

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

CASE TITLE: San Timoteo Watershed Management
Authority v. City of Banning

Department 5

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

CASE NO.: RIC389197

MAR 14 2019

DATE: March 14, 2019

S. Salazar

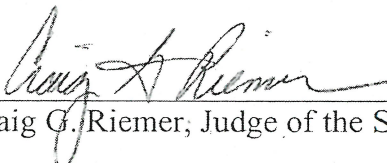
PROCEEDING: Order to Beaumont Basin Watermaster to Serve Order to Show Cause

On February 25, 2019, the Court instructed counsel for the Beaumont Basin Watermaster to either bring a noticed motion to amend the judgment to cure the clerical errors, or else “to simply draft an Order to Show Cause that [the Court] will sign, directed to all the parties, as to why the judgment should not be corrected to change the errors” Counsel promised to “submit an OSC” When the Court asked how long it would be before the Court would have the proposed OSC in its hand, counsel promised to do so “before the end of [that] week.” The end of that week would have been March 1, 2019.

Counsel did not do so. No proposed Order to Show Cause was ever submitted to this Court for its signature. Instead, on March 13, 2019, counsel delivered a document entitled “Notice of Order to Show Cause regarding Why the Attached Amendment of Judgment Should Not Be Granted,” representing that the return date on the purported OSC was March 11, 2019. In fact, the Court had not issued an order to show cause, had not set any return date, and had not either scheduled or conducted a hearing on that or any other date.

Counsel for the Beaumont Basin Watermaster is instructed as follows:

1. Counsel shall revise the proposed amended judgment by adding an introductory provision on page 2, line 7, as follows: “To correct a clerical error at what is now page 6, line 5, and to correct the inadvertent omission of Exhibit E, the Court enters this Amended Judgment nunc pro tunc to February 4, 2004.”
2. Counsel shall serve the attached Order to Show Cause, together with a complete copy of the proposed amended judgment as revised, on all parties no later than March 22, 2019.
3. Counsel shall file proof of service no later than March 29, 2019.


Craig G. Riemer, Judge of the Superior Court

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**EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103**

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7 Attorneys for Defendant
Beaumont Basin Watermaster

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**
11 **CENTRAL DISTRICT**

12 SAN TIMOTEO WATERSHED MANAGEMENT
AUTHORITY, a public agency

CASE NO.: RIC 389197

JUDGE: Craig G. Riemer
DEPT: 5

13 Plaintiff,

14 vs

**AMENDED JUDGMENT PURSUANT TO
STIPULATION ADJUDICATING
GROUNDWATER RIGHTS IN THE
BEAUMONT BASIN**

15 CITY OF BANNING, a municipal corporation;
16 BEAUMONT-CHERRY VALLEY WATER
DISTRICT, an irrigation district; YUCAIPA
17 VALLEY WATER DISTRICT, a county water
district; PLANTATION ON THE LAKE LLC, a
California limited liability company; SHARONDALE
18 MESA OWNERS ASSOCIATION; an
unincorporated association; SOUTH MESA
19 MUTUAL WATER COMPANY, a mutual water
company, CALIFORNIA OAK VALLEY GOLF
20 AND RESORT LLC, a California limited liability
company; OAK VALLEY PARTNERS LP, a Texas
21 limited partnership; SOUTHERN CALIFORNIA
SECTION OF THE PROFESSIONAL GOLFERS
22 ASSOCIATION OF AMERICA, a California
corporation; SUNNY-CAL EGG AND POULTRY
23 COMPANY, a California corporation; MANHEIM,
MANHEIM & BERMAN, a California General
24 Partnership; WALTER M. BECKMAN, individually
and as Trustee of the BECKMAN FAMILY TRUST
25 dated December 11, 1990; THE ROMAN
CATHOLIC BISHOP OF SAN BERNARDINO, a
26 California

Corporation; MERLIN PROPERTIES, LLC;
LEONARD M. STEARNS AND DOROTHY D.
STEARNS, individually and as Trustees of the
LEONARD M. STEARNS FAMILY TRUST OF
1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

To correct a clerical error at what is now page 6, line 5, and to correct the inadvertent omission of Exhibit E, the Court enters this Amended Judgment nunc pro tunc to February 4, 2004.

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

1 D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such
2 share expressed as a percentage as shown on Exhibit "C"

3 E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries
4 shown on Exhibit "A" attached hereto.

5 F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

6 G. Groundwater: water beneath the surface of the ground within the zone below the
7 water table in which soil is saturated with water.

8 H. Groundwater Basin: an area underlain by one or more permeable formations capable
9 of furnishing a substantial water supply.

10 I. Groundwater Storage Agreement: a standard form of written agreement between the
11 Watermaster and any Person requesting the storage of Supplemental Water.

12 J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is
13 not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water
14 and Conjunctive Use.

15 K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater
16 from the Beaumont Basin per year.

17 L. New Yield: increases in yield in quantities greater than historical amounts from
18 sources of supply including, but not limited to, capture of available storm flow, by means of
19 projects constructed after February 20, 2003, as determined by the Watermaster.

20 M. Operating Yield: the maximum quantity of water which can be produced annually
21 by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water
22 plus Temporary Surplus.

