

**SOBOBA BAND OF LUISEÑO INDIANS
SETTLEMENT AGREEMENT**

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

ARTICLE 1- RECITALS

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

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

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

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

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

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

ARTICLE 2 - DEFINITIONS

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

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

- 2.2 "Action" means the Soboba Tribe's lawsuit against MWD styled Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California, United States District Court Case No. 00-04208 GAF (MANx) and includes MWD's third party claim against EMWD.
- 2.3 "AFA" means acre-foot of water per annum.
- 2.4 "Basin" means collectively the Canyon Sub-basin and the Intake portion of the Upper Pressure Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.
- 2.5 "Best Efforts" means that the Districts will take all commercially reasonable actions to fulfill the referenced contractual obligation.
- 2.6 "Canyon Sub-basin" means the groundwater basin as depicted on Exhibit B (map) and described in Exhibit C.
- 2.7 "Court" shall mean the Federal District Court for the Central District of California, Central Division, which has exercised jurisdiction over the Action.
- 2.8 "Decree Court" means the court with jurisdiction over the judgment and decree entered in accordance with this Settlement Agreement.
- 2.9 "Districts" means EMWD, LHMWD, and MWD.
- 2.10 "Effective Date" means the date on which the Secretary causes to be published in the Federal Register a statement of findings that the conditions in Section 3.1 have been fulfilled.
- 2.11 "EMWD" means the Eastern Municipal Water District.
- 2.12 "Groundwater" for the purposes of this Settlement Agreement means all water beneath the surface of the earth.
- 2.13 "Imported Water" means water sold by MWD to EMWD pursuant to Section 4.4 and is not intended to have the same meaning as the term "Imported Water" as used in MWD's Administrative Code.
- 2.14 "Intake Sub-basin" means the portion of the Upper Pressure groundwater Sub-basin as depicted on Exhibit B (map) and described in Exhibit C.
- 2.15 "LHMWD" means the Lake Hemet Municipal Water District.

2.16 "Local Districts" means EMWD and LHMWD.

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

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

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

2.20 "Reservation" means the Soboba Indian Reservation as depicted on Exhibit D (map), comprising approximately 5,935 acres, as established by Executive Order on June 19, 1883; thereafter expanded by Executive Orders on January 29, 1887, and December 29, 1891, the purchase of 709.65 acres known as "Tract 8" in 1911, the issuance of a trust patent for 68.9 acres in 1913, and the transfer of 880 acres pursuant to the Southern California Indian Land Transfer Act, Pub. L. No. 100-581, 102 Stat. 2946 (1988); and, thereafter modified by Executive Orders of March 22, 1886, and January 29, 1887, and the issuance of a fee patent for 32.84 acres in 1900. It does not include the 950 acres northwest of and contiguous to the Reservation known as the "Jones Ranch," purchased by the Soboba Tribe in fee on July 21, 2001, and placed into trust on January 13, 2003, nor the 535 acres southeast of and contiguous to the Reservation known as the "Horseshoe Grande," purchased by the Soboba Tribe in fee in seven separate transactions in June and December 2001, December 2004; June 2006 and January 2007, nor the 478 acres north of and contiguous to the Reservation known as "The Oaks," purchased by the Soboba Tribe in fee on April 4, 2004.

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

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

2.23 "Settlement Agreement" means this document including all exhibits, which are incorporated by reference, as amended to be consistent with the Act.

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONDITIONS PRECEDENT AND ENFORCEMENT

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

A. the Act has been enacted;

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

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

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

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

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

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

3.3 If all of the conditions listed in Section 3.1 have not been fulfilled by March 1, 2012, this Settlement Agreement shall be null and void, and any consideration, together with any income earned thereon, shall be returned to the depositing entity.

ARTICLE 4 - TRIBAL WATER RIGHTS

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

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

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

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

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

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

WMP shall conform to all applicable State water quality regulations. Nothing in this paragraph shall affect the water quality obligations assumed by Metropolitan for Imported Water set forth in Section 4.4.

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

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

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

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

4.4 Purchase of Imported Water [see definition of Imported Water in Section 2.13 of this Settlement Agreement]. In order to provide water to the Soboba Tribe and to reduce the overdraft of the Basin, EMWD and MWD agree to enter into a contract pursuant to which MWD will sell and EMWD on behalf of the WMP will purchase the Imported Water under the following terms:

A. Price. The Imported Water will be sold by MWD to EMWD at the then prevailing service rate charged by MWD for Untreated Replenishment Water, which rate is reflected in MWD's Administrative Code at section 4401(a)(2). As of the date this Settlement Agreement is signed by MWD, the service rate for such water is \$238 per acre foot. Changes in the rates charged for Imported Water shall be effective the same date that the new rates for Untreated Replenishment Water become applicable to MWD's member agencies. Should MWD ever discontinue the delivery of Untreated Replenishment Water, the service rate for water supplied pursuant to this contract shall initially be determined by taking the last published service rate for Untreated Replenishment Water and charged to EMWD under this contract. Thereafter, the rate for Imported Water would continue to be adjusted on the same percentage basis as MWD's service rate for the non-interruptible untreated water deliveries to its member agencies, which adjustments shall become effective on the same date that the new service rates become applicable to MWD's member agencies.

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

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

D. Water Quality. Water sold by MWD pursuant to this contract shall be of a quality

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

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

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

G. Recharge Facilities. The Local Districts, through the WMP, shall construct, operate, and maintain facilities for artificial Groundwater recharge and banking of the Imported Water. Said facilities shall be sufficient to accommodate a flow rate of 42 cubic feet per second and to store up to 40,000 acre feet of Imported Water in the Basin. MWD shall have a paramount right to use capacity in the Recharge Facilities sufficient to accommodate a flow rate of 42 cubic

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

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

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

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

I. Pre-Deliveries. MWD shall have complete discretion concerning use of the 40,000 acre feet of storage capacity for the pre-delivery of Imported Water, including the right not to use such capacity. As such, MWD makes no commitments to pre-deliver any amount of Imported Water.

