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Krieger & Stewart
Consulting Engineers

DESERT WATER



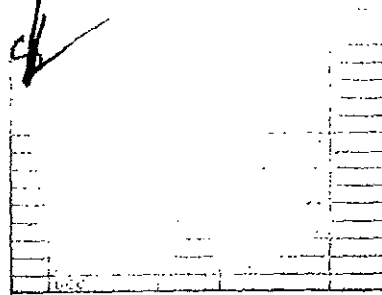
Desert Water Agency
1200 Gene Autry Trail South
P.O. Box 1210
Palm Springs, CA 92263-1210
Telephone 760 325-4971
Fax 760 325-6505
www.dwa.org

RECEIVED

DEC 7 2004

C.V.W.D.

December 7, 2004



Steve Robbins
General Manager-Chief Engineer
COACHELLA VALLEY WATER DISTRICT
P.O. Box 1058
Coachella, CA 92236

RE: SETTLEMENT AGREEMENT

Dear Steve:

Enclosed for your files is a fully executed copy of the Settlement Agreement and Addendum relating to legal action initiated pertaining to the Groundwater Replenishment Program. The Desert Water Agency Board of Directors approved and signed the agreement at its meeting this morning.

Your diligent effort in negotiating settlement terms is to be commended, and we look forward to working together toward ensuring continued water replenishment to the Coachella Valley.

Sincerely,

DESERT WATER AGENCY

David K. Luker
General Manager-Chief Engineer

DKL/jlt

SCANNED

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 7th day of December, 2004 for identification purposes only ("Effective Date"), among Mission Springs Water District, a California county water district ("MSWD"), Desert Water Agency, a public agency of the State of California ("DWA") and Coachella Valley Water District, a California county water district ("CVWD"). CVWD, DWA, and MSWD are referred to in the Agreement collectively as the "Parties" and individually as "Party."

RECITALS

- A.** CVWD is a county water district organized under the California County Water District Law, codified at Sections 30000, *et seq.*, of the California Water Code.
- B.** MSWD is a county water district organized under the California County Water District Law, codified at Sections 30000, *et seq.*, of the California Water Code.
- C.** DWA is an independent special district organized under the Desert Water Agency Law, codified at Sections 100-1, *et seq.*, of the Appendix to the California Water Code.
- D.** On or about October 3, 2003, MSWD filed an action in the Superior Court of the State of California, for the County of Riverside entitled *Mission Springs Water District, a California County Water District, Petitioner and Plaintiff v. Desert Water Agency, a California public agency, et al., Respondents, Defendants and/or Real Parties in Interest* bearing case number INC 038660 ("the Mission Springs Action"). The Mission Springs Action seeks, in part, (i) a writ of mandate, (ii) declaratory relief for prescriptive and appropriative water rights, and (iii) declaratory and injunctive relief for a physical solution of a groundwater basin. Both CVWD and DWA have filed answers in the Mission Springs Action.
- E.** DWA has imposed replenishment assessments ("Mission Creek Assessment") on water produced from that portion of the Mission Creek Subbasin of the Upper Coachella Valley Groundwater Basin within the boundaries of DWA. The real property within the area of benefit subject to the Mission Creek Assessment is depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Mission Creek Subbasin, Groundwater Replenishment Program, Area of Benefit"). The validity of those assessments is challenged in the Mission Springs Action.
- F.** DWA has also imposed replenishment assessments ("Whitewater River Assessment") on water produced from that portion of the Whitewater Subbasin of the Upper Coachella Valley Groundwater Basin within the boundaries of DWA. The real property within the area of benefit subject to the Whitewater River Assessment is depicted on Exhibit "B"

attached hereto and by this reference incorporated herein ("Whitewater River Subbasin, Groundwater Replenishment Program, Area of Benefit"). The validity of those assessments is challenged in the Mission Springs Action.

G. DWA has the statutory authority to impose replenishment assessments on water produced from that portion of the Garnet Hill Subbasin of the Upper Coachella Valley Groundwater Basin within DWA, upon a showing that recharge activities benefit said subbasin.

H. CVWD has imposed replenishment assessments on water produced from those portions of the Whitewater River and Mission Creek Subbasins of the Upper Coachella Valley Groundwater Basin within CVWD.

I. CVWD has the statutory authority to impose replenishment assessments on water produced from that portion of the Garnet Hill Subbasin of the Upper Coachella Valley Groundwater Basin within CVWD, upon a showing that recharge activities benefit said subbasin.

J. On or about May 21, 2004, DWA filed an action in the Superior Court of the State of California, for the County of Riverside entitled *Desert Water Agency v. Mission Springs Water District* bearing case number INC 043353 (thereafter transferred and now bearing case number RIC 043353) and concerning MSWD's Zone 900 project and compliance with the California Environmental Quality Act ("the DWA Action").