23 N. Overdraft: a condition wherein the total annual production from a Groundwater
24 Basin exceeds the Safe Yield thereof.

25 O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which
26 overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom.
27 Overlying Parties include successors in interest and assignees.
28

1 P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of
2 Exhibit "B" to this Judgment.

3 Q. Overproduction: by an Appropriator, measured by an amount equal to the
4 Appropriator's actual annual production minus the Appropriator's Production Right. By a new
5 overlying producer, an amount equal to what the overlying producer pumped during the year.

6 R. Party (Parties): any Person(s) named in this action, or who has intervened, or has
7 become subject to this Judgment either through stipulation, trial or otherwise.

8 S. Person: any individual, partnership, association, corporation, governmental entity or
9 agency, or other organization.

10 T. Physical Solution: the physical solution set forth in Part V of this Judgment.
11 Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

12 U. Producer or Pumper: any Person who extracts groundwater.

13 V. Recycled Water: has the meaning provided in Water Code Section 13050(n) and
14 includes other nonpotable water for purposes of this Judgment.

15 W. Safe Yield: the maximum quantity of water which can be produced annually from a
16 Groundwater Basin under a given set of conditions without causing a gradual lowering of the
17 groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the
18 Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this
19 Judgment.

20 X. San Timoteo Watershed Management Authority: a joint powers public agency
21 whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South
22 Mesa Mutual Water Company and the Yucaipa Valley Water District.

23 Y. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to
24 Groundwater Storage Agreement with the Watermaster.

25 Z. Supplemental Water: water imported into the Beaumont Basin from outside the
26 Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary
27 to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.
28

1 AA. Temporary Surplus: the amount of groundwater that can be pumped
2 annually in excess of Safe Yield from a Groundwater Basin necessary to create enough
3 additional storage capacity to prevent the waste of water.

4 BB. Watermaster: the Person appointed by the Court to administer and
5 enforce the Physical Solution.

6 4. List of Exhibits

7 The following exhibits are attached to this Judgment and made a part hereof:

8 Exhibit "A" - - "Location Map of Beaumont Basin"

9 Exhibit "B" - - "Overlying Owners and Their Water Rights"

10 Exhibit "C" - - "Appropriators and Their Water Rights"

11 Exhibit "D" - - "Legal Description of Lands of the Overlying Parties"

12 Exhibit "E" - - "Location of Overlying Producer Parcels" and Boundary of the Beaumont
13 Basin"

14 **II. INJUNCTIONS**

15 1. Injunction Against Unauthorized Production of Beaumont Basin Water

16 Each party herein is enjoined, as follows:

17 A. Overlying Parties: Each defendant who is an Overlying Party, and its officers,
18 agents, employees, successors and assigns, is hereby enjoined and restrained from producing
19 groundwater from the Beaumont Basin in any five-year period hereafter in excess of five
20 times the share of the Safe Yield assigned to the Overlying Parties as set forth in Column 4 of
21 Exhibit "B", as more fully described in the Physical Solution.

22 B. Appropriator Parties: Each defendant who is an Appropriator Party, and its
23 officers, agents, employees, successors and assigns, is hereby enjoined and restrained from
24 producing groundwater from the Beaumont Basin in any year hereafter in excess of such
25 party's Appropriator's Production Right, except as additional annual Production may be
26 authorized by the provisions of the Physical Solution.

27 2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water.

28 Each and every Party, and its officers, agents, employees, successors and assigns, is hereby
enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or
causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater

Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8650 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

1 C. When an overlying Party receives water service as provided for in subparagraph
2 III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water
3 Right earmarked by the Appropriator Party. The Appropriator Party providing such service
4 shall have the right to produce the volume of water foregone by the Overlying Party, in
5 addition to other rights otherwise allocated to the Appropriator Party.

6 D. Should the volume of the Overlying Water Right equal or exceed the volume of
7 potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party
8 which will serve the Overlying Party shall (i) impose potable water charges and assessments
9 upon the Overlying Party and its successors in interest at the rates charged to the then-
10 existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying
11 Party any development charge that may be related to the importation of water into the
12 Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to
13 Subparagraph 111.3.5 shall also consider, and negotiate in good faith regarding, the provision
14 of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist
15 on the property to be served.

16 E. In the event an Overlying Party receives Recycled Water from an Appropriator
17 Party to serve an overlying use served with groundwater, the Overlying Water Right of the
18 Overlying Party shall not be diminished by the receipt and use of such Recycled Water.
19 Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the
20 criteria set forth in the California Water Code including, without limitation, the criteria set
21 forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the
22 Recycled Water shall have the right to use that portion of the Overlying Water Right of the
23 Overlying Party offset by the provision of Recycled Water service pursuant to the terms of
24 this subparagraph; provided, however, that such right of use by the Appropriator Party shall
25 no longer be valid if the Recycled Water, provided by the Appropriator Party to the
26 Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the
27 Overlying Party ceases taking delivery of such Recycled Water.
28

1 F. Nothing in this Judgment is intended to impair or adversely affect the ability of an
2 Overlying Party to enter into annexation or development agreements with any Appropriator
3 Party.