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

4.6 Land Transfer.

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

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

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

4.7 Development Funds.

A. Local Districts. No later than 120 days after the Effective Date and before any funds are released to the Local Districts under Section 4.5, the Local Districts shall pay to the

Soboba Tribe the sum of \$7,000,000 plus interest at the average daily prime rate (as reported by the Wall Street Journal) plus two and one-quarter percent (2.25%) per annum from the Effective Date until paid. No later than 120 days after any funds are released to the Local Districts under Section 4.5, the Local Districts shall pay to the Soboba Tribe a sum equal in amount to the funds so released plus interest at the average daily prime rate (as reported by the Wall Street Journal) plus two and one-quarter percent (2.25%) per annum from the date of the release of such funds until paid. All sums paid to the Tribe by the Local Districts pursuant to this Section 4.7.A are determined to be non-trust funds and shall be managed by the Soboba Tribe in its sole discretion. The United States shall have no responsibility with respect to the funds provided to the Soboba Tribe pursuant to this paragraph.

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

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

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

4.8 Other Terms.

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

threaten or adversely affect the rights of the Soboba Tribe hereunder, and the Soboba Tribe and the United States reserve the right under the continuing jurisdiction of the Decree Court to litigate any such issue.

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

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

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

E. MWD shall not be joined in any legal proceeding to enforce the Tribal Water Right described in Sections 4.1 through 4.3 or which concerns the duties and obligations reflected at Section 4.8, paragraphs A through E, unless said proceeding relates to MWD's failure to perform its obligations to deliver water set forth in Section 4.4.

ARTICLE 5 - RELEASES AND WAIVERS

5.1 Soboba Tribe

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

(1) Past, present and future claims to Surface and Groundwater rights for the Reservation, arising from time immemorial through the Effective Date and anytime thereafter, except claims to enforce this Settlement Agreement or claims based on water rights acquired after the Effective Date;

(2) Past, present and future claims for injury of any kind arising from interference with Surface water and Groundwater resources and water rights of the Reservation, including, but not limited to, all claims for injury to the Soboba Tribe's use and enjoyment of the Reservation, economic development, religion, language, social structure and culture, and injury to the natural resources of the Reservation, from time immemorial through the Effective Date;

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

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

(5) Past, present and future claims for injury of any kind arising from, or in any way related to, the WMP as approved in accordance with this Settlement Agreement, from time immemorial through the Effective Date and anytime thereafter.

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

(1) Claims described in Section 5.1.A(1)-(5);

(2) Past, present and future claims for failure to acquire or develop water rights and water resources of the Reservation arising from time immemorial through the Effective Date and anytime thereafter;

(3) Past, present and future claims for failure to protect water rights and water

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

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

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

C. The releases contained in Section 5.1.B shall take effect on the date on which the all of the amounts under Sections 4.5 and 4.7.B are appropriated.

(1) All periods of limitation and time-based equitable defenses applicable to the claims set forth in Section 5.1.B are tolled for the period between the date of enactment of the Act until the date on which all of the amounts under Sections 4.5 and 4.7.B are appropriated.

(2) This Section 5.1.C neither revives any claim nor tolls any period of limitation or time-based equitable defense that may have expired before the date of enactment of the Act.

(3) The making of the amounts of appropriations under Sections 4.5 and 4.7.B shall constitute a complete defense to any claim which involves the claims set forth in Section 5.1.B pending in any court of the United States on the date on which the appropriations are made.

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

(1) The enforcement of this Settlement Agreement;

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

Tunnel seepage, and any challenge to approved portions of the WMP.

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

F. Notwithstanding the waivers and releases in Section 5.1.A, the United States retains all claims relating to violations of the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the regulations implementing these Acts, including, but not limited to claims related to water quality.

5.2 EMWD

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

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

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

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

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

- (1) As against all Parties, the enforcement of this Settlement Agreement;
- (2) As against all Parties, the infringement of any water rights arising under State law

acquired in the future by EMWD; and

- (3) As against MWD, the Terms of Annexation, except as expressly agreed to in

Section 5.2.B.

5.3 LHMWD

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

- (1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and
- (2) All past and present claims arising from, or in any way related to, interference with LHMWD's Surface and Groundwater rights under Federal or State law from time immemorial through Effective Date.

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

- (1) As against all Parties, the enforcement of this Settlement Agreement; and
- (2) As against all Parties, the infringement of any water rights arising under State law acquired in the future by LHMWD.

5.4 MWD

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

- (1) All past and present claims arising from or in any way related to the claims released by the Soboba Tribe and the United States solely in its capacity as trustee for the Soboba Tribe in Section 5.1.A and B, and all of their respective subparts; and
- (2) All past and present claims arising from, or in any way related to, interference with MWD's Surface and Groundwater rights under Federal or State law from time immemorial

through the Effective Date .

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

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

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

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

5.5 All Parties Release of Unknown Claims.

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

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

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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

5.6 Consent to Jurisdiction. The United States consents to jurisdiction in the Action for the purpose of obtaining approval for a judgment and decree substantially the same as the judgment and decree attached to this Settlement Agreement as Exhibit H.

A. Nothing in this Agreement restricts, enlarges, or otherwise determines the subject matter jurisdiction of any Federal, State, or Tribal court.

B. Nothing in this Agreement confers jurisdiction on any State court to enforce Federal environmental laws regarding the duties of the United States or conduct judicial review

of Federal agency action.