K. On or about July 1, 1976, CVWD and DWA executed and on or about December 15, 1992, CVWD and DWA amended that certain Whitewater River Water Management Agreement ("Management Agreement") and on or about April 8, 2003, CVWD and DWA executed that certain Mission Creek Groundwater Replenishment Agreement ("Replenishment Agreement") wherein the parties thereto set forth certain understandings and agreements for the replenishment of the Whitewater River and Mission Creek Subbasins.

Paragraph 14 of the Management Agreement provides as follows:

"Intent to Recapture. The Exchange Water which will be and has been spread and percolated into underground storage within the Management Area shall not be considered part of the native safe yield of the groundwater [basin]. The parties hereby declare their intent to recapture such imported water, and to maintain their prior right to recapture an amount by which the ground water supply has been augmented through their spreading operations. Such recapture right shall be owned by the parties in the same proportions as the imported water was paid for as provided in Paragraphs 11 and 13. Coachella and Desert shall each own the right to recapture the return flows from its share of such imported water to the maximum extent permitted by law."

Paragraph 7 of the Replenishment Agreement provides as follows:

"Intent to Recapture. The imported water which will be infiltrated and percolated into

underground storage within the Mission Creek Management Area shall not be considered part of the native safe yield of the Mission Creek Subbasin. The parties hereby declare their intent to recapture such imported water, and to maintain their prior rights to recapture quantities by which the groundwater supply has been augmented through their spreading operation. Such recapture rights shall be owned by the parties in the same proportions as imported water payments as provided in paragraphs 4 and 5. Coachella and Desert shall each own the right to recapture the return flows from its share of such imported water to the maximum extent permitted by law."

L. The Parties hereto desire to resolve certain disputes with respect to the Mission Springs Action and the DWA Action on the terms and conditions set forth herein. Nothing in this Agreement constitutes or may be considered as an admission of liability or responsibility on the part of one Party to another Party. Each Party expressly denies any liability or responsibility to any other Party with respect to the subject matters dealt within the complaint in the Mission Springs Action, the complaint in the DWA Action, or in this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND
RELEASE CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Concurrently with the execution of this Agreement, MSWD shall execute and deliver to DWA, with a copy to CVWD a Request for Dismissal without prejudice, in connection with the Mission Springs Action. A copy of the proposed Request for Dismissal is attached hereto as Exhibit "C" and by this reference incorporated herein.

2. Concurrently with the execution of this Agreement, DWA shall execute and deliver to MSWD a Request for Dismissal without prejudice, in connection with the DWA Action. A copy of the proposed Request for Dismissal is attached hereto as Exhibit "D" and by this reference incorporated herein.

3. As part of the Mission Springs Action, MSWD disputed certain Mission Creek and the Whitewater River Assessments. In consideration of the provisions of this Settlement Agreement, MSWD shall pay to DWA, within thirty (30) days of execution of this Agreement, the sum of Four Hundred Eighty One Thousand Nine Hundred Twenty Four and 61/100 Dollars (\$481,924.61) in full satisfaction of all currently outstanding Mission Creek Assessments and Whitewater River Assessments. The foregoing amount shall be paid in cash, by cashier's check or certified check, or by wire transfer of immediately available funds to a bank account designated by DWA, in writing, to MSWD.

4. (a) The Parties hereby create the Mission Creek Subbasin Management Committee ("Management Committee"). The Management Committee shall be composed of three (3) members, ("Representatives"), one for each Party to this Agreement.

(b) Each Party shall designate and appoint its general manager to act as its Representative, and another individual to act as its alternate. During any absence of the

Representative, the alternate shall act in his or her place. Each Representative (and alternate) shall serve at the pleasure of the governing body of the appointing Party and may be removed at any time, with or without cause, in the sole discretion of the Party's governing board as it shall be composed from time to time.

(c) The Representatives shall meet quarterly beginning in 2005 and shall continue to meet each quarter thereafter. Unless the Parties agree to the contrary the meeting shall be held at 10:00 a.m. at the offices of CVWD. In addition to the foregoing, any Party may call a meeting of the Representatives with ten (10) business days' written notice, which notice shall include the time and location of the meeting and the business to be discussed.

The purpose of the Management Committee is to exchange information, express ideas and otherwise discuss in a free, comprehensive, and frank manner any and all aspects regarding the management of water resources within the Mission Creek Subbasin, the Whitewater River Subbasin, and the Garnet Hill Subbasin of the Upper Coachella Valley Groundwater Basin (collectively "Subbasins").

Discussions at the quarterly meeting shall include, without limitation, costs proposed to be included within replenishment assessments, quantities and timing of water to be recharged into the Subbasins, water quality and other water resource issues within the Subbasins, including conservation activities and recycled water issues. All Parties agree to act reasonably and covenant that the transactions and determinations with respect to the Subbasins shall be made in good faith and in the spirit of cooperation.

The Parties will conduct investigations and studies to determine whether the Garnet Hill Subbasin benefits from CVWD and DWA groundwater replenishment activities. The Garnet Hill Subbasin is approximately and preliminarily shown by Exhibit "E".

