe or otherwise identify the
21 Participant's land and wells within the Management Area. The heirs, successors and assigns of
22 such land and wells shall succeed to the benefits of the Participant's rights under the Judgment,
23 and be bound by the obligations thereof, provided that such successor intervenes as a Party under
24 the Judgment. Absent such intervention, the successor will be treated as a Non-Participant.

25 **4.4 Class B Participation.** A Private Pumper can become a Class B
26 Participant on the following terms:

27 4.4.1 A Class B Participant's Base Production Right shall be equal to the
28 Participant's average annual production during the calendar years 1995 through 1999, less any

1 amount of water that had been used on land that was developed for non-agricultural purposes
2 after 1999, subject to adjustments by the Watermaster pursuant to Section 4.4.1.1. Any In-Lieu
3 Water used during said period in place of Groundwater production shall be treated as part of the
4 Groundwater production for calculating Base Production Rights. The Class B Participant shall
5 pay Replenishment Assessments on amounts in excess of its Base Production Right, subject to
6 any Carry-Over Credit adjustments pursuant to Section 6.9.2, but shall not be subject to
7 Administrative Assessments, and until transfer to a Public Agency, such Base Production Right
8 shall not be subject to reduction to Safe Yield. In the absence of production history for the entire
9 period (1995-99), the Watermaster, using all available information including power consumption
10 records and records of water use by similar farming operations in the area, will estimate the
11 average annual production for the Participant.

12 4.4.1.1 In the event that the land of a Class B Participant or of a
13 Class A Participant that requests conversion to Class B Participation did not go into full
14 production during the period 1995-1999, or in the absence of a sufficient production history or
15 record, the Watermaster will determine the Base Production Rights to be assigned to such
16 Participant, using all information available to it.

17 4.4.1.2 Upon written request by a Class B Participant, the
18 Watermaster shall have the authority to adjust the Class B Participant's Base Production Rights
19 for such period, and on such terms and conditions, as the Watermaster deems appropriate under
20 the circumstances. For example, but not by way of limitation, the Watermaster could increase
21 the Participant's Base Production Rights on a temporary basis to permit increased Groundwater
22 production during dry periods, or for frost protection, with or without a requirement that such
23 increased production be offset or "repaid" by a decrease in Groundwater production during
24 subsequent wet periods, or to account for added acreage or for a change in crops or use of the
25 land or for a change in ownership. Where new trees were planted during the period 1995-1999,
26 the Watermaster may calculate the Base Production Rights based on known or estimated water
27 use at maturity of such trees.
28

1 4.4.2 The Class B Participant approves this Physical Solution and may
2 vote for and/or be elected to serve as the Private Pumper's representative on the Watermaster.

3 4.4.3 Upon conversion of a Class B Participant's land from agricultural
4 to a use that requires water service from a Public Agency, the Public Agency shall credit, to the
5 extent legally permissible, the Class B Participant's Base Production Right, adjusted pursuant to
6 the percentage reductions in Sections 3.2.1 and 3.2.2, against any requirement then in effect for
7 any water supply assessment requirements, against any fees associated with water supply that the
8 Public Agency may then have in effect. The Public Agency serving the converted land shall
9 receive a credit added to its Base Production Right as set forth in Section 3.2.4.

10 4.4.4 Upon the sale of property to which or for which Base Production
11 Rights have been assigned by reason of the judgment herein, the Class B Participant may transfer
12 said rights to the purchaser on condition that the purchaser agrees in writing to be bound by the
13 terms of the judgment as a Class B Participant.

14 4.4.5 The Class B Participant hereby authorizes the installation of meters
15 and the collection and reading of Groundwater production, water level and water quality data
16 from the Class B Participant's well(s) by personnel authorized by the Watermaster. The
17 metering, meter reading and other related monitoring efforts shall be at no cost to the Class B
18 Participant, and the Class B Participant shall receive copies of the reports and information
19 obtained upon request.

20 4.4.6 A Class B Participant shall describe or otherwise identify the
21 Participant's land and wells within the Management Area. The heirs, successors and assigns of
22 such land and wells shall succeed to the benefits of the Participant's rights under the Judgment,
23 and be bound by the obligations thereof, provided that such successor intervenes as a Party under
24 the Judgment. Absent such intervention, the successor will be treated as a Non-Participant. A
25 Class B Participant may transfer Base Production Rights to new or replacement land on terms
26 and conditions established by the Watermaster.

27 **4.5 In-Lieu Water Use.** In the event any Private Pumper receives
28 Supplemental Water from a Public Agency to serve an historic use in place of Groundwater, or

1 otherwise engages in an in-lieu program after entry of the Judgment herein, the Overlying Right
2 of the Private Pumper shall not be diminished by the receipt and use of such Supplemental Water
3 or by engaging in an in-lieu program. In the event a Class B Participant received In-Lieu Water
4 for use in place of Groundwater during the period 1995-99, for purposes of determining Base
5 Production Rights, said use shall be considered as Groundwater use.

6 **4.6 Future Production Participation.** Any New Pumper after the entry of
7 this Judgment may intervene in this action and Judgment only as a Class A Participant and may
8 not thereafter convert to Class B status.

9 **4.7 Replacement Wells.** Re-drilling of existing wells and the drilling of new
10 wells to replace existing wells will not be considered new production as provided in Section 4.6.

11 **5. TRIBAL WATER RIGHTS**

12 The Tribal Water Rights have been determined as part of a settlement among the
13 Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. The settlement is
14 reflected in a Settlement Agreement, Congressional legislation and appropriation of funds, and a
15 Judgment in the Soboba Action. Such settlement includes the following provisions, which shall
16 be effective only upon fulfillment of all of the conditions precedent set forth in Article 3 of the
17 Settlement Agreement, a copy of which is attached hereto.

18 **5.1 Senior Right.** The Soboba Tribe shall have a prior and paramount right,
19 superior to all others, to pump 9000 acre-feet per year (3000 acre feet from the Canyon Subbasin
20 and the remainder from a portion of the San Jacinto Upper Pressure Subbasin referred to as the
21 Intake Subbasin), for use on the Reservation, as defined in Article 2.20 of the Settlement
22 Agreement, and on lands now owned or hereafter acquired by the Soboba Tribe contiguous to the
23 Reservation or within the Canyon and Intake Subbasins; provided, however, that such use shall
24 be limited to amounts set forth in a development schedule from 2,900 acre feet per year to 4,100
25 acre-feet per year for the first 50 years after the Effective Date as set forth in Exhibit "I" to the
26 Settlement Agreement. The Tribe's right to pump applies to all Groundwater, whether
27 replenished by Natural Recharge or by Supplemental Water. In addition, the Tribe shall have the
28 right to purchase additional water from the Watermaster during the fifty years that its use is

1 limited according to Exhibit "T" to the Settlement Agreement at the rate then being charged to the
2 Public Agencies under the Water Management Plan. In the event the Soboba Tribe is unable,
3 except for mechanical failure of its wells, pumps or water facilities, to produce from its existing
4 wells or equivalent replacements up to 3,000 AFA production from the Canyon Subbasin and the
5 remainder of its Tribal Water Rights from the Intake Subbasin, Eastern and Lake Hemet shall
6 deliver any shortage to the Soboba Tribe as provided in Section 4.1C of the Settlement
7 Agreement. Pumping for such purpose shall not be subject to Administrative or Replenishment
8 Assessments, and shall not be counted as part of Adjusted Production Rights.

9 **5.2 Metropolitan Water.** The Soboba settlement provides, among other
10 matters, that Metropolitan will use its best efforts to deliver sufficient Imported Water to yield
11 7,500 acre-feet per year, based upon 15 year averages, for Recharge in the Management Area at
12 its untreated replenishment water rate, or any successor rate of equivalent price as provided in
13 Section 4.4A of the Settlement Agreement.

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

22 **5.4 Capital Facilities.** Eastern on behalf of the Water Management Plan
23 participants will receive \$10 million from the United States, to be applied to the costs of
24 constructing and operating the Phase I capital facilities necessary to import and Recharge
25 Supplemental Water as described in the Plan.

26 **5.5 Public Agencies' Use of Facilities.** Additional grant funds from the State
27 of California or the United States may also be available for such capital facilities. The rights of
28

1 the Public Agencies to the use of such facilities will be affirmed by contract as set forth in
2 Sections 9.6.4(1) and 9.6.4(3).

3 **5.6 Acknowledgement of Soboba Tribe Settlement.** The Parties to this
4 Judgment hereby recognize the Tribal Water Rights, as set forth above, and the applicable
5 provisions of the Soboba Tribe Settlement Agreement, and acknowledge that protection of Tribal
6 Water Rights is one of the goals of the Water Management Plan.

7 **6. PHYSICAL SOLUTION.**

8 **6.1 Purpose and Objective.** Pursuant to California water law and the
9 California Constitution, article X, section 2, the Court adopts this Physical Solution to maximize
10 reasonable beneficial use of Surface Water, Groundwater and Supplemental Water for water
11 users in or dependent upon the Management Area, to eliminate Overdraft, to protect the prior
12 rights of the Soboba Tribe, and to provide the Parties with the substantial enjoyment of their
13 respective rights, including, the priorities thereof.

14 **6.2 Need for Flexibility.** In order to adapt to potential changes in hydrology,
15 land use, and social and economic conditions, the Physical Solution must provide some degree of
16 flexibility and adaptability. Accordingly, the Court retains broad jurisdiction to supplement the
17 discretion granted to the Watermaster herein.

18 **6.3 Rights to Groundwater.** Groundwater in the Management Area may
19 occur from: Natural Recharge; spreading operations of natural flows; Recharge with
20 Supplemental Water acquired with assessment funds; return flows, fallowing or in-lieu recharge
21 programs financed with assessment funds. All such Groundwater shall be available to support
22 the pumping of the Parties as allowed herein, and shall not be the property of any individual
23 Party. Subject to the provisions of Section 6.7.2, this Section does not preclude any Party,
24 pursuant to a Storage Agreement, from storing Supplemental Water at its own cost, retaining
25 title thereto, and pumping such water without assessment.

26 **6.4 Resolution of Priorities.** By reason of the long and continuous Overdraft
27 of the Management Area, the contribution of all Parties to the Overdraft, the economies that have
28 developed on the basis of the Overdraft, the severe economic disruption that could occur under

1 strict priorities and the doctrines of prescription and laches, the complexity of determining
2 appropriative priorities, and the need to make the maximum beneficial use of the water resources
3 of the State, the Parties are estopped and barred from asserting specific priorities or preferences
4 to the pumping of Groundwater in the Management Area, except as provided in this Judgment,
5 and the Court finds that the provisions of this Judgment provide for the substantial enjoyment of
6 the respective rights of the Parties.

7 **6.5 Water Management Plan.** The Watermaster will approve and implement
8 a Water Management Plan to enforce and implement the Physical Solution, and may modify
9 such Plan as conditions require, subject to the provisions of the Settlement Agreement. The Plan
10 will also facilitate and accommodate the settlement of the water rights of the Soboba Tribe, and
11 shall be subject to the approval of the Soboba Tribe and the United States as trustee for the Tribe.
12 The Parties agree that the Plan shall incorporate and serve to implement the following goals:

13 6.5.1 Groundwater levels within the Management Area have generally
14 been declining for a number of years, and the Management Area is presently in a condition of
15 Overdraft. The Watermaster shall calculate the Safe Yield of the Management Area on an
16 annual basis, at least until the Overdraft is substantially eliminated. The Plan will, within a
17 reasonable period, eliminate Groundwater Overdraft and provide for excess production by
18 implementing a combination of available water resources management elements. These
19 elements include: reduction in natural Groundwater production; enhanced Recharge with native
20 and/or Supplemental Water; increased use of Recycled Water; in-lieu replenishment; acquisition
21 and development of Supplemental Water; and water conservation programs.

22 6.5.2 The Management Area is expected to experience residential,
23 commercial, and industrial growth and development over the next decade. The estimated
24 amount of Supplemental Water that will be necessary to provide for and adequately serve this
25 new growth and development is 15,000 acre feet per year. The Water Management Plan shall
26 accommodate the orderly expansion of existing water production and service systems, and
27 provide a clear planning process for meeting these projected growth trends.
28

1 6.5.3 The Plan should be implemented in a manner to protect and/or
2 enhance Management Area water quality.

3 6.5.3.1 The Watermaster is authorized to undertake direct
4 operations in connection with reducing, controlling or dealing with Groundwater Degradation,
5 including development or purchase of water supplies of any nature (local private rights, Imported
6 Water, Recycled Water, salvaged water, and/or low quality water).

7 6.5.3.2 The Watermaster is also authorized to provide incentives to
8 the Public Agencies or other Groundwater producers to encourage production of Degraded
9 Groundwater as the Watermaster deems appropriate. For example, the Watermaster could
10 provide that all or some portion of such production would not be charged against the producer's
11 Base Production Rights and/or could adjust or not impose the Administrative and/or
12 Replenishment Assessment otherwise due. The Watermaster may determine the appropriate
13 incentives on a case-by-case basis or may establish a formula or schedule that would reflect or be
14 based on benefits to the Management Area resulting from such production.

15 6.5.3.3 If implementation of certain elements of the Plan causes
16 limited localized water quality Degradation and such Degradation impedes the then current
17 beneficial uses of water by any Public Agency in the Management Area, the Watermaster shall
18 implement appropriate mitigation measures to ensure the water supply to the affected Public
19 Agency, and shall bear the associated cost.

20 6.5.3.4 The standards for local water quality Degradation shall be
21 defined by the Watermaster, and such definitions may be amended from time to time.

22 6.5.4 The Water Management Plan should serve to support the pursuit of
23 cost-effective water supply and water treatment by the Public Agencies, both individually and
24 collectively.

25 6.5.5 The Water Management Plan should serve to protect Tribal Water
26 Rights.

27 6.5.6 The Watermaster shall implement a monitoring program to ensure
28 that Plan activities follow best management and engineering principles to protect Management

1 Area water resources, and to compile and analyze data on Groundwater production, water levels,
2 water quality and Groundwater in storage.

3 **6.6 Replenishment Program.** The Groundwater replenishment program shall
4 be administered by the Watermaster. The program shall include: the acquisition of Supplemental
5 Water; the collection and expenditure of Replenishment Assessments; the Recharge of the
6 Management Area; and the construction and operation of all necessary facilities, including but
7 not limited to, development of surface and subsurface percolation and injection facilities. In
8 addition, a source of Recharge Water for agencies contributing to the Settlement Payment
9 described in Section 5.3 will be Imported Water provided by Metropolitan under the Settlement
10 Agreement, and not used by the Soboba Tribe.

11 6.6.1 Priority for replenishment will be based on an equitable
12 apportionment of available replenishment water among the subbasins after full consideration of:

13 6.6.1.1 The Public Agency's participation in the payment in the
14 Settlement Payment described in Section 5.3.

15 6.6.1.2 Hydrologic conditions in the Management Area.

16 6.6.1.3 The Management Area's Water demands.

17 6.6.1.4 The availability of storage capacity to accommodate the
18 Natural Recharge of surface flows.

19 6.6.1.5 The availability of appropriate conveyance facilities.

20 6.6.1.6 The availability of Supplemental Water,

21 6.6.1.7 Protection of Tribal Water Rights.

22 6.6.2 The Watermaster is encouraged to take advantage of surplus
23 Imported Water from Metropolitan that occasionally may be available at low cost, and to use
24 available assessment funds to bank such Recharge Water against future production in excess of
25 Adjusted Production Rights.

26 6.6.3 The Public Agencies shall independently or jointly operate their
27 present facilities to maximize the existing spreading and Recharge operations of natural flow in
28

1 the Management Area. Such Recharge Water shall be available to support the pumping of all
2 users, and shall not be the property of the spreading Public Agency.

3 6.6.4 All water used to replenish any subbasin in the Management Area
4 shall meet the Regional Water Quality Control Board, Santa Ana Region requirements, and the
5 provisions of Article 4.2 of the Settlement Agreement, and may be used in any subbasin where
6 such requirements are met.

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

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

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

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

20 6.7.2.2 The Watermaster shall have the first right to purchase any
21 water available for Recharge for use under the Plan.

22 6.7.2.3 Later recovery of Stored Water shall exclude losses, and shall not be subject to
23 either Administrative or Replenishment Assessments.

24 6.7.2.4 Such recovered water may be used anywhere within the
25 service area of the Party.

26 6.7.2.5 Such Stored Water may be transferred while still in
27 storage.
28

1 6.7.3 Any conjunctive use programs within the Management Area for
2 the benefit of territory outside of the Management Area shall be subject to the Watermaster's
3 approval and the governance provisions herein. Any storage, conjunctive use programs by third
4 Parties, or in-lieu recharge programs financed with assessment funds, shall be subject to the
5 Watermaster's approval and the governance provisions herein; provided that Metropolitan has
6 the right under the Soboba Settlement Agreement to use up to 40,000 acre-feet of storage
7 capacity in the San Jacinto Upper Pressure Subbasin for the pre-delivery of water required under
8 Section 5.2.

9 6.7.4 Eastern and Lake Hemet have previously provided water for
10 replenishment of the Management Area. As of May 1, 2005 these amounts, less losses, were
11 12,694 acre-feet for Eastern and 950 acre-feet for Lake Hemet. Such Parties shall have Recharge
12 Rights to recover these amounts, less any future losses, without either Administrative or
13 Replenishment Assessments, and may use such Rights to offset excess pumping in lieu of
14 Replenishment Assessments. The water available under such Recharge Rights shall be pumped
15 within 15 years of the entry of this Judgment, but not more than 2000 acre-feet in a single year.
16 The Public Agencies shall notify the Watermaster when such Recharged Water is being pumped,
17 and in what amounts, and the Watermaster shall keep an accounting of the amounts remaining.
18 The use of such credits shall be interpreted and administered so as not to increase the
19 replenishment obligations or assessments of those Parties without such past credits, or after such
20 credits have been fully used.

21 6.7.5 The accounting for recovery of Stored Water or Recharge Water
22 from the Management Area shall not include any water that escapes therefrom and migrates
23 downstream beyond the Management Area. Losses will be calculated based upon best
24 engineering principles.

25 **6.8 Recycled Water.** The use of Recycled Water produced by Eastern can be
26 of substantial benefit in providing additional water in the Management Area. The Watermaster
27 shall have a right of first refusal to purchase all Recycled Water produced from treatment
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1 facilities serving the Management Area that is not subject to then existing contracts. Such
2 Recycled Water may be used for Recharge or direct use within the Management Area.

3 6.8.1 Each Public Agency may implement its own Recycled Water
4 program, for direct use, subject to the availability of Recycled Water. The Public Agency shall
5 be responsible for financing, operating and maintaining the facilities necessary for that program.
6 The Watermaster will support loan or grant applications, and the Public Agencies will work to
7 integrate Recycled Water into the Water Management Plan, to the extent economically feasible
8 while meeting regulatory standards.

9 6.8.2 Currently only Eastern has Recycled Water available for Recharge.
10 To the extent such Recycled Water is not acquired by the Watermaster for use under the Plan,
11 any such water recharged in the Management Area shall remain the property of Eastern and may
12 be pumped (less losses) without Replenishment Assessments.

13 **6.9 Assessment Program.** The Assessment Program contemplated by the
14 Water Management Plan and consisting of Administrative Assessments and Replenishment
15 Assessments as described in Sections 1.2, 1.30, and 3.4, respectively, shall be administered by
16 Eastern pursuant to a contract with the Watermaster pursuant to the provisions of Section
17 9.6.4(5).

18 6.9.1 All Assessments shall be used for Replenishment Expenses and
19 Administrative Expenses.

20 6.9.2 Subject to the limitations in this Judgment, each Public Agency
21 that produces less than its Adjusted Production Right and share of Imported Water, and any
22 Class B Participant producing less than its Base Production Right, shall have the following
23 Carry-Over Credit:

24 6.9.2.1 Carry-Over Credit shall be the difference in acre-feet
25 between a Public Agency's Adjusted Production Right and share of Imported Water and
26 Supplemental Water, and the Public Agency's actual production in a calendar year, or the Class
27 B Participant's Base Production Right and the Class B Participant's actual production in a
28 calendar year.

1 6.9.2.2 The Carry-Over Credit may be applied to reduce the
2 amount of acre feet upon which a Public Agency or Class B Participant must pay a
3 Replenishment Assessment either for the previous year or in any subsequent year. Carry-Over
4 Credits are transferable by a Public Agency to the Watermaster or, subject to a right of first
5 refusal by the Watermaster, to another Public Agency. Carry-Over Credits may be retained for
6 more than one calendar year. The Public Agencies shall notify the Watermaster if a Carry-Over
7 Credit is being retained. The Public Agencies shall notify the Watermaster if a Carry-Over
8 Credit is being transferred and shall provide information requested by the Watermaster regarding
9 the transfer.

10 6.9.2.3 The Watermaster shall keep an accounting of all
11 Carry-Over Credits.

12 6.9.3 All Watermaster assessment invoices shall be payable to
13 Watermaster within 60 days of notice. Any delinquent assessments shall bear interest at a rate to
14 be set by the Watermaster. Watermaster is entitled to recover its reasonable expenses in
15 collecting any assessment, including attorney's fees and costs.

16 6.9.4 The Watermaster is authorized to adjust assessments, where
17 deemed appropriate, to provide incentives for production of Degraded Groundwater as described
18 in Section 6.5.3.

19 **6.10 Export.** The Public Agencies may export water outside the Management
20 Area, on a temporary basis, upon approval by the Watermaster. However, any water exported
21 shall be replenished with an appropriate amount of similar or better quality water as determined
22 by Watermaster. Water exports by the Public Agencies shall not interfere with the Water
23 Management Plan or any other Public Agency's operations. The Water Management Plan will
24 set forth the specific criteria for the export of water, including, but not limited to, conjunctive use
25 programs.

26 **6.11 Capital Facilities.** Each Public Agency shall continue to own its existing
27 capital facilities for water supply and management, subject to the provisions of Section 9.6.6.
28 However, the Phase I capital facilities necessary to implement the Water Management Plan shall

1 be owned and operated by Eastern, pursuant to the Plan and in a fiduciary capacity for the benefit
2 of all Parties under this Judgment, pursuant to Sections 5.4; 9.6.4(1); 9.6.4(3).

3 6.11.1 Financing of Water Management Plan facilities may be funded by
4 assessments, regional capital fees, loans and grants, contributions for Storage Rights by
5 Metropolitan or other third-parties, and municipal bonds. Responsibility for the costs of future
6 capital facilities necessary to implement the Plan, beyond the Phase I facilities, shall be
7 determined by the Watermaster and apportioned based on relative benefit to be derived by each
8 Public Agency.

9 6.11.2 Any of the participating Public Agencies may propose projects to
10 be included in the Water Management Plan to increase the Management Area water supply.
11 Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the
12 Watermaster chooses to reject the proposal, the proposing Public Agency may implement the
13 rejected project at its own cost so long as it does not significantly impact the implementation of
14 the Management Plan and/or interfere with the ongoing production by the Public Agencies.

15 **7. INJUNCTION.**

16 Each Party and his, her or its officers, agents, employees, successors and assigns,
17 is enjoined and restrained from:

18 7.1 Producing water from the Management Area without payment of required
19 Administrative Assessments.

