



● **Board of Directors**
Finance and Insurance Committee

4/12/2016 Board Meeting

8-8

Subject

Authorize the General Manager to enter into the Extension of Service Area Agreement with the Eastern Municipal Water District and Pechanga Band of Luiseño Mission Indians; and adopt final resolution extending the service area for the 106th Fringe Area to Eastern Municipal Water District and Metropolitan

Executive Summary

This action proposes to grant final approval for a request by Eastern Municipal Water District (Eastern) to extend the service area boundary to include a commercial zone within the Pechanga Indian Reservation located near the city of Temecula, in western Riverside County, California. This request consists of approximately 457.89 acres of which approximately 3.48 acres are public roads, leaving a net area of 454.41 acres ([Attachment 1](#) – Legal Description and Map). There is no anticipated new water demand from Metropolitan at this time. The commercial area of the Pechanga reservation is developed as a recreational area with a casino, hotel, restaurants, and other supporting commercial enterprises. There are sufficient existing local water supplies to meet the current demands. An alternative Metropolitan water supply is anticipated as a resource only for long-term projected demands. This action supports the tribal water rights settlement agreement among the Pechanga Band of Luiseño Mission Indians, the United States, and Rancho California Water District (Rancho). The Tribal Council has requested an imported water connection to Metropolitan, Eastern, and Rancho to provide a reliable and safe potable water source for the commercial area in the future. Eastern is in compliance with and meets the Best Management Practices of the California Urban Water Conservation Council ([Attachment 2](#) – Water Use Efficiency Statement of Compliance). The charge for this extension of service area, if completed in 2016, is \$2,896,442, which includes the \$5,000 processing fee and a present value charge of \$562,591 for the contractual amount equivalent to what would otherwise be collected on property tax bills, as discussed below.

Details

Background

The Pechanga Band of Luiseño Mission Indians (Pechanga) is a federally recognized tribe with reservation lands located in western Riverside County. The reservation falls within the watershed of the Santa Margarita River, which is the subject of a water rights adjudication action filed by the United States in 1951. The federal district court entered an interlocutory judgment in 1962 that held the tribal lands were entitled to reserved water rights, including rights to use groundwater, from the time the reservation was established in 1882. The court reserved jurisdiction to determine the quantity of those water rights in the future. In 1974, the Pechanga intervened in the adjudication proceedings and filed a complaint alleging that upstream use of water was interfering with its water rights, including rights to the groundwater basin underlying the reservation. The Pechanga are seeking a declaration of the amount of its water rights. Negotiations have been ongoing ever since. These negotiations have focused on Rancho, which abuts the reservation and shares the use of the groundwater basin.

Greater urgency in resolving the dispute arose in 2002 when the Pechanga began improvements on the reservation, with the need for reliable water supplies to serve the new development. Metropolitan became involved in the negotiations in 2008 when the Pechanga proposed to acquire Colorado River water from the Colorado River Indian Tribes and wheel the water through Metropolitan's Colorado River Aqueduct. In response

to this proposal, in 2008, Metropolitan's Board approved a counter-proposal to provide supplemental water supplies to the Pechanga pursuant to a water supply contract with the United States. The Pechanga rejected this approach, but agreed to consider incorporation of the reservation lands within the service areas of Metropolitan, Eastern, and Rancho, so that the commercial zone of the tribal lands would be served like any other customer.

Metropolitan staff has since worked with a multiagency team to develop a comprehensive water rights settlement that includes provision of Metropolitan imported water to a portion of the Pechanga reservation. This team includes Pechanga, Eastern, Rancho, and the U.S. Department of the Interior. The team recently concluded negotiation of the terms of agreements to implement a complete settlement of Pechanga water rights claims.

The agreements include an Extension of Service Area Agreement (ESAA) among Metropolitan, Eastern, and Pechanga that would allow for the provision of Metropolitan imported water to Eastern, and then from Eastern to Rancho. Rancho would serve Pechanga through Rancho service connections on existing Eastern pipelines for use on the commercial zone of the reservation. The ESAA effectively treats Pechanga like any other customer. Because the reservation lands are owned in trust by the United States and are exempt from taxation under California law, the ESAA provides a contractual basis for the payment of fees and charges that would otherwise be collected on property tax bills.

Approval of the settlement of the water rights claims and the related agreements, including the ESAA, requires congressional approval via federal legislation. In August 2015, Senator Boxer introduced Senate Bill No. 1983 ([Attachment 3](#)), the Pechanga Band of Luiseño Mission Indians Water Rights Settlement Act, authorizing the United States to enter into agreements to support tribal water settlements with the neighboring public water purveyors. The Senate Committee on Indian Affairs approved a markup of this bill on February 3, 2016. Following Senate approval, the bill will be sent to the House of Representatives, where it should be assigned to the Natural Resources Committee.

Process for Extension of Service Area Boundary

On March 16, 2016, Eastern's board of directors adopted Resolution 2016-033, requesting formal terms and conditions for annexation to include the 106th Fringe Area. Eastern requests final terms and conditions to annex concurrently to Eastern and Metropolitan.

The area within the proposed extension comprises the commercial zone within the Pechanga reservation totaling approximately 458 acres which are located southwest of the Eastern service area. The proposed new service area is adjacent to Rancho and to the north and west near Pechanga Parkway and Rainbow Canyon Road. The point of connection for delivery of water by Rancho would be via an existing Rancho connection between Rancho's service area and Pechanga's reservation near Wolf Valley Road. The charge for this extension of service area is \$2,896,442, which includes the \$5,000 processing fee and a present value charge of \$562,591 for the contractual amount equivalent to what would otherwise be collected on property tax bills, collected at the time of the initial request; the balance is payable prior to completion. The charge is calculated based on the 2016 per-acre fee of \$5,125. If the extension is completed after 2016, the fee would be based on the then-current annexation rate pursuant to Section 3300 of Metropolitan's Administrative Code. The present value charge for ad valorem property taxes is based on the currently applicable rate of 0.0035 percent of an estimated assessed value of the reservation lands to be added to the service area, projected in perpetuity, totaling \$562,591.

Under the ESAA, Pechanga would agree to be contractually bound by Metropolitan's and Eastern's water service regulations and all other laws applicable to the districts' water service. Under Senate Bill No. 1983, Pechanga may not use its tribal groundwater rights off its reservation. Also, under the ESAA, Pechanga would agree to forgo use of Metropolitan imported water in any way that directly or indirectly benefits areas outside of Metropolitan's service area, consistent with Sections 3104(b) and 4509 of Metropolitan's Administrative Code. Finally, Pechanga will waive its sovereign immunity and consent to appear in United States courts to resolve disputes arising under the ESAA, if any.

Pursuant to Section 3107 of Metropolitan's Administrative Code, Eastern submitted an acceptable Water Use Efficiency Statement of Compliance for this proposed project ([Attachment 2](#)). Completion of this extension of the service area would be subject to such terms and conditions as may be fixed by Metropolitan's Board in granting final consent to such extension, including the Local Agency Formation Commission conditioning approval of the proposed extension under California laws governing annexation.

Policy

MWD Act Sections 350, 351, 352, 353, 354, 355, and 356

Metropolitan Water District Administrative Code Section 3100, *et seq.*: Annexation Procedure

California Environmental Quality Act (CEQA)

CEQA determination for Option # 1:

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. The proposed action involves the extension of service area boundary property known as 106th Fringe Area into Metropolitan and Eastern's service areas. Eastern determined that the proposed extension of service to a portion of the Pechanga Reservation was categorically exempt on February 24, 2016. Metropolitan finds that this land contains existing private structures and that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities. This extension of service also involves land of the minimum size for facilities exempted by Section 15303 in the State CEQA Guidelines. In addition, the overall activities associated with the extension of service process consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of the existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of this determination. Accordingly, the proposed action qualifies under two Categorical Exemptions (Sections 15301 and 15319 of the State CEQA Guidelines).

The CEQA determination is: Determine that pursuant to CEQA, the proposed action qualifies under two Categorical Exemptions (Class 1, Section 15301 and Class 19, Section 15319 of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Adopt the CEQA determination that the proposed action is categorically exempt, and

- a. Authorize the General Manager to enter into the Extension of Service Area Agreement with Eastern Municipal Water District and Pechanga Band of Luiseño Mission Indians; and
- b. Adopt the resolution granting approval for the 106th Fringe Area annexation concurrently to Eastern and Metropolitan and establish Metropolitan's terms and conditions for the extension of service area agreement ([Attachment 4](#)), conditioned upon approval by Riverside County's Local Agency Formation Commission, and upon receipt of fees of \$2,896,442.

Fiscal Impact: Receipt of fees of \$2,896,442 for the area and potential water sales revenue from newly extended service area

Business Analysis: This extension helps to meet Metropolitan's member agency request and provides essential long term health and safety benefits to the public.

Option #2

Decline the request for the proposed 106th Fringe Area extension.

Fiscal Impact: Unrealized fee and potential water sales revenue

Business Analysis: The subject area will not receive the direct benefits of water provided by Metropolitan and Eastern.

Staff Recommendation

Option #1



Fidencio M. Mares
Interim Assistant General Manager/
Chief Administrative Officer

3/23/2016

Date



Jeffrey Knightlinger
General Manager

3/23/2016

Date

Attachment 1 – Legal Description and Map

Attachment 2 – Water Use Efficiency Statement of Compliance

Attachment 3 – Senate Bill No. 1983, Pechanga Band of Luiseño Mission Indians Water Rights Settlement Act

Attachment 4 – Resolution Fixing Terms and Conditions of Extension of Service Area

Ref# cfo12642786

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

BEING A PORTION OF LITTLE TEMECULA RANCHO TOGETHER WITH A PORTION OF SECTIONS 28, 29, 30, 32 AND 33 OF TOWNSHIP 8 SOUTH, RANGE 2 WEST, S.B.&M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PECHANGA PARKWAY(PALA ROAD PER RECORD OF SURVEY BOOK 54, PAGES 89 AND 90) AND THE CENTERLINE OF VIA EDUARDO AS SHOWN ON TRACT MAP 19939-2 FILED IN BOOK 170, PAGES 5 THROUGH 9 INCLUSIVE, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF PECHANGA PARKWAY, ALSO BEING THE SOUTHWESTERLY LINE OF 13TH FRINGE AREA ANNEXATION 1967, SOUTH 47°44'44"EAST, A DISTANCE OF 30.03 FEET TO THE **TRUE POINT OF BEGINNING** SAID POINT BEING THE COMMON CORNER OF SAID TRACT MAP 19939-2 AND THE INDIAN RESERVATION PECHANGA AS SHOWN ON SAID TRACT MAP;

THENCE CONTINUING ALONG SAID CENTERLINE OF PECHANGA PARKWAY AS SHOWN ON SAID RECORD OF SURVEY AND SAID SOUTHWESTERLY LINE OF 13TH FRINGE AREA ANNEXATION 1967 THE FOLLOWING COURSES, SOUTH 47°44'44" EAST, A DISTANCE OF 1,636.90 FEET;

THENCE SOUTH 45°15'08" EAST, A DISTANCE OF 1,094.51 FEET;

THENCE SOUTH 48°07'47" EAST, A DISTANCE OF 556.12 FEET;

THENCE SOUTH 46°10'38" EAST, A DISTANCE OF 553.25 FEET;

THENCE SOUTH 42°45'22" EAST, A DISTANCE OF 138.15 FEET;

THENCE SOUTH 41°34'47" EAST, A DISTANCE OF 675.67 FEET;

THENCE SOUTH 44°49'05" EAST, A DISTANCE OF 609.18 FEET;

THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 452.29 FEET;

THENCE SOUTHWESTERLY LEAVING SAID CENTERLINE, SOUTH 85°00'58" WEST, A DISTANCE OF 141.07 FEET;

THENCE NORTH 89°10'25" WEST, A DISTANCE OF 399.98 FEET;

THENCE SOUTH 86°38'11" WEST, A DISTANCE OF 45.33 FEET;

THENCE SOUTH 78°45'25" WEST, A DISTANCE OF 74.05 FEET;

THENCE SOUTH 76°55'49" WEST, A DISTANCE OF 267.72 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 544.69 FEET AND A RADIAL LINE THAT BEARS NORTH 15°23'17" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°42'12" AND AN ARC DISTANCE OF 215.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 216.44 FEET AND A RADIAL LINE THAT BEARS SOUTH 06°24'00" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°47'50" AND AN ARC DISTANCE OF 139.00 FEET;

THENCE SOUTH 57°44'11" WEST, A DISTANCE OF 88.00 FEET;

THENCE SOUTH 51°16'39" WEST, A DISTANCE OF 70.23 FEET;

THENCE SOUTH 46°51'07" WEST, A DISTANCE OF 44.97 FEET;