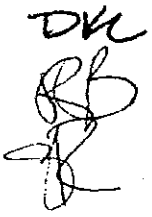
(d) Notwithstanding the foregoing, each Party expressly reserves to itself, final and absolute discretion to approve or disapprove, prior to commitment, any and all commitments, expenditures or obligations (financial or otherwise) with respect to the Subbasins or the subject matter brought before the Management Committee. Such reservation of rights shall not be construed to diminish the legal authority of any party to this Agreement or any recourse which one party may have against any other party.

5. (a) The Parties agree to jointly prepare a water management plan or plans (collectively, "Plans") for the Mission Creek and Garnet Hill Subbasins. The Parties shall act as co-applicants and co-lead agencies for all required applications, entitlements, and governmental approvals (if any) (collectively, "Entitlements") for the Plans, including compliance with all environmental laws and all requirements of the Federal Endangered Species Act, arising out of or in connection with the Plans and all conditions and mitigation measures of such consents which must be satisfied for the purposes of the Plans. The term "environmental laws" shall include, without limitation, the California Environmental Quality Act and other applicable state and federal environmental laws.

(b) The Management Committee shall determine the method, details and means for the preparation of the Plans and the applications for Entitlements and the satisfaction of the requirements of those agencies having jurisdiction over the Entitlements. CVWD hereby agrees to be the Party responsible for coordinating the effort to prepare the Plans and apply for the Entitlements, including letting any contracts with consultants, engineers, contractors, and agents with respect to the completion of such work, subject to the payment of obligations of the Parties pursuant to subparagraph (d) below.

(c) The Parties agree to cooperate with one another in completing any actions necessary, including the preparation and execution of applications, petitions, and similar documents necessary to obtain approval of the Plans.

(d) The cost of preparing the Plans and applying for the Entitlements, including, but not limited to, the cost of complying with all environmental laws and mitigation requirements shall be borne equally by the Parties. CVWD shall invoice DWA and MSWD periodically, but not more often than monthly, and CVWD shall supply DWA and MSWD with such information in reasonable detail, as is requested by them with respect to the costs. DWA and MSWD shall make their respective payments to CVWD within thirty (30) days of receipt of the billing therefor from CVWD. Payments not received within thirty (30) days of receipt of billing shall bear interest at the rate of ten percent (10%) per annum from the date due until paid in full.

 (e) DWA and CVWD each shall forthwith contribute to MSWD the sum of \$50,000, \$100,000 total, for use of MSWD's engineering and hydrologic investigations, studies, and reports in the development of the water management plan referred to in subparagraph (a) above.

6. (a) The Parties agree that the Mission Creek Subbasin Area of Benefit depicted on Exhibit "A" correctly and accurately (i) describes the area of benefit for the Mission Creek Assessment Area within DWA, and (ii) reflects the real property to be assessed the Mission Creek Assessment within the Mission Creek Area of Benefit within DWA.

(b) The Parties agree that the Whitewater River Subbasin Area of Benefit depicted on Exhibit "B" correctly and accurately (i) describes the area of benefit for the Whitewater River Assessment Area within DWA, and (ii) reflects the real property to be assessed the Whitewater River Assessment within the Whitewater River Area of Benefit within DWA.

(c) The Parties agree that all wells within the Mission Creek and Whitewater River Subbasins have benefited and will continue to benefit, directly or indirectly, from CVWD and DWA recharge activities.

7. The Parties hereby agree that notwithstanding Paragraph 14 of the Whitewater River Water Management Agreement and Paragraph 7 of the Mission Creek Groundwater Replenishment Agreement, no party hereto shall claim the right to recover return flows from water produced from any of the subbasins referred to in this Settlement Agreement and no party

hereto shall produce water from any subbasin referred to herein for export for use outside that party's jurisdictional boundaries.

8. (a) Each Party shall continue to perform its obligations hereunder pending resolution of any dispute.

(b) The Parties hereby agree to cooperate and use all reasonable efforts to accomplish the terms of this Agreement. Accordingly, the Parties agree, in good faith, to undertake the resolution of all disputes in an equitable and timely manner, provided that if any matter is not resolved within ninety (90) days (as extended by mutual agreement of the Parties), any Party is then free to pursue all legal or equitable remedies; provided, however, when a dispute occurs under this Agreement, the Party claiming the dispute will give notice to the nondisputing Parties of the occurrence of the dispute. The notice shall include a detailed explanation of the nature of the dispute. Within seven (7) days after receipt of the notice (or such longer time as shall be agreed by the Parties) the designated Representatives shall use their best efforts to meet and confer to resolve the dispute.

9. Except as otherwise provided herein, each of the Parties hereto agrees to bear its own costs, expenses, and attorney's fees incurred with respect to the settled Actions, including the negotiations for and preparation of this Agreement. Each Party hereby waives the benefit of any statute, rule of court, or other law or provision, awarding costs, fees, or expenses. Said waiver shall be effective with respect to the statute, rules of court or other laws or provisions of the United States and/or the State of California.

