

May 28, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

**SUBJECT:** Proposed Resolution Amending the Rules and Regulations Governing

**Water Services** 

#### **BACKGROUND**

Although the District is not increasing the variable commodity rate for the 2021/22 Fiscal Year, there are some adjust that are required within the Rules and Regulations.

The attached changes to the hourly rates for contracted services are made to reflect the approved changes in personnel and the corresponding salaries.

Because these charges are not associated with the variable commodity rate, but are ties directly the contracted services outside of water service, a public hearing is not required.

#### RECOMMENDATION

That should the Board agree, they approve the Resolution as presented.

any Red

**Amy Reeh** 

**General Manager** 

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUIMA MUNICIPAL WATER DISTRICT AMENDING RULES AND REGULATIONS GOVERNING WATER SERVICE

(Schedule of Rates, Rentals, Fees, Deposits & Charges)
(Sections 2.27)

WHEREAS, Yuima Municipal Water District is a California Municipal Water District created by the Municipal Water District Act of 1911 (Water Code Section 71000 et seq.); and

WHEREAS, the Board of Directors has reviewed and approved the 2021-22 Operating Budget; and

WHEREAS, the Board of Directors considered the Proposed Schedule of Rates, Rentals, Fees, Deposits and Charges.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Yuima Municipal Water District as follows:

- 1. The matters set forth in this Resolution are true and correct statements.
- 2. The Board of Director of Yuima Municipal has been presented with data showing the estimated reasonable costs of determining and average "All-In" labor rate services performed by the District for outside entities.
- 3. The Board of Directors find that the Rates and Fees established by this Resolution are for the purposes of: (a) establishing a service contract "All-In" rate that includes all employee wages and fringe benefits and therefore, the establishment of such rates is not subject to the California Environmental Quality Act (CEQA).
- 4. The Board of Directors find that the revenue derived from the Rates established by this Resolution: (1) Does not exceed the funds required to provide the services; (2) Shall not be used for any other purpose than that for which the charge was imposed.
- 5. The Schedule of Rates, Rentals, Fees, Deposits and Charges set forth in Exhibit "A" is hereby adopted as an Amendment to the District's Rules and Regulations governing water service, and the General Manager of Yuima Municipal Water District is hereby authorized and directed to

- collect the new Related Charges on all bills mailed on and after the effective date of this Resolution.
- 6. This Resolution shall take effect for all bills mailed on or after August 1, 2021.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held Monday, June 28, 2021, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
ATTEST:	Roland Simpson, President
Don Broomell Secretary	

# YUIMA MUNICIPAL WATER DISTRICT RULES AND REGULATIONS GOVERNING WATER SERVICE

## 24. SCHEDULE OF RATES, RENTALS, FEES, DEPOSITS & CHARGES

EFFECTIVE <sup>1</sup> July 1, 2019

#### 2.17 RESTORATION-RECONNECTION CHARGES:

All unpaid charges, including with limitation, quantity (Rule 15.1), multiple service (Rule 15.2), monthly meter (Rule 15.3), turn off (Rule 7.5.2), turn on (Rule 7.6.2), connection (Rule 14.2), capacity (San Diego County Water Authority), interest (Rule 7.5.2), and delinquency charges (Rules 7.2.5 and 7.6.3) and any required deposit amounts (rule 6.3), must be paid in full before discontinued water service is restored.

### 2.27 COSTS OF DISTRICT - Labor & Equipment:

Hourly rates established when district is to be paid for its costs

INTERIM GENERAL MANAGER HOURLY RATE

MANAGEMENT CONTRACT HOURLY RATES Hourly rate for work performed over and above	<u>HOU</u>	RLY RATES 59.5171.81
the management contract hours and service work performed for others. Holiday & Overtime Hourly Rate	Ψ	77.7792.88
EMERGENCY SERVICES CONTRACT HOURLY RATES Hourly rate for work performed under all Emergency services Contracts. Holiday & Overtime Hourly Rate		95.7271.81 123.0792.88
RECORD KEEPING/SECRETARIAL HOURLY RATES For work performed over and above the office/record keeping contract hours and office related functions.	<u>\$</u>	<del>35.12</del> <u>51.64</u>
Holiday & Overtime Hourly Rate	\$	<del>47.81</del> <u>77.46</u>

<sup>&</sup>lt;sup>1</sup> Amended 12/16/14 Res.1585-14 Rates .

91.4397.74



May 28, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

**SUBJECT:** Proposed Resolution Establishing the Appropriation Limit for the 2021/22

**Fiscal Year** 

#### **BACKGROUND**

Annually the District is required to calculate the annual appropriation limit pursuant to Article XIIIB of the State Constitution.

The appropriate limit (Gann Limit) is the lawful limit the District is allowed to collect as its portion of the 1% Property tax collected from parcels that fall within the District Boundaries. These limits are adjusted annually using a calculation methodology and percentages established by the State Controller.

This year's Appropriation Limit is set at \$2,046,639 which is well below our estimated tax apportionment of \$453,797.

The public notice requirement under Government Code Section §7919 have been met.

#### RECOMMENDATION

That should the Board agree, they approve the Resolution as presented.

amy Red

Amy Reeh

**General Manager** 

#### RESOLUTION NO. \_\_\_\_

## RESOLUTION OF THE BOARD OF DIRECTORS OF YUIMA MUNICIPAL WATER DISTRICT ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2021-22 PURSUANT TO ARTICLE XIIIB OF CALIFORNIA CONSTITUTION

WHEREAS, effective July 1, 1980, Article XIIIB of the California Constitution took effect limiting the appropriations of certain state and local agencies; and

WHEREAS, effective July 1, 1990, Article XIIIB of the California Constitution was amended; and

WHEREAS, the Legislature has adopted Government Code Sections 7900 through 7914 setting forth procedures to be followed by affected local agencies in fixing and determining their appropriation limit; and

WHEREAS, pursuant to said Government Code sections, the County of San Diego and the State of California Department of Finance have supplied the District with data regarding changes in population, cost of living, per capita income, nonresidential new construction, and local assessment roll for use in determining its appropriation limit; and:

WHEREAS, the District had a tax rate in excess of 12.5 cents per \$100 of assessed valuation during the 1977-78 fiscal year and, therefore, is subject to the provisions of Article XIIIB and implementing legislation; and

WHEREAS, Government Code Section 7910 requires that each year the governing body of the District, by resolution, establish its appropriation limit for the following fiscal year; and

WHEREAS, Government Code Section 7901 requires the governing body of the District, annually by resolution, to select the basis for its change in population as defined in that section; and

WHEREAS, Section 8(e)(2) of Article XIIIB of the Constitution requires the Board to select the method of determining "change in the cost of living" as defined in that section; and

WHEREAS, at least 15 days prior to the meeting at which this resolution was adopted, the documentation used in the determination of the appropriation limit was made available to the public at the offices of the District; and

WHEREAS, the Board has fully considered said laws, the revenues and expenditures of the District during the relevant years, the data received from the State of California Department of Finance, and the reports and recommendations of staff;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Yuima Municipal Water District as follows:

- 1. That the foregoing facts are true and correct.
- 2. That the appropriation limit for the 2021-22 fiscal year is \$2,046,639 and that the proceeds of taxes received in that year, in the amount of approximately \$453,797, will not exceed that appropriation limit.
- 3. That in determining the appropriation limit for 2021-22, the District shall use the percentage change in the California per capita personal income from the preceding year.
- 4. That in determining the appropriation limit for 2021-22, the District shall use the percentage change in population for the San Diego County or for the Unincorporated Portion of San Diego County, whichever is greater, as provided by the State of California Department of Finance.
- 5. That pursuant to Article XIIIB, as amended, and Section 7910 of the Government Code, as amended, the appropriation limit for Yuima Municipal Water District for the 2021-22 fiscal year is established at \$2,046,639.

PASSED AND ADOPTED at a regular adjourned meeting of the Board of Directors of Yuima Municipal District held June 28, 2021 by the following votes:

AYES: NOES:	
ABSENT:	
ABSTAIN:	
	Roland Simpson, President
	Yuima Municipal Water District
ATTEST:	
Don Broomell, Secretary/Treasurer	
Yuima Municipal Water District	

## **PUBLIC NOTICE**

In accordance with Government Code Section 7910, notice is hereby given that on June 28, 2021 at 2:00 o'clock p.m. (or sometime thereafter), at 34928 Valley Center Road, Pauma Valley, California, the Board of Directors of Yuima Municipal Water District will, by resolution, establish the District's 2021-22 appropriation limit pursuant to Article XIIIB of the State Constitution as amended by Proposition 111 effective July 1, 1990. The appropriation limit for 2021-22 is to be set at \$2,046,639 and was computed as set forth below. Documentation of the computation is available in the office of the District at the above address.