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

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

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

26 7.5 Storing or exporting water except as authorized in this Judgment.
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1 **8. CONTINUING JURISDICTION.**

2 **8.1 Full Jurisdiction.** Full jurisdiction, power and authority is reserved to the
3 Court as to all matters contained in this Judgment, including expedited intervention by
4 successors in interest to Private Pumpers, except:

5 8.1.1 To redetermine Base Production Rights of the Public Agencies or
6 Class B Participants.

7 8.1.2 As otherwise limited by law.

8 **8.2 Motion to Interpret.** By motion to the Court, upon 30 days written
9 notice and after hearing, any Party or Watermaster may request the Court to make such further or
10 supplemental orders to interpret, enforce, carry-out or amend this Judgment. Any such motion
11 shall be reviewed de novo by the Court. Any such motion shall be served on all Parties and
12 Watermaster at the addresses on the Watermaster's notice list.

13 **9. WATERMASTER.**

14 **9.1 Composition.** The Watermaster shall consist of a board composed of one
15 elected official and one alternate selected by each of the Public Agencies and one Private
16 Pumper representative and one alternate selected by the Class A and Class B Private Pumpers.

17 **9.2 Terms.** Each member of the Watermaster shall serve until replaced by the
18 Public Agency or Private Pumpers that made the original appointment, provided, however, that
19 the election or removal of a Private Pumper representative shall be decided by a majority vote of
20 the Class A and Class B Participants attending a meeting called for that purpose by written notice
21 sent to each Class A and Class B Participant or their successors, by U. S. mail or electronic mail
22 at least ten (10) days before such meeting. Said notice shall include the date, time and location
23 of the meeting.

24 **9.3 Removal and Replacement.** Any Watermaster member may be removed
25 and replaced by the same procedure used in his or her appointment.

26 **9.4 Voting.** Each member of the Watermaster shall have one vote. Four
27 affirmative votes shall be required in order to constitute Watermaster action on each of the
28 following matters. (1) any change sought in the form of governance; (2) any change in voting

1 requirements; (3) retaining the services of legal counsel and Advisor; (4) establishing, levying,
2 increasing or decreasing all assessment amounts; (5) adopting or amending an annual budget; (6)
3 determining the extent of Overdraft and quantifying Safe Yield; (7) determining Adjusted
4 Production Rights; (8) decisions regarding the financing of Supplemental Water or facilities,
5 other than any financing provisions included in this Stipulated Judgment as provided in Sections
6 5.3, 5.4, 5.5 hereof; (9) decisions regarding ownership of facilities, other than ownership of the
7 Phase I facilities described in the Water Management Plan, which shall be owned by Eastern
8 Municipal Water District, subject to a right of use by those Parties participating in the financing
9 thereof; (10) policies for the management of the Management Area; (11) and any decision that
10 involves a substantial commitment by the Watermaster, including any contracts for conserved
11 water. All other actions by the Watermaster shall require three affirmative votes.

12 **9.5 Court Review.** Any action by the Watermaster, or any failure to act by
13 virtue of insufficient votes, may be reviewed by the Court on motion by any Party, with notice to
14 all other Parties. The Court's review shall be de novo, and the Court's decision shall constitute
15 action by the Watermaster.

16 **9.6 Powers and Duties.** In order to implement the provisions of this
17 Judgment, the Watermaster shall have the following duties and powers:

18 **9.6.1 Water Management Plan.** Watermaster shall develop and
19 implement a Water Management Plan, with such additions and modifications as may from time
20 to time be appropriate, and shall administer the provisions of this Judgment. The Water
21 Management Plan shall be subject to approval by the Court, by the Soboba Tribe, and by the
22 United States.

23 **9.6.2 Independent Counsel.** The Watermaster shall retain independent
24 legal counsel to provide such legal services as the Watermaster may direct.

25 **9.6.3 Advisor.** The Watermaster shall retain either an independent
26 engineering firm or qualified individual experienced in hydrology to evaluate and analyze the
27 data collected by Eastern, and any conclusions based thereon, and to make recommendations to
28 the Watermaster, referred to herein as "Advisor." The Advisor shall also provide general

1 coordination among Eastern, the Technical Advisory Committee and the Watermaster with
2 respect to their respective functions, and perform such executive functions as the Watermaster
3 may direct. The Watermaster reserves the right to refer any matter it may choose to any Person
4 it may select for assistance in carrying out its duties under this Judgment.

5 **9.6.4 Operations and Other Functions.**

6 **9.6.4.1 Operations – Phase I Facilities.** The Phase I Facilities
7 (including capital facilities and spreading basins, as more particularly defined in the Water
8 Management Plan) are either existing facilities of Eastern that will be expanded or improved as
9 part of the Water Management Plan, or are new facilities that will be integrated into Eastern’s
10 existing facilities and will be owned by Eastern. Pursuant to the terms and conditions of
11 contracts to be entered into between Eastern and the Watermaster, and Eastern and the other
12 Public Agencies, Eastern shall construct, install, and operate the Phase I Facilities consistent with
13 the Water Management Plan.

14 **9.6.4.2 Operations – Other Facilities.** The Water Management
15 Plan anticipates the need for the construction and installation of other facilities in order to
16 accomplish the goals of the Judgment. Such facilities may be constructed, installed and operated
17 under contract with the Watermaster, by a member of the Watermaster or, in circumstances
18 approved by the Watermaster, by other responsible entities.

19 **9.6.4.3 Purchase of Water for Groundwater Recharge.** The
20 Soboba settlement requires Metropolitan to use its best efforts to deliver an average of 7500
21 acre-feet per year of Imported Water for Recharge of the Management Area. This supply is
22 dedicated first to satisfy the rights of the Soboba Tribe as provided in the Settlement Agreement.
23 Such portion of the supply that is not used by the Soboba Tribe will be available to those Parties
24 who have participated in the cost thereof. Subject to the approval of the Watermaster, Eastern
25 shall enter into a contract with Metropolitan for the purchase and delivery of such Imported
26 Water supply. Eastern shall also purchase as a member agency of Metropolitan, or otherwise
27 acquire, such additional supplies of water as may be directed by the Watermaster to implement
28 the Water Management Plan, subject to availability and transmission capacity. All such water

1 delivered by Metropolitan, or otherwise acquired by Eastern, and all Eastern facilities used to
2 deliver, recharge and recapture such water, shall be subject to rights of use by the Parties entitled
3 thereto. Such rights of use shall be confirmed in detail in written contracts with Eastern.

4 Recycled water is also available for direct and indirect Groundwater Recharge from Eastern's
5 wastewater treatment facilities serving the Management Area. The Watermaster shall have a
6 right of first refusal to purchase all Recycled Water produced from such plants that is not subject
7 to then existing contracts. The Watermaster is authorized to use its funds, or funds provided by
8 the Parties, to purchase Imported Water, Supplemental Water, or other water.

9 **9.6.4.4 Data Collection.** The Watermaster shall provide for the
10 collection and maintenance of all production, water level, water quality, and other technical data
11 necessary under or required by the Water Management Plan ("Data"). Pursuant to the terms and
12 conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall
13 collect and maintain all such Data and transmit such Data to the Watermaster, its Advisor, and
14 the Technical Advisory Committee as directed by the Watermaster. The foregoing clause does
15 not restrict the ability of the Watermaster to enter into other agreements with other members of
16 the Watermaster and/or private firms and individuals for the collection of Data.

17 **9.6.4.5 Accounting.**

18 **9.6.4.5.1 Financial Accounting.** The Watermaster shall
19 provide for the levy, billing, and collection of all assessments provided for under the Judgment,
20 for the payment of costs and expenses of the Watermaster, and for the performance of such
21 accounting and related functions as may be required in connection with those functions
22 ("Accounting Functions"). All funds collected shall be held in a segregated account. All
23 expenses and disbursements shall be separately accounted for. Pursuant to the terms and
24 conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall
25 initially perform the Accounting Functions for Watermaster. The foregoing clause does not
26 restrict the ability of the Watermaster to enter into other agreements with other members of the
27 Watermaster and/or private firms and individuals to provide some or all of the Accounting
28 Functions.

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9.6.4.5.2 Water Use, Storage and Transfers. The

Watermaster shall account for all production by Class A and Class B Participants and Public Agencies using information reported or obtained for that purpose. The Watermaster shall also account for Carry-Over Credits, including the transfer thereof where authorized, and for the use and/or storage and/or transfers of Imported Water by Public Agencies.

9.6.5 Technical Advisory Committee. There has been a Technical

Advisory Committee that has functioned throughout the development of the Water Management Principles and Plan, and this Stipulated Judgment. That Committee has been composed of such managerial and technical representatives as the individual Parties decide to appoint. Each Party has paid the costs of its own representatives, and shall continue to do so in the future. The Technical Advisory Committee shall continue to function, and to provide such technical assistance as the Watermaster may request. The Technical Advisory Committee shall make recommendations to the Watermaster’s Advisor and to the Watermaster on all matters requiring four votes for Watermaster action, and shall receive from Eastern all data associated with such matters for its review and evaluation. The Technical Advisory Committee and its members shall also function as a way to keep the City Councils, Boards of Directors and participating Private Pumpers fully informed about the implementation of this Judgment.

9.6.6 Reservation of Rights. The Watermaster reserves the right to

assume, on its own, any functions set forth in Section 9.6.4, except as provided in Section 9.6.4(1), and to undertake all other acts required to implement the Plan and this Judgment, so long as it is legally capable of performing such functions. The Watermaster, if it should choose, may also act through or in conjunction with the other Public Agencies, or through a Joint Powers Agency composed of all the Public Agencies hereunder. Except as specifically provided in Section 9.6.4(1) with respect to Eastern’s facilities used in Phase I, the Watermaster shall have no right to use or acquire the water facilities of any of the Parties, without their consent, provided that it is the intent of the Parties that their individual facilities will be available where appropriate to implement the Water Management Plan, upon terms equitable to all Parties, and consistent with their respective obligations to their own customers.

1 **9.6.7 Rules and Regulations.** The Watermaster may make such rules
2 and regulations as may be necessary for its own operations as well as for the operation of the
3 Plan and this Judgment, subject to Court approval. Meetings of the Watermaster shall be subject
4 to the Brown Act .

5 **9.6.8 Reports to Court.** The Watermaster shall file annually with the
6 Court, and serve on all Parties, a report regarding its activities during the preceding year,
7 including an audited statement of all accounts and financial activities.

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

14 **9.7 Watermaster Records.** Watermaster's records shall be kept at the office
15 of Eastern unless changed by the Watermaster and approved by the Court. These records shall
16 be treated as public records under the Public Records Act. California Government Code sections
17 6250-6277 (West 1995 and Supp. 2002).

18 **10. MISCELLANEOUS.**

19 **10.1 Intervention After Judgment.** A New Pumper can intervene in this
20 action as a Class A Participant only, pursuant to Section 4.6. Any other Person who is an heir,
21 successor or assign of an existing Party, may become a Party to this action and Judgment, subject
22 to the conditions contained herein, by filing a petition in intervention. The petition may be filed
23 and approved ex parte with notice to the Watermaster. Such intervener shall thereafter be a Party
24 bound by this Judgment, and entitled to the rights and privileges accorded under this Judgment to
25 the Party such Person succeeds in this action.

26 **10.2 Loss of Rights.** No right adjudicated in this Judgment shall be lost by
27 non-use, abandonment, forfeiture or otherwise, except upon a written election by the owner of
28 the right filed with Watermaster, or by order of the Court upon noticed motion and after hearing.

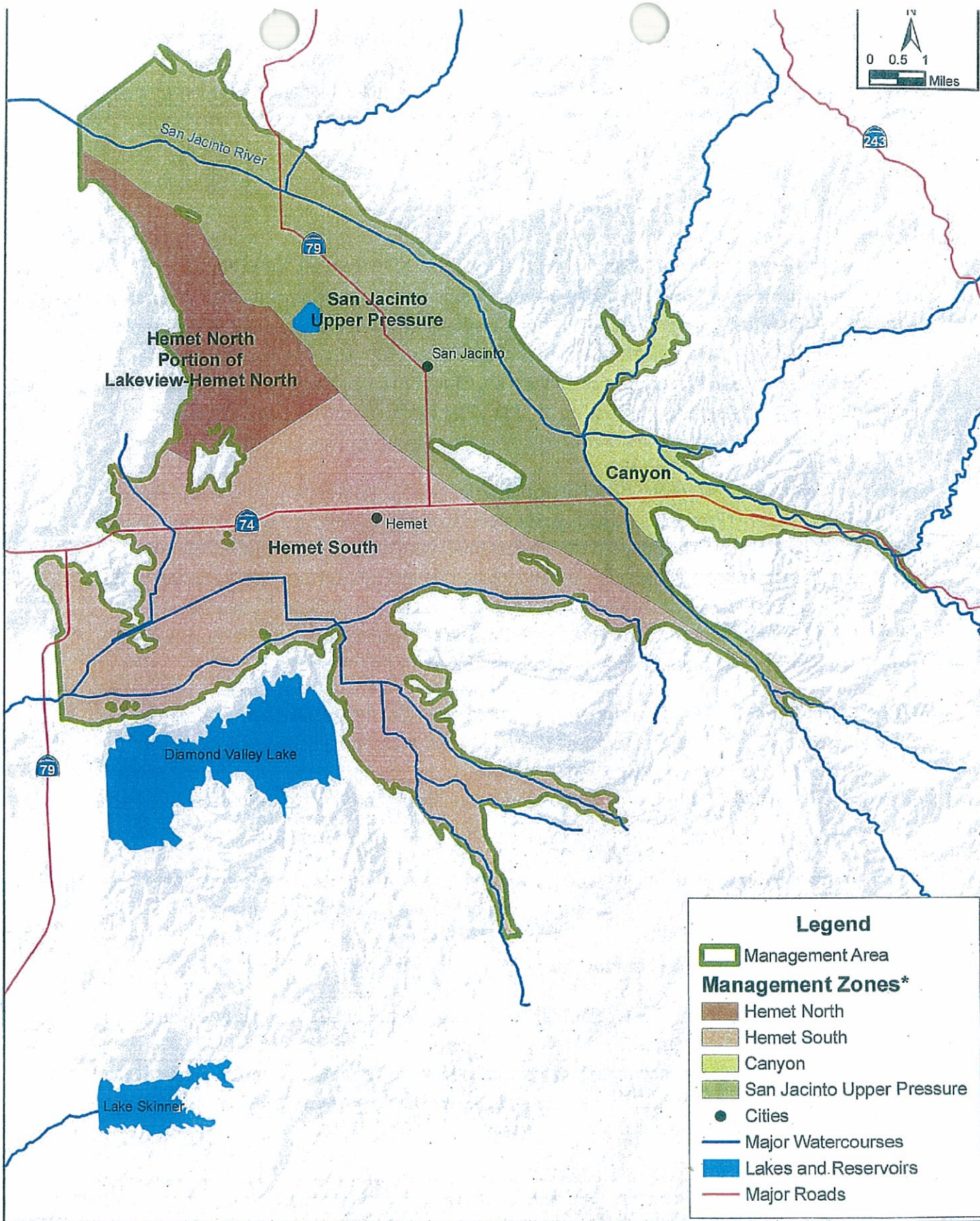
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10.3. Attorney's Fees and Costs. No Party shall recover any attorney's fees or costs in this proceeding from any Party.

DATED: 4/18, 201¹³/₂

M.P. PAULETTE D. BARKLEY
Commissioner, Superior Court of
~~California, Riverside County~~
JUDGE OF THE SUPERIOR COURT

EXHIBIT A



Management Area and Management Zones

Hemet / San Jacinto Water Management Plan

July 2006

*Source: EMWD

Figure 1.1

EXHIBIT B

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EXHIBIT B

List of Parties to this Judgment

A. Public Agencies

1. Eastern Municipal Water District ("Eastern")
2. Lake Hemet Municipal Water District ("Lake Hemet")
3. City of Hemet ("Hemet")
4. City of San Jacinto ("San Jacinto")

B. Class A Participants – (In Alphabetical Order)

1. Arlington Veterinary Laboratories, Inc.
2. Joseph William Bahan, Trustee of the Joseph William Bahan & Judith Ann Bahan Revocable Trust dated May 17, 1995
3. Judith Ann Bahan, Trustee of the Joseph William Bahan & Judith Ann Bahan Revocable Trust dated May 17, 1995
4. Michael D. Bahan
5. C & E DeVries Investment Co., L.P., a California Limited Partnership
6. De Anza Ranch, LP, a California Limited Partnership (Record)
7. Betsy Gless Demshki
8. John Demshki
9. Janet A. Gless, Trustee of The Gless Family Trust restated November 30, 1999
10. John J. Gless, Trustee of The Gless Family Trust restated November 30, 1999
11. Lillian A. Bahan Heideman, aka Lillian Agnes Miller, Trustee of the Lillian Agnes Miller Revocable Trust dated February 17, 1994
12. Patricia A. Jordan, Trustee of the Patricia A. Jordan Revocable Trust dated September 29, 1993

- 1 13. Donald Francis Leuer, Trustee of the Leuer Family Revocable Trust dated
- 2 June 10, 1997
- 3 14. Sharon E. Leuer, Trustee of the Leuer Family Revocable Trust dated June 10,
- 4 1997
- 5 15. Clifford J. Olsen
- 6 16. Elva I. Olsen, Trustee of The Robert D. Olsen & Elva I. Olsen Revocable Trust
- 7 UDT February 27, 1990
- 8 17. Robert D. Olsen, Trustee of The Robert D. Olsen & Elva I. Olsen Revocable
- 9 Trust UDT February 27, 1990
- 10 18. Sherry A. Olsen
- 11 19. Jacoba M. Oostdam, Trustee of the Peter & Jacoba Oostdam Family Trust
- 12 20. John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Katie
- 13 Michelle Oostdam
- 14 21. John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Margie K.
- 15 Oostdam
- 16 22. John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Melissa
- 17 Oostdam
- 18 23. John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Jessica
- 19 Lynn Oostdam
- 20 24. George R. Phillips, Trustee of the John & Sheryll Te Velde Children's Irrevocable
- 21 Trust
- 22 25. Anne M. Record, Trustee of the Record Revocable Trust dated July 14, 2005
- 23 26. Randolph A. Record, Trustee of the Record Revocable Trust dated July 14, 2005
- 24 27. San Jacinto Fund, LLC, a Colorado Limited Liability Company
- 25 28. Six Bees, LLC, a California Limited Liability Company
- 26 29. Anne Sybrandy, Trustee of the Sid & Anne Sybrandy 2002 Trust
- 27 30. Sidney Sybrandy, Trustee of the Sid & Anne Sybrandy 2002 Trust
- 28 31. Yorba, LLC, a California Limited Liability Company

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C. Class B Participants – (In Alphabetical Order)

1. Eric Jon Boersma
2. Julie Ann Boersma
3. Peter Boersma, Trustee of the Peter & Rita Gayle Boersma Family Trust dated October 13, 1989
4. Rita Gayle Boersma, Trustee of the Peter & Rita Gayle Boersma Family Trust dated October 13, 1989
5. Rabbi Eliezer Gross & Rex Johnson, Co-Trustees of the Amended & Restated John and Dora Boruchin Administrative Trust dated December 23, 2013
6. Curci San Jacinto Investors, LLC, a Delaware limited liability company
7. The Lauda Family Limited Partnership, a California Limited Partnership
8. Nuevo Development Company, LLC, a Delaware limited liability company
9. Pastime Lakes Investment Co., LLC, a California Limited Liability Company
10. Rancho Diamante, LLC, a Delaware limited liability company
11. San Jacinto Spice Ranch, Inc.
12. San Jacinto Spice Ranch, Incorporated
13. Scott A.G. Properties, L.P., a California Limited Partnership
14. Scott AG Property, L.P., a California Limited Partnership
15. Unified Aircraft Services, Inc., a California Corporation
16. Donald Dick Van Dam, Trustee of the Donald Dick & Frances L. Van Dam Revocable Family Trust
17. Frances L. Van Dam, Trustee of the Donald Dick & Frances L. Van Dam Revocable Family Trust
18. Benjamin C. Warren, Trustee of the Warren Marital Trust dated October 2, 2010

EXHIBIT "B"
PUBLIC AGENCY PARTIES

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.: RIC 1207274
14 A California Municipal Water District,)
15) STIPULATION FOR
16 Plaintiff,) ENTRY OF JUDGMENT
17 vs.)
18)
19 CITY OF HEMET; et al.,)
20)
21 Defendants.)
22)
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28)

29 The parties hereto agree and stipulate as follows:

30 1. The following facts, considerations, and objectives, among others, provide the
31 basis for this Stipulation for Entry of Judgment:

32 a. On May 16, 2012, the Eastern Municipal Water District commenced this
33 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
34 described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
35 The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
36 Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3
4 3. The parties agree that jurisdiction over each of the parties has been established by
5 the allegations in the Complaint and that proper service of process of the Summons and
6 Complaint upon each of the defendants has occurred.

7
8 4. The parties agree that the proper venue for this matter is the California Superior
9 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
10 defendants appearing in this action have been filed, generally denying all allegations in the
11 Complaint except those expressly admitted.

12
13 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
14 be made and entered by the Court binding these stipulating parties in this action. Each Private
15 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
16 description of said defendant's property within the Management Area, including the acreage
17 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
18 as a Class "A" or Class "B" Participant.


19
20 6. Accordingly, the parties request that the Court hold a hearing to determine
21 whether there is any objection to said proposed Judgment.

22
23 7. The parties agree that in the event that the Court is unwilling to enter a final
24 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
25 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
26 The parties further agree that in the event this Stipulation becomes null and void under this
27 provision, all defendants will have thirty (30) days to file and serve amended responsive
28 pleadings.