10. (a) This Agreement is entered into in the County of Riverside, California and shall be governed by and construed in accordance with the laws of the State of California.

(b) In the event of any legal action arising from or related in any way to a breach of or the enforcement or interpretation of this Agreement, the prevailing Party shall be entitled to recover from the other Party or Parties reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

(c) In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the Parties hereto. Lack of enforcement of any term or condition of this Agreement shall not be construed as a waiver of any rights conferred by such term or condition. Unless otherwise agreed to in writing, the failure of any Party to require the performance by the other Parties of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver of any provision hereof be taken or held to be a waiver of the provision itself.

(d) This Agreement shall be binding on the Parties and their respective successors and assigns.

(e) Any person signing this Agreement represents that he/she has full power and authority to do so, and, that his/her signature is legally sufficient to bind the Party on whose behalf he/she is signing.

(f) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any prior understanding between the Parties, except as set forth herein, whether written or oral. This Agreement can be amended only in writing signed by the Parties.

(g) All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth.

(h) Any communication, notice or demand of any kind whatsoever which any Party may be required or may desire to give to or serve upon the other Parties shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Mission Springs Water District
66575 Second Street
Desert Hot Springs, California 92240
Attention: General Manager
Telephone: 760-329-6448
Facsimile: 760-329-2482

Desert Water Agency
1200 Gene Autry Trail South
P.O. Box 1710
Palm Springs, California 92263-1710
Attention: General Manager-Chief Engineer
Telephone: 760-323-4971
Facsimile: 760-325-6505

Coachella Valley Water District
Highway 111 and Avenue 52
P.O. Box 1058
Coachella, California 92236-1058
Attention: General Manager-Chief Engineer
Telephone: 760-398-2651
Facsimile: 760-398-3711

Any Party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to

have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. mail, if mailed.

(i) Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

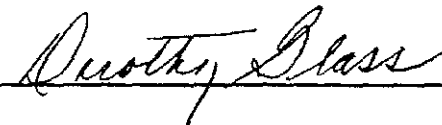
(j) The provisions of this Agreement shall be construed as to their fair meaning and not for or against any Party based upon any attribution to such Party as the source of the language in question.

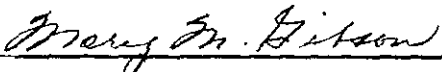
(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to another counterpart identical thereto, except for having additional signature pages executed by other Parties to this Agreement attached hereto.

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

MSWD:

Mission Springs Water District,
a California county water district

By 
Its: President

By 
Its: Vice President

DWA:

Desert Water Agency,
a public agency of the State of California

By Ben Staur

Its: President

By F. Thomas Kial

Its: Vice President

CVWD:

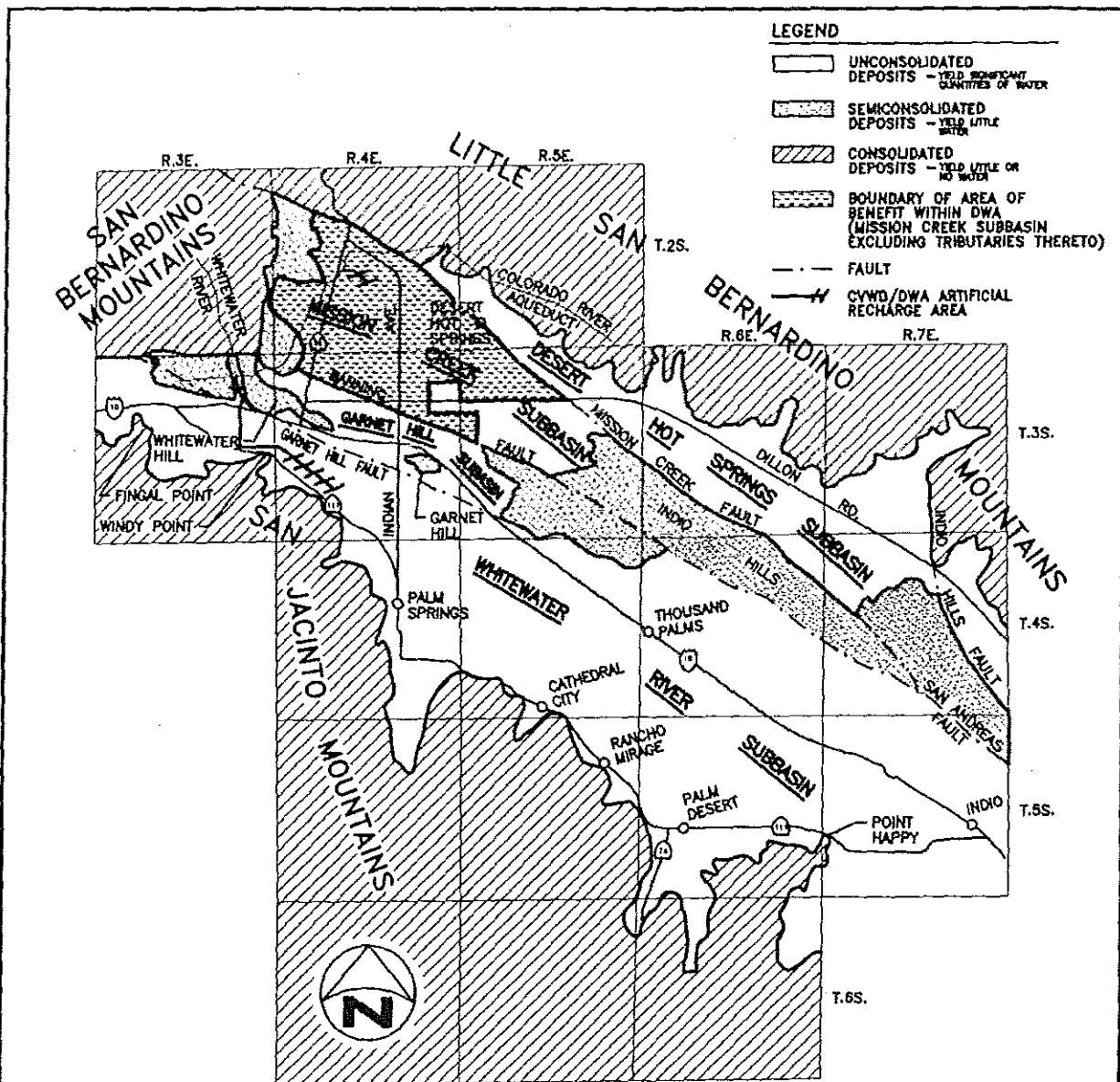
Coachella Valley Water District,
a California county water district