4 G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to
5 Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990,
6 and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and
7 318 are collectively referred to as the "Specific Plans"). The future water supply needs at
8 build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum
9 Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre
10 feet per year. Oak Valley has annexed the portion of its property now within the City of
11 Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in the
12 process of annexing the remainder portion of its property into the Yucaipa Valley Water
13 District ("YVWD"), in order to obtain retail water service for the development of the Oak
14 Valley Property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD
15 and YVWD are collectively referred to as the "Water Districts", and individually as a "Water
16 District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak
17 Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and
18 assigns, hereby agrees, by this stipulation and upon final annexation of its property by
19 YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the
20 Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration
21 for the forbearance, the Water Districts agree to amend their respective Urban Water
22 Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per
23 year of projected water demand shall be included for the portion of Oak Valley to be served
24 by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of
25 projected water demand as a projected demand for the portion of Oak Valley to be served by
26 YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to
27 accurately revise this estimate to reflect the projected water demands for the UWMP
28 prepared in 2010. Furthermore, the Water Districts further agree that, in providing water

1 availability assessments prior to 2010, as required by Water Code §10910 and water supply
2 verifications as required by Government Code §§66455.3 and 66473.7, or any similar statute,
3 and in maintaining their respective UWMP, each shall consider the foregoing respective
4 projected water demand figures for Oak Valley as proposed water demands. The intent of the
5 foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its
6 overlying water rights and is fully accounted for in each Water District's UWMP and overall
7 water planning. The Water Districts' actions in performance of the foregoing planning
8 obligations shall not create any right or entitlement to, or priority or allocation in, any
9 particular water supply source, capacity or facility, or any right to receive water service other
10 than by satisfying the applicable Water District's reasonable requirements relating to
11 application for service. Nothing in this subparagraph G is intended to affect or impair the
12 provision of earmarked water to Overlying Parties who request and obtain water service from
13 Appropriator Parties, as set forth in subparagraph III.3.B, above.

14 H. Persons who would otherwise qualify as Overlying Producers based on, an
15 interest in land lying within the City of Banning's service area shall not have the rights
16 described in this Paragraph 111.3.

17 4. Exemption for Minimal Producers

18 Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of
19 this Judgment.

20 **IV. CONTINUING JURISDICTION**

21 Full jurisdiction, power and authority is retained and reserved to the Court for purposes of
22 enabling the Court, upon application of any Party, by a motion noticed for at least a 30-day period (or
23 consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or
24 supplemental order or directions as may be necessary or appropriate for interim operation of the
25 Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or
26 carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or
27 to add to the provisions hereof consistent with the rights herein decreed; except that the Court's
28

jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental water.

2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their

1 Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the
2 replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the
3 Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years,
4 or the share of Operating Yield Right of each Appropriator Party, each such Party shall provide funds to
5 enable the Watermaster to replace such Overproduction.

6 5. Use of Available Groundwater Storage Capacity

7 A. There exists in the Beaumont Basin a substantial amount of available
8 Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and
9 Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing
10 Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right
11 to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

12 B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of
13 Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be
14 reduced as necessary to prevent injury to existing water rights or existing uses of water within the
15 Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the
16 Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no
17 such use shall be made except pursuant to a written Groundwater Storage Agreement with the
18 Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and
19 preference for Producers within the Beaumont Basin over storage for export. The Watermaster
20 may, from time-to-time, redetermine the available Groundwater Storage Capacity.

21 **VI. ADMINISTRATION**

22 1. Administration and Enforcement by Watermaster

23 The Watermaster shall administer and enforce the provisions of this Judgment and any
24 subsequent order or instructions of the Court.

25 2. Watermaster Control

26 The Watermaster is hereby granted discretionary powers to develop and implement a
27 groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and
28 shall be subject to review and approval by, the Court, and which may include water quantity and quality

1 considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying
2 Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the
3 provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the
4 storage of Supplemental Water, shall be subject to procedures established and administered by the
5 Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

6 3. Watermaster Standard of Performance

7 The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial
8 manner without favor or prejudice to any Party or purpose of use.

9 4. Watermaster Appointment

10 The Watermaster shall consist of a committee composed of persons nominated by the City of
11 Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual
12 Water Company and the Yucaipa Valley Water District, each of which shall have the right to nominate
13 one representative to the Watermaster committee who shall be an employee of or consultant to the
14 nominating agency. Each such nomination shall be made in writing, served upon the other parties to this
15 Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster
16 representative shall serve until a replacement nominee is approved by the Court. The nominating agency
17 shall have the right to nominate that representative's successor.

18 5. Powers and Duties of the Watermaster

19 Subject to the continuing supervision and control of the Court, the Watermaster shall have and
20 may exercise the following express powers, and shall perform the following duties, together with any
21 specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered
22 or authorized by the Court in the exercise of its continuing jurisdiction:

23 A. Rules and Regulations: The adoption of appropriate rules and regulations for the
24 conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

25 B. Wellhead Protection and Recharge: The identification and management of
26 wellhead protection areas and recharge areas.

