

# ***Beaumont Basin Watermaster***

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## **WORKSHOP AGENDA**

**DATE: Wednesday, February 11, 2009**

**TIME: 10:00 a.m.**

**PLACE: BCVWD**

**560 Magnolia Avenue  
Beaumont, CA, 92223**

### **1. Call to Order**

### **2. Roll Call**

- A. City of Banning: Jim Earhart
- B. City of Beaumont: Dee Moorjani
- C. Beaumont Cherry Valley Water District: C.J. Butcher
- D. South Mesa Water Company: George Jorritsma
- E. Yucaipa Valley Water District: Joe Zoba

### **3. Pledge of Allegiance**

### **4. Oral and Written Communication**

Anyone wishing to address the Watermaster on any matter not on the Agenda of this meeting may do so now. The oral communications portion of this Agenda is to hear comments. If any question or concern arises related to any issues not on the Agenda, it will be referred to Staff for appropriate response. Anyone wishing to speak on an item on the Agenda may do so at the time the Watermaster considers that item. All persons wishing to speak must fill out a Request to Speak Form and give it to the Clerk at the beginning of the meeting. Forms are available from Clerk upon request. Each speaker is limited to three (3) minutes.

### **5. Discussion Items**

- A. Availability of Supplemental Water for Groundwater Replenishment, Watermaster Letter Dated December 5, 2008
  - Yucaipa Valley Water District Letter Dated December 12, 2008
    - 1. Role and Responsibility of the Beaumont Basin Watermaster (Adjudication document attached)
    - 2. 2008 Water Supply and Demand Report to LAFCO
    - 3. Consultant Contracts and Task Orders
- Recommendation:** General Discussion and Comment
- B. Finance Alternatives
  - Member Contributions (General Budget)
  - Pump Tax
  - Other
- C. Methodology to complete New Storm Water Recharge
- Recommendation:** Comment and Discussion

**6. Closed Session**

- A. Discussion and Possible Action Regarding Potential Litigation Pursuant to Government Code Section 54956.9c - One Case

**7. Adjournment**

# Beaumont Basin Watermaster

560 Magnolia Avenue  
Beaumont, CA 92223  
[www.beaumontwatermaster.org](http://www.beaumontwatermaster.org)

Office (861) 845-8681  
Mobile (760) 674-8226  
Email [Jessa921@aol.com](mailto:Jessa921@aol.com)

December 5, 2008

City of Banning  
Mr. James Earhart  
176 E. Lincoln Street  
Banning, CA 92220-0998

City of Beaumont  
Mr. Deepak Moorjani  
550 East 6th Street  
Beaumont, CA 92223

Beaumont Cherry Valley Water District  
Mr. Charles Butcher  
560 Magnolia Avenue  
Beaumont, Ca 92223

South Mesa Water Company  
Mr. George Jorritsma  
391 West Ave L  
Calimesa, Ca 92320

Yucaipa Valley Water District  
Mr. Joseph Zoba  
P.O. Box 730  
Yucaipa, CA 92399-0730

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DEC 10 2008

YUCAIPA VALLEY  
WATER DISTRICT

**Subject: Availability of Supplemental Water for Groundwater Replenishment in the Beaumont Basin**

Gentlemen,

In February 2003, the San Timoteo Watershed Management Authority (STWMA) filed suit in the Superior Court to adjudicate pumping and storage rights in the Beaumont Basin. The STWMA and the major pumpers developed a stipulated agreement (Stipulated Agreement) to resolve the lawsuit. In February 2004, the Stipulated Agreement was approved by the Court. The Stipulated Agreement established pumping rights among the two classes of pumpers: overlying and appropriative. Overlying pumpers were assigned fixed rights with some flexibility to vary their use during any five-year period. The total of the overlying producers' rights is equal to the safe yield, which, as established in the Stipulated Agreement, is 8,650 acre-ft/yr. Appropriators' rights are stated as the percentage or fraction of water in the safe yield that is not used by the overlying pumpers. The Stipulated Agreement provides for the orderly transition of land use and associated water uses through detailed provisions that require the assignment of rights from an overlying pumper to an appropriator when the appropriator provides service to the lands of the overlying pumper. The Stipulated Agreement declares that there is a temporary water surplus of 160,000 acre-ft in the basin. The temporary surplus can be used by appropriators during the first ten years of the Stipulated Agreement. The appropriators can store the unused portion of the temporary surplus for use in subsequent years. The intent of removing the temporary surplus is to create additional evacuated storage space in the basin for use in storing supplemental water and to minimize the outflow of water at the down gradient boundaries.

By July 1, 2013 the temporary surplus will have either been pumped or assigned to an appropriator's storage account. Starting in fiscal year 2013/14, the annual pumping rights for the individual appropriators will be reduced to a fixed percentage of the safe yield that is unused by the overlayers with some variation in the appropriator pumping rights based on assignments from individual overlying right holders. Watermaster current best estimate of the appropriator pumping rights in 2013 is shown in Table 1 below.

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Water Resources Management and Leadership in the San Timoteo Watershed

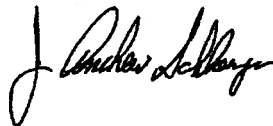
**Table 1 Watermaster Estimate of Pumping Rights Available to the Appropriators in Fiscal 2013/14 (acre-ft/yr)**

Appropriator	Share in Safe Yield	Estimated Pumping Rights in Fiscal Year 2013/14	Long Term Estimated Pumping Rights Post 2013/14	Projected Beaumont Basin Pumping R 2013/14
Banning	31.43%	1,540	1,116	4,765
Beaumont	0.00%	0	0	0
BCVWD	42.51%	5,227	4,655	15,810
SMWC	12.48%	611	443	315
YVWD	13.58%	2,020	1,837	2,020
Totals	100.00%	9,387	8,051	22,710

The estimated pumping rights of about 9,400 acre-ft/yr in 2013/014 contains an allocation of unused overlying rights from fiscal year 2008/09 and occurs in a period where the use of overlying rights are declining from year. The long term estimated pumping rights for the appropriators post 2013/14 is about 8,100 acre-ft/yr. The projected groundwater pumping by the appropriators will exceed their aggregate rights by about 13,300 acre-ft/yr in 2013/14. By 2020 the projected groundwater pumping by the appropriators could exceed their aggregate rights by about 18,000 acre-ft/yr. The appropriators can augment their pumping rights through various means including increasing new storm water, imported water and recycled water. The San Geronio Pass Water Agency has a Table "A" contract entitlement for State Water Project water of 17,300 acre-ft/yr which will yield about 10,900 acre-ft/yr given the reliability of that supply. The Pass Agency does not currently have enough imported water to meet the shortfall nor has it indicated that it would commit all their imported water to this shortfall. There will still be a shortfall if the amount of new storm water and recycled water that can be used to recharge the Beaumont Basin were combined with all the imported water available to the Pass Agency.

The Watermaster parties need to begin the process of finding and acquiring new sources of supplemental water immediately. This should be no surprise as the Watermaster staff has been predicting this situation would occur for several years. Watermaster staff respectfully recommends that this subject be discussed at the January 2009 Watermaster Board meeting, and further that Watermaster staff and the appropriator parties initiate the process to identify and acquire new supplemental supplies as soon as possible.

Respectfully



J. Andrew Schiange  
Chief of Watermaster Services



# Yucaipa Valley Water District

12770 Second Street • P. O. Box 730 • Yucaipa, California 92399-0730  
(909) 797-5117 • Fax: (909) 797-6381 • www.yvwd.dst.ca.us

December 12, 2008

Mr. Andrew Schlange, Chief of Watermaster Services  
Beaumont Basin Watermaster  
560 Magnolia Avenue  
Beaumont, California 92223



RECEIVED  
DEC 15 2008

BY:.....

**Subject: Requested Agenda Items for January 13, 2009 Beaumont Basin Watermaster Meeting**

Dear Mr. Schlange:

I have reviewed your correspondence dated December 5, 2008 discussing the need for supplemental water to replenish the groundwater in the Beaumont Basin (attached). From the information provided, it appears that Appropriators will need to secure replenishment of supplemental water in excess of 14,000 acre feet per year starting in 2015.

Appropriator	Share of Safe Yield	Long-Term Groundwater Extraction Rights (AF/Y)	Projected Groundwater Extraction in 2014 (AF/Y)	Estimated Groundwater Extraction in Excess of Rights (AF/Y)	Percentage of Total Excessive Groundwater Extraction
City of Banning	31.43%	1,116	4,765	3,649	24.9%
City of Beaumont	0.00%	0	0	0	0.0%
BCVWD	42.51%	4,655	15,610	10,955	74.7%
SMMWC	12.48%	443	315	-128	-0.9%
YVWD	13.58%	1,837	2,020	183	1.2%
	100%	8,051	22,710	14,659	100%

Based on this information, I would like to request the following three agenda items be included as part of the Watermaster meeting on January 13, 2009.

- Discussion Regarding the Role and Responsibility of the Beaumont Basin Watermaster - Attach a copy of the adjudication document as part of the agenda packet.
- Overview of Recent Water Supply and Demand Projections - Attach a copy of the most recent letter to Riverside County LAFCO that illustrates water demand and water supply projections for the Pass Area as part of the agenda packet.
- Review and Consideration of Consultant Contracts and Task Orders - Provide a summary of all task orders issued and the status of the task orders including percentage complete, authorized budget and expenses as of December 31, 2008. Include this information as part of the agenda packet.

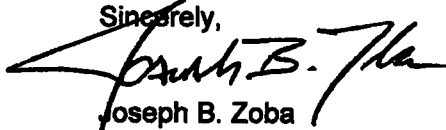
## Directors and Officers

IAN CUTHBERTSON Division 1	BRUCE GRANLUND Division 2	JAY BOGH Division 3	LONNI GRANLUND Division 4	HANK WOCHHOLZ Division 5	JOSEPH B. ZOBA General Manager and Secretary
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Beaumont Basin Watermaster  
Mr. Andrew Schlange  
December 12, 2008  
Page 2

I look forward to a productive and open discussion about the issues raised in your correspondence.

Sincerely,



Joseph B. Zoba  
General Manager

Copies to:

- Jim Earhart, Public Utilities Director, City of Banning
- David Dillion, Economic Director, City of Beaumont
- Chuck Butcher, General Manager, Beaumont - Cherry Valley Water District
- George Jorristma, General Manager, South Mesa Water Company

ORIGINAL COPY

JOSEPH S. AKLUFI (Bar No. 68619)  
AKLUFI AND WYSOCKI  
3403 Tenth Street, Suite 610  
Riverside, California 92501  
(909) 682-5480 Office  
(909) 682-2619 Fax

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB - 4 2004

Attorneys for Plaintiff, SAN TIMOTEO  
WATERSHED MANAGEMENT AUTHORITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED  
MANAGEMENT AUTHORITY, a public  
agency,

Plaintiff,

vs.

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

CASE NO. RIC 389197

JUDGMENT PURSUANT TO  
STIPULATION ADJUDICATING  
GROUNDWATER RIGHTS IN THE  
BEAUMONT BASIN

LAW OFFICES  
AKLUFI / WYSOCKI  
3403 TENTH ST., SUITE 610  
RIVERSIDE, CALIFORNIA 92501  
(909) 682-5480



1 a California corporation; MERLIN )  
2 PROPERTIES, LLC; LEONARD M. )  
3 STEARNS and DOROTHY D. STEARNS, )  
4 individually and as Trustees of the )  
5 LEONARD M. STEARNS FAMILY TRUST OF )  
6 1991; and DOES 1 through 500, )  
7 inclusive, )  
8 Defendants. )

9 I. INTRODUCTION

10 1. Pleadings, Parties and Jurisdiction

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

19 2. Stipulation for Judgment

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

22 3. Definitions

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

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

27 B. Appropriator's Production Right: consists of an  
28 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



1 withdrawn from the Appropriator's storage account, (3) and  
2 New Yield created by the Appropriator.

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

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

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

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

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

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

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

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

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

1 L. New Yield: increases in yield in quantities  
2 greater than historical amounts from sources of supply  
3 including, but not limited to, capture of available storm  
4 flow, by means of projects constructed after February 20,  
5 2003, as determined by the Watermaster.

6 M. Operating Yield: the maximum quantity of water  
7 which can be produced annually by the Appropriators from the  
8 Beaumont Basin, which quantity consists of Appropriative  
9 Water plus Temporary Surplus.

10 N. Overdraft: a condition wherein the total annual  
11 production from a Groundwater Basin exceeds the Safe Yield  
12 thereof.

13 O. Overlying Parties: the Persons listed on Exhibit  
14 "B", who are owners of land which overlies the Beaumont  
15 Basin and have exercised Overlying Water Rights to pump  
16 therefrom. Overlying Parties include successors in interest  
17 and assignees.

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

21 Q. Overproduction: by an Appropriator, measured by  
22 an amount equal to the Appropriator's actual annual  
23 production minus the Appropriator's Production Right. By a  
24 new overlying producer, an amount equal to what the  
25 overlying producer pumped during the year.

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

1 S. Person: any individual, partnership, association,  
2 corporation, governmental entity or agency, or other  
3 organization.

4 T. Physical Solution: the physical solution set  
5 forth in Part V of this Judgment.

6 U. Produce, Producing, Production, Pump or Pumping:  
7 the extraction of groundwater.

8 V. Producer or Pumper: any Person who extracts  
9 groundwater.

10 W. Recycled Water: has the meaning provided in Water  
11 Code Section 13050(n) and includes other nonpotable water  
12 for purposes of this Judgment.

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

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

25 Z. Stored Water: Supplemental Water stored in the  
26 Beaumont Basin pursuant to a Groundwater Storage Agreement  
27 with the Watermaster.

28 AA. Supplemental Water: water imported into the

1 Beaumont Basin from outside the Beaumont Basin including,  
2 without limitation, water diverted from creeks upstream and  
3 tributary to Beaumont Basin and water which is recycled and  
4 useable within the Beaumont Basin.

5 BB. Temporary Surplus: the amount of groundwater that  
6 can be pumped annually in excess of Safe Yield from a  
7 Groundwater Basin necessary to create enough additional  
8 storage capacity to prevent the waste of water.