THENCE SOUTH 33°18'45" WEST, A DISTANCE OF 100.23 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 66°50'37" WEST, A DISTANCE OF 226.39 FEET;
THENCE SOUTH 13°43'29" WEST, A DISTANCE OF 35.75 FEET;
THENCE SOUTH 75°32'33" WEST, A DISTANCE OF 55.25 FEET;
THENCE SOUTH 73°00'27" WEST, A DISTANCE OF 71.78 FEET;
THENCE NORTH 46°12'00" WEST, A DISTANCE OF 26.05 FEET;
THENCE SOUTH 42°28'04" WEST, A DISTANCE OF 26.20 FEET;
THENCE SOUTH 19°22'14" EAST, A DISTANCE OF 116.20 FEET;
THENCE SOUTH 71°04'44" EAST, A DISTANCE OF 151.55 FEET;
THENCE NORTH 68°23'44" EAST, A DISTANCE OF 300.60 FEET;
THENCE EAST, A DISTANCE OF 26.28 FEET;
THENCE SOUTH 78°47'39" EAST, A DISTANCE OF 39.85 FEET;
THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 35.05 FEET;
THENCE NORTH 70°47'37" EAST, A DISTANCE OF 173.27 FEET;
THENCE NORTH 62°58'03" EAST, A DISTANCE OF 209.49 FEET;
THENCE NORTH 70°15'59" EAST, A DISTANCE OF 147.47 FEET;
THENCE NORTH 52°23'37" EAST, A DISTANCE OF 57.70 FEET;
THENCE NORTH 73°58'22" EAST, A DISTANCE OF 72.07 FEET;
THENCE SOUTH 83°09'46" EAST, A DISTANCE OF 43.60 FEET;
THENCE SOUTH 24°05'37" EAST, A DISTANCE OF 44.54 FEET;
THENCE SOUTH 00°14'20" EAST, A DISTANCE OF 64.84 FEET;
THENCE SOUTH 03°31'56" WEST, A DISTANCE OF 51.75 FEET;
THENCE SOUTH 06°42'02" WEST, A DISTANCE OF 122.62 FEET;
THENCE SOUTH 22°05'50" WEST, A DISTANCE OF 69.27 FEET;
THENCE SOUTH 06°08'19" WEST, A DISTANCE OF 427.84 FEET;
THENCE SOUTH 20°34'40" EAST, A DISTANCE OF 57.95 FEET;
THENCE SOUTH 49°34'44" EAST, A DISTANCE OF 91.24 FEET;
THENCE SOUTH 27°50'54" EAST, A DISTANCE OF 84.61 FEET;
THENCE SOUTH 07°11'23" EAST, A DISTANCE OF 65.17 FEET;
THENCE SOUTH 20°49'59" EAST, A DISTANCE OF 54.47 FEET;
THENCE SOUTH 19°17'24" EAST, A DISTANCE OF 94.74 FEET;
THENCE SOUTH 09°39'10" EAST, A DISTANCE OF 30.11 FEET;
THENCE SOUTH 07°12'19" WEST, A DISTANCE OF 28.35 FEET;
THENCE SOUTH 12°25'39" WEST, A DISTANCE OF 33.04 FEET;
THENCE SOUTH 16°42'45" EAST, A DISTANCE OF 24.73 FEET;
THENCE SOUTH 33°13'11" EAST, A DISTANCE OF 28.67 FEET;
THENCE SOUTH 03°30'49" EAST, A DISTANCE OF 32.52 FEET;
THENCE SOUTH 37°06'57" WEST, A DISTANCE OF 24.34 FEET;
THENCE SOUTH 69°34'59" WEST, A DISTANCE OF 25.79 FEET;
THENCE WEST, A DISTANCE OF 26.06 FEET;
THENCE SOUTH 09°01'53" WEST, A DISTANCE OF 47.89 FEET;
THENCE SOUTH 05°48'42" EAST, A DISTANCE OF 44.35 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 06°02'23" WEST, A DISTANCE OF 37.79 FEET;
THENCE SOUTH 17°58'06" EAST, A DISTANCE OF 43.19 FEET;
THENCE SOUTH 07°08'13" EAST, A DISTANCE OF 45.59 FEET;
THENCE SOUTH 06°31'11" WEST, A DISTANCE OF 31.99 FEET;
THENCE SOUTH 57°40'18" EAST, A DISTANCE OF 10.63 FEET;
THENCE SOUTH 39°56'15" EAST, A DISTANCE OF 15.66 FEET;
THENCE SOUTH 01°14'44" EAST, A DISTANCE OF 25.10 FEET;
THENCE SOUTH 43°52'00" WEST, A DISTANCE OF 23.01 FEET;
THENCE SOUTH 00°36'18" EAST, A DISTANCE OF 96.60 FEET;
THENCE SOUTH 34°38'47" EAST, A DISTANCE OF 45.08 FEET;
THENCE SOUTH 69°52'45" EAST, A DISTANCE OF 22.41 FEET;
THENCE SOUTH 22°28'03" EAST, A DISTANCE OF 17.53 FEET;
THENCE SOUTH 00°27'28" WEST, A DISTANCE OF 38.48 FEET;
THENCE SOUTH 28°45'44" WEST, A DISTANCE OF 35.04 FEET;
THENCE SOUTH 18°57'05" WEST, A DISTANCE OF 67.21 FEET;
THENCE SOUTH 34°09'35" WEST, A DISTANCE OF 37.42 FEET;
THENCE SOUTH 75°58'15" WEST, A DISTANCE OF 76.98 FEET;
THENCE NORTH 67°38'13" WEST, A DISTANCE OF 21.77 FEET;
THENCE NORTH 75°24'16" WEST, A DISTANCE OF 19.56 FEET;
THENCE SOUTH 55°19'04" WEST, A DISTANCE OF 25.67 FEET;
THENCE SOUTH 72°46'19" WEST, A DISTANCE OF 54.16 FEET;
THENCE SOUTH 80°53'04" WEST, A DISTANCE OF 79.02 FEET;
THENCE SOUTH 83°46'02" WEST, A DISTANCE OF 35.28 FEET;
THENCE SOUTH 64°43'09" WEST, A DISTANCE OF 31.80 FEET;
THENCE SOUTH 38°57'19" WEST, A DISTANCE OF 46.68 FEET;
THENCE SOUTH 32°14'42" WEST, A DISTANCE OF 93.72 FEET;
THENCE SOUTH 54°12'42" WEST, A DISTANCE OF 30.23 FEET;
THENCE SOUTH 78°05'03" WEST, A DISTANCE OF 38.05 FEET;
THENCE NORTH 75°19'32" WEST, A DISTANCE OF 36.23 FEET;
THENCE NORTH 56°11'11" WEST, A DISTANCE OF 45.72 FEET;
THENCE NORTH 49°50'58" WEST, A DISTANCE OF 51.44 FEET;
THENCE NORTH 36°29'56" WEST, A DISTANCE OF 30.88 FEET;
THENCE NORTH 22°24'37" WEST, A DISTANCE OF 44.30 FEET;
THENCE NORTH 35°36'48" WEST, A DISTANCE OF 51.72 FEET;
THENCE NORTH 41°51'50" WEST, A DISTANCE OF 49.01 FEET;
THENCE NORTH 17°34'10" WEST, A DISTANCE OF 71.07 FEET;
THENCE NORTH 27°43'58" WEST, A DISTANCE OF 45.87 FEET;
THENCE NORTH 15°33'24" WEST, A DISTANCE OF 110.23 FEET;
THENCE NORTH 31°03'01" WEST, A DISTANCE OF 48.14 FEET;
THENCE NORTH 41°41'26" WEST, A DISTANCE OF 57.28 FEET;
THENCE NORTH 45°01'08" WEST, A DISTANCE OF 35.52 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE NORTH 18°20'15" WEST, A DISTANCE OF 38.47 FEET;
THENCE NORTH 04°44'50" WEST, A DISTANCE OF 74.02 FEET;
THENCE NORTH 17°16'47" WEST, A DISTANCE OF 61.08 FEET;
THENCE NORTH 01°25'41" WEST, A DISTANCE OF 55.92 FEET;
THENCE NORTH 02°19'20" EAST, A DISTANCE OF 39.96 FEET;
THENCE NORTH 05°59'52" WEST, A DISTANCE OF 49.86 FEET;
THENCE NORTH 09°54'46" EAST, A DISTANCE OF 35.80 FEET;
THENCE NORTH 24°47'42" EAST, A DISTANCE OF 79.41 FEET;
THENCE NORTH 01°01'40" EAST, A DISTANCE OF 34.81 FEET;
THENCE NORTH 17°48'35" WEST, A DISTANCE OF 43.05 FEET;
THENCE NORTH 39°52'45" WEST, A DISTANCE OF 34.52 FEET;
THENCE NORTH 54°20'30" WEST, A DISTANCE OF 95.49 FEET;
THENCE NORTH 44°38'24" WEST, A DISTANCE OF 116.06 FEET;
THENCE SOUTH 19°26'35" EAST, A DISTANCE OF 108.20 FEET;
THENCE SOUTH 53°39'34" WEST, A DISTANCE OF 212.08 FEET;
THENCE NORTH 67°11'51" WEST, A DISTANCE OF 165.97 FEET;
THENCE SOUTH 53°23'43" WEST, A DISTANCE OF 220.98 FEET;
THENCE SOUTH 81°51'52" WEST, A DISTANCE OF 34.43 FEET;
THENCE NORTH 68°31'23" WEST, A DISTANCE OF 109.85 FEET;
THENCE NORTH 43°44'07" WEST, A DISTANCE OF 33.55 FEET;
THENCE NORTH 31°58'23" WEST, A DISTANCE OF 126.93 FEET;
THENCE NORTH 39°41'47" WEST, A DISTANCE OF 67.89 FEET;
THENCE NORTH 54°54'18" WEST, A DISTANCE OF 34.42 FEET;
THENCE NORTH 69°25'20" WEST, A DISTANCE OF 83.47 FEET;
THENCE NORTH 78°45'46" WEST, A DISTANCE OF 47.42 FEET;
THENCE SOUTH 81°45'48" WEST, A DISTANCE OF 98.33 FEET;
THENCE SOUTH 77°40'26" WEST, A DISTANCE OF 27.28 FEET;
THENCE NORTH 85°12'31" WEST, A DISTANCE OF 24.99 FEET;
THENCE NORTH 71°46'30" WEST, A DISTANCE OF 26.13 FEET;
THENCE NORTH 35°04'18" WEST, A DISTANCE OF 36.75 FEET;
THENCE NORTH 25°07'31" WEST, A DISTANCE OF 71.58 FEET;
THENCE NORTH 37°27'16" WEST, A DISTANCE OF 59.68 FEET;
THENCE NORTH 56°20'02" WEST, A DISTANCE OF 45.91 FEET;
THENCE NORTH 73°57'13" WEST, A DISTANCE OF 49.18 FEET;
THENCE NORTH 81°20'53" WEST, A DISTANCE OF 103.13 FEET;
THENCE NORTH 79°13'41" WEST, A DISTANCE OF 68.82 FEET;
THENCE SOUTH 22°01'08" WEST, A DISTANCE OF 120.61 FEET;
THENCE SOUTH 18°20'45" EAST, A DISTANCE OF 264.69 FEET;
THENCE SOUTH 47°40'30" EAST, A DISTANCE OF 23.96 FEET;
THENCE SOUTH 35°02'27" EAST, A DISTANCE OF 24.26 FEET;
THENCE SOUTH 27°49'54" EAST, A DISTANCE OF 26.05 FEET;
THENCE SOUTH 22°14'22" EAST, A DISTANCE OF 35.98 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 33°51'36" EAST, A DISTANCE OF 7.89 FEET;
THENCE SOUTH 43°51'51" EAST, A DISTANCE OF 37.95 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 59.20 FEET AND A RADIAL LINE THAT BEARS SOUTH 56°08'43" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°36'44" AND AN ARC DISTANCE OF 120.49 FEET;
THENCE SOUTH 80°17'33" WEST, A DISTANCE OF 25.47 FEET;
THENCE SOUTH 81°49'32" WEST, A DISTANCE OF 24.03 FEET;
THENCE SOUTH 80°16'23" WEST, A DISTANCE OF 51.78 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 59.58 FEET AND A RADIAL LINE THAT BEARS NORTH 04°01'42" WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°32'53" AND AN ARC DISTANCE OF 56.72 FEET;
THENCE NORTH 35°07'15" WEST, A DISTANCE OF 30.40 FEET;
THENCE NORTH 49°02'01" WEST, A DISTANCE OF 13.10 FEET;
THENCE NORTH 66°33'10" WEST, A DISTANCE OF 31.38 FEET;
THENCE NORTH 66°10'50" WEST, A DISTANCE OF 11.83 FEET;
THENCE NORTH 63°55'01" WEST, A DISTANCE OF 30.89 FEET;
THENCE NORTH 45°16'27" WEST, A DISTANCE OF 72.53 FEET;
THENCE NORTH 42°35'39" WEST, A DISTANCE OF 158.13 FEET;
THENCE NORTH 52°30'03" WEST, A DISTANCE OF 81.98 FEET;
THENCE NORTH 28°39'00" WEST, A DISTANCE OF 36.92 FEET;
THENCE NORTH 24°44'50" WEST, A DISTANCE OF 41.04 FEET;
THENCE NORTH 44°45'56" WEST, A DISTANCE OF 63.32 FEET;
THENCE NORTH 32°35'51" WEST, A DISTANCE OF 46.48 FEET;
THENCE NORTH 09°06'29" WEST, A DISTANCE OF 41.85 FEET;
THENCE NORTH 15°13'43" EAST, A DISTANCE OF 43.45 FEET;
THENCE NORTH 28°11'15" EAST, A DISTANCE OF 43.63 FEET;
THENCE NORTH 42°06'12" EAST, A DISTANCE OF 56.94 FEET;
THENCE NORTH 71°05'10" EAST, A DISTANCE OF 50.76 FEET;
THENCE NORTH 82°09'29" EAST, A DISTANCE OF 149.77 FEET;
THENCE SOUTH 88°56'08" EAST, A DISTANCE OF 20.09 FEET;
THENCE NORTH 17°31'49" WEST, A DISTANCE OF 21.80 FEET;
THENCE NORTH 61°08'03" EAST, A DISTANCE OF 32.12 FEET;
THENCE NORTH 30°12'26" WEST, A DISTANCE OF 52.63 FEET;
THENCE NORTH 43°42'37" WEST, A DISTANCE OF 43.99 FEET;
THENCE NORTH 23°14'44" WEST, A DISTANCE OF 61.47 FEET;
THENCE NORTH 62°47'35" WEST, A DISTANCE OF 22.20 FEET;
THENCE NORTH 87°07'06" WEST, A DISTANCE OF 80.75 FEET;
THENCE SOUTH 79°00'42" WEST, A DISTANCE OF 53.19 FEET;
THENCE NORTH 89°47'56" WEST, A DISTANCE OF 31.14 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 72°48'20" WEST, A DISTANCE OF 30.78 FEET;
THENCE NORTH 60°53'23" WEST, A DISTANCE OF 16.99 FEET;
THENCE NORTH 16°32'43" WEST, A DISTANCE OF 19.52 FEET;
THENCE NORTH 08°26'32" EAST, A DISTANCE OF 130.99 FEET;
THENCE NORTH 12°47'58" WEST, A DISTANCE OF 26.92 FEET;
THENCE NORTH 37°43'48" WEST, A DISTANCE OF 58.04 FEET;
THENCE NORTH 53°10'42" WEST, A DISTANCE OF 34.27 FEET;
THENCE NORTH 88°36'06" WEST, A DISTANCE OF 27.76 FEET;
THENCE SOUTH 80°45'20" WEST, A DISTANCE OF 33.96 FEET;
THENCE NORTH 64°07'22" WEST, A DISTANCE OF 24.15 FEET;
THENCE NORTH 16°18'00" WEST, A DISTANCE OF 17.76 FEET;
THENCE NORTH 17°47'16" EAST, A DISTANCE OF 46.13 FEET;
THENCE NORTH 22°15'40" WEST, A DISTANCE OF 23.29 FEET;
THENCE NORTH 51°01'26" WEST, A DISTANCE OF 31.00 FEET;
THENCE NORTH 11°27'14" WEST, A DISTANCE OF 24.60 FEET;
THENCE NORTH 12°27'29" EAST, A DISTANCE OF 78.85 FEET;
THENCE NORTH 04°01'19" WEST, A DISTANCE OF 57.00 FEET;
THENCE NORTH 11°07'45" WEST, A DISTANCE OF 43.30 FEET;
THENCE NORTH 16°03'23" EAST, A DISTANCE OF 33.49 FEET;
THENCE NORTH 26°10'58" EAST, A DISTANCE OF 30.63 FEET;
THENCE NORTH 03°00'06" EAST, A DISTANCE OF 27.38 FEET;
THENCE NORTH 07°32'16" WEST, A DISTANCE OF 41.98 FEET;
THENCE NORTH 89°45'01" WEST, A DISTANCE OF 44.89 FEET;
THENCE NORTH 05°19'07" WEST, A DISTANCE OF 28.69 FEET;
THENCE NORTH 29°54'59" WEST, A DISTANCE OF 467.72 FEET;
THENCE NORTH 49°28'01" WEST, A DISTANCE OF 354.14 FEET;
THENCE NORTH 63°03'10" WEST, A DISTANCE OF 39.70 FEET;
THENCE NORTH 52°09'01" WEST, A DISTANCE OF 37.35 FEET;
THENCE SOUTH 40°38'20" WEST, A DISTANCE OF 430.71 FEET;
THENCE SOUTH 37°43'56" WEST, A DISTANCE OF 67.71 FEET;
THENCE SOUTH 50°53'07" WEST, A DISTANCE OF 101.53 FEET;
THENCE NORTH 84°57'42" WEST, A DISTANCE OF 46.05 FEET;
THENCE NORTH 60°20'51" WEST, A DISTANCE OF 44.51 FEET;
THENCE NORTH 09°32'40" WEST, A DISTANCE OF 56.96 FEET;
THENCE NORTH 86°56'10" WEST, A DISTANCE OF 25.22 FEET;
THENCE SOUTH 55°00'45" WEST, A DISTANCE OF 51.02 FEET;
THENCE NORTH 77°20'26" WEST, A DISTANCE OF 52.88 FEET;
THENCE NORTH 45°16'35" WEST, A DISTANCE OF 64.17 FEET;
THENCE NORTH 63°03'38" WEST, A DISTANCE OF 52.04 FEET;
THENCE NORTH 29°40'43" EAST, A DISTANCE OF 57.71 FEET;
THENCE NORTH 11°21'28" EAST, A DISTANCE OF 85.36 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE NORTH 34°15'27" EAST, A DISTANCE OF 121.56 FEET;
THENCE NORTH 37°31'43" EAST, A DISTANCE OF 58.68 FEET;
THENCE NORTH 38°15'56" WEST, A DISTANCE OF 164.21 FEET;
THENCE NORTH 44°05'38" WEST, A DISTANCE OF 132.74 FEET;
THENCE NORTH 52°55'04" EAST, A DISTANCE OF 52.60 FEET;
THENCE NORTH 71°31'10" EAST, A DISTANCE OF 60.47 FEET;
THENCE NORTH 81°03'14" EAST, A DISTANCE OF 139.31 FEET;
THENCE NORTH 89°14'53" EAST, A DISTANCE OF 62.57 FEET;
THENCE SOUTH 75°59'05" EAST, A DISTANCE OF 116.64 FEET;
THENCE SOUTH 87°01'42" EAST, A DISTANCE OF 19.20 FEET;
THENCE NORTH 28°20'49" EAST, A DISTANCE OF 24.69 FEET;
THENCE NORTH 62°21'34" WEST, A DISTANCE OF 34.07 FEET;
THENCE NORTH 73°19'11" WEST, A DISTANCE OF 99.86 FEET;
THENCE NORTH 78°30'40" WEST, A DISTANCE OF 57.91 FEET;
THENCE NORTH 62°25'44" WEST, A DISTANCE OF 48.47 FEET;
THENCE NORTH 50°29'14" WEST, A DISTANCE OF 82.29 FEET;
THENCE NORTH 55°05'17" WEST, A DISTANCE OF 66.34 FEET;
THENCE NORTH 43°43'29" WEST, A DISTANCE OF 31.03 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 120.52 FEET AND A RADIAL LINE THAT BEARS NORTH 58°16'44" EAST;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°45'13" AND AN ARC DISTANCE OF 153.04 FEET;
THENCE NORTH 35°33'21" EAST, A DISTANCE OF 81.46 FEET;
THENCE NORTH 39°13'31" EAST, A DISTANCE OF 240.88 FEET;
THENCE NORTH 45°56'44" WEST, A DISTANCE OF 186.67 FEET;
THENCE NORTH 65°48'16" WEST, A DISTANCE OF 72.06 FEET;
THENCE NORTH 45°51'01" WEST, A DISTANCE OF 358.72 FEET;
THENCE NORTH 17°02'39" WEST, A DISTANCE OF 77.53 FEET;
THENCE NORTH 38°56'33" WEST, A DISTANCE OF 98.32 FEET;
THENCE NORTH 73°39'23" WEST, A DISTANCE OF 55.12 FEET;
THENCE NORTH 10°22'39" WEST, A DISTANCE OF 77.02 FEET;
THENCE NORTH 52°36'14" WEST, A DISTANCE OF 193.94 FEET;
THENCE SOUTH 62°57'56" WEST, A DISTANCE OF 37.49 FEET;
THENCE NORTH 89°49'17" WEST, A DISTANCE OF 31.81 FEET;
THENCE NORTH 76°30'52" WEST, A DISTANCE OF 19.57 FEET;
THENCE SOUTH 75°30'58" WEST, A DISTANCE OF 13.84 FEET;
THENCE SOUTH 08°47'41" EAST, A DISTANCE OF 27.17 FEET;
THENCE SOUTH 28°05'13" WEST, A DISTANCE OF 40.42 FEET;
THENCE SOUTH 80°21'35" WEST, A DISTANCE OF 154.72 FEET;
THENCE NORTH 85°07'52" WEST, A DISTANCE OF 52.26 FEET;
THENCE SOUTH 74°47'30" WEST, A DISTANCE OF 80.23 FEET;
THENCE SOUTH 89°47'52" WEST, A DISTANCE OF 77.08 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 74°53'49" WEST, A DISTANCE OF 44.94 FEET;
THENCE SOUTH 57°47'55" WEST, A DISTANCE OF 42.54 FEET;
THENCE NORTH 84°34'19" WEST, A DISTANCE OF 22.26 FEET;
THENCE NORTH 52°23'00" WEST, A DISTANCE OF 44.89 FEET;
THENCE NORTH 47°22'56" WEST, A DISTANCE OF 47.69 FEET;
THENCE NORTH 73°26'11" WEST, A DISTANCE OF 44.65 FEET;
THENCE NORTH 72°50'36" WEST, A DISTANCE OF 24.00 FEET;
THENCE NORTH 42°43'50" WEST, A DISTANCE OF 24.56 FEET;
THENCE NORTH 20°39'11" WEST, A DISTANCE OF 19.63 FEET;
THENCE NORTH 02°45'28" WEST, A DISTANCE OF 52.03 FEET;
THENCE NORTH 39°43'14" WEST, A DISTANCE OF 19.57 FEET;
THENCE SOUTH 82°35'59" WEST, A DISTANCE OF 9.92 FEET;
THENCE SOUTH 68°20'10" WEST, A DISTANCE OF 85.30 FEET;
THENCE SOUTH 77°58'34" WEST, A DISTANCE OF 63.48 FEET;
THENCE NORTH 84°16'11" WEST, A DISTANCE OF 44.56 FEET;
THENCE NORTH 66°39'50" WEST, A DISTANCE OF 46.70 FEET;
THENCE NORTH 61°55'13" WEST, A DISTANCE OF 35.28 FEET;
THENCE NORTH 78°10'42" WEST, A DISTANCE OF 46.00 FEET;
THENCE NORTH 47°39'38" WEST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 11°32'30" WEST, A DISTANCE OF 53.57 FEET;
THENCE NORTH 07°43'38" WEST, A DISTANCE OF 26.93 FEET;
THENCE NORTH 28°52'55" WEST, A DISTANCE OF 157.01 FEET;
THENCE NORTH 07°05'08" EAST, A DISTANCE OF 25.26 FEET;
THENCE NORTH 27°06'33" EAST, A DISTANCE OF 53.07 FEET;
THENCE NORTH 08°07'11" EAST, A DISTANCE OF 50.85 FEET;
THENCE NORTH 00°05'27" WEST, A DISTANCE OF 54.09 FEET;
THENCE NORTH 10°38'41" EAST, A DISTANCE OF 52.06 FEET;
THENCE NORTH 17°12'50" EAST, A DISTANCE OF 35.07 FEET;
THENCE NORTH 00°18'17" EAST, A DISTANCE OF 59.95 FEET;
THENCE NORTH 11°35'10" WEST, A DISTANCE OF 37.42 FEET;
THENCE NORTH 26°19'22" WEST, A DISTANCE OF 38.37 FEET;
THENCE NORTH 36°37'53" WEST, A DISTANCE OF 31.77 FEET;
THENCE NORTH 14°45'26" WEST, A DISTANCE OF 30.94 FEET;
THENCE NORTH 09°47'40" EAST, A DISTANCE OF 64.49 FEET;
THENCE NORTH 24°08'28" WEST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 46°46'00" WEST, A DISTANCE OF 64.88 FEET;
THENCE NORTH 20°06'58" WEST, A DISTANCE OF 27.32 FEET;
THENCE NORTH 07°36'08" WEST, A DISTANCE OF 28.45 FEET;
THENCE NORTH 81°30'31" WEST, A DISTANCE OF 5.53 FEET;
THENCE SOUTH 19°02'14" WEST, A DISTANCE OF 47.28 FEET;
THENCE SOUTH 16°05'09" WEST, A DISTANCE OF 51.48 FEET;
THENCE SOUTH 35°28'03" WEST, A DISTANCE OF 66.35 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 41°10'25" WEST, A DISTANCE OF 25.17 FEET;
THENCE SOUTH 32°23'01" WEST, A DISTANCE OF 61.64 FEET;
THENCE SOUTH 57°08'48" WEST, A DISTANCE OF 29.71 FEET;
THENCE SOUTH 79°26'45" WEST, A DISTANCE OF 44.48 FEET;
THENCE NORTH 62°36'39" WEST, A DISTANCE OF 26.55 FEET;
THENCE NORTH 51°48'20" WEST, A DISTANCE OF 48.81 FEET;
THENCE NORTH 74°15'11" WEST, A DISTANCE OF 37.44 FEET;
THENCE NORTH 87°39'05" WEST, A DISTANCE OF 56.83 FEET;
THENCE NORTH 71°02'00" WEST, A DISTANCE OF 52.95 FEET;
THENCE SOUTH 57°46'31" WEST, A DISTANCE OF 23.70 FEET;
THENCE SOUTH 41°47'28" WEST, A DISTANCE OF 59.18 FEET;
THENCE SOUTH 34°56'19" WEST, A DISTANCE OF 24.97 FEET;
THENCE SOUTH 54°00'55" WEST, A DISTANCE OF 27.13 FEET;
THENCE SOUTH 83°21'03" WEST, A DISTANCE OF 30.93 FEET;
THENCE NORTH 84°10'48" WEST, A DISTANCE OF 33.29 FEET;
THENCE SOUTH 88°19'16" WEST, A DISTANCE OF 38.19 FEET;
THENCE NORTH 75°02'21" WEST, A DISTANCE OF 49.74 FEET;
THENCE NORTH 67°21'35" WEST, A DISTANCE OF 21.39 FEET;
THENCE SOUTH 80°11'49" WEST, A DISTANCE OF 19.16 FEET;
THENCE SOUTH 36°14'51" WEST, A DISTANCE OF 16.35 FEET;
THENCE SOUTH 08°01'24" WEST, A DISTANCE OF 28.55 FEET;
THENCE SOUTH 45°11'22" WEST, A DISTANCE OF 22.52 FEET;
THENCE NORTH 87°10'58" WEST, A DISTANCE OF 18.46 FEET;
THENCE NORTH 54°27'38" WEST, A DISTANCE OF 21.08 FEET;
THENCE NORTH 29°05'56" WEST, A DISTANCE OF 33.34 FEET;
THENCE NORTH 09°21'18" WEST, A DISTANCE OF 66.42 FEET;
THENCE NORTH 01°24'30" WEST, A DISTANCE OF 140.84 FEET;
THENCE NORTH 78°21'49" WEST, A DISTANCE OF 39.91 FEET;
THENCE NORTH 00°40'45" WEST, A DISTANCE OF 35.11 FEET;
THENCE NORTH 85°11'56" EAST, A DISTANCE OF 33.89 FEET;
THENCE NORTH 10°37'17" WEST, A DISTANCE OF 266.22 FEET TO THE BEGINNING OF A NON
 TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 147.72 FEET AND A RADIAL LINE
 THAT BEARS NORTH 79°25'24" EAST;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°13'29" AND
 AN ARC DISTANCE OF 114.02 FEET;
THENCE NORTH 21°48'52" WEST, A DISTANCE OF 29.88 FEET;
THENCE NORTH 16°18'30" WEST, A DISTANCE OF 26.35 FEET;
THENCE NORTH 37°29'35" WEST, A DISTANCE OF 41.61 FEET;
THENCE NORTH 46°08'36" WEST, A DISTANCE OF 74.38 FEET;
THENCE NORTH 46°02'22" WEST, A DISTANCE OF 67.60 FEET;
THENCE NORTH 50°37'35" WEST, A DISTANCE OF 20.11 FEET;
THENCE NORTH 60°31'48" WEST, A DISTANCE OF 16.84 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE SOUTH 35°55'32" WEST, A DISTANCE OF 62.62 FEET;
THENCE SOUTH 45°18'12" WEST, A DISTANCE OF 17.11 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 36.10 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°31'37", AND AN
ARC DISTANCE OF 56.41 FEET;
THENCE NORTH 44°33'39" WEST, A DISTANCE OF 39.19 FEET;
THENCE NORTH 40°42'11" WEST, A DISTANCE OF 18.41 FEET;
THENCE NORTH 66°44'23" WEST, A DISTANCE OF 39.74 FEET;
THENCE NORTH 80°20'41" WEST, A DISTANCE OF 60.38 FEET;
THENCE NORTH 38°25'27" WEST, A DISTANCE OF 14.75 FEET TO THE BEGINNING OF A NON
TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 14.02 FEET AND A RADIAL LINE
THAT BEARS SOUTH 77°06'01" WEST;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 171°10'13" AND AN
ARC DISTANCE OF 41.88 FEET;
THENCE SOUTH 01°21'16" EAST, A DISTANCE OF 34.74 FEET;
THENCE SOUTH 11°58'52" WEST, A DISTANCE OF 55.48 FEET;
THENCE SOUTH 20°24'42" WEST, A DISTANCE OF 56.61 FEET;
THENCE SOUTH 15°56'36" WEST, A DISTANCE OF 63.36 FEET;
THENCE SOUTH 30°55'19" WEST, A DISTANCE OF 28.57 FEET;
THENCE SOUTH 44°33'26" WEST, A DISTANCE OF 34.63 FEET;
THENCE SOUTH 33°25'41" WEST, A DISTANCE OF 39.74 FEET;
THENCE SOUTH 53°25'18" WEST, A DISTANCE OF 59.15 FEET;
THENCE SOUTH 32°22'51" WEST, A DISTANCE OF 53.12 FEET;
THENCE SOUTH 38°45'16" WEST, A DISTANCE OF 48.46 FEET;
THENCE SOUTH 46°37'10" WEST, A DISTANCE OF 39.33 FEET;
THENCE SOUTH 26°26'45" WEST, A DISTANCE OF 32.80 FEET;
THENCE SOUTH 05°22'15" WEST, A DISTANCE OF 27.26 FEET;
THENCE SOUTH 22°40'20" EAST, A DISTANCE OF 53.57 FEET;
THENCE SOUTH 84°22'52" EAST, A DISTANCE OF 37.87 FEET;
THENCE SOUTH 02°42'58" WEST, A DISTANCE OF 33.86 FEET;
THENCE SOUTH 14°33'40" WEST, A DISTANCE OF 49.46 FEET;
THENCE SOUTH 11°38'35" EAST, A DISTANCE OF 37.87 FEET;
THENCE SOUTH 31°17'07" EAST, A DISTANCE OF 28.25 FEET;
THENCE SOUTH 40°57'47" EAST, A DISTANCE OF 131.06 FEET;
THENCE SOUTH 29°19'52" EAST, A DISTANCE OF 33.29 FEET;
THENCE SOUTH 01°38'36" EAST, A DISTANCE OF 20.46 FEET;
THENCE SOUTH 38°54'10" WEST, A DISTANCE OF 21.46 FEET;
THENCE SOUTH 71°10'34" WEST, A DISTANCE OF 77.44 FEET;
THENCE SOUTH 60°31'08" WEST, A DISTANCE OF 77.99 FEET;
THENCE SOUTH 77°56'00" WEST, A DISTANCE OF 44.87 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE NORTH 75°00'06" WEST, A DISTANCE OF 44.59 FEET;
THENCE NORTH 56°12'31" WEST, A DISTANCE OF 28.67 FEET;
THENCE NORTH 33°37'00" WEST, A DISTANCE OF 57.87 FEET;
THENCE NORTH 44°22'23" WEST, A DISTANCE OF 53.06 FEET;
THENCE NORTH 52°53'58" WEST, A DISTANCE OF 95.54 FEET;
THENCE NORTH 47°55'14" WEST, A DISTANCE OF 43.57 FEET;
THENCE NORTH 64°37'08" WEST, A DISTANCE OF 51.81 FEET;
THENCE SOUTH 46°36'45" WEST, A DISTANCE OF 77.43 FEET;
THENCE SOUTH 23°25'28" WEST, A DISTANCE OF 25.71 FEET;
THENCE NORTH 65°13'25" WEST, A DISTANCE OF 25.39 FEET;
THENCE NORTH 55°10'13" WEST, A DISTANCE OF 158.42 FEET;
THENCE NORTH 27°57'45" WEST, A DISTANCE OF 198.72 FEET;
THENCE NORTH 15°36'51" WEST, A DISTANCE OF 292.65 FEET;
THENCE NORTH 30°58'41" WEST, A DISTANCE OF 83.20 FEET;
THENCE NORTH 01°41'58" WEST, A DISTANCE OF 19.58 FEET;
THENCE NORTH 26°25'09" EAST, A DISTANCE OF 60.09 FEET;
THENCE NORTH 05°15'09" EAST, A DISTANCE OF 35.84 FEET;
THENCE NORTH 01°34'28" WEST, A DISTANCE OF 38.85 FEET;
THENCE NORTH 08°27'38" EAST, A DISTANCE OF 31.27 FEET;
THENCE NORTH 00°01'30" EAST, A DISTANCE OF 30.52 FEET;
THENCE NORTH 22°09'40" EAST, A DISTANCE OF 29.30 FEET;
THENCE NORTH 44°50'31" EAST, A DISTANCE OF 46.20 FEET;
THENCE NORTH 59°10'58" EAST, A DISTANCE OF 56.06 FEET;
THENCE NORTH 68°05'06" EAST, A DISTANCE OF 21.60 FEET;
THENCE NORTH 15°32'41" EAST, A DISTANCE OF 79.99 FEET;
THENCE NORTH 41°12'35" EAST, A DISTANCE OF 39.80 FEET;
THENCE NORTH, A DISTANCE OF 92.63 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 84.34 FEET AND A RADIAL LINE THAT BEARS NORTH 72°57'17" EAST;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°09'33" AND AN ARC DISTANCE OF 70.89 FEET TO A REVERSE CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 23.10 FEET AND A RADIAL LINE THAT BEARS NORTH 58°53'10" WEST;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°11'59" AND AN ARC DISTANCE OF 34.75 FEET TO A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 42.13 FEET AND A RADIAL LINE THAT BEARS NORTH 34°54'51" EAST;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°00'33" AND AN ARC DISTANCE OF 61.04 FEET;
THENCE NORTH 27°55'24" EAST, A DISTANCE OF 32.90 FEET;
THENCE NORTH 44°41'25" WEST, A DISTANCE OF 26.92 FEET;
THENCE NORTH 28°17'16" WEST, A DISTANCE OF 33.56 FEET;
THENCE NORTH 14°38'19" WEST, A DISTANCE OF 43.39 FEET;
THENCE NORTH 00°49'38" WEST, A DISTANCE OF 51.39 FEET;