27 C. Well Abandonment: The administration of a well abandonment and well
28 destruction program.

- 1 D. Well Construction: The development of minimum well construction
2 specifications and the permitting of new wells.
- 3 E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.
- 4 F. Replenishment: The acquisition and recharge of Supplemental Water.
- 5 G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and
6 water quality.
- 7 H. Conjunctive Use: The development and management of conjunctive-use
8 programs.
- 9 I. Local Projects: The coordination of construction and operation, by local agencies,
10 of recharge, storage, conservation, water recycling, extraction projects and any water
11 resource management activity within or impacting the Beaumont Basin.
- 12 J. Land Use Plans: The review of land use plans and coordination with land use
13 planning agencies to mitigate or eliminate activities that create a reasonable risk of
14 groundwater contamination.
- 15 K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real
16 and personal property, including facilities and equipment.
- 17 L. Employment of Experts and Agents: The employment or retention of such
18 technical, clerical, administrative, engineering, accounting, legal or other specialized
19 personnel and consultants as may be deemed appropriate. The Watermaster shall maintain
20 records allocating the cost of such services as well as all other expenses of Watermaster
21 administration.
- 22 M. Measuring Devices: Except as otherwise provided by agreement the Watermaster
23 shall install and maintain in good operating condition, at the cost of the Watermaster, such
24 necessary measuring devices or meters as Watermaster may deem appropriate. Such devices
25 shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof
26 borne by the Watermaster. Meter repair and retesting will be a Producer expense.
- 27 N. Assessments: The Watermaster is empowered to levy and collect the following
28 assessments:

1 (1) Annual Replenishment Assessments

2 The Watermaster shall levy and collect assessments in each year, in amounts
3 sufficient to purchase replenishment water to replace Overproduction by any Party.

4 (2) Annual Administrative Assessments

5 a. Watermaster Expenses: The expenses of administration of the Physical
6 Solution shall be categorized as either "General Watermaster Administration Expenses", or
7 "Special Project Expenses".

8 i. General Watermaster Administration

9 Expenses: shall include office rent, labor, supplies, office equipment,
10 incidental expenses and general overhead. General Watermaster
11 Administration Expenses shall be assessed by the Watermaster equally
12 against the Appropriators who have appointed representatives to the
13 Watermaster.

14 ii. Special Project Expenses: shall include special

15 engineering, economic or other studies, litigation expenses, meter testing
16 or other major operating expenses. Each such project shall be assigned a
17 task order number and shall be separately budgeted and accounted for.
18 Special Project Expenses shall be allocated to the Appropriators, or
19 portion thereof, on the basis of benefit.

20 O. Investment of Funds; Borrowing: The Watermaster may hold and invest

21 Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not
22 exceeding annual receipts.

23 P. Contracts: The Watermaster may enter into contracts for the performance

24 of any of its powers.

25 Q. Cooperation With Other Agencies: The Watermaster may act jointly or

26 cooperate with other local, state and federal agencies.

27 R. Studies: The Watermaster may undertake relevant studies of hydrologic

28 conditions and operating aspects of the management program for the Beaumont Basin.

1 S. Groundwater Storage Agreements: The Watermaster shall adopt uniform
2 rules and a standard form of agreement for the storage of Supplemental Water,
3 provided that the activities undertaken pursuant to such agreements do not injure any
4 Party.

5 T. Administration of Groundwater Storage Capacity: Except for the exercise
6 by the Overlying Parties of their respective Overlying Water Rights described in Part
7 III, above, in accordance with the provisions of the Physical Solution, all Groundwater
8 Storage capacity in the Beaumont Basin shall be subject to the Watermaster's rules
9 and regulations, which regulations shall ensure that sufficient storage capacity shall be
10 reserved for local projects. Any Person or entity may apply to the Watermaster to store
11 water in the Beaumont Basin.

12 U. Accounting for Stored Water: The Watermaster shall calculate additions,
13 extractions and losses and maintain an annual account of all stored water in the
14 Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such
15 stored water.

16 V. Accounting for New Yield: Recharge of the Beaumont Basin with New
17 Yield water shall be credited to the Party that creates the New Yield. The Watermaster
18 shall make an independent scientific assessment of the estimated New Yield created
19 by each proposed project. New Yield will be allocated on an annual basis, based upon
20 monitoring data and review by the Watermaster.

21 W. Accounting for Acquisitions of Water Rights: The Watermaster shall
22 maintain an accounting of acquisitions by Appropriators of water otherwise subject to
23 Overlying Water Rights as the result of the provision of water service thereto by an
24 Appropriator.

25 X. Annual Administrative Budget: The Watermaster shall prepare an annual
26 administrative budget for public review, and shall hold a public hearing on each such
27 budget prior to adoption. The budget shall be prepared in sufficient detail so as to
28

1 make a proper allocation of the expenses and receipts. Expenditures within budgeted
2 items may thereafter be made by the Watermaster as a matter of course.

3 Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin
4 shall be redetermined at least every 10 years beginning 10 years after the date of entry
5 of this Judgment.

6 6. Reports and Accounting

7 (a) Production Reports: Each Pumper shall periodically file, pursuant to
8 Watermaster rules and regulations, a report showing the total production of such Pumper
9 from each well during the preceding report period, and such additional information as the
10 Watermaster may reasonably require.

11 (b) Watermaster Report and Accounting: The Watermaster shall prepare an annual
12 report of the preceding year's operations, which shall include an audit of all assessments and
13 Watermaster expenditures.