ARTICLE 6- ADMINISTRATION AND OTHER CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7- NOTICE AND SIGNATURES

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

To the Soboba Tribe:

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

To the United States of America:

Asst. Secretary for Indian Affairs
U.S. Department of the Interior
1849 C St. NW 4104 MIB
Washington, DC 20240-0001

Chief, U.S. Dept. of Justice
Indian Resources Section
P.O. Box 44378
L'Enfant Plaza Station
Washington, DC 20026-4378

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

To EMWD:

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

To LHMWD:

General Manager
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544

To MWD:

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

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

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

SOBOBA BAND OF LUISEÑO INDIANS

Date: March 12, 2008

By: Rosemary Morillo
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER
DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER
DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

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

SOBOBA BAND OF LUISEÑO INDIANS

Date: _____

By: _____
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: David J. Slawson
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date _____

By: _____
Jeffrey Kightlinger, General Manager

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

SOBOBA BAND OF LUISEÑO INDIANS

Date: _____

By: _____
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date: _____

By: _____
Jeffrey Kightlinger, General Manager

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

SOBOBA BAND OF LUISEÑO INDIANS

Date: _____

By: _____
Rosemary Morillo, Vice Chairwoman

THE UNITED STATES OF AMERICA

Date: _____

By: _____

THE EASTERN MUNICIPAL WATER DISTRICT

Date: _____

By: _____
David J. Slawson, President

THE LAKE HEMET MUNICIPAL WATER DISTRICT

Date: _____

By: _____
Frank Douglas Marshall III, President

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Date 3/11/08

By: _____
Jeffrey Kightlinger, General Manager

Exhibit A – Soboba Settlement Act

110th CONGRESS
1st Session
H. R. 4841

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseño Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

December 19, 2007

Mrs. BONO (for herself and Mr. LEWIS of California) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseño Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

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

SEC. 2. FINDINGS AND PURPOSES.

(a) Findings- The Congress finds the following:

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

(2) The Tribe's water rights have not been quantified, and the Tribe has asserted claims for interferences with the water resources of its Reservation, which the Tribe maintains have rendered much of the Tribe's Reservation useless for habitation, livestock, or Agriculture. On April 20, 2000, the Tribe filed a lawsuit against The Metropolitan Water District of

Southern California for interference with the Tribe's water resources and damages to its Reservation allegedly caused by Metropolitan's construction and operation of the San Jacinto Tunnel, which is part of the Colorado River Aqueduct. The lawsuit, styled Soboba Band of Luiseño Indians v. Metropolitan Water District of Southern California, No. 00-04208 GAF (MANx), is pending in the United States District Court for the Central District of California.

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

(4) After negotiations, which included participation by representatives of the Tribe, the United States on behalf of the Tribe, The Metropolitan Water District of Southern California, Eastern Municipal Water District, and Lake Hemet Municipal Water District, a Settlement Agreement has been developed to determine the Tribe's water rights, resolve all of its claims for interference with the water resources of, and damages to, its Reservation, provide for the construction of water projects to facilitate the exercise of the Tribe's rights, and resolve the lawsuit referenced in paragraph (2) of this section.

(5) The Settlement Agreement provides that--

(A) Eastern Municipal Water District and Lake Hemet Municipal Water District acknowledge and assure the Tribe's prior and paramount right, superior to all others, to pump 9,000 acre-feet of water annually from the San Jacinto River basin in accordance with the limitations and other conditions set forth in the Settlement Agreement;

(B) Eastern Municipal Water District and The Metropolitan Water District of Southern California will contract to supply water to Eastern Municipal Water District and Eastern Municipal Water District will use this water to recharge water supplies into the basin; and

(C) the three water districts will make substantial additional contributions to the settlement, including the conveyance of certain replacement lands and economic development funds to the Tribe, to carry out the Settlement Agreement's provisions.

(b) Purposes- The purposes of this Act are--

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

(2) to achieve a fair, equitable, and final settlement of all claims of the Soboba Band of Luiseño Indians, its members, and the United States on behalf of the Tribe and its members, to the water of the San Jacinto River basin;

(3) to authorize and direct the Secretary of the Interior to execute and perform all obligations of the Secretary under the Settlement Agreement; and

(4) to authorize the actions and appropriations necessary to meet obligations of the United States under the Settlement Agreement and this Act.

SEC. 3. DEFINITIONS.

In this Act:

- (1) **RESTORATION FUND**- The term 'Restoration Fund' means the San Jacinto Basin Restoration Fund established by section 6.
- (2) **DEVELOPMENT FUND**- The term 'Development Fund' means the Soboba Band of Luiseño Indians Water Development Fund established by section 7.
- (3) **RESERVATION**-
- (A) **IN GENERAL**- The term 'Reservation' means the Soboba Indian Reservation created by Executive Order dated June 19, 1883, and enlarged and modified as of the date of enactment of this Act by Executive Orders and an Act of Congress.
- (B) **EXCLUSIONS**- For the purposes of this Act, the term 'Reservation' does not include--
- (i) the 950 acres northwest of and contiguous to the Reservation known as the 'Jones Ranch', purchased by the Soboba Tribe in fee on July 21, 2001, and placed into trust on January 13, 2003;
- (ii) the 535 acres southeast of and contiguous to the Reservation known as the 'Horseshoe Grande', purchased by the Soboba Tribe in fee in seven separate transactions in June and December 2001, December 2004, June 2006, and January 2007; and
- (iii) the 478 acres north of and contiguous to the Reservation known as 'The Oaks', purchased by the Soboba Tribe in fee on April 4, 2004.
- (4) **SECRETARY**- The term 'Secretary' means the Secretary of the Interior or a designee of the Secretary.
- (5) **SETTLEMENT AGREEMENT**- The term 'Settlement Agreement' means that agreement dated June 7, 2006, as amended to be consistent with this Act, together with all exhibits thereto. The parties to the Settlement Agreement are the Soboba Band of Luiseño Indians and its members, the United States on behalf of the Tribe and its members, The Metropolitan Water District of Southern California, Eastern Municipal Water District, and Lake Hemet Municipal Water District.
- (6) **TRIBE, SOBOBA TRIBE, OR SOBOBA BAND OF LUISEÑO INDIANS**- The terms 'Tribe', 'Soboba Tribe', or 'Soboba Band of Luiseño Indians' means the body politic and federally recognized Indian tribe, and its members.
- (7) **WATER MANAGEMENT PLAN**- The term 'Water Management Plan' means the plan, approved by the Soboba Tribe and the Secretary,

developed pursuant to section 4.8, paragraph A of the Settlement Agreement to resolve the overdraft of the San Jacinto basin.

SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AUTHORIZATION.

- (a) In General- The United States hereby approves, ratifies, and confirms the Settlement Agreement, except to the extent it conflicts with the provisions of this Act.
- (b) Authorization- The Secretary is authorized and directed to execute, and take such other actions as are necessary to implement, the Settlement Agreement and any amendments approved by the parties necessary to make the Settlement Agreement consistent with this Act.

SEC. 5. AUTHORIZATION OF APPROPRIATIONS.

- (a) Restoration Fund- There is authorized to be appropriated to the San Jacinto Basin Restoration Fund established in section 6 of this Act the amount of \$5,000,000 for each of fiscal years 2009 and 2010 to pay or reimburse the costs associated with constructing, operating, and maintaining the portion of the basin recharge project that the United States is responsible for under the Settlement Agreement. These costs are described in section 4.5 of the Settlement Agreement and are necessary to accommodate deliveries of the supplemental imported water under section 4.4 of the Settlement Agreement.
- (b) Development Fund- There is authorized to be appropriated to the Soboba Band of Luiseño Indians Water Development Fund established in section 7 of this Act the amount of \$5,500,000 for each of fiscal years 2009 and 2010 to pay or reimburse costs associated with constructing, operating, and maintaining water and sewage infrastructure, and other water-related development projects.
- (c) Limitation- No funding of any construction, operation, maintenance, or replacement other than those funds authorized under subsections (a) and (b) shall be the responsibility of the Federal Government under the Settlement Agreement or this Act.

SEC. 6. RESTORATION FUND.

- (a) Establishment- There shall be established within the Treasury of the United States a non-interest bearing account to be known as the 'San Jacinto Basin Restoration Fund', consisting of the amounts authorized to be appropriated in section 5(a) of this Act.
- (b) Administration- The Restoration Fund shall be administered by the Secretary for the purposes set forth in subsection (d) of this section.
- (c) Availability- The funds authorized to be appropriated pursuant to section 5(a) of this Act shall be available for expenditure or withdrawal only after the effective date set forth in section 10(a).
- (d) Expenditures and Withdrawals-

(1) EXPENDITURE PLAN-

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

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

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

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

(4) LIABILITY- If Eastern Municipal Water District, on behalf of the Water Management Plan, exercises the right to expend or be reimbursed monies from the Restoration Fund, neither the Secretary nor the Secretary of the Treasury shall have any liability for the expenditure or reimbursement.

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

SEC. 7. DEVELOPMENT FUND.

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

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

(c) Investment- The Secretary shall invest amounts in the Development Fund in accordance with--

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

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

(3) subsection (b) of this section.

(d) Availability- The funds authorized to be appropriated pursuant to section 5(b) of this Act shall be available for expenditure or withdrawal only after the effective date set forth in section 10(a).

(e) Expenditures and Withdrawals-

(1) **TRIBAL MANAGEMENT PLAN-**

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

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

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

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

(2) **EXPENDITURE PLAN-**

(A) **IN GENERAL-** The Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the amounts made available under section 5(b) that the Tribe does not withdraw under this subsection.

(B) **DESCRIPTION-** The expenditure plan shall describe the manner in which, and the purposes for which, amounts of the Tribe remaining in the Funds will be used.

(C) **APPROVAL-** On receipt of an expenditure plan under subparagraph (A), the Secretary shall approve the plan if the Secretary determines that the plan is reasonable and consistent with this Act and the Agreement.

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

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

SEC. 8. WAIVERS AND RELEASES.

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

(1) past, present, and future claims to surface water and groundwater rights for the Reservation arising from time immemorial through the

effective date described in section 10 of this Act and anytime thereafter, except claims to enforce the Settlement Agreement or claims based on water rights acquired after the effective date described in section 10 of this Act;

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

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

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

(5) past, present, and future claims for injury of any kind arising from, or in any way related to, the Water Management Plan as approved in accordance with the Settlement Agreement, from time immemorial through the effective date described in section 10 of this Act and anytime thereafter.

(b) Tribal Waivers Against the United States-

(1) IN GENERAL- The Tribe is authorized, as part of the performance of its obligations under the Settlement Agreement, to execute a waiver and release for claims against the United States (acting in its capacity as trustee for the Tribe or its members, or otherwise acting on behalf of the Tribe or its members), including any agencies, officials, or employees thereof, for any and all--

(A) claims described in subsection (a) of this section;

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

(C) past, present, and future claims for failure to protect water rights and water resources of the Reservation arising from time immemorial through the effective date described in section 10 of this Act, and any past, present, and future claims for any continuing failure to protect water rights and water resources of the

Reservation, arising from time immemorial through the effective date described in section 10 of this Act and, to the extent that such continuing failure to protect began before the effective date described in section 10 of this Act, anytime thereafter;

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

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

(2) EFFECTIVENESS OF WAIVERS AGAINST THE UNITED STATES-

(A) IN GENERAL- The waiver and release contained in this subsection shall take effect on the date on which all of the amounts authorized under sections 5(a) and 5(b) are appropriated.

(B) PERIODS OF LIMITATION; EQUITABLE CLAIMS-

(i) IN GENERAL- All periods of limitation and time-based equitable defenses applicable to the claims set forth in paragraph (1) are tolled for the period between the date of enactment of this Act until the date on which the amounts authorized under sections 5(a) and 5(b) are appropriated.

(ii) EFFECT OF SUBPARAGRAPH- This subparagraph neither revives any claim nor tolls any period of limitation or time-based equitable defense that may have expired before the date of enactment of this Act.

(C) DEFENSE- The making of the amounts of appropriations authorized under sections 5(a) and 5(b) shall constitute a complete defense to any claim which involves the claims set forth in paragraph (b)(1) pending in any court of the United States on the date on which the appropriations are made.

SEC. 9. MISCELLANEOUS PROVISIONS.