EXHIBIT "A"

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

THENCE NORTH 10°20'38" EAST, A DISTANCE OF 46.71 FEET;
THENCE NORTH 22°39'34" EAST, A DISTANCE OF 162.07 FEET TO A POINT ON THE LITTLE TEMECULA RANCHO LINE AS SHOWN ON PARCEL MAP 11533 FILED IN BOOK 63, PAGES 84 AND 85 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RANCHO LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID 13TH FRINGE AREA ANNEXATION 1967;
THENCE NORTHEASTERLY ALONG SAID LINE, NORTH 34°05'49" EAST, A DISTANCE OF 528.27 FEET;
THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE NORTH 34°05'49" EAST, A DISTANCE OF 333.06 FEET TO THE NORTHERLY CORNER OF LOT "A" OF SAID PARCEL MAP 11533, SAID NORTHERLY CORNER ALSO BEING THE WESTERLY CORNER OF 26TH FRINGE AREA ANNEXATION 1985;
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF PARCEL 1, LOTS "A", "D", "E", "F", AND "G" OF SAID PARCEL MAP 11533, ALSO BEING THE SOUTHWESTERLY LINE OF 26TH FRINGE AREA ANNEXATION 1985, SOUTH 47°44'42" EAST, A DISTANCE OF 3,857.78 FEET;
THENCE NORTHEASTERLY LEAVING SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF SAID 26TH FRINGE AREA ANNEXATION 1985, NORTH 43°47'26" EAST, A DISTANCE OF 1,943.65 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE "25TH FRINGE AREA ANNEXATION 1983" LYING WITHIN SAID DESCRIBED ABOVE PARCEL.

CONTAINING 457.89 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO MADE A PART THEREOF.


DENNIS W. JANDA
PLS. 6359

2 MARCH 16
DATED



The Metropolitan Water District
of Southern California
Geodetics & Mapping Team
ANNEXATION - CONDITIONAL REV
Reviewer: B.G. Date: 3/7/16

EXHIBIT "B" THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SHEET 1 OF 9

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS 'P477', AND 'BILL', NAD 83(EPOCH 2007.00) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. DISTANCES FROM REFERENCE MAPS OR DEEDS ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. ALL MEASURED DISTANCES SHOWN ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY THE COMBINATION FACTOR OF 0.999910419. CALCULATIONS ARE MADE AT THE CENTERLINE INTERSECTIONS OF WOLF VALLEY RD. AND PECHANGA PKWY., WITH COORDINATES OF: N: 2111928.970 E: 6300070.057, USING ELEVATION 1072.96



N=2154994.896
E=6313564.243
NGS 'BILL',
2007.00 EPOCH

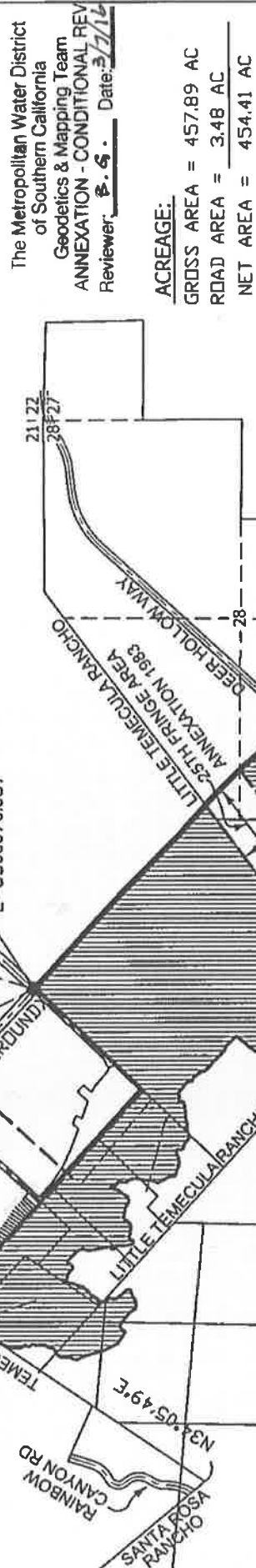
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NGS 'P477',
2007.00 EPOCH

N=2114724.993
E=6296992.363

N=211928.970
E=6300070.057



SCALE = 1" = 2000'



The Metropolitan Water District of Southern California
Geodetics & Mapping Team
ANNEXATION - CONDITIONAL REVIEW
Reviewer: B.S. Date: 3/7/16

ACREAGE:
GROSS AREA = 457.89 AC
ROAD AREA = 3.48 AC
NET AREA = 454.41 AC

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN MUNICIPAL WATER DISTRICT

PREPARED BY:
DENNIS JANDA, INC.
42164 REMINGTON AVE.
TEMECULA, CA 92590
951-699-8874

LITTLE TEMECULA RANCHO,
SECTIONS 28, 29, 30, 32
AND 33, T8S, R2W, S.B.B. & M
TEMECULA, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