By John G. McFadden

Its: President

By Pat A. Nelson

Its: Vice President



KRIEGER
STEWART INCORPORATED
 3502 University Ave. • Riverside, CA. 92501 • 909-684-6900

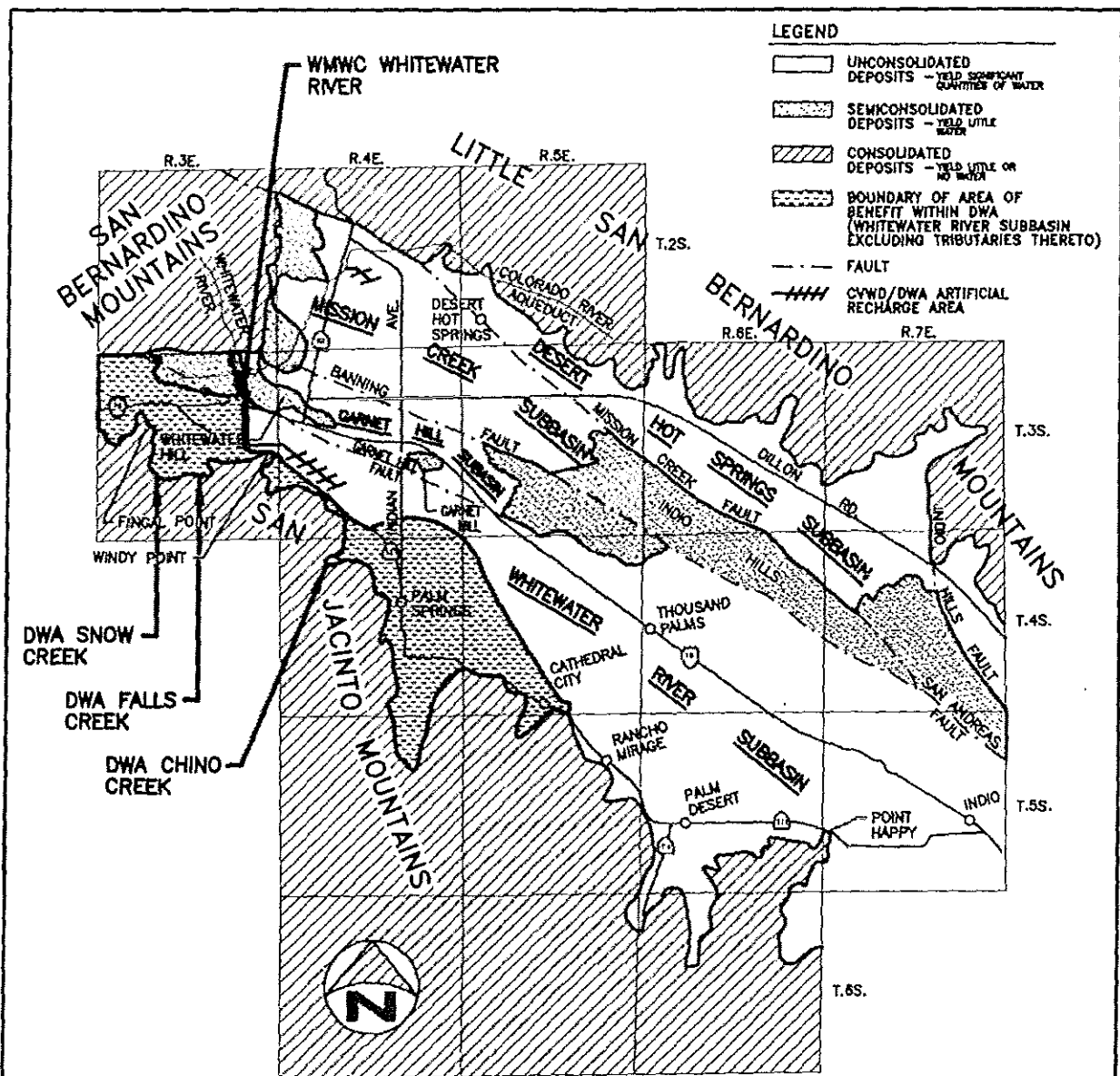
DESERT WATER AGENCY
MISSION CREEK SUBBASIN
GROUNDWATER REPLENISHMENT PROGRAM
AREA OF BENEFIT