9 CC. Watermaster: the Person appointed by the Court to  
10 administer and enforce the Physical Solution.

11 4. List of Exhibits

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

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

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

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

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

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

19 II. INJUNCTIONS

20 1. Injunction Against Unauthorized Production of  
21 Beaumont Basin Water

22 Each party herein is enjoined, as follows:

23 A. Overlying Parties: Each defendant who is an  
24 Overlying Party, and its officers, agents, employees,  
25 successors and assigns, is hereby enjoined and restrained  
26 from producing groundwater from the Beaumont Basin in any  
27 five-year period hereafter in excess of five times the share  
28 of the Safe Yield assigned to the Overlying Parties as set

1        forth in Column 4 of Exhibit "B", as more fully described in  
2        the Physical Solution.

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

10    2.    Injunction Against Unauthorized Storage or Withdrawal of  
11        Stored Water

12        Each and every Party, and its officers, agents, employees,  
13        successors and assigns, is hereby enjoined and restrained from  
14        storing Supplemental Water in the Beaumont Basin for withdrawal,  
15        or causing withdrawal of water stored by that Party, except  
16        pursuant to the terms of a written Groundwater Storage Agreement  
17        with the Watermaster and in accordance with Watermaster Rules and  
18        Regulations. Any Supplemental Water stored in the Beaumont  
19        Basin, except pursuant to a Groundwater Storage Agreement, shall  
20        be deemed abandoned and not classified as Stored Water.

21            III.    DECLARATION AND ADJUSTMENT OF RIGHTS

22    1.    Overlying Rights

23        The Overlying Parties are currently exercising Overlying  
24        Water Rights in the Beaumont Basin. As shown on Exhibit "B", the  
25        aggregate Projected Maximum Production of water from the Beaumont  
26        Basin pursuant to Overlying Water Rights is 8610 acre feet and  
27        the Overlying Water Rights are individually decreed, in Column 4  
28        of Exhibit "B", for each Overlying Party. The Overlying Parties

1 shall continue to have the right to exercise their respective  
2 Overlying Water Right as set forth in Column 4 of Exhibit "B"  
3 except to the extent their respective properties receive water  
4 service from an Appropriator Party, as contemplated by Paragraph  
5 III.3 of this Judgment.

6 2. Appropriator's Share of Operating Yield

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

11 3. Adjustment of Rights

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

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

28 C. When an Overlying Party receives water service as

provided for in subparagraph III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.

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

E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the



criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

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

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

1 the process of annexing the remainder portion of its property  
2 into the Yucaipa Valley Water District ("YVWD"), in order to  
3 obtain retail water service for the development of the Oak  
4 Valley property pursuant to the Specific Plans (for purposes  
5 of this subparagraph BCVWD and YVWD are collectively referred  
6 to as the "Water Districts", and individually as a "Water  
7 District"). YVWD covenants to use its best efforts to  
8 finalize the annexation of the Oak Valley property within the  
9 Calimesa City limits. Oak Valley, for itself and its  
10 successors and assigns, hereby agrees, by this stipulation  
11 and upon final annexation of its property by YVWD, to forbear  
12 from claiming any future, unexercised, overlying rights in  
13 excess of the Projected Maximum Production of Exhibit "B" of  
14 1806 acre feet per year. As consideration for the  
15 forbearance, the Water Districts agree to amend their  
16 respective Urban Water Management Plans ("UWMP") in 2005 as  
17 follows: BCVWD agrees that 2,400 acre feet per year of  
18 projected water demand shall be included for the portion of  
19 Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees  
20 to include 8,000 acre feet per year of projected water demand  
21 as a projected demand for the portion of Oak Valley to be  
22 served by YVWD in its UWMP by 2025. The Water Districts  
23 agree to use their best judgment to accurately revise this  
24 estimate to reflect the projected water demands for the UWMP  
25 prepared in 2010. Furthermore, the Water Districts further  
26 agree that, in providing water availability assessments prior  
27 to 2010, as required by Water Code §10910 and water supply  
28 verifications as required by Government Code §§66455.3 and

11 JUDGMENT PURSUANT TO STIPULATION

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

H. Persons who would otherwise qualify as Overlying Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

4. Exemption for Minimal Producers

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

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

1 application of any Party, by a motion noticed for at least a 30-  
2 day period (or consistent with the review procedures of Paragraph  
3 VII.6 herein, if applicable), to make such further or  
4 supplemental order or directions as may be necessary or  
5 appropriate for interim operation of the Beaumont Basin before  
6 the Physical Solution is fully operative, or for interpretation,  
7 or enforcement or carrying out of this Judgment, and to modify,  
8 amend or amplify any of the provisions of this Judgment or to add  
9 to the provisions hereof consistent with the rights herein  
10 decreed; except that the Court's jurisdiction does not extend to  
11 the redetermination of (a) Safe Yield during the first ten years  
12 of operation of the Physical Solution, and (b) the fraction of  
13 the share of Appropriative Water of each Appropriator.

14 V. THE PHYSICAL SOLUTION

15 1. Purpose and Objective

16 In accordance with the mandate of Section 2 of Article X of  
17 the California Constitution, the Court hereby adopts, and orders  
18 the parties to comply with, a Physical Solution. The purpose of  
19 the Physical Solution is to establish a legal and practical means  
20 for making the maximum reasonable beneficial use of the waters of  
21 Beaumont Basin, to facilitate conjunctive utilization of surface,  
22 ground and Supplemental Waters, and to satisfy the requirements  
23 of water users having rights in, or who are dependent upon, the  
24 Beaumont Basin. Such Physical Solution requires the definition  
25 of the individual rights of all Parties within the Beaumont Basin  
26 in a manner which will fairly allocate the native water supplies  
27 and which will provide for equitable sharing of costs of  
28 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 Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

1 Right of each Appropriator Party, each such Party shall provide  
2 funds to enable the Watermaster to replace such Overproduction.

3 5. Use of Available Groundwater Storage Capacity

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

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

27 ///

28 ///

VI. ADMINISTRATION

1. Administration and Enforcement by Watermaster

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

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

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

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of



1 which shall have the right to nominate one representative to the  
2 Watermaster committee who shall be an employee of or consultant  
3 to the nominating agency. Each such nomination shall be made in  
4 writing, served upon the other parties to this Judgment and filed  
5 with the Court, which shall approve or reject such nomination.  
6 Each Watermaster representative shall serve until a replacement  
7 nominee is approved by the Court. The nominating agency shall  
8 have the right to nominate that representative's successor.

9 5. Powers and Duties of the Watermaster

10 Subject to the continuing supervision and control of the  
11 Court, the Watermaster shall have and may exercise the following  
12 express powers, and shall perform the following duties, together  
13 with any specific powers, authority, and duties granted or  
14 imposed elsewhere in this Judgment or hereafter ordered or  
15 authorized by the Court in the exercise of its continuing  
16 jurisdiction:

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

21 B. Wellhead Protection and Recharge: The  
22 identification and management of wellhead protection areas  
23 and recharge areas.

24 C. Well Abandonment: The administration of a well  
25 abandonment and well destruction program.

26 D. Well Construction: The development of minimum  
27 well construction specifications and the permitting of new  
28 wells.

1 E. Mitigation of Overdraft: The mitigation of  
2 conditions of uncontrolled overdraft.

3 F. Replenishment: The acquisition and recharge of  
4 Supplemental Water.

5 G. Monitoring: The monitoring of groundwater levels,  
6 ground levels, storage, and water quality.

7 H. Conjunctive Use: The development and management  
8 of conjunctive-use programs.

9 I. Local Projects: The coordination of construction  
10 and operation, by local agencies, of recharge, storage,  
11 conservation, water recycling, extraction projects and any  
12 water resource management activity within or impacting the  
13 Beaumont Basin.

14 J. Land Use Plans: The review of land use plans and  
15 coordination with land use planning agencies to mitigate or  
16 eliminate activities that create a reasonable risk of  
17 groundwater contamination.

18 K. Acquisition of Facilities: The purchase, lease  
19 and acquisition of all necessary real and personal property,  
20 including facilities and equipment.

21 L. Employment of Experts and Agents: The employment  
22 or retention of such technical, clerical, administrative,  
23 engineering, accounting, legal or other specialized  
24 personnel and consultants as may be deemed appropriate. The  
25 Watermaster shall maintain records allocating the cost of  
26 such services as well as all other expenses of Watermaster  
27 administration.

28 M. Measuring Devices: Except as otherwise provided

1 by agreement the Watermaster shall install and maintain in  
2 good operating condition, at the cost of the Watermaster,  
3 such necessary measuring devices or meters as Watermaster  
4 may deem appropriate. Such devices shall be inspected and  
5 tested as deemed necessary by the Watermaster and the cost  
6 thereof borne by the Watermaster. Meter repair and  
7 retesting will be a Producer expense.

8 N. Assessments: The Watermaster is empowered to levy  
9 and collect the following assessments:

10 (1) Annual Replenishment Assessments

11 The Watermaster shall levy and collect  
12 assessments in each year, in amounts sufficient to  
13 purchase replenishment water to replace Overproduction  
14 by any Party.

15 (2) Annual Administrative Assessments

16 a. Watermaster Expenses: The expenses of  
17 administration of the Physical Solution shall be  
18 categorized as either "General Watermaster  
19 Administration Expenses", or "Special Project  
20 Expenses".

21 i. General Watermaster Administration  
22 Expenses: shall include office rent, labor,  
23 supplies, office equipment, incidental expenses  
24 and general overhead. General Watermaster  
25 Administration Expenses shall be assessed by the  
26 Watermaster equally against the Appropriators who  
27 have appointed representatives to the Watermaster.  
28

1                                   ii. Special Project Expenses: shall  
2                                   include special engineering, economic or other  
3                                   studies, litigation expenses, meter testing or  
4                                   other major operating expenses. Each such project  
5                                   shall be assigned a task order number and shall be  
6                                   separately budgeted and accounted for. Special  
7                                   Project Expenses shall be allocated to the  
8                                   Appropriators, or portion thereof, on the basis of  
9                                   benefit.

10                   O. Investment of Funds; Borrowing: The Watermaster  
11                   may hold and invest Watermaster funds as authorized by law,  
12                   and may borrow, from time-to-time, amounts not exceeding  
13                   annual receipts.

14                   P. Contracts: The Watermaster may enter into  
15                   contracts for the performance of any of its powers.

16                   Q. Cooperation With Other Agencies: The Watermaster  
17                   may act jointly or cooperate with other local, state and  
18                   federal agencies.

19                   R. Studies: The Watermaster may undertake relevant  
20                   studies of hydrologic conditions and operating aspects of  
21                   the management program for the Beaumont Basin.

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

27                   T. Administration of Groundwater Storage Capacity:  
28                   Except for the exercise by the Overlying Parties of their

1        respective Overlying Water Rights described in Part III,  
2        above, in accordance with the provisions of the Physical  
3        Solution, all Groundwater Storage Capacity in the Beaumont  
4        Basin shall be subject to the Watermaster's rules and  
5        regulations, which regulations shall ensure that sufficient  
6        storage capacity shall be reserved for local projects. Any  
7        Person or entity may apply to the Watermaster to store water  
8        in the Beaumont Basin.

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

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

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

26           X.    Annual Administrative Budget: The Watermaster  
27       shall prepare an annual administrative budget for public  
28       review, and shall hold a public hearing on each such budget

1 prior to adoption. The budget shall be prepared in  
2 sufficient detail so as to make a proper allocation of the  
3 expenses and receipts. Expenditures within budgeted items  
4 may thereafter be made by the Watermaster as a matter of  
5 course.

6 Y. Redetermining the Safe Yield: The Safe Yield of  
7 the Beaumont Basin shall be redetermined at least every 10  
8 years beginning 10 years after the date of entry of this  
9 Judgment.

10 6. Reports and Accounting

11 (a) Production Reports: Each Pumper shall  
12 periodically file, pursuant to Watermaster rules and  
13 regulations, a report showing the total production of such  
14 Pumper from each well during the preceding report period,  
15 and such additional information as the Watermaster may  
16 reasonably require.

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

21 7. Replenishment

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

27 (a) Recycled Water;

28 (b) State Water Project Water;

(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

(a) Spreading and percolation, or injection of water in existing or new facilities; and/or

(b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

#### VII. MISCELLANEOUS PROVISIONS

##### 1. Designation of Address for Notice and Service

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



1 attorney of record, the Party itself at the address on the  
2 Watermaster list.

3 2. Intervention After Judgment

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

8 3. Interference with Pumping

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

13 4. Successors and Assigns

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

17 5. Severability

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

27 6. Review Procedures

28 Any action, decision, rule or procedure of the Watermaster

1 pursuant to this Judgment shall be subject to review by the Court  
2 on its own motion or on timely motion by any Party, as follows:

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

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

24 C. Time for Motion: A motion to review any  
25 Watermaster action or decision shall be filed within 90 days  
26 after such Watermaster action or decision, except that  
27 motions to review Watermaster assessments hereunder shall be  
28 filed within 30 days of mailing of notice of the assessment.

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

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

11  
12  
13 Dated: FEB - 4 2004

14  
15 GARY TRANBARGER

16 JUDGE OF THE SUPERIOR COURT  
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May 14, 2007  
Revised September 28, 2007

Beaumont Basin Watermaster  
Attention: J. Andrew Schlange, Chief of Watermaster Services  
560 Magnolia Avenue  
Beaumont, California 92223

**SUBJECT: 2007 REPORT ON WATER SUPPLY CONDITIONS IN THE SAN GORGONIO PASS REGION**

Mr. Schlange:

Per your authorization, Wildermuth Environmental, Inc (WEI) updated the water demand and supply plans for the Beaumont Cherry Valley Water District (BCVWD), the City of Banning (Banning), the Cabazon Water District (CWD), the South Mesa Water Company (SMWC), and the part of the Yucaipa Valley Water District (YVWD) located in Riverside County. The *investigation area* for these retail water agencies is shown by their combined spheres of influence in Figure 1. The water demand in the investigation area represents most of the water demand in the San Gorgonio Pass Water Agency (SGPWA) service area. This update is part of the San Timoteo Watershed Management Authority (STWMA) and Beaumont Basin Watermaster (Watermaster) annual assessment of water demands and water supply plans. WEI prepared a similar analysis in January 2006 pursuant to a request from LAFCO, which was adopted by the STWMA and the Watermaster in March 2006.