Fiscal Year	Per Capita Income	Population		anviation I imit
riscai Year	Increases (1)	Increases	Appropriation Limit	
1989-90	4.98%	3.85%	\$	456,463
1990-91	4.21%	3.65%	\$	493,042
1991-92	4.14%	3.06%	\$	529,166
1992-93	-0.64%	2.34%	\$	538,083
1993-94	2.72%	2.23%	\$	565,044
1994-95	0.71%	1.42%	\$	577,136
1995-96	4.72%	1.33%	\$	612,415
1996-97	4.67%	1.19%	\$	648,643
1997-98	4.67%	1.46%	\$	688,847
1998-99	4.15%	2.63%	\$	736,303
1999-00	4.53%	1.65%	\$	782,357
2000-01	4.91%	2.33%	\$	839,895
2001-02	7.82%	1.77%	\$	921,603
2002-03	-1.27%	1.83%	\$	926,549
2003-04	2.31%	1.69%	\$	963,972
2004-05	3.28%	1.52%	\$	1,010,723
2005-06	5.26%	1.50%	\$	1,079,845
2006-07	3.96%	0.94%	\$	1,133,159
2007-08	4.42%	1.22%	\$	1,197,680
2008-09	4.29%	1.43%	\$	1,266,922
2009-10	0.62%	1.32%	\$	1,291,604
2010-11	-2.54%	1.52%	\$	1,277,931
2011-12	2.51%	0.72%	\$	1,319,439
2012-13	3.77%	0.92%	\$	1,381,778
2013-14	5.12%	0.80%	\$	1,464,145
2014-15	-0.23%	1.23%	\$	1,478,745
2015-16	3.82%	1.48%	\$	1,557,955
2016-17	5.37%	0.46%	\$	1,649,168
2017-18	3.69%	0.64%	\$	1,720,967
2018-19	3.67%	0.53%	\$	1,793,582
2019-20	3.85%	0.14%	\$	1,865,243
2020-21	3.73%	0.59%	\$	1,946,232
2021-22	5.73%	-0.54%	\$	2,046,639

Amy Reeh, General Manager Yuima Municipal Water District

<sup>(1)</sup> A California governmental unit may increase its appropriation limit by either the annual percentage increase in California fourth quarter per capita personal income, or the percentage increase in the local assessment roll from the preceding year due to the addition of local non-residential construction, whichever greater.

#### Summary:

In November, 1979, the voters of California approved the addition of Article X111B to the State Constitution. This amendment provided a maximum annual percentage that proceeds of taxes could increase. We have to comply with the legislation by annually establishing an appropriation limit for the amount we receive from property taxes and the earnings we receive on the investment of tax revenues. If the actual proceeds ever exceed this limit, refund of the excess would have to be made. Refunds of taxes collected have not had to be made in the past, and refunds in the future are doubtful as the percentage increase against the base year is increasing greater than our share of the 1% property tax.

Under Proposition 111, the method of calculating the annual appropriation limit was revised, effective July 1, 1990. The California Constitution specifies that the appropriation limit may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or the change in local assessment role due to local nonresidential construction. The appropriation limit method recommended for adoption uses the highest of the options available to maximize our limit for 2021-22 which is set at \$2,046,639.

Government Code Section 7910 also requires a 15-day period for our calculations to be available to the public for their review, if desired. The Public Notice was posted May 20, 2021 in compliance with this requirement.

## **Yuima Municipal Water District Appropriations Limit Annual Calculation** 5/20/2021

Factors:

Per Capita Cost of Living Change = 5.73%

Population Change =

Per Capita Cost of Living converted to a ratio:

 $\frac{5.73 + 100}{100} = 1.0573$ 

Population coverted to a ratio:

Calculation of factor for the fiscal year:

 $1.0573 \times 0.9946 = 1.0516$ 

2,046,639

Current Year Appropriations Limit:

1,946,232 x 1.0516 =

(Prior Year Limit x Current Year Factor)



May 28, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Second Amendment to the Memorandum of Understanding to Establish a

**Groundwater Sustainability Plan.** 

#### **BACKGROUND**

An amendment to the existing Memorandum of Understanding to Establish a Groundwater Sustainability Plan is necessary to address the basin boundary modification that was created when AB1944 was passed by the California Legislature. This extends the western boundary of the basin from Frey Creek to a western boundary close to Rice Canyon Road; basically encompassing the Pala Reservation.

Although this section of the San Luis Rey River is legally considered "Subterranean Stream and not Percolating groundwater" like the are of the basin east of Frey Creek; the legislation requires us to include it within the Upper San Luis Rey Groundwater Basin and the GSP.

#### RECOMMENDATION

That should the Board agree, they approve the Amendment as presented.

amy Red

Amy Reeh

**General Manager** 

## AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN

This Amendment 2 to the MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN (heretofore referenced as the "2017 MOU") is made and entered into effective June 1, 2021 ("Effective Date") by and between Yuima Municipal Water District, a municipal water district organized under and existing pursuant to Sections 71000 et seq. of the California Water Code ("Yuima MWD" or "Yuima"), Pauma Valley Community Services District, a community services district formed under the Community Services District Law, Government Code Sections 61000-61850, ("Pauma Valley CSD"), and the Upper San Luis Rey Resource Conservation District ("USLRRCD") a resource conservation district formed under the Resource Conservation District Act, Public Resources Code Sections 9001 et seq. Each entity may be referred to herein individually as a "Party," or collectively as the "Parties."

- A. WHEREAS, on June 27, 2017, the Parties to that agreement entitled the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin executed the 2017 MOU and agreed to work together cooperatively in order to facilitate the preparation of a groundwater sustainability plan ("GSP") per the timelines and in accordance with the requirements of the Sustainable Groundwater Management Act ("SGMA"); and
- B. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources ("DWR") and subsequently accepted by DWR as creating a Groundwater Sustainability Agency ("GSA") for portions of the San Luis Rey Valley Groundwater Basin ("SLR Basin"), which GSA, hereinafter referenced as the Pauma Valley GSA ("PVGSA"), would be managed by the Parties to this Amendment 2 according to the 2017 MOU per its terms, including the cooperative preparation of a GSP for portions of the SLR Basin; and
- C. WHEREAS, on June 1, 2020 the remaining Parties to the 2017 MOU executed an amendment to the 2017 MOU entitled Amendment One to Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin ("Amendment One to 2017 MOU"); and
- D. WHEREAS, Amendment One to the 2017 MOU was submitted and uploaded to the California Department of Water Resources ("DWR") SGMA Portal on or about July 17, 2020; and
- E. Whereas AB 1944 (codified as Water Code § 10722.5) in September 2018 legislatively divided the SLR Basin into two separate sub-basins, the Upper and Lower Groundwater Sub-Basins of the SLR Basin, which two sub-basins, together, constitute the SLR Basin, and thereafter SB 779 in September 2019 legislatively directed that the boundary between the Upper and Lower Subbasins of the SLR Basin be set by DWR at the east line of the western boundary of Section 6, Range 2 West, Township 10 South of the San Bernardino Meridian; and
- F. WHEREAS, at the time the Parties entered into the 2017 MOU, the entire SLR Basin was designated as a medium priority Basin subject to the development of a GSP per SGMA; and

- G. WHEREAS, on May 1, 2020 DWR determined that the Lower Subbasin of the SLR Basin is a very low priority basin, that does not require management by a GSA or development of a GSP; and
- H. WHEREAS, the 2017 MOU and Amendment One to the 2017 MOU contain Exhibits that, after AB 1944, SB 779, and DWR's designation of the Lower Basin as Very Low Priority, require minor update to accurately reflect the substantially reduced area of the SLR Basin requiring management by a GSA per SGMA while also updating Figure 1 to the 2017 MOU to accurately reflect the legislatively created boundary referenced in Water Code § 10722.5(a) between the Upper and Lower Sub-Basins of the SLR Basin; and
- I. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties to the 2017 MOU, and all remaining Parties to the MOU, specifically Yuima, Pauma Valley CSD, and the USLRRCD, have all agreed via this Amendment 2 to amend the 2017 MOU in order to facilitate the timely development of a GSP in the Upper San Luis Rey Valley Groundwater Subbasin. ("Upper Sub-Basin") or the SLR Basin.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and in order to facilitate the expedient development of a GSP for the Upper Sub-Basin, the Parties do hereby agree to amend the 2017 MOU as follows:

- 1. Section II (17) of the 2017 MOU is hereby amended to read:
  - "Pauma Valley Subbasin" means the Upper San Luis Rey Valley Groundwater Subbasin (DWR Basin No. 9-007.01), as established by Water Code §10722.5(a).
- 2. Figure 1 of the 2017 MOU, consisting of two separate maps, is hereby replaced with the updated Figure 1 attached hereto, which depicts the portions of the SLR Basin that are, as of June 2021, required to be managed by a Plan per SGMA.

SIGNATURES ON FOLLOWING PAGE

By:	Date
Sam Logan President, Board of Directors	
Approved as to Form	
General Counsel  UPPER SAN LUIS REY RESOURCE CONSER	RVATION DISTRICT
UPPER SAN LUIS REY RESOURCE CONSE	

## YUIMA MUNICIPAL WATER DISTRICT

By:	Date
Roland Simpson President, Board of Directors	
Approved as to Form	
General Counsel	