EXHIBIT "B"
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SHEET 2 OF 9

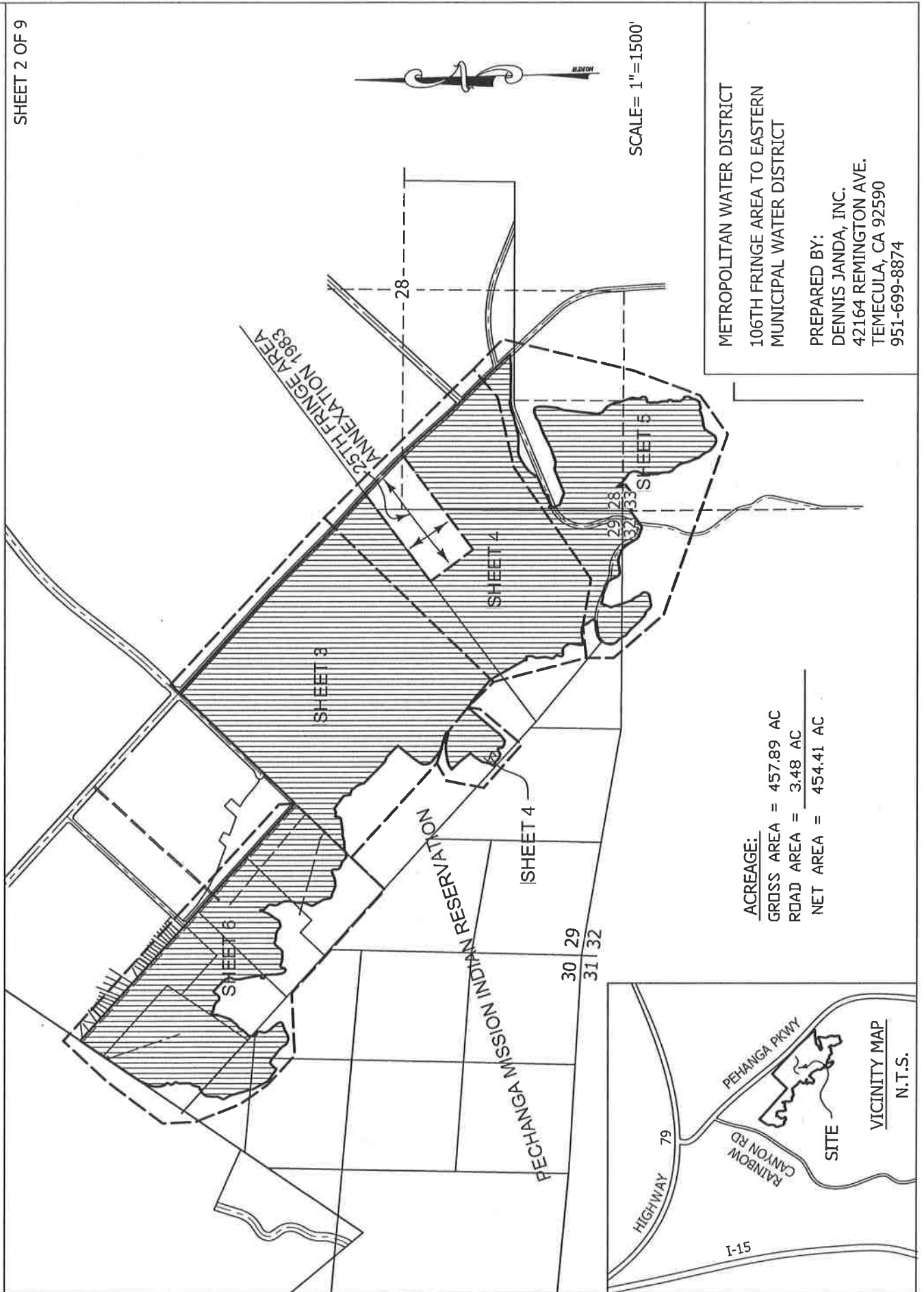
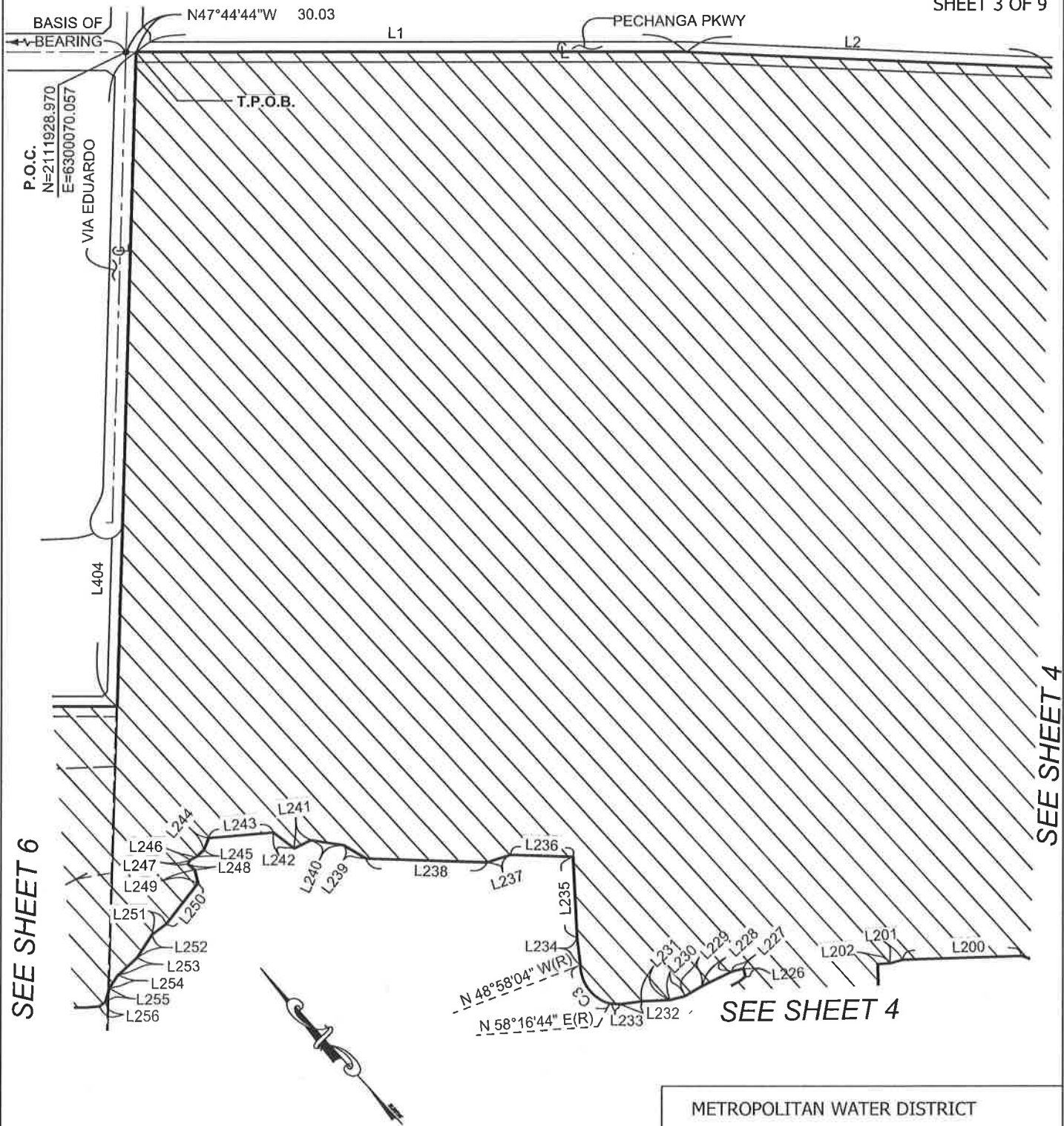


EXHIBIT "B"

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SHEET 3 OF 9



SEE SHEET 6

SEE SHEET 4

SEE SHEET 4

SCALE: 1"=400'

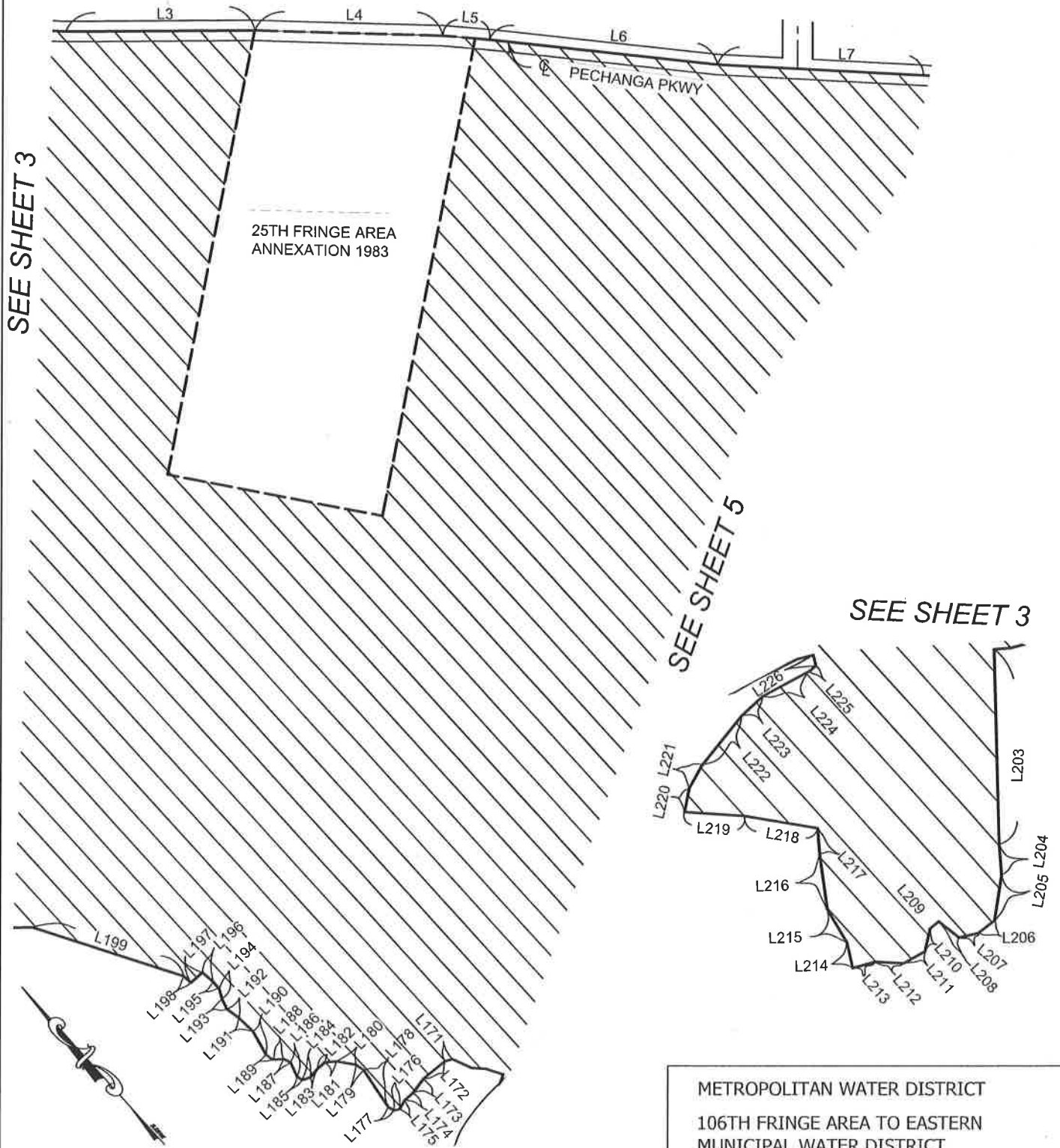
METROPOLITAN WATER DISTRICT
 106TH FRINGE AREA TO EASTERN
 MUNICIPAL WATER DISTRICT

PREPARED BY:
 DENNIS JANDA, INC.
 42164 REMINGTON AVE.
 TEMECULA, CA 92590
 951-699-8874

EXHIBIT "B"

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

SHEET 4 OF 9



SCALE: 1" = 400'

METROPOLITAN WATER DISTRICT
 106TH FRINGE AREA TO EASTERN
 MUNICIPAL WATER DISTRICT

PREPARED BY:
 DENNIS JANDA, INC.
 42164 REMINGTON AVE.
 TEMECULA, CA 92590
 951-699-8874

EXHIBIT "B"

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SHEET 5 OF 9

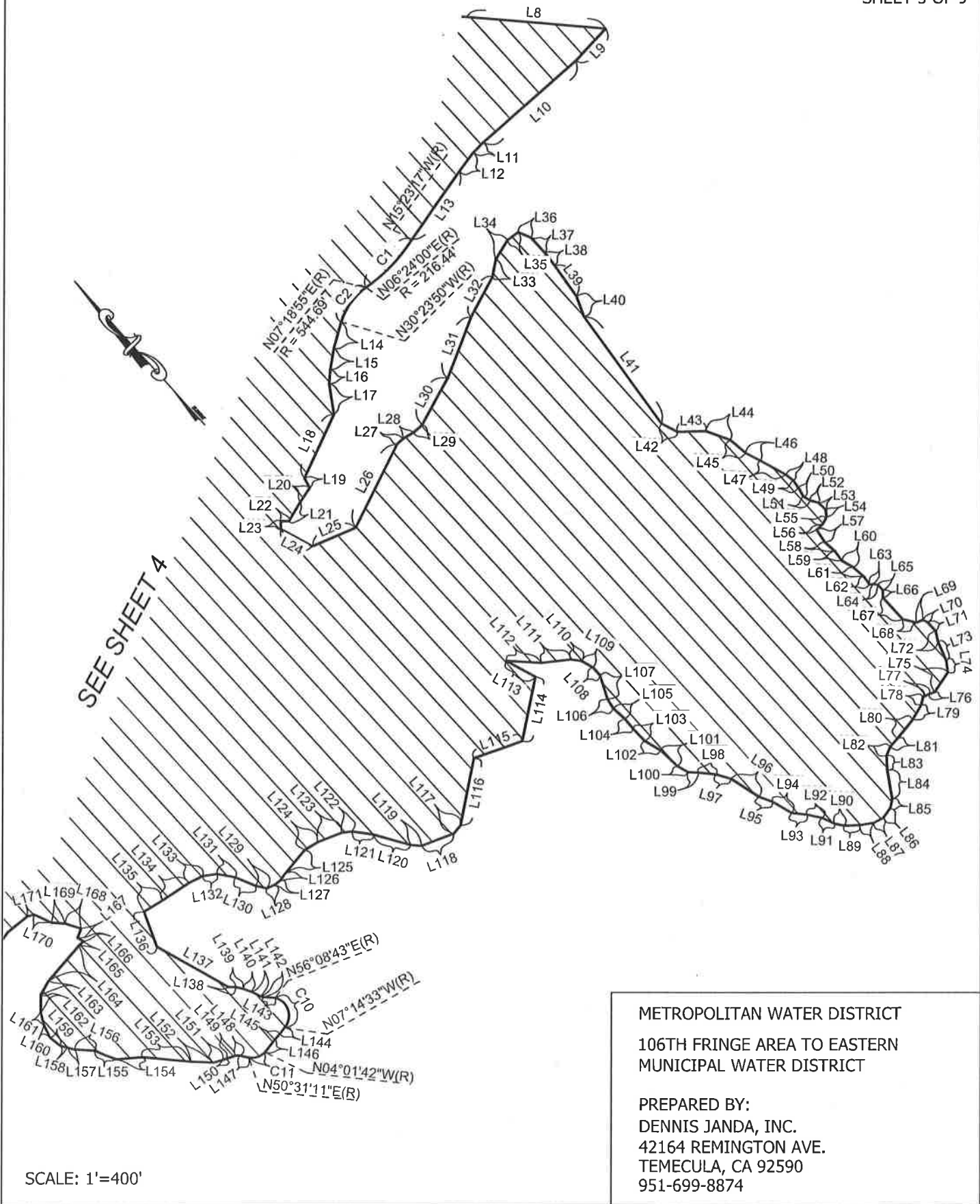
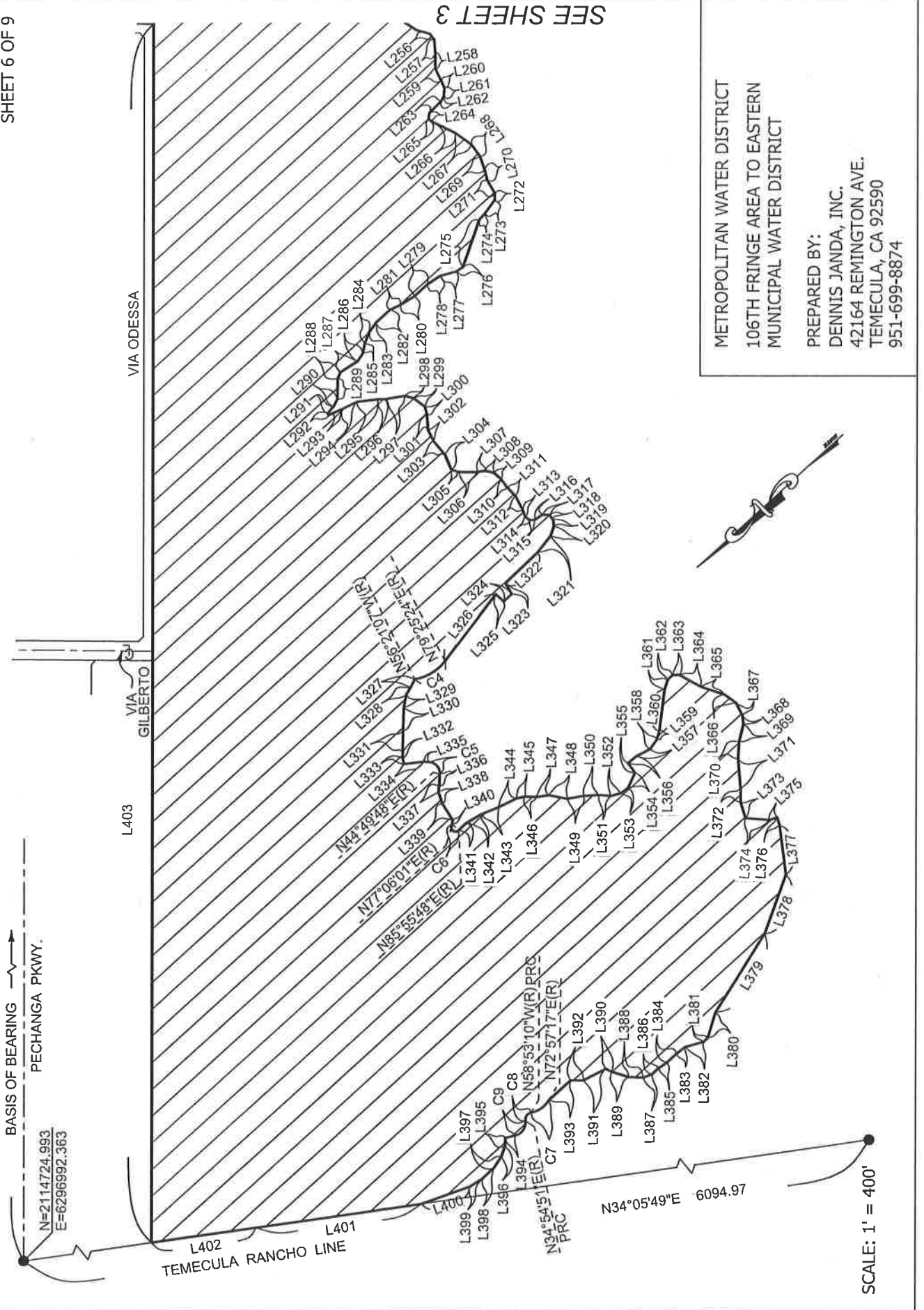


EXHIBIT "B"

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SHEET 6 OF 9



METROPOLITAN WATER DISTRICT
 106TH FRINGE AREA TO EASTERN
 MUNICIPAL WATER DISTRICT

PREPARED BY:
 DENNIS JANDA, INC.
 42164 REMINGTON AVE.
 TEMECULA, CA 92590
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SHEET 7 OF 9

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°44'44"W	1636.90'
L2	N45°15'08"W	1094.51'
L3	N48°07'47"W	556.12'
L4	N46°10'38"W	553.25'
L5	N42°45'22"W	138.15'
L6	N41°34'47"W	675.67'
L7	N44°49'05"W	609.18'
L8	N43°00'59"W	452.29'
L9	N85°00'58"E	141.07'
L10	N89°10'25"W	399.98'
L11	N86°38'11"E	45.33'
L12	N78°45'25"E	74.05'
L13	N76°55'49"E	267.72'
L14	N57°44'11"E	88.00'
L15	N51°16'39"E	70.23'
L16	N46°51'07"E	44.97'
L17	N33°18'45"E	100.23'
L18	N66°50'37"E	226.39'
L19	N13°43'29"E	35.75'
L20	N75°32'33"E	55.25'
L21	N73°00'27"E	71.78'
L22	N46°12'00"W	26.05'
L23	N42°28'04"E	26.20'
L24	N19°22'14"W	116.20'
L25	N71°04'44"W	151.55'
L26	N68°23'44"E	300.60'
L27	N90°00'00"W	26.28'
L28	N78°47'39"W	39.85'
L29	N88°53'57"W	35.05'
L30	N70°47'37"E	173.27'
L31	N62°58'03"E	209.49'
L32	N70°15'59"E	147.47'
L33	N52°23'37"E	57.70'
L34	N73°58'22"E	72.07'
L35	N83°09'46"W	43.60'
L36	N24°05'37"W	44.54'
L37	N00°14'20"W	64.84'
L38	N03°31'56"E	51.75'
L39	N06°42'02"E	122.62'
L40	N22°05'50"E	69.27'
L41	N06°08'19"E	427.84'
L42	N20°34'40"W	57.95'
L43	N49°34'44"W	91.24'
L44	N27°50'54"W	84.61'
L45	N07°11'23"W	65.17'
L46	N20°49'59"W	54.47'
L47	N19°17'24"W	94.74'
L48	N09°39'10"W	30.11'
L49	N07°12'19"E	28.35'
L50	N12°25'39"E	33.04'
L51	N16°42'45"W	24.73'
L52	N33°13'11"W	28.67'
L53	N03°30'49"W	32.52'
L54	N37°06'57"E	24.34'
L55	N69°34'59"E	25.79'
L56	N90°00'00"W	26.06'
L57	N09°01'53"E	47.89'
L58	N05°48'42"W	44.35'