**WATER DEMANDS IN THE SGPWA SERVICE AREA**

WEI obtained water demand projections and water supply plans from the BCVWD, Banning, the CWD, the SMWC, and the YVWD for their service areas. The sources of this information are:

- *Beaumont Cherry Valley Water District, Final 2005 Urban Water Management Plan August (December 2005).*
- *Determination of Maximum Perennial Yield for the City of Banning, Geoscience Support Services, 2003.*
- *2005 Urban Water Management Plan for the City of Banning, Wildermuth Environmental, Inc., 2005.*
- *2005 Urban Water Management Plan for the South Mesa Water Company, South Mesa Water Company, 2005.*
- An Excel workbook from Joe Zoba of the YVWD that shows the water demands and the supply of imported and recycled waters projected to be used in the part of the YVWD within the SGPWA service area (January 2007).
- *Groundwater Resources Monitoring Plan, Yucaipa. Fox, R. C., May, 1990.*
- A verbal projection of the water demands and supply plan for the CWD, Krieger and Stewart (engineers for the CWD, November, 2005).

Some of these water demands were slightly revised based on actual water use after the planning documents were prepared and on changes in the water supply plans provided by the agencies. These demands are based on the planning investigations conducted by each agency and represent each agency's best estimate. The demand projections presented herein have been reviewed by all agencies except the CWD. The projected water demands in acre-ft/yr through 2030 are:

Year	BCVWD	Banning	CWD	SMWC	YVWD	Total
2005	8,854	9,282	1,000	2,500	1,500	23,136
2010	22,300	12,501	4,000	2,740	3,000	44,541
2015	27,900	15,518	8,000	3,200	5,000	59,618
2020	29,300	18,535	12,000	3,560	6,935	70,330
2025	30,000	21,552	16,000	3,900	8,610	80,062
2030	30,500	24,569	16,000	4,300	10,285	85,654
Compound Rate of Growth	4.7%	4.0%	11.7%	2.2%	8.0%	5.2%

Figure 2 illustrates the water demand growth over time. The composite growth rate is about five percent per year and will increase from about 23,100 acre-ft/yr in 2005 to about 86,000 acre-ft/yr in 2030. Note that most of this growth is front loaded and will occur before 2020. These demand projections do not reflect the present housing slump caused by challenges in the mortgage industry. It is reasonable to assume that the growth in demand will slow down over the next one to two years. For planning purposes the Watermaster and the STWMA should not assume that the overall growth will be less than shown herein – the Watermaster and the STWMA should assume that there will be a surge in demand when the mortgage situation plays out and should continue to work with the SGPWA to aggressively develop new supplies for the region and stay ahead of the future demands.

## WATER SUPPLY PLANS

Each agency has a number of available water sources, which are based, in part, on their location within the investigation area. Current sources of water include surface water, groundwater, and imported State Water Project (SWP) water. The largest single local source is the Beaumont Groundwater Basin. Future sources include increased usage of surface water, groundwater, imported water, recycled water, and conservation. Substantial investments will be required to develop local, recycled, and additional imported supplies to meet future demands. The retail water agencies have incorporated the cost of developing new supplies into their connection and commodity fees.

### Beaumont Basin Adjudication

In February 2003, the STWMA filed suit in the Superior Court to adjudicate pumping and storage rights in the Beaumont Basin. The STWMA and the major pumpers developed a stipulated agreement (*Stipulated Agreement*) to resolve the lawsuit. In February 2004, the *Stipulated Agreement* was approved by the Court. The *Stipulated Agreement* is available for review at [www.beaumontwatermaster.org](http://www.beaumontwatermaster.org).

This *Stipulated Agreement* established pumping rights among the two major classes of pumpers: overlying and appropriative. Overlying pumpers were assigned fixed rights with some flexibility to vary their maximum use during any five-year period. The safe yield established in the *Stipulated Agreement* is 8,650 acre-ft/yr. The total of the overlying producers' rights is equal to the safe yield. Collectively, the overlying pumpers produce substantially less than their aggregate rights. Appropriators' rights are stated as a percentage or fraction of water in the safe yield that is not used by the overlying pumpers. The *Stipulated Agreement* provides for the orderly transition of land use and associated water uses through

detailed provisions that require the assignment of rights from an overlying pumper to an appropriator when the appropriator provides service to the lands of the overlying pumper.

The *Stipulated Agreement* declares that there is a temporary surplus of water in the basin of 160,000 acre-ft. The temporary surplus can be used by the appropriators during the first ten years of the *Stipulated Agreement*. The appropriators will store the unused portion of the temporary surplus for use in subsequent years. The intent of removing the temporary surplus is to create additional evacuated storage space in the basin for use in storing supplemental water. The *Stipulated Agreement* gives control of the evacuated storage space in the basin and the overall management of storage to the Watermaster.

Exhibit A herein shows the projected allocation of the safe yield, the operating yield, the transition of overlying uses to appropriative uses for the overlayers that will convert, and the assignment of non-potable water for overlying rights. Table 1 shows the projected water rights from the Beaumont Basin for the appropriators through 2020; afterwards, the pumping rights should remain constant at 2020 values.

### **State Water Project Water**

The SGPWA has a Table "A" allocation of 17,300 acre-ft/yr of water from the State Water Project (SWP). The SGPWA, by agreement with the DWR and the San Bernardino Valley Municipal Water District (SBVMWD), is currently limited to importing 8,650 acre-ft/yr until the SGPWA and SBVMWD formally initiate the environmental documentation process for the next phase of the East Branch Extension (EBX2). The EBX will include pipelines and pump station improvements upstream of the SGPWA service area. Based on discussions with SGPWA staff, we have assumed that full deliveries of the SGPWA's Table "A" allocation will be available starting in 2011.

The DWR completed an assessment of the reliability of the SWP in 2002 and found that the SWP would be able to deliver an average of 72 percent of the contracted Table "A" allocation or about 12,500 acre-ft/yr and that the deliveries would range between about 19% and 82% or about 3,300 to 14,200 acre-ft/yr for the SGPWA. Recent updated estimates developed by the DWR suggest that the average reliability could be as low as 69 percent. For this analysis, we have assumed the average reliability to be 69 percent, which yields about 12,000 acre-ft/yr to the SGPWA. The SGPWA, in their planning, has determined that there will be surplus water in the Delta from time to time and that part of this surplus water (Article 21 water) could be purchased by the SGPWA and used to supplement their Table "A" allocation. The SGPWA has estimated that they could supplement their Table "A" allocation by 2,000 acre-ft/yr on average with this surplus water, yielding the SGPWA about 14,000 acre-ft/yr.

In addition to the SGPWA Table "A" allocation, the BCVWD and Banning are collecting fees from new development to purchase new Table "A" water. The BCVWD and Banning will provide these funds to the SGPWA who will then purchase the new water and make it available to the BCVWD and Banning. The BCVWD will require 9,500 acre-ft/yr of reliable supply and therefore plans to have the SGPWA purchase 13,800 acre-ft/yr of water (69 percent average reliability). Likewise, Banning will require 5,000 acre-ft/yr of reliable supply and therefore plans to have the SGPWA purchase 7,300 acre-ft/yr of water. In total, the BCVWD and Banning will provide funds to the SGPWA to purchase 21,100 acre-ft/yr of new Table "A" water, which will yield about 14,500 acre-ft/yr of supply on average. All of the BCVWD's and Banning's SWP water demands are assumed to come from this Table "A" enhancement.

the CWD's, the SMWC's, and the YVWD's demands for SWP water through the SGPWA are assumed to be met through the SGPWA's existing Table "A" and Article 21 water. In the out years, near 2030, there will not be enough of this water for these entities and they will need to secure additional supplemental water supplies. Shortfalls can also be satisfied by transfers from Beaumont Basin storage accounts.



### Recycled Water

Recycled water is produced by Banning, the City of Beaumont, and the YVWD. Banning, the BCVWD, the SMWC, and the YVWD have plans to reuse recycled water for irrigation uses and to supplement groundwater supplies through recharge. Most of the recycled water produced will be reused. The amounts of recycled water projected to be produced and used through 2030 are:

Year	Recycled Water Production (acre-feet)	Recycled Water Reuse (acre-feet)	Fraction of Recycled Water Reused
2005	4,800	0	0%
2010	10,300	6,300	61%
2015	15,000	9,500	63%
2020	17,700	10,300	58%
2025	20,000	11,400	57%
2030	22,300	13,400	60%

Some of the unused recycled water is discharged to San Timoteo Creek and the remainder is recharged in the Banning Basin. This unused recycled water is a valuable resource that may be put to use in the future to meet water demands in the SGPWA service area.

### BCVWD Water Supply Plan

Table 2 lists the water demands and sources of supply for the BCVWD sphere. This table also shows the amount of recycled water produced in the BCVWD service area and a projection of the water accounting that will occur under the *Stipulated Agreement*. Potable water demands are projected to grow from about 8,850 in 2005 to about 23,500 acre-ft/yr in 2030. Total water demand is projected to grow from about 8,850 acre-ft/yr in 2005 to about 30,500 acre-ft/yr in 2030—a compounded growth rate of 4.7 percent per year.

The BCVWD is investing in its future water supply plan to ensure that it will be able to meet demands in its service area for the next 25 years and beyond. The BCVWD currently uses two supply sources: groundwater from Beaumont Basin and Edgar Canyon. Beaumont Basin supplies are enhanced by the recharge of imported water and transfer of appropriator water. The BCVWD is developing new water sources, including Noble Creek recharge, urban stormwater recharge, the direct use of non-potable water, and the recharge of recycled water. The details of the BCVWD water supply plan can be found in *Beaumont Cherry Valley Water District, Final 2005 Urban Water Management Plan* (December 2005). The BCVWD has purchased imported water from the SGPWA through the SGPWA's existing Table "A" allocation and, as mentioned above, will provide funds to the SGPWA to purchase additional Table "A" water for its exclusive use.

The BCVWD water supply plan can meet future water demands through 2030 and beyond. In most years, the BCVWD will have a substantial surplus of water, which will allow them to store water in the Beaumont Basin.



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### **Banning Water Supply Plan**

Table 3 lists the water demands and the sources of supply for the Banning service area. This table also shows the amount of recycled water produced in the Banning service area and a projection of the water accounting that will occur under the *Stipulated Agreement*. Total water demand is projected to grow from about 9,280 acre-ft/yr in 2005 to about 24,600 acre-ft/yr in 2030—a compounded growth rate of about 4.0 percent per year.

Banning is investing in its future water supply plan to ensure that it will be able to meet demands in its service area for the next 25 years and beyond. Banning currently uses three supply sources: groundwater from the Beaumont Basin, Banning Canyon Basin, and Banning East-West Basins. In addition, Banning is developing new water sources, including new urban stormwater recharge in the Beaumont Basin, the direct use of recycled water, and the recharge of imported water. Banning is working with the Banning Heights Mutual Water Company and the SGPWA to optimize the development of water resources in the Banning area. The details of Banning's water supply plan can be found in its *2005 Urban Water Management Plan*. Banning is planning to purchase imported water from the SGPWA indirectly at spreading grounds in the Beaumont Basin and directly through the delivery of treated imported water from a treatment plant that will be jointly funded and owned by the BCVWD and Banning. Banning is planning to purchase imported water from the SGPWA through the SGPWA's existing Table "A" allocation in the early years and, as mentioned above, will provide funds to the SGPWA to purchase additional Table "A" water for its exclusive use.

The Banning water supply plan can meet future water demands through 2030 and beyond. In most years, Banning will have a substantial surplus of water, which will allow them to store water in the Beaumont Basin.

### **Cabazon Water District**

Table 4 lists the water demands and the sources of supply for the CWD service area. The CWD is not a party to the *Stipulated Agreement*. Total water demand is projected to grow from about 1,000 acre-ft/yr in 2005 to about 16,000 acre-ft/yr in 2025 and remain steady thereafter—a compounded growth rate of about 11.7 percent per year.

The CWD plans to rely entirely on local groundwater from the Cabazon Groundwater Basin area and a small spring for its local supplies. The CWD has no immediate plans to take imported water from the SGPWA.

The City of Banning, the Morongo Indians, and a bottled-water company also pump from the Cabazon Groundwater Basin area. Groundwater pumping in the Cabazon Groundwater Basin area could reach 20,000 acre-ft/yr when the CWD area reaches build out in 2025. For planning purposes, we have assumed that the CWD will limit its pumping to 6,000 acre-ft/yr and will import water for the remaining demand, up to 10,000 acre-ft/yr, from the SGPWA. We have also assumed, based on discussions with the CWD's engineer, that the CWD will not reuse its recycled water.

### **South Mesa Water Company**

Table 5 lists the water demands and the sources of supply for the SMWC service area. This table also shows a projection of the water accounting that will occur under the *Stipulated Agreement*. Total water demand is projected to grow from about 2,500 acre-ft/yr in 2005 to about 4,300 acre-ft/yr in 2030—a compounded growth rate of about 2.2 percent per year.

The SMWC is investing in its future water supply plan to ensure that it will be able to meet demands in its service area for the next 25 years and beyond. The SMWC currently uses two supply sources: groundwater from the Beaumont Basin and Calimesa Basin (a sub-basin of the Yucaipa-area Basins). The SMWC is planning to construct a treatment plant and take delivery of SWP water from the SGPWA. In the near future and beyond, the SMWC plans to rely on the Calimesa Basin, SWP water, and limited

reuse of recycled water. The details of the SMWC's water supply plan can be found in its *2005 Urban Water Management Plan*.

The SMWC water supply plan can meet future water demands through 2030 and beyond. In most years, the SMWC will have a substantial surplus of water, which will allow them to store water in the Beaumont Basin.

#### **YVWD Water Supply Plan**

Table 6 lists the water demands and the sources of supply for the area within the Riverside County portion of the YVWD service area. This table also shows the amount of recycled water produced in the YVWD service area and a projection of the water accounting that will occur under the *Stipulated Agreement*. Potable water demands are projected to grow from about 1,500 in 2005 to about 6,500 acre-ft/yr in 2030. Total water demand is projected to grow from about 1,500 acre-ft/yr in 2005 to about 10,300 acre-ft/yr in 2030—a compounded growth rate of about 8 percent.

The YVWD is investing in its future water supply plans to ensure that they will be able to meet demands in their service areas for the next 25 years. The YVWD currently pumps groundwater from the Beaumont Basin and the Calimesa Basin. The YVWD is developing new water sources for this area, including recycled and imported waters. The YVWD is constructing a filtration plant and planning to purchase State Project Water from the SGPWA through the SGPWA's existing Table "A" allocation and from San Bernardino Valley Municipal Water District.

The YVWD water supply plan can meet future water demands through 2030 and beyond. In most years, the YVWD will have a surplus of water, which will allow them to store water in the Beaumont Basin.

#### **AGGREGATE DEMANDS AND WATER SUPPLY**

Table 7 lists the aggregate water demands and water sources for the BCVWD, Banning, the CWD, the SMWC, and the Riverside County portion of the YVWD. Total demand is seen to increase from about 23,200 in 2005 to about 85,700 acre-ft/yr in 2030—an aggregate growth rate of about 5.2 percent.