## Upper San Luis Rey Valley Groundwater Sub-Basin and Pauma Valley GSA

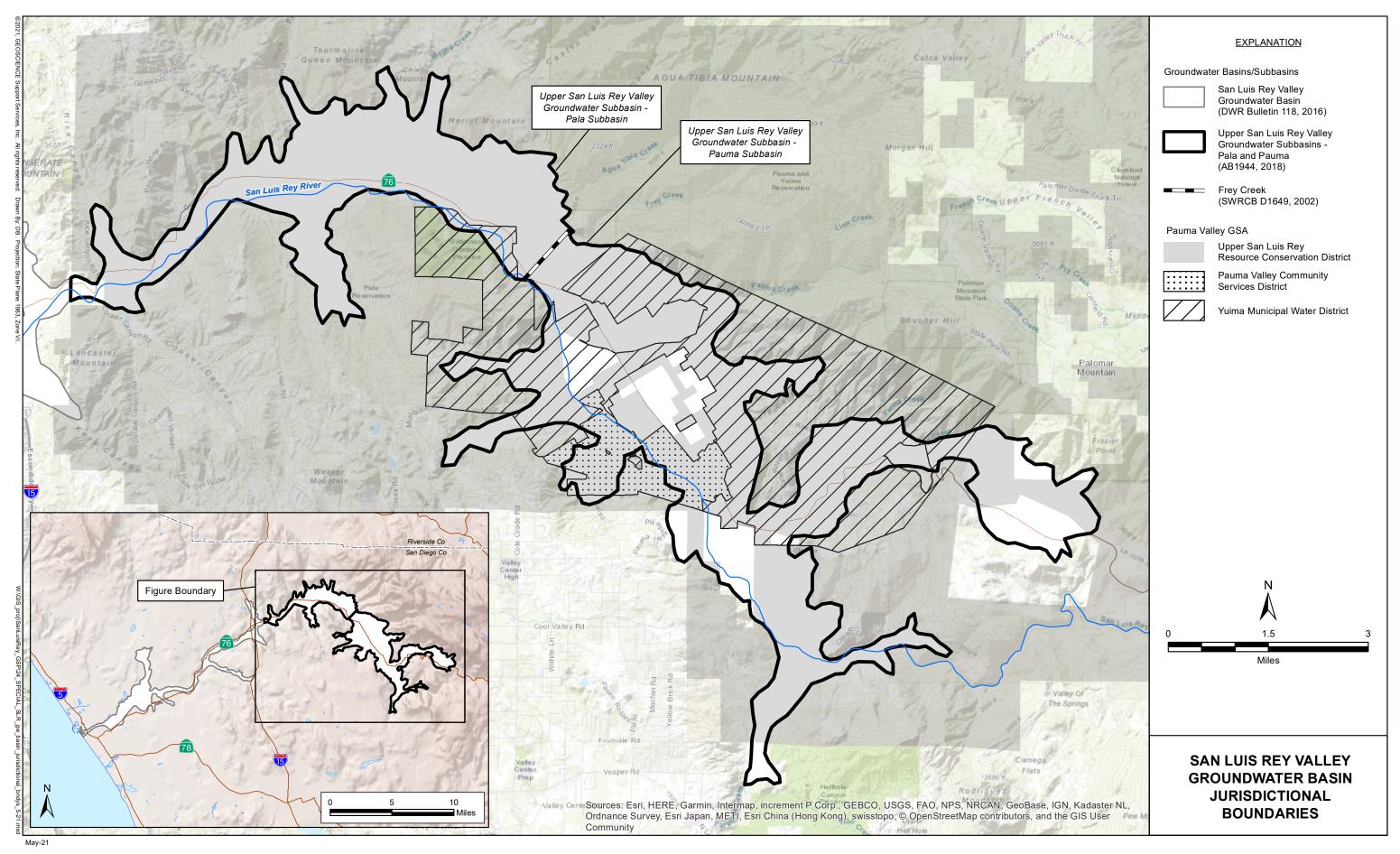
Pauma Valley Subbasin

Detail Area

## Upper San Luis Rey Valley Groundwater Sub-Basin Jurisdictional Boundaries

Pauma Valley Subbasin

Detail Area





May 28, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Agenda Items 7 & 8 – Consent to Assign Well Lease Agreement and

Wheeling (Conveyance) Agreement with the Sherill Ann Schoepe

**Revocable Trust** 

#### **BACKGROUND**

The District has had a well lease agreement with the Schoepe Family to lease the Schoepe Well Site for many decades. Recently, due to water quality issues with other water providers in the valley, the Trust entered into a wheeling agreement to wheel potable water from the Schoepe wells to the Schoepe property located along Highway 76 where the restaurant Jilbertos is located.

The Sherill Ann Schoepe Revocable Trust has entered into escrow to sell both properties and would like the District to assign (transfer) the lease and wheeling agreement to the new owners.

#### RECOMMENDATION

That should the Board agree, they approve both of the Assignment agreements as presented.

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**Amy Reeh** 

**General Manager** 

#### **RECORDING REQUESTED BY:**

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

#### AND WHEN RECORDED MAIL TO:

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

## ASSIGNMENT, ASSUMPTION, CONSENT, AND FIRST AMENDMENT TO AGREEMENT TO LEASE WELL SITE AND PROVIDE PIPELINE EASEMENT

This Assignment, Assumption, Consent, and First Amendment to Agreement to Lease Well Site and Provide Pipeline Easement (hereinafter "First Amendment and Assignment)") is entered into as of May\_\_\_\_\_, 2021, between Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, L.P. ("Assignor"), Pauma-Yuima Band of Luiseno Mission Indians ("Assignee") and Yuima Municipal Water District ("Yuima"), (collectively "Parties") in view of the following facts:

#### **RECITALS**

- A. WHEREAS, Yuima and Sherrill Ann Schoepe, as trustee of the Sherrill Ann Schoepe Revocable Trust ("Schoepe") entered into an Agreement to Lease Well Site and Provide Pipeline Easement ("Agreement") recorded in the San Diego County Recorder's office on February 10, 2014, as instrument number 2014-0054832, attached as Exhibit A to this First Amendment and Assignment; and
- B. WHEREAS, Sherrill Ann Schoepe passed away on April 17, 2020 and Sandra S. Wetzler was designated as Successor Trustee for the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended; and
- C. WHEREAS, Assignor and Assignee entered into that certain standard Offer, Agreement and Escrow instructions for purchase of Real Estate and Assumption with Addendum ("PSA") and Joint Escrow Instructions, dated \_\_\_\_\_\_ March 15, 2021 ("Purchase Agreement"), for the purchase and sale of certain real property known as, and referred to in the Agreement as Shadow Run Ranch (hereinafter the "Ranch"); and
- D. WHEREAS, this First Amendment and Assignment will take effect only upon (1) the signature of all Parties on this First Amendment and Assignment: (2)the close of escrow

1377692.1 1 of 5

Yuima	Initial	
Assignee	Initial	
Assignor	Initial	

for the PSA, set for <u>August 4, 2021</u> ("Effective Date"<sup>1</sup>), and shall be of no further effect in the event that either precondition does not occur; and

- E. WHEREAS, this First Amendment and Assignment is being made pursuant to the determination of the Parties to amend the terms of the Agreement, and as between Assignor and Assignee, is made per the terms of the PSA for the purpose of assigning to Assignee all of Assignor's right, title, interest and obligations set forth in the Agreement, together with all supplements, amendments, and modifications thereto approved<sup>2</sup>; and
- F. WHEREAS, Yuima is willing to consent to the Assignment and Assumption per the term and conditions identified herein, and the Assignee is willing to assume and abide by all terms and conditions of the Agreement as amended by this First Amendment; and
- G. WHEREAS, upon the Effective Date and Assignor's signature of this First Amendment and Assignment, Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, is hereby released from all terms, obligations, conditions, and provisions of the Agreement; and
- H. WHEREAS, the Parties agree herein to: (a) correct the Land and Well Description in the Agreement to reflect that PV-4 and PV-5 are no longer active Yuima wells; (2) that Yuima constructed PV3R in 2014; (3) that the referenced tank in the Agreement has a capacity of 210,000 gallons, not 212,000 gallons, and (4) to make any additional revisions to the Agreement as identified herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor, as of the Effective Date, hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignor also assigns to Assignee and Assignee assumes all of the rights, obligations, and liabilities, including the balance of the Capital Improvements owed, (whether known, unknown, matured or unmatured, contingent or absolute) of Assignor under the Agreement.

1377692.1 2 of 5

Should the close of escrow occur on a date other than August 4, 2021, then the date when the closing actually occurs shall be the Effective Date for purposes of this Agreement.

The Parties understand and agree that the PSA is a private agreement between Assignor and Assignee and in no way binds Yuima to any term thereof absent Yuima's express agreement to be so bound.

- 2. Assignee hereby assumes the Agreement and consents to the Assignment thereof. Assignee agrees to be bound by and to perform each and every one of Assignor's obligations in accordance with the terms and conditions contained in the Agreement as amended. Assignee also unconditionally assumes all the rights, obligations, and liabilities (whether known, unknown, matured or unmatured, contingent or absolute) of Assignor under the Agreement as amended, as if Assignee were the original party to the Agreement in lieu of Assignor.
- 3. The Parties hereby consent to the assignment and assumption of the Agreement as of the Effective Date and the occurrence of all conditions associated therewith, and recognize Assignee as the Assignor's successor in interest in and to the Agreement as provided in this Assignment.
- 4. The Parties each shall take such additional measures and execute such additional documents, if any, reasonably required to give full effect to this Assignment.
- 5. No further amendment or modification of this First Amendment and Assignment shall be effective unless made in writing and signed by all of the parties hereto.
- 6. This First Amendment and Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 7. This First Amendment and Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.
- 8. This Assignment shall be governed by, interpreted under, and construed in accordance with the laws of the State of California and all Parties to this Agreement agree that the terms herein shall be enforceable by any party hereto, against any other party hereto, in the Superior Court for the County of San Diego, and Assignee specifically covenants not to raise sovereign immunity or lack of jurisdiction in state court as a defense to enforcement of this First Amendment and Assignment or of the Agreement.
- 9. <u>Land and Well Description</u>: Assignee, upon the Effective Date, leases to Yuima certain wells sites on Assessor's Parcel 130-040-18 designated as PV-2, PV-3 and PV3R (hereinafter the "Wells") having a collective capacity of approximately 100 gallons per minute and including the 210,000 gallon tank (hereinafter the "Tank") and all necessary pumps, motors, casing, valves, piping and other appurtenances necessary for the production of groundwater, together with the real property surrounding said Wells and described in Exhibit "A" to the Agreement.

1377692.1 3 of 5

	10.	Termination: Section 3.2 of the Agreement is modified to add section 3.2 (e),
which	shall rea	d "Upon Yuima or Assignee providing six months' notice of termination to the
other I	Party."	