LINE TABLE		
LINE	BEARING	LENGTH
L59	N06°02'23"E	37.79'
L60	N17°58'06"W	43.19'
L61	N07°08'13"W	45.59'
L62	N06°31'11"E	31.99'
L63	N57°40'18"W	10.63'
L64	N39°56'15"W	15.66'
L65	N01°14'44"W	25.10'
L66	N43°52'00"E	23.01'
L67	N00°36'18"W	96.60'
L68	N34°38'47"W	45.08'
L69	N69°52'45"W	22.41'
L70	N22°28'03"W	17.53'
L71	N00°27'28"E	38.48'
L72	N28°45'44"E	35.04'
L73	N18°57'05"E	67.21'
L74	N34°09'35"E	37.42'
L75	N75°58'15"E	76.98'
L76	N67°38'13"W	21.77'
L77	N75°24'16"W	19.56'
L78	N55°19'04"E	25.67'
L79	N72°46'19"E	54.16'
L80	N80°53'04"E	79.02'
L81	N83°46'02"E	35.28'
L82	N64°43'09"E	31.80'
L83	N38°57'19"E	46.68'
L84	N32°14'42"E	93.72'
L85	N54°12'42"E	30.23'
L86	N78°05'03"E	38.05'
L87	N75°19'32"W	36.23'
L88	N56°11'11"W	45.72'
L89	N49°50'58"W	51.44'
L90	N36°29'56"W	30.88'
L91	N22°24'37"W	44.30'
L92	N35°36'48"W	51.72'
L93	N41°51'50"W	49.01'
L94	N17°34'10"W	71.07'
L95	N27°43'58"W	45.87'
L96	N15°33'24"W	110.23'
L97	N31°03'01"W	48.14'
L98	N41°41'26"W	57.28'
L99	N45°01'08"W	35.52'
L100	N18°20'15"W	38.47'
L101	N04°44'50"W	74.02'
L102	N17°16'47"W	61.08'
L103	N01°25'41"W	55.92'
L104	N02°19'20"E	39.96'
L105	N05°59'52"W	49.86'
L106	N09°54'46"E	35.80'
L107	N24°47'42"E	79.41'
L108	N01°01'40"E	34.81'
L109	N17°48'35"W	43.05'
L110	N39°52'45"W	34.52'
L111	N54°20'30"W	95.49'
L112	N44°38'24"W	116.06'
L113	N19°26'35"W	108.20'
L114	N53°39'34"E	212.08'

LINE TABLE		
LINE	BEARING	LENGTH
L115	N67°11'51"W	165.97'
L116	N53°23'43"E	220.98'
L117	N81°51'52"E	34.43'
L118	N68°31'23"W	109.85'
L119	N43°44'07"W	33.55'
L120	N31°58'23"W	126.93'
L121	N39°41'47"W	67.89'
L122	N54°54'18"W	34.42'
L123	N69°25'20"W	83.47'
L124	N78°45'46"W	47.42'
L125	N81°45'48"E	98.33'
L126	N77°40'26"E	27.28'
L127	N85°12'31"W	24.99'
L128	N71°46'30"W	26.13'
L129	N35°04'18"W	36.75'
L130	N25°07'31"W	71.58'
L131	N37°27'16"W	59.68'
L132	N56°20'02"W	45.91'
L133	N73°57'13"W	49.18'
L134	N81°20'53"W	103.13'
L135	N79°13'41"W	68.82'
L136	N22°01'08"E	120.61'
L137	N18°20'45"W	264.69'
L138	N47°40'30"W	23.96'
L139	N35°02'27"W	24.26'
L140	N27°49'54"W	26.05'
L141	N22°14'22"W	35.98'
L142	N33°51'36"W	7.89'
L143	N43°51'51"W	37.95'
L144	N80°17'33"E	25.47'
L145	N81°49'32"E	24.03'
L146	N80°16'23"E	51.78'
L147	N35°07'15"W	30.40'
L148	N49°02'01"W	13.10'
L149	N66°33'10"W	31.38'
L150	N66°10'50"W	11.83'
L151	N63°55'01"W	30.89'
L152	N45°16'27"W	72.53'
L153	N42°35'39"W	158.13'
L154	N52°30'03"W	81.98'
L155	N28°39'00"W	36.92'
L156	N24°44'50"W	41.04'
L157	N44°45'56"W	63.32'
L158	N32°35'51"W	46.48'
L159	N09°06'29"W	41.85'

METROPOLITAN WATER DISTRICT
 106TH FRINGE AREA TO EASTERN
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SHEET 8 OF 9

LINE TABLE		
LINE	BEARING	LENGTH
L160	N15°13'43"E	43.45'
L161	N28°11'15"E	43.63'
L162	N42°06'12"E	56.94'
L163	N71°05'10"E	50.76'
L164	N82°09'29"E	149.77'
L165	N88°56'08"W	20.09'
L166	N17°31'49"W	21.80'
L167	N61°08'03"E	32.12'
L168	N30°12'26"W	52.63'
L169	N43°42'37"W	43.99'
L170	N23°14'44"W	61.47'
L171	N62°47'35"W	22.20'
L172	N87°07'06"W	80.75'
L173	N79°00'42"E	53.19'
L174	N89°47'56"W	31.14'
L175	N72°48'20"E	30.78'
L176	N60°53'23"W	16.99'
L177	N16°32'43"W	19.52'
L178	N08°26'32"E	130.99'
L179	N12°47'58"W	26.92'
L180	N37°43'48"W	58.04'
L181	N53°10'42"W	34.27'
L182	N88°36'06"W	27.76'
L183	N80°45'20"E	33.96'
L184	N64°07'22"W	24.15'
L185	N16°18'00"W	17.76'
L186	N17°47'16"E	46.13'
L187	N22°15'40"W	23.29'
L188	N51°01'26"W	31.00'
L189	N11°27'14"W	24.60'
L190	N12°27'29"E	78.85'
L191	N04°01'19"W	57.00'
L192	N11°07'45"W	43.30'
L193	N16°03'23"E	33.49'
L194	N26°10'58"E	30.63'
L195	N03°00'06"E	27.38'
L196	N07°32'16"W	41.98'
L197	N89°45'01"W	44.89'
L198	N05°19'07"W	28.69'
L199	N29°54'59"W	467.72'
L200	N49°28'01"W	354.14'
L201	N63°03'10"W	39.70'
L202	N52°09'01"W	37.35'
L203	N40°38'20"E	430.71'
L204	N37°43'56"E	67.71'
L205	N50°53'07"E	101.53'
L206	N84°57'42"W	46.05'
L207	N60°20'51"W	44.51'
L208	N09°32'40"W	56.96'
L209	N86°56'10"W	25.22'
L210	N55°00'45"E	51.02'
L211	N77°20'26"W	52.88'
L212	N45°16'35"W	64.17'
L213	N63°03'38"W	52.04'
L214	N29°40'43"E	57.71'
L215	N11°21'28"E	85.36'
L216	N34°15'27"E	121.56'
L217	N37°31'43"E	58.68'

LINE TABLE		
LINE	BEARING	LENGTH
L218	N38°15'56"W	164.21'
L219	N44°05'38"W	132.74'
L220	N52°55'04"E	52.60'
L221	N71°31'10"E	60.47'
L222	N81°03'14"E	139.31'
L223	N89°14'53"E	62.57'
L224	N75°59'05"W	116.64'
L225	N87°01'42"W	19.20'
L226	N28°20'49"E	24.69'
L227	N62°21'34"W	34.07'
L228	N73°19'11"W	99.86'
L229	N78°30'40"W	57.91'
L230	N62°25'44"W	48.47'
L231	N50°29'14"W	82.29'
L232	N55°05'17"W	66.34'
L233	N43°43'29"W	31.03'
L234	N35°33'21"E	81.46'
L235	N39°13'31"E	240.88'
L236	N45°56'44"W	186.67'
L237	N65°48'16"W	72.06'
L238	N45°51'01"W	358.72'
L239	N17°02'39"W	77.53'
L240	N38°56'33"W	98.32'
L241	N73°39'23"W	55.12'
L242	N10°22'39"W	77.02'
L243	N52°36'14"W	193.94'
L244	N62°57'56"E	37.49'
L245	N89°49'17"W	31.81'
L246	N76°30'52"W	19.57'
L247	N75°30'58"E	13.84'
L248	N08°47'41"W	27.17'
L249	N28°05'13"E	40.42'
L250	N80°21'35"E	154.72'
L251	N85°07'52"W	52.26'
L252	N74°47'30"E	80.23'
L253	N89°47'52"E	77.08'
L254	N74°53'49"E	44.94'
L255	N57°47'55"E	42.54'
L256	N84°34'19"W	22.26'
L257	N52°23'00"W	44.89'
L258	N47°22'56"W	47.69'
L259	N73°26'11"W	44.65'
L260	N72°50'36"W	24.00'
L261	N42°43'50"W	24.56'
L262	N20°39'11"W	19.63'
L263	N02°45'28"W	52.03'
L264	N39°43'14"W	19.57'
L265	N82°35'59"E	9.92'
L266	N68°20'10"E	85.30'
L267	N77°58'34"E	63.48'
L268	N84°16'11"W	44.56'
L269	N66°39'50"W	46.70'
L270	N61°55'13"W	35.28'
L271	N78°10'42"W	46.00'
L272	N47°39'38"W	21.40'
L273	N11°32'30"W	53.57'
L274	N07°43'38"W	26.93'

LINE TABLE		
LINE	BEARING	LENGTH
L275	N28°52'55"W	157.01'
L276	N07°05'08"E	25.26'
L277	N27°06'33"E	53.07'
L278	N08°07'11"E	50.85'
L279	N00°05'27"W	54.09'
L280	N10°38'41"E	52.06'
L281	N17°12'50"E	35.07'
L282	N00°18'17"E	59.95'
L283	N11°35'10"W	37.42'
L284	N26°19'22"W	38.37'
L285	N36°37'53"W	31.77'
L286	N14°45'26"W	30.94'
L287	N09°47'40"E	64.49'
L288	N24°08'28"W	21.40'
L289	N46°46'00"W	64.88'
L290	N20°06'58"W	27.32'
L291	N07°36'08"W	28.45'
L292	N81°30'31"W	5.53'
L293	N19°02'14"E	47.28'
L294	N16°05'09"E	51.48'
L295	N35°28'03"E	66.35'
L296	N41°10'25"E	25.17'
L297	N32°23'01"E	61.64'
L298	N57°08'48"E	29.71'
L299	N79°26'45"E	44.48'
L300	N62°36'39"W	26.55'
L301	N51°48'20"W	48.81'
L302	N74°15'11"W	37.44'
L303	N87°39'05"W	56.83'
L304	N71°02'00"W	52.95'
L305	N57°46'31"E	23.70'
L306	N41°47'28"E	59.18'
L307	N34°56'19"E	24.97'
L308	N54°00'55"E	27.13'
L309	N83°21'03"E	30.93'
L310	N84°10'48"W	33.29'
L311	N88°19'16"E	38.19'
L312	N75°02'21"W	49.74'
L313	N67°21'35"W	21.39'
L314	N80°11'49"E	19.16'
L315	N36°14'51"E	16.35'
L316	N08°01'24"E	28.55'
L317	N45°11'22"E	22.52'
L318	N87°10'58"W	18.46'
L319	N54°27'38"W	21.08'

METROPOLITAN WATER DISTRICT
106TH FRINGE AREA TO EASTERN
MUNICIPAL WATER DISTRICT

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SHEET 9 OF 9

LINE TABLE		
LINE	BEARING	LENGTH
L320	N29°05'56"W	33.34'
L321	N09°21'18"W	66.42'
L322	N01°24'30"W	140.84'
L323	N78°21'49"W	39.91'
L324	N00°40'45"W	35.11'
L325	N85°11'56"E	33.89'
L326	N10°37'17"W	266.22'
L327	N21°48'52"W	29.88'
L328	N16°18'30"W	26.35'
L329	N37°29'35"W	41.61'
L330	N46°08'36"W	74.38'
L331	N46°02'22"W	67.60'
L332	N50°37'35"W	20.11'
L333	N60°31'48"W	16.84'
L334	N35°55'32"E	62.62'
L335	N45°18'12"E	17.11'
L336	N44°33'39"W	39.19'
L337	N40°42'11"W	18.41'
L338	N66°44'23"W	39.74'
L339	N80°20'41"W	60.38'
L340	N38°25'27"W	14.75'
L341	N01°21'16"W	34.74'
L342	N11°58'52"E	55.48'
L343	N20°24'42"E	56.61'
L344	N15°56'36"E	63.36'
L345	N30°55'19"E	28.57'
L346	N44°33'26"E	34.63'
L347	N33°25'41"E	39.74'
L348	N53°25'18"E	59.15'
L349	N32°22'51"E	53.12'
L350	N38°45'16"E	48.46'
L351	N46°37'10"E	39.33'
L352	N26°26'45"E	32.80'
L353	N05°22'15"E	27.26'
L354	N22°40'20"W	53.57'
L355	N84°22'52"W	37.87'
L356	N02°42'58"E	33.86'
L357	N14°33'40"E	49.46'
L358	N11°38'35"W	37.87'
L359	N31°17'07"W	28.25'
L360	N40°57'47"W	131.06'
L361	N29°19'52"W	33.29'
L362	N01°38'36"W	20.46'
L363	N38°54'10"E	21.46'
L364	N71°10'34"E	77.44'
L365	N60°31'08"E	77.99'
L366	N77°56'00"E	44.87'
L367	N75°00'06"W	44.59'
L368	N56°12'31"W	28.67'
L369	N33°37'00"W	57.87'
L370	N44°22'23"W	53.06'
L371	N52°53'58"W	95.54'
L372	N47°55'14"W	43.57'
L373	N64°37'08"W	51.81'
L374	N46°36'45"E	77.43'
L375	N23°25'28"E	25.71'
L376	N65°13'25"W	25.39'
L377	N55°10'13"W	158.42'

LINE TABLE		
LINE	BEARING	LENGTH
L378	N27°57'45"W	198.72'
L379	N15°36'51"W	292.65'
L380	N30°58'41"W	83.20'
L381	N01°41'58"W	19.58'
L382	N26°25'09"E	60.09'
L383	N05°15'09"E	35.84'
L384	N01°34'28"W	38.85'
L385	N08°27'38"E	31.27'
L386	N00°01'30"E	30.52'
L387	N22°09'40"E	29.30'
L388	N44°50'31"E	46.20'
L389	N59°10'58"E	56.06'
L390	N68°05'06"E	21.60'
L391	N15°32'41"E	79.99'
L392	N41°12'35"E	39.80'
L393	N00°00'00"E	92.63'
L394	N27°55'24"E	32.90'
L395	N44°41'25"W	26.92'
L396	N28°17'16"W	33.56'
L397	N14°38'19"W	43.39'
L398	N00°49'38"W	51.39'
L399	N10°20'38"E	46.71'
L400	N22°39'34"E	162.07'
L401	N34°05'49"E	528.27'
L402	N34°05'49"E	333.06'
L403	N47°44'42"W	3857.78'
L404	N43°47'26"E	1943.65'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°42'12"	544.69'	215.83'
C2	36°47'50"	216.44'	139.00'
C3	72°45'13"	120.52'	153.04'
C4	44°13'29"	147.72'	114.02'
C5	89°31'37"	36.10'	56.41'
C6	171°10'13"	14.02'	41.88'
C7	48°09'33"	84.34'	70.89'
C8	86°11'59"	23.10'	34.75'
C9	83°00'33"	42.13'	61.04'
C10	116°36'44"	59.20'	120.49'
C11	54°32'53"	59.58'	56.72'

METROPOLITAN WATER DISTRICT
 106TH FRINGE AREA TO EASTERN
 MUNICIPAL WATER DISTRICT

PREPARED BY:
 DENNIS JANDA, INC.
 42164 REMINGTON AVE.
 TEMECULA, CA 92590
 951-699-8874

**Documentation for Annexation of Lands to
The Metropolitan Water District of Southern California
Water Use Efficiency Compliance Statement**

A. General Information

Description of Annexing Area	Member Agency: Annexation Name: Annexing Water Demand: Peaking Water Demand: Percent MWD Supplied: Development Plans:
	Zoning: Additional Water Agencies Involved in Annexation: 1. 2. 3.

3. Does your service area use storage and groundwater facilities and conservation to minimize peak demand on MWD?

Describe service area wide actions.

Member Agency Response: Yes No
Description:

Supporting Documentation:

Administrative Code § 3107 (b)

Member Agency:

Annexation Name:

<p>4. Does your agency offer all MWD new development conservation programs?</p> <p>Describe how they are promoted.</p> <p>Administrative Code § 3107 (b)</p>	<p>Member Agency Response: Yes No</p> <p>Description:</p> <p>Supporting Documentation:</p>
<p>5. Does your agency have a specific conservation program for new development independent of MWD funding?</p> <p>Describe.</p> <p>Administrative Code § 3107 (b)</p>	<p>Member Agency Response: Yes No</p> <p>Description:</p> <p>Supporting Documentation:</p>

Member Agency:

Annexation Name:

<p>6. Does your service area use recycled water in accordance with California Water Code Sections 13550 - 13557?</p> <p>Describe service area wide actions.</p> <p>Administrative Code § 3107 (c)</p>	<p>Member Agency Response: Yes No</p> <p>Description:</p> <p>Supporting Documentation:</p>
<p>7. Are Best Management Practices conditioned on all new development?</p> <p>Describe BMP implementation. Describe BMP implementation in new development.</p> <p>Administrative Code § 3107 (d)</p>	<p>Member Agency Response: Yes No</p> <p>Description:</p> <p>Supporting Documentation:</p>

Member Agency:

Annexation Name:

<p>8. Can your agency sustain a 7-day interruption in service as described in MWD Admin. Code Section 4503?</p> <p>Administrative Code § 3107 (e)</p>	<p>Member Agency Response: Yes No</p>
<p>9. Are your agency and all other agencies listed in (A) above signatory to the California Urban Water Conservation Council's BMP MOU?</p> <p>Administrative Code § 3107 (f)</p>	<p>Member Agency Response: Yes No</p> <p>Form of Documentation:</p>
<p>10. Has your agency and all other agencies listed in (A) submitted a report to CUWCC?</p> <p>Administrative Code § 3107 (f)</p>	<p>Member Agency Response: Yes No</p> <p>Form of Documentation:</p>

Member Agency:

Annexation Name:

11. Are your agency and all other agencies listed in (A) above in compliance with the California Urban Water Conservation Council's MOU?

Member Agency Response: Yes No
Form of Documentation:

Administrative Code § 3107 (f)

MWD

MWD Employee Name:

File Date:

MWD Employee Name:

Review Date:

Notes:

MWD Member Agency

The following member agency assures compliance with the provisions of Metropolitan's Water-Use Efficiency Guidelines for the next six years as indicated in Metropolitan's Administrative Code § 3107 and shall report to Metropolitan regarding such compliance.

Agency Name:

Date:

Typing your name on this form will have the same effect as a hard-copy or original signature.

Agency Representative Name:

Notes:

Member Agency:

Annexation Name:

114TH CONGRESS
1ST SESSION

S. 1983

To authorize the Pechanga Band of Luiseño Mission Indians Water Rights Settlement, and for other purposes.