14 7. Replenishment

15 Supplemental Water may be obtained by the Watermaster from any source. The Watermaster
16 shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in
17 the Basin. Sources may include, but are not limited to:

- 18 (a) Recycled Water;
19 (b) State Water Project Water;
20 (c) Other imported water.

21 Replenishment may be accomplished by any reasonable method including:

- 22 (a) Spreading and percolation, or injection of water in existing or new facilities;
23 and/or
24 (b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

25 **VII. MISCELLANEOUS PROVISIONS**

26 1. Designation of Address for Notice and Service

27 Each Party shall designate, in writing to the plaintiff, the name and address to be used for
28 purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff

1 within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has
2 been entered, file the list of designees with the Court and serve the same on the Watermaster and all
3 Parties. Such designation may be changed from time-to-time by filing a written notice of such change
4 with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may
5 file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at
6 all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of
7 service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or
8 their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is
9 made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or
10 (ii) if the Party does not have an attorney of record, the Party itself at the address on the Watermaster list.

11 2. Intervention After Judgment

12 Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this
13 Judgment may seek to become a party to this Judgment by filing a petition in intervention.

14 3. Interference with Pumping

15 Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief
16 against any other party whose pumping activities constitute an unreasonable interference with the
17 complaining party's ability to extract groundwater.

18 4. Successors and Assigns

19 This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the
20 heirs, executors, administrators, successors and assigns of the parties hereto.

21 5. Severability

22 The provisions of this Judgment are severable. If any provision of this Judgment is held by the
23 Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The
24 remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be
25 affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the
26 excised provision, a provision as similar in terms to the excised provision as may be possible and be
27 legal, valid and enforceable.

28 6. Review Procedures

1 Any action, decision, rule or procedure of the Watermaster pursuant to this Judgment shall be
2 subject to review by the Court on its own motion or on timely motion by any Party, as follows:

3 A. Effective Date of Watermaster Action: Any order, decision or action of the
4 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to
5 have occurred on the date of the order, decision or action.

6 B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the
7 Court for review of the Watermaster's action or decision pursuant to this Judgment. The
8 motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been
9 delivered to the Watermaster, together with the service fee established by the Watermaster
10 sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster
11 shall prepare copies and mail a copy of the motion to each Party or its designee according to
12 the official service list which shall be maintained by the Watermaster according to Part VII,
13 paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is
14 deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court,
15 any petition shall not operate to stay the effect of any Watermaster action or decision which is
16 challenged.

17 C. Time for Motion: A motion to review any Watermaster action or decision shall be
18 filed within 90 days after such Watermaster action or decision, except that motions to review
19 Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the
20 assessment.

21 D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster
22 action, the Watermaster shall notify the Parties of a date when the Court will take evidence
23 and hear argument. The Court's review shall be de novo and the Watermaster decision or
24 action shall have no evidentiary weight in such proceeding.

25 ///

26 ///

27 ///

28 ///

1 E. Decision: The decision of the Court in such proceedings shall be an appealable
2 Supplemental Order in this case. When the same is final, it shall be binding upon the
3 Watermaster and the Parties.

4 DATED: _____

5 By: _____
6 Judge of the Superior Court
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EXHIBIT A

San Timoteo Watershed Management Authority

- Beaumont Basin Boundary
(based on faults of Boyd (1970))
- Fault by Burnham and Dutcher (1960)
- Fault by Boyd (1971)

Generalized Geology

- Unconsolidated Sediments
- Consolidated Bedrock
- Semi-Consolidated Sediments

Streams

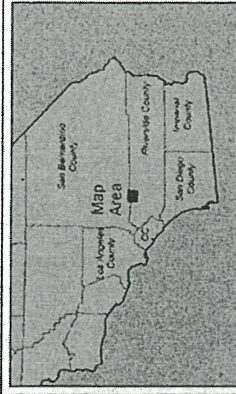


Exhibit A

Boundary Map and Features
of the Beaumont Basin Area

Map prepared by:
WE Environmental
Wilderthuth
File: Exhibit_A.mxd
Author: AEM
Date: 9/2/2002

