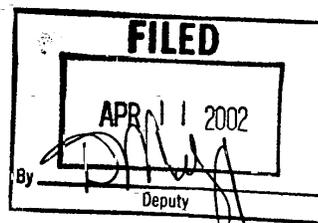


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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO
12

13
14 **COORDINATED SPECIAL PROCEEDING**
SPECIAL TITLE (Rule 1550(b))

Case No. JC 4118

15
16 **STATE WATER RESOURCES CONTROL**
BOARD CASES

STIPULATION FOR *mc*
DISMISSAL AND ~~PROPOSED~~
ORDER THEREON

17
18 **COORDINATED ACTIONS**

Department 27
Honorable Roland L. Candee
Coordination Trial Judge

19 *Anderson, et al. v. SWRCB, et al.*
(Fresno County Superior Court, No. 645385-6)
20 *Central Delta Water Agency, et al. v. SWRCB, et al.*
(San Francisco County Superior Court,
21 No. 309539)
22 *Glenn-Colusa Irrigation District, et al. v. SWRCB*
(Sacramento County Superior Court,
23 No. 00CS00201)
24 *San Luis Water District v. SWRCB*
(Merced County Superior Court, No. 143845)
25 *Central Delta Water Agency, et al. v. SWRCB, et al.*
(San Francisco County Superior Court,
26 No. 311502)
27 *County of San Joaquin, et al. v. SWRCB, et al.*
(San Francisco County Superior Court,
28 No. 311499)

(continued)

2 *Golden Gate Audubon Society, et al. v. SWRCB, et al.*
(Alameda County Superior Court, No. 825585-9)
3 *Pacific Coast Federation of Fishermen's*
Associations, et al. v. SWRCB, et al.
(San Francisco County Superior Court,
4 No. 311507)
5 *Santa Clara Valley Water District v. SWRCB*
(San Francisco County Superior Court,
6 No. 311549)
7 *State Water Contractors, et al. v. SWRCB*
(Sacramento County Superior Court,
8 No. 00CS00602)
9 *Westlands Water District v. SWRCB, et al.*
(Sacramento County Superior Court,
10 No. 00CS00603)

11 Petitioner, San Luis Water District ("SLWD"), and Respondent, State Water Resources
12 Control Board ("SWRCB"), by and through their respective counsel of record, do hereby stipulate
13 and agree as follows:

14 **RECITALS**

15 1. Petitioner filed its First Amended Petition for Writ of Mandate under the California
16 Environmental Quality Act and California Water Code ("Petition") on April 13, 2000.

17 2. The SWRCB answered the Petition and petitioned to coordinate the action with the
18 other actions in the above Coordinated Proceeding.

19 3. The Petition for Coordination was granted.

20 4. SLWD's Petition solely concerns certain findings, rulings, and determinations made
21 by the SWRCB relating to a petition originally filed with the SWRCB by the United States Bureau
22 of Reclamation ("USBR") on September 4, 1985, requesting, among other things, that the place of
23 use and purposes of use of water under certain water right permits held by the USBR be changed.
24 This petition is referred to as the consolidated place of use petition. Said USBR petition is known
25 as the "CPOU Petition."

26 5. The CPOU Petition purported to identify certain lands which historically had received
27 water yielded by or attributable to the water right permits that were the subject of the CPOU Petition,
28 but which were allegedly outside the authorized place of use of water as identified in the subject
water right permits. The lands allegedly outside the authorized places of use, to which said waters

were delivered and placed to reasonable beneficial use thereon, are referred to in the CPOU Petition
2 as "Encroachment Lands."

3 6. The SWRCB's findings, rulings, and determinations relative to the CPOU Petition
4 were incorporated into a Water Right Decision known as "D1641" and entitled "Decision
5 Implementing Flow Objectives for the Bay-Delta Estuary, Approving a Petition to Change Points
6 of Diversion of the Central Valley Project and the State Water Project in the Southern Delta, and
7 Approving a Petition to Change Places of Use and Purposes of Use of the Central Valley Project,"
8 adopted on December 29, 1999.

9 7. Thereafter, D1641 was revised in accordance with SWRCB Order No. WR 2000-02,
10 adopted on March 15, 2000.

11 8. That portion of the hearing leading to D1641 that addressed the CPOU Petition is
12 known as "Phase 7."

13 9. D1641 provides that some of the Encroachment Lands are within the service area of
14 SLWD, and as a consequence, D1641 obligates the United States to adopt environmental mitigation
15 measures associated with the impacts of water use on said Encroachment Lands.

16 10. The SLWD disputes all of the foregoing matters related to such water use on such
17 Encroachment Lands, including whether any so-called Encroachment Lands are located within the
18 service area of SLWD, and if so, the location and extent thereof.

19 11. SLWD has represented to the SWRCB that SLWD has worked with the USBR to
20 obtain certain commitments and representations respecting the mitigation of alleged environmental
21 impacts associated with such water use on such Encroachment Lands.

22 12. Petitioner and the SWRCB now desire to resolve and settle all claims, counter-claims,
23 and disputes arising from or involving the causes of action stated in the Petition.