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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

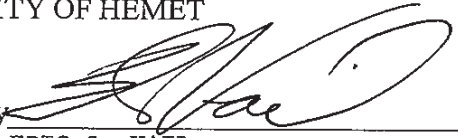
DATED: 2/27, 2013

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By 
GERALD D. SHOAF

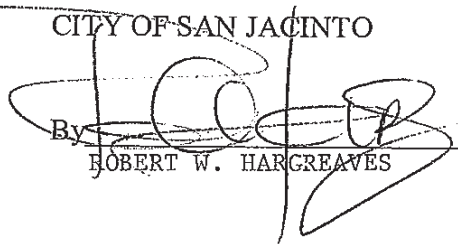
DATED: 2/27, 2013

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By 
JEFFERY F. FERRE

DATED: 2/27, 2013

DEFENDANT:
CITY OF HEMET
By 
ERIC S. VAIL

DATED: 2/27, 2013

DEFENDANT:
CITY OF SAN JACINTO
By 
ROBERT W. HARGREAVES

	PARTICIPANT'S NAME	CLASS A/B	STIPULATION (GROUP)	TAB
1	Arlington Veterinary Laboratories, Inc.	A	OLSEN	9
2	Joseph William Bahan, Trustee of the Joseph William Bahan & Judith Ann Bahan Revocable Trust dated May 17, 1995	A	BAHAN	1
3	Judith Ann Bahan, Trustee of the Joseph William Bahan & Judith Ann Bahan Revocable Trust dated May 17, 1995	A	BAHAN	1
4	Michael D. Bahan		BAHAN	1
5	C & E DeVries Investment Co., L.P., a California Limited Partnership	A	C & E DeVRIES	4
6	De Anza Ranch, LP, a California Limited Partnership	A	RECORD	13
7	Betsy Gless Demshki	A	GLESS	6
8	John Demshki	A	GLESS	6
9	Janet A. Gless, Trustee of The Gless Family Trust restated November 30, 1999	A	GLESS	6
10	John J. Gless, Trustee of The Gless Family Trust restated November 30, 1999	A	GLESS	6
11	Lillian A. Bahan Heideman, aka Lillian Agnes Miller, Trustee of the Lillian Agnes Miller Revocable Trust dated February 17, 1994	A	BAHAN	1
12	Patricia A. Jordan, Trustee of the Patricia A. Jordan Revocable Trust dated September 29, 1993	A	BAHAN	1
13	Donald Francis Leuer, Trustee of the Leuer Family Revocable Trust dated June 10, 1997	A	BAHAN	1
14	Sharon E. Leuer, Trustee of the Leuer Family Revocable Trust dated June 10, 1997	A	BAHAN	1
15	Clifford J. Olsen	A	OLSEN	9
16	Elva I. Olsen, Trustee of The Robert D. Olsen & Elva I. Olsen Revocable Trust UDT February 27, 1990	A	OLSEN	9
17	Robert D. Olsen, Trustee of The Robert D. Olsen & Elva I. Olsen Revocable Trust UDT February 27, 1990	A	OLSEN	9
18	Sherry A. Olsen	A	OLSEN	9
19	Jacoba M. Oostdam, Trustee of the Peter & Jacoba Oostdam Family Trust	A	OOSTDAM	10
20	John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Katie Michelle Oostdam	A	OOSTDAM	10
21	John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Margie K. Oostdam	A	OOSTDAM	10
22	John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Melissa Oostdam	A	OOSTDAM	10
23	John P. Oostdam, Trustee of the P & J Oostdam Grandchild's Trust for Jessica Lynn Oostdam	A	OOSTDAM	10
24	George R. Phillips, Trustee of the John & Sheryll Te Velde Children's Irrevocable Trust	A	SYBRANDY	17
25	Anne M. Record, Trustee of the Record Revocable Trust dated July 14, 2005	A	RECORD	13
26	Randolph A. Record, Trustee of the Record Revocable Trust dated July 14, 2005	A	RECORD	13
27	San Jacinto Fund, LLC, a Colorado Limited Liability Company	A	SAN JACINTO FUND	14
28	Six Bees, LLC, a California Limited Liability Company	A	BAHAN	1
29	Anne Sybrandy, Trustee of the Sid & Anne Sybrandy 2002 Trust	A	SYBRANDY	17
30	Sidney Sybrandy, Trustee of the Sid & Anne Sybrandy 2002 Trust	A	SYBRANDY	17
31	Yorba, LLC, a California Limited Liability Company	A	RECORD	13

EXHIBIT "B"
PRIVATE PUMPER PARTICIPANTS

	PARTICIPANT'S NAME	CLASS A/B	STIPULATION (GROUP)	TAB
32	Eric Jon Boersma	B	BOERSMA	2
33	Julie Ann Boersma	B	BOERSMA	2
34	Peter Boersma, Trustee of the Peter & Rita Gayle Boersma Family Trust dated October 13, 1989	B	BOERSMA	2
35	Rita Gayle Boersma, Trustee of the Peter & Rita Gayle Boersma Family Trust dated October 13, 1989	B	BOERSMA	2
36	Rabbi Eliezer Gross & Rex Johnson, Co-Trustees of the Amended & Restated John & Dora Boruchin Administrative Trust dated December 23, 2012	B	BORUCHIN	3
37	Curci San Jacinto Investors, LLC, a Delaware limited liability company	B	CURCI SAN JACINTO	5
38	The Lauda Family Limited Partnership, a California Limited Partnership	B	LAUDA FAMILY	7
39	Nuevo Development Company, LLC, a Delaware limited liability company	B	NUEVO DEVELOPMENT	8
40	Pastime Lakes Investment Co., LLC, a California Limited Liability Company	B	PASTIME LAKES	11
41	Rancho Diamante, LLC, a Delaware limited liability company	B	RANCHO DIAMANTE	12
42	San Jacinto Spice Ranch, Inc.	B	SAN JACINTO SPICE	15
43	San Jacinto Spice Ranch, Incorporated	B	SAN JACINTO SPICE	15
44	Scott A.G. Properties, L.P., a California Limited Partnership	B	SCOTT	16
45	Scott AG Property, L.P., a California Limited Partnership	B	SCOTT	16
46	Unified Aircraft Services, Inc., a California Corporation	B	WARREN	19
47	Donald Dick Van Dam, Trustee of the Donald Dick & Frances L. Van Dam Revocable Family Trust	B	VAN DAM	18
48	Frances L. Van Dam, Trustee of the Donald Dick & Frances L. Van Dam Revocable Family Trust	B	VAN DAM	18
49	Benjamin C. Warren, Trustee of the Warren Marital Trust dated October 2, 2010	B	WARREN	19

EXHIBIT "B"
PRIVATE PUMPER PARTICIPANTS

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.: RIC 1207274
14 A California Municipal Water District,)
15)
16 Plaintiff,) STIPULATION FOR
17 vs.) ENTRY OF JUDGMENT
18)
19 CITY OF HEMET; et al.,)
20)
21 Defendants.)
22)
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29 The parties hereto agree and stipulate as follows:

30 1. The following facts, considerations, and objectives, among others, provide the
31 basis for this Stipulation for Entry of Judgment:

32 a. On May 16, 2012, the Eastern Municipal Water District commenced this
33 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
34 described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
35 The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
36 Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a
37
38

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

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4 b. Each of the parties executing this Stipulation has a direct interest in the
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6 c. The safe yield of the basins that comprise the Management Area is
7 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
8 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
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10 production therefrom, and a state of overdraft has existed continuously for at least five years.
11 Groundwater production during this period has been open, notorious, continuous, adverse,
12 hostile, and under a claim of right.
13

14 d. It is generally recognized and accepted that unmanaged downward decline
15 in water levels has severe adverse impacts on the rights of groundwater producers and on water
16 quality, will cause increased pumping lifts and may result in surface land subsidence.
17

18 e. It is apparent to the parties that protection of the rights of the parties and
19 of the public interest in maximizing the beneficial use of a limited resource—groundwater
20 supplies—within the Management Area requires the development, imposition and
21 implementation of a physical solution.
22

23 2. The parties agree that the physical solution represented by the Water Management
24 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
25 fair and equitable basis for protection of the groundwater supply within the Management Area
26 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
27 the mandate of the State Constitution establishing water policy within the State to maximize
28

1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.
6

7 4. The parties agree that the proper venue for this matter is the California Superior
8 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
9 defendants appearing in this action have been filed, generally denying all allegations in the
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12 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
13 be made and entered by the Court binding these stipulating parties in this action. Each Private
14 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
15 description of said defendant's property within the Management Area, including the acreage
16 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
17 as a Class "A" or Class "B" Participant.
18

19 6. Accordingly, the parties request that the Court hold a hearing to determine
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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
CITY OF HEMET
By _____

DATED: _____, 2012
DEFENDANT:
CITY OF SAN JACINTO
By _____

1 DEFENDANTS/PUMPERS:

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3 DATED: Dec 6, 2012

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21 DATED: _____, 2012

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25 DATED: _____, 2012

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Michael D. Bahan
MICHAEL D. BAHAN

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

1 DEFENDANTS/PUMPERS:

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4 DATED: _____, 2012

MICHAEL D. BAHAN

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7 DATED: 12-5, 2012

Joseph William Bahan
JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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11 DATED: 12-5, 2012

Judith Ann Bahan
JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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15 DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

16

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18 DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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22 DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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26 DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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1 DEFENDANTS/PUMPERS:

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4 DATED: _____, 2012

MICHAEL D. BAHAN

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7 DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

8

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10 DATED: _____, 2012


JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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14 DATED: 12/9/, 2012



PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

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18 DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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22 DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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26 DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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1 DEFENDANTS/PUMPERS:

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4 DATED: _____, 2012

MICHAEL D. BAHAN

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7 DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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10 DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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14 DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

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18 DATED: 12-9, 2012

Lillian A. Bahan Heideman
LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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22 DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

23

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26 DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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1 DEFENDANTS/PUMPERS:

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MICHAEL D. BAHAN

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995


JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994



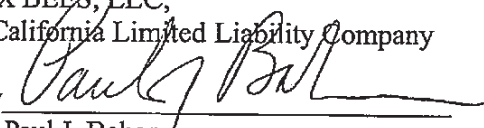
DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997



SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

1 DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

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3 By 
4 Paul J. Bahan

5 Its Trustee
6 (Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendants' Property and Wells Within the Management Area

Defendants, MICHAEL D. BAHAN; JOSEPH WILLIAM BAHAN, TRUSTEE OF THE JOSEPH WILLIAM BAHAN & JUDITH ANN BAHAN REVOCABLE TRUST DATED MAY 17, 1995; AND JUDITH ANN BAHAN, TRUSTEE OF THE JOSEPH WILLIAM BAHAN & JUDITH ANN BAHAN REVOCABLE TRUST DATED MAY 17, 1995; PATRICIA A. JORDAN, TRUSTEE OF THE PATRICIA A. JORDAN REVOCABLE TRUST DATED SEPTEMBER 29, 1993; LILLIAN A. BAHAN HEIDEMAN, aka LILLIAN AGNES MILLER, TRUSTEE OF THE LILLIAN AGNES MILLER REVOCABLE TRUST DATED FEBRUARY 17, 1994; DONALD FRANCIS LEUER, TRUSTEE OF THE LEUER FAMILY REVOCABLE TRUST DATED JUNE 10, 1997; & SHARON E. LEUER, TRUSTEE OF THE LEUER FAMILY REVOCABLE TRUST DATED JUNE 10, 1997; and SIX BEES, LLC, a California Limited Liability Company, by Paul J. Bahan, its Trustee, certify that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:
That portion of Tract 2 of the Partition of the Rancho San Jacinto Viejo more particularly described in the Partition Decree in the Superior Court of the State of California, in and for the County of San Diego, as the same is recorded in Book 43, Page 161 of Deeds, San Diego County Records, described as follows:

1 Beginning at a point in the Northerly line of said Rancho San Jacinto Viejo, from which Corner No. 42
2 of said Rancho bears North 65°38'30" East, 4,912.50 feet, said point being in the center line of that
3 certain 400 foot easement for river channel and bank protection works described in Parcel 1 in deed to
4 the County of Riverside recorded August 10, 1946 in Book 764, Page 469 of Official Records, Riverside
5 County Records.

6 Thence following the center line of said easement, South 59°47'30" East 1,555.10 feet, more or less,
7 to the beginning of a curve concave to the Northeast, having a central angel of 11°41' and a radius of
8 4,000 feet;

9 Thence along said curve 815.65 feet; thence South 71°28'30" East 2,248.43 feet, to the beginning of
10 a curve concave to the Southwest, having a central angle of 09°20' and a radius of 5,000 feet;

11 Thence along said curve 814.49 feet; thence South 62°08'30" East, 3.337.49 feet, to a point in the
12 Southwesterly line of that property conveyed to Gilman's Relief Hot Springs by deed recorded
13 September 24, 1929 in Book 825, Page 524 of Deeds, Riverside County Records;

14 Thence leaving said centerline and following the Southwesterly line of said Parcel, South 42° East
15 1,391.14 feet to a point on the Southerly line of said Tract; thence West, 13,591.52 feet, more or
16 less, to corner No. 3 of said Tract; thence North 2,640 feet to Corner No. 2 of said Tract; thence North
17 66° East 5,266.68 feet, more or less, to the point of beginning.

18 Excepting therefrom that portion lying West of the East line of Sanderson Avenue, as conveyed to the
19 County of Riverside by deeds recorded March 13, 1967 as Instrument Nos. 20719, 20720 and 20721.

20 Also excepting therefrom those portions in Ramon Expressway as conveyed to the County of Riverside
21 by deeds recorded November 14, 1969 as Instrument Nos. 117100 and 117101; and January 15,
22 1974 as Instrument Nos. 5586 and 5589.

23 Also excepting therefrom those portions as conveyed to the County of Riverside by Deed recorded
24 June 27, 1995 as Instrument No. 20681 of Official Records.

- 25 Assessor's Parcel Number: 430-160-001, Acres: 204.51
- 26 430-150-002, Acres: 4.51
- 27 430-120-013, Acres: 94.14
- 28 430-110-016, Acres: 20.03

Description of Wells:

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State Well Number

Popular Name or Reference Description

04S01W16F001S

Agri Bahan

04S01W16H001S

Agri Bahan East

04S01W16E001S

Agri Sanderson/River

DATED: Dec 6, 2012


MICHAEL D. BAHAN

DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

Description of Wells:

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State Well Number

Popular Name or Reference Description

04S01W16F001S

Agri Bahan

04S01W16H001S

Agri Bahan East

04S01W16E001S

Agri Sanderson/River

DATED: _____, 2012

MICHAEL D. BAHAN

DATED: 12-5, 2012

Joseph William Bahan
JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: 12-5, 2012

Judith Ann Bahan
JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

Description of Wells:

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State Well Number

Popular Name or Reference Description

04S01W16F001S

Agri Bahan

04S01W16H001S

Agri Bahan East

04S01W16E001S

Agri Sanderson/River

DATED: _____, 2012

MICHAEL D. BAHAN


DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: 12/9/, 2012



PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

Description of Wells:

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State Well Number

Popular Name or Reference Description

04S01W16F001S

Agri Bahan

04S01W16H001S

Agri Bahan East

04S01W16E001S

Agri Sanderson/River

DATED: _____, 2012

MICHAEL D. BAHAN

DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

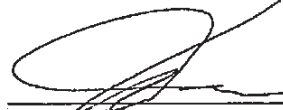
DATED: 12-9, 2012

Lillian A. Bahan Heideman


LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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DATED: Dec. 6, 2012


DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: Dec. 6, 2012


SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

By _____
Paul J. Bahan

Its Trustee _____
(Office or Position)

1 DATED: _____, 2012

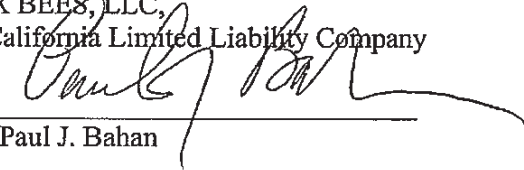
DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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5 DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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9 DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

By 
Paul J. Bahan

Its Trustee
(Office or Position)

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendants MICHAEL D. BAHAN; JOSEPH WILLIAM BAHAN, TRUSTEE OF THE JOSEPH WILLIAM BAHAN & JUDITH ANN BAHAN REVOCABLE TRUST DATED MAY 17, 1995; AND JUDITH ANN BAHAN, TRUSTEE OF THE JOSEPH WILLIAM BAHAN & JUDITH ANN BAHAN REVOCABLE TRUST DATED MAY 17, 1995; PATRICIA A. JORDAN, TRUSTEE OF THE PATRICIA A. JORDAN REVOCABLE TRUST DATED SEPTEMBER 29, 1993; LILLIAN A. BAHAN HEIDEMAN, aka LILLIAN AGNES MILLER, TRUSTEE OF THE LILLIAN AGNES MILLER REVOCABLE TRUST DATED FEBRUARY 17, 1994; DONALD FRANCIS LEUER, TRUSTEE OF THE LEUER FAMILY REVOCABLE TRUST DATED JUNE 10, 1997; & SHARON E. LEUER, TRUSTEE OF THE LEUER FAMILY REVOCABLE TRUST DATED JUNE 10, 1997; and SIX BEES, LLC, a California Limited Liability Company, by Paul J. Bahan, its Trustee, based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 1,398 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants X .
Class "B" Participants ____ .
(Select one)

DATED: Dec 6, 2012


MICHAEL D. BAHAN

1 DATED: 12-5, 2012

Joseph William Bahan
JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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5 DATED: 12-5, 2012

Judith Ann Bahan
JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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8 DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

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12 DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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16 DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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20 DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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23 DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

24
25 By _____
Paul J. Bahan

26
27 Its _____
(Office or Position)

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DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: 12/9/, 2012



PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

By _____
Paul J. Bahan

Its TRUSTEE
(Office or Position)

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DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: 12-9, 2012

Lillian A. Lohr Heideman
LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

DATED: _____, 2012

DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

By _____
Paul J. Bahan

Its _____ TRUSTEE
(Office or Position)

1 DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

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JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

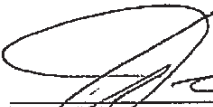
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8 DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993


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LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

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16 DATED: Dec. 6, 2012


DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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20 DATED: Dec. 6, 2012


SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

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23 DATED: Dec. 4, 2012

SIX BEES, LLC,
a California Limited Liability Company

By _____
Paul J. Bahan

Its TRUSTEE
(Office or Position)

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DATED: _____, 2012

JOSEPH WILLIAM BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

JUDITH ANN BAHAN, Trustee of the
Joseph William Bahan & Judith Ann Bahan
Revocable Trust dated May 17, 1995

DATED: _____, 2012

PATRICIA A. JORDAN, Trustee of the
Patricia A. Jordan Revocable Trust Dated
September 29, 1993

DATED: _____, 2012

LILLIAN A. BAHAN HEIDEMAN, aka
LILLIAN AGNES MILLER, TRUSTEE OF
THE LILLIAN AGNES MILLER REVOCABLE
TRUST DATED FEBRUARY 17, 1994

DATED: _____, 2012

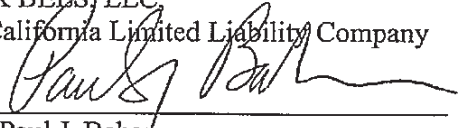
DONALD FRANCIS LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: _____, 2012

SHARON E. LEUER, Trustee of
the Leuer Family Revocable Trust Dated
June 10, 1997

DATED: Dec. 4, 2012

SIX BEES, LLC
a California Limited Liability Company

By 
Paul J. Bahan

Its TRUSTEE
(Office or Position)

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.: RIC 1207274
14 A California Municipal Water District,)
15)
16 Plaintiff,) STIPULATION FOR
17 vs.) ENTRY OF JUDGMENT
18)
19 CITY OF HEMET; et al.,)
20)
21 Defendants.)
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29 The parties hereto agree and stipulate as follows:

- 30 1. The following facts, considerations, and objectives, among others, provide the
31 basis for this Stipulation for Entry of Judgment:
32 a. On May 16, 2012, the Eastern Municipal Water District commenced this
33 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
34 described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
35 The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
36 Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a
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1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.
6

7 4. The parties agree that the proper venue for this matter is the California Superior
8 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
9 defendants appearing in this action have been filed, generally denying all allegations in the
10 Complaint except those expressly admitted.
11

12 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
13 be made and entered by the Court binding these stipulating parties in this action. Each Private
14 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
15 description of said defendant's property within the Management Area, including the acreage
16 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
17 as a Class "A" or Class "B" Participant.
18

19 6. Accordingly, the parties request that the Court hold a hearing to determine
20 whether there is any objection to said proposed Judgment.
21

22 7. The parties agree that in the event that the Court is unwilling to enter a final
23 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
24 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
25 The parties further agree that in the event this Stipulation becomes null and void under this
26 provision, all defendants will have thirty (30) days to file and serve amended responsive
27 pleadings.
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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT

By _____

DATED: _____, 2012

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DATED: _____, 2012

DEFENDANT:
CITY OF HEMET

By _____

DATED: _____, 2012


DEFENDANT:
CITY OF SAN JACINTO

By _____

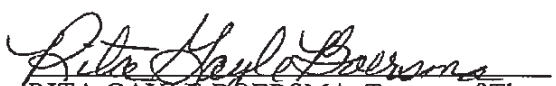
1 DEFENDANTS/PUMPERS:

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DATED: 7-16-12, 2012


PETER BOERSMA, Trustee of The Peter
& Rita Gayle Boersma Family Trust Dated
October 13, 1989

DATED: 7-16-12, 2012


RITA GAYLE BOERSMA, Trustee of The
Peter & Rita Gayle Boersma Family Trust
Dated October 13, 1989

DATED: 7-17, 2012


JULIE ANN BOERSMA

DATED: 7-16-, 2012


ERIC JON BOERSMA

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendants, PETER BOERSMA, TRUSTEE OF THE PETER & RITA GAYLE BOERSMA FAMILY TRUST DATED OCTOBER 13, 1989; RITA GAYLE BOERSMA, TRUSTEE OF THE PETER & RITA GAYLE BOERSMA FAMILY TRUST DATED OCTOBER 13, 1989; JULIE ANN BOERSMA; and ERIC JON BOERSMA, certify that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 together with Lettered Lots, B, C, I, U and Parcel 3 together with Lettered Lots D, E, F, G, J, K, L, M, N, O, P, Q and R of Parcel Map No. 11978, as shown by map on file in Book 71, Pages 95 through 100, inclusive, of Parcel Maps, Records of Riverside County.

Assessor's Parcel Number: 425-100-005, Acres: 71.86
425-100-017, Acres: 7.23
425-200-003, Acres: 18.12
425-200-023, Acres: 3.61
425-210-004, Acres: 12.51
425-220-003, Acres: 14.38
425-100-019, Acres: 6.89
425-220-013, Acres: 0.27

Description of Wells:

State Well Number

Popular Name or Reference Description


04S02W12N001S

Boersma Dairy


04S02W12N002S

Boersma Dairy Ag

DATED: 7-16-12, 2012


PETER BOERSMA, Trustee of The Peter
& Rita Gayle Boersma Family Trust Dated
October 13, 1989

DATED: 7-16, 2012


RITA GAYLE BOERSMA, Trustee of The
Peter & Rita Gayle Boersma Family Trust
Dated October 13, 1989

DATED: 7-17, 2012


JULIE ANN BOERSMA

DATED: 7-16-, 2012


ERIC JON BOERSMA


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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

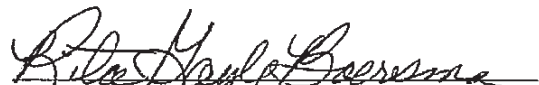
Defendants PETER BOERSMA, TRUSTEE OF THE PETER & RITA GAYLE BOERSMA FAMILY TRUST DATED OCTOBER 13, 1989; RITA GAYLE BOERSMA, TRUSTEE OF THE PETER & RITA GAYLE BOERSMA FAMILY TRUST DATED OCTOBER 13, 1989; JULIE ANN BOERSMA; and ERIC JON BOERSMA, based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 195 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants ____
Class "B" Participants X
(Select one)

DATED: 7-16-12, 2012


PETER BOERSMA, Trustee of The Peter & Rita Gayle Boersma Family Trust Dated October 13, 1989

DATED: 7-16, 2012


RITA GAYLE BOERSMA, Trustee of The Peter & Rita Gayle Boersma Family Trust Dated October 13, 1989

DATED: 7-17, 2012


JULIE ANN BOERSMA

DATED: 7-16-, 2012


ERIC JON BOERSMA

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.: RIC 1207274
14 A California Municipal Water District,)
15)
16 Plaintiff,) STIPULATION FOR
17 vs.) ENTRY OF JUDGMENT
18)
19 CITY OF HEMET; et al.,)
20)
21 Defendants.)
22)
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29 The parties hereto agree and stipulate as follows:

- 30 1. The following facts, considerations, and objectives, among others, provide the
31 basis for this Stipulation for Entry of Judgment:
32
33 a. On May 16, 2012, the Eastern Municipal Water District commenced this
34 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
35 described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
36 The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
37 Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a
38

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3
4 b. Each of the parties executing this Stipulation has a direct interest in the
5 quantity and quality of groundwater produced from within the Management Area.