(a) Jurisdiction-

(1) NO EFFECT ON SUBJECT MATTER JURISDICTION- Nothing in the Agreement or this Act restricts, enlarges, or otherwise determines the subject matter jurisdiction of any Federal, State, or Tribal court.

(2) JUDGMENT AND DECREE- The United States consents to jurisdiction in the United States District Court for the Central District of California case known as Soboba Band of Luisefio Indians v. Metropolitan Water District of Southern California, No. 00-04208 for the purpose of obtaining approval for a judgment and decree substantially the same as the judgment and decree attached to the Settlement Agreement as exhibit H.

(3) EFFECT OF SUBSECTION- Nothing in this subsection confers jurisdiction on any State court to--

- (A) enforce Federal environmental laws regarding the duties of the United States; or
- (B) conduct judicial review of Federal agency action.

(b) Use of Water-

(1) TRIBAL USE- With respect to water rights made available under the Settlement Agreement--

- (A) the Tribe may use water made available to it under the Settlement Agreement for any use it deems advisable on the Reservation and on any other lands it owns or may acquire, in fee or in trust, contiguous to the Reservation or within the area of the groundwater basin described in section 2.4 of the Settlement Agreement;
- (B) such water rights shall be held in trust by the United States in perpetuity, and shall not be subject to forfeiture or abandonment; and
- (C) State law shall not apply to the Tribe's use of water made available to it under the Settlement Agreement.

(2) NON-TRIBAL USE-

(A) CONTRACTS AND OPTIONS- Subject to the limitations in subparagraph (B), the Tribe may enter into contracts and options to lease or contracts and options to exchange water made available to it under the Settlement Agreement, or enter into contracts and options to postpone existing water uses or postpone undertaking new or expanded water uses.

(B) LIMITATIONS ON NON-TRIBAL USE-

(i) CONSISTENCY WITH WATER MANAGEMENT PLAN- Any water made available under subparagraph (A) shall only be used by participants in, or other users within the area of, the Water Management Plan described in section 2.32 of the Settlement Agreement.

(ii) PROHIBITION ON PERMANENT ALIENATION- No contract under subparagraph (A) shall be for a term exceeding one hundred years, nor shall any contract under subparagraph (A) provide for permanent alienation of any portion of the water rights made available under the Settlement Agreement.

(C) LIABILITY- The Secretary shall not be liable to any party, including the Tribe, for any term of, or any loss or other detriment resulting from, a lease or contract entered into pursuant to this subparagraph.

(c) Retention of Rights-

(1) In the event the waivers and releases set out in section 8 of this Act do not become effective pursuant to section 10(a) of this Act, the Soboba Tribe and the United States shall retain the right to assert all rights and

claims enumerated in section 8, and any claims or defenses of the parties to the Settlement Agreement shall also be retained.

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

(3) Notwithstanding the waivers and releases set forth in section 8(a), the United States retains all claims relating to violations of the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the regulations implementing these Acts, including, but not limited to claims related to water quality.

(d) Precedent- Nothing in this Act establishes any standard for the quantification or litigation of Federal reserved water rights or any other Indian water claims of any other Indian tribes in any other judicial or administrative proceeding.

(e) Other Indian Tribes- Nothing in the Settlement Agreement or this Act shall be construed in any way to quantify or otherwise adversely affect the water rights, claims, or entitlements to water of any Indian tribe, band, or community, other than the Soboba Tribe.

(f) Environmental Compliance-

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

(2) The Secretary is directed to carry out all environmental compliance required by Federal law in implementing the Agreement.

SEC. 10. EFFECTIVE DATE.

(a) In General- The waivers and releases authorized in subsection (a) of section 8 of this Act shall become effective as of the date the Secretary causes to be published in the Federal Register a statement of findings that--

(1) this Act has been enacted;

(2) to the extent that the Settlement Agreement conflicts with this Act, the Settlement Agreement has been revised to conform with the Act;

(3) the Settlement Agreement, revised as necessary, and the waivers and releases described in article 5 of the Settlement Agreement and section 8(a) of this Act have been executed by the parties and the Secretary;

(4) warranty deeds for the property to be conveyed to the Tribe described in section 4.6 of the Settlement Agreement have been placed in escrow;