11. Payments and Notices: All notices, payments and demands shall be sent to Yuima and Assignee at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be delivered in person, or sent by registered mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the following:

Pauma-Yuima Luiseno Band of Mission Indians P.O. Box 369 Pauma Valley, CA 92061-0369

Yuima Municipal Water District C/O Amy Reeh, General Manager P.O. Box 177 Pauma Valley, CA 92061-0177

Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect, and such terms, conditions, and provisions are incorporated herein by reference.

IN WITNESS WHEREOF the parties have executed this Assignment as of the date first set forth above.

YUIMA MUNICIPAL WATER DISTRICT
Roland Simpson, President

1377692.1 4 of 5

	ASSIGNEE: Pauma-Yuima Band of Luiseno
N	Aission Indians
Е	Sy:
	Temet Aguilar
	ASSIGNOR: Sandra S. Wetzler, as successor
	rustee of the Sherrill Ann Schoepe
	Revocable Trust dated August 12, 1982, as
9	mended
S	andra S. Wetzler, Successor Trustee

1377692.1 5 of 5

#### **RECORDING REQUESTED BY:**

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

#### AND WHEN RECORDED MAIL TO:

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

#### ASSIGNMENT AND ASSUMPTION TO AGREEMENT FOR CONVEYANCE OF POTABLE WATER

This Assignment and Assumption to Agreement for Conveyance of Potable Water ("Assignment") is entered into as of June 29, 2021, between Yuima Municipal Water District ("Yuima"), Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, L.P. ("Supplier Assignor"), Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, L.P. ("Recipient Assignor"), Pauma-Yuima Band of Luiseno Mission Indians ("Supplier Assignee"), and Pauma-Yuima Band of Luiseno Mission Indians ("Recipient Assignee") (sometimes referred to collectively as the "Parties") in view of the following facts:

#### **RECITALS**

- A. WHEREAS, Sherrill Ann Schoepe passed away on April 17, 2020 and Sandra S. Wetzler was designated as Successor Trustee for the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended; and
- B. WHEREAS, Yuima, Sandra S. Wetzler, as successor Trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, LP, and Sandra S. Wetzler, as successor Trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, LP entered into an Agreement for Conveyance of Potable Water ("Agreement") on June 15, 2020; and
- C. WHEREAS, Supplier and Recipient Assignor and Supplier and Recipient Assignee have entered into that certain standard offer, Agreement and Escrow instructions for purchase of Real Estate and Assumption and Addendum ("PSA") Sale and Joint Escrow Instructions, dated March 15, 2021 ("Purchase Agreement"), for the purchase and sale of certain real property known as, and referred to in the Agreement as APN 130-040-18 or Well Site (hereinafter the "Well Site") and APN 130-060-12 or 15265 Highway 76, Pauma Valley, CA 92061, which property is presently improved with a structure leased for restaurant uses (the "Restaurant Site"); and

Yuima Initial\_\_\_\_\_ Assignee Initial\_\_\_\_\_ Assignor Initial

1 of 4

- D. WHEREAS, this Assignment will take effect upon the close of escrow for the PSA, set for August 4, 2021 ("Effective Date"); and
- E. WHEREAS, this Assignment is being made pursuant to the terms of the PSA for the purpose of assigning to Supplier and Recipient Assignee all of Supplier and Recipient Assignor's right, title, interest and obligations set forth in the Agreement, together with all supplements, amendments, and modifications thereto approved; and
- F. WHEREAS, Yuima is willing to consent to the Assignment and Assumption and the Supplier and Recipient Assignee is willing to assume the Agreement under the terms and conditions set forth in this Assignment and the underlying Agreement; and
- G. WHEREAS, Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, is hereby released from all terms, obligations, conditions, and provisions of the Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Supplier and Recipient Assignor hereby assigns, transfers, and conveys to Supplier and Recipient Assignee all of Supplier and Recipient Assignor's right, title, and interest in and to the Agreement. Supplier and Recipient Assignor also assigns to Supplier and Recipient Assignee and Supplier and Recipient Assignee assumes all of the rights, obligations, and liabilities (whether known, unknown, matured or unmatured, contingent or absolute) of Supplier and Recipient Assignor under the Agreement.
- 2. Supplier and Recipient Assignee hereby assumes the Agreement and consents to the Assignment thereof. Supplier and Recipient Assignee agrees to be bound by and to perform each and every one of Supplier and Recipient Assignor's obligations in accordance with the terms and conditions contained in the Agreement. Supplier and Recipient Assignee also unconditionally assumes all the rights, obligations, and liabilities (whether known, unknown, matured or unmatured, contingent or absolute) of Supplier and Recipient Assignor under the Agreement, as if Supplier and Recipient Assignee were the original party to the Agreement in lieu of Supplier and Recipient Assignor.
- 3. Supplier and Recipient Assignor, Yuima, and Supplier and Recipient Assignee hereby consent to the assignment and assumption of the Agreement and recognize Supplier and Recipient Assignee as the Supplier and Recipient Assignor's successor in interest in and to the Agreement as provided in this Assignment.

Yuima Initial	
Assignee Initial_	
Assignor Initial	

- 4. Supplier and Recipient Assignor, Yuima, and Supplier and Recipient Assignee each shall take such additional measures and execute such additional documents, if any, reasonably required to give full effect to this Assignment.
- 5. No amendment or modification of this Assignment shall be effective unless made in writing and signed by all of the parties hereto.
- 6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 7. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.
- 8. In the event of the bringing of any action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing Party shall be entitled to have and recover of and from the other Party all costs and expenses of the action or suit, including reasonable attorneys' fees.
- 9. This Assignment shall be governed by, interpreted under, and construed in accordance with the laws of the State of California.

NOW THEREFORE, the Parties agree that the Agreement shall be further modified as follows:

1. <u>Payments and Notices:</u> All notices, payments and demands shall be sent to the Parties hereto at the addresses herein recited or to such addresses as the Parties may hereafter designate in writing. Notices and demands shall be delivered in person, or sent by registered mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the following:

Pauma-Yuima Luiseno Band of Mission Indians P.O. Box 369 Pauma Valley, CA 92061-0369

Yuima Municipal Water District C/O Amy Reeh, General Manager P.O. Box 177 Pauma Valley, CA 92061-0177

Yuima Initial	
Assignee Initial_	
Assignor Initial	

2.	Except as specifically modified herein, all of the Agreement shall remain in full force and effect provisions are incorporated herein by referen	t, and such terms, conditions, and
	[Remainder of page intentionally left b	lank; signature page follows]
IN WIT above.	TNESS WHEREOF the parties have executed this	s Assignment as of the date first set forth
	Y	UIMA MUNICIPAL WATER DISTRICT
	R	coland Simpson, President
		SSIGNEE: Pauma-Yuima Band of Luiseno Mission Indians
	В	y: Temet Aguilar
	ti R	SSIGNOR: Sandra S. Wetzler, as successor rustee of the Sherrill Ann Schoepe levocable Trust dated August 12, 1982, as mended
1308312.1		andra S. Wetzler, Successor Trustee



May 28, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Second Amendment to the Agreement between the San Diego County

Water Authority, Valley Center Municipal Water District and Yuima

**Municipal Water District.** 

#### **BACKGROUND**

The District entered into the original agreement on November 20, 2018 and signed the First Amendment to this agreement on June 25, 2020. The original agreement provided for on Emergency Storage Project Flow Control Facility capable of pumping 8cfs to be constructed between the Forebay pumping station and the District's McNally tanks.

This agreement amends the original plan to construct 2 flow control facilities, each capable of pumping 4cfs. The second facility would be built directly adjacent to our McNally tank site.

#### RECOMMENDATION

That should the Board agree, they approve the amendment as presented.

amy Red

Amy Reeh

**General Manager** 

## Second Amendment to Agreement

Center Municipal Water District, and The Yu Design of the Emergency Storage Project Imp	the San Diego County Water Authority, The Valley ima Municipal Water District for Funding the provements in Valley Center and Yuima Municipal arties on November 20, 2018 (Agreement), and ffective, 2021.		
The Agreement is amended as follows:			
· · · · · · · · · · · · · · · · · · ·	Vater District Infrastructure Improvements, is vements, as shown on Exhibit B- 2 attached hereto.		
All other terms, covenants, and condit remain in full force and effect and shall be ap	ion in the original Agreement as amended shall plicable to this amendment.		
The individuals executing this amendment to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which shall be deemed to be an original when executed, and all of which taken together shall constitute one and the same instrument.			
IN WITNESS WHEREOF, the paragreement as of the date written above.	rties have executed this Second Amendment to		
San Diego County Water Authority	Approved as to form:		
By:  Jerry Reed  Director of Engineering	By:Anna Brathwaite Assistant General Counsel		
Valley Center Municipal Water District	Approved as to form:		
By: Gary Arant General Manager	By:Paula C.P. de Sousa Mills General Counsel		
Yuima Municipal Water District	Approved as to form:		
By:	By:		
General Manager	General Counsel		

#### Exhibit B-2

## **Valley Center Municipal Water District Infrastructure Improvements**

1. Delete table in its entirety, and replace with the following:

### **Description**

### San Gabriel Pump Station Upgrades

Design and construct modifications to the existing San Gabriel Pump Station to convey 11.2 cfs of allocated YMWD and VCMWD ESP water deliveries, inclusive of appropriate controls, metering, and instrumentation. Design and construct modifications to deliver up to 4.0 cfs to YMWD with the remainder to VCMWD.