6 c. The safe yield of the basins that comprise the Management Area is
7 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
8 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
9 Judgment) of the groundwater under the Management Area has been exceeded by the total
10 production therefrom, and a state of overdraft has existed continuously for at least five years.
11 Groundwater production during this period has been open, notorious, continuous, adverse,
12 hostile, and under a claim of right.

13
14 d. It is generally recognized and accepted that unmanaged downward declin
15 in water levels has severe adverse impacts on the rights of groundwater producers and on water
16 quality, will cause increased pumping lifts and may result in surface land subsidence.

17
18 e. It is apparent to the parties that protection of the rights of the parties and
19 of the public interest in maximizing the beneficial use of a limited resource—groundwater
20 supplies—within the Management Area requires the development, imposition and
21 implementation of a physical solution.

22
23 2. The parties agree that the physical solution represented by the Water Managemen
24 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
25 fair and equitable basis for protection of the groundwater supply within the Management Area
26 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
27 the mandate of the State Constitution establishing water policy within the State to maximize
28

1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.

1 8. The parties agree that this Stipulation may be executed in counterparts, each of
2 which will be filed with the Court.

3
4 PLAINTIFF:

5 DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

6
7 By _____

8
9 DEFENDANT:

10 DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

11
12 By _____

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14
15 DEFENDANT:

16 DATED: _____, 2012

CITY OF HEMET

17
18 By _____

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20 DEFENDANT:


21 DATED: _____, 2012

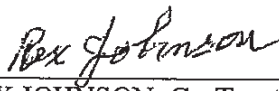
CITY OF SAN JACINTO

22
23 By _____

1 DEFENDANTS/PUMPERS:
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3 DATED: PGS. 26, 2013
4


RABBI ELYAN GROSS, Co-Trustee
of the Amended & Restated John & Dora
Boruchin Administrative Trust dated
December 23, 2013, as the successor-in
interest to John Boruchin, Trustee for the
John & Dora Boruchin Living Trust
dated December 15, 1981


REX JOHNSON, Co-Trustee
of the Amended & Restated John & Dora
Boruchin Administrative Trust dated
December 23, 2013, as the successor-in
interest to John Boruchin, Trustee for the
John & Dora Boruchin Living Trust
dated December 15, 1981

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, the Amended and Restated John and Dora Boruchin Administrative Trust dated December 23, 2012, by Co-Trustee Rabbi Eliezer Gross and Co-Trustee Rex Johnson, as the successor-in-interest to John Boruchin, Trustee of the John and Dora Boruchin Living Trust dated December 15, 1981, certifies that the following is a description of the property and wells owned by said defendant within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (Assessor's Parcel Number: 436-080-001; Acres 6.86)

Farms Lot 130 of the lands of the San Jacinto Land Association, in the City of San Jacinto, County of Riverside, State of California, as shown by map on file in Book 8, Page 357 of Maps, San Diego County Records.

Parcel 2: (Assessor's Parcel Number: 436-080-002; Acres 84.22
436-080-006; Acres 4.17)

Parcel A of that certain Certificate of Compliance No. 04-01, in the City of San Jacinto, County of Riverside, State of California, recorded July 19, 2004 as Instrument No. 2004-0556773 of Official Records, more particularly described as follows:

A portion of Farm Lot 132 of the lands of the San Jacinto Land Association, in the City of San Jacinto, County of Riverside, State of California, as shown by map on file in Book 8, Page 357 of Maps, Record of San Diego County, California, more particularly described as follows:

Beginning at the Southwest corner of said Farm Lot 132, being also a point on the boundary line of that portion of land included within that certain final decree of condemnation recorded November 25, 1949 in Book 1126, Page 549 of Official Records;
Thence North 00°20'24" West along the boundary line of said final decree and the West line of said Farm Lot 132, a distance of 2640 feet to the Northwest corner of said Farm Lot 132;
Thence continuing along the boundary line of said Farm Lot 132 the following courses;
North 89°38'30" East, a distance of 779.07 feet to a point on the center line of De Anza Drive; South 45°22'21" East along centerline, a distance of 2637.00 feet to the Northeasterly corner of said Farm

1 Lot 132, being also a point of intersection with the centerline of Lyon Avenue; South 00°21'45" East
2 along said centerline of Lyon Avenue, a distance of 776.20 feet to the Southeast corner of said Farm
3 Lot 132; South 89°38'17" West, a distance of 325.00 feet;
4 Thence North 42°53'15" West a distance of 276.14 feet to a point on the boundary line of said final
5 decree;
6 Thence along said boundary line following courses: South 47°06'45" West, a distance of 274.7 feet;
7 South 00°32'16" East, a distance of 17.78 feet to the South line of said Farm Lot 132;
8 Thence South 89°38'17" West along said South line of Farm Lot 132, a distance of 1930.99 feet to th
9 point of beginning.

6 Excepting from said Farm Lot 132, the interest included within that certain final decree of
condemnation recorded November 25, 1949 in Book 1126, Page 549 of Official Records.

8 Also excepting from said Farm Lot 132 that portion of land conveyed to the Metropolitan Water District
of Southern California, by deed recorded June 3, 1950 in Book 2484, Page 515 of Official Records.

10 **Description of Wells:**


12 **State Well Number**

Popular Name or Reference Description

13 None

None

15 DATED: Feb 26, 2013


RABBI ELEZER GROSS, Co-Trustee
of the Amended & Restated John & Dora
Boruchin Administrative Trust dated
December 23, 2013, as the successor-in
interest to John Boruchin, Trustee for the
John & Dora Boruchin Living Trust
dated December 15, 1981



REX JOHNSON, Co-Trustee
of the Amended & Restated John & Dora
Boruchin Administrative Trust dated
December 23, 2013, as the successor-in
interest to John Boruchin, Trustee for the
John & Dora Boruchin Living Trust
dated December 15, 1981

EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant, the Amended and Restated John and Dora Boruchin Administrative Trust dated December 23, 2012, by Co-Trustee Rabbi Eliezer Gross and Co-Trustee Rex Johnson, as the successor-in-interest to John Boruchin, Trustee of the John and Dora Boruchin Living Trust dated December 15, 1981, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 266 acre feet per year collectively for all properties described on Exhibit "B," said water being provided from a well on adjacent, non-owned property, hereby elects to be classified collectively in these proceedings as

Class "A" Participants _____.

Class "B" Participants XX.

(Select one)

DATED: Feb. 26, 2013



 RABBI ELIEZER GROSS, Co-Trustee of the Amended & Restated John & Dora Boruchin Administrative Trust dated December 23, 2013, as the successor-in interest to John Boruchin, Trustee for the John & Dora Boruchin Living Trust dated December 15, 1981



 REX JOHNSON, Co-Trustee of the Amended & Restated John & Dora Boruchin Administrative Trust dated December 23, 2013, as the successor-in interest to John Boruchin, Trustee for the John & Dora Boruchin Living Trust dated December 15, 1981



4

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.:
14 A California Municipal Water District,)
15 Plaintiff,) STIPULATION FOR
16 vs.) ENTRY OF JUDGMENT
17 CITY OF HEMET; et al.,)
18 Defendants.)
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The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:

a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.
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1 8. The parties agree that this Stipulation may be executed in counterparts, each of
2 which will be filed with the Court.

3
4 PLAINTIFF:

5 DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

6
7 By _____

8
9 DEFENDANT:

10 DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

11
12 By _____

13
14 DEFENDANT:

15 DATED: _____, 2012

CITY OF HEMET

16
17 By _____

18
19 DEFENDANT:

20 DATED: _____, 2012

CITY OF SAN JACINTO

21
22 By _____

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1 DEFENDANT/PUMPER:

2
3 DATED: Sept 5, 2012

C & E DeVries Investment Co., L.P.,
a California Limited Partnership

4
5 By 

6
7 Garrett DeVries
8 (Print/Type Name)

9
10 Its General Partner
11 (Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant C & E De Vries Investment Co., L.P., a California Limited Partnership, by Garrett DeVries, its GENERAL PARTNER, certifies that the following is a description of the property and wells owned by said defendant within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (APN: 425-090-021, Acres 7.91), (APN: 425-200-018, Acres 2.96)

The East 130.32 feet of the following described property:

That portion of Lots A, C and D of the Map showing subdivision of Lot 4, San Jacinto Nuevo and Lot 3 of San Jacinto Viejo on file in Book 1, Pages 10 and 11 of Maps, Riverside County Records, described as follows:

Beginning at the Southwest corner of Block 18 of Consolidated Reservoir and Power Company's Subdivision of San Jacinto Lake Tract, as shown by map on file in Book 6, Page 83 of Maps, Riverside County Records; thence South 26°35'22" West, 675.33 feet; thence South 2003.97 feet to the Northerly line of Pico Road as conveyed to the County of Riverside by deed recorded July 10, 1930 in Book 869, Page 100 of Deeds, thence South 52°58'26" East on the Northeast line of said Pico Road, 4057.96 feet thence North 37°01'34" East, 10 feet to a point distant 40 feet from the center line of said Pico Road; thence North 00°19'10" West to a point on the North line of Lot C of said Subdivision; thence West on the North line of Lot C to the point of beginning.

Excepting therefrom that portion conveyed to Southern California Edison Company by deed recorded January 13, 1970 as Instrument No. 3152.

1 Also excepting therefrom that portion conveyed to the County of Riverside by deed recorded
2 January 27, 1970 as Instrument No. 7981.

3 Also excepting therefrom the East 1672.53 feet as measured along the North line of said land.

4 Parcel 2: (425-090-024, Acres 11.4), (425-090-003, Acres 50.24), (425-200-004, Acres 4.30)

5 That portion of Lots A, C and D of the Map showing Subdivision of Lot 4, San Jacinto Nuevo
6 and Lot 3 of San Jacinto Viejo on file in Book 1, Pages 10 and 11 of Maps, Riverside County
7 Records, described as follows:

8 Beginning at the Southwest corner of Block 18, of Consolidated Reservoir and Power
9 Company's Subdivision of San Jacinto Lake Tract, as shown by map on file in Book 6, Page 83
10 of Maps, Riverside County Records; thence South 26°35'22" West, 675.33 feet; thence South
11 2003.97 feet to the Northerly line of Pico Road as conveyed to the County of Riverside by deed
12 recorded July 10, 1930 in Book 869, Page 100 of Deeds; thence South 52°58'26" East on the
13 Northeast line of said Pico Road, 4057.96 feet thence North 37°01'34" East, 10 feet to a point
14 distant 40 feet from the center line of said Pico Road; thence North 00°19'10" West to a point on
15 the North line of Lot C of said Subdivision; thence West on the North line of Lot C to the point
16 of beginning.

17 Excepting therefrom that portion conveyed to Southern California Edison Company by deed
18 recorded January 13, 1970 as Instrument No. 3152.

19 Also excepting therefrom that portion conveyed to the County of Riverside by deed recorded
20 January 27, 1970 as Instrument No. 7981.

21 Also excepting therefrom the East 1672.53 feet as measured along the North line of said land.

22 Also excepting therefrom the East 130.32 feet as deeded to Case DeVries and Evelyn DeVries,
23 as Trustee of the DeVries Family Trust established November 17, 1972 by deed dated December
24 5, 1977.

25 Parcel 3: (425-090-020, Acres 23.49), (425-200-017, Acres 9.19)

26 Those portions of Lots "A", "C" and "D" of the Map showing Subdivision of Lot 4, San Jacinto
27 Nuevo and Lot 3, San Jacinto Viejo on file in Book 1, Pages 10 and 11 of Maps, in the Office of
28 the County Recorder of Riverside County, as more particularly described in that certain Grant
Deed from Howard Lathrom also known as Howard B. Lathrom and Helen Lathrom, husband
and wife, to Southern California Edison Company, recorded January 13, 1970 as Instrument No.
3152, of Official Records, in the Office of the County Recorder of said County,

Assessor's Parcel Number: 425-090-003; 020; 021; 024; 425-200-004; 017; 018

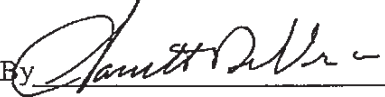
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Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
04S02W12P001S	Mira Vista Dairy
04S02W12P002S	Mira Vista Dairy Barn
04S02W12P003S	Mira Vista Dairy House

DATED: Sept 5, 2012

C & E DeVries Investment Co., L.P.,
a California Limited Partnership

By 

Garrett DeVries
(Print/Type Name)

Its GENERAL PARTNER
(Office or Position)

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant C & E De Vries Investment Co., L.P., a California Limited Partnership, by
Garrett DeVries, its GENERAL PARTNER, based on a collective assignment to said defendant of
Base Production Rights under the proposed Stipulated Judgment in the amount of 116 acre feet
per year collectively for all properties described on Exhibit "B," hereby elects to be classified
collectively in these proceedings as

Class "A" Participant X.

Class "B" Participant _____.

(Select one)

DATED: Sept. 5, 2012

C & E DeVries Investment Co., L.P.,
a California Limited Partnership

By 

Garrett DeVries
(Print/Type Name)

Its GENERAL PARTNER
(Office or Position)

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.: RIC 1207274
14 A California Municipal Water District,)	
15	)	STIPULATION FOR
16 Plaintiff,	)	ENTRY OF JUDGMENT
17 vs.)	
18)	
19 CITY OF HEMET; et al.,)	
20)	
21 Defendants.)	
22)	

23 The parties hereto agree and stipulate as follows:

24 1. The following facts, considerations, and objectives, among others, provide the
25 basis for this Stipulation for Entry of Judgment:

26 a. On May 16, 2012, the Eastern Municipal Water District commenced this
27 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
28 described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3
4 3. The parties agree that jurisdiction over each of the parties has been established by
5 the allegations in the Complaint and that proper service of process of the Summons and
6 Complaint upon each of the defendants has occurred.

7
8 4. The parties agree that the proper venue for this matter is the California Superior
9 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
10 defendants appearing in this action have been filed, generally denying all allegations in the
11 Complaint except those expressly admitted.

12
13 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
14 be made and entered by the Court binding these stipulating parties in this action. Each Private
15 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
16 description of said defendant's property within the Management Area, including the acreage
17 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
18 as a Class "A" or Class "B" Participant.

19
20 6. Accordingly, the parties request that the Court hold a hearing to determine
21 whether there is any objection to said proposed Judgment.

22
23 7. The parties agree that in the event that the Court is unwilling to enter a final
24 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
25 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
26 The parties further agree that in the event this Stipulation becomes null and void under this
27 provision, all defendants will have thirty (30) days to file and serve amended responsive
28 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT

By _____

DATED: _____, 2012

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DATED: _____, 2012

DEFENDANT:
CITY OF HEMET

By _____

DATED: _____, 2012

DEFENDANT:
CITY OF SAN JACINTO

By _____

1 DEFENDANT/PUMPER:

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DATED: 11/15, 2012

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CURCI SAN JACINTO INVESTORS, LLC,
A Delaware Limited Liability Company
Curci Investments, LLC Manager
By 

Michael T. Curci
Its Assistant Manager
(Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, CURCI SAN JACINTO INVESTORS, LLC, a Delaware Limited Liability Company, by Michael T. Curci ^{Assistant Manager} Curci Investments LLC ^{Manager}, certifies that the following is a description of the property and wells owned by said defendant within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 (Apn: 434-230-003; 9.52 Acres)

The North half of Farm Lot 92 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8, page 357 of Maps, Records of San Diego County, California.

Parcel 2 (Apn: 434-230-004; 9.52 Acres)

Lots 1 through 10 of S.J. Meads Subdivision of the South-half of Farm Lot 92 of the Lands of San Jacinto Land Association, as shown by Map of said Subdivision of file in Book 1, Page 40, of Maps, records of San Diego County, California.

Parcel 3 (Apn: 433-110-020; 1.26 Acres) and (portion of 433-110-040; 4.62 Acres)

Lots 1 through 8 of Olmstead's Subdivision of Tract VI, as shown by Map on file in Book 4, Page 261 of Maps, Records of San Diego County, California;

Except those portions within the land conveyed to the San Jacinto Spice Company by deed recorded November 16, 1971 as Instrument No. 131001 of Official Records of Riverside County, California.

1 Also excepting that portion of land granted to San Jacinto Unified School District by Corporation
2 Grant Deed recorded August 26, 2008 as Instrument No. 2008-0470195 of Official Records of
3 Riverside County.

4 Parcel 4 (Apn: 434-190-007; 6.99 Acres) and (434-190-008; 1.61 Acres)

5 Farm Lot 194 of Lands of the San Jacinto Land Association, as shown by Map on file in Book 8,
6 Page 357 of Maps, records of San Diego County, California.

7 Also excepting that portion of land granted to San Jacinto Unified School District by Corporation
8 Grant Deed recorded August 26, 2008 as Instrument No. 2008-0470195 of Official Records.

9 Parcel 5 (Apn: portion of 433-070-051; 11.84 Acres)

10 Lot 43 of Olmsted's Subdivision of Tract 6 of the Rancho San Jacinto Viejo, as shown by Map
11 on said subdivision on file in Book 4, Page 261 of Maps, records of San Diego County,
12 California;

13 Excepting that portion of Lot 43 lying Northeasterly of the Southwesterly right-of-way of
14 Ramona Expressway.

15 Also excepting that portion of land Granted to San Jacinto Unified School District by
16 Corporation Grant Deed recorded August 26, 2008 as Instrument No. 2008-0470195 of Official
17 Records of Riverside County.

18 Parcel 6 (Apns: 434-300-012; 3.81 Acres) and (434-300-016; 32.94 Acres)

19 The North half of Farm Lot 195 of Lands of the San Jacinto Land Association, as shown by Map
20 on file in Book 8, Page 357 of Maps, records of Riverside County, California.

21 Excepting therefrom that portion within the land conveyed to the County of Riverside in
22 document recorded December 16, 1982 as Instrument No. 217051.

23 Parcel 7 (Apn: portion of 434-300-017; 6.31 Acres)

24 That portion of Farm Lot 195 of Lands of San Jacinto Land Association, as shown by Map on
25 file in Book 8, Page 357 of Maps, records of Riverside County, California, more particularly
26 described as follows:

27 Beginning at a point on the West line of said Lot, 170 feet North of the Southwest corner of the
28 North half of the South half of said Lot; thence East, 594 feet; thence at right angles North, 70
29 feet; thence at right angles West, 594 feet to the West line of said Lot; thence South along said
30 West line, 70 feet to the point of beginning.

31 ~~Parcel 8 (Apn: portion of 434-300-017; 6.31 Acres)~~

SAME AS PARCEL 7 ABOVE

MTZ

1 The North 6 acres of the West 9 acres of the North half of the South half of Farm Lot 195 of
2 Lands of San Jacinto Land Association, as shown by map on file in Book 8, page 357 of Maps,
Records of Riverside County, California.

3
4 Excepting therefrom the Southerly 20 feet thereof.

5 Also excepting therefrom the Southerly 20 feet thereof.

6 Also excepting therefrom that portion lying within that portion of said Farm Lot 195 described as
7 follows:

8 Beginning at a point of the West line of said Lot, 17 feet North of the Southwest corner of the
9 North half of the South half of said Lot;

10 Thence East 594 feet;

11 Thence at right angles North, 70 feet;

12 Thence at right angles West, 594 feet to the West line of said Lot; thence South along said West
13 line, 70 feet to the point of beginning.

14 Parcel 9 (Apn: 434-300-013-0; 1.34 Acres)

15 That portion of Lot 195 as shown on Map of San Jacinto Land Association, on file in Map Book
16 8, Page 357, Records of San Diego County, California, being more particularly described as
follows:

17 Commencing at the East one-quarter corner of Section 26, Township 4 South, Range 1 West, San
18 Bernardino Base and Meridian, said East one-quarter corner also being the Northeast corner of
19 said Lot 195;

20 Thence South $89^{\circ} 40' 33''$ West, along the Northerly lien of said Lot 195, a distance of 353.44
21 feet to the True Point of Beginning.

22 Thence South $06^{\circ} 34' 05''$ East, a distance of 22.00 feet to the beginning of a tangent curve,
23 concave Easterly, having a radius of 1570.00 feet;

24 Thence Southerly along said curve through a central angle of $24^{\circ} 22' 34''$ an arc length of 667.95
feet;

25 Thence South $30^{\circ} 56' 45''$ East a distance of 214.21 feet to a point of intersection with the
26 Westerly right-of-way line of Camino Los Banos (60.00 feet wide);

27 Thence South $00^{\circ} 10' 03''$ East, along said Westerly right-of-way line, a distance of 117.25 feet;
28

1 Thence North 30° 56' 45" West, a distance of 314.95 feet to the beginning of a tangent curve,
2 concave Easterly, having a radius of 1630.00 feet;

3 Thence North 06° 34' 11" West, a distance of 28.56 feet to a point of intersection with said
4 Northerly line of Lot 195;

5 Thence North 89° 40' 35" East, along said Northerly line, a distance of 60.36 feet to the True
6 Point of Beginning.

7 Parcel 10: (Apn: 434-271-026; 9.52 Acres)

8 The North half of Lot 88 of Lands of San Jacinto Land Association, as shown by map on file in
9 Book 8, Page 357 of Maps, records of San Diego County, California;

10 Excepting the West 30 feet as conveyed to the County of Riverside for a right of way for public
11 highway and Public utility purposes, by deed recorded October 31, 1939 in Book 435, page 572
of Official Records of Riverside County, California.

12 Parcel 11 (Apn: 434-250-002; 19.05 Acres)

13 Farm Lot 90 of the Land of San Jacinto Land Association, as shown by map on file in Book 8,
14 page 357 of Maps, records of San Diego County, California;

15 Excepting therefrom a strip of land 30 feet in width for street purposes over the North side of the
16 East side thereof, as conveyed to the City of San Jacinto by deed recorded March 2, 1894 in
17 Book 11, page 158 of Deeds, Records of Riverside County, California.

18 **Description of Wells:**


19
20 **State Well Number**

Popular Name or Reference Description

21 04S01W26H001S

Agri Alessandro

22
23 DATED: 11/15, 2012

CURCI SAN JACINTO INVESTORS, LLC,
A Delaware Limited Liability Company
Curci Investments LLC, Manager
By 

24
25
26 Michael T. Curci

27 Its Assistant Manager
(Office or Position)

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant, CURCI SAN JACINTO INVESTORS, LLC, a Delaware Limited Liability Company, by Curci Investments, LLC, its Michael T. Curci Assistant Manager, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 260 acre feet per year collectively for all properties described on Exhibit "B," hereby elects to be classified collectively in these proceedings as

Class "A" Participants _____.

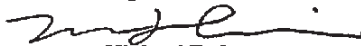
Class "B" Participants xxx.

(Select one)

DATED: 11/15, 2012

CURCI SAN JACINTO INVESTORS, LLC,
A Delaware Limited Liability Company

By Curci Investments, LLC
Manager


Its Michael T. Curci
Assistant Manager
(Office or Position)

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.:
14 A California Municipal Water District,)
15)
16 Plaintiff,) STIPULATION FOR
17 vs.) ENTRY OF JUDGMENT
18)
19 CITY OF HEMET; et al.,)
20)
21 Defendants.)
22)
23)
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The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3
4 3. The parties agree that jurisdiction over each of the parties has been established by
5 the allegations in the Complaint and that proper service of process of the Summons and
6 Complaint upon each of the defendants has occurred.