24 13. This Stipulation is a compromise of the claims and contentions asserted by the
25 Parties, and by entering into and agreeing to be bound by this Stipulation, none of the parties to this
26 Stipulation concedes or admits to the validity or propriety of any issue of law or fact asserted by any
27 party to this Stipulation.

28 14. The parties to this Stipulation have agreed on a settlement of this case.

1 AGREEMENT

2 15. Pursuant to their Settlement, the parties to this Stipulation hereby do stipulate and
3 agree as follows:

4 16. Petitioner SLWD hereby dismisses its Petition and all causes of action therein,
5 without prejudice.

6 17. SWRCB hereby agrees to waive the statute of limitations contained in Section
7 21167(c) of the Public Resources Code to allow the Petitioner to refile the same claims raised in the
8 Petition.

9 18. All parties represent and warrant that they fully understand each of the terms of this
10 Stipulation and the consequences thereof, and that they have sought the advice of counsel prior to
11 executing this Stipulation.

12 19. Each of the terms of this Stipulation is binding upon the parties affected thereby and
13 their respective successors, transferees, assigns, executors, administrators, representatives (including
14 principals, agents, officers, directors, and employees), and beneficiaries.

15 20. The execution and delivery by each party of this Stipulation, and any other
16 instruments required by this Stipulation, the consummation of the transactions and contracts required
17 or contemplated by this Stipulation, and the performance by each party of its obligations in
18 connection with this Stipulation and said instruments and contracts: (i) have been each duly
19 authorized by all necessary boards of directors' actions, if required; (ii) to the best of each party's
20 knowledge, after appropriate investigation and inquiry, require no registrations with or approvals of
21 any person or entity not heretofore obtained; and (iii) to the best of each party's knowledge, after
22 appropriate investigation and inquiry, do not violate, contravene or conflict with any applicable law,
23 order or regulation of any court or governmental authority, official or agency, or any contract,
24 indenture or other instrument to which that party is a party, or by which it or any of its properties
25 relevant to the subject matter hereof may be bound.

26 21. Each party to this Stipulation that is not a natural person represents and warrants that
27 it is duly organized and validly exists, and that it is in good standing under the laws of the State of
28 California, and is duly qualified to transact business in each jurisdiction in which the character of

1 its properties or the nature of the activities conducted by it makes such qualification necessary. Each
2 said party has full power, authority and right to enter into, execute, deliver, perform and be bound
3 by this Stipulation and each of the other instruments required by this Stipulation, to own property
4 and to carry on its business as it is now being conducted, and has complied with all applicable laws
5 and regulations of government agencies, officials or authorities, has obtained all necessary permits,
6 licenses and approvals necessary and appropriate to proceed with the conduct of its business in
7 accordance with the requirements of this Stipulation, and has followed all necessary, proper and
8 appropriate procedures in procuring such permits, licenses and approvals.

9 22. This Stipulation shall be controlled by, and is to be construed under, the laws of the
10 State of California, the state in which the Stipulation is executed.

11 23. The parties expressly acknowledge that this Stipulation was prepared by their
12 respective counsel and that such counsel at all times during the preparation thereof were acting solely
13 for and on behalf of their respective clients. The parties further expressly acknowledge that they
14 have each had the opportunity to have counsel review this Stipulation and advise each of the parties,
15 respectively, with respect thereto. The parties agree they each are estopped to contend other than
16 that this Stipulation shall be construed fairly and evenly, and not strictly for or against either party,
17 and without regard to which party caused this Stipulation or any portion thereof to be drafted.

18 24. The provisions of this Stipulation shall be deemed to be independent and several, in
19 that the invalidity or partial invalidity or unenforceability of any one provision or portion thereof
20 shall not affect the validity or the enforceability of any other provision thereof, and this Stipulation
21 shall be construed as if such unenforceable provision had not been contained herein. As used herein,
22 the term "unenforceable" is used in its broadest and most comprehensive sense and includes the
23 concepts void and voidable.

24 25. The parties hereto shall take such actions, or execute, acknowledge and deliver, or
25 obtain the execution, acknowledgment and delivery of such further documents as are reasonably
26 necessary, appropriate or desirable to give full effect to the terms of this Stipulation.

27 26. All parties consent to the above dismissal.

28 27. All parties are to bear their own attorneys' fees and costs.

1 28. All parties consent and agree to all of the provisions hereof, and pursuant thereto, the
2 parties now jointly ask this Court to dismiss Merced County Superior Court No. 143845, without
3 prejudice.

4 29. This Stipulation and Agreement may be executed by way of facsimile and
5 counterpart signatures.

6 DATED: March 29, 2002.

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.

7
8 By Raymond L. Carlson

9 Raymond L. Carlson
Attorneys for Petitioner,
10 SAN LUIS WATER DISTRICT

11 DATED: April 8, 2002.
12 March 8, 2002

BILL LOCKYER, Attorney General
CLIFFORD T. LEE, Deputy Attorney General

13
14 By Clifford T. Lee

15 Clifford T. Lee
Attorneys for Respondent,
16 State Water Resources Control Board

17
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19 **ORDER**

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21 **IT IS SO ORDERED.**

22 DATED: April 11, 2002.

23
24 Roland L. Candee

25 Honorable Roland L. Candee
Judge of the Superior Court

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