EXHIBIT

A

SCALE: 1"=5mi.± DATE: 04/03/03 DRAWN BY: TMW CHECKED BY: DFS W.O.: 109-89

109/89/109-89FA.DWG



NOTES:

1. AREA OF BENEFIT CONSISTS OF THAT PORTION OF THE WHITEWATER RIVER SUBBASIN DELINEATED ABOVE TOGETHER WITH AREAS FROM WHICH DIVERSIONS ARE MADE FROM SURFACE SUPPLIES WHICH WOULD OTHERWISE NATURALLY REPLENISH SUCH PORTION OF THE WHITEWATER RIVER SUBBASIN, ALL WITHIN DESERT WATER AGENCY.
2. WHITEWATER MUTUAL WATER COMPANY DIVERSIONS (INCLUDING WHITEWATER RANCH DIVERSIONS) ARE EXEMPT FROM REPLENISHMENT ASSESSMENT (STIPULATED WATER RIGHTS CITED IN THE "WHITEWATER RIVER ADJUDICATION DECREE", CASE 18035, DATED SEPTEMBER 28, 1938).
3. DESERT WATER AGENCY (DWA) AND WHITEWATER MUTUAL WATER COMPANY (WMWC) SURFACE WATER DIVERSIONS ARE SHOWN BY →
4. THE BASE MAP WAS PREPARED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY, WATER RESOURCES DIVISION IN 1971, TO SHOW THE UPPER COACHELLA VALLEY GROUNDWATER BASIN AND ITS SUBBASINS. ADDITIONAL GEOLOGICAL INFORMATION FROM THE GEOLOGIC MAP OF CALIFORNIA SANTA ANA SHEET, CALIFORNIA DEPARTMENT OF CONSERVATION, DIVISION OF MINES AND GEOLOGY 1986, HAS BEEN ADDED.

KRIEGER

STEWART

INCORPORATED

3602 University Ave. • Riverside, CA 92501 • 909-684-6300

DESERT WATER AGENCY

**WHITEWATER RIVER SUBBASIN
GROUNDWATER REPLENISHMENT PROGRAM
AREA OF BENEFIT**

EXHIBIT

B

SCALE: 1"=6mi.±

DATE: 03/27/03

DRAWN BY: SPK

CHECKED BY: DFS

W.O.: 109-89

109\89\109-89-FB.DWG

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): James L. Markman, Bar No. 43536 (213) 626-8484 Richards, Watson & Gershon 355 South Grand Avenue 40th Floor Los Angeles, CA 90071-3101	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name): <u>Petitioner/Plaintiff Mission Springs Water District</u> Insert name of court and name of judicial district and branch court, if any: RIVERSIDE SUPERIOR COURT Indio Branch		
PLAINTIFF/PETITIONER: MISSION SPRINGS WATER DISTRICT, a California County Water District DEFENDANT/RESPONDENT: DESERT WATER AGENCY, a California public agency, et al.		
REQUEST FOR DISMISSAL ☐ Personal Injury, Property Damage, or Wrongful Death ☐ Motor Vehicle ☐ Other ☐ Family Law ☐ Eminent Domain ☒ Other (specify): <u>Writ of Mandate</u>		CASE NUMBER: INC 038660, CES

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
- b. (1) ☐ Complaint (2) ☒ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☒ Entire action of all parties and all causes of action
 (6) ☐ Other (specify):*

on (date):

on (date):

Date: November __, 2004

James L. Markman

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)
 Attorney or party without attorney for:

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)
 Attorney or party without attorney for:

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-complainant

(To be completed by clerk)