(5) the Tribe and the Secretary have approved the Water Management Plan; and

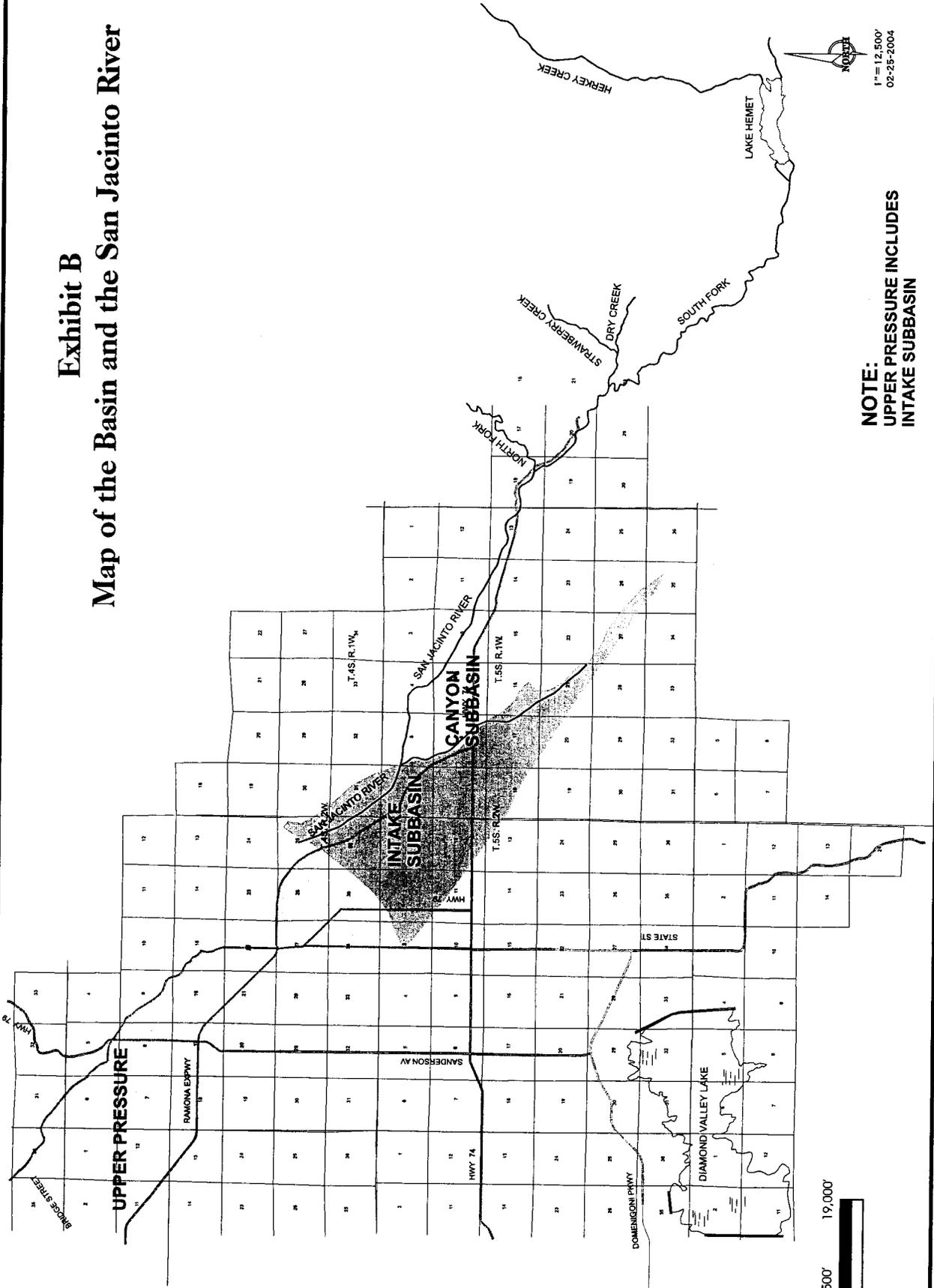
(6) the judgment and decree attached to the Settlement Agreement as exhibit H or a judgment and decree substantially the same as exhibit H has been approved by the United States District Court, Eastern Division of the Central District of California, and that judgment and decree has become final and nonappealable.

(b) Deadline for Effective Date- If the conditions precedent required under subsection (a) of this section have not been fulfilled by March 1, 2012, the

Settlement Agreement and this Act shall not thereafter be effective and shall be null and void, and any funds and the interest accrued thereon appropriated pursuant to section 5 shall revert to the general fund of the United States Treasury.