Exclusive of water stored in the Beaumont Basin pursuant to the *Stipulated Agreement*, the total water supply available to the *investigation area* ranges from about 36,700 acre-ft/yr in 2005 to about 82,400 acre-ft/yr in 2030. The column labeled "Local Supplies" corresponds to groundwater supplies that were developed by the retail agencies. "Local Enhancements" is the new yield developed by the BCVWD Noble Creek Recharge Project and the recharge of new urban stormwater. The "Recycled Water Reuse" column corresponds to the direct reuse plans developed by the BCVWD, Banning, the SMWC, and the YVWD, and to the recycled water recharge program of the BCVWD. It was assumed that the SGPWA would maximize its allocation of Table "A" water and that the BCVWD, Banning, and the SGPWA would obtain additional imported water referred to herein as Table "A" Enhancement.

The temporary surplus is a separate part of the local supply until 2014 pursuant to the *Stipulated Agreement*. The unused portion of the temporary surplus that is stored in local storage accounts prior to 2014 will be used to meet local demands as part of the local groundwater supply after 2014. The aggregate supply exceeds aggregate demand from 2005 through 2025. The parties to the *Stipulated Agreement* will use water stored in the Beaumont Basin to meet their demands and no supply shortages are projected to occur through 2030. A key assumption is that the parties to the *Stipulated Agreement* will use water at the maximum rate at which it is available from the SGPWA every year, including the Table "A" enhancement water when it is available. In 2024, the demand for imported water will exceed the combined SGPWA original Table "A" allocation and the BCVWD and Banning Table "A" Enhancement with the deficit reaching about 2,000 acre-ft/yr by 2030. The SGPWA will need to purchase about 2,900 acre-ft/yr of new supplemental supplies and have this supply online in the early 2020s.

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With the exception of the SMWC and the CWD, water demands will continue to increase beyond 2030, and therefore additional supplemental water supplies beyond the Table "A" supplies suggested above will be required. These new supplemental supplies could include recycled and imported water. The Watermaster and the STWMA should carefully consider the findings of the forthcoming Resource Optimization Study (draft available in late October 2007) and implement its recommendations to maximize the use of local water resources and to maximize the reliability of SWP water.

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It has been our sincere pleasure to serve the Watermaster and the STWMA in this investigation. Please call me if you have any questions.

Sincerely,

**Wildermuth Environmental, Inc.**



Mark Wildermuth, MS, PE  
President/CEO

Encl.

cc STWMA Commissioners  
Joe Aklufi

**Table 1**  
**Projected Allocation of Pumping Rights per the 2004 Beaumont Basin**  
**Stipulated Agreement**  
(acre-ft)

Year <sup>1</sup>	Overlying Pumps		Appropriator Pumps				Total Rights Allocated
	Overlying Rights	Used by Overliers	BCVWD	YVWD	SMWC	Banning	Total
2004	8,650	4,251	6,802	2,173	1,996	5,029	16,000
2005	8,650	4,313	6,802	2,173	1,996	5,029	16,000
2006	8,650	4,074	6,802	2,173	1,996	5,029	16,000
2007	8,650	3,918	7,002	2,373	1,996	5,029	16,400
2008	8,650	3,918	7,044	2,565	1,996	5,029	16,634
2009	8,650	678	12,718	3,393	2,580	6,499	25,191
2010	8,650	678	12,785	3,593	2,587	6,517	25,483
2011	8,650	678	12,980	3,834	2,632	6,630	26,076
2012	8,650	678	12,867	3,977	2,587	6,516	25,947
2013	8,650	678	12,809	4,138	2,557	6,442	25,947
2014	8,650	678	5,566	1,824	432	1,088	8,909
2015	8,650	678	5,466	1,793	403	1,014	8,675
2016	8,650	678	5,366	1,761	373	940	8,441
2017	8,650	678	5,267	1,729	344	867	8,206
2018	8,650	678	5,167	1,697	315	793	7,972
2019	8,650	678	5,167	1,697	315	793	7,972
2020	8,650	678	5,167	1,697	315	793	7,972

<sup>1</sup> – Commencing in 2014, the temporary surplus is exhausted and the Appropriator Pumps are allocated unproduced overlying rights annually based on Exhibit C of the Stipulated Agreement. The projected allocation of pumping rights will not change significantly after 2018.



**Table 2**  
**Water Demand and Water Supply Plan for the Beaumont Cherry Valley Water District Service Area**  
(acre-feet)

Year <sup>1</sup>	Demands <sup>2,3</sup>			Supplies <sup>4</sup>										Total Supply						
	Potable	Non Potable	Total Demand	Recycled Water Production Available for Use	Rights Fee 2004 Adjustment <sup>5</sup>	Noble Creek Recharge Project <sup>6</sup>	New Urban Storm Water Recharge <sup>7</sup>	Recycled Water Recharge <sup>8</sup>	SWP Water Purchased for Recharge <sup>9</sup>	Appropriator Right for Water Transfer <sup>10</sup>	Total Additions to Pumping Right	Annual Production Right per 2004 Adjustment	Annual Production	Over (Under) Production	Potential Volume in BC/WD Storage Account <sup>7</sup>	Edgar Canyon	Direct Use of Non-potable Water			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
2006	11,801	0	11,801	2,118	6,802	0	200	0	3,500	0	3,700	10,502	9,252	(1,250)	1,331	2,549	0	0	0	11,801
2007	11,750	0	11,750	2,093	7,002	0	200	0	6,000	1,500	7,700	14,702	9,950	(4,752)	6,084	1,800	0	0	0	11,750
2008	12,180	5,440	17,620	2,308	7,044	0	200	0	11,440	0	11,640	18,684	15,820	(2,864)	8,948	1,800	0	0	0	17,620
2009	14,040	5,560	19,600	3,238	12,718	2,000	1,760	0	11,560	0	15,320	28,038	17,800	(10,238)	18,168	1,800	0	0	0	19,600
2010	15,900	6,400	22,300	4,168	12,785	2,000	1,760	968	6,000	0	10,728	23,513	14,100	(9,413)	28,599	1,800	3,200	3,200	6,400	22,300
2011	16,940	6,480	23,420	4,688	12,980	2,000	1,760	1,448	6,000	0	11,208	24,187	15,140	(9,047)	37,647	1,800	3,240	3,240	6,480	23,420
2012	17,880	6,560	24,540	5,208	12,887	2,000	1,760	1,828	6,000	0	11,688	24,555	16,180	(8,375)	46,021	1,800	3,280	3,280	6,560	24,540
2013	19,020	6,640	25,660	5,728	12,809	2,000	1,760	2,408	6,000	0	12,168	24,977	17,220	(7,757)	53,778	1,800	3,320	3,320	6,640	25,660
2014	20,060	6,720	26,780	6,248	5,566	2,000	1,760	2,888	6,000	0	12,648	18,214	18,260	46	53,732	1,800	3,360	3,360	6,720	26,780
2015	21,100	6,800	27,900	6,768	5,468	2,000	1,760	3,368	6,000	0	13,128	18,594	18,300	706	53,028	1,800	3,400	3,400	6,800	27,900
2016	21,340	6,840	28,180	6,888	5,368	2,000	1,760	3,468	6,000	0	13,228	18,594	18,540	946	52,080	1,800	3,420	3,420	6,840	28,180
2017	21,580	6,880	28,460	7,008	5,267	2,000	1,760	3,568	6,000	0	13,328	18,595	19,780	1,185	50,865	1,800	3,440	3,440	6,880	28,460
2018	21,820	6,920	28,740	7,128	5,167	2,000	1,760	3,668	6,000	0	13,428	18,595	20,020	1,425	49,470	1,800	3,460	3,460	6,920	28,740
2019	22,060	6,960	29,020	7,248	5,167	2,000	1,760	3,768	6,000	0	13,528	18,595	20,260	1,585	47,905	1,800	3,480	3,480	6,960	29,020
2020	22,300	7,000	29,300	7,368	5,167	2,000	1,760	3,868	6,000	0	13,628	18,795	20,500	1,705	46,200	1,800	3,500	3,500	7,000	29,300
2021	22,440	7,000	29,440	7,438	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	20,640	1,809	44,381	1,800	3,500	3,500	7,000	29,440
2022	22,580	7,000	29,580	7,508	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	20,780	1,849	42,442	1,800	3,500	3,500	7,000	29,580
2023	22,720	7,000	29,720	7,578	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	20,920	2,089	40,353	1,800	3,500	3,500	7,000	29,720
2024	22,860	7,000	29,860	7,648	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,060	2,229	38,124	1,800	3,500	3,500	7,000	29,860
2025	23,000	7,000	30,000	7,718	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,200	2,369	35,755	1,800	3,500	3,500	7,000	30,000
2026	23,100	7,000	30,100	7,768	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,300	2,469	33,286	1,800	3,500	3,500	7,000	30,100
2027	23,200	7,000	30,200	7,818	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,400	2,569	30,717	1,800	3,500	3,500	7,000	30,200
2028	23,300	7,000	30,300	7,868	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,500	2,669	28,048	1,800	3,500	3,500	7,000	30,300
2029	23,400	7,000	30,400	7,918	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,600	2,769	25,278	1,800	3,500	3,500	7,000	30,400
2030	23,500	7,000	30,500	7,968	5,167	2,000	1,760	3,904	6,000	0	13,684	18,831	21,700	2,869	22,411	1,800	3,500	3,500	7,000	30,500

1 - Calendar year.

2 - Demands and Supplies as per December 2005 Urban Water Management Plan with minor changes to reflect compliance with 2004 Basin Plan and Beaumont Basin Stipulated Agreement.

3 - Includes all production from BCWMD and excludes overlie pumps.

4 - Strict interpretation of the Beaumont Basin Application approved by the Court in 2004 and assumes that overlie will either be converted to non-potable supplies provided by BCWMD or that their demands will have been replaced by appropriate uses. See Table 4.

5 - Supply engineering estimate and credit to appropriator account is pending an application submitted to the Watermaster and subsequent investigation of the Watermaster. 200 acre-ft of recharge is from 4th Street Basin, which is owned by the City of Beaumont. The City will apply for credit to be applied to BCWMD's account.

6 - Assumes that recycled water will be available in 2008 and that 1 mgd of discharge to Coopers Creek will be maintained.

7 - Assumes that recycled water stored in BCWMD storage account is allowed to accrue and be available during shortage on SWP or for lease/assignment to other parties.

8 - Assumes that raw State Project Water from SGWPA Table "A" allocation will be used to supplement recycled water to meet non-potable demands.

**Table 3**  
**Water Demand and Water Supply Plan for the City of Banning Service Area**  
 (acre-ft/yr)

Year <sup>1</sup>	Demands <sup>2</sup>	Supplies <sup>2</sup>														Total Supply = (9)+(14)+(15) (16)+(17)	
		Recycled Water Production Available for Use	Rights Per 2004 Stipulated Agreement	New Urban Storm Water Recharge <sup>4</sup>	SWP Water Purchased for Recharge <sup>4</sup>	Appropriator Water Transfer	Annual Production Right per 2004 Adjudication	Annual Production	Over (Under) Production	Potential Volume in Banning Storage Account <sup>6</sup>	West	East	Total	Cabazon Storage Unit <sup>7</sup>	Banning Canyon <sup>7</sup>		Recycled Water
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10) = (9)-(8)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
2006	10,238	3,394	5,029	0	0	0	5,029	1,858	(3,171)	7,847	1,402	612	2,014	0	6,366	0	10,238
2007	10,570	3,560	5,029	0	0	1,500	6,529	2,929	(3,600)	11,447	944	787	1,731	0	5,911	0	10,570
2008	11,214	3,862	5,029	0	2,000		7,029	4,051	(2,977)	14,424	746	961	1,707	0	5,455	0	11,214
2009	11,857	4,204	6,499	0	3,000		9,499	3,124	(6,375)	20,800	548	1,136	1,684	2,050	5,000	0	11,857
2010	12,501	4,526	6,517	300	4,000		10,817	2,291	(8,526)	29,326	350	1,310	1,660	2,050	5,000	1,500	12,501
2011	13,105	4,828	6,630	300	5,000		11,930	2,835	(9,096)	38,421	350	1,310	1,660	2,050	5,000	1,560	13,105
2012	13,708	5,129	6,516	300	5,000		11,816	3,378	(8,438)	46,859	350	1,310	1,660	2,050	5,000	1,620	13,708
2013	14,311	5,431	6,442	300	5,000		11,742	3,921	(7,821)	54,680	350	1,310	1,660	2,050	5,000	1,680	14,311
2014	14,915	5,733	1,088	300	5,000		6,388	4,465	(1,923)	56,603	350	1,310	1,660	2,050	5,000	1,740	14,915
2015	15,518	6,034	1,014	300	5,000		6,314	5,008	(1,306)	57,909	350	1,310	1,660	2,050	5,000	1,800	15,518
2016	16,121	6,336	940	300	5,000		6,240	5,531	(709)	58,618	350	1,310	1,660	2,050	5,000	1,860	16,121
2017	16,725	6,638	867	300	5,000		6,167	6,055	(112)	58,729	350	1,310	1,660	2,050	5,000	1,960	16,725
2018	17,328	6,939	793	300	5,000		6,093	6,578	485	58,244	350	1,310	1,660	2,050	5,000	2,040	17,328
2019	17,932	7,241	793	300	5,000		6,093	7,102	1,009	57,236	350	1,310	1,660	2,050	5,000	2,120	17,932
2020	18,535	7,543	793	300	5,000		6,093	7,625	1,532	55,704	350	1,310	1,660	2,050	5,000	2,200	18,535
2021	19,138	7,844	793	300	5,000		6,093	8,198	2,075	53,628	350	1,310	1,660	2,050	5,000	2,260	19,138
2022	19,742	8,146	793	300	5,000		6,093	8,712	2,619	51,010	350	1,310	1,660	2,050	5,000	2,320	19,742
2023	20,345	8,448	793	300	5,000		6,093	9,255	3,162	47,847	350	1,310	1,660	2,050	5,000	2,380	20,345
2024	20,948	8,749	793	300	5,000		6,093	9,798	3,705	44,142	350	1,310	1,660	2,050	5,000	2,440	20,948
2025	21,552	9,051	793	300	5,000		6,093	10,342	4,249	39,893	350	1,310	1,660	2,050	5,000	2,500	21,552
2026	22,155	9,353	793	300	5,000		6,093	10,885	4,792	35,101	350	1,310	1,660	2,050	5,000	2,560	22,155
2027	22,759	9,654	793	300	5,000		6,093	11,429	5,336	29,765	350	1,310	1,660	2,050	5,000	2,620	22,759
2028	23,362	9,956	793	300	5,000		6,093	11,972	5,879	23,887	350	1,310	1,660	2,050	5,000	2,680	23,362
2029	23,965	10,258	793	300	5,000		6,093	12,515	6,422	17,464	350	1,310	1,660	2,050	5,000	2,740	23,965
2030	24,569	10,560	793	300	5,000		6,093	13,059	12,266	5,199	350	1,310	1,660	2,050	5,000	2,800	24,569

1 – Calendar year.