IN THE SENATE OF THE UNITED STATES

AUGUST 5, 2015

Mrs. BOXER (for herself and Mrs. FEINSTEIN) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To authorize the Pechanga Band of Luiseño Mission Indians Water Rights Settlement, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) **SHORT TITLE.**—This Act may be cited as the
5 “Pechanga Band of Luiseño Mission Indians Water
6 Rights Settlement Act”.

7 (b) **TABLE OF CONTENTS.**—The table of contents of
8 this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Approval of the Pechanga Settlement Agreement.
- Sec. 5. Tribal Water Right.

- Sec. 6. Satisfaction of claims.
- Sec. 7. Waiver of claims.
- Sec. 8. Water facilities.
- Sec. 9. Pechanga Settlement Fund.
- Sec. 10. Miscellaneous provisions.
- Sec. 11. Authorization of appropriations.
- Sec. 12. Repeal on failure of enforceability date.
- Sec. 13. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-
 4 ment of claims to water rights and certain claims for
 5 injuries to water rights in the Santa Margarita
 6 River Watershed for—

7 (A) the Band; and

8 (B) the United States, acting in its capac-
 9 ity as trustee for the Band and Allottees;

10 (2) to achieve a fair, equitable, and final settle-
 11 ment of certain claims by the Band and Allottees
 12 against the United States;

13 (3) to authorize, ratify, and confirm the
 14 Pechanga Settlement Agreement to be entered into
 15 by the Band, RCWD, and the United States;

16 (4) to authorize and direct the Secretary—

17 (A) to execute the Pechanga Settlement
 18 Agreement; and

19 (B) to take any other action necessary to
 20 carry out the Pechanga Settlement Agreement
 21 in accordance with this Act; and

1 (5) to authorize the appropriation of amounts
2 necessary for the implementation of the Pechanga
3 Settlement Agreement and this Act.

4 **SEC. 3. DEFINITIONS.**

5 In this Act:

6 (1) ADJUDICATION COURT.—The term “Adju-
7 dication Court” means the United States District
8 Court for the Southern District of California, which
9 exercises continuing jurisdiction over the Adjudica-
10 tion Proceeding.

11 (2) ADJUDICATION PROCEEDING.—The term
12 “Adjudication Proceeding” means litigation initiated
13 by the United States regarding relative water rights
14 in the Santa Margarita River Watershed in United
15 States v. Fallbrook Public Utility District et al., Civ.
16 No. 3:51-cv-01247 (S.D.C.A.), including any litiga-
17 tion initiated to interpret or enforce the relative
18 water rights in the Santa Margarita River Water-
19 shed pursuant to the continuing jurisdiction of the
20 Adjudication Court over the Fallbrook Decree.

21 (3) ALLOTTEE.—The term “Allottee” means an
22 individual who holds a beneficial real property inter-
23 est in an Indian allotment that is—

24 (A) located within the Reservation; and

25 (B) held in trust by the United States.

1 (4) BAND.—The term “Band” means Pechanga
2 Band of Luiseño Mission Indians, a federally recog-
3 nized sovereign Indian tribe that functions as a cus-
4 tom and tradition Indian tribe, acting on behalf of
5 itself and its members, but not acting on behalf of
6 members in their capacities as Allottees.

7 (5) CLAIMS.—The term “claims” means rights,
8 claims, demands, actions, compensation, or causes of
9 action, whether known or unknown.

10 (6) EMWD.—The term “EMWD” means East-
11 ern Municipal Water District, a municipal water dis-
12 trict organized and existing in accordance with the
13 Municipal Water District Law of 1911, Division 20
14 of the Water Code of the State of California, as
15 amended.

16 (7) EMWD CONNECTION FEE.—The term
17 “EMWD Connection Fee” has the meaning set forth
18 in the Extension of Service Area Agreement.

19 (8) ENFORCEABILITY DATE.—The term “en-
20 forceability date” means the date on which the Sec-
21 retary publishes in the Federal Register the state-
22 ment of findings described in section 7(e).

23 (9) ESAA CAPACITY AGREEMENT.—The term
24 “ESAA Capacity Agreement” means the “Agree-
25 ment to Provide Capacity for Delivery of ESAA

1 Water”, among the Band, RCWD and the United
2 States.

3 (10) ESAA WATER.—The term “ESAA Water”
4 means imported potable water that the Band re-
5 ceives from EMWD and MWD pursuant to the Ex-
6 tension of Service Area Agreement and delivered by
7 RCWD pursuant to the ESAA Water Delivery
8 Agreement.

9 (11) ESAA WATER DELIVERY AGREEMENT.—
10 The term “ESAA Water Delivery Agreement”
11 means the agreement among EMWD, RCWD, and
12 the Band, establishing the terms and conditions of
13 water service to the Band.

14 (12) EXTENSION OF SERVICE AREA AGREE-
15 MENT.—The term “Extension of Service Area
16 Agreement” means the “Agreement for Extension of
17 Existing Service Area”, among the Band, EMWD,
18 and MWD, for the provision of water service by
19 EMWD to a designated portion of the Reservation
20 using water supplied by MWD.

21 (13) FALLBROOK DECREE.—

22 (A) IN GENERAL.—The term “Fallbrook
23 Decree” means the “Modified Final Judgment
24 And Decree”, entered in the Adjudication Pro-
25 ceeding on April 6, 1966.

1 (B) INCLUSIONS.—The term “Fallbrook
2 Decree” includes all court orders, interlocutory
3 judgments, and decisions supplemental to the
4 “Modified Final Judgment And Decree”, in-
5 cluding Interlocutory Judgment No. 30, Inter-
6 locutory Judgment No. 35, and Interlocutory
7 Judgment No. 41.

8 (14) FUND.—The term “Fund” means the
9 Pechanga Settlement Fund established by section 9.

10 (15) INDIAN TRIBE.—The term “Indian tribe”
11 has the meaning given the term in section 4 of the
12 Indian Self-Determination and Education Assistance
13 Act (25 U.S.C. 450b).

14 (16) INJURY TO WATER RIGHTS.—The term
15 “injury to water rights” means an interference with,
16 diminution of, or deprivation of water rights under
17 Federal or State law.

18 (17) INTERIM CAPACITY.—The term “Interim
19 Capacity” has the meaning set forth in the ESAA
20 Capacity Agreement.

21 (18) INTERIM CAPACITY NOTICE.—The term
22 “Interim Capacity Notice” has the meaning set
23 forth in the ESAA Capacity Agreement.

24 (19) INTERLOCUTORY JUDGMENT NO. 41.—The
25 term “Interlocutory Judgment No. 41” means Inter-

1 locutory Judgment No. 41 issued in the Adjudica-
2 tion Proceeding on November 8, 1962, including all
3 court orders, judgments and decisions supplemental
4 to that interlocutory judgment.

5 (20) MWD.—The term “MWD” means the
6 Metropolitan Water District of Southern California,
7 a metropolitan water district organized and incor-
8 porated under the Metropolitan Water District Act
9 of the State of California (Stats. 1969, Chapter 209,
10 as amended).

11 (21) MWD CONNECTION FEE.—The term
12 “MWD Connection Fee” has the meaning set forth
13 in the Extension of Service Area Agreement.

14 (22) PECHANGA ESAA DELIVERY CAPACITY AC-
15 COUNT.—The term “Pechanga ESAA Delivery Ca-
16 pacity account” means the account established by
17 section 9(c)(2).

18 (23) PECHANGA RECYCLED WATER INFRA-
19 STRUCTURE ACCOUNT.—The term “Pechanga Recy-
20 cled Water Infrastructure account” means the ac-
21 count established by section 9(c)(1).

22 (24) PECHANGA SETTLEMENT AGREEMENT.—
23 The term “Pechanga Settlement Agreement” means
24 the Pechanga Settlement Agreement, dated June 17,
25 2014, together with the exhibits to that agreement,

1 entered into by the Band, the United States on be-
 2 half of the Band, its members and Allottees, MWD,
 3 EMWD, and RCWD, including—

4 (A) the Extension of Service Area Agree-
 5 ment;

6 (B) the ESAA Capacity Agreement; and

7 (C) the ESAA Water Delivery Agreement.

8 (25) PECHANGA WATER CODE.—The term
 9 “Pechanga Water Code” means a water code to be
 10 adopted by the Band in accordance with section 5(f).

11 (26) PECHANGA WATER FUND ACCOUNT.—The
 12 term “Pechanga Water Fund account” means the
 13 account established by section 9(c)(3).

14 (27) PECHANGA WATER QUALITY ACCOUNT.—
 15 The term “Pechanga Water Quality account” means
 16 the account established by section 9(c)(4).

17 (28) PERMANENT CAPACITY.—The term “Per-
 18 manent Capacity” has the meaning set forth in the
 19 ESAA Capacity Agreement.

20 (29) PERMANENT CAPACITY NOTICE.—The
 21 term “Permanent Capacity Notice” has the meaning
 22 set forth in the ESAA Capacity Agreement.

23 (30) RCWD.—

24 (A) IN GENERAL.—The term “RCWD”
 25 means the Rancho California Water District or-

1 organized pursuant to section 34000 et seq. of
2 the California Water Code.

3 (B) INCLUSIONS.—The term “RCWD” in-
4 cludes all real property owners for whom
5 RCWD acts as an agent pursuant to an agency
6 agreement.

7 (31) RECYCLED WATER INFRASTRUCTURE
8 AGREEMENT.—The term “Recycled Water Infra-
9 structure Agreement” means the “Agreement for
10 Recycled Water Infrastructure” among the Band,
11 RCWD, and the United States.

12 (32) RECYCLED WATER TRANSFER AGREE-
13 MENT.—The term “Recycled Water Transfer Agree-
14 ment” means the “Recycled Water Transfer Agree-
15 ment” between the Band and RCWD.

16 (33) RESERVATION.—

17 (A) IN GENERAL.—The term “Reserva-
18 tion” means the land depicted on the map at-
19 tached to the Pechanga Settlement Agreement
20 as Exhibit I.

21 (B) APPLICABILITY OF TERM.—The term
22 “Reservation” shall be used solely for the pur-
23 poses of the Pechanga Settlement Agreement,
24 this Act, and any judgment or decree issued by

1 the Adjudication Court approving the Pechanga
2 Settlement Agreement.

3 (34) SANTA MARGARITA RIVER WATERSHED.—
4 The term “Santa Margarita River Watershed”
5 means the watershed that is the subject of the Adju-
6 dication Proceeding and the Fallbrook Decree.

7 (35) SECRETARY.—The term “Secretary”
8 means the Secretary of the Interior.

9 (36) STATE.—The term “State” means the
10 State of California.

11 (37) STORAGE POND.—The term “Storage
12 Pond” has the meaning set forth in the Recycled
13 Water Infrastructure Agreement.

14 (38) TRIBAL WATER RIGHT.—The term “Tribal
15 Water Right” means the water rights ratified, con-
16 firmed, and declared to be valid for the benefit of
17 the Band and Allottees, as set forth and described
18 in section 5.

19 **SEC. 4. APPROVAL OF THE PECHANGA SETTLEMENT**
20 **AGREEMENT.**

21 (a) RATIFICATION OF PECHANGA SETTLEMENT
22 AGREEMENT.—

23 (1) IN GENERAL.—Except as modified by this
24 Act, and to the extent that the Pechanga Settlement
25 Agreement does not conflict with this Act, the

1 Pechanga Settlement Agreement is authorized, rati-
2 fied, and confirmed.

3 (2) AMENDMENTS.—Any amendment to the
4 Pechanga Settlement Agreement is authorized, rati-
5 fied, and confirmed, to the extent that the amend-
6 ment is executed to make the Pechanga Settlement
7 Agreement consistent with this Act.

8 (b) EXECUTION OF PECHANGA SETTLEMENT AGREE-
9 MENT.—

10 (1) IN GENERAL.—To the extent that the
11 Pechanga Settlement Agreement does not conflict
12 with this Act, the Secretary is directed to and
13 promptly shall execute—

14 (A) the Pechanga Settlement Agreement
15 (including any exhibit to the Pechanga Settle-
16 ment Agreement requiring the signature of the
17 Secretary); and

18 (B) any amendment to the Pechanga Set-
19 tlement Agreement necessary to make the
20 Pechanga Settlement Agreement consistent with
21 this Act.

22 (2) MODIFICATIONS.—Nothing in this Act pre-
23 cludes the Secretary from approving modifications to
24 exhibits to the Pechanga Settlement Agreement not
25 inconsistent with this Act, to the extent those modi-

1 fications do not otherwise require congressional ap-
2 proval pursuant to section 2116 of the Revised Stat-
3 utes (25 U.S.C. 177) or other applicable Federal
4 law.

5 (c) ENVIRONMENTAL COMPLIANCE.—

6 (1) IN GENERAL.—In implementing the
7 Pechanga Settlement Agreement, the Secretary shall
8 promptly comply with all applicable requirements
9 of—

10 (A) the National Environmental Policy Act
11 of 1969 (42 U.S.C. 4321 et seq.);

12 (B) the Endangered Species Act of 1973
13 (16 U.S.C. 1531 et seq.);

14 (C) all other applicable Federal environ-
15 mental laws; and

16 (D) all regulations promulgated under the
17 laws described in subparagraphs (A) through
18 (C).

19 (2) EXECUTION OF THE PECHANGA SETTLE-
20 MENT AGREEMENT.—

21 (A) IN GENERAL.—Execution of the
22 Pechanga Settlement Agreement by the Sec-
23 retary under this section shall not constitute a
24 major Federal action under the National Envi-

1 ronmental Policy Act of 1969 (42 U.S.C. 4321
2 et seq.).

3 (B) COMPLIANCE.—The Secretary is di-
4 rected to carry out all Federal compliance nec-
5 essary to implement the Pechanga Settlement
6 Agreement.

7 (3) LEAD AGENCY.—The Bureau of Reclama-
8 tion shall be designated as the lead agency with re-
9 spect to environmental compliance.

10 **SEC. 5. TRIBAL WATER RIGHT.**

11 (a) INTENT OF CONGRESS.—It is the intent of Con-
12 gress to provide to each Allottee benefits that are equal
13 to or exceed the benefits Allottees possess as of the date
14 of enactment of this Act, taking into consideration—

15 (1) the potential risks, cost, and time delay as-
16 sociated with litigation that would be resolved by the
17 Pechanga Settlement Agreement and this Act;

18 (2) the availability of funding under this Act;

19 (3) the availability of water from the Tribal
20 Water Right and other water sources as set forth in
21 the Pechanga Settlement Agreement; and

22 (4) the applicability of section 7 of the Act of
23 February 8, 1887 (25 U.S.C. 381), and this Act to
24 protect the interests of Allottees.

25 (b) CONFIRMATION OF TRIBAL WATER RIGHT.—

1 (1) IN GENERAL.—A Tribal Water Right of up
2 to 4,994 acre-feet of water per year that, under nat-
3 ural conditions, is physically available on the Res-
4 ervation is confirmed in accordance with the Find-
5 ings of Fact and Conclusions of Law set forth in In-
6 terlocutory Judgment No. 41, as affirmed by the
7 Fallbrook Decree.

8 (2) USE.—Subject to the terms of the
9 Pechanga Settlement Agreement, this Act, the
10 Fallbrook Decree and applicable Federal law, the
11 Band may use the Tribal Water Right for any pur-
12 pose on the Reservation.

13 (c) HOLDING IN TRUST.—The Tribal Water Right,
14 as set forth in subsection (b), shall—

15 (1) be held in trust by the United States on be-
16 half of the Band and the Allottees in accordance
17 with this section;

18 (2) include the priority dates described in Inter-
19 locutory Judgment No. 41, as affirmed by the
20 Fallbrook Decree; and

21 (3) not be subject to forfeiture or abandonment.

22 (d) ALLOTTEES.—

23 (1) APPLICABILITY OF ACT OF FEBRUARY 8,
24 1887.—The provisions of section 7 of the Act of Feb-
25 ruary 8, 1887 (25 U.S.C. 381), relating to the use

1 of water for irrigation purposes shall apply to the
2 Tribal Water Right.

3 (2) ENTITLEMENT TO WATER.—Any entitle-
4 ment to water of allotted land located within the ex-
5 terior boundaries of the Reservation under Federal
6 law shall be satisfied from the Tribal Water Right.

7 (3) ALLOCATIONS.—Allotted land located within
8 the exterior boundaries of the Reservation shall be
9 entitled to a just and equitable allocation of water
10 for irrigation and domestic purposes from the Tribal
11 Water Right.

12 (4) EXHAUSTION OF REMEDIES.—Before as-
13 serting any claim against the United States under
14 section 7 of the Act of February 8, 1887 (25 U.S.C.
15 381), or any other applicable law, an Allottee shall
16 exhaust remedies available under the Pechanga
17 Water Code or other applicable tribal law.

18 (5) CLAIMS.—Following exhaustion of remedies
19 available under the Pechanga Water Code or other
20 applicable tribal law, an Allottee may seek relief
21 under section 7 of the Act of February 8, 1887 (25
22 U.S.C. 381), or other applicable law.

23 (6) AUTHORITY.—The Secretary shall have the
24 authority to protect the rights of Allottees as speci-
25 fied in this section.

1 (e) AUTHORITY OF BAND.—

2 (1) IN GENERAL.—Except as provided in para-
3 graph (2), the Band shall have authority to use, al-
4 locate, distribute, and lease the Tribal Water Right
5 on the Reservation in accordance with—

6 (A) the Pechanga Settlement Agreement;

7 and

8 (B) applicable Federal law.

9 (2) LEASES BY ALLOTTEES.—

10 (A) IN GENERAL.—An Allottee may lease
11 any interest in land held by the Allottee, to-
12 gether with any water right determined to be
13 appurtenant to that interest in land.

14 (B) WATER RIGHT APPURTENANT.—Any
15 water right determined to be appurtenant to an
16 interest in land leased by an Allottee shall be
17 used on the Reservation.

18 (f) PECHANGA WATER CODE.—

19 (1) IN GENERAL.—Not later than 18 months
20 after the enforceability date, the Band shall enact a
21 Pechanga Water Code, that provides for—

22 (A) the management, regulation, and gov-
23 ernance of all uses of the Tribal Water Right
24 in accordance with the Pechanga Settlement
25 Agreement; and

1 (B) establishment by the Band of condi-
2 tions, permit requirements, and other limita-
3 tions relating to the storage, recovery, and use
4 of the Tribal Water Right in accordance with
5 the Pechanga Settlement Agreement.