3. ☐ Dismissal entered as requested on (date):
4. ☐ Dismissal entered on (date): as to only (name):
5. ☐ Dismissal not entered as requested for the following reasons (specify):
6. ☐ a. Attorney or party without attorney notified on (date):
 b. Attorney or party without attorney not notified. Filing party failed to provide
 ☐ a copy to conform ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Jeffrey V. Dunn, Bar No. 131926 TELEPHONE NO.: (951) 686-1450 Best Best & Krieger LLP 3750 University Avenue P.O. Box 1028 Riverside, CA 92502	FOR COURT USE ONLY
ATTORNEY FOR (Name): Petitioner Desert Water Agency Insert name of court and name of judicial district and branch court, if any: RIVERSIDE SUPERIOR COURT Indio Branch	
PLAINTIFF/PETITIONER: DESERT WATER AGENCY, a California public agency DEFENDANT/RESPONDENT: MISSION SPRINGS WATER DISTRICT, a California County Water District	
REQUEST FOR DISMISSAL ☐ Personal Injury, Property Damage, or Wrongful Death ☐ Motor Vehicle ☐ Other ☐ Family Law ☐ Eminent Domain ☒ Other (specify): Writ of Mandate	CASE NUMBER: RICI 043353

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
- b. (1) ☐ Complaint (2) ☒ Petition
- (3) ☐ Cross-complaint filed by (name):
- (4) ☐ Cross-complaint filed by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify):*

on (date):

on (date):

Date: December , 2004

Jeffrey V. Dunn

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(f) or (j).

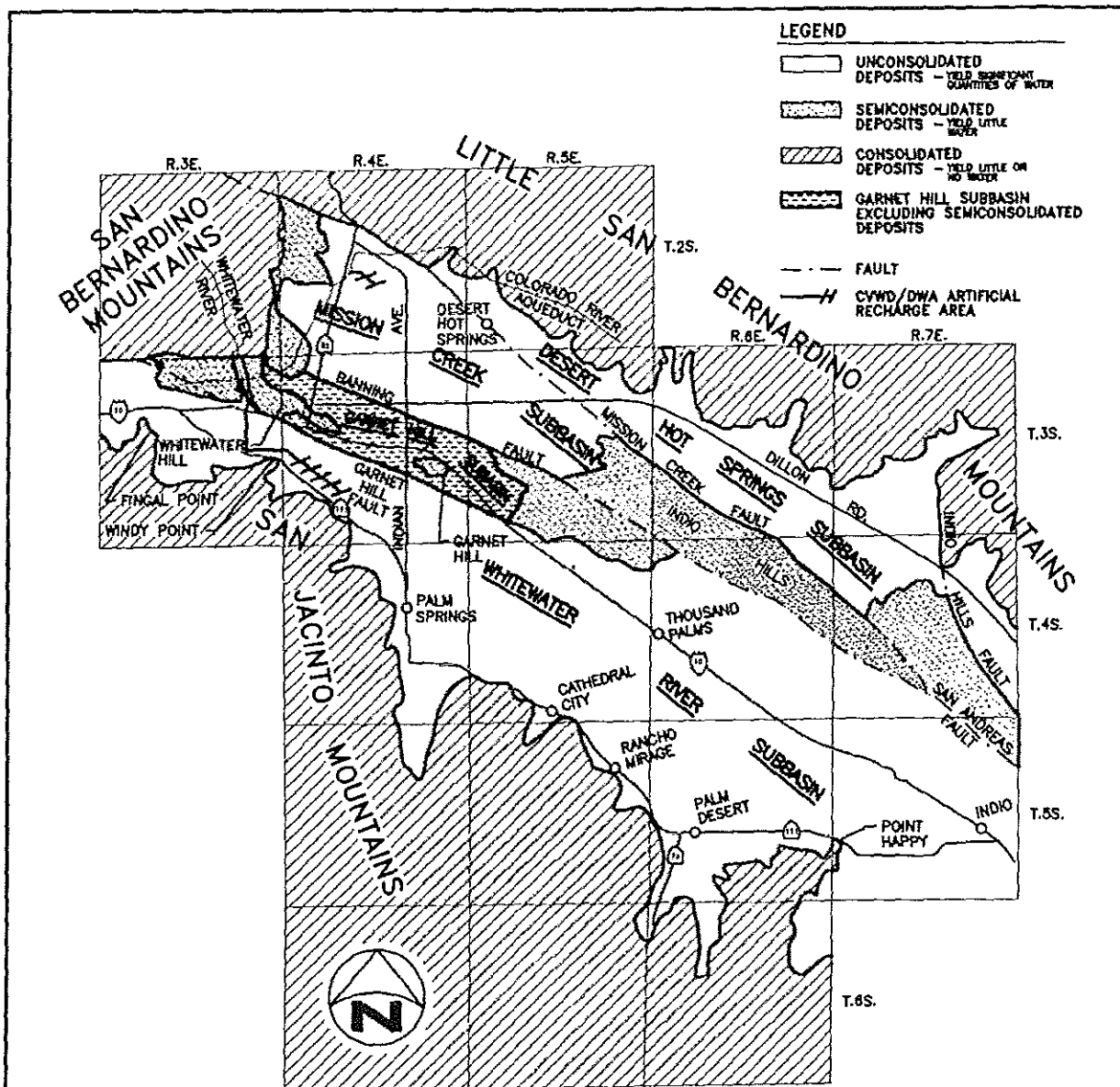
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-complainant