2 – Water Demands and Supplies adapted from City of Banning Urban Water Management Plan (2005).

3 – Strict interpretation of the Beaumont Basin Adjudication approved by the Court in 2004.

4 – Smith Creek Recharge Project. Represents engineering estimate and credit to appropriator account is pending an application submittal to the Watermaster and subsequent investigation by the Watermaster.

5 – Water will be either recharged in Beaumont Basin, served from a treatment plant, or some combination of both.

6 – Assumes that water stored in Banning storage account is allowed to accrue and be available during shortages on SWP or for lease/assignment to other parties.

7 – From Geoscience Report.

**Table 4**

**Water Demand and Water Supply Plan for the Cabazon Water District**  
(acre-ft/yr)

Year <sup>1</sup>	Demands <sup>2</sup>			Supplies <sup>2</sup>		
	Potable	Non Potable	Total	Imported SWP Water from SGPWA	Cabazon Groundwater Basin Area	Total Supply
(1)	(2)	(3)	(4) = (2)+(3)	(5)	(6)	(7) = (5)+(6)
2006	1,600	0	1,600	0	1,600	1,600
2007	2,200	0	2,200	0	2,200	2,200
2008	2,800	0	2,800	0	2,800	2,800
2009	3,400	0	3,400	0	3,400	3,400
2010	4,000	0	4,000	0	4,000	4,000
2011	4,800	0	4,800	0	4,800	4,800
2012	5,600	0	5,600	0	5,600	5,600
2013	6,400	0	6,400	400	6,000	6,400
2014	7,200	0	7,200	1,200	6,000	7,200
2015	8,000	0	8,000	2,000	6,000	8,000
2016	8,800	0	8,800	2,800	6,000	8,800
2017	9,600	0	9,600	3,600	6,000	9,600
2018	10,400	0	10,400	4,400	6,000	10,400
2019	11,200	0	11,200	5,200	6,000	11,200
2020	12,000	0	12,000	6,000	6,000	12,000
2021	12,800	0	12,800	6,800	6,000	12,800
2022	13,600	0	13,600	7,600	6,000	13,600
2023	14,400	0	14,400	8,400	6,000	14,400
2024	15,200	0	15,200	9,200	6,000	15,200
2025	16,000	0	16,000	10,000	6,000	16,000
2026	16,000	0	16,000	10,000	6,000	16,000
2027	16,000	0	16,000	10,000	6,000	16,000
2028	16,000	0	16,000	10,000	6,000	16,000
2029	16,000	0	16,000	10,000	6,000	16,000
2030	16,000	0	16,000	10,000	6,000	16,000

1 – Calendar year.

2 – Water Demands and Supplies from Krieger and Stewart (Engineers for CWD), November 2005.



**Table 5**  
**Water Demand and Water Supply Plan for the South Mesa Water Company**  
(acre-ft/yr)

Year <sup>1</sup>	Demands <sup>2</sup>			Supplies <sup>2</sup>										Total Supply
	Potable	Non Potable	Total	Recycled Water Production Available for Use	Beaumont Basin Rights and Production <sup>3</sup>				Imported SPW from SGPWA for Direct Potable Use	Non Potable Water Supply		Yucalpa Area Groundwater Basins		
					Rights per 2004 Adjudication	SMWC Beaumont Pumping for use in SGPWA Area <sup>4</sup>	Over (Under) Production	Appropriator Water Transfer		Potential Volume in SMWC Storage Account <sup>5</sup>	Imported SWP Water from SGPWA		Recycled Water	
(1)	(2)	(3)	(4) = (2)+(3)	(5)	(6)	(7) = (5)-(6)	(8)	(9)	(10)	(11)	(12)	(13)	(14) = (8)+(10)+(11)+(12)+(13)	
2006	2,548	0	2,548	0	1,996	645	0	0	4,225	0	0	1,903	2,548	
2007	2,596	0	2,596	0	1,996	600	(1,396)	(3,000)	2,621	0	0	1,996	2,596	
2008	2,644	0	2,644	0	1,996	600	(1,396)		4,017	0	0	2,044	2,644	
2009	2,892	0	2,892	0	2,580	600	(1,980)		5,997	0	0	2,092	2,892	
2010	2,740	0	2,740	0	2,587	600	(1,987)		7,984	0	0	2,140	2,740	
2011	2,810	22	2,832	0	2,632	600	(2,032)		10,016	0	22	2,210	2,832	
2012	2,880	44	2,924	0	2,587	600	(1,987)		12,003	0	44	2,280	2,924	
2013	2,950	66	3,016	0	2,557	600	(1,957)		13,960	0	66	2,350	3,016	
2014	3,020	88	3,108	0	432	315	(117)		14,077	0	88	2,705	3,108	
2015	3,090	110	3,200	0	403	315	(88)		14,165	1,120	110	1,655	3,200	
2016	3,155	117	3,272	0	373	315	(58)		14,223	1,120	117	1,720	3,272	
2017	3,220	124	3,344	0	344	315	(29)		14,252	1,120	124	1,785	3,344	
2018	3,285	131	3,416	0	315	315	0		14,252	1,120	131	1,850	3,416	
2019	3,350	138	3,488	0	315	315	0		14,251	1,120	138	1,915	3,488	
2020	3,415	145	3,560	0	315	315	0		14,251	1,120	145	1,980	3,560	
2021	3,474	154	3,628	0	315	315	0		14,251	1,232	154	1,927	3,628	
2022	3,533	163	3,696	0	315	315	0		14,251	1,344	163	1,874	3,696	
2023	3,592	172	3,764	0	315	315	0		14,251	1,456	172	1,821	3,764	
2024	3,651	181	3,832	0	315	315	0		14,250	1,568	181	1,768	3,832	
2025	3,710	190	3,900	0	315	315	0		14,250	1,680	190	1,715	3,900	
2026	3,779	201	3,980	0	315	315	0		14,250	1,792	201	1,672	3,980	
2027	3,848	212	4,060	0	315	315	0		14,250	1,904	212	1,629	4,060	
2028	3,918	222	4,140	0	315	315	0		14,250	2,016	222	1,587	4,140	
2029	3,987	233	4,220	0	315	315	0		14,249	2,128	233	1,544	4,220	
2030	4,056	244	4,300	0	315	315	0		14,249	2,240	244	1,501	4,300	

1 – Calendar year.  
2 – Water Demands and Supplies from SMWC 2005 Urban Water Management Plan prepared by Water Systems Consulting, August 2005.  
3 – Strict interpretation of the Beaumont Basin Adjudication approved by the Court in 2004.  
4 – Per direction from George Joritsma.  
5 – Assumes that water stored in SMWC storage account is allowed to accrue and be available during shortages on SWP or for lease/assignment to other parties.

**Table 6**  
**Water Demand and Water Supply Plan for the Yucaipa Water District Area in the SGPWA Service Area**  
 (acre-ft/yr)

Year <sup>1</sup>	Demand <sup>2</sup>			Supplies <sup>2</sup>										Yucaipa Area Groundwater Basins	Total Supply		
	Potable	Non Potable	Total	Beaumont Basin Rights and Production <sup>3</sup>							Imported SWP Water from SGPWA for Direct Potable Use	Non Potable Water					
				Recycled Water Production Available for Use	Rights Per 2004 Stipulated Agreement	SWP Water Purchased for Recharge	Annual Production Right per 2004 Adjudication	YVWD Beaumont Pumping for use in SGPWA Area <sup>4</sup>	YVWD Beaumont Pumping Exported from SGPWA Area <sup>4</sup>	Total		Over (Under) Production	Volume in YVWD Storage Account <sup>4</sup>			Imported SWP Water from SGPWA	Recycled Water
(1)	(2)	(3)	(4) = (2)+(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12) = (1)-(10)	(13)	(14)	(15)	(16)	(17)	(18) = (14)+(15)+(16)+(17)
2006	1,600	0	1,600	800	2,173	0	2,173	200	1,827	2,027	(146)	1,412	0	0	0	1,400	1,600
2007	1,400	300	1,700	700	2,373	0	2,373	300	2,000	2,300	(73)	1,485	400	100	200	700	1,700
2008	1,700	450	2,150	850	2,565	0	2,565	350	2,000	2,350	(215)	1,700	600	335	115	750	2,150
2009	2,000	600	2,600	1,000	3,393	0	3,393	400	2,000	2,400	(993)	2,693	800	450	150	800	2,600
2010	2,250	750	3,000	1,125	3,593	0	3,593	463	2,000	2,463	(1,130)	3,823	1,000	565	185	787	3,000
2011	2,500	900	3,400	1,250	3,834	0	3,834	463	2,000	2,463	(1,371)	5,195	1,100	675	225	937	3,400
2012	2,750	1,050	3,800	1,375	3,977	0	3,977	463	2,000	2,463	(1,514)	6,709	1,200	780	270	1,087	3,800
2013	3,000	1,200	4,200	1,500	4,138	0	4,138	463	2,000	2,463	(1,675)	8,384	1,300	900	300	1,237	4,200
2014	3,250	1,350	4,600	1,625	1,824	0	1,824	463	2,000	2,463	639	7,746	1,550	1,015	335	1,237	4,600
2015	3,500	1,500	5,000	1,750	1,793	0	1,793	463	2,000	2,463	670	7,075	1,800	1,125	375	1,237	5,000
2016	3,750	1,650	5,400	1,875	1,761	0	1,761	463	2,000	2,463	702	6,373	2,050	1,235	415	1,237	5,400
2017	4,000	1,800	5,800	2,000	1,729	0	1,729	463	2,000	2,463	734	5,639	2,300	1,350	450	1,237	5,800
2018	4,250	1,950	6,200	2,125	1,697	0	1,697	463	2,000	2,463	766	4,873	2,550	1,465	485	1,237	6,200
2019	4,500	2,100	6,600	2,250	1,697	0	1,697	463	2,000	2,463	766	4,107	2,800	1,575	525	1,237	6,600
2020	4,685	2,250	6,935	2,343	1,697	0	1,697	463	2,000	2,463	766	3,342	2,985	1,685	565	1,237	6,935
2021	4,870	2,400	7,270	2,435	1,697	0	1,697	463	2,000	2,463	766	2,576	3,170	1,800	600	1,237	7,270
2022	5,055	2,550	7,605	2,528	1,697	0	1,697	463	2,000	2,463	766	1,810	3,355	1,915	635	1,237	7,605
2023	5,240	2,700	7,940	2,620	1,697	0	1,697	463	2,000	2,463	766	1,044	3,540	2,025	675	1,237	7,940
2024	5,425	2,850	8,275	2,713	1,697	0	1,697	463	2,000	2,463	766	278	3,725	1,850	1,000	1,237	8,275
2025	5,610	3,000	8,610	2,805	1,697	488	2,185	463	2,000	2,463	278	0	3,910	1,665	1,335	1,237	8,610
2026	5,795	3,150	8,945	2,898	1,697	766	2,463	463	2,000	2,463	(0)	0	4,095	1,480	1,670	1,237	8,945
2027	5,980	3,300	9,280	2,990	1,697	766	2,463	463	2,000	2,463	(0)	0	4,280	1,295	2,005	1,237	9,280
2028	6,165	3,450	9,615	3,083	1,697	766	2,463	463	2,000	2,463	(0)	0	4,465	1,110	2,340	1,237	9,615
2029	6,350	3,600	9,950	3,175	1,697	766	2,463	463	2,000	2,463	(0)	0	4,650	925	2,675	1,237	9,950
2030	6,535	3,750	10,285	3,268	1,697	766	2,463	463	2,000	2,463	(0)	0	4,750	825	2,925	1,322	10,285

1 – Calendar year.

2 – Water Demands and Supplies from YVWD projections supplied by Joe Zoba on January 19, 2007.

3 – Strict interpretation of the Beaumont Basin Adjudication approved by the Court in 2004 and assumes that overflows will either be converted to non-potable supplies provided by YVWD or that their demands will have been replaced by appropriate uses

4 – Assumes that YVWD will pump about 500 acre-ft/yr from the Beaumont Basin for use in SGPWA service area and will pump 2000 acre-ft/yr from the Beaumont Basin for export from the SGPWA to SBVMD service area.

5 – Assumes that water stored in YVWD storage account is allowed to accrue and be available during shortages on SWP or for lease/assignment to other parties.