7
8 4. The parties agree that the proper venue for this matter is the California Superior
9 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
10 defendants appearing in this action have been filed, generally denying all allegations in the
11 Complaint except those expressly admitted.

12
13 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
14 be made and entered by the Court binding these stipulating parties in this action. Each Private
15 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
16 description of said defendant's property within the Management Area, including the acreage
17 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
18 as a Class "A" or Class "B" Participant.

19
20 6. Accordingly, the parties request that the Court hold a hearing to determine
21 whether there is any objection to said proposed Judgment.

22
23 7. The parties agree that in the event that the Court is unwilling to enter a final
24 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
25 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
26 The parties further agree that in the event this Stipulation becomes null and void under this
27 provision, all defendants will have thirty (30) days to file and serve amended responsive
28 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
CITY OF HEMET
By _____

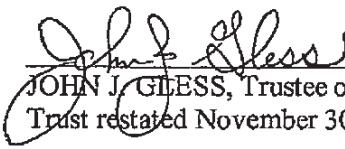
DATED: _____, 2012

DEFENDANT:
CITY OF SAN JACINTO
By _____

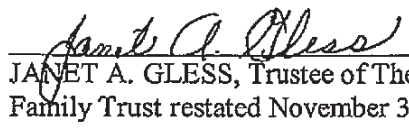
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DEFENDANTS/PUMPERS:

DATED: April 13, 2013


JOHN J. GLESS, Trustee of The Gless Family
Trust restated November 30, 1999

DATED: April 13, 2013


JANET A. GLESS, Trustee of The Gless
Family Trust restated November 30, 1999

DATED: April 13, 2013


JOHN K. DEMSHKI
J.

DATED: April 13, 2013


BETSY GLESS DEMSHKI

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendants JOHN J. GLESS and JANET A. GLESS, Trustees of The Gless Family Trust
restitated November 30, 1999, JOHN J. DEMSHKI, individually, and BETSY GLESS
DEMSHKI, individually, certify that the following is a description of the property and wells
owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF Riverside, STATE OF California,
DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 4160-1B, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF
SURVEY, FILED MAY 10, 1962 IN BOOK 36, PAGE 69 OF RECORDS OF SURVEY, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 553-090-025, Acres: 2.05

PARCEL B:

THE NORTH HALF OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE
AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

EXCEPTING THEREFROM THOSE PORTIONS GRANTED TO THE RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, BY DEEDS RECORDED AUGUST 20, 1963 AS INSTRUMENT
NO. 87257 AND OCTOBER 8, 1963 AS INSTRUMENT NO. 105764, BOTH OF OFFICIAL RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY AND NORTH-EASTERLY OF THE
SOUTHERLY LINE OF PARCEL 4030-20 AND 4030-20-A, AS CONVEYED TO THE RIVERSIDE COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, BY DEED RECORDED AUGUST 20, 1963 AS
INSTRUMENT NO. 87257 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

1 ASSESSOR'S PARCEL NUMBER: 555-140-001, Acres: 3.38
2 555-140-003, Acres: 117.45
3 555-140-008, Acres: 2.48
4 PARCEL C:
5 PARCEL 1 AND LOTS B AND F AS SHOWN BY PARCEL MAP NO. 28192, IN THE COUNTY OF RIVERSIDE,
6 STATE OF CALIFORNIA, ON FILE IN BOOK 192, PAGES 73 THROUGH 76, INCLUSIVE, OF PARCEL
7 MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
8 ASSESSOR'S PARCEL NUMBER: 555-090-005, Acres: 78.62
9 PARCEL D:
10 PARCELS 2 THROUGH 4 AND LOTS A, C, D AND E, AS SHOWN BY PARCEL MAP NO. 28192, IN THE
11 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 192, PAGES 73 THROUGH 76 OF
12 PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
13 ASSESSOR'S PARCEL NUMBER: 555-090-006, Acres: 86.87
14 555-090-007, Acres: 52.84
15 555-090-008, Acres: 29.31
16 555-090-009, Acres: 46.54
17 555-090-010, Acres: 22.16
18 555-090-011, Acres: 1.50
19 555-090-012, Acres: 2.85
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Description of Wells:

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State Well Number

Popular Name or Reference Description

05S01E21D003S

Gless East of Fairview

05S01E21D002S

Gless Fairview/Stetson

05S01E16N002S

Gless Flood Control Channel

05S01E20D001S

Gless House

05S01E20H003S

Gless North of Washburn

05S01E20G001S

Gless Old 125

05S01E20E002S

Gless Valencia

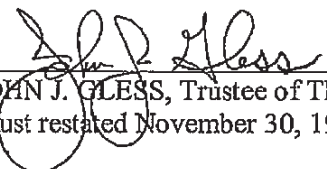
05S01B20J002S

Gless Wilson


05S01E21J001S

Gless Ranch East

DATED: April 13, 2013


JOHN J. GLESS, Trustee of The Gless Family
Trust restated November 30, 1999

DATED: April 13, 2013


JANET A. GLESS, Trustee of The Gless
Family Trust restated November 30, 1999

DATED: April 13, 2013


JOHN K. DEMSHKI

DATED: April 13, 2013


BETSY GLESS DEMSHKI

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendants JOHN J. GLESS and JANET A. GLESS, Trustees of The Gless Family Trust restated November 30, 1999, JOHN J. DEMSHKI, individually, and BETSY GLESS DEMSHKI, individually based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 2,093 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants .
Class "B" Participants .
(Select one)

DATED: April 13, 2013

JOHN J. GLESS, Trustee of The Gless Family Trust restated November 30, 1999

DATED: April 13, 2013

JANET A. GLESS, Trustee of The Gless Family Trust restated November 30, 1999

DATED: April 13, 2013

JOHN J. DEMSHKI
J.

DATED: April 13, 2013

BETSY GLESS DEMSHKI

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.: RIC 1207274
14 A California Municipal Water District,)	
15	)	STIPULATION FOR
16 Plaintiff,	)	ENTRY OF JUDGMENT
17 vs.)	
18)	
19 CITY OF HEMET; et al.,)	
20)	
21 Defendants.)	
22)	
23)	

24 The parties hereto agree and stipulate as follows:

25 1. The following facts, considerations, and objectives, among others, provide the
26 basis for this Stipulation for Entry of Judgment:

27 a. On May 16, 2012, the Eastern Municipal Water District commenced this
28 action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley
described in Exhibit "A" to the Complaint on file herein and known as the "Management Area."
The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the
Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.
6

7 4. The parties agree that the proper venue for this matter is the California Superior
8 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
9 defendants appearing in this action have been filed, generally denying all allegations in the
10 Complaint except those expressly admitted.
11

12 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
13 be made and entered by the Court binding these stipulating parties in this action. Each Private
14 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
15 description of said defendant's property within the Management Area, including the acreage
16 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
17 as a Class "A" or Class "B" Participant.
18

19 6. Accordingly, the parties request that the Court hold a hearing to determine
20 whether there is any objection to said proposed Judgment.
21

22 7. The parties agree that in the event that the Court is unwilling to enter a final
23 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
24 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
25 The parties further agree that in the event this Stipulation becomes null and void under this
26 provision, all defendants will have thirty (30) days to file and serve amended responsive
27 pleadings.
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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:

DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF HEMET

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF SAN JACINTO

By _____

1 DEFENDANT/PUMPER:

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4 DATED: 10-1, 2012

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THE LAUDA FAMILY LIMITED PARTNERSHIP,
a California Limited Partnership

By 
Jean Pierre Esquire, Managing Partner

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendants' Property and Wells Within the Management Area

Defendants, THE LAUDA FAMILY LIMITED PARTNERSHIP, a California Limited Partnership, by Jean Pierre Esquire, its Managing Partner, certifies that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All those portions of Blocks 11, 13, 14, 17 and 18 of Consolidated Reservoir and Power Company's Subdivision of the San Jacinto Lake Tract, as shown by map on file in Book 6, Page 83 of Maps, Records of Riverside County, California, which lies Southerly of the center line of that certain 500 foot easement for river channel and bank protection works, as granted to the County of Riverside by deed recorded January 17, 1939 in Book 403, Page 373 of Official Records of Riverside County, California, the center line of said 500 foot strip being described as follows:

Beginning at a point on the Southerly boundary of said Block 13, from which point the Southeast corner of said Block bears North 89°49' East, 14.33 feet; Thence from said point of beginning North 59°47'30" West 83.0 feet;
Thence curving to the left on the arc of an 8000 foot radius curve through an angle of 20°02'30" for an arc distance of 2798.34 feet;
Thence North 79°50' West 907.86 feet;

1 Thence curving to the right on the arc of a 7000 foot radius curve through an angle of 24°10' for
2 arc distance of 2952.52 feet;
3 Thence North 55°40' West 1097.44 feet;
4 Thence curving to the left on the arc of a 3000 foot radius curve through an angle of 52°20' for
5 an arc distance of 2740.17 feet;
6 Thence South 72°00' West, 158.51 feet to a point on the Southerly prolongation of the Easterly
7 boundary of Block 19, as shown on said map, from which point the Northeast corner of said
8 Block 19 bears North 1715.27 feet.

9 The sidelines of said 500 foot strip of land are to be prolonged or shortened so as to terminate on
10 the Southerly and Easterly boundaries of said Block 13 and on the Easterly boundaries of Blocks
11 12 and 19.

12 Excepting therefrom an easement for road purposes over the South 20 feet of the West 4006.10
13 feet the hereindescribed property, and an easement for road purposes over a strip of land 40 feet
14 in width the center line being described as commencing at the Southwest corner of Lot 18;
15 Thence North 89°31' East 1280 feet;
16 Thence North 89°39' East 6998.89 feet to the point of beginning;
17 Thence North 3376 feet to the South line of Block 14.

18 Excepting from Block 14 that portion conveyed to the Southern California Edison Company by
19 deed recorded August 5, 1970 as Instrument No. 76772 of Official Records of Riverside County,
20 California.

21 Assessor's Parcel Number: 425-080-033; 286.65 Acres
22 430-060-020; 145.59 Acres

23 Parcel 2:

24 That portion of Lots A, B, C, D and F of the map showing subdivision of Lot 4 San Jacinto
25 Nuevo and Lot 3, San Jacinto Viejo, as shown by map on file in Book 1, Pages 10 and 11 of
26 Maps, records of Riverside County, California, described as follows:

27 Beginning at the most Easterly corner of said Lot C;
28 Thence South 89°50'00" West along the Northerly line of said Lot C, 8471.17 feet;
Thence continuing along said Northerly line South 89°37'30" West, 1033.85 feet;
Thence South 0°10'00" East, 1996.23 feet;
Thence North 89°50'00" East, 2270.71 feet;
Thence South 0°19'10" East, 3430 feet more or less, to the Northerly line of Pico Road, 60 feet
wide, as described in deed to the County of Riverside, recorded July 10, 1930 in Book 869, Page
100 of Deeds;
Thence North 89°40'50" East along said Northerly line of Pico Road, 1016.22 feet to the
Southeasterly corner of said Lot F;
Thence North 0°19'10" West, along the Easterly line of said Lot F, 2639.91 feet to the
Southeasterly line of said Lot C;

1 Thence North 65°39'59" East along said Southeasterly line of Lot c, 6813.10 feet to the point of
2 beginning.

3 Except that portion thereof conveyed to the County of Riverside, by deed recorded July 12, 1971
4 as Instrument No. 76016 of Official Records of Riverside County, California.

5 Also excepting therefrom any portion of said land lying within that certain parcel described as
6 "Parcel B" in deed to Charles J. Hughes, et ux, recorded August 6, 1971 as Instrument No. 88486
7 of Official Records of Riverside County, California.

8 Also excepting therefrom that portion of Lot C of the map showing subdivision of Lot 4, San
9 Jacinto Nuevo and Lot 3, San Jacinto Viejo, as shown by map on file in Book 1, Pages 10 and 11
10 of Maps, records of Riverside County, California, described as follows:

11 Beginning at a point in the which bears South 89°49' West, 14.33 feet from the Southeast corner
12 of Block 13 as shown by map on file in Book 6, Page 83 of Maps, records of Riverside county,
13 California;

14 Thence North 89°49' East along the South line of Lot 1 of Rancho San Jacinto Nuevo to the
15 most Easterly corner of Lot C as shown by map on file in Book 1, Pages 10 and 11 of maps,
16 records of Riverside County, California;

17 Thence South 65°38'30" West along the Northwest line of Rancho San Jacinto Viejo 1553 feet
18 more or less to the center line of the easement for flood control and water conservation 500 feet
19 wide as granted to the Riverside County Flood Control and Water Conservation District by deed
20 recorded September 13, 1947 in Book 861, Page 351 of Official Records of Riverside County,
21 California;

22 Thence North 59°47'30" West 1253.4 feet to the point of beginning.

23 Assessor's Parcel Number: 430-110-009; 34.60 Acres
24 425-090-022; 46.59 Acres
25 425-200-019; 54.01 Acres
26 430-080-004; 122.00 Acres
27 430-080-010; 152.11 Acres

28 Said land is situated in an unincorporated area of Riverside County.

Parcel 3:

All those portions of Blocks 11, 13, 14 and 18 of consolidated reservoir power Company's
subdivision of the San Jacinto Lake Tract, as shown by map on file in Book 6, Page 83 of Maps,
records of Riverside County, California, which lies Northerly of the center line of that certain
500 foot easement for river channel and bank protection works, as granted to the County of
Riverside by deed recorded January 17, 1939 in Book 403, Page 373 of Official Records of
Riverside County, California.

1 Excepting from Block 11 that portion which lies North and West of the following described line:

2 Beginning 971.40 feet North of the intersection of the North line of Block 14 with the East line
3 of Block 19 as shown on said map;
4 Thence East 1978.89 feet;
5 Thence North to the Northeast line of said Block 11 to a point which bears North 46°01'00"
6 West 2770.80 feet from the Northwest corner of Block 17.

7 Also excepting from Blocks 13 and 14 that portion which lies East of the Westerly line of
8 Section 7, Township 4 South, Range 1 West, San Bernardino Base and Meridian.

9 Assessor's Parcel Number: 425-080-032; 84.95 Acres

10 Parcel 4:

11 That portion of Lots 2 and 3 lying within the projected lines of Section 31, Township 3 South,
12 Range 1 West, Section 36, Township 3 South, Range 2 West, Section 6, Township 4 South,
13 Range 1 West, and Section 1, Township 4 South, Range 2 West, of the Partition of the Rancho
14 San Jacinto Nuevo, Riverside County, (formerly San Diego County), State of California, as set
15 apart to Mrs. Helena Pedrorena De Wolfskill, J.W. Nance and Charles E. Mc Garry in decree of
16 Partition dated May 22, 1891 in the Superior Court of the State of California, in and for the
17 County of San Diego, a certified copy of which was recorded in Book 178, Page 381 of Deeds,
18 records of San Diego County, California, more particularly described as follows:

19 Commencing at a point in the Northerly line of Section 6, Township 4 South, Range 1 West, San
20 Bernardino Base and Meridian, said point being South 89°35'26" East 1192.64 feet, measured
21 along said Northerly line from a found 3-inch iron pipe with brass cap marked "U.S. Forest
22 Boundary Post No. 1-R, 1 W., T. 3 S. Sec. 31", set at the intersection of Northerly line with the
23 Easterly boundary of the Rancho San Jacinto Nuevo, said point also being North 89°35'26" West
24 637.94 feet, more or less, measured along said Northerly line from a found 3-1/2 inch iron pipe
25 with brass cap marked "U.S. Forest Boundary No. 2-Section. 31, 32, 6 & 5 T. 3 S., T. 4 S., R. 1
26 W. 1904" set at the Northeast corner of said Section 6;

27 Thence South 46°02'28" West to a point of intersection with the Southwest line of Gilman
28 Springs Road as conveyed to the State of California by deed recorded November 14, 1962 as
Instrument No. 104821 of Official Records of Riverside County, California, said point being the
true point of beginning;

Thence continuing South 46°02'28" West to the Northeast line of Block 11 of consolidated
reservoir and power Company's subdivision of San Jacinto Lake Tract as shown by map on file
in Book 6, Page 83 of Maps, Records of Riverside County, California;

Thence North 46°01' West along said Northeast line of Block 11 a distance of 2970 feet more or
less to the surveyed Southeast line of Strip 2 as conveyed to the Southern California Edison
Company by deed recorded November 18, 1970 as Instrument No. 115918 of Official Records of
Riverside County, California;

Thence North 42°11'16" East to the Southwest line of Gilman Springs Road;

1 Thence Southeast along the Southwest line of Gilman Spring Road, as described in deed
2 recorded December 15, 1926 in Book 544, Page 549 of Deeds and November 14, 1962 as
3 Instrument No. 104821, also being State Highway 79, a distance of 3470 feet more or less to the
point of beginning.

4 Excepting therefrom the Southeast 100 feet as conveyed to the Southern California Edison
5 Company as Strip 4 in the deed recorded November 18, 1970 as Instrument No. 115918 of
6 Official Records of Riverside County, California.

7 Assessor's Parcel Number: 430-050-010; 238.53 Acres
8 425-080-015; 149.13 Acres
9 423-240-008; 0.56 Acres
10 423-240-010; 75.29 Acres

11 Parcel 5:

12 That portion of Block 11 of Consolidated Reservoir and Power Company's Subdivision of San
13 Jacinto Lake Tract, as shown by map on file in Book 6, Page 83 of Maps, Riverside County
14 Records, described as follows:

15 Commencing at the North corner of said Block 11; thence South 84°33' East 1079.4 feet; thence
16 South 0°06' West 687.1 feet; thence South 61°20' West 469.3 feet; thence South 19°11' West
17 1413.1 feet; thence South 10°32' East 2525.1 feet to the true point of beginning; the proceeding
18 five courses being along the East line of said Block 11; thence South 46°01' East 1802.1 feet;
19 thence South 462.37 feet; thence West 1800 feet more or less to the Northwest line of the 360
20 foot strip described as Parcel 1 in the Final Order of Condemnation recorded November 1, 1974
21 as Instrument No. 141120; thence North 42°11'16" East, along said Northwest line a distance of
22 1020 feet more or less to a point which bears South 10°32' East from the point of beginning;
23 thence North 10°32' West 950 feet more or less, to the point of beginning.

24 Assessor's Parcel Number: 425-080-018; 16.45 Acres
25 425-080-019; 11.74 Acres
26 425-080-038; 4.67 Acres

27 Parcel 6:

28 Parcel 1 of Parcel Map No. 12945, in the County of Riverside, State of California, recorded in
Book 68, Pages 71 and 72 of Parcel Maps, Riverside County Records.

Assessor's Parcel Number: 423-240-025; 18.92 Acres
423-240-026; 173.35 Acres
425-080-016; 101.52 Acres

1 Parcel 7:

2 That portion of Lots A, C and D of the map showing Subdivision of Lot 4 San Jacinto Nuevo and
3 Lot 3 San Jacinto Viejo, in the County of Riverside, State of California, as per map recorded in
4 Book 1, Pages 10 and 11 of Maps, in the Office of the County Recorder of said County,
described as follows:

5 Beginning at the Southwest corner of Block 18 of Consolidated Reservoir and Power Company's
6 Subdivision of San Jacinto Lake Tract as shown by map on file in Book 6, Page 83 of maps,
7 Riverside County Records; thence South $26^{\circ}35'22''$ West 675.53 feet; thence South 2003.97 feet
8 to the Northerly line of Pico Road as honeyed to the County of Riverside by deed dated July 10,
9 1930 in Book 869, Page 100 of Deeds; thence South $52^{\circ}58'26''$ East on the Northeast line of said
10 Pico Road, 4,057.96 feet; thence North $27^{\circ}01'34''$ East, 10.00 feet to a point distant 40.00 feet
11 from the center line of said Pico Road, said point being the true point of beginning; thence
12 Southeasterly on a curve having a radius of 1400.00 feet and being concave to the Northeast, a
13 radial line through last said point bearing South $37^{\circ}01'34''$ West, through a central angle of
14 $37^{\circ}20'44''$ a distance of 951.63 feet; thence North $89^{\circ}40'50''$ East, 1380.17 feet to the Southwest
corner of that certain parcel of land conveyed to Louis R Tavaglione, et ux, by deed recorded
March 1, 1965 as Instrument No. 22952; thence North $00^{\circ}19'01''$ West, 3,430.00 feet to an angle
point in that certain parcel of land conveyed to Louis R. Tavaglione, et ux; thence South
 $89^{\circ}50'00''$ West, 2270.71 feet to a point which bears North $00^{\circ}19'00''$ West of the true point of
beginning; thence South $00^{\circ}19'00''$ East to the true point of beginning.

15 Except that portion conveyed to the County of Riverside by deed recorded January 27, 1970 as
16 Instrument No. 7980, of Official Records.

17 Assessor's Parcel Number: 425-090-023; 15.12 Acres
18 430-080-011; 18.80 Acres
19 425-200-020; 143.65 Acres

20 Parcel 8:

21 Those portions of Fractional Section 31, Township 3 South, Range 1 West of the Rancho San
22 Jacinto Nuevo, Fractional Section 36, Township 3 South, Range 2 West of said Rancho San
23 Jacinto Nuevo, and Section 1, Township 4 South, Range 2 West of said Rancho San Jacinto
24 Nuevo, described in Parcel 6 of the deed to Security Title Insurance Company recorded on
March 4, 1965 as Instrument No. 24855 of Official Records in the Office of the County Recorder
of said County, lying within a strip of land of varying width, the surveyed reference line of
which is described as follows:

25 Beginning at a point on the boundary line of said Rancho San Jacinto Nuevo, said point being
26 North $50^{\circ}24'19''$ West 2861.30 feet, measured along said boundary line from a found 3-inch iron
27 pipe with brass cap marked "U.S. Forest Boundary Post No. 1-R, I W., T. 3 S. Sec. 31", said
28 point also being South $50^{\circ}24'19''$ East 1571.89 feet, more or less, measured along said boundary

1 line from a 1-inch iron pipe set at Corner No. 3 in the boundary line of said Rancho San Jacinto
2 Nuevo; thence South 42°11'16" West 13,734.77 feet, more or less, to a point in the North-South
3 center line of Section 11, Township 4 South, Range 2 West, of said Rancho San Jacinto Nuevo,
4 last mentioned point being North 00°12'53" East 2225.89 feet, measured along said center line
5 from a found ¾-inch iron pipe and metal tag stamped "R.C.E.9876", set at the South one-quarter
6 corner of said Section 11, said last mentioned point also being South 00°12'53" West 3081.69
7 feet, more or less, measured along said center line from a found 2-inch iron pipe and metal tag
8 stamped "L.S. 3035" set at the North one-quarter corner of Section 11.

9 That portion of said strip of and varying width, within said Fractional Sections 31 and 36 shall be
10 340 feet wide, the side lines thereof being 110 feet right 230 feet left, measured at right angles,
11 respectively, from the hereinbefore described surveyed reference line, and that portion of said
12 strip of land of varying width within said Section 1 shall be 360 feet wide, the side lines thereof
13 being 130 feet right and 230 feet left, measured at right angles, respectively from the
14 hereinbefore described surveyed reference line.