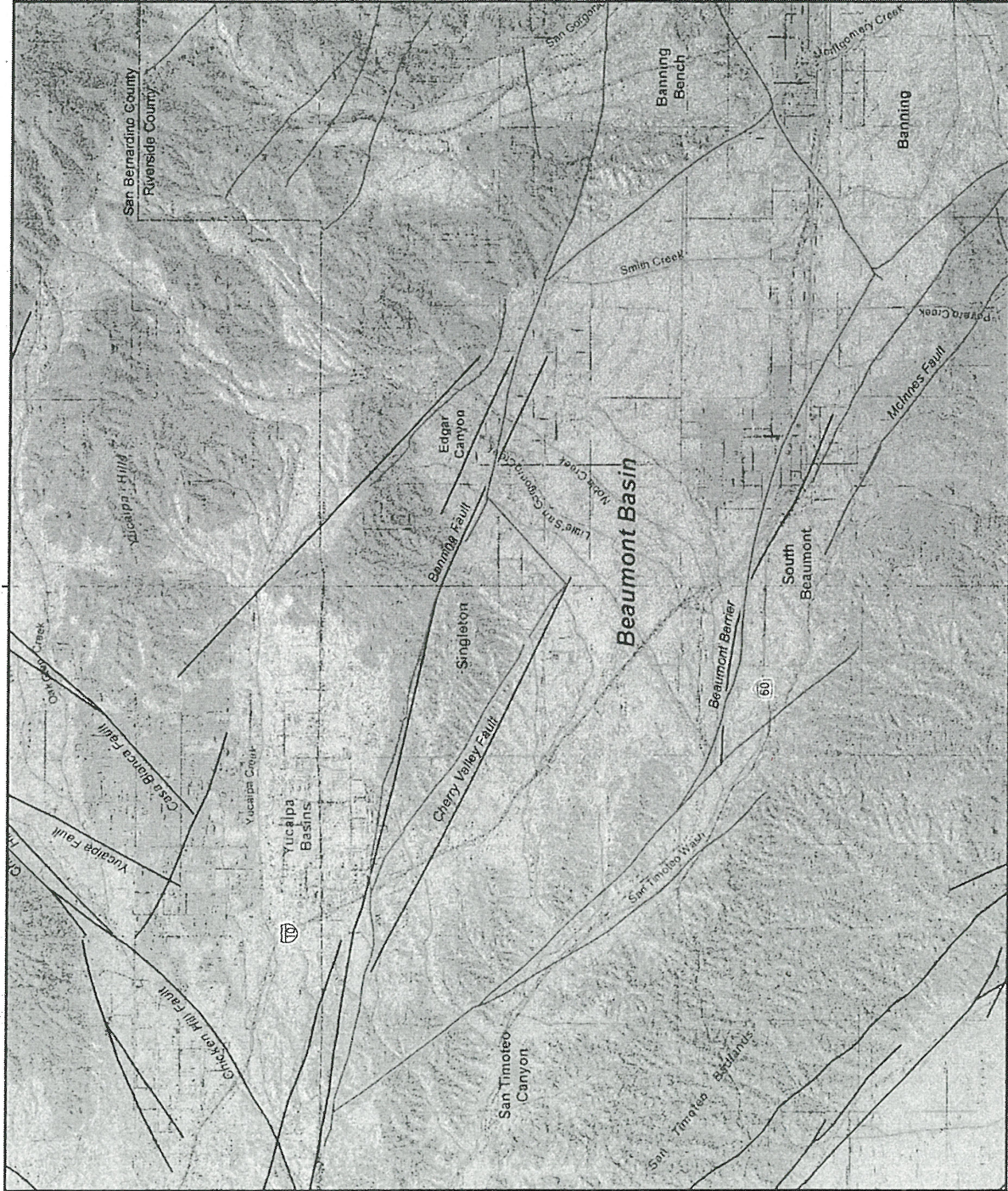


EXHIBIT B

Exhibit B
Overlying Owners and Their Water Rights

(1) Producer	(2) Average Production during 1997- 2001 (acre-ft/yr)	(3) Exercised Rights ¹ (acre-ft/yr)	(4) Projected Maximum Production (acre-ft/yr)
Beckman, Walt	0	0	75
Roman Catholic Bishop of San Bernardino	104	114	154
Rancho Calimesa Mobile Home Park	60	150	150
Riedman, Fred L. and Richard M.	540	550	550
Sunny-Cal Egg and Poultry Company ²	1,340	1,340	1,784
California Oak Valley Golf and Resort LLC	692	950	950
Leonard Stearn	0	0	200
Oak Valley Partners	510	553	1,806
So. California Professional Golf Association	680	1,688	2,200
Sharondale Mesa Owners Association	184	200	200
Plantation on the Lake	271	300	581
Totals	4,381	5,845	8,650

Note 1 -- Maximum Reported Production during 1997-2001

Note 2 -- The *Exercised Right* and *Project Maximum Production* are an aggregate right for defendants *Sunny-Cal Egg and Poultry*, and *Manheim, Manheim and Berman*

EXHIBIT C

Exhibit C
Appropriators and Their Water Rights

(1) Producer	(2) Average Production during 1997-2001 (acre-ft/yr)	(3) Share of Safe Yield Allocated to Appropriators	(4) Initial Estimate of Appropriate Rights ¹ (acre-ft/yr)	(5) Controlled Overdraft and Supplemental Water Recharge Allocation ² (acre-ft/yr)	(6) Operating Yield (acre-ft/yr)
Banning, City of	2,170	31.43%	882	5,029	5,910
City of Beaumont	0	0.00%	0	0	0
Beaumont Cherry Valley Water District	2,936	42.51%	1,193	6,802	7,995
South Mesa Water Company	862	12.48%	350	1,996	2,346
Yucaipa Valley Water District	938	13.58%	381	2,173	2,554
Totals	6,906	100.00%	2,805	16,000	18,805

Note 1 -- Based on a 8,650 acre-ft/yr safe yield

Note 2-- Controlled overdraft will not exceed 160,000 acre-ft during for first ten years of operation under the physical solution.