Exhibit B

Map of the Basin and the San Jacinto River



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

NOTE:
UPPER PRESSURE INCLUDES
INTAKE SUBBASIN



Exhibit C - Description of Basin

Exhibit C – Description of the Basin

Legal Description for Canyon Sub-basin

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

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

Exhibit C – Description of the Basin

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

Exhibit C – Description of the Basin

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

Exhibit C – Description of the Basin

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

Exhibit C – Description of the Basin

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

Exhibit C – Description of the Basin

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

Exhibit C – Description of the Basin

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

Exhibit D - Map of the Soboba Reservation

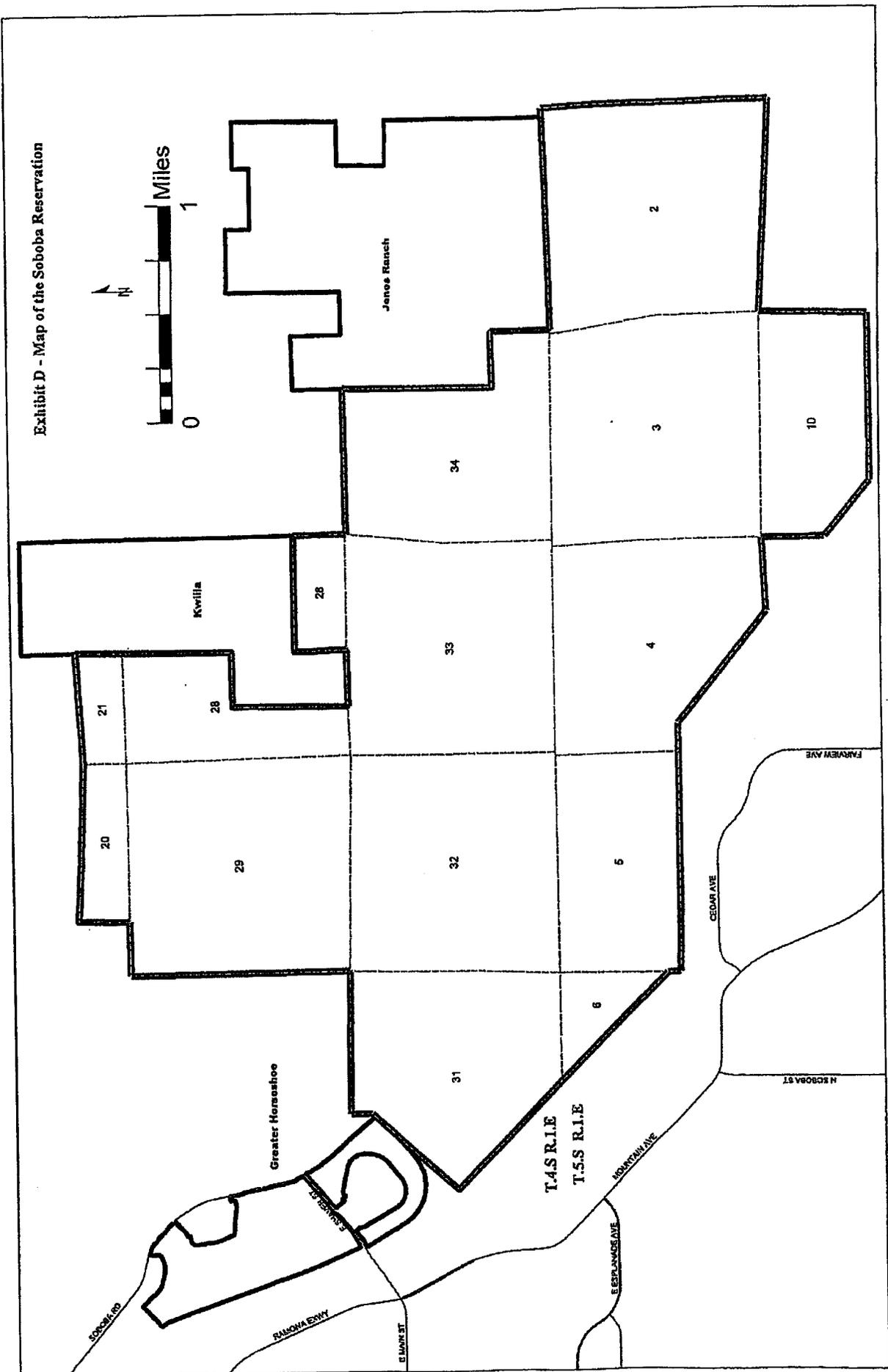


Exhibit E – Principles for Water Management

PRINCIPLES FOR WATER MANAGEMENT

1. Water Management Plan. These Principles, approved by the appropriate authority of each party, are intended to form the basis from which the parties will develop a Water Management Plan (“Management Plan”) for the area described in Section 2. The Management Plan is being developed to ensure an adequate and reliable source of future water supply. The Management Plan is also intended to facilitate and accommodate a settlement of the claims of the Soboba Band of Luiseno Indians (“Soboba Tribe”).

2. Management Area. The area included in the Management Plan consists of the Canyon Sub-basin and the San Jacinto Upper Pressure Sub-basin, downstream to Bridge Street, and the Hemet Basins (“Management Area”). The Management Area is shown upon the attached map.

3. Pumpers within the Management Area. The primary pumpers within the Management Area are: Eastern Municipal Water District (“Eastern”), Lake Hemet Municipal Water District (“Lake Hemet”), City of San Jacinto (“San Jacinto”), and City of Hemet (“Hemet”) (individually

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

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

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

5. Public Agencies Base Production Rights.

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

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

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

- (1) A 10% reduction from the base production rights in the first year of the Management Plan; and
- (2) Until base production rights are consistent with the Public Agencies' share of safe yield, Watermaster shall determine the reductions in base production rights in each subsequent year of the Management Plan, to achieve this goal within 6 years of approval of the Management Plan. Each reduction shall not be more than 10% of the base production right of the prior year.
- (3) Pursuant to Section 7(A)(2)(b), upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall receive an increase in its base production rights equal to the adjusted base production right of the Class B Participant.

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

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

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

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

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

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

Exhibit E – Principles for Water Management

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

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

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

- C. Later recovery of stored water shall exclude losses; and
- D. Such recovered water may be used anywhere within the service area of the party.

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

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

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

Exhibit E – Principles for Water Management

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

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

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

Exhibit E – Principles for Water Management

However, any water exported shall be replenished with an appropriate amount of similar or better quality water as determined by Watermaster. Also, water exports by the Public Agencies shall not interfere with the Management Plan or any other Public Agency's operations. The Management Plan will set forth the specific criteria for the export of water, including, but not limited to, conjunctive use programs.

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

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

Exhibit E – Principles for Water Management

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

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

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

Dated: _____, 2004.

EASTERN MUNICIPAL WATER
DISTRICT

By: _____

Exhibit E – Principles for Water Management

Dated: _____, 2004.

LAKE HEMET MUNICIPAL WATER
DISTRICT

By: _____

Dated: _____, 2004.