15 The side lines of that portion of said strip of land 340 feet wide, shall be prolonged or shortened
16 so as to terminate in the boundary line of said Rancho San Jacinto Nuevo, EXCEPT therefrom
17 all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but
18 with no right of surface entry, as provided in deeds of record

19 Depth: 500

20 Assessor's Parcel Number: 423-240-013
21 423-240-014
22 425-080-034

23 Parcel 9:

24 That portion of Lots 2 and 3 of the Partition of the Rancho San Jacinto Nuevo, Riverside County,
25 (formerly San Diego County), State of California, as set apart to Mrs. Helena Pedrorena de
26 Wolfskill, J.W. Nance and Charles E. McGarry in Decree of Partition dated May 22, 1891, in the
27 Superior Court of the State of California, in and for the County of San Diego, a certified copy of
28 which was recorded in Book 178, Page 381 of Deeds, San Diego County Records, described as
Parcel 6 in the deed to Security Title Insurance Company recorded on March 4, 1965 as
Instrument No. 24855 of Official Records in the Office of the County Recorder of said Riverside
County, lying within a strip of land 330 feet wide, the side lines thereof being 100 feet right and
230 feet left, measured at right angles, respectively, from the surveyed reference line which is
described as follows:

Beginning at a point in the Northerly line of Section 6, Township 4 South, Range 1 West, San
Bernardino Base and Meridian, said point being South 89°35'26" East 1192.64 feet, measured
along said Northerly line from a found 3-inch iron pipe with brass cap marked "U.S. Forest
Boundary Post No. 1-R, 1 W., T. 3 S. Sec. 31", set at the intersection of said Northerly line with

1 the Easterly boundary of the Rancho San Jacinto Nuevo, said point also being North 89°35'26"
2 West 637.94 feet, more or less, measured along said Northerly line from found 3-1/2 inch iron
3 pipe with brass cap marked "U.S. Forest Boundary No. 2-Sec. 31, 32, 6 & 5 T. 3 S., T 4 S., R. 1
4 W. 1904" set at the Northeast corner of said Section 6; thence South 46°02'28" West 17,544.71
5 feet, more or less to a point I the North-South center line of Section 14, Township 4 South,
6 Range 2 West of said Rancho San Jacinto Nuevo, said last mentioned point being South
7 00°00'06" West 1608.42 feet, measured along said center line from a found 3/4 -inch iron pipe
8 and metal tag stamped "R.C.E. 9876" set at the North one-quarter corner of said Section 14, said
9 last mentioned point also being North 00°00'06" East 3702.85 feet, more or less, measured along
10 said center line from a found 15 inch X 7 inch boulder with chiseled + on top and ¼ painted on
11 side, set at the South one-quarter corner of said Section 14.

8 EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth
9 shown below but with no right of surface entry, as provided in deeds of record

10 Depth: 500

11 Assessor's Parcel Number: 425-080-035; 2.85 Acres

12 Parcel 10:

13
14 That portion of Block 14 of the consolidated Reservoir and Power Company's Subdivision of the
15 San Jacinto Lake Tract, as shown by map on file in Book 6, Page 83 of Maps, in the Office of the
16 County Recorder of said County, lying within a strip of land 330 feet wide, the side lines thereof
17 being 100 feet right and 230 feet left; measured at right angles, respectively, from the surveyed
18 reference line which is described as follows:

19 Beginning at a point in the he Northerly line of Section 6, Township 4 South, Range 1 West, San
20 Bernardino Base and Meridian, said point being South 89°35'26" East, 1192.64 feet, measured
21 along said Northerly line from a found 3 inch iron pipe with brass cap marked "U.S. Forest
22 Boundary Post No. 1-R, 1 W., T. 3 S. Sec. 31" set at the intersection of said Northerly line with
23 the Easterly boundary of the Rancho San Jacinto Nuevo, said point also being North 89°35'26"
24 West 637.94 feet, more or less, measured along said Northerly line from a found 3-1.2 inch iron
25 pipe with brass cap marked "U.S. Forest Boundary No. 2-Sec. 31, 32 & 5 T. 3 S., T. 4 S., R. 1
26 W. 1904" set at the Northeast corner of said Section 6; thence South 46°02'28" West 17.544.71
27 feet, more or less, to a point in the North-South center line of Section 14, Township 4 South,
28 Range 2 West, of said Rancho San Jacinto Nuevo, said last mentioned point being South
00°00'06" West, 1608.42 feet, measured along said center line from a found ¾ inch iron pipe
and metal tag stamped "R.C.E. 9876", set at the North one-quarter corner of said Section 14, said
last mentioned point also being North 00°00'06" East, 3702.85 feet more or less, measured along
said center line from a found 15 inch X 7 inch boulder with chiseled + on top and ¼ painted on
side, set at the South one-quarter corner of said Section 14.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth
shown below but with no right of surface entry, as provided in deeds of record

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Depth: 500


Assessor's Parcel Number: 425-080-036; 0.80 Acres

Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
04S02W13H001S	Lauda 01
04S01W18E001S	Lauda 02
04S01W07L001S	Lauda 03
04S02W01R002S	Lauda 07
04S02W01L003S	Lauda 09
04S02W12G001S	Lauda 10
04S01W07P002S	Lauda 11
04S02W13H002S	Lauda 12
04S02W01L002S	Lauda Power Tower
04S02W01R001S	Lauda Transformer

DATED: 10-1, 2012

THE LAUDA FAMILY LIMITED PARTNERSHIP,
a California Limited Partnership

By 
Jean Pierre Esquire, Managing Partner

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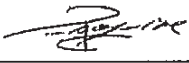
EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendants, THE LAUDA FAMILY LIMITED PARTNERSHIP, a California Limited Partnership, by Jean Pierre Esquire, its Managing Partner, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 3,530 acre feet per year collectively for all properties described on Exhibit "B," hereby elects to be classified collectively in these proceedings as

Class "A" Participants .
Class "B" Participants ✓ .
(Select one)

DATED: 10-1, 2012

THE LAUDA FAMILY LIMITED PARTNERSHIP,
a California Limited Partnership

By 
Jean Pierre Esquire, Managing Partner

1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF RIVERSIDE

13 EASTERN MUNICIPAL WATER DISTRICT,) CASE NO.: RIC 1207274
14 A California Municipal Water District,)
15)
16) STIPULATION FOR
17) ENTRY OF JUDGMENT
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The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.
12

13 d. It is generally recognized and accepted that unmanaged downward decline
14 in water levels has severe adverse impacts on the rights of groundwater producers and on water
15 quality, will cause increased pumping lifts and may result in surface land subsidence.
16

17 e. It is apparent to the parties that protection of the rights of the parties and
18 of the public interest in maximizing the beneficial use of a limited resource—groundwater
19 supplies—within the Management Area requires the development, imposition and
20 implementation of a physical solution.
21

22 2. The parties agree that the physical solution represented by the Water Management
23 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
24 fair and equitable basis for protection of the groundwater supply within the Management Area
25 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
26 the mandate of the State Constitution establishing water policy within the State to maximize
27
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3
4 3. The parties agree that jurisdiction over each of the parties has been established by
5 the allegations in the Complaint and that proper service of process of the Summons and
6 Complaint upon each of the defendants has occurred.

7
8 4. The parties agree that the proper venue for this matter is the California Superior
9 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
10 defendants appearing in this action have been filed, generally denying all allegations in the
11 Complaint except those expressly admitted.

12
13 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
14 be made and entered by the Court binding these stipulating parties in this action. Each Private
15 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
16 description of said defendant's property within the Management Area, including the acreage
17 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
18 as a Class "A" or Class "B" Participant.

19
20 6. Accordingly, the parties request that the Court hold a hearing to determine
21 whether there is any objection to said proposed Judgment.

22
23 7. The parties agree that in the event that the Court is unwilling to enter a final
24 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
25 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
26 The parties further agree that in the event this Stipulation becomes null and void under this
27 provision, all defendants will have thirty (30) days to file and serve amended responsive
28 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
CITY OF HEMET
By _____

DATED: _____, 2012

DEFENDANT:
CITY OF SAN JACINTO
By _____

DATED: _____, 2012

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DEFENDANTS/PUMPERS:

DATED: July 16, 2012

NUEVO DEVELOPMENT COMPANY, LLC,
a Delaware Limited Liability Company
By: LEWIS OPERATING CORP., a California corporation
Its Manager

By *John M. Goodman*
John M. Goodman

(Print/Type Name)

Its Senior Vice President/CEO/CFO
(Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, NUEVO DEVELOPMENT COMPANY, LLC, a Delaware limited liability
*
company, by John M. Goodman, its Senior VP/CEO/CFO, certifies that the following is a
description of the property and wells owned by said defendants within the Management Area:
*by Lewis Operating Corp., a California corporation, its Manager,

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Those portions in Blocks 3 and 4 of Amended Map No. 1 of Lakeview Tract, in the County of Riverside, State of California, as per map recorded in Book 2, Page 24 of Maps, in the Office of the County Recorder of said County, together with those portions of Lakeview and Reservoir Avenue, and East Boundary Road, described as follows:

Beginning at the intersection of the Westerly line of said Block 4 and the Northerly line of the land conveyed to the Metropolitan Water District of Southern California, by deed recorded January 18, 1972 in Book 1972, Page 7098, of Official Records;
Thence Easterly on last said Northerly line of the following courses and distances; South 87°39'51" East, 998.57 feet to the beginning of curve concave Southwesterly of 575 foot radius, having a central angle of 28°25'59";
Thence on said curve, 286.34 feet;
Thence South 59°10'52" East, 782 feet to the beginning of a curve concave Southwesterly, of 350 foot radius having a central angle of 15°54'24";
Thence on said curve, 97.17 feet;
Thence South 43°19'28" East, 753 feet to the East line of said Block 4;
Thence leaving the Northerly line of the land conveyed to said Metropolitan Water District of Southern California;
Thence North 00°07'09" East, 1,020 feet to a point on the Southerly line of the Ramona Expressway, as conveyed to the County of Riverside by deed recorded March 30, 1970 as Document No. 20122, of Official Records;
Said point being the beginning of a non-tangent curve concave Southwesterly of 5,000 foot radius, having a central angle of 29°27'05" a radial to said beginning bears North 29°27'32" East,
Thence Westerly on said curve, 2,493 feet;
Thence North 89°59'27" West, 230 feet to the West line of said Block 4;
Thence leaving the Southerly line of said Ramona Expressway, South 00°00'00" East, 328.35 feet to

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the beginning of a curve concave Westerly of 764.04 radius, having a central angle of 11°15'05";
Thence on said curve 150 feet to the point of beginning.

Excepting therefrom that portion as conveyed to Eastern Municipal Water District, a Municipal Corporation by deed recorded October 26, 2001 as Instrument No. 526892.

Assessor's Parcel Number: 425-120-011, Acres: 36.28

Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
04S02W11F001S	DeVuyst Café

DATED: July 16, 2012

NUEVO DEVELOPMENT COMPANY, LLC,
a Delaware Limited Liability Company
By: LEWIS OPERATING CORP., a California corporation
Its Manager

By *John M Goodman*
John M. Goodman
(Print/Type Name)

Its Senior Vice President/CEO/CFO
(Office or Position)

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant NUEVO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, by John M. Goodman, its Senior VP/CEO/CFO, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 151 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as
*by Lewis Operating Corp., a California corporation, Its Manager

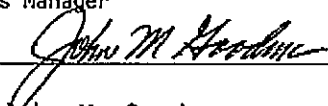
Class "A" Participants _____.

Class "B" Participants XX.

(Select one)

DATED: July 16, 2012

NUEVO DEVELOPMENT COMPANY, LLC,
a Delaware Limited Liability Company
By: LEWIS OPERATING CORP., a California corporation
Its Manager

By 
John M. Goodman
(Print/Type Name)

Its Senior Vice President/CEO/CFO
(Office or Position)



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GERALD D. SHOAF, SBN 41084
REDWINE AND SHERRILL
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Facsimile (951) 684-9583
Gshoaf@redwineandsherrill.com

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,)
A California Municipal Water District,)
Plaintiff,)
vs.)
CITY OF HEMET; et al.,)
Defendants.)

CASE NO.:
STIPULATION FOR
ENTRY OF JUDGMENT

The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:

a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.
12

13 d. It is generally recognized and accepted that unmanaged downward decline
14 in water levels has severe adverse impacts on the rights of groundwater producers and on water
15 quality, will cause increased pumping lifts and may result in surface land subsidence.
16

17 e. It is apparent to the parties that protection of the rights of the parties and
18 of the public interest in maximizing the beneficial use of a limited resource—groundwater
19 supplies—within the Management Area requires the development, imposition and
20 implementation of a physical solution.
21

22 2. The parties agree that the physical solution represented by the Water Management
23 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
24 fair and equitable basis for protection of the groundwater supply within the Management Area
25 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
26 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012

PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012

DEFENDANT:
CITY OF HEMET
By _____

DATED: _____, 2012

DEFENDANT:
CITY OF SAN JACINTO
By _____

1 DEFENDANTS/PUMPERS:

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3 DATED: July 15, 2012

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6 DATED: July 15, 2012

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8 DATED: July 20, 2012

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Clifford J. Olsen
CLIFFORD J. OLSEN (Doe 2)

Sherry A. Olsen
SHERRY A. OLSEN (Doe 3)

Robert D. Olsen
ROBERT D. OLSEN, Trustee of the Robert
D. Olsen & Elva I. Olsen Revocable Trust
UDT February 27, 1990 (Doe 4)

Elva I. Olsen
ELVA I. OLSEN, Trustee of the Robert
D. Olsen & Elva I. Olsen Revocable Trust
UDT February 27, 1990 (Doe 5)

ARLINGTON VETERINARY LABORATORIES,
INC. (Doe 6)

By Clifford J. Olsen
(Signature)

Clifford J. Olsen
(Print/Type Name)

Its Vice President/Treasurer
(Office or Position)

EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendants CLIFFORD J. OLSEN and SHERRY A. OLSEN, individually; ROBERT D. OLSEN and ELVA I. OLSEN, as Trustees of the Robert D. Olsen and Elva I. Olsen Revocable Trust UDT February 27, 1990; ARLINGTON VETERINARY LABORATORIES, INC., by CLIFFORD J. OLSEN, its Vice President, Tra., certify that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

(Legal descriptions may be attached)

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel A: (Portion of APN: 552-120-09, Acres: 7.54)

Parcel 1:

That portion of Lot 103 of Lands of the Fairview Land and Water Company, in the County of Riverside, State of California, as per map recorded in Book 6, Page 307 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the Southwest corner of said Lot 103, said Southwest corner being the point of intersection of the centerline of Chicago Avenue with the center line of Chestnut Avenue, as shown on said map; thence along the center line of Chicago Avenue, North 00°05'00" East, 666.35 feet, to a point distant South 00°05'00" West 650.00 feet from the Northwest corner of said Lot, said Northwest corner being the point of intersection of the center line of Chicago Avenue with the center line of Almond Avenue, as shown on said map; thence parallel with the center line of Almond Avenue, South 89°51'00" East, 671.65 feet to a point distant North 89°51'00" West 651.00 feet from the East line of said Lot 103; thence parallel with said East line, South 00°05'00" West 665.97 feet, to a point on the center line of Chestnut Avenue; thence along the center line North 89°56'00" West 671.65 feet to the point of beginning.

Except therefrom that portion in Chestnut Street (Whittier Avenue).

Also except the East 196.00 feet.

Also except, that portion of said Lot 103, described as beginning at a point on the center line of Chestnut Avenue distant 381.85 feet South 89°56'00" East, along said line, from its point of intersection with the center line of original Chicago Avenue; thence South 89°56'00" East 70.00 feet on the center line of Chestnut Avenue; thence North 00°04'00" East 88.00 feet; thence North 89°56'00" West 70.00 feet; thence South 00°04'00" West 88.00 feet to the point of beginning.

Parcel 2: (Portion of APN: 552-120-09)

That portion of Lot 102 of the lands of the Fairview Land and Water Company, in the County of Riverside, State of California, as per map recorded in Book 6, Page 307 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at a point on the East line of said distant South 00°05'00" West 650.00 feet from the Northeast corner of said Lot said Northeast corner being the point of intersection of the center line of Chicago Avenue with the center line of Almond Avenue, as shown on said Map; thence along said East line, South 00°05'00" West 666.95 feet more or less, to the Southeast corner of said Lot, said Southeast corner being the point of intersection of the center line of Chicago Avenue with the center line of Chestnut Street, as shown on said map; thence along the center line of Chestnut Street, North 89°56'00" West, 30.00 feet; thence North 00°05'00" East, 300.00 feet; thence North 17°18'00" West, 384.70 feet, to a point distant South 00°05'00" West 650.00 feet from the North line of said Lot; thence parallel with said North line South 89°51'00" East 144.93 feet to the point of beginning.

Also except, that portion in Chestnut Street (Whittier Avenue).

Parcel 3: (Well Site – APN: 552-120-08, Acres: 0.09)

That portion of Lot 103 of Lands of the Fairview Land and Water Company in the County of Riverside, State of California, as per map recorded in Book 6, Page 307 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at a point on the center line of Chestnut Avenue distant 381.85 feet South 89°56'00" East, along said line, from its point of intersection with the center line of original Chicago Avenue; thence South 89°56'00" East 70.00 feet, on the center line of Chestnut Avenue; thence North 00°04'00" East 88.00 feet; thence North 89°56'00" West 70.00 feet; thence South 00°04'00" West 88.00 feet to the point of beginning.

Except that portion in Chestnut Street (Whittier Avenue).

Parcel B: (APN: 552-120-06, Acres: 2.87)

The Westerly 196 feet of the Easterly 847 feet of Lot 103 of the Fairview Land and Water Company, in the County of Riverside, State of California, as shown by map on file in Book 6, Page 307 of Maps, Records of San Diego County, California;

Excepting therefrom the Northerly 650 feet thereof.

Also excepting therefrom that portion thereof in Whittier Avenue (shown as Chestnut Avenue on said map).

Parcel C: (APN: 552-120-20, Acres: 7.42)

Parcel A of that certain Lot Line Adjustment No. 5110, in the County of Riverside, State of California, recorded April 8, 2008 as Instrument No. 2008-0174762 of Official Records, more particularly described as follows:

A portion of Lot 103 of the Lands of the Fairview Land and Water Company, as shown by map on file in Book 6, Page 307 of Maps, San Diego County Records, in Section 17, Township 5 South, Range 1 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of Lot 103, on the centerline of Mayberry Avenue;
Thence along said centerline of Mayberry Avenue North 89°51'00" West a distance of 77.38 feet;
Thence South 00°09'00" West a distance of 97.14 feet to a tangent point of curve to the left;
Thence along said curve, having a radius of 1500.00 feet, a delta of 4°40'46" and an arc length of 122.51 feet to a point of reverse curvature to the right;
Thence along said curve, having a radius of 1500.00 feet a delta of 11°17'57" and an arc length of 295.81 feet to a point of reverse curvature to the left;
Thence along said curve, having a radius of 1500.00 feet, a delta of 11°02'09" and an arc length of 288.92 feet;
Thence North 89°51'00" West a distance of 382.00 feet to a non-tangent point of curve to the left a radial bearing to said point being South 85°44'01" West;
Thence along said curve, having a radius of 1500.00 feet, a delta of 0°15'47" and an arc length of 6.89 feet to a point or reverse curvature to the right;
Thence along said curve having a radius of 1500.00 feet, a delta of 0°47'06" and an arc length of 20.55 feet;

Thence South 86°15'20" West on a radial line from said curve, a distance of 72.80 feet to a tangent point of curve to the right;
Thence along said curve having a radius of 300.00 feet, a delta of 3°53'40" and an arc length of 20.39 feet;
Thence North 89°51'00" West a distance of 94.25 feet to a point on the West line of the property described in a deed to Arlington Veterinary Laboratories, Inc., which was recorded August 6, 1962 as Instrument No. 74755 of Official Records, Riverside County, California;
Thence South 00°06'18" West a distance of 480.18 along said West line to a point on the centerline of Whittier Avenue;
Thence along said centerline of Whittier Avenue South 89°52'25" East a distance of 650.75 feet to the Southeast corner of said Lot 103;
Thence North 00°06'18" East a distance of 1316.14 feet along the East line of said Lot 103 to the point of beginning.

Excepting therefrom that portion of Mayberry (Almond) Avenue, Southerly 33 foot and excepting therefrom any portion thereof included in Whittier (Chestnut) Avenue.

Parcel D: (APN: 552-150-38, Acres: 14.19)

Parcel A of that certain Lot Line Adjustment No. 3239, in the County of Riverside, State of California, recorded December 4, 1990 as Instrument No. 439850 of Official Records, more particularly described as follows:

Beginning at the Southwest corner of Lot 104 of Map Book 6, Page 307, Riverside County Records, California, said point also identified on Record of Survey in Book 31, Pages 52 through 59 of Records of Survey, Riverside County Records, California;

Thence North 00°13'32" West a distance of 1315.82 feet to the Northwest corner of said Lot 104;
Thence North 89°51'03" East a distance of 495.97 feet to a point on the Westerly right of way line of the Bautista Channel as shown on said Record of Survey; .
Thence South 00°07'31" West along said Westerly right of way a distance of 493.59 feet to the beginning of a tangent curve concave Easterly having a radius of 2900.64 feet;
Thence Southeasterly along the arc of said tangent curve through a central angel of 13°35'50" a distance of 688.37 feet;
Thence North 88°33'22" West a distance of 221.35 feet;
Thence South 00°13'32" East a distance of 180.33 feet to the South line of said Lot 104;
Thence North 89°29'08" West along the South line of said Lot 104 a distance of 349.01 feet to the point of beginning.

Excepting therefrom any portion lying within Bautista Avenue.

Assessor's Parcel Number: 552-120-06, 08, 09, 20 and 552-150-38

Description of Wells:

State Well Number

05S01E17H001S

Popular Name or Reference Description

Arlington Veterinary Laboratories

DATED: July 15, 2012

Clifford J. Olsen
CLIFFORD J. OLSEN

DATED: July 15, 2012

Sherry A. Olsen
SHERRY A. OLSEN

DATED: July 20, 2012

Robert D. Olsen
ROBERT D. OLSEN, Trustee of the Robert D. Olsen & Elva I. Olsen Revocable Trust
UDT February 27, 1990

DATED: July 20, 2012

Elva I. Olsen
ELVA I. OLSEN, Trustee of the Robert D. Olsen & Elva I. Olsen Revocable Trust UDT
February 27, 1990

DATED: July 15, 2012

ARLINGTON VETERINARY
LABORATORIES, INC.