EXHIBIT D

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Beckman, Walt	405250004	19.04
	405250005	19.00
Total Area		<u>38.04</u>
California Oak Valley Golf and Resort	406070041	209.71
Total Area		<u>209.71</u>
Manheim, Manheim & Berman²	407200009	20.35
	407200011	20.00
	407200012	20.04
	407210001	45.41
	407210002	12.04
	407210004	4.16
Total Area		<u>122.00</u>
Roman Catholic Bishop of San Bernardino	413280016	16.78
	413280030	2.06
	413280036	12.42
Total Area		<u>31.26</u>
Oak Valley Partners	406060010	115.82
	406060015	4.00
	406060017	19.03
	406230020	4.26
	411210003	2.40
	411210005	105.41
	411210010	15.14
	411210016	9.77
	411210017	8.94
	413030011	315.30
	413040001	493.40
	413040002	137.00
	413040003	74.48

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413040004	6.50
	413040005	80.02
	413040006	75.54
	413040007	76.22
	413040008	144.48
	413040009	10.00
	413040010	78.22
	413060003	1.70
	413160003	80.00
	413160004	106.92
	413160005	53.08
	413160006	64.47
	413160007	15.53
	413170020	40.26
	413170021	27.62
	413170023	12.38
	413170027	14.19
	413170028	4.11
	413170029	2.35
	413170030	20.28
	413170031	66.63
	413170033	2.79
	413170035	11.74
	413180017	556.91
	413180019	9.77
	413190001	111.31
	413190003	5.64
	413190005	10.35
	413190008	12.40
	413190011	138.92
	413200002	0.23
	413200003	0.15
	413200010	5.94
	413200014	10.61
	413200015	11.36
	413200020	5.00
	413200023	14.47

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413200024	5.00
	413200026	32.86
	413200027	42.90
	413200028	116.62
	413200029	6.39
	413200030	19.01
	413200034	2.18
	413200035	10.99
	413200036	10.42
	413200037	4.95
	413270021	0.31
	413280034	2.37
	413280039	13.61
	413280040	1.91
	413280041	2.24
	413280042	6.86
	413290003	510.57
	413290004	16.08
	413290006	8.40
	413290007	103.68
	413450019	74.85
	413450020	169.96
	413450021	146.99
	413450024	48.25
	413450025	50.83
	413450026	122.59
	413450029	108.92
	413460036	199.12
	413460037	23.51
	413460038	19.58
	413460039	45.23
	413460039	45.23
	414090005	1.59
	414090007	1.38
	414090013	31.60
	414090017	20.00
	414090018	4.50
	414100002	42.13
	414100003	65.00
Total Area		<u>5,331.65</u>

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Plantation on the Lake	407230031	12.36
	407230010	1.25
	406050018	156.85
	406050002	5.12
	406050003	1.81
Total Area		<u>177.39</u>
Rancho Calimesa Mobile Home Park	413270001	29.66
Total Area		<u>29.66</u>
Merlin Properties, LLC.	407230014	48.52
Total Area		<u>48.52</u>
Sharondale Mesa Owners Association	413330014	1.55
	413330015	2.14
	413331022	0.48
	413331035	0.22
	413340021	0.04
	413340022	0.04
	413340023	1.53
	413340024	2.52
	413341033	0.29
	413341034	0.81
	413341036	0.35
	413342004	0.35
	413350011	1.04
	413350012	1.44
	413351018	17.08
	413351019	0.16
	413360032	1.92
	413360033	2.30
	413360035	0.90
	413361001	0.14
	413361008	0.12
	413361010	0.18
	413370027	0.39
	413370028	5.34
	413370030	0.69

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413371018	2.07
	413372019	1.39
Total Area		<u>45.48</u>
So. California Professional Golf Association	406060011	146.59
	406060013	2.83
	406060014	4.58
	406060016	10.35
	413450016	99.66
	413450022	95.15
	413450023	2.89
	413450027	91.53
Total Area		<u>453.58</u>
Stearns, Leonard	413221001	0.25
	413221002	0.34
	413260018	49.33
	413260025	0.37
	413270007	10.58
	413280010	1.27
	413280018	9.37
	413280021	4.26
	413280027	3.80
	413280037	14.32
Total Area		<u>93.89</u>
Sunny-Cal Egg and Poultry Company²	406080013	0.07
	407180004	9.35
	407190013	2.01
	407190014	0.50
	407190015	1.35
	407190016	4.95
	407190017	31.32
	407190018	0.93
	407230022	20.03
	407230023	20.03
	407230024	20.03
	407230025	21.99
	407230026	25.94

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	407230027	21.63
	407230028	21.56
Total Area		<u>201.69</u>
Total Area for All Overlying Producers ²		<u>6,782.87</u>

Note 1 -- Parcels as of June 1, 2003

Note 2 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company

Note 3 -- The Watermaster shall recognize adjustments in parcel boundaries that result in de minimus changes in water use