### Lilac Pipeline

Design and construct a supply pipeline from the San Gabriel Pump Station to the existing YMWD aqueduct supply pipeline. Replace and upsize approximately 2,200 feet of the existing 8-inch pipeline with 12-inch diameter pipe, including necessary appurtenances and connections. Terminate the pipeline at the Calle De Halcones Flow Control Facility.

#### **Calle De Halcones Flow Control Facility**

Design and construct a flow control facility to regulate and measure up to 4.0 cfs from the pipeline in Lilac to YMWD's main transmission line. Locate the facility at the intersection of Calle De Halcones and Lilac Road.

#### **Lilac Pala Pump Station Improvements**

Design and construct pump station improvements required for ESP water deliveries including appropriate controls, and instrumentation.

#### **Muutama Lane Pipeline**

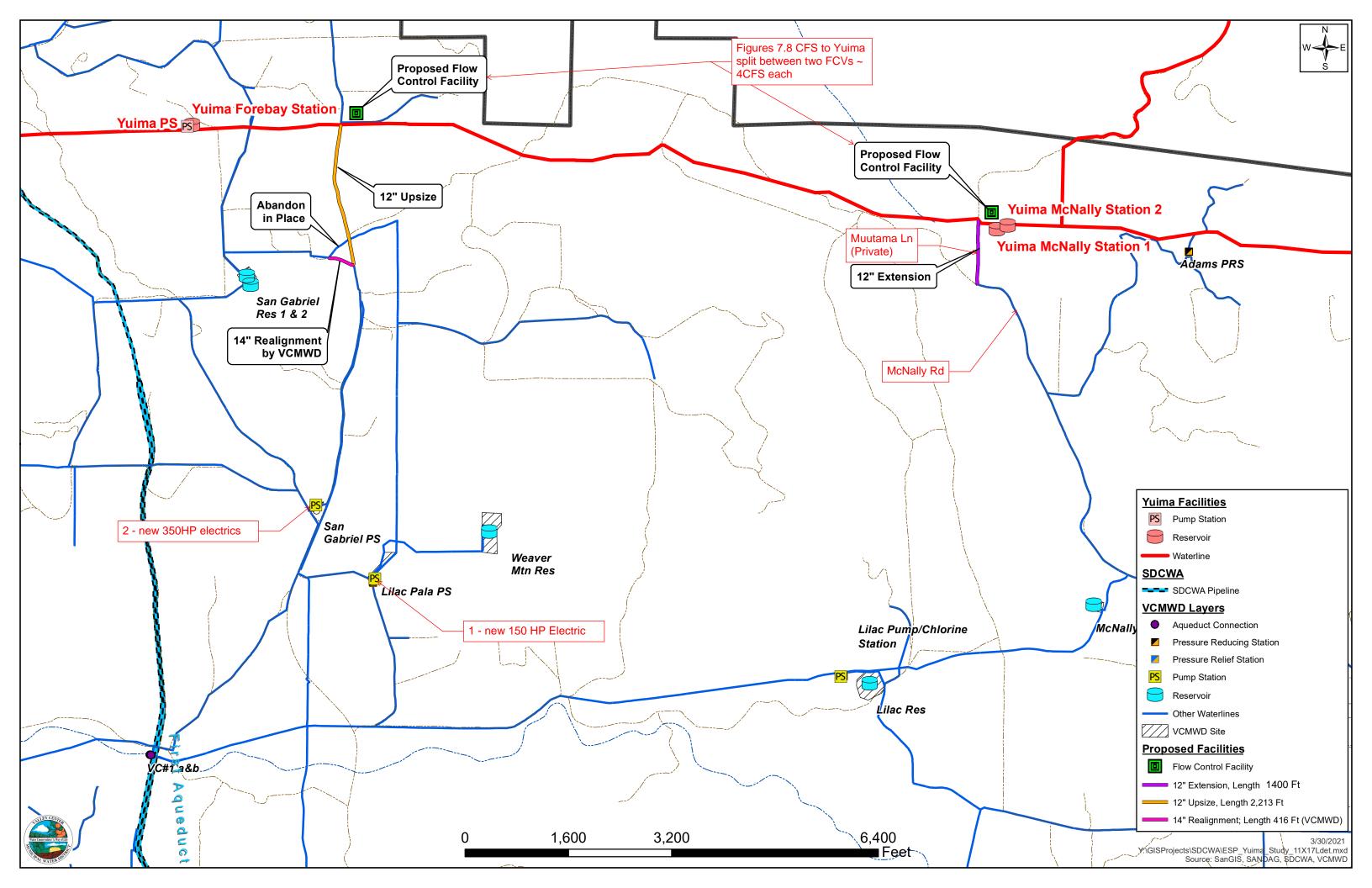
Design and construct a pipeline in Muutama Lane to convey up to 4.0 cfs from VCMWD's existing infrastructure to the YMWD McNally Flow Control Facility.

## YMWD McNally Flow Control Facility

Design and construct the YMWD McNally Flow Control Facility to convey up to 4.0 cfs from the Muutama Lane Pipeline to YMWD's McNally reservoirs. Locate the facility adjacent to YMWD's McNally reservoirs.

## Management, Design, Permitting, and Construction Administration

Includes the cost to administer and manage the design and construction of the VCMWD infrastructure improvements.



<b>RESOL</b>	.UTION	NO.		

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUIMA MUNICIPAL WATER DISTRICT

## CONCURRING IN NOMINATION TO THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION (SDLAFCO) ALTERNATE SPECIAL DISTRICT MEMBER

**WHEREAS**, the Yuima Municipal Water District is a member district of the San Diego Local Agency Formation Commission, and

**WHEREAS,** the Bylaws of the San Diego LAFCO provide that in order for a nomination to be made to LAFCO Special District, three member districts must concur with the nominating district, and

**WHEREAS,** another SDLAFCO member district, the Rincon del Diablo Municipal Water District has requested that the district concur in its nomination of its member of the SDLAFCO Alternate Special District Member;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the YUIMA MUNICIPAL WATER DISTRICT that this District concur with the nomination of David A. Drake of Rincon del Diablo Municipal Water District to San Diego Local Agency Formation Commission (SDLAFCO) Alternate Special District.

**PASSED AND ADOPTED** at a regular adjourned meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held Monday, June 28, 2021, by the following roll call vote:

AYES: NOES: ABSTAIN: ABSENT:	
	Roland Simpson, President Yuima Municipal Water District
ATTEST:	
Don Broomell, Secretary Yuima Municipal Water District	



## BOARD OF DIRECTORS

David A. Drake President

Dr. Gregory M. Quist Vice President

James B. Murtland Treasurer

Inki K. Welch Director

Ronald E. Naves, Jr. Director

#### STAFF

Clint R. Baze General Manager

Wanda J. Cassidy Clerk of the Board

#### **GENERAL COUNSEL**

Nossaman LLC

#### CONTACT

1920 North Iris Lane Escondido, CA 92026

760.745.5522 Telephone

760.745.4235 Facsimile

Rinconwater.org
Website

#### **OUR VALUES**

- Resource Stewardship
- Integrity
- Continuous Improvement
- Proud to serve the Greater Escondido Valley since 1954

June 4, 2021

To: All Independent Special Districts in San Diego County

On March 23, 2021, the Rincon del Diablo Municipal Water District Board of Directors unanimously nominated and recommended David A. Drake for the San Diego Local Agency Formation Commission (SDLAFCO) Alternate Special District Member position.

You should have received the San Diego LAFCO Special District Ballot Form/Election to Alternate Special District Member on LAFCO Commission, which provides the details and due date to vote for the Alternate Special District Member position.

This letter follows the candidates' forum held on May 20<sup>th</sup> at the San Diego Chapter of California Special Districts Association's Quarterly Dinner, which allowed statements by the candidates.

As a long-time resident of San Diego County, Mr. Drake has been involved in civic and local matters for many years. Mr. Drake has served as the Rincon del Diablo Municipal Water District's Director for Division II since 2006 and is the current President of the Board. He has represented Rincon Water on the ACWA/JPIA Board of Directors since 2006 and currently serves on the JPIA Executive Committee and the Workers Compensations Committee. David is also a founding member of the California Water Insurance Fund. Mr. Drake's past public service includes Past Chair of the City of Escondido Planning Commission, a member of the City of Escondido's Franchise Commission and of the General Plan Committee, and a City of Escondido representative on the San Diego County Water Authority for nine years.

I would welcome your support and vote for David Drake, as he is well qualified for the position. He understands the role of special districts and LAFCO, and would ensure all special district interests are understood, communicated, and protected.

Thank you for your consideration and support.

Please let me know if you have any questions or need any further information.

Truly Yours,

Clint R. Baze General Manager

Clin Baze

Dear Special District Members,

LAFCO provides a critical function for the management of public services in San Diego County. The Special Districts in the County have a unique and compelling mission to provide those services for the benefit of our citizens. The boundary and service issues we face today require close attention to detail and a broad scope view of the mission.

My experience with the Rincon del Diablo Municipal Water District, having been a member of the Board of Directors since 2006, has been an excellent platform for understanding the complexities and achievements of public service. I am currently the President of the Board of Directors and also have served as Vice President and Treasurer. My public service also includes chairing the Escondido Planning Commission and serving as an Executive Committee member of the Association of California Water Agencies Joint Powers Insurance Authority. Previously, I represented the City of Escondido on the Board of Directors of the San Diego County Water Authority for nine years. I didn't just learn about public service, I have lived it for 30 years.

LAFCO is a key part of the dynamic management of our service domain. The County's environment is under continuous change, and we must understand these changes and respond to them with effective solutions. My commitment to you is honesty, integrity, and hard work in order to assure that all of our agencies are treated with equity and fairness.

I seek your support and ask for your vote for the Alternate Special Districts Member on the Local Agency Formation Commission.