By Clifford J. Olsen
(Signature)

Clifford J. Olsen
(Print/Type Name)

Its Vicepresident/ Treasurer
(Office or Position)

EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendants CLIFFORD J. OLSEN and SHERRY A. OLSEN, as individuals; ROBERT D. OLSEN and ELVA I. OLSEN, as Trustees of the Robert D. Olsen and Elva I. Olsen Revocable Trust UDT February 27, 1990; and ARLINGTON VETERINARY LABORATORIES, INC., by CLIFFORD J. OLSEN, its Vice President/Treasurer, based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 156 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants X.
Class "B" Participants ____.
(Select one)

DATED: July 15, 2012

Clifford J. Olsen
CLIFFORD J. OLSEN

DATED: July 15, 2012

Sherry A. Olsen
SHERRY A. OLSEN

DATED: July 20, 2012

Robert D. Olsen
ROBERT D. OLSEN, Trustee of the Robert D. Olsen & Elva I. Olsen Revocable Trust UDT February 27, 1990

DATED: July 20, 2012

Elva I. Olsen
ELVA I. OLSEN, Trustee of the Robert D. Olsen & Elva I. Olsen Revocable Trust UDT February 27, 1990

DATED: July 15, 2012

ARLINGTON VETERINARY LABORATORIES, INC.

By Clifford J. Olsen
(Signature)

Clifford J. Olsen
(Print/Type Name)

Its Vice President/Treasurer
(Office or Position)

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Gshoaf@redwineandsherrill.com

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.:
A California Municipal Water District,)	
	)	STIPULATION FOR
	)	ENTRY OF JUDGMENT
Plaintiff,)	
vs.)	
)	
CITY OF HEMET; et al.,)	
)	
Defendants.)	
)	
)	

The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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beneficial use and avoid waste, and provides due consideration of the public interest and of the environment.

3. The parties agree that jurisdiction over each of the parties has been established by the allegations in the Complaint and that proper service of process of the Summons and Complaint upon each of the defendants has occurred.

4. The parties agree that the proper venue for this matter is the California Superior Court for the County of Riverside. The parties further agree that the Answers on behalf of all defendants appearing in this action have been filed, generally denying all allegations in the Complaint except those expressly admitted.

5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may be made and entered by the Court binding these stipulating parties in this action. Each Private Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed description of said defendant's property within the Management Area, including the acreage thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified as a Class "A" or Class "B" Participant.

6. Accordingly, the parties request that the Court hold a hearing to determine whether there is any objection to said proposed Judgment.

7. The parties agree that in the event that the Court is unwilling to enter a final judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no binding effect upon any of the parties to this Stipulation, and shall be considered null and void. The parties further agree that in the event this Stipulation becomes null and void under this provision, all defendants will have thirty (30) days to file and serve amended responsive pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:

DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF HEMET

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF SAN JACINTO

By _____

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DEFENDANTS/PUMPERS:

DATED: 7-3, 2012

John P. Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR KATIE MICHELLE OOSTDAM

DATED: 7-3, 2012

John P. Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR JESSICA LYNN OOSTDAM

DATED: 7-3, 2012

John P. Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MARGIE K. OOSTDAM

DATED: 7-3, 2012

John P. Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MELISSA OOSTDAM

DATED: _____, 2012

PETER G. OOSTDAM, TRUSTEE OF THE
PETER & JACOBA OOSTDAM FAMILY
TRUST DATED APRIL 23, 1982

*

DATED: 7-3, 2012

Jacoba M. Oostdam
JACOBA M. OOSTDAM, TRUSTEE OF
THE PETER & JACOBA OOSTDAM
FAMILY TRUST DATED APRIL 23, 1982

* PETER G. OOSTDAM is deceased.
Dismissal filed July 25, 2012

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendants JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR KATIE MICHELLE OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR MARGIE K. OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR MELISSA OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR JESSICA LYNN OOSTDAM; PETER G. OOSTDAM, TRUSTEE OF THE PETER & JACOBA OOSTDAM FAMILY TRUST DATED APRIL 23, 1982; and JACOBA M. OOSTDAM, TRUSTEE OF THE PETER & JACOBA OOSTDAM FAMILY TRUST DATED APRIL 23, 1982, certify that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Section 13, Township 4 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, being a portion of Lot D, Subdivision 4, Rancho San Jacinto Nuevo, as shown by Map on file in Book 1, Pages 10 and 11 of Maps, Records of Riverside County, California, described as follows:

Beginning at the point of intersection of the Westerly line of Warren Road 60 feet wide with the Southwesterly line of the 200 foot right of way conveyed to the Metropolitan Water District of Southern California, a Municipal Corporation, by final Order of Condemnation recorded in Book 272, Page 30 of Official Records of Riverside County, California;

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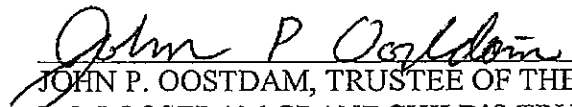
Thence along said Westerly line of Warren Road South 0°28'02" West, 978.14 feet;
Thence at right angles to said Westerly line North 89°31'58" West, 2,606.27 feet;
Thence at right angles North 0°28'02" East 2,030.30 feet to said Southwesterly line of the
Metropolitan Water District right of way;
Thence along said Southwesterly line South 67°32'55" East, 2,810.64 feet to the point of
beginning.

Assessor's Parcel Number: 425-200-025, Acres: 89.37

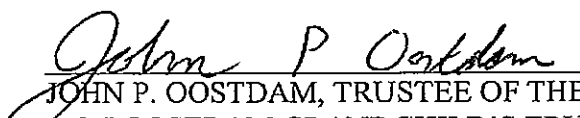
Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
04S02W13J001S	Oostdam Dairy North
04S02W13R001S	Oostdam Dairy South

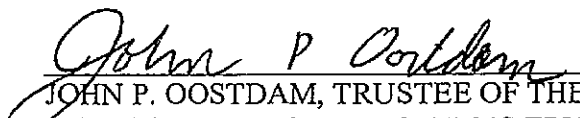
DATED: 7-3, 2012


JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR KATIE MICHELLE OOSTDAM

DATED: 7-3, 2012


JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR JESSICA LYNN OOSTDAM

DATED: 7-3, 2012


JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MARGIE K. OOSTDAM

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DATED: 7-3, 2012

John P Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MELISSA OOSTDAM

DATED: _____, 2012

PETER G. OOSTDAM, TRUSTEE OF THE
PETER & JACOBA OOSTDAM FAMILY
TRUST DATED APRIL 23, 1982

*

DATED: 7-3, 2012

Jacoba M Oostdam
JACOBA M. OOSTDAM, TRUSTEE OF
THE PETER & JACOBA OOSTDAM
FAMILY TRUST DATED APRIL 23, 1982

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT

ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

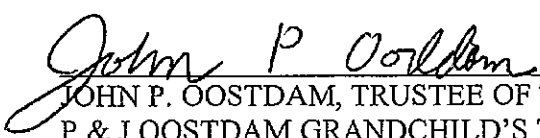
Defendants JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR KATIE MICHELLE OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR MARGIE K. OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR MELISSA OOSTDAM; JOHN P. OOSTDAM, TRUSTEE OF THE P & J OOSTDAM GRANDCHILD'S TRUST FOR JESSICA LYNN OOSTDAM; PETER G. OOSTDAM, TRUSTEE OF THE PETER & JACOBA OOSTDAM FAMILY TRUST DATED APRIL 23, 1982; and JACOBA M. OOSTDAM, TRUSTEE OF THE PETER & JACOBA OOSTDAM FAMILY TRUST DATED APRIL 23, 1982, based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 259 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants X.

Class "B" Participants ____.

(Select one)

DATED: 7-3, 2012



JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR KATIE MICHELLE OOSTDAM

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DATED: 7-3, 2012

John P Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR JESSICA LYNN OOSTDAM

DATED: 7-3, 2012

John P Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MARGIE K. OOSTDAM

DATED: 7-3, 2012

John P Oostdam
JOHN P. OOSTDAM, TRUSTEE OF THE
P & J OOSTDAM GRANDCHILD'S TRUST
FOR MELISSA OOSTDAM

DATED: _____, 2012

PETER G. OOSTDAM, TRUSTEE OF THE
PETER & JACOBA OOSTDAM FAMILY
TRUST DATED APRIL 23, 1982

*

DATED: 7-3, 2012

Jacoba M Oostdam
JACOBA M. OOSTDAM, TRUSTEE OF
THE PETER & JACOBA OOSTDAM
FAMILY TRUST DATED APRIL 23, 1982

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GERALD D. SHOAF, SBN 41084
REDWINE AND SHERRILL
1950 MARKET ST.
RIVERSIDE, CA 92501
Telephone (951) 684-2520
Facsimile (951) 684-9583
Gshoaf@redwineandsherrill.com

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.: RIC 1207274
A California Municipal Water District,)	
)	STIPULATION FOR
)	ENTRY OF JUDGMENT
vs.)	
)	
CITY OF HEMET; et al.,)	
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The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize

1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012
PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
CITY OF HEMET
By _____

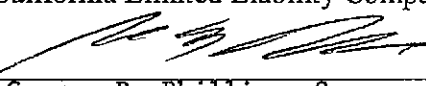
DATED: _____, 2012
DEFENDANT:
CITY OF SAN JACINTO
By _____

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DEFENDANT/PUMPER:

DATED: Oct 5, 2012

PASTIME LAKES INVESTMENT CO., LLC,
A California Limited Liability Company

By 
George R. Phillips, Sr.

Its Manager
(Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, PASTIME LAKES INVESTMENT CO., a California Limited Liability Company, by George R. Phillips, Sr, its Manager, certifies that the following is a description of the property and wells owned by said defendant within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

That portion of Lot 1 in Block 4 as shown on Amended Map No. 1 of Lakeview, County of Riverside, State of California, on file in Book 2, Page 24 of Maps, Riverside County Records, described as follows:

Beginning at the point of intersection of the Easterly line of Lakeview Avenue, as shown on said map with the Northerly line of the certain strip of land 80 feet in width conveyed to the County of Riverside by deed filed for record August 22, 1950 in Book 1198, Page 478, of Official Records, (now known as Pico Road); thence Easterly on the Northerly line of said strip of land, 198 feet; thence Northerly, parallel with the Easterly line of Lakeview Avenue 220 feet; thence Westerly, parallel with the Northerly line of said strip of land so conveyed to the County of Riverside, 198 feet to a point on the Easterly line of Lakeview Avenue, thence Southerly on the Easterly line of Lakeview Avenue, 220 feet to the point of beginning.

Parcel 2:

Blocks 1, 2, 3, and 4, in the County of Riverside, State of California, as shown by Amended Map No. 1 of Lakeview on file in Book 2, Page 24 of Maps, Riverside County Records; together with those portions of the vacated Alfalfa Road, the R.R. Reservation and Reservoir Avenue, adjoining said Blocks which would pass with a conveyance of said blocks by operation of law.

Excepting therefrom that portion thereof which lies South of the North line of Ramon Expressway as conveyed to the County of Riverside by deed recorded November 16, 1971 as Instrument No. 131222.

1 Also excepting from Lot 4 in Block 1 the following described portion thereof;

2 Beginning at the Northeast corner of said Lot 4; thence Westerly along the Northerly line of said Lot,
3 200; thence Southerly parallel with the Easterly line of said Lot, 100 feet; thence Easterly parallel with
4 the Northerly line of said Lot, 200 feet to a point on the Easterly line thereof; thence Northerly along
5 said Easterly line, 100 feet to the point of beginning.

6 Also excepting from Blocks 1, 2, 3 and 4 and Reservoir Avenue, vacated the portions thereof described
7 as follows:

8 Beginning at the intersection of the West line of lot 1 in said Block 4, with the North line of Pico Road
9 as conveyed to the County of Riverside by deed recorded August 229, 1950 in Book 1200, Page 466 of
10 Official Records; thence North along the West line of Lot 1, in Block 4; Lots 1 and 2 in Block 3; and Lot
11 1, in Block 1, to the Northwest corner of Lot 1, in Block 1; thence East along the North line of said
12 Block 1; 1070 feet to a point in the North line of Lot 2 in said Block 1; thence South to a Page in the in
13 the North line of Pico Road, as conveyed to the County of Riverside by deed referred to above which
14 point is 1100 feet East of the West line of said Block 4;
15 Thence West along the North line of said Pico Road, 1100 feet, more or less, to the point of beginning.

16 Parcel 3:

17 That portion of Blocks 1, 2, 3 and 4, as shown by Amended Map No. 1 of Lakeview, County of
18 Riverside, State of California, on file in Book 2, Page 24 of Maps, Riverside County Records; together
19 with those portions of the vacated Alfalfa Road, the R.R. Reservation and Reservoir Avenue, included
20 in the following described Parcel;

21 Beginning at a point in the West line of Lot 1 in said Block 4, 220 feet North of the North line of Pico
22 Road, as conveyed to the County of Riverside, by deed recorded August 29, 1950 in Book 1200, Page
23 466 of Official Records; thence North, along the West line of Lot 1 in Block 4, Lots 1 and 2 in Block 3,
24 and Lot 1 in Block 1, to the Northwest corner of Lot 1 in Block 1; thence East, along the North line of
25 said Lot 1, 1070 feet to a point in the North line of Lot 2 in said Block 1;
26 Thence South to a point in the North line of Pico Road, as conveyed to the County of Riverside, by the
27 deed referred to above, which point is 1100 feet East of the West line of said Block 4; thence West,
28 along the North line of said Pico Road, 902 feet, more or less, to a point 198 feet East of the West line
of said Block 4; thence North, parallel with the West line of said Block 4, 220 feet; thence West,
parallel with the North line of Pico Road, 198 feet to the point of beginning.

Excepting therefrom that portion thereof which lies South of the North line of Ramona Expressway as
conveyed to the County of Riverside by deed recorded November 16, 1971 as Instrument No. 131224.

Parcel 4:

That portion of Lot 4, Block 1 of Amended Map No. 1, of Lakeview, County of Riverside, State of
California, as recorded in Book 2, Page 24 of Maps, in the Office of the County Recorder of said
Riverside County, described as follows:

Beginning at the Northeast corner of said Block 1;
Thence Westerly along the North line of said Block 1 a distance of 200.00 feet;
Thence Southerly, parallel with the East line of said Block 1, a distance of 100.00 feet; thence
Easterly, parallel with the North line of said Block 1, a distance of 200.00 feet to a point in the East
line of said Block 1; thence Northerly, along the East line of said Block 1, a distance of 100.00 feet to
the point of beginning.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown
below but with no right of surface entry, as provided in deed

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Depth: 500
Recorded: May 8, 1989 as Instrument No. 146722 of Official Records

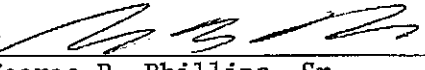
Assessor's Parcel Number: 425-110-004, Acres: 0.81
425-110-008, Acres: 75.12
425-110-009, Acres: 45.11
425-110-016, Acres: 0.46

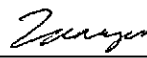
Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
04S02W11C001S	Pastime Lakes Dairy East
04S02W11D002S	Pastime Lakes Dairy Middle
04S02W11D001S	Pastime Lakes Dairy West

DATED: October, 2012

PASTIME LAKES INVESTMENT CO., LLC,
A California Limited Liability Company

By 
George R. Phillips, Sr.

Its 
(Office or Position)

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant, PASTIME LAKES INVESTMENT CO., a California Limited Liability Company, by George R. Phillips, Sr., its Manager, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 212 acre feet per year collectively for all properties described on Exhibit "B," hereby elects to be classified collectively in these proceedings as

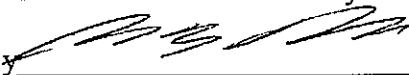
Class "A" Participants ____.

Class "B" Participants X.

(Select one)

DATED: October 5, 2012

PASTIME LAKES INVESTMENT CO., LLC,
A California Limited Liability Company

By 
George R. Phillips, Sr.

Its Manager
(Office or Position)

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GERALD D. SHOAF, SBN 41084
REDWINE AND SHERRILL
1950 MARKET ST.
RIVERSIDE, CA 92501
Telephone (951) 684-2520
Facsimile (951) 684-9583
Gshoaf@redwineandsherrill.com

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,)
A California Municipal Water District,)
)
Plaintiff,)
vs.)
)
CITY OF HEMET; et al.,)
)
Defendants.)
)

CASE NO.: RIC 1207274

STIPULATION FOR
ENTRY OF JUDGMENT

The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize

1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:

DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF HEMET

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF SAN JACINTO

By _____

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DEFENDANTS/PUMPERS:

DATED: June 28, 2012

RANCHO DIAMANTE INVESTMENTS, LLC,
a Delaware Limited Liability Company

By SEE Attachment

(Print/Type Name)

Its _____
(Office or Position)

Owner:

Rancho Diamante Investments, LLC, a California
limited liability company:

By: Member:

Strata/Benchmark Page Ranch, L.P., a California
limited partnership

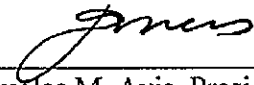
By: Strata Equity Holdings, LLC, a California
limited liability company, Co-Managing General Partner

By: Strata Equity Investments, Inc.,
a California corporation, Its Managing
Member

By: 

Carlos D. Michan, President

By: Benchmark Pacific Management, Inc.,
a California Corporation, Co-Managing
General Partner

By: 

Douglas M. Avis, President and Sec.

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, RANCHO DIAMANTE INVESTMENTS, LLC, a Delaware limited liability company, by Bonchawal Prathe, its Co-Managing G.P., certifies that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel A (ptn Apn: 465-140-021, Acres: 12.43)

The Westerly 55 feet of Lot East of Parcel Map 11761, in the County of Riverside, State of California, as per Map filed in Book 56, Pages 78 and 79, of Parcel Maps, in the Office of the County Recorder of said County, said 55 feet being measured at right angles, to the Westerly line of said Lot E.

Parcel B: (ptn Apn: 465-140-021)

That portion of the Northwest quarter of the Southwest quarter and that portion of the Southwest quarter of the Southwest quarter of Section 25, Township 5 South, Range 2 West, S.B.B.M., in the County of Riverside, State of California, lying Easterly of a line which is parallel with and 75 feet Westerly, measured at right angles or radially, from the following described traverse line:

Beginning at a point on the North line of said Southwest quarter of Section 25, said point being distant South 89° 24' 57" East along said North line 1230.90 feet from the Northwest corner of said Southwest quarter of Section 25; thence South 0° 20' 09" East 121.74 feet; thence South 0° 19' 29" East 2190.76 feet to a point herein designated "Point A" said Point "A" being also the beginning of a curve concave to the West, tangent to said last mentioned course, and having a radius of 500 feet; thence Southerly along said curve 305.57 feet; thence South 34° 41' 26" West tangent to said curve 15.93 feet to a point on the South line of said Southwest quarter of Section 25, said last mentioned point being distant South 88° 54' 06" East along said South line 1130.43 feet from the Southwest corner of said Southwest quarter of Section 25.

Excepting therefrom that portion of said Southwest quarter of the Southwest quarter of Section 25 lying Southerly of a line which is at right angles to said above-described traverse line at said "Point A" and Westerly of a line which is parallel with and 100 feet Easterly, measured radially, from said traverse line.

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Also excepting therefrom any portion lying within any public road.

Parcel C (apn: 465-140-035, Acres: 3.63)

Being a point on Parcel 2 together with a portion of Lots E and F as shown on Parcel Map No. 11761, recorded in Parcel Map in Book 56, Pages 78 and 79, records of Riverside County, California, located in Section 25, Township 5 South, Range 2 West, San Bernardino Base and Meridian.

A strip on land 125 feet in width, the Westerly line of said strip lying 55 feet Easterly of and parallel with the Easterly right of way of the Metropolitan Water District San Diego Canal, as shown on Record of Survey in Book 73, Pages 78 through 82, inclusive, records of Riverside County, California.

The side lines of said trip shall be prolonged or shortened so as to terminate at the Northerly terminus with the Southerly 50-foot right of way of Simpson Avenue as shown on said Parcel Map and at the Southerly terminus with the Southerly 30 foot right of way of Levie Road, as shown on said Parcel Map.

Parcels D (apn: 465-140-034, Acres: 7.82)

Parcel 2 together with Lettered Lots "E" and "F", as shown by Parcel Map No. 11761, on file in Book 56, Pages 78 and 79 of Parcel Maps, records of Riverside County, California.

Excepting therefrom that portion of Lettered Lot "E" conveyed to the Metropolitan Water District of Southern California, a public Corporation by deed recorded September 19, 1994 as Instrument No. 360934 of Official Records of Riverside County, California.

Also excepting therefrom that portion of said land conveyed to the Riverside County Flood Control and Water Conservation District by instrument recorded July 15, 1999 as Instrument No. 1999-315662 of Official Records.

Parcel E: (apn: 465-140-014, Acres: 12.84), (APN: 465-140-015, Acres: 12.55)

Parcels 3 and 4 together with Lettered Lots "G" through "I" as shown by Parcel Map No. 11761, on file in Book 56, Pages 78 and 79 of Parcel Maps, records of Riverside County, California.

Parcels F (apn: 465-140-001, Acres: 32.22)

The Northwest quarter of the Southwest quarter of Section 25, Township 5 South, Range 2 West, San Bernardino Base and Meridian, County of Riverside, State of California, according to the Official Plat thereof:

Except that portion thereof particularly described as follows;

Beginning at the Southwest corner of said Northwest quarter of Southwest quarter of Section 25; thence North along the West line of said Section, 16 rods;

Thence at a right angle Easterly, 14 rods;

Thence at a right angle Southerly 16 rods;

Thence at a right angle Westerly, 14 rods to the point of beginning.