**Table 7**  
**BCVWD, Banning, CWD, SMWC and YVWD\* Demand and Water Supply Summary**  
(acre-ft)

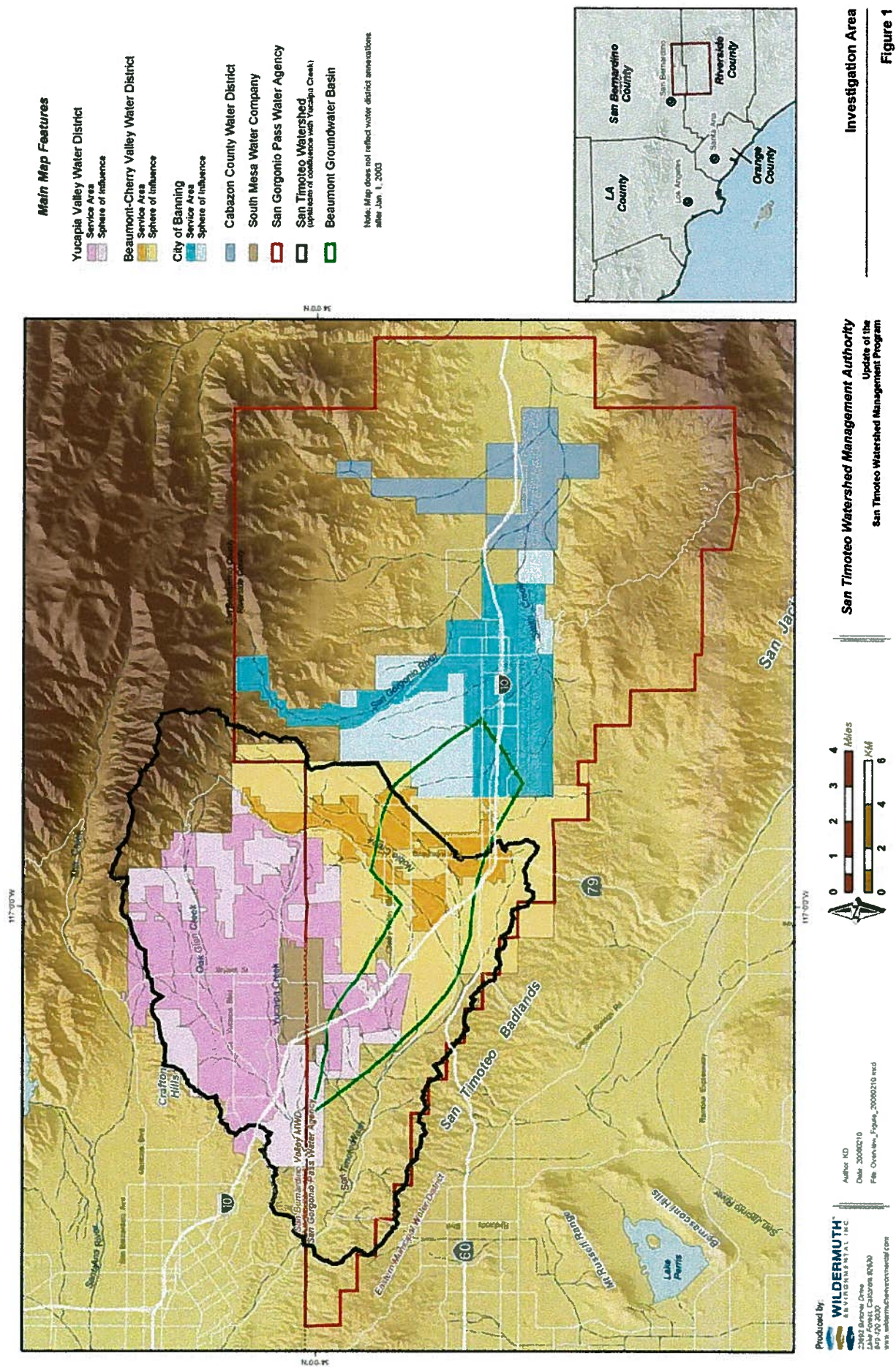
Year	Total Demand	Supplies Available to the Major Water Suppliers in the SGPWA*											Surplus (Shortage)	Stored Water in the Basement Basins					
		Basement Basin¹	Edgar Canyon	Banning Storage Unit	Local Supplies	Cubazon Storage Unit	Yucca Area Groundwater Basins	Total	BCVWD Nucle Creek Recharge Project	Other New Stormwater Recharge in Basement Basins	New Returns from Use² to Groundwater	Total			Direct Use	Recharge	SGPWA³ Original Table "A,"¹	Imported SWP Water BCVWD, Banning & SGPWA Table "A" Enhancement⁴	Total Imported State Project Water
2008	27,700	20,313	2,549	2,014	6,396	1,000	3,303	36,146	0	200	450	860	0	0	4,700	0	4,700	41,485	13,795
2007	26,900	20,474	1,800	1,731	5,911	2,200	2,996	34,511	0	200	800	800	200	0	6,000	0	6,000	21,838	12,911
2006	36,400	20,952	1,800	1,707	5,455	2,800	2,794	35,109	0	200	1,336	1,736	115	0	8,300	0	8,300	45,281	8,861
2009	40,200	29,109	1,800	1,884	5,000	5,450	2,962	45,534	2,000	1,790	2,013	5,773	0	150	9,700	0	9,700	61,557	21,357
2010	44,500	28,161	1,800	1,890	5,000	6,050	2,927	43,598	2,000	2,060	2,560	6,610	4,865	968	11,100	0	11,100	67,161	68,733
2011	47,500	28,754	1,800	1,890	5,000	6,850	3,147	45,211	2,000	2,090	2,925	6,985	5,047	1,448	14,000	0	14,000	72,061	25,191
2012	50,500	28,625	1,800	1,890	5,000	7,650	3,367	46,102	2,000	2,060	3,300	7,390	5,214	1,928	14,000	21,100	35,100	85,703	45,203
2013	53,600	28,625	1,800	1,890	5,000	8,050	3,587	46,722	2,000	2,060	3,898	7,748	5,396	2,405	14,000	21,100	35,100	87,343	43,743
2014	56,800	28,625	1,800	1,890	5,000	8,050	3,842	47,564	2,000	2,060	4,083	8,123	5,522	2,888	14,000	21,100	35,100	87,673	43,063
2015	59,800	28,625	1,800	1,890	5,000	8,050	4,097	48,406	2,000	2,060	4,438	8,468	5,865	3,368	14,000	21,100	35,100	87,673	43,063
2016	61,800	28,625	1,800	1,890	5,000	8,050	4,352	49,248	2,000	2,060	4,713	8,773	6,085	3,682	14,000	21,100	35,100	87,673	43,063
2017	63,800	28,625	1,800	1,890	5,000	8,050	4,607	50,090	2,000	2,060	4,975	9,095	6,374	3,968	14,000	21,100	35,100	87,673	43,063
2018	66,000	28,625	1,800	1,890	5,000	8,050	4,862	50,932	2,000	2,060	5,238	9,298	6,616	3,688	14,000	21,100	35,100	87,673	43,063
2019	68,200	28,625	1,800	1,890	5,000	8,050	5,117	51,774	2,000	2,060	5,513	9,573	6,823	3,788	14,000	21,100	35,100	87,673	43,063
2020	70,300	28,625	1,800	1,890	5,000	8,050	5,372	52,616	2,000	2,060	5,775	9,835	6,419	3,968	14,000	21,100	35,100	87,673	43,063
2021	72,300	28,625	1,800	1,890	5,000	8,050	5,627	53,458	2,000	2,060	6,013	10,073	6,514	3,904	14,000	21,100	35,100	87,673	43,063
2022	74,300	28,625	1,800	1,890	5,000	8,050	5,882	54,300	2,000	2,060	6,263	10,323	6,818	3,904	14,000	21,100	35,100	87,673	43,063
2023	76,300	28,625	1,800	1,890	5,000	8,050	6,137	55,142	2,000	2,060	6,500	10,560	6,727	3,904	14,000	21,100	35,100	87,673	43,063
2024	78,300	28,625	1,800	1,890	5,000	8,050	6,392	55,984	2,000	2,060	6,750	10,810	7,121	3,904	14,000	21,100	35,100	87,673	43,063
2025	80,300	28,625	1,800	1,890	5,000	8,050	6,647	56,826	2,000	2,060	7,000	11,060	7,325	3,904	14,000	21,100	35,100	87,673	43,063
2026	82,300	28,625	1,800	1,890	5,000	8,050	6,902	57,668	2,000	2,060	7,138	11,198	7,893	3,904	14,000	21,100	35,100	87,673	43,063
2027	84,400	28,625	1,800	1,890	5,000	8,050	7,157	58,510	2,000	2,060	7,288	11,348	8,337	3,904	14,000	21,100	35,100	87,673	43,063
2028	86,400	28,625	1,800	1,890	5,000	8,050	7,412	59,352	2,000	2,060	7,413	11,473	8,742	3,904	14,000	21,100	35,100	87,673	43,063
2029	88,400	28,625	1,800	1,890	5,000	8,050	7,667	60,194	2,000	2,060	7,563	11,623	9,148	3,904	14,000	21,100	35,100	87,673	43,063
2030	90,700	28,625	1,800	1,890	5,000	8,050	7,922	61,036	2,000	2,060	7,700	11,700	9,499	3,904	14,000	21,100	35,100	87,673	43,063

\* - Part of YVWD in San Geronimo Peak Water Agency service area.

- 1 - Calendar year.
- 2 - Includes 8,650 acre-ft of sale yield plus temporary surplus of 18,000 acre-ft that is available through 2013.
- 3 - Equal to 12.5 percent of water stored after 2005 and available for irrigation returns from use.
- 4 - Available supply per left Davis of SGPWA, assumed to be 68 percent of the estimated Table "A" (68 \* 17,300 = 11,764) plus an average 2,000 acre-ft of SPW purchased under other available programs.
- 5 - SGPWA will purchase 10,300 acre-ft of new Table A for BCVWD yielding 7,100 acre-ft at 69 percent reliability, and 13,500 acre-ft of new Table A for Banning yielding 9,300 acre-ft at 69 percent reliability.

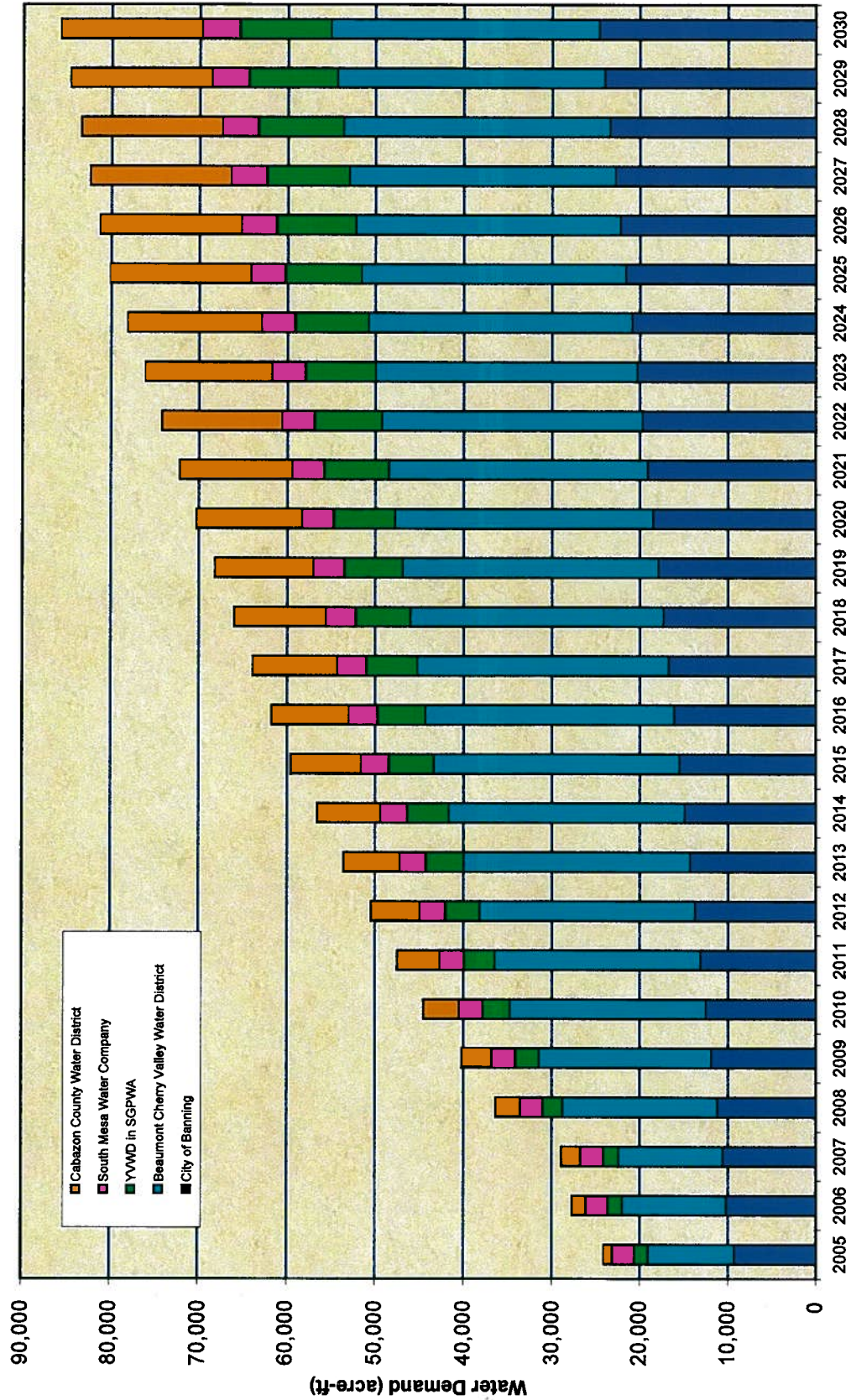
11,937



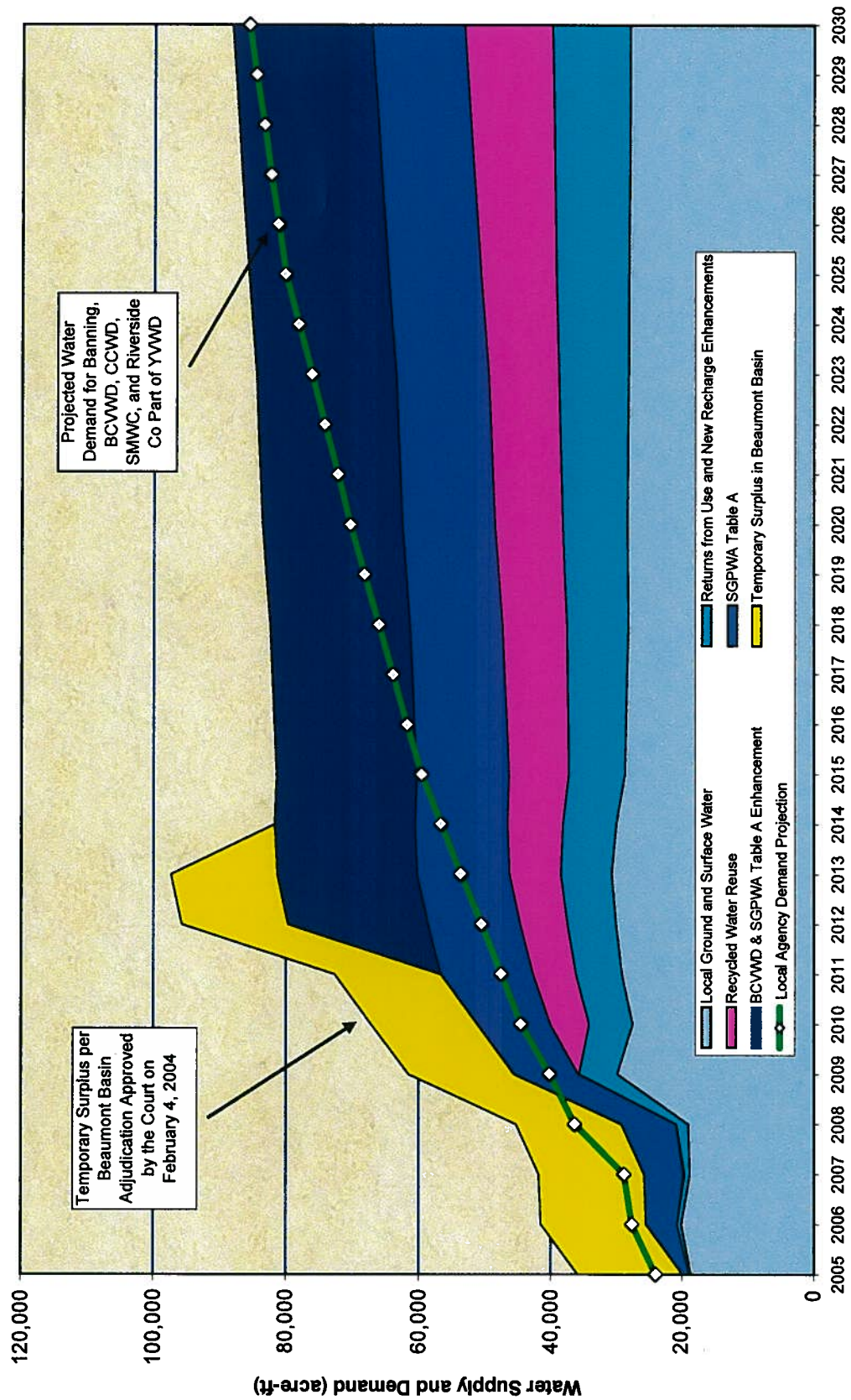




**Figure 2 – Projected Water Demands for Banning, BCVWD, YVWD, SMWC and CCWD  
Based on Planning Information Provided by the Retail Agencies**