6 (2) INCLUSIONS.—The Pechanga Water Code
7 shall provide—

8 (A) that allocations of water to Allottees
9 shall be satisfied with water from the Tribal
10 Water Right;

11 (B) that charges for delivery of water for
12 irrigation purposes for Allottees shall be as-
13 sessed in accordance with section 7 of the Act
14 of February 8, 1887 (25 U.S.C. 381);

15 (C) a process by which an Allottee (or any
16 successor in interest to an Allottee) may re-
17 quest that the Band provide water for irrigation
18 or domestic purposes in accordance with this
19 Act;

20 (D) a due process system for the consider-
21 ation and determination by the Band of any re-
22 quest by an Allottee (or any successor in inter-
23 est to an Allottee) for an allocation of such
24 water for irrigation or domestic purposes on al-
25 lotted land, including a process for—

1 (i) appeal and adjudication of any de-
2 nied or disputed distribution of water; and

3 (ii) resolution of any contested admin-
4 istrative decision; and

5 (E) a requirement that any Allottee (or
6 any successor in interest to an Allottee) with a
7 claim relating to the enforcement of rights of
8 the Allottee (or any successor in interest to an
9 Allottee) under the Pechanga Water Code or re-
10 lating to the amount of water allocated to land
11 of the Allottee must first exhaust remedies
12 available to the Allottee under tribal law and
13 the Pechanga Water Code before initiating an
14 action against the United States or petitioning
15 the Secretary pursuant to subsection (d)(4).

16 (3) ACTION BY SECRETARY.—

17 (A) IN GENERAL.—The Secretary shall ad-
18 minister the Tribal Water Right until the
19 Pechanga Water Code is enacted and approved
20 under this section.

21 (B) APPROVAL.—Any provision of the
22 Pechanga Water Code and any amendment to
23 the Pechanga Water Code that affects the
24 rights of Allottees—

1 (i) shall be subject to the approval of
2 the Secretary; and

3 (ii) shall not be valid until approved
4 by the Secretary.

5 (C) APPROVAL PERIOD.—The Secretary
6 shall approve or disapprove the Pechanga
7 Water Code within a reasonable period of time
8 after the date on which the Band submits the
9 Pechanga Water Code to the Secretary for ap-
10 proval.

11 (g) EFFECT.—Except as otherwise specifically pro-
12 vided in this section, nothing in this Act—

13 (1) authorizes any action by an Allottee (or any
14 successor in interest to an Allottee) against any indi-
15 vidual or entity, or against the Band, under Federal,
16 State, tribal, or local law; or

17 (2) alters or affects the status of any action
18 pursuant to section 1491(a) of title 28, United
19 States Code.

20 **SEC. 6. SATISFACTION OF CLAIMS.**

21 (a) IN GENERAL.—The benefits provided to the Band
22 under the Pechanga Settlement Agreement and this Act
23 shall be in complete replacement of, complete substitution
24 for, and full satisfaction of all claims of the Band against

1 the United States that are waived and released pursuant
2 to section 7.

3 (b) ALLOTTEE CLAIMS.—The benefits realized by the
4 Allottees under this Act shall be in complete replacement
5 of, complete substitution for, and full satisfaction of—

6 (1) all claims that are waived and released pur-
7 suant to section 7; and

8 (2) any claims of the Allottees against the
9 United States that the Allottees have or could have
10 asserted that are similar in nature to any claim de-
11 scribed in section 7.

12 (c) NO RECOGNITION OF WATER RIGHTS.—Except
13 as provided in section 5(d), nothing in this Act recognizes
14 or establishes any right of a member of the Band or an
15 Allottee to water within the Reservation.

16 (d) CLAIMS RELATING TO DEVELOPMENT OF WATER
17 FOR RESERVATION.—

18 (1) IN GENERAL.—The amounts authorized to
19 be appropriated pursuant to section 11 shall be used
20 to satisfy any claim of the Allottees against the
21 United States with respect to the development or
22 protection of water resources for the Reservation.

23 (2) SATISFACTION OF CLAIMS.—Upon the com-
24 plete appropriation of amounts authorized pursuant
25 to section 11, any claim of the Allottees against the

1 United States with respect to the development or
2 protection of water resources for the Reservation
3 shall be deemed to have been satisfied.

4 **SEC. 7. WAIVER OF CLAIMS.**

5 (a) IN GENERAL.—

6 (1) WAIVER OF CLAIMS BY THE BAND AND THE
7 UNITED STATES ACTING IN ITS CAPACITY AS TRUST-
8 EE FOR THE BAND.—

9 (A) IN GENERAL.—Subject to the retention
10 of rights set forth in subsection (c), in return
11 for recognition of the Tribal Water Right and
12 other benefits as set forth in the Pechanga Set-
13 tlement Agreement and this Act, the Band, on
14 behalf of itself and the members of the Band
15 (but not on behalf of a tribal member in the ca-
16 pacity of Allottee), and the United States, act-
17 ing as trustee for the Band, are authorized and
18 directed to execute a waiver and release of all
19 claims for water rights within the Santa Mar-
20 garita River Watershed that the Band, or the
21 United States acting as trustee for the Band,
22 asserted or could have asserted in any pro-
23 ceeding, including the Adjudication Proceeding,
24 except to the extent that such rights are recog-

1 nized in the Pechanga Settlement Agreement
2 and this Act.

3 (B) CLAIMS AGAINST RCWD.—Subject to
4 the retention of rights set forth in subsection
5 (c) and notwithstanding any provisions to the
6 contrary in the Pechanga Settlement Agree-
7 ment, the Band and the United States, on be-
8 half of the Band and Allottees, fully release, ac-
9 quit, and discharge RCWD from—

10 (i) claims for injuries to water rights
11 in the Santa Margarita River Watershed
12 for land located within the Reservation
13 arising or occurring at any time up to and
14 including June 30, 2009;

15 (ii) claims for injuries to water rights
16 in the Santa Margarita River Watershed
17 for land located within the Reservation
18 arising or occurring at any time after June
19 30, 2009, resulting from the diversion or
20 use of water in a manner not in violation
21 of the Pechanga Settlement Agreement or
22 this Act;

23 (iii) claims for subsidence damage to
24 land located within the Reservation arising

1 or occurring at any time up to and includ-
2 ing June 30, 2009;

3 (iv) claims for subsidence damage
4 arising or occurring after June 30, 2009,
5 to land located within the Reservation re-
6 sulting from the diversion of underground
7 water in a manner consistent with the
8 Pechanga Settlement Agreement or this
9 Act; and

10 (v) claims arising out of, or relating in
11 any manner to, the negotiation or execu-
12 tion of the Pechanga Settlement Agree-
13 ment or the negotiation or execution of
14 this Act.

15 (2) CLAIMS BY THE UNITED STATES ACTING IN
16 ITS CAPACITY AS TRUSTEE FOR ALLOTTEES.—Sub-
17 ject to the retention of claims set forth in subsection
18 (c), in return for recognition of the water rights of
19 the Band and other benefits as set forth in the
20 Pechanga Settlement Agreement and this Act, the
21 United States, acting as trustee for Allottees, is au-
22 thorized and directed to execute a waiver and release
23 of all claims for water rights within the Santa Mar-
24 garita River Watershed that the United States, act-
25 ing as trustee for the Allottees, asserted or could

1 have asserted in any proceeding, including the Adju-
2 dication Proceeding.

3 (3) CLAIMS BY THE BAND AGAINST THE
4 UNITED STATES.—Subject to the retention of rights
5 set forth in subsection (c), the Band, on behalf of
6 itself and the members of the Band (but not on be-
7 half of a tribal member in the capacity of Allottee),
8 is authorized to execute a waiver and release of—

9 (A) all claims against the United States
10 (including the agencies and employees of the
11 United States) relating to claims for water
12 rights in, or water of, the Santa Margarita
13 River Watershed that the United States, acting
14 in its capacity as trustee for the Band, as-
15 serted, or could have asserted, in any pro-
16 ceeding, including the Adjudication Proceeding,
17 except to the extent that those rights are recog-
18 nized in the Pechanga Settlement Agreement
19 and this Act;

20 (B) all claims against the United States
21 (including the agencies and employees of the
22 United States) relating to damages, losses, or
23 injuries to water, water rights, land, or natural
24 resources due to loss of water or water rights
25 (including damages, losses or injuries to hunt-

1 ing, fishing, gathering, or cultural rights due to
2 loss of water or water rights, claims relating to
3 interference with, diversion, or taking of water
4 or water rights, or claims relating to failure to
5 protect, acquire, replace, or develop water,
6 water rights, or water infrastructure) in the
7 Santa Margarita River Watershed that first ac-
8 crued at any time up to and including the en-
9 forceability date;

10 (C) all claims against the United States
11 (including the agencies and employees of the
12 United States) relating to the pending litigation
13 of claims relating to the water rights of the
14 Band in the Adjudication Proceeding; and

15 (D) all claims against the United States
16 (including the agencies and employees of the
17 United States) relating to the negotiation or
18 execution of the Pechanga Settlement Agree-
19 ment or the negotiation or execution of this
20 Act.

21 (b) EFFECTIVENESS OF WAIVERS AND RELEASES.—
22 The waivers under subsection (a) shall take effect on the
23 enforceability date.

24 (c) RESERVATION OF RIGHTS AND RETENTION OF
25 CLAIMS.—Notwithstanding the waivers and releases au-

1 thORIZED in this Act, the Band, on behalf of itself and the
2 members of the Band, and the United States, acting in
3 its capacity as trustee for the Band and Allottees, retain—

4 (1) all claims for enforcement of the Pechanga
5 Settlement Agreement and this Act;

6 (2) all claims against any person or entity other
7 than the United States and RCWD, including claims
8 for monetary damages;

9 (3) all claims for water rights that are outside
10 the jurisdiction of the Adjudication Court;

11 (4) all rights to use and protect water rights ac-
12 quired on or after the enforceability date; and

13 (5) all remedies, privileges, immunities, powers,
14 and claims, including claims for water rights, not
15 specifically waived and released pursuant to this Act
16 and the Pechanga Settlement Agreement.

17 (d) EFFECT OF PECHANGA SETTLEMENT AGREE-
18 MENT AND ACT.—Nothing in the Pechanga Settlement
19 Agreement or this Act—

20 (1) affects the ability of the United States, act-
21 ing as sovereign, to take actions authorized by law,
22 including any laws relating to health, safety, or the
23 environment, including—

1 (A) the Comprehensive Environmental Re-
2 sponse, Compensation, and Liability Act of
3 1980 (42 U.S.C. 9601 et seq.);

4 (B) the Safe Drinking Water Act (42
5 U.S.C. 300f et seq.);

6 (C) the Federal Water Pollution Control
7 Act (33 U.S.C. 1251 et seq.); and

8 (D) any regulations implementing the Acts
9 described in subparagraphs (A) through (C);

10 (2) affects the ability of the United States to
11 take actions acting as trustee for any other Indian
12 tribe or an Allottee of any other Indian tribe;

13 (3) confers jurisdiction on any State court—

14 (A) to interpret Federal law regarding
15 health, safety, or the environment;

16 (B) to determine the duties of the United
17 States or other parties pursuant to Federal law
18 regarding health, safety, or the environment; or

19 (C) to conduct judicial review of Federal
20 agency action;

21 (4) waives any claim of a member of the Band
22 in an individual capacity that does not derive from
23 a right of the Band;

24 (5) limits any funding that RCWD would other-
25 wise be authorized to receive under any Federal law,

1 including, the Reclamation Wastewater and Ground-
2 water Study and Facilities Act (43 U.S.C. 390h et
3 seq.) as that Act applies to permanent facilities for
4 water recycling, demineralization, and desalination,
5 and distribution of nonpotable water supplies in
6 Southern Riverside County, California;

7 (6) characterizes any amounts received by
8 RCWD under the Pechanga Settlement Agreement
9 or this Act as Federal for purposes of section 1649
10 of the Reclamation Wastewater and Groundwater
11 Study and Facilities Act (43 U.S.C. 390h–32); or

12 (7) affects the requirement of any party to the
13 Pechanga Settlement Agreement or any of the exhib-
14 its to the Pechanga Settlement Agreement to comply
15 with the National Environmental Policy Act of 1969
16 (42 U.S.C. 4321 et seq.) or the California Environ-
17 mental Quality Act (Cal. Pub. Res. Code 21000 et
18 seq.) prior to performing the respective obligations
19 of that party under the Pechanga Settlement Agree-
20 ment or any of the exhibits to the Pechanga Settle-
21 ment Agreement.

22 (e) ENFORCEABILITY DATE.—The enforceability date
23 shall be the date on which the Secretary publishes in the
24 Federal Register a statement of findings that—

1 (1) the Adjudication Court has approved and
2 entered a judgment and decree approving the
3 Pechanga Settlement Agreement in substantially the
4 same form as Appendix 2 to the Pechanga Settle-
5 ment Agreement;

6 (2) all amounts authorized by this Act have
7 been deposited in the Fund;

8 (3) the waivers and releases authorized in sub-
9 section (a) have been executed by the Band and the
10 Secretary;

11 (4) the Extension of Service Area Agreement—

12 (A) has been approved and executed by all
13 the parties to the Extension of Service Area
14 Agreement; and

15 (B) is effective and enforceable in accord-
16 ance with the terms of the Extension of Service
17 Area Agreement; and

18 (5) the ESAA Water Delivery Agreement—

19 (A) has been approved and executed by all
20 the parties to the ESAA Water Delivery Agree-
21 ment; and

22 (B) is effective and enforceable in accord-
23 ance with the terms of the ESAA Water Deliv-
24 ery Agreement.

25 (f) TOLLING OF CLAIMS.—

1 (1) IN GENERAL.—Each applicable period of
2 limitation and time-based equitable defense relating
3 to a claim described in this section shall be tolled for
4 the period beginning on the date of enactment of
5 this Act and ending on the earlier of—

6 (A) April 30, 2030, or such alternate date
7 after April 30, 2030, as is agreed to by the
8 Band and the Secretary; or

9 (B) the enforceability date.

10 (2) EFFECTS OF SUBSECTION.—Nothing in this
11 subsection revives any claim or tolls any period of
12 limitation or time-based equitable defense that ex-
13 pired before the date of enactment of this Act.

14 (3) LIMITATION.—Nothing in this section pre-
15 cludes the tolling of any period of limitations or any
16 time-based equitable defense under any other appli-
17 cable law.

18 (g) TERMINATION.—

19 (1) IN GENERAL.—If all of the amounts author-
20 ized to be appropriated to the Secretary pursuant to
21 this Act have not been made available to the Sec-
22 retary by April 30, 2030—

23 (A) the waivers authorized by this section
24 shall expire and have no force or effect; and

1 (B) all statutes of limitations applicable to
2 any claim otherwise waived under this section
3 shall be tolled until April 30, 2030.

4 (2) VOIDING OF WAIVERS.—If a waiver author-
5 ized by this section is void under paragraph (1)—

6 (A) the approval of the United States of
7 the Pechanga Settlement Agreement under sec-
8 tion 4 shall be void and have no further force
9 or effect;

10 (B) any unexpended Federal amounts ap-
11 propriated or made available to carry out this
12 Act, together with any interest earned on those
13 amounts, and any water rights or contracts to
14 use water and title to other property acquired
15 or constructed with Federal amounts appro-
16 priated or made available to carry out this Act
17 shall be returned to the Federal Government,
18 unless otherwise agreed to by the Band and the
19 United States and approved by Congress; and

20 (C) except for Federal amounts used to ac-
21 quire or develop property that is returned to the
22 Federal Government under subparagraph (B),
23 the United States shall be entitled to set off
24 any Federal amounts appropriated or made
25 available to carry out this Act that were ex-

1 pended or withdrawn, together with any interest
2 accrued, against any claims against the United
3 States relating to water rights asserted by the
4 Band or Allottees in any future settlement of
5 the water rights of the Band or Allottees.

6 **SEC. 8. WATER FACILITIES.**

7 (a) IN GENERAL.—The Secretary shall, subject to the
8 availability of appropriations, using amounts from the des-
9 ignated accounts of the Fund, provide the amounts nec-
10 essary to fulfill the obligations of the Band under the Re-
11 cycled Water Infrastructure Agreement and the ESAA Ca-
12 pacity Agreement, in an amount not to exceed the
13 amounts deposited in the designated accounts for such
14 purposes plus any interest accrued on such amounts from
15 the date of deposit in the Fund to the date of disburse-
16 ment from the Fund, in accordance with this Act and the
17 terms and conditions of those agreements.

18 (b) NONREIMBURSABILITY OF COSTS.—All costs in-
19 curred by the Secretary in carrying out this section shall
20 be nonreimbursable.

21 (c) RECYCLED WATER INFRASTRUCTURE.—

22 (1) IN GENERAL.—The Secretary shall, using
23 amounts from the Pechanga Recycled Water Infra-
24 structure account, provide amounts for the Storage
25 Pond in accordance with this section.

1 (2) STORAGE POND.—

2 (A) IN GENERAL.—The Secretary shall,
3 subject to the availability of appropriations,
4 provide the amounts necessary to fulfill the ob-
5 ligations of the Band under the Recycled Water
6 Infrastructure Agreement for the design and
7 construction of the Storage Pond, in an amount
8 not to exceed \$2,656,374.

9 (B) PROCEDURE.—The procedure for the
10 Secretary to provide amounts pursuant to this
11 section shall be as set forth in the Recycled
12 Water Infrastructure Agreement.

13 (C) LEAD AGENCY.—The Bureau of Rec-
14 lamation shall be the lead agency for purposes
15 of the implementation of this section.

16 (D) LIABILITY.—The United States shall
17 have no responsibility or liability for the Stor-
18 age Pond.

19 (d) ESAA DELIVERY CAPACITY.—

20 (1) IN GENERAL.—The Secretary shall, using
21 amounts from the Pechanga ESAA Delivery Capac-
22 ity account, provide amounts for Interim Capacity
23 and Permanent Capacity in accordance with this
24 section.

25 (2) INTERIM CAPACITY.—

1 (A) IN GENERAL.—The Secretary shall,
2 subject to the availability of appropriations,
3 using amounts from the ESAA Delivery Capac-
4 ity account, provide amounts necessary to fulfill
5 the obligations of the Band under the ESAA
6 Capacity Agreement for the provision by
7 RCWD of Interim Capacity to the Band in an
8 amount not to exceed \$1,000,000.

9 (B) PROCEDURE.—The procedure for the
10 Secretary to provide amounts pursuant to this
11 section shall be as set forth in the ESAA Ca-
12 pacity Agreement.

13 (C) LEAD AGENCY.—The Bureau of Rec-
14 lamation shall be the lead agency for purposes
15 of the implementation of this section.

16 (D) LIABILITY.—The United States shall
17 have no responsibility or liability for the In-
18 terim Capacity to be provided by RCWD.

19 (E) TRANSFER TO BAND.—If RCWD does
20 not provide the Interim Capacity Notice re-
21 quired pursuant to the ESAA Capacity Agree-
22 ment by the date that is 60 days after the date
23 required under the ESAA Capacity Agreement,
24 the amounts in the Pechanga ESAA Delivery
25 Capacity account for purposes of the provision

1 of Interim Capacity and Permanent Capacity,
2 including any interest that has accrued on those
3 amounts, shall be available for use by the Band
4 to provide alternative interim capacity in a
5 manner that is similar to the Interim Capacity
6 and Permanent Capacity that the Band would
7 have received had RCWD provided such Interim
8 Capacity and Permanent Capacity.

9 (3) PERMANENT CAPACITY.—

10 (A) IN GENERAL.—On receipt of the Per-
11 manent Capacity Notice pursuant to section
12 5(b) of the ESAA Capacity Agreement, the Sec-
13 retary, acting through the Bureau of Reclama-
14 tion, shall enter into negotiations with RCWD
15 and the Band to establish an agreement that
16 will allow for the disbursement of amounts from
17 the Pechanga ESAA Delivery Capacity account
18 in accordance with subparagraph (B).