Sincerely,

David A. Drake

President, Board of Directors

Davil a. Duh

Rincon del Diablo Municipal Water District

ddrake@rinconwater.org

# David A. Drake Qualifications for Alternate Special Districts Member of the Local Agency Formation Commission (LAFCO)

#### **Current Responsibilities**

Mr. Drake has served the Rincon del Diablo MWD (Rincon Water) ratepayers since 2006 as the Director for Division II. He currently serves and previously served from 2014-2016 as the President of the Board for Rincon Water, and is also a member of Sewer Committee and the Engineering and Long-Range Planning Committee, in addition to previously serving on the Audit Committee.

Director Drake has represented Rincon Water to the ACWA/JPIA since 2006, and currently serves on the JPIA Executive Committee and the Workers Compensation Committee. As an Executive Committee member, he has championed more detailed analysis and reconciliation of large health care invoices, thereby avoiding unnecessary expenses. In addition, he has submitted improvements for the Liability Program's application process and has promoted the development of an "early warning system" for districts at risk. Director Drake is also a founding member of the California Water Insurance Fund.

#### **Past Service**

- As a member of the Rincon Water Ad Hoc Committee, assisted in the negotiations for adjusting health care coverage, and reducing overall District costs, for current and retired Rincon employees
- Past Chair of the City of Escondido Planning Commission
- Served on the City of Escondido's Franchise Commission and General Plan Committee
- Represented the City of Escondido to the San Diego County Water Authority for nine years, wherein he served on the SDCWA Engineering and Administrative/Finance Committees
- Served as the San Diego FBI InfraGard President during 2004-2006

#### **Employment**

Currently, Co-Founder and Chief Innovation Officer of SmartCover Systems in Escondido focusing on water system risk and cost reduction. In February 2021, SmartCover Systems will be celebrating sixteen years of service to the water and wastewater industries. During this time SmartCover Systems purchased over \$300,000 in commercial insurance.

- Pointsource Technologies, Inc. Vice President of Engineering 2001-2005
- SAIC Internet Services Architect 1997-2001
- Mitchell International Vice President and Chief Information Officer 1993-1997
- Digital Equipment Corporation San Diego Software Unit Manager 1985-1993
- Oak Industries Manager of Engineering 1979-1985
- Caltech/NASA Jet Propulsion Laboratory Member of the Technical Staff 1974-1979

#### **Education and Recognition**

- BS in Engineering, Caltech 1974, MSEE University of Southern California 2017
- Holds fourteen U.S. and five foreign patents
- Named by Water and Waste Digest as 2020 Industry Icon
- Member of the AWWA, AAAS, and Life Member of the IEEE
- Extra Class Radio Amateur AC6OA
- Graduate of the FBI and Justice Department Citizens Academy
- Mr. Drake has lived in Escondido since 1979 and has been married to Virginia for 37 years

#### Statement

LAFCO provides a critical function for the management of public services in San Diego County. The Special Districts in the County have a unique and compelling mission to provide those services for the benefit of our citizens. The boundary and service issues we face require close attention to detail and a broad scope view of the mission. My commitment to you is to serve with honesty, integrity, and hard work to assure that all constituents are treated with equity and fairness.

#### **RECORDING REQUESTED BY:**

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

#### AND WHEN RECORDED MAIL TO:

Yuima Municipal Water District P.O. Box 177 Pauma Valley, CA 92061-0177

#### ASSIGNMENT AND ASSUMPTION TO AGREEMENT FOR CONVEYANCE OF POTABLE WATER

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#### **RECITALS**

- A. WHEREAS, Sherrill Ann Schoepe passed away on April 17, 2020 and Sandra S. Wetzler was designated as Successor Trustee for the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended; and
- B. WHEREAS, Yuima, Sandra S. Wetzler, as successor Trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, LP, and Sandra S. Wetzler, as successor Trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, as successor in interest to Schoepe Enterprises, LP entered into an Agreement for Conveyance of Potable Water ("Agreement") on June 15, 2020; and
- C. WHEREAS, Supplier and Recipient Assignor and Supplier and Recipient Assignee have entered into that certain standard offer, Agreement and Escrow instructions for purchase of Real Estate and Assumption and Addendum ("PSA") Sale and Joint Escrow Instructions, dated March 15, 2021 ("Purchase Agreement"), for the purchase and sale of certain real property known as, and referred to in the Agreement as APN 130-040-18 or Well Site (hereinafter the "Well Site") and APN 130-060-12 or 15265 Highway 76, Pauma Valley, CA 92061, which property is presently improved with a structure leased for restaurant uses (the "Restaurant Site"); and

Yuima Initial\_\_\_\_ Assignee Initial\_\_\_\_ Assignor Initial

1 of 4

- D. WHEREAS, this Assignment will take effect upon the close of escrow for the PSA, set for August 4, 2021 ("Effective Date"); and
- E. WHEREAS, this Assignment is being made pursuant to the terms of the PSA for the purpose of assigning to Supplier and Recipient Assignee all of Supplier and Recipient Assignor's right, title, interest and obligations set forth in the Agreement, together with all supplements, amendments, and modifications thereto approved; and
- F. WHEREAS, Yuima is willing to consent to the Assignment and Assumption and the Supplier and Recipient Assignee is willing to assume the Agreement under the terms and conditions set forth in this Assignment and the underlying Agreement; and
- G. WHEREAS, Sandra S. Wetzler, as successor trustee of the Sherrill Ann Schoepe Revocable Trust dated August 12, 1982, as amended, is hereby released from all terms, obligations, conditions, and provisions of the Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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- 3. Supplier and Recipient Assignor, Yuima, and Supplier and Recipient Assignee hereby consent to the assignment and assumption of the Agreement and recognize Supplier and Recipient Assignee as the Supplier and Recipient Assignor's successor in interest in and to the Agreement as provided in this Assignment.

Yuima Initial	
Assignee Initial_	
Assignor Initial	

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- 7. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.
- 8. In the event of the bringing of any action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing Party shall be entitled to have and recover of and from the other Party all costs and expenses of the action or suit, including reasonable attorneys' fees.
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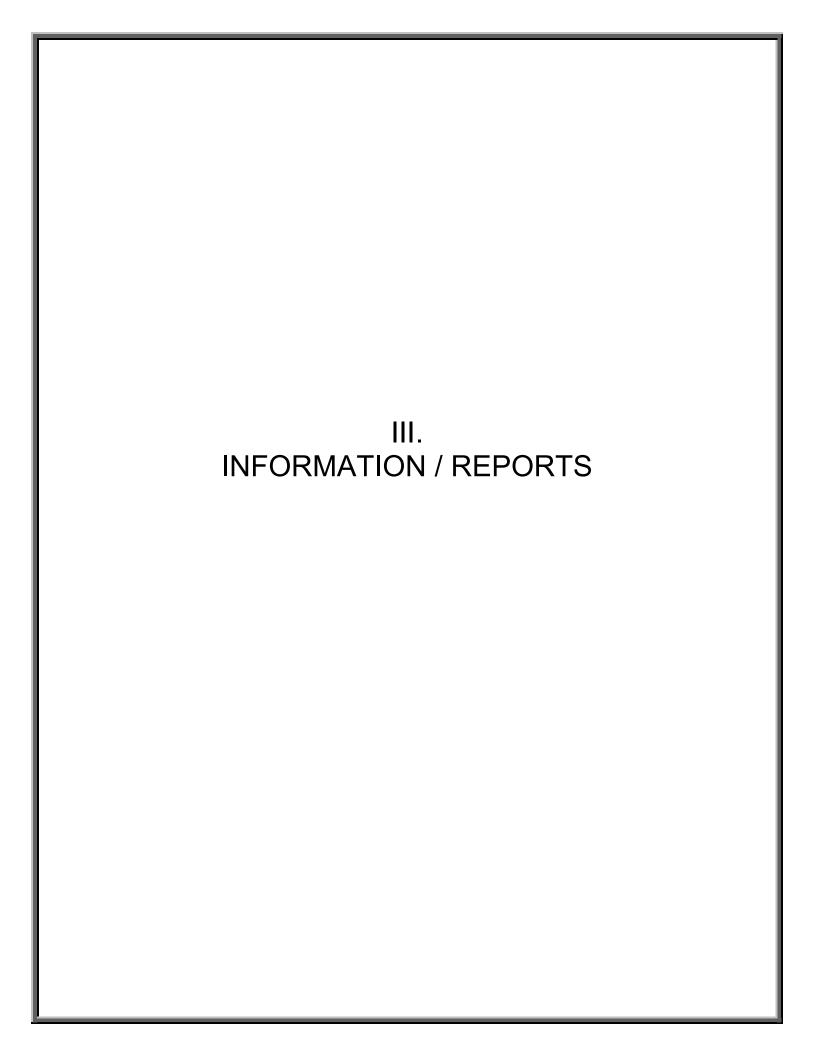
NOW THEREFORE, the Parties agree that the Agreement shall be further modified as follows:

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Pauma-Yuima Luiseno Band of Mission Indians P.O. Box 369 Pauma Valley, CA 92061-0369

Yuima Municipal Water District C/O Amy Reeh, General Manager P.O. Box 177 Pauma Valley, CA 92061-0177