Also except the Westerly 20 feet and the Northerly 30 feet thereof; as granted to County of Riverside for highway purposes;

Also except that portion lying Easterly of a line parallel with and 75 feet Westerly, measured at right angles or radial, from the following described line:

1 Beginning at a point on the North line of said Southwest quarter of Section 25, said point being distant
2 South 89° 24' 57" East, on said North line, 1,230.00 feet from the Northwest corner of said Southwest
3 quarter of Section 25:
4 Thence South 0° 20' 09" East, 121.74 feet;
5 Thence South 0° 10' 29" East, 2190.76 feet, to a point designated "Point A, being also the beginning
6 of a curve concave to the West, tangent to said last mentioned course, and having a radius of 500
7 feet;
8 Thence Southerly, along said curve, 305.37 feet; thence South 34° 41' 26" West tangent to said
9 curve, 15.93 feet, to a point on the South line of said Southwest quarter of Section 25, said last
10 mentioned point being distant South 88° 54' 06" East, along said South line, 1130.43 feet from the
11 Southwest corner of said Southwest quarter of Section 25.
12 Parcel G: (apn: 465-140-004, Acres: 9.00)
13 The Northwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 5
14 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of
15 California, according to the Official plat thereof:
16 Except the Westerly 4 rods thereof.
17 Parcel H (apn: 465-140-024, Acres: 10.71)
18 Thee East half of the Southwest quarter of the Southwest quarter of Section 25, Township 5 South,
19 Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California,
20 according to the Official plat thereof:
21 Except the South 30 feet for road purposes:
22 Also except that portion lying Easterly of a line parallel with and 75 feet Westerly, measured at right
23 angles or radially, from the following described traverse line;
24 Beginning at a point on the North line of said Southwest quarter of Section 25, said point being distant
25 South 89° 24' 57" East, along said North line, 1,230.00 feet from the Northwest corner of said
26 Southwest quarter of Section 25;
27 Thence South 0° 20' 09" East, 121.74 feet;
28 Thence South 0° 19' 29" East, 2,190.76 feet, to a point designated "Point A", being also the beginning
of a curve concave to the West, tangent to said last mentioned course, and having a radius of 500
feet; thence Southerly along said curve, 305.57;
Thence South 34° 41' 26" West tangent to said curve 15.93 feet, to a point on the South line of said
Southwest quarter of Section 25, said last mentioned point being distant South 88° 54' 06" East, on
said South line, 1,130.43 feet from Southwest corner of said Southwest corner of said Southwest
quarter of Section 25;
Also except that portion as conveyed to the Metropolitan Water District in deed recorded October 6,
1987 as Instrument No. 289386 of Official Records of Riverside County, California;
Also excepting therefrom that portion condemned by the Metropolitan Water District by final order
condemnation recorded January 27, 1995 as Instrument No. 27553 of Official Records of Riverside
County, California.
Parcel I (apn: 465-140-022, Acres: 7.90)

Thence Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township

1 5 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of
 2 California, according to the Official plat thereof:
 3 Excepting therefrom that portion included within California Avenue and Olive Avenue;
 4 Also except the West 66 feet thereof:
 5 Also excepting therefrom that portion condemned by the Metropolitan Water District by document
 6 recorded January 27, 1995 as Instrument No. 27553 of Official Records of Riverside County,
 7 California.
 8 Together with that portion of Olive Avenue, that would pass by operation of law, vacated by
 9 Resolution No. 2002-72 recorded October 1, 2002 as Instrument No. 2002-546475 of Official Records.
 10 Parcel J (apn: 465-140-002, Acres: 1.28)
 11 That portion of the Northwest quarter of the Southwest quarter of and the Southwest quarter of the
 12 Southwest quarter of Section 25, Township 5 South, Range 2 West, San Bernardino Base and
 13 Meridian, according to the Official Plat thereof, described as follows:
 14 Beginning at the Southwest corner of said Section;
 15 Thence Northerly on the Westerly line of said Section 80 rods to the Southwest corner of the
 16 Northwest quarter of the Southwest quarter of said Section;
 17 Thence Northerly on the Westerly line to said Section, 16 rods;
 18 Thence Easterly, parallel with the Southerly line of said Northwest quarter of the Southwest quarter,
 19 14 rods;
 20 Thence Southerly, parallel with the Westerly line of said Section, 16 rods, to a point on the Southerly
 21 line of said Northwest quarter of the Southwest quarter;
 22 Thence Westerly on said Southerly line, 10 rods;
 23 Thence Southerly, parallel with the Westerly line of said Section 80 rods to a point on the Southerly
 24 line thereof;
 25 Thence Westerly on the Southerly line of said section, 4 rods to the point of beginning;
 26 Except the Westerly 20 feet thereof described by deed to the County of Riverside recorded January 16,
 27 1932 in Book 65, Page 23 of Official Records of Riverside County, California.
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Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
05S02W25M003S	Ricketts 01
05S02W25M004S	Ricketts 02

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DATED: June 28, 2012

RANCHO DIAMANTE INVESTMENTS, LLC,
a Delaware Limited Liability Company

By SEE ATTACHMENT

(Print/Type Name)

Its _____
(Office or Position)

Owner:

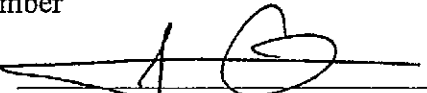
Rancho Diamante Investments, LLC, a California
limited liability company:

By: Member:

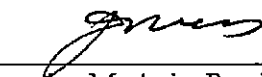
Strata/Benchmark Page Ranch, L.P., a California
limited partnership

By: Strata Equity Holdings, LLC, a California
limited liability company, Co-Managing General Partner

By: Strata Equity Investments, Inc.,
a California corporation, Its Managing
Member

By: 
Carlos D. Michan, President

By: Benchmark Pacific Management, Inc.,
a California Corporation, Co-Managing
General Partner

By: 
Douglas M. Avis, President and Sec.

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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendant RANCHO DIAMANTE INVESTMENTS, LLC, a Delaware limited liability company, by Benchmark Pacific its Co-managing GP, based on a collective assignment to said defendant of Base Production Rights under the proposed Stipulated Judgment in the amount of 166 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

Class "A" Participants _____.

Class "B" Participants .

(Select one)

DATED: June 28, 2012

RANCHO DIAMANTE INVESTMENTS, LLC,
a Delaware Limited Liability Company

By See Attachment

(Print/Type Name)

Its _____
(Office or Position)

Owner:

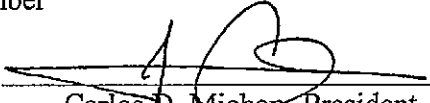
Rancho Diamante Investments, LLC, a California
limited liability company:

By: Member:


Strata/Benchmark Page Ranch, L.P., a California
limited partnership

By: Strata Equity Holdings, LLC, a California
limited liability company, Co-Managing General Partner

By: Strata Equity Investments, Inc.,
a California corporation, Its Managing
Member

By: 
Carlos D. Michan, President

By: Benchmark Pacific Management, Inc.,
a California Corporation, Co-Managing
General Partner

By: 
Douglas M. Avis, President and Sec.

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GERALD D. SHOAF, SBN 41084
REDWINE AND SHERRILL
1950 MARKET ST.
RIVERSIDE, CA 92501
Telephone (951) 684-2520
Facsimile (951) 684-9583
Gshoaf@redwineandsherrill.com

Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.: RIC 1207274
A California Municipal Water District,)	
	)	STIPULATION FOR
	)	ENTRY OF JUDGMENT
vs.)	
)	
CITY OF HEMET; et al.,)	
)	
)	
Defendants.)	
)	
)	

The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:
 - a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.

12 d. It is generally recognized and accepted that unmanaged downward decline
13 in water levels has severe adverse impacts on the rights of groundwater producers and on water
14 quality, will cause increased pumping lifts and may result in surface land subsidence.

15 e. It is apparent to the parties that protection of the rights of the parties and
16 of the public interest in maximizing the beneficial use of a limited resource—groundwater
17 supplies—within the Management Area requires the development, imposition and
18 implementation of a physical solution.

19 2. The parties agree that the physical solution represented by the Water Management
20 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
21 fair and equitable basis for protection of the groundwater supply within the Management Area
22 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
23 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.

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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

PLAINTIFF:

DATED: _____, 2012

EASTERN MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

DEFENDANT:

DATED: _____, 2012

CITY OF HEMET

By _____

DEFENDANT:

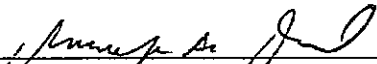
DATED: _____, 2012

CITY OF SAN JACINTO

By _____

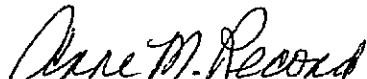
1 DEFENDANT/PUMPER:

2
3 DATED: December 19, 2012



RANDOLPH A. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

4
5
6 DATED: December 19, 2012



ANNE M. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

7
8
9 DATED: December 19, 2012

De ANZA RANCH, LP,
A California Limited Partnership

10
11 By  _____

12
13 Its PARTNER _____
14 (Office or Position)

15
16 DATED: December 19, 2012

YORBA, LLC,
A California Limited Liability Company

17
18 By  _____

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20 Its MANAGING MEMBER _____
21 (Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendants' Property and Wells Within the Management Area

Defendants, RANDOLPH A. RECORD, Trustee of the Record Revocable Trust dated July 14, 2005; ANNE M. RECORD, Trustee of the Record Revocable Trust dated July 14, 2005; De ANZA RANCH, LP, a California Limited Partnership, by Randolph A. Record, its Partner; and YORBA, LLC, a California Limited Liability Company, by Michael G. Record, its Managing Partner, certify that the following is a description of the property and wells owned by said defendants within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (Assessor's Parcel Number: 553-240-017, Acres: 19.55)

Parcel 10, as shown by Parcel Map 15498, in the City of San Jacinto, County of Riverside, State of California, on file in Book 92, Pages 6 through 14 of Parcel Maps, Records of Riverside County, California.

Parcel 2: (Assessor's Parcel Number: 436-080-005, Acres: 0.91)
(436-220-002, Acres: 2.91)
(436-220-003, Acres: 2.21)

1 That portion of Farm Lots 132 and 137 of the Lands of the San Jacinto Land Association, in the
2 City of San Jacinto, County of Riverside, State of California, as shown by map on file in Book 8,
3 Page 357 of Maps, Records of San Diego County, California, more particularly described as
4 follows:

5
6 Beginning at the Southeast corner of said Farm Lot 132, being also a point on the centerline of
7 Lyon Avenue; Thence South $89^{\circ}38'17''$ West along the South line of said Farm Lot 132, a
8 distance of 325.00 feet; Thence North $42^{\circ}53'15''$ West, a distance of 276.14 feet to a point on the
9 boundary line of that portion of land included within that certain Final Decree on Condemnation,
10 recorded November 23, 1949 in Book 1126, Page 54 of Official Records; Thence along said
11 boundary line the following courses; South $47^{\circ}06'45''$ West a distance of 274.77 feet; South
12 $00^{\circ}32'16''$ East, a distance of 17.78 feet to said South line of Farm Lot 132; Continuing South
13 $00^{\circ}32'16''$ East, a distance of 326.50 feet; Thence North $89^{\circ}38'15''$ East, a distance of 713.09
14 feet to the East line of said Farm Lot 137 and said centerline of Lyon Avenue; Thence North
15 $00^{\circ}21'45''$ West along said East line and said centerline, a distance of 326.49 feet to the
16 point of beginning.

17
18 Said description is pursuant to that certain Certificate of Compliance in accordance with Lot Line
19 Adjustment 04-01 recorded July 19, 2004 as Instrument No. 556773 of Official Records.

20 Parcel 3: (Assessor's Parcel Number: 436-070-006, Acres: 29.62)

21
22 That portion of Parcel B of Certificate of Compliance in the City of San Jacinto, County of Riverside,
23 State of California, recorded October 15, 1991 as Instrument No. 354897 of Official Records of said
County lying Westerly of the following described line:

24 Beginning at a point on the Northerly line of Farm Lot 115 of the lands of San Jacinto Land Association
25 shown by a map on file in Book 8, Page 357 of Maps, Records of San Diego County, California distant
26 North $89^{\circ}54'04''$ West 1454.81 feet from the Northeast corner of said Lot; thence leaving said line,
27 South $5^{\circ}43'14''$ East 990.62 feet; thence South $12^{\circ}31'11''$ East 352.59 feet to the beginning of a
28 said curve concave Easterly having a radius of 570.00 feet; thence Southerly 198.85 feet along
said curve through a central angle of $19^{\circ}59'18''$; thence non-tangent from said curve, South $60^{\circ}32'33''$ East 230.86 feet to the beginning of a non-tangent curve concave Northwesterly having a radius

1 of 1400.000 feet, a radial line to said point bears South 61° 53' 36" East; thence Southwesterly
2 405.29 feet along said curve through a central angle of 16° 35' 12"; thence tangent from said curve,
3 South 44° 41' 36" West 44.21 feet to the Southerly line of the North half of the Southeast quarter of
4 said Lot.

5 Except that portion included within record road as described in a deed to the County of Riverside
6 recorded March 28, 1911 in Book 327, Page 67 of Deeds, records of said County, lying Northerly of a
7 line parallel with and 20.00 feet South of the North line of said Lot.

8 Also except that portion included within Potter Road as described in deeds to the County of Riverside
9 recorded March 28, 1911 in Book 327, Page 67 of Deeds, and July 17, 1973 as Instrument No. 93197
10 of Official Records of said County, lying Southerly of a line parallel with and 20.00 feet South of the
11 North line of said Lot, Northerly of that portion of said Potter Road abandoned by resolution no. 74-27
12 of the Board of Supervisors of said County recorded February 3, 1974 as Instrument No. 16145 of said
13 of Official Records, and Easterly of the East line of the land included with Parcel A of Certificate of
14 Compliance recorded October 15, 1991 as Instrument No. 354897 of said Official Records.

15 Said legal description is based upon Lot Line Adjustment recorded July 6, 2006 as Instrument No.
16 2006-491499 of Official Records.

17 Parcel 4 (Assessor's Parcel Number: 436-070-018, Acres: 13.16)

18 That portion of Parcel A of Certificate of Compliance in the City of San Jacinto, County of Riverside,
19 State of California, recorded October 15, 1991 as Instrument No. 354897, of Official Records of said
20 County together with that portion of the Northeast quarter and the North half of the Southeast quarter
21 of Farm Lot 115 of the Land of San Jacinto Land Association shown by a map on file in Book 8, page
22 357 of Maps, records of San Diego County, California, lying Westerly of the following described line:

23 Beginning at a point on the Northerly line of said Farm Lot 115 distant North 89° 54' 04" West
24 1454.81 feet from the Northeast corner of said Lot: thence leaving said line, South 5° 43' 14" East
25 990.62 feet; thence South 12° 31' 12" East 352.59 feet to the beginning of a tangent curve concave
26 Easterly having a radius of 570.00 feet; thence Southerly 198.85 feet along said curve through a
27 central angle of 19° 59' 18"; thence non-tangent from said curve, South 60° 32' 33" East 230.86 feet
28 to the beginning of a non-tangent curve concave Northwesterly having a radius of 1400.000 feet, a
radial line to said point bears South 61° 53' 36" East; thence Southwesterly 405.29 feet along said
curve through a central angle of 16° 35' 12"; thence tangent from said curve, South 44° 41' 36" West
44.21 feet to the Southerly line of the North half of the Southeast quarter of said Lot.

Except that portion included within record road as described in a deed to the County of Riverside,
recorded March 28, 1911 in Book 327, Page 67 of Deeds, Records of said County, lying Northerly of a
line parallel with and 20.00 feet South of the North line of said Lot.

Also except that portion included within Potter Road as described in deeds to the County of Riverside
recorded March 28, 1911 in Book 327, Page 67 of Deeds and July 17, 1973 as Instrument No. 93197
of Official Records of said County, lying Southerly of a line parallel with and 20.00 feet South of the
North line of said Lot, Northerly of that portion of said Potter Road abandoned by Resolution No. 74-27
of the Board of Supervisors of said County recorded February 3, 1974 as Instrument No. 16145 of said
Official Records, and Easterly of the East line of the land included with Parcel A of Certificate of
Compliance recorded October 15, 1991 as Instrument No. 354897 of said Official Records.

Except that portion of conveyed to the City of San Jacinto by deed recorded February 15, 2008 as
Instrument No. 2008-076512 of Official Records.

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Said legal description is based upon Lot Line Adjustment recorded July 6, 2006 as Instrument No. 2006-0491498 of Official Records and July 6, 2006 as Instrument No. 2006-491499 of Official Records.

Description of Wells:

<u>State Well Number</u>	<u>Popular Name or Reference Description</u>
05S01E13R002S	Record Doe Canyon
05S01E13Q001S	Record Doe Canyon West
04S01W21B001S	Record Potter/Record
04S01W21Q001S	Record DeAnza

DATED: December 19, 2012

Randolph A. Record
RANDOLPH A. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

DATED: December 19, 2012

Anne M. Record
ANNE M. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

DATED: December 19, 2012

De ANZA RANCH, LP,
A California Limited Partnership

By *Randolph A. Record*

Its *Partner*
(Office or Position)

DATED: December 19, 2012

YORBA, LLC,
A California Limited Liability Company

By *Mike Record*

Its *MANAGING MEMBER*
(Office or Position)

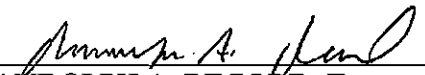
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EXHIBIT "C"
TO
STIPULATION FOR ENTRY OF JUDGMENT
ASSIGNMENT OF BASE PRODUCTION RIGHTS
and
ELECTION

Defendants, RANDOLPH A. RECORD, Trustee of the Record Revocable Trust dated July 14, 2005; ANNE M. RECORD, Trustee of the Record Revocable Trust dated July 14, 2005; De ANZA RANCH, LP, a California Limited Partnership, by Randolph A. Record, its Partner; and YORBA, LLC, a California Limited Liability Company, by Michael G. Record, its Managing Member, based on a collective assignment to said defendants of Base Production Rights under the proposed Stipulated Judgment in the amount of 193 acre feet per year collectively for all properties described on Exhibit "B," hereby elect to be classified collectively in these proceedings as

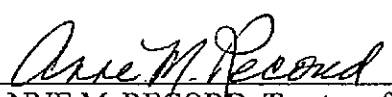
Class "A" Participants X.
Class "B" Participants _____.
(Select One)

DATED: December 19, 2012



RANDOLPH A. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

DATED: December 19, 2012



ANNE M. RECORD, Trustee of the
Record Revocable Trust dated July 14, 2005

1 DATED: December 19, 2012

De ANZA RANCH, LP,
A California Limited Partnership

2
3
4 By [Signature]

5 Its PARTNER
6 (Office or Position)

7
8 DATED: December 19, 2012

YORBA, LLC,
A California Limited Liability Company

9
10 By [Signature]

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12 Its MANAGING MEMBER
13 (Office or Position)

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1 GERALD D. SHOAF, SBN 41084
2 REDWINE AND SHERRILL
3 1950 MARKET ST.
4 RIVERSIDE, CA 92501
5 Telephone (951) 684-2520
6 Facsimile (951) 684-9583
7 Gshoaf@redwineandsherrill.com

8 Attorneys for Plaintiff
9 EASTERN MUNICIPAL WATER DISTRICT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT,	)	CASE NO.: RIC 1207274
A California Municipal Water District,)	
)	STIPULATION FOR
)	ENTRY OF JUDGMENT
)	
vs.)	
)	
CITY OF HEMET; et al.,)	
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)	
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The parties hereto agree and stipulate as follows:

1. The following facts, considerations, and objectives, among others, provide the basis for this Stipulation for Entry of Judgment:

a. On May 16, 2012, the Eastern Municipal Water District commenced this action by filing a Complaint seeking the adjudication of an area within the San Jacinto Valley described in Exhibit "A" to the Complaint on file herein and known as the "Management Area." The Complaint alleges that the groundwater basins underlying the Management Area, to-wit, the Canyon, the San Jacinto Upper Pressure, and the Hemet North and Hemet South Basins are in a

1 state of overdraft and seeks correction of this condition by the Court through adjudication of
2 certain rights to produce water therefrom.

3 b. Each of the parties executing this Stipulation has a direct interest in the
4 quantity and quality of groundwater produced from within the Management Area.

5 c. The safe yield of the basins that comprise the Management Area is
6 approximately 45,000 acre feet per year. For more than five years preceding the filing of the
7 Complaint, the annual safe yield (as defined in Section 1.33 of the proposed Stipulated
8 Judgment) of the groundwater under the Management Area has been exceeded by the total
9 production therefrom, and a state of overdraft has existed continuously for at least five years.
10 Groundwater production during this period has been open, notorious, continuous, adverse,
11 hostile, and under a claim of right.
12

13 d. It is generally recognized and accepted that unmanaged downward decline
14 in water levels has severe adverse impacts on the rights of groundwater producers and on water
15 quality, will cause increased pumping lifts and may result in surface land subsidence.
16

17 e. It is apparent to the parties that protection of the rights of the parties and
18 of the public interest in maximizing the beneficial use of a limited resource—groundwater
19 supplies—within the Management Area requires the development, imposition and
20 implementation of a physical solution.
21

22 2. The parties agree that the physical solution represented by the Water Management
23 Plan set forth in the proposed Stipulated Judgment attached hereto as Exhibit "A," constitutes a
24 fair and equitable basis for protection of the groundwater supply within the Management Area
25 and for satisfaction of groundwater rights within said Management Area and is in furtherance of
26 the mandate of the State Constitution establishing water policy within the State to maximize
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1 beneficial use and avoid waste, and provides due consideration of the public interest and of the
2 environment.

3 3. The parties agree that jurisdiction over each of the parties has been established by
4 the allegations in the Complaint and that proper service of process of the Summons and
5 Complaint upon each of the defendants has occurred.

6 4. The parties agree that the proper venue for this matter is the California Superior
7 Court for the County of Riverside. The parties further agree that the Answers on behalf of all
8 defendants appearing in this action have been filed, generally denying all allegations in the
9 Complaint except those expressly admitted.

10 5. The parties agree that a Judgment in the form attached hereto as Exhibit "A" may
11 be made and entered by the Court binding these stipulating parties in this action. Each Private
12 Pumper defendant signing this Stipulation shall attach to this Stipulation as Exhibit "B," a signed
13 description of said defendant's property within the Management Area, including the acreage
14 thereof; and, as Exhibit "C," the signed form indicating said defendant's election to be classified
15 as a Class "A" or Class "B" Participant.

16 6. Accordingly, the parties request that the Court hold a hearing to determine
17 whether there is any objection to said proposed Judgment.

18 7. The parties agree that in the event that the Court is unwilling to enter a final
19 judgment identical to the Judgment attached hereto as Exhibit "A," this Stipulation will have no
20 binding effect upon any of the parties to this Stipulation, and shall be considered null and void.
21 The parties further agree that in the event this Stipulation becomes null and void under this
22 provision, all defendants will have thirty (30) days to file and serve amended responsive
23 pleadings.
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8. The parties agree that this Stipulation may be executed in counterparts, each of which will be filed with the Court.

DATED: _____, 2012
PLAINTIFF:
EASTERN MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
LAKE HEMET MUNICIPAL WATER DISTRICT
By _____

DATED: _____, 2012
DEFENDANT:
CITY OF HEMET
By _____

DATED: _____, 2012
DEFENDANT:
CITY OF SAN JACINTO
By _____

1 DEFENDANT/PUMPER:
2

3 DATED: 12/6, 2012
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SAN JACINTO FUND, LLC,
A Colorado Limited Liability Company
By San Jacinto Fund, LP
By AVE Management, LLC
By T. David E. Ramsey
Its Member
(Office or Position)

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EXHIBIT "B"
TO
STIPULATION FOR ENTRY OF JUDGMENT

Description of Defendant's Property and Wells Within the Management Area

Defendant, SAN JACINTO FUND, LLC, a Colorado Limited Liability Company, by San Jacinto Fund, LP, by AVF Management, LLC, by David Ramsay, its Member, certifies that the following is a description of the property and wells owned by said defendant within the Management Area:

Description & Acreage of each Parcel:

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel A:

That portion of Farm Lot 129 of Lands of San Jacinto Land Association City of San Jacinto, County of Riverside, State of California, as per map recorded in Book 8, Page 357 of Maps, Records of San Diego County, California, described as follows:

Beginning at the Southeasterly corner of said Lot 129 which corner is also the Northeasterly corner of Farm Lot 133 of said lands of San Jacinto Land Association as shown by map on file in Book 8, Page 357 of Maps, Records of San Diego County, California; thence Westerly along the Northerly line of said Lot 133, a distance of 561.00 feet; thence Northerly and parallel to the Easterly line of said Lot 129, a distance of 1,325.00 feet, more or less, to the Northeasterly line of said Lot 129; thence Southeasterly along the Northeasterly line of said Lot 129, a distance of 740.00 feet, more or less, to the most Northerly corner of Farm Lot 130 of Lands of San Jacinto Land Association as shown by map on file in Book 8, Page 357 of Maps, Records of San Diego County, California; thence Southerly along the Easterly line of said Lot 129, a distance of 750.00 feet, more or less, to the true point of beginning.

Parcel B:

All of Farm Lot 133 of Lands of San Jacinto Land Association in the City of San Jacinto, County of Riverside, State of California, as per map recorded in Book 8, Page 357 of Maps, Records of San Diego County, California.