CITY OF HEMET

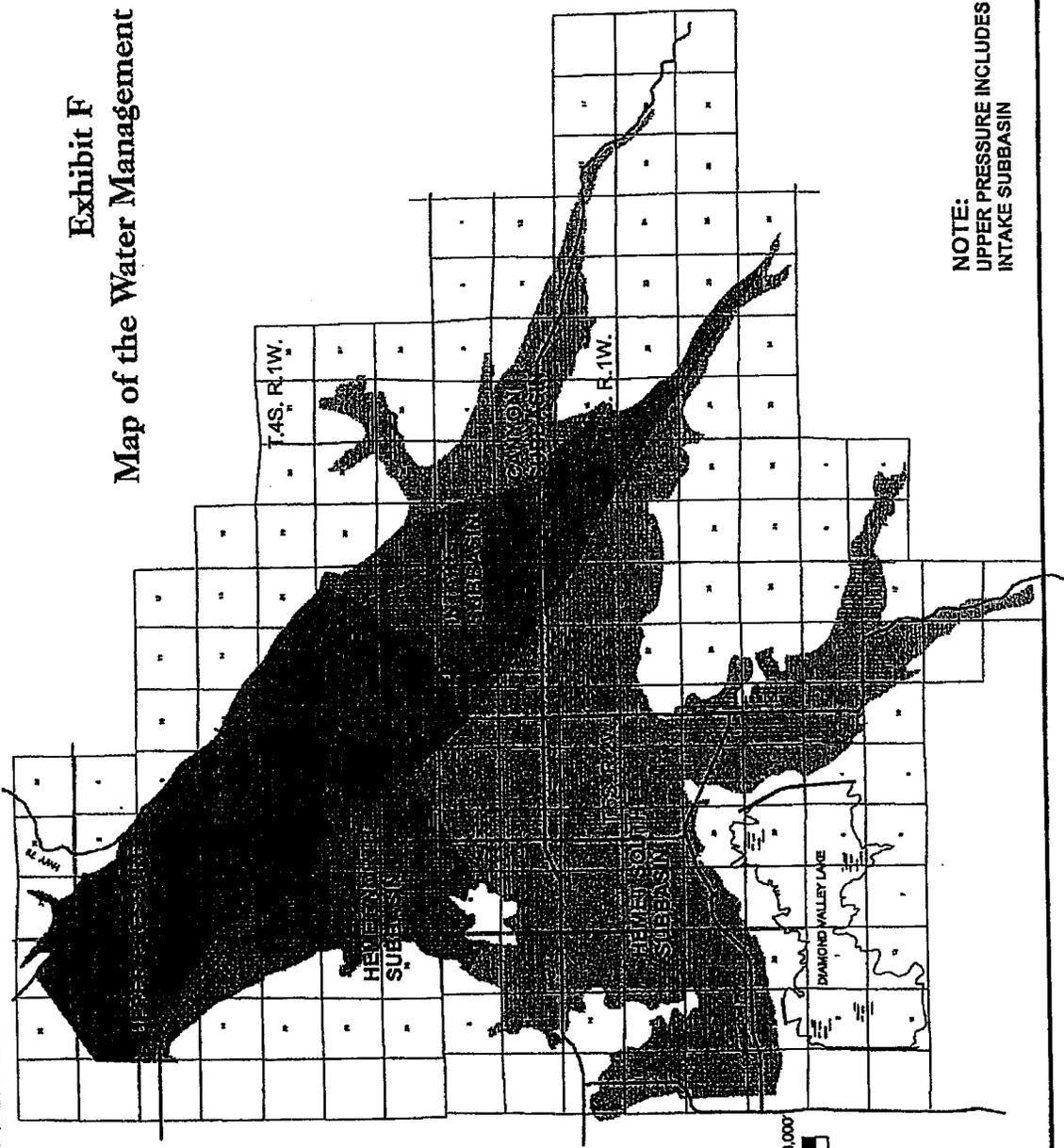
By: _____

Dated: _____, 2004.

CITY OF SAN JACINTO

By: _____

Exhibit F
Map of the Water Management Plan Area



NOTE:
UPPER PRESSURE INCLUDES
INTAKE SUBBASIN

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

Exhibit G – Description of the Water Management Plan Area

Water Management Plan Area

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

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

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

Exhibit G -- Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G -- Description of the Water Management Plan Area

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

Exhibit G -- Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G -- Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Exhibit G – Description of the Water Management Plan Area

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

Perimeter: 551741.8300

Area: 2495992473.0343 57300.1027 acres
Mapcheck Closure - (Uses listed courses & COGO Units)
Error of Closure: 0.02737 Thence South 68-46-44 W
Precision 1: 20161685.12

Exhibit H – Judgment and Decree

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

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

Defendants,

v.

EASTERN MUNICIPAL WATER
DISTRICT, a California water
district,

Third-Party Defendant.

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

STIPULATED JUDGMENT

JUDGMENT AND DECREE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24
25
26 Dated: _____, 200_

United States District Court Judge

27
28

Exhibit I – Soboba Tribe’s Water Development Schedule

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

Exhibit J – Description of EMWD Property

Parcel 1:

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

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

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

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

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

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

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

Parcel 2:

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

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

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

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

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

Exhibit K - Description of MWD Property

DRAFT

EXHIBIT A

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

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

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

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

Containing 21.718 acres, more or less.

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

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION

DRAFT

Date _____

DRAFT

EXHIBIT B

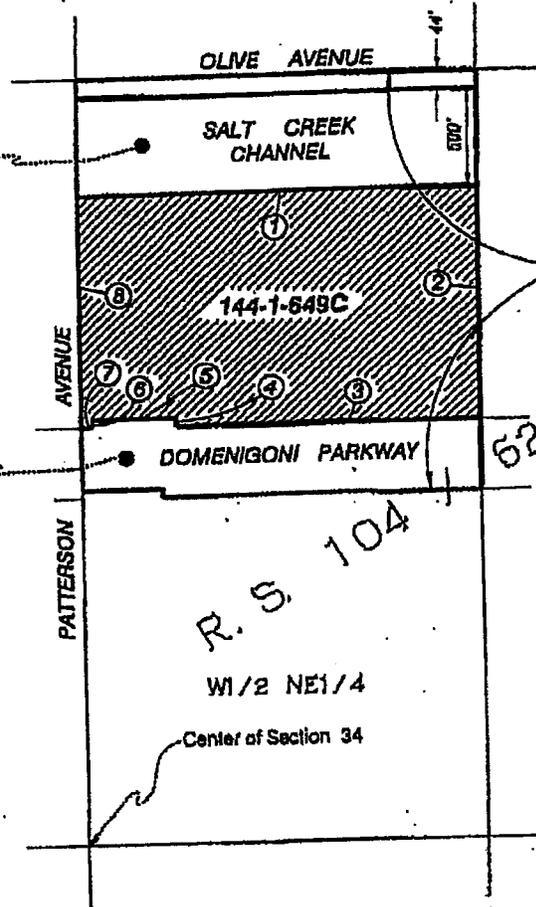
W1/2NE1/4, SEC. 34, T5S, R2W, SBM,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

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

144-1-649B
GRANT DEED
TO COUNTY OF RIVERSIDE
O.R. DOC. # 1999-463789, 10-21-1999

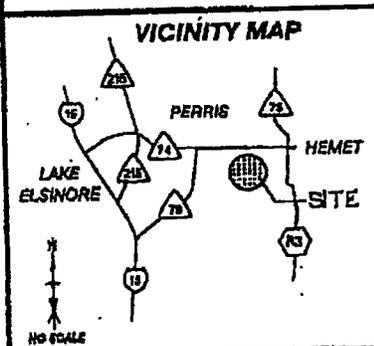
144-1-649
MWD FEE PARCEL
O.R. INST. # 149322
4-26-1996



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

LEGEND

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



PREPARED UNDER
MY SUPERVISION

DRAFT

DATE _____

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

DIAMOND VALLEY LAKE PROJECT

GRANT DEED

MWD

TO

THE SOBOBA BAND OF LUISENO INDIANS

144-1-649C

Exhibit L – Description of LHMWD Property

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

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

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