Yuima Initial	
Assignee Initial_	
Assignor Initial	



#### Yuima Municipal Water District - Production/Consumption Report

	Tallila Wallicipal W					
YUIMA GENERAL DISTRICT			FISC			NDAR
Produced and Purchased Water	May-21	Apr-21	2020-21	2019-20	2021	2020
11-1590 IDA	0.0	0.0	63.1	0.3	42.8	20.3
10-1009 SDCWA	448.5	326.0	4909.0	4684.7	1185.8	
10-1001 SCHOEPE	7.8	16.0	117.4	109.1	53.7	
Total Produced and Purchased	456.3	342.0	5089.5	4794.0	1282.3	5228.8
Consumption						
CUSTOMERS GENERAL DISTRICT	221.9	184.2	2309.2	2325.5	689.2	2380.1
10-2100 TAP 1	85.3	49.2	926.5	1062.0	203.3	1025.9
590 minus 20-2008 TAP 2	89.4	38.7	1008.3	764.3	165.4	984.9
<sup>10-1200</sup> TAP 3	77.8	74.0	735.4	678.6	235.6	737.4
Total Consumption - Yuima	474.4	346.1	4979.3	4830.5	1293.4	5128.3
Storage Level Changes	4.3	0.8	-0.5	3.5	5.6	-2.9
Slippage - Acre Feet	-13.8	-3.3	109.7	-33.0	-5.5	97.6
Slippage %	-3.0	-1.0	2.2	-0.7	-0.4	1.9
IMPROVEMENT DISTRICT "A"						
Produced Strub Zone Wells						
<sup>20-2012</sup> RIVER WELL 12	21.1	19.5	181.4	172.1	73.6	198.8
20-2091 RIVER WELL 19A	47.5	47.5	413.8	389.5	175.0	396.1
20-2020 RIVER WELL 20A	2.7	34.8	223.6	285.2	79.0	296.4
20-2025 RIVER WELL 25	29.0	28.0	268.9	241.2	113.4	288.5
<sup>20-2022</sup> FAN WELL 22	20.4	19.9	162.5	190.5	76.0	170.2
Total Produced Strub Zone Wells	120.7	149.7	1250.2	1278.5	517.0	1350.0
Produced Fan Wells						
<sup>20-2007</sup> WELL 7A	0.1	0.3	1.4	26.4	0.5	1.1
<sup>20-2000</sup> WELL 10	0.0	0.1	2.9	6.3	0.1	2.8
<sup>20-2014</sup> WELL 14	30.2	26.0	226.0	186.9	78.4	218.5
<sup>20-2017</sup> WELL 17	15.1	12.4	124.6	48.0	40.5	107.0
<sup>20-2018</sup> WELL 18	0.0	0.0	26.1	52.1	0.0	32.7
<sup>20-2023</sup> WELL 23	5.6	3.9	42.4	40.7	13.6	43.7
<sup>20-2024</sup> WELL 24	11.7	9.3	87.2	84.5	27.7	91.3
<sup>20-2029</sup> WELL 29	12.7	7.5	91.5	82.3	24.1	81.3
20-20410-500 HORIZONTAL WELLS	10.7	10.0	114.7	202.9	54.4	158.6
Code K Usage WELL USE AGREEMENTS ("K")	21.4	20.3	205.8	193.9	76.6	217.8
Total Produced Fan Wells	107.5	89.8	922.6	923.8	315.8	954.9
Total Produced Strub and Fan Wells	228.2	239.5	2172.8	2202.3	832.8	2304.9
Purchased Water						
10-2100 TAP 1	85.3	49.2	926.5	1062.0	203.3	
590 minus 20-2008 TAP 2	89.4	38.7	1008.3	764.3	165.4	
10-1200 TAP 3	77.8	74.0	735.4	678.6	235.6	
Total Purchased Water	252.5	161.9	2670.1	2505.0	604.2	
Total Produced and Purchased	480.7	401.4	4842.9	4707.3	1437.1	5053.1
Consumption	456.3	305.0	4633.0	4401.0	1211.6	4017 /
CUSTOMERS IDA	456.3	385.0	4623.0	4401.8	1311.6	
Interdepartmental to Y	0.0	0.0	56.5	0.7	42.8	
Total Consumption - IDA	456.3	385.0	4679.4	4402.5	1354.3	
Storage Level Changes	3.1	1.2	2.8	2.0	5.8	
Slippage - Acre Feet Slippage %	27.5 5.7	17.6 4.4	166.3 3.4	306.8 6.5	88.5 6.2	
Combined General District and IDA						
PRODUCED YUIMA	456.3	342.0	5089.5	4794.0	1282.3	5228.8
PRODUCED IDA	228.2	239.5	2172.8	2202.3	832.8	
Total Produced and Purchased	684.5	581.5	7262.3	6996.4	2115.2	
Consumption	678.2	569.2	6932.2	6727.3	2000.8	
Storage Level Changes	7.4	2.0	2.3	5.5	11.4	
	7.4	2.0	۷.5	5.5	11.4	-5.7
Slippage - Acre Feet	13.7	14.3	276.0	273.9	83.0	316.3

#### Notes:

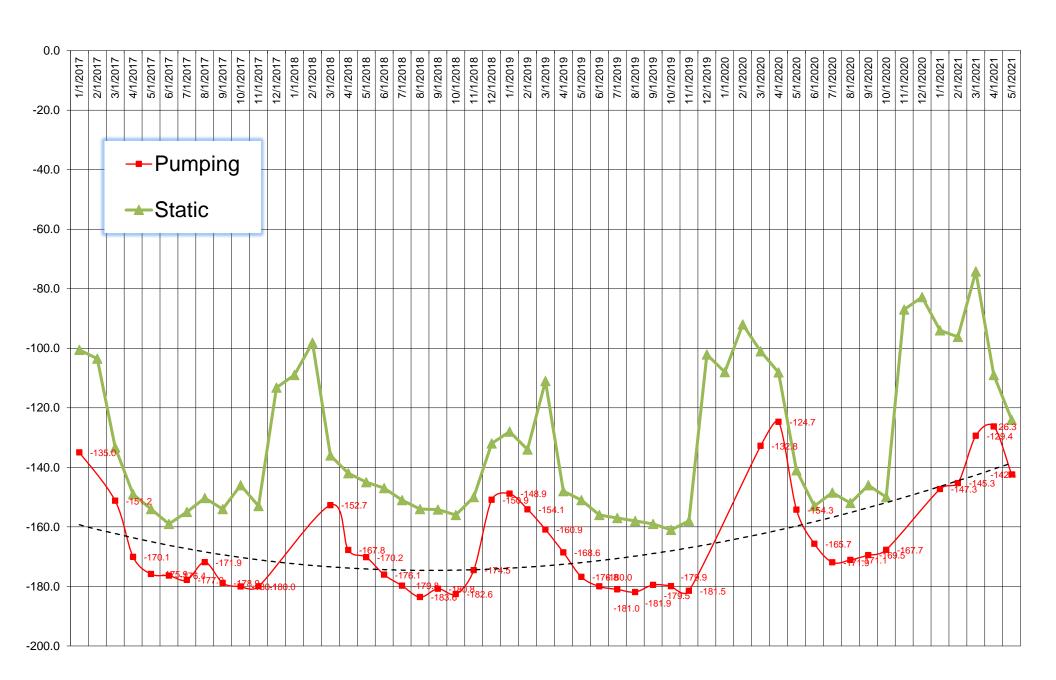
Broken Air Vac Quail & Rincon Ranch

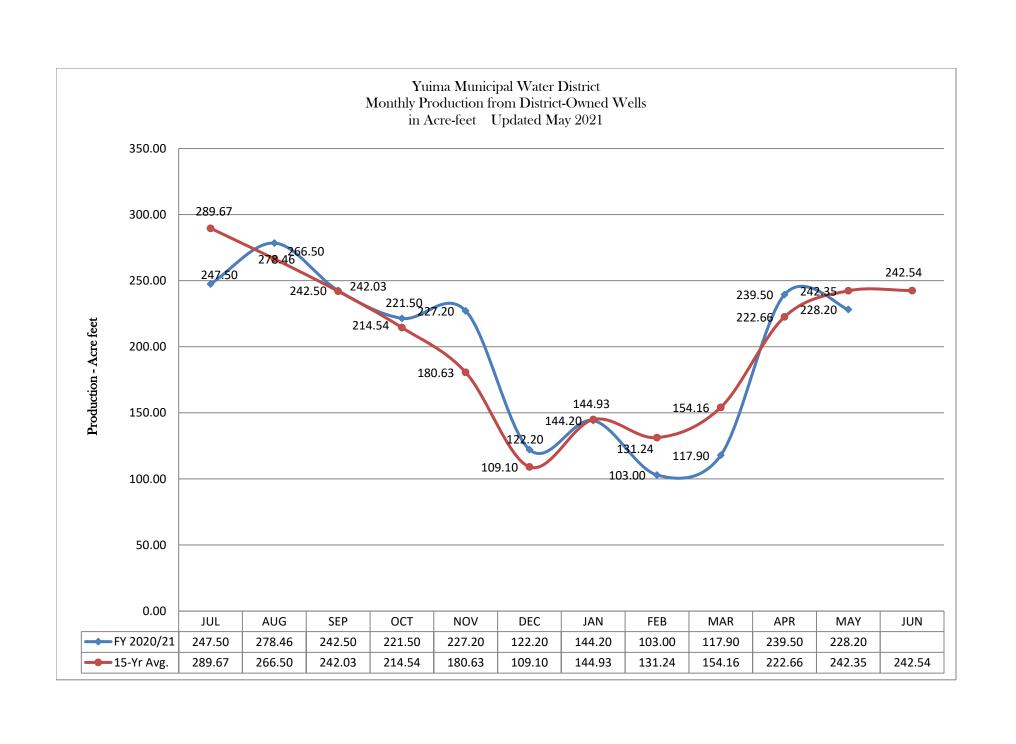
Muff Line Leak

Well 20 Flushing - T Coli

#### Yuima Municipal Water District River Well Static (21A) and Pumping Levels For Yuima Wells No. 12, 19A, 20A and 25

(Increasing Inverse = improving water levels)
Pumping and Static Levels (feet below ground level)
(Updated May 2021) 2017-Current