(To be completed by clerk)

3. ☐ Dismissal entered as requested on (date):
4. ☐ Dismissal entered on (date): as to only (name):
5. ☐ Dismissal not entered as requested for the following reasons (specify):
6. ☐ a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide
 ☐ a copy to conform ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy



NOTE:

1. THE BASE MAP WAS PREPARED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY, WATER RESOURCES DIVISION IN 1971, TO SHOW THE UPPER COACHELLA VALLEY GROUNDWATER BASIN AND ITS SUBBASINS. ADDITIONAL GEOLOGICAL INFORMATION FROM THE GEOLOGIC MAP OF CALIFORNIA SANTA ANA SHEET, CALIFORNIA DEPARTMENT OF CONSERVATION, DIVISION OF MINES AND GEOLOGY 1988, HAS BEEN ADDED.

KRIEGER

STEWART

INCORPORATED

3502 University Ave. - Riverside, CA 92501 - 909-684-6900

DESERT WATER AGENCY

**GARNET HILL SUBBASIN
EXCLUDING SEMICONCONSOLIDATED DEPOSITS**

EXHIBIT

E

SCALE: 1"=5mi.±

DATE: 11/05/04

DRAWN BY: TMW

CHECKED BY: DFS

W.O.: 109-89

109\89\109-89FE.DWG

ADDENDUM TO SETTLEMENT AGREEMENT MANAGEMENT AREA DELIVERIES

The Settlement Agreement between Coachella Valley Water District (CVWD), Desert Water Agency (DWA) and Mission Springs Water District (MSWD) dated December 7, 2004 shall be supplemented by the following Addendum, and thus shall be deemed a part thereof:

The Mission Creek Groundwater Replenishment Agreement provides for the delivery to the Mission Creek Subbasin, for groundwater replenishment, of a proportionate share of the imported water delivered to CVWD and DWA for replenishment of the Upper Coachella Valley Groundwater Basin. To ensure that the Mission Creek Subbasin receives its proportionate share of that water, as set forth in the Mission Creek Replenishment Agreement, and to provide for the monitoring thereof, the following procedures shall be applied:

Each year CVWD and DWA shall calculate the combined total quantity of water produced during the previous year from the Whitewater River Management Area and the Mission Creek Management Area, and from sources tributary to those Management Areas, and shall determine from that the percentages of the total production from those Management Areas and their sources.

Water supplies available to CVWD and DWA each year, through their respective State Water Project Contracts, for the replenishment of those Management Areas will be allocated and delivered to the Management Areas for groundwater replenishment in the same percentages, subject to delivery capability and operational constraints in any particular year.

In the event that additional subbasins benefit from recharge programs within CVWD and DWA boundaries, the respective production and recharge delivery percentages from those management areas in those subbasins shall be included in the above described calculations, allocations, and deliveries.

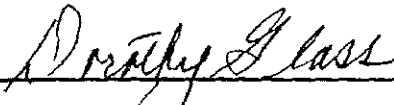
Production and recharge quantities shall be reviewed by the parties to the Management Committee (MSWD, CVWD and DWA) through the Management Committee process. CVWD and DWA will endeavor to accomplish annual proportionate management area deliveries; however, when constrained by operating limitations, they may over deliver or under deliver water to the management areas from year to year as necessary to obtain as much imported water as may be available. Cumulative water deliveries between or among management areas shall be balanced as and when determined by the Management Committee, but no later than 20 years from the date of the settlement agreement and each 20 years thereafter.

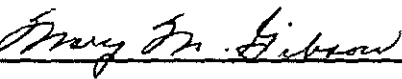
The provisions of this Addendum may be enforced by any party hereto.

IN WITNESS WHEREOF, The Parties have caused this Addendum to be executed by their duly authorized representatives on the date first above written.

MSWD:

Mission Springs Water District,
a California county water district

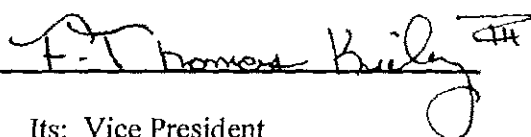
By 
Its: President

By 
Its: Vice President

DWA:

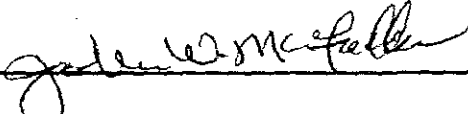
Desert Water Agency,
a public agency of the State of California

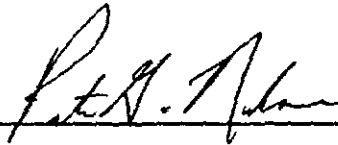
By 
Its: President

By 
Its: Vice President

CVWD:

Coachella Valley Water District,
a California county water district

By 
Its: President

By 
Its: Vice President