**Figure 3 – Projected Water Supply Plan and Demand for Banning, the BCVWD, the SMWC, and Riverside County Part of the YVWD Based on Planning Information Provided by these Retail Agencies**



20070724 Consolidated Water Demand and Supply Plan.xls – Figure 3

## **EXHIBIT A**



Year	Sunny-Cal Egg and Poultry Company <sup>1,2</sup>									
	Overlying Right	Used	Unused	Direct Use by BCVWD	Distribution of Users				Total to BCVWD	Total Transferred
					BCVWD 42.51%	YVWD 13.58%	SMWC 12.48%	Banning 31.43%		
2004	1,784	452	1,332	0	566	181	166	419	566	0
2005	1,784	452	1,332	0	566	181	166	419	566	0
2006	1,784	0	1,784	0	758	242	223	561	758	0
2007	1,784	0	1,784	0	758	242	223	561	758	0
2008	1,784	0	1,784	0	758	242	223	561	758	0
2009	1,784	0	1,784	493	549	175	161	406	1,042	1,825
2010	1,784	0	1,784	493	549	175	161	406	1,042	1,825
2011	1,784	0	1,784	493	549	175	161	406	1,042	2,277
2012	1,784	0	1,784	493	549	175	161	406	1,042	2,277
2013	1,784	0	1,784	493	549	175	161	406	1,042	2,277
2014	1,784	0	1,784	493	549	175	161	406	1,042	1,784
2015	1,784	0	1,784	493	549	175	161	406	1,042	1,784
2016	1,784	0	1,784	493	549	175	161	406	1,042	1,784
2017	1,784	0	1,784	493	549	175	161	406	1,042	1,784
2018	1,784	0	1,784	493	549	175	161	406	1,042	1,784

1 – Unused rights are not transferred until after preceding five year period; direct use is transferred the same year.

2 – Assumes area served by BCVWD in 2009.

Year	California Oak Valley Golf and Resort LLC <sup>1</sup>								
	Overlying Right	Used	Unused	Direct Use by BCVWD	Distribution of Users			Total to BCVWD	Total Transferred
					BCVWD 42.51%	YVWD 13.58%	SMWC 12.48%		
2004	950	1,230	-280	0	0	0	0	0	0
2005	950	1,350	-400	0	0	0	0	0	0
2006	950	1,470	-520	0	0	0	0	0	0
2007	950	1,350	-400	0	0	0	0	0	0
2008	950	1,350	-400	0	0	0	0	0	0
2009	950	0	950	950	0	0	0	0	950
2010	950	0	950	950	0	0	0	0	950
2011	950	0	950	950	0	0	0	0	950
2012	950	0	950	950	0	0	0	0	950
2013	950	0	950	950	0	0	0	0	950
2014	950	0	950	950	0	0	0	0	950
2015	950	0	950	950	0	0	0	0	950
2016	950	0	950	950	0	0	0	0	950
2017	950	0	950	950	0	0	0	0	950
2018	950	0	950	950	0	0	0	0	950

<sup>1</sup> – Unused rights are not transferred until after preceding five year period; direct use is transferred the same year.

Year	Oak Valley Partners <sup>1</sup>											
	Overlying Right	Used	Unused	Direct Use by YVWD 75.00%	Direct Use by BCVWD 25.00%	Distribution of Users				Total to YVWD	Total to BCVWD	Total Transferred
						BCVWD 42.51%	YVWD 13.58%	SMWC 12.48%	Banning 31.43%			
2004	1,806	500	1,306	0		555	177	163	410	177	555	0
2005	1,806	400	1,406	0		598	191	175	442	191	598	0
2006	1,806	480	1,326	0		564	180	165	417	180	564	0
2007	1,806	500	1,306	200	200	385	123	113	285	323	585	400
2008	1,806	500	1,306	392	242	286	91	84	211	484	527	634
2009	1,806	0	1,806	585	284	399	127	117	295	712	682	2,175
2010	1,806	0	1,806	777	326	299	95	88	221	873	625	2,509
2011	1,806	0	1,806	970	368	199	64	58	147	1,033	567	2,663
2012	1,806	0	1,806	1,162	410	100	32	29	74	1,194	509	2,478
2013	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	2,478
2014	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	2,743
2015	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	2,509
2016	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	2,275
2017	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	2,040
2018	1,806	0	1,806	1,355	452	0	0	0	0	1,355	452	1,806

1 – Unused rights are not transferred until after preceding five year period; direct use is transferred the same year.

Year	So. California Professional Golf Association <sup>1</sup>									
	Overlying Right	Used	Unused	Direct Use by BCVWD	Distribution of Users				Total to BCVWD	Total Transferred
					BCVWD 42.51%	YVWD 13.58%	SMWC 12.48%	Banning 31.43%		
2004	2,200	1,410	790	0	336	107	99	248	336	0
2005	2,200	1,470	730	0	310	99	91	229	310	0
2006	2,200	1,390	810	0	344	110	101	255	344	0
2007	2,200	1,390	810	0	344	110	101	255	344	0
2008	2,200	1,390	810	0	344	110	101	255	344	0
2009	2,200	0	2,200	2,200	0	0	0	0	2,200	2,990
2010	2,200	0	2,200	2,200	0	0	0	0	2,200	2,930
2011	2,200	0	2,200	2,200	0	0	0	0	2,200	3,010
2012	2,200	0	2,200	2,200	0	0	0	0	2,200	3,010
2013	2,200	0	2,200	2,200	0	0	0	0	2,200	3,010
2014	2,200	0	2,200	2,200	0	0	0	0	2,200	2,200
2015	2,200	0	2,200	2,200	0	0	0	0	2,200	2,200
2016	2,200	0	2,200	2,200	0	0	0	0	2,200	2,200
2017	2,200	0	2,200	2,200	0	0	0	0	2,200	2,200
2018	2,200	0	2,200	2,200	0	0	0	0	2,200	2,200

<sup>1</sup> – Unused rights are not transferred until after preceding five year period; direct use is transferred the same year.

Year	Minor Overliers <sup>1</sup>							Total Transferred
	Overlying Right	Used	Unused	Distribution of Users			Banning 31.43%	
				BC\VD 42.51%	YV\VD 13.58%	SMWC 12.48%		
2004	1,910	659	1,251	532	170	156	393	0
2005	1,910	641	1,269	540	172	158	399	0
2006	1,910	734	1,176	500	160	147	370	0
2007	1,910	678	1,232	524	167	154	387	0
2008	1,910	678	1,232	524	167	154	387	0
2009	1,910	678	1,232	524	167	154	387	1,251
2010	1,910	678	1,232	524	167	154	387	1,269
2011	1,910	678	1,232	524	167	154	387	1,176
2012	1,910	678	1,232	524	167	154	387	1,232
2013	1,910	678	1,232	524	167	154	387	1,232
2014	1,910	678	1,232	524	167	154	387	1,232
2015	1,910	678	1,232	524	167	154	387	1,232
2016	1,910	678	1,232	524	167	154	387	1,232
2017	1,910	678	1,232	524	167	154	387	1,232
2018	1,910	678	1,232	524	167	154	387	1,232

1 – Unused rights are not transferred until after preceding five year period; direct use is transferred the same year.

# **Beaumont Basin Watermaster**

## **Task Orders Issued Pursuant to approval of 2008/2009 Fiscal Year Budget**

<b>Task Order Number</b>	<b>Description</b>	<b>Amount</b>	<b>Issued to</b>
<b>W-2008-01</b>	<b>Watermaster Process meetings ad related support</b>	<b>\$7,500</b>	<b>Wildermuth Environmental Inc.</b>
<b>W-2008-02</b>	<b>Biennial Engineers Report Combined with Annual report</b>	<b>\$55,000</b>	<b>Wildermuth Environmental Inc.</b>
<b>W-2008-03</b>	<b>General Engineering</b>	<b>\$25,000</b>	<b>Wildermuth Environmental Inc.</b>
<b>W-2008-04</b>	<b>Special Groundwater Monitoring Program</b>	<b>\$16,000</b>	<b>Wildermuth Environmental Inc.</b>
<b>W-2008-05</b>	<b>Subsidence Monitoring Program</b>	<b>\$37,000</b>	<b>Wildermuth Environmental Inc.</b>
<b>W-2008-06</b>	<b>Develop Methodology and Rules and Regulations to estimate and assign new Storm Water Recharge</b>	<b>\$15,000</b>	<b>Wildermuth Environmental Inc.</b>

**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_

**Task Order No. :** W2008-01

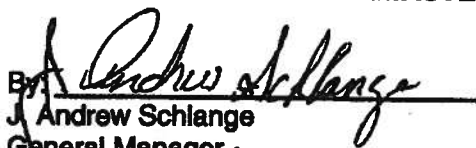
**Task Order Title:** Watermaster Process Meetings and Related Support

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":


1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$7,500.

**IN WITNESS WHEREOF,** the parties have executed this Task Order on the date indicated below.

**OWNER:  
BEAUMONT BASIN WATERMASTER**

By:   
J. Andrew Schlange  
General Manager  
Dated: 7/1/08

**CONTRACTOR:  
WILDERMUTH ENVIRONMENTAL, INC.**

By:   
Mark J. Wildermuth  
Chairman  
Dated: 7/1/08

<b>Budget Approved for this task order by the Beaumont Basin Watermaster is \$7,500</b>
---



**Exhibit "A"**  
**Scope of Work and Deliverables**

**Watermaster Process Meetings and Related Support**

**Scope of Work**

Preparation and attendance at formal and informal Watermaster meetings at the direction of the Chief of Watermaster Services.

**Deliverables**

As requested by the Chief of Watermaster Services.

**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_

**Task Order No. :** W2008-02

**Task Order Title:** Biennial Engineer's Report Combined with Acquisition/Computation of Production and Data, Coordination of Replenishment Activities, Annual Report

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$55,000.

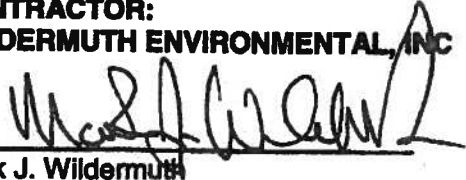
**IN WITNESS WHEREOF,** the parties have executed this Task Order on the date indicated below.

**OWNER:  
BEAUMONT BASIN WATERMASTER**

By:   
J. Andrew Schlange  
General Manager

Dated: 7/1/08

**CONTRACTOR:  
WILDERMUTH ENVIRONMENTAL, INC**

By:   
Mark J. Wildermuth  
Chairman

Dated: 7/1/08

**Budget Approved for this task order by the  
Beaumont Basin Watermaster is \$55,000**

---

**Exhibit "A"**  
**Scope of Work and Deliverables**

**Biennial Engineer's Report Combined with Acquisition/Computation of  
Production and Data, Coordination of Replenishment Activities, Annual Report**

**Scope of Work**

- Task 1 Collect, Compile and Review Reports and Data
- Task 2 Describe GWL and Storage Time History
- Task 3 Acquire Pumping and Recharge Estimates from Parties with Meters
- Task 4 Estimate Pumping from Parties with Unmetered Wells
- Task 5 Describe Pumping and Recharge Time History
- Task 6 Estimate Safe Yield
- Task 7 Characterize Groundwater Quality
- Task 8 Prepare Draft Report and Submit to the Parties
- Task 9 Prepare Final Report

**Deliverables**

- 1. 20 copies of the 2008 Draft Report by November 30, 2008
- 2. 20 copies of the Final Report by January 31, 2009
- 3. Draft and Final Reports posted to the Watermaster web site on their due dates

**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_  
**Task Order No. :** W2008-03  
**Task Order Title:** General Engineering

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$25,000.

**IN WITNESS WHEREOF,** the parties have executed this Task Order on the date indicated below.

**OWNER:**  
**BEAUMONT BASIN WATERMASTER**

By:   
J. Andrew Schlange  
General Manager

Dated: 7/24/08

**CONTRACTOR:**  
**WILDERMUTH ENVIRONMENTAL, INC**

By: \_\_\_\_\_  
Mark J. Wildermuth  
Chairman

Dated: \_\_\_\_\_

<b>Budget Approved for this task order by the Beaumont Basin Watermaster is \$25,000</b>
--

**Exhibit "A"**  
**Scope of Work and Deliverables**

**General Engineering**

**Scope of Work**

Provide as needed services at the direction of the Chief of Watermaster Services that may include attendance at meetings, presentations, research, and miscellaneous technical assignments.

**Deliverables**

As directed by the Chief of Watermaster Services.

**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_

**Task Order No. :** W2008-04

**Task Order Title:** Special GW Level Monitoring Program

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$16,000.