EXHIBIT E

EXHIBIT E
LOCATION OF OVERLYING PRODUCER PARCELS AND
BOUNDARY OF BEAUMONT BASIN

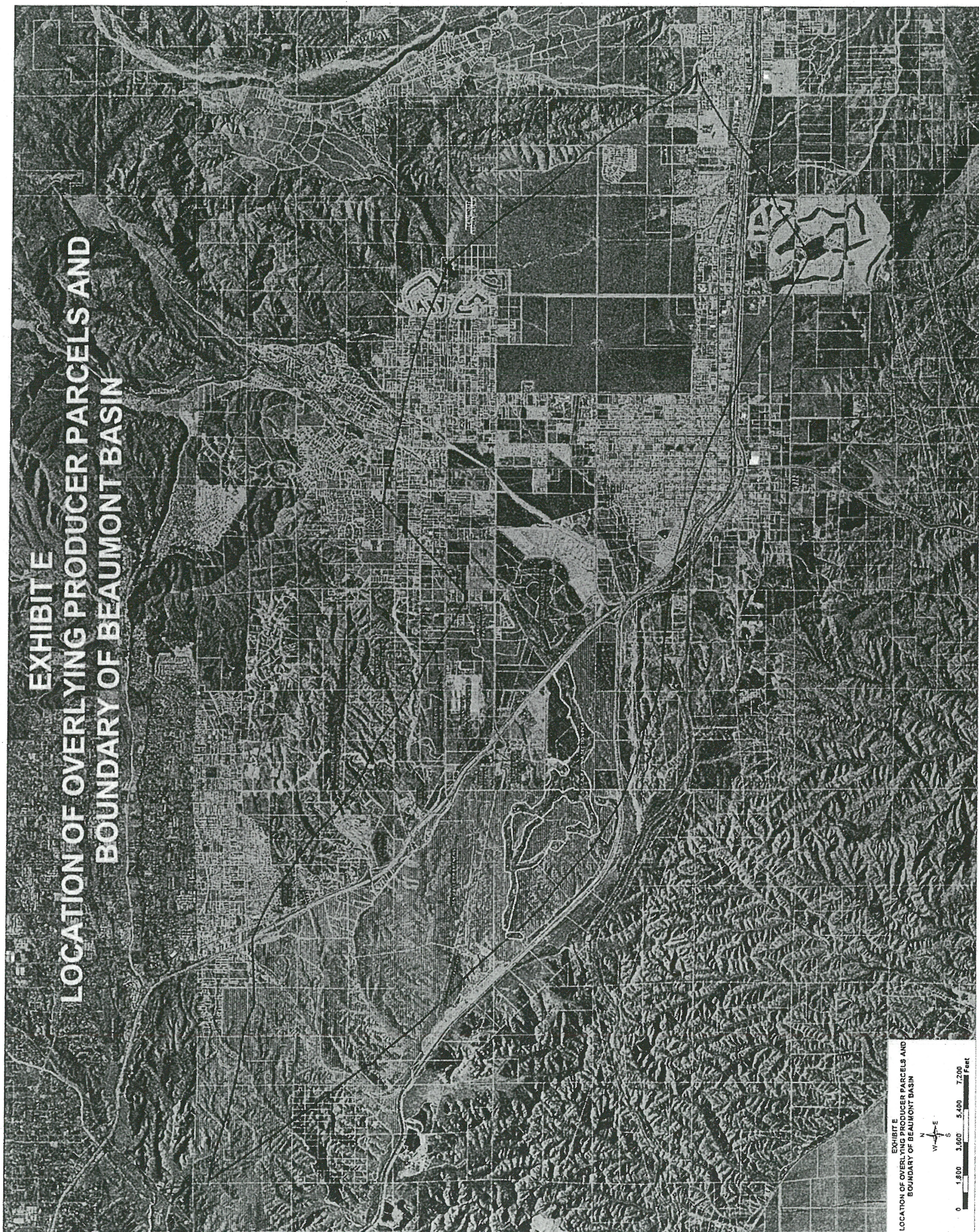
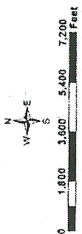


EXHIBIT E
LOCATION OF OVERLYING PRODUCER PARCELS AND
BOUNDARY OF BEAUMONT BASIN



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE
San Timoteo Watershed Management Authority v. City of Banning
Riverside Superior Court Case No. 389197

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is **AlvaradoSmith, 1 MacArthur Place, Santa Ana, CA 92707.**

On **March 18, 2019**, I served the foregoing document described as **AMENDED JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN; ORDER TO SHOW CAUSE** on the interested parties in this action.

☒ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at 1 MacArthur Place, Santa Ana, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY THE ACT OF FILING OR SERVICE, THAT THE DOCUMENT WAS PRODUCED ON PAPER PURCHASED AS RECYCLED.

☐ **BY FACSIMILE MACHINE:** I Tele-Faxed a copy of the original document to the above facsimile numbers.

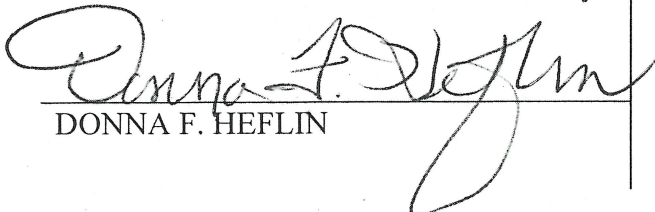
☐ **BY OVERNIGHT MAIL:** I deposited such documents at the Overnite Express or Federal Express Drop Box located at 1 MacArthur Place, Santa Ana, California 92707. The envelope was deposited with delivery fees thereon fully prepaid.

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

Executed on March 18, 2019 at Santa Ana, California.


DONNA F. HEFLIN

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dburk@ci.banning.ca.us

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jzoba@yvwd.dst.ca.us

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Yucaipa Valley Water District
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*Manheim, Manheim and Berman
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