19 (B) SCHEDULE OF DISBURSEMENT.—Sub-
20 ject to the availability of amounts under section
21 9(e), on execution of the ESAA Capacity Agree-
22 ment, the Secretary shall, subject to the avail-
23 ability of appropriations and using amounts
24 from the ESAA Delivery Capacity account, pro-
25 vide amounts necessary to fulfill the obligations

1 of the Band under the ESAA Capacity Agree-
2 ment for the provision by RCWD of Permanent
3 Capacity to the Band in an amount not to ex-
4 ceed the amount available in the ESAA Deliv-
5 ery Capacity account as of the date on which
6 the ESAA Capacity Agreement is executed.

7 (C) PROCEDURE.—The procedure for the
8 Secretary to provide funds pursuant to this sec-
9 tion shall be as set forth in the ESAA Capacity
10 Agreement.

11 (D) LEAD AGENCY.—The Bureau of Rec-
12 lamation shall be the lead agency for purposes
13 of the implementation of this section.

14 (E) LIABILITY.—The United States shall
15 have no responsibility or liability for the Perma-
16 nent Capacity to be provided by RCWD.

17 (F) TRANSFER TO BAND.—If RCWD does
18 not provide the Permanent Capacity Notice re-
19 quired pursuant to the ESAA Capacity Agree-
20 ment by the date that is 5 years after the en-
21 forceability date, the amounts in the Pechanga
22 ESAA Delivery Capacity account for purposes
23 of the provision of Permanent Capacity, includ-
24 ing any interest that has accrued on those
25 amounts, shall be available for use by the Band

1 to provide alternative permanent capacity in a
2 manner that is similar to the Permanent Ca-
3 pacity that the Band would have received had
4 RCWD provided such Permanent Capacity.

5 **SEC. 9. PECHANGA SETTLEMENT FUND.**

6 (a) ESTABLISHMENT.—There is established in the
7 Treasury of the United States a fund to be known as the
8 “Pechanga Settlement Fund”, to be managed, invested,
9 and distributed by the Secretary and to be available until
10 expended, and, together with any interest earned on those
11 amounts, to be used solely for the purpose of carrying out
12 this Act.

13 (b) TRANSFERS TO FUND.—The Fund shall consist
14 of such amounts as are deposited in the Fund under sec-
15 tion 11(a) of this Act, together with any interest earned
16 on those amounts, which shall be available in accordance
17 with subsection (e).

18 (c) ACCOUNTS OF PECHANGA SETTLEMENT FUND.—
19 The Secretary shall establish in the Fund the following
20 accounts:

21 (1) Pechanga Recycled Water Infrastructure ac-
22 count, consisting of amounts authorized pursuant to
23 section 11(a)(1).

1 (2) Pechanga ESAA Delivery Capacity account,
2 consisting of amounts authorized pursuant to section
3 11(a)(2).

4 (3) Pechanga Water Fund account, consisting
5 of amounts authorized pursuant to section 11(a)(3).

6 (4) Pechanga Water Quality account, consisting
7 of amounts authorized pursuant to section 11(a)(4).

8 (d) MANAGEMENT OF FUND.—The Secretary shall
9 manage, invest, and distribute all amounts in the Fund
10 in a manner that is consistent with the investment author-
11 ity of the Secretary under—

12 (1) the first section of the Act of June 24,
13 1938 (25 U.S.C. 162a);

14 (2) the American Indian Trust Fund Manage-
15 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);
16 and

17 (3) this section.

18 (e) AVAILABILITY OF AMOUNTS.—Amounts appro-
19 priated to, and deposited in, the Fund, including any in-
20 vestment earnings accrued from the date of deposit in the
21 Fund through the date of disbursement from the Fund,
22 shall be made available to the Band by the Secretary be-
23 ginning on the enforceability date.

1 (f) WITHDRAWALS BY BAND PURSUANT TO THE
2 AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM
3 ACT.—

4 (1) IN GENERAL.—The Band may withdraw all
5 or part of the amounts in the Fund on approval by
6 the Secretary of a tribal management plan sub-
7 mitted by the Band in accordance with the American
8 Indian Trust Fund Management Reform Act of
9 1994 (25 U.S.C. 4001 et seq.).

10 (2) REQUIREMENTS.—

11 (A) IN GENERAL.—In addition to the re-
12 quirements under the American Indian Trust
13 Fund Management Reform Act of 1994 (25
14 U.S.C. 4001 et seq.), the tribal management
15 plan under paragraph (1) shall require that the
16 Band shall spend all amounts withdrawn from
17 the Fund in accordance with this Act.

18 (B) ENFORCEMENT.—The Secretary may
19 carry out such judicial or administrative actions
20 as the Secretary determines to be necessary to
21 enforce the tribal management plan to ensure
22 that amounts withdrawn by the Band from the
23 Fund under this subsection are used in accord-
24 ance with this Act.

1 (g) WITHDRAWALS BY BAND PURSUANT TO AN EX-
2 PENDITURE PLAN.—

3 (1) IN GENERAL.—The Band may submit an
4 expenditure plan for approval by the Secretary re-
5 questing that all or part of the amounts in the Fund
6 be disbursed in accordance with the plan.

7 (2) REQUIREMENTS.—The expenditure plan
8 under paragraph (1) shall include a description of
9 the manner and purpose for which the amounts pro-
10 posed to be disbursed from the Fund will be used,
11 in accordance with subsection (h).

12 (3) APPROVAL.—If the Secretary determines
13 that an expenditure plan submitted under this sub-
14 section is consistent with the purposes of this Act,
15 the Secretary shall approve the plan.

16 (4) ENFORCEMENT.—The Secretary may carry
17 out such judicial or administrative actions as the
18 Secretary determines necessary to enforce an ex-
19 penditure plan to ensure that amounts disbursed
20 under this subsection are used in accordance with
21 this Act.

22 (h) USES.—Amounts from the Fund shall be used by
23 the Band for the following purposes:

24 (1) PECHANGA RECYCLED WATER INFRASTRUC-
25 TURE ACCOUNT.—The Pechanga Recycled Water In-

1 frastructure account shall be used for expenditures
2 by the Band in accordance with section 8(c).

3 (2) PECHANGA ESAA DELIVERY CAPACITY AC-
4 COUNT.—The Pechanga ESAA Delivery Capacity
5 account shall be used for expenditures by the Band
6 in accordance with section 8(d).

7 (3) PECHANGA WATER FUND ACCOUNT.—The
8 Pechanga Water Fund account shall be used for—

9 (A) payment of the EMWD Connection
10 Fee;

11 (B) payment of the MWD Connection Fee;
12 and

13 (C) any expenses, charges, or fees incurred
14 by the Band in connection with the delivery or
15 use of water pursuant to the Pechanga Settle-
16 ment Agreement.

17 (4) PECHANGA WATER QUALITY ACCOUNT.—
18 The Pechanga Water Quality account shall be used
19 by the Band to fund groundwater desalination ac-
20 tivities within the Wolf Valley Basin.

21 (i) LIABILITY.—The Secretary and the Secretary of
22 the Treasury shall not be liable for the expenditure of,
23 or the investment of any amounts withdrawn from, the
24 Fund by the Band under subsection (f) or (g).

1 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
2 the Fund shall be distributed on a per capita basis to any
3 member of the Band.

4 **SEC. 10. MISCELLANEOUS PROVISIONS.**

5 (a) WAIVER OF SOVEREIGN IMMUNITY BY THE
6 UNITED STATES.—Except as provided in subsections (a)
7 through (e) of section 208 of the Department of Justice
8 Appropriation Act, 1953 (43 U.S.C. 666), nothing in this
9 Act waives the sovereign immunity of the United States.

10 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
11 Nothing in this Act quantifies or diminishes any land or
12 water right, or any claim or entitlement to land or water,
13 of an Indian tribe, band, or community other than the
14 Band.

15 (c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—
16 With respect to Indian land within the Reservation—

17 (1) the United States shall not submit against
18 any Indian-owned land located within the Reserva-
19 tion any claim for reimbursement of the cost to the
20 United States of carrying out this Act and the
21 Pechanga Settlement Agreement; and

22 (2) no assessment of any Indian-owned land lo-
23 cated within the Reservation shall be made regard-
24 ing that cost.

1 (d) EFFECT ON CURRENT LAW.—Nothing in this
 2 section affects any provision of law (including regulations)
 3 in effect on the day before the date of enactment of this
 4 Act with respect to preenforcement review of any Federal
 5 environmental enforcement action.

6 **SEC. 11. AUTHORIZATION OF APPROPRIATIONS.**

7 (a) AUTHORIZATION OF APPROPRIATIONS.—

8 (1) PECHANGA RECYCLED WATER INFRASTRUC-
 9 TURE ACCOUNT.—There is authorized to be appro-
 10 priated \$2,656,374, for deposit in the Pechanga Re-
 11 cycled Water Infrastructure account, to carry out
 12 the activities described in section 8(c).

13 (2) PECHANGA ESAA DELIVERY CAPACITY AC-
 14 COUNT.—There is authorized to be appropriated
 15 \$17,900,000, for deposit in the Pechanga ESAA De-
 16 livery Capacity account, which amount shall be ad-
 17 justed for changes in construction costs since June
 18 30, 2009, as is indicated by ENR Construction Cost
 19 Index, 20-City Average, as applicable to the types of
 20 construction required for the Band to provide the in-
 21 frastructure necessary for the Band to provide the
 22 Interim Capacity and Permanent Capacity in the
 23 event that RCWD elects not to provide the Interim
 24 Capacity or Permanent Capacity as set forth in the
 25 ESAA Capacity Agreement and contemplated in sec-

1 tions 8(d)(2)(E) and 8(d)(3)(F) of this Act, with
 2 such adjustment ending on the date on which funds
 3 authorized to be appropriated under this section
 4 have been deposited in the Fund.

5 (3) PECHANGA WATER FUND ACCOUNT.—There
 6 is authorized to be appropriated \$5,483,653, for de-
 7 posit in the Pechanga Water Fund account, which
 8 amount shall be adjusted for changes in appropriate
 9 cost indices since June 30, 2009, with such adjust-
 10 ment ending on the date of deposit in the Fund, for
 11 the purposes set forth in section 9(h)(3).

12 (4) PECHANGA WATER QUALITY ACCOUNT.—
 13 There is authorized to be appropriated \$2,460,000,
 14 for deposit in the Pechanga Water Quality account,
 15 which amount shall be adjusted for changes in ap-
 16 propriate cost indices since June 30, 2009, with
 17 such adjustment ending on the date of deposit in the
 18 Fund, for the purposes set forth in section 9(h)(4).

19 **SEC. 12. REPEAL ON FAILURE OF ENFORCEABILITY DATE.**

20 If the Secretary does not publish a statement of find-
 21 ings under section 7(e) by April 30, 2021, or such alter-
 22 native later date as is agreed to by the Band and the Sec-
 23 retary, as applicable—

1 (1) this Act is repealed effective on the later of
 2 May 1, 2021, or the day after the alternative date
 3 agreed to by the Band and the Secretary;

4 (2) any action taken by the Secretary and any
 5 contract or agreement pursuant to the authority pro-
 6 vided under any provision of this Act shall be void;

7 (3) any amounts appropriated under section 11,
 8 together with any interest on those amounts, shall
 9 immediately revert to the general fund of the Treas-
 10 ury; and

11 (4) any amounts made available under section
 12 11 that remain unexpended shall immediately revert
 13 to the general fund of the Treasury.

14 **SEC. 13. ANTIDEFICIENCY.**

15 (a) IN GENERAL.—Notwithstanding any authoriza-
 16 tion of appropriations to carry out this Act, the expendi-
 17 ture or advance of any funds, and the performance of any
 18 obligation by the Department in any capacity, pursuant
 19 to this Act shall be contingent on the appropriation of
 20 funds for that expenditure, advance, or performance.

21 (b) LIABILITY.—The Department of the Interior
 22 shall not be liable for the failure to carry out any obliga-
 23 tion or activity authorized by this Act if adequate appro-
 24 priations are not provided to carry out this Act.

○

RESOLUTION XXXX

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
CONSENTING TO EASTERN MUNICIPAL WATER DISTRICT'S
106th FRINGE AREA ANNEXATION AND FIXING THE TERMS AND
CONDITIONS OF THE ANNEXATION TO
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

WHEREAS, the Board of Directors of the Eastern Municipal Water District ("Eastern"), a municipal water district, situated in the county of Riverside, state of California, pursuant to Resolution No. XXXX, in accordance with the provisions of the Metropolitan Water District Act (MWD Act), has applied to the Board of Directors of The Metropolitan Water District of Southern California (Metropolitan) for consent to annex thereto certain territory situated in the county of Riverside referred to as the 106th Fringe Area, more particularly described in an application to the Riverside County Local Agency Formation Commission (LAFCO), concurrently with the annexation thereof to Eastern, such annexation to Metropolitan to be upon such terms and conditions as may be fixed by the Board of Directors of Metropolitan;

WHEREAS, the beneficial owner of the territory identified as a portion of the reservation lands of the Pechanga Band of Luiseño Mission Indians (Pechanga) and described in the Extension of Service Area Agreement (ESAA) (Property) has applied for inclusion into Eastern and Metropolitan;

WHEREAS, completion of said annexation shall be contingent upon approval by the LAFCO;

WHEREAS, in recognition of the inherent sovereignty of Pechanga as a tribal government, no ad valorem property taxes or property-related assessments shall be imposed on the Property, and instead, Pechanga will pay present value charges equivalent to taxes or assessments that otherwise would be levied;

WHEREAS, completion of said annexation shall be further contingent upon LAFCO conditioning its approval of the 106th Fringe Area upon a requirement that a charge for the present value of Metropolitan's existing and established taxes, benefit assessments, or property-related fees or charges in place in the service area, as identified below, are paid on the territory being annexed to the agency;

WHEREAS, Metropolitan has levied and collected ad valorem taxes on parcels within the territory of Eastern. Such charges for calendar year 2016 are described in Resolution 9195, adopted by Metropolitan's Board on August 18, 2015;

WHEREAS, since fiscal year 1992-93, Metropolitan has levied and collected water standby charges pursuant to Section 134.5 of the MWD Act on parcels within the territory of Eastern. Such charges for fiscal year 2015-16 are described in Resolution 9191, adopted by Metropolitan's Board on May 12, 2015;

WHEREAS, upon annexation, the territory will be within Metropolitan's service area, Metropolitan's water will be available to such territory and such area will receive the benefit of the projects provided in part with proceeds of Metropolitan ad valorem taxes and water standby charges;

WHEREAS, as a requirement of this annexation and pursuant to the ESAA, the Pechanga will pay Metropolitan \$2,896,442, which includes Metropolitan's per-acre annexation fee, a \$5,000 processing fee, and \$562,591 that represents the present value of the ad valorem taxes that otherwise would be levied;

WHEREAS, as a requirement of this annexation and pursuant to the ESAA, the Pechanga will pay Eastern \$62,782.02, which represents the present value of the standby charges that otherwise would be levied, which will be used to offset the Readiness to Service Charges Eastern will owe Metropolitan for service to the Property.

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA), Eastern determined that this proposed annexation was categorically exempt on February 24, 2016, and Metropolitan finds that this land contains existing private structures and that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities. This extension of service also involves land of the minimum size for facilities exempted by Section 15303 in the State CEQA Guidelines. In addition, the overall activities associated with the extension of service process consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of the existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of this determination. Accordingly, the proposed action qualifies under two Categorical Exemptions (Sections 15301 and 15319 of the State CEQA Guidelines).; and

WHEREAS, it appears to this Board of Directors that such application should be granted, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Metropolitan, acting as Responsible Agency, has reviewed and considered Eastern's request for extension of service in the 106th Fringe Area, and determined that the proposed action qualifies under two Categorical Exemptions (Class 1, Section 15301 and Class 19, Section 15319 of the State CEQA Guidelines) prior to approval of the final terms and conditions for extending the service for the 106th Fringe Area; and subject to the following terms and conditions and the terms of the ESAA, does hereby grant the application of the governing body of Eastern for consent to annex the 106th Fringe Area to Metropolitan and does hereby fix the terms and conditions;

Section 1. The annexation of said area to Eastern shall be made concurrently with the service area annexation thereof to Metropolitan, and all necessary certificates, statements, maps, and other documents required to be filed by or on behalf of Eastern to effectuate the action shall be filed on or before December 31, 2018.

Section 2. Prior to filing a request for a Certificate of Completion of the proceedings with LAFCO, Eastern shall submit a certified copy of LAFCO's resolution approving the service area annexation to the Member Agency, and Pechanga shall pay to Metropolitan \$2,896,442 for its annexation fee, if the annexation is completed by December 31, 2016. If the annexation is completed during the 2017 or 2018 calendar year, the annexation charge will be calculated based on the then-current rate, in accordance with Metropolitan's Administrative Code Section 3300.

Section 3. a. Metropolitan shall be under no obligation to provide, construct, operate, or maintain feeder pipelines, structures, connections, and other facilities required for the delivery of water to said area from works owned and operated by Metropolitan.

b. Eastern shall not be entitled to demand that Metropolitan deliver water to Eastern for use, directly or indirectly, within said area, except for domestic or municipal use therein.

c. The delivery of all water by Metropolitan, regardless of the nature and time of use of such water shall be subject to the water service regulations, including rates and charges promulgated from time to time by Metropolitan.

d. Except upon the terms and conditions specifically approved by the Board of Directors of Metropolitan and in the ESAA, water sold and delivered by Metropolitan shall not be used in any manner which intentionally or avoidably results in the direct or indirect benefit of areas outside Metropolitan, including use of such water outside Metropolitan or use thereof within Metropolitan in substitution for other water outside Metropolitan.

Section 4. LAFCO has conditioned approval of the annexation upon a requirement that Pechanga pay a charge equal to the present value of future payments for all previously established and collected taxes, benefit assessments, or property-related fees or charges on territory being annexed to the agency.

Section 5. That the Board of Directors of Metropolitan, acting as a Responsible Agency, has reviewed and considered Eastern's request for extension of service in the 106th Fringe Area, and determined that the proposed action qualifies under two Categorical Exemptions (Class 1, Section 15301 and Class 19, Section 15319 of the State CEQA Guidelines) prior to approval of the final terms and conditions for extending the service area for the 106th Fringe Area; and subject to the following terms and conditions, does hereby grant the application of the governing body of Eastern for consent to extend service to the 106th Fringe Area to Metropolitan and does hereby fix the terms and conditions.

Section 6. That the General Manager and General Counsel are hereby authorized to do all things necessary and desirable to accomplish the purposes of this resolution, including, without limitation, the commencement of defense of litigation.

Section 7. That if any provision of this resolution or the application to any member agency, property or person whatsoever is held invalid, that invalidity shall not affect the other provisions or applications of this resolution which can be given effect without the invalid portion or application, and to that end the provisions of this resolution are severable.

BE IT FURTHER RESOLVED that the Board Executive Secretary is directed to transmit forthwith to the governing body of Eastern a certified copy of this resolution.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California, at its meeting held on April 12, 2016.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California