**IN WITNESS WHEREOF**, the parties have executed this Task Order on the date indicated below.

**OWNER:  
BEAUMONT BASIN WATERMASTER**

By: J. Andrew Schlange  
J. Andrew Schlange  
General Manager

Dated: 7/1/08

**CONTRACTOR:  
WILDERMUTH ENVIRONMENTAL, INC.**

By: Mark J. Wildermuth  
Mark J. Wildermuth  
Chairman

Dated: 7/1/08

<b>Budget Approved for this task order by the Beaumont Basin Watermaster is \$16,000</b>
--

**Exhibit "A"**  
**Scope of Work and Deliverables**  
**Special GW Level Monitoring Program**

**Scope of Work**

- Task 1 Visit Monitor Well Sites Quarterly to Download Data and Service Transducer
- Task 2 Acquire GWL Data From Cooperators
- Task 3 Revise Relational Database for Beaumont Basin

**Deliverables**

- 1. Update the STWMA / Watermaster relational database
- 2. Periodically provide graphical updates on the Watermaster web site



**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_

**Task Order No. :** W2008-05

**Task Order Title:** Subsidence Monitoring Program

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$37,000.

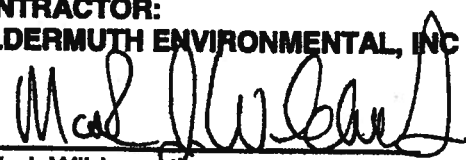
**IN WITNESS WHEREOF,** the parties have executed this Task Order on the date indicated below.

**OWNER:  
BEAUMONT BASIN WATERMASTER**

By:   
J. Andrew Schlange  
General Manager

Dated: 7/01/08

**CONTRACTOR:  
WILDERMUTH ENVIRONMENTAL, INC**

By:   
Mark J. Wildermuth  
Chairman

Dated: 7/1/08

<b>Budget Approved for this task order by the Beaumont Basin Watermaster is \$37,000</b>
--

**Exhibit "A"**  
**Scope of Work and Deliverables**  
**Subsidence Monitoring Program**

**Scope of Work**

- Task 1 Coordinate and Acquire Survey Contractor
- Task 2 Conduct Survey
- Task 3 Prepare Letter Report

**Deliverables**

1. Report from surveyor in hard copy and shape files
2. Letter Report and subsidence maps

**BEAUMONT BASIN WATERMASTER  
INDEPENDENT CONTRACTOR TASK ORDER**

**Account No.:** \_\_\_\_\_

**Task Order No. :** W2008-06

**Task Order Title:** Develop Methodology and R&R to Estimate and Assign New Storm water Recharge

**THIS TASK ORDER** is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$15,000.

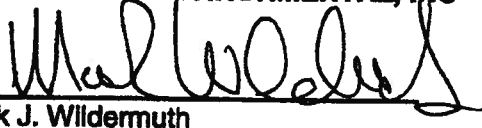
**IN WITNESS WHEREOF,** the parties have executed this Task Order on the date indicated below.

**OWNER:  
BEAUMONT BASIN WATERMASTER**

By:   
J. Andrew Schlange  
General Manager

Dated: 7/01/08

**CONTRACTOR:  
WILDERMUTH ENVIRONMENTAL, INC**

By:   
Mark J. Wildermuth  
Chairman

Dated: 7/1/08

**Budget Approved for this task order by the  
Beaumont Basin Watermaster is \$15,000**

**Exhibit "A"**  
**Scope of Work and Deliverables**

**Develop Methodology and R&R to Estimate and**  
**Assign New Storm water Recharge**

**Scope of Work**

- Task 1 Articulate Alternative Methods
- Task 2 Conduct Workshop to Present Methods
- Task 3 Finalize Method (s)

**Deliverables**

1. Letter Report on Methodologies
2. Workshop and workshop materials
3. Final Letter Report documenting methods considered, stakeholder input and recommended methodology

# Beaumont Basin Watermaster

560 Magnolia Avenue  
Beaumont, CA 92223  
www.beaumontwatermaster.com

Office (951) 845-9581  
Mobile (760) 574-6236  
Email Jasa921@aol.com

**To: Beaumont Basin Watermaster**

**From: J. Andrew Schlange, Chief of Watermaster Services**

**Date: September 9, 2008**

**Subject: Proposed Rule and Regulation 7.8 entitled "Availability of Unused Overlying Production and Allocation to the Appropriator Parties"**

---

## **Background**

The Proposed Rule and Regulation 7.8 has been reviewed and discussed at Watermaster meetings on May 27 and June 10, 2008.

Comments and concerns have been received from Paeter Garcia from Best Best and Krieger relative to this matter. Staff and legal Counsel have satisfied Mr. Garcia's concerns and are now ready to proceed with Watermaster approval to implement Proposed Rule and Regulation 7.8.

The effective date of the initial <sup>ALLOCATION</sup> transfer of available Unused Overlying production and allocation to the appropriator parties will be February 4, 2009.

## **Recommendation**

Staff respectfully recommends that Watermaster approve Rule Number 7.8 and authorize staff to allocate the unused Overlying Production to each appropriator in accordance with their percentage of basin yield as set forth in Exhibit C of the Judgment; Such <sup>ALLOCATION</sup> transfer to take place on or after February 4, 2009.

Respectfully,

J. Andrew Schlange

*Thacker  
Bridger*

## Rules and Regulations of the Beaumont Basin Watermaster

- 7.8 **Availability of Unused Overlying Production and Allocation to the Appropriator Parties.** Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an overlying party to the Judgment does not exceed five times the share of safe yield assigned to the overlying party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such overlying party pursuant to its rights under the Judgment shall be available for allocation to the appropriator parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the overlying parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the transfer process anticipated in the Judgment.

Allocation

Available Overlying Production in Fiscal	Unused Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04		2008/09
2004/05		2009/10
2005/06		2010/11
2006/07		2011/12
2007/08		2012/13
2008/09		2013/14
2009/10		2014/15
2010/11		2015/16
2011/12		2016/17
2012/13		2017/18

Groundwater not produced by the overlying parties in accordance with their rights under the Judgment and determined to be available for allocation to the appropriator parties pursuant hereto may be utilized by the appropriator parties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the overlying parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the overlying parties or be deemed or construed as a transfer, assignment, forfeiture or abandonment of any overlying rights under the Judgment.



**SANTA ANA WATERSHED PROJECT AUTHORITY**  
**11615 Sterling Avenue, Riverside, CA 92503-4979 (951) 354-4220**

**August 27, 2008**

**Dave Dillon, City of Beaumont  
Chris Diggs, City of Redlands  
Max Rasouli, City of Riverside  
Eldon Horst, Jurupa CSD  
Andy Schlange, STWMA**

**Cordell Chavez, City of Corona  
Chandra Johannesson, City of Riverside  
Ted Eich, Elsinore Valley MWD  
Jeff Pape, Lee Lake Water District  
Anthony Araiza, West Valley WD**

**ENCLOSURE:      Recomputation of Ambient Water Quality in the Santa Ana  
River Watershed for the Period 1987 to 2006 Final Technical  
Memorandum**

**DOCUMENT TRANSMITTAL**

- |  |  |
|--|--|
| <b>(X) For your information</b>        | <b>( ) Originals in need of signature</b>              |
| <b>( ) Enclosure as requested</b>      | <b>( ) Completely executed original for your files</b> |
| <b>( ) Please read</b>                 | <b>( ) Returned to you with corrections</b>            |
| <b>( ) A draft document for review</b> | <b>(X) For your files</b>                              |

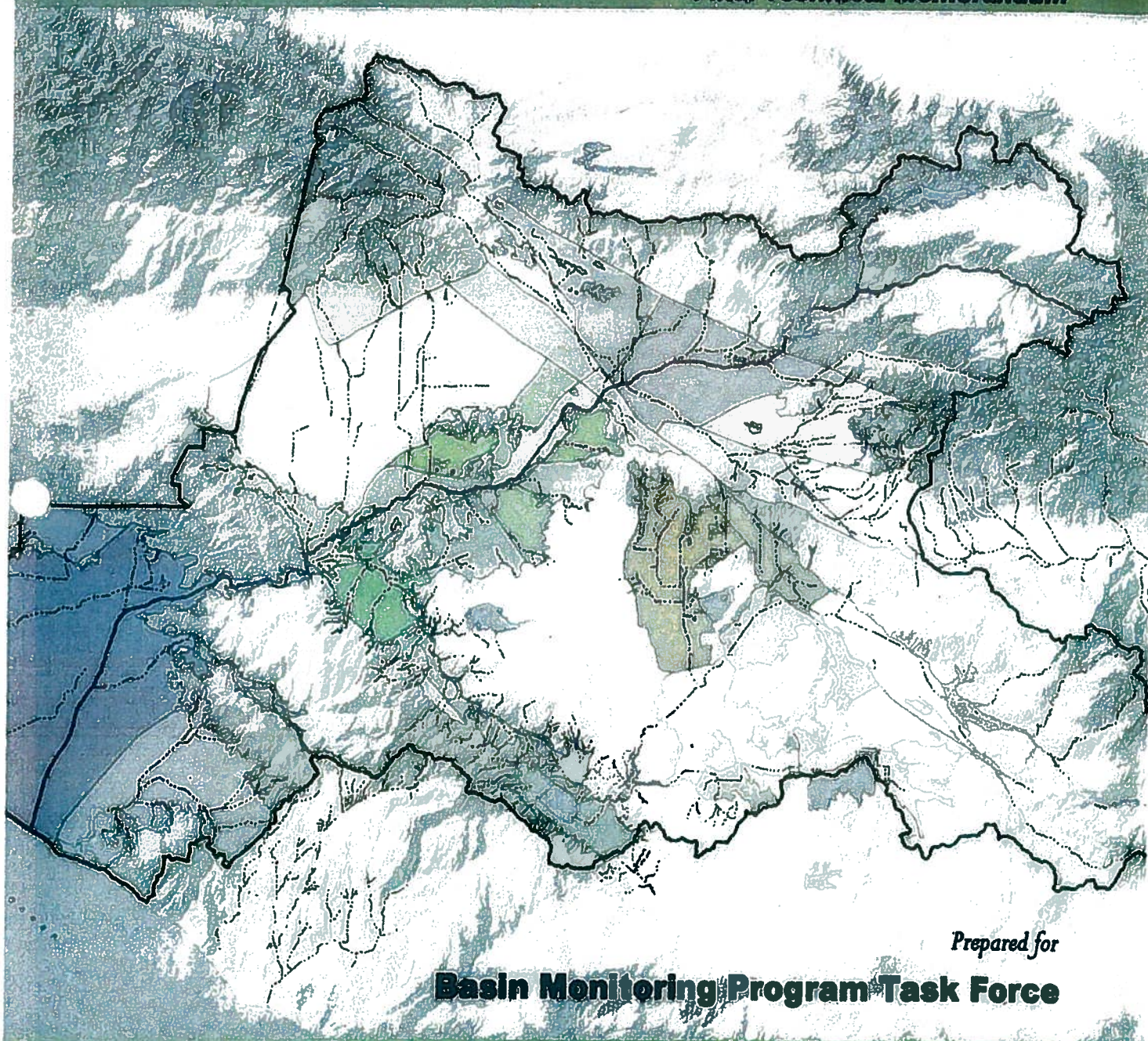
**By: Mark Norton**  
**Water Resources and Planning Manager**

rp



Basin Plan Amendment Required Monitoring and Analyses  
Recomputation of Ambient Water Quality  
in the Santa Ana Watershed for the Period 1987 to 2006

***Final Technical Memorandum***



August 2006



**WILDERMUTH<sup>®</sup>**  
ENVIRONMENTAL INC.



## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 08 day of ~~January~~ 2000 ("Effective Date") by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and SOUTH MESA WATER COMPANY, a corporation of the State of California, ("Company"). District and Company are sometimes referred to individually as "Party" or collectively as "Parties."

## RECITALS

- A. District is an irrigation district, organized pursuant to the Wright Act of 1897 and existing pursuant to California Irrigation District Law, California Water Code §20500, et. seq.
- B. Company is a water company, organized pursuant to the California Corporations Code.
- C. District and Company are both parties to the Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, entered on February 4, 2004, in the matter of *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197 ("Judgment"). Both Parties are Appropriator Parties as defined in the Judgment.
- D. Company's appropriative rights, pursuant to the judgment in Section C, provide it 1,996 acre-feet / year.
- E. Company will not require 1,996 acre-feet / year, and the unused remainder will be surplus ("Surplus Water").
- F. Company may decide to keep some of Surplus Water for it's own stores and future use ("Stored Water").
- G. The remainder of Surplus Water that is not kept as Stored Water will be made available to District to purchase ("Available Water").
- H. District desires to acquire all or part of Available Water, and Company desires to sell Available Water to District.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD, VALUABLE AND ADEQUATE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. All of the above Recitals are hereby incorporated by reference to the extent as though herein again set forth in full.

2. From and after the Effective Date, Company will sell all or part of Available Water to District.
3. At the end of each fiscal year, June 30 of each year, Company will calculate the amount of Available Water.
4. The Parties hereby agree that Company must offer all Available Water or Stored Water to District before Company offers Available Water or Stored Water to any third party, notwithstanding the expiration of this agreement.
5. By \_\_\_\_\_ of each year, Company will notify District of the amount of Available Water and offer Available Water for sale to District.
6. Within sixty (60) days of the notification date in Section 5 above, District will notify Company of the portion, up to the entire amount, of Available Water which District desires to purchase ("Purchased Water").
7. District will pay for the Purchased Water at the time District notifies Company of the amount District wishes to purchase.
8. District and Company will each notify the Watermaster of the amount of Purchased Water.
9. The Purchased Water will remain in the Beaumont Basin until such time as District chooses to remove any portion or all of the Purchased Water.
10. Once District purchases the Purchased Water, District shall have all rights to Purchased Water.
11. The price for Available Water or Stored Water purchased by District from Company shall be Twenty-Five Dollars (\$25.00) per acre-foot less than Company's California State Project water acre-foot price in the year in which Company's rights to Available Water or Stored Water were obtained.
12. This Agreement shall end on February 4, 2014.
13. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.
14. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the

extent such prior communications and agreement are not consistent with this Agreement.

15. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.
16. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Secretary  
Beaumont Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA 92223

If to Company:

South Mesa Water Company

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

17. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
18. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.

19. This Agreement may be modified only by another written instrument duly authorized, executed, and acknowledged, by both Parties.
20. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
21. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
22. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
23. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
24. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT, a public agency  
of the State of California

By: 

Its: 

COMPANY:

SOUTH MESA WATER  
COMPANY, A California  
Corporation

By: 