## YUIMA MUNICIPAL WATER DISTRICT

Well Level Report

				l												l		
		January			February			March			April			May			June	
		2021			2021			2021			2021			2021			2021	
(* static level with surrounding wells off 24 hrs)	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	*Static	Pumping	GPM
	Level	Level		Level	Level		Level	Level		Level	Level		Level	Level		Level	Level	
Monitor Well No. 21A Elev 800' Depth 251'	98				121		110			108				130				
Well No. 12 (River) Elev 800' Depth 207'		95			135	164		128	163		125	165		147.5				
Well No. 19A (River) Elev 800' Depth 215'		120	400		143	300		131	289		128	285		157	275			
Well No. 20A (River) Elev 800' Depth 225'	81				127	285		119	284		116	280		136.8				
Well No 25 (River) Elev 805' Depth 210'		92	280		157	225		144	224		141	220		174.4				
Well No. 3 (Fan) Elev 1220' Depth 547'	297																	
Well No. 7A (Fan) Elev 1240' Depth 554'	236			233			221			217								
Well No. 8 (Fan) Elev 1227' Depth 1000'	323																	
Well No. 9 (Fan) Elev 1252' Depth 436'	238																	
Well No. 10 (Fan) Elev 1210' Depth 405'	199			205			201			198			196					
Well No. 13 (Fan) Elev 1280' Depth 403'	270																	
Well No. 14 (Fan) Elev 1310' Depth 542'	304			304				343	285		341			342				
Well No. 17 (Fan) Elev 1375' Depth 597'	343			342				371			368	142		362	140			
Well No. 18 (Fan) Elev 2380' Depth 1000'	338			298			297			295					180			
Well No 22 (Fan) Elev 997.4' Depth 1100'	198				222	167		224	166		221	165		229	163			
Well No. 23 (Fan) Elev 1587' Depth 963'	132			138			132		123	130		50	132		46			
Well No. 24 (Fan) Elev 1530' Depth 582'	265			263				362			359	78		361	78			
Well No. 29 (Fan) Elev 1314' Depth 450'	293			292			293			290		116		159	103			
Schoepe No. 2 (River) Elev 700' Depth 253'	128			126			128		36	125		35	123		34			
Schoepe No. 3 (River) Elev 700' Depth 265'	134			125														
Schoepe No. 3-R (River) Elev 700' Depth 200'	130			128			131		88	130		85	128		82			
Schoepe No. 4 (River) Elev 700' Depth 185'	118																	
Schoepe No. 5 (River) Elev 700' Depth 1000'	116																	

# YUIMA MUNICIPAL WATER DISTRICT

#### REPORT OF DISTRICT WATER PURCHASED AND PRODUCED

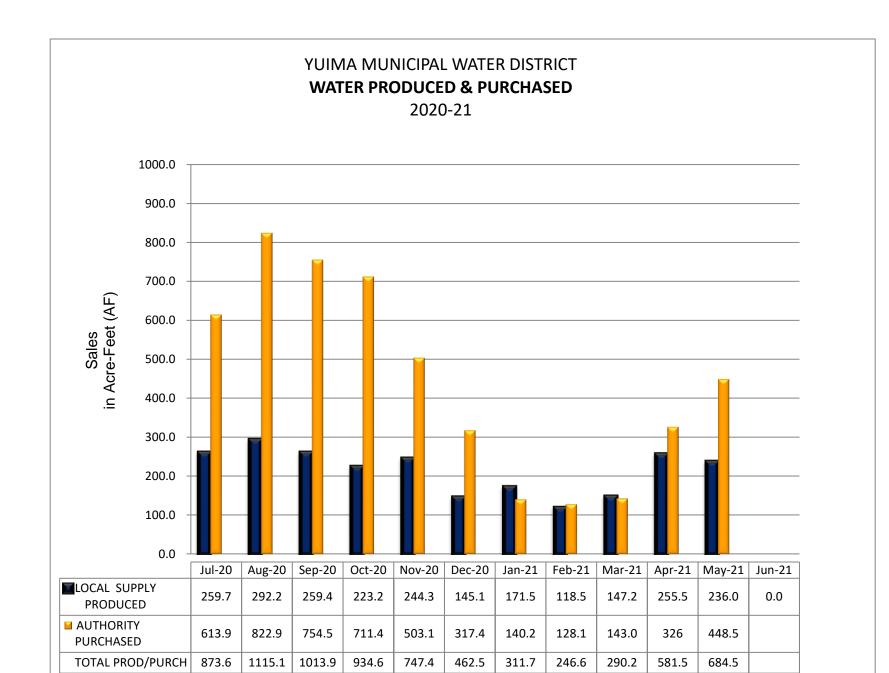
Month Comparative One (1) Year Ago

Fiscal Year to Date Comparatives

LOCAL SUPPLY AUTHORITY TOTAL PRODUCED & PURCHASED	May-21 236.0 448.5 684.5	May-20 166.4 440.4 606.8	%CHANGE 41.8% 1.8% 12.8%	2020/21 2353.3 4909.0 7262.3	2019/20 2014.0 4148.1 6162.1	%CHANGE 16.8% 18.3% 17.9%
CONSUMPTION	678.0	610.2	11.1%	6932.2	5913.7	17.2%
% LOCAL %AUTHORITY	34.5% 65.5%	27.4% 72.6%	7.1% -7.1%	32.4% 67.6%	32.7% 67.3%	-0.3% 0.3%

#### **FISCAL YEAR ENDING JUNE 30 COMPARATIVES**

_	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
LOCAL SUPPLY	2311.7	1688.5	2107.5	2058.1	2334.3	2726.6	3145.7	4199.9	4353.8	3356.5	2858.8	3729.7	2583.6	4060.1
AUTHORITY SUPPLY	4684.7	4819.6	4780.9	4470.6	3621.1	4468.4	4596.1	2149.3	1183.6	1617.7	2521.8	2347.0	3719.8	3573.5
_														
TOTAL PRODUCED & PURCHASED	6996.4	6508.1	6888.4	6528.7	5955.4	7195.0	7744.8	6349.2	5537.4	4974.2	5380.6	6076.7	6303.4	7633.6
_														
CONSUMPTION	6727.3	6351.1	6629.8	6379	5887.8	7175.6	7591.1	6310.3	5486.9	4959.0	5310.8	5909.0	6088.3	7380.5
% LOCAL	33.0%	25.9%	30.6%	31.5%	39.2%	37.9%	40.6%	66.1%	78.6%	67.5%	53.1%	61.4%	41.0%	53.2%
% AUTHORITY	67.0%	74.1%	69.4%	68.5%	60.8%	62.1%	59.4%	33.9%	21.4%	32.5%	46.9%	38.6%	59.0%	46.8%



## RAINFALL RECORD 2020/2021 YUIMA SHOP

JAN.

FEB.

MARCH

**APRIL** 

MAY

JUNE

DEC.

Location: 34928 Valley Center Road, Pauma Valley @ 1050' elevation SEPT.

OCT.

AUGUST

1									0.00				1
3									0.62				ł
3													1
4													1
5					0.00								ł
9					0.03								
7					0.59								
8					0.90				0.05				
9									0.38				
10													
11													
12								0.06					1
13										0.01			1
14										0.01			
15									0.12				
16									0.01		0.05		
17											0.01		
18											0.04		
19													
20													
21							0.01						1
22							0.06			0.31			1
23							0.63		0.06	0.05			1
24									0.01				1
25				0.07			0.14		0.30				
26										0.12			
27													
28						0.79				0.01			
29							0.25						
30													
31													TOTAL YEAR
TOTALS	0.00	0.00	0.00	0.07	1.52	0.79	1.09	0.06	1.55	0.51	0.10	0.00	5.69
1987/88 (B)	0.00	0.00	0.00	2.60	4.17	1.20	2.97	2.23	0.97	6.95	0.40	0.00	21.49
1988/89 (B)	0.00	1.25	0.00	0.00	1.36	4.78	1.38	3.25	0.60	0.25	0.43	0.00	13.30
1989/90 (B)	0.00	0.00	1.03	0.50	0.00	0.55	4.45	2.65	0.92	3.22	0.95	1.10	15.37
1990/91	0.32	0.93	0.00	0.16	0.83	0.85	1.30	2.60	13.10	0.20	0.00	0.00	20.29
1991/92	0.70	0.00	0.40	0.85	0.30	1.90	3.25	5.60	5.30	0.15	0.50	0.00	18.95
1992/93	0.00	1.75	0.00	1.55	0.00	5.10	17.25	8.60	1.55	0.00	0.00	0.70	36.50
1993/94	0.00	0.00	0.00	0.25	2.35	0.90	1.20	4.60	5.30	2.00	0.20	0.00	16.80
1994/95	0.00	0.00	0.00	0.40	0.80	0.75	9.35	3.00	9.40	2.00	0.75	1.10	27.55
1995/96	0.10	0.00	0.00	0.00	0.20	0.85	1.50	3.50	2.30	0.50	0.00	0.00	8.95
1996/97	0.00	0.00	0.00	0.00	4.55	2.40	6.35	0.75	0.00	0.00	0.00	0.00	14.05
1997/98	0.00	0.00	2.10	0.10	2.45	2.10	3.70	10.95	4.05	3.30	3.05	0.15	31.95
1998/99	0.00	0.00	1.15	0.00	2.45	1.36	1.93	1.00	0.80	2.32	0.05	0.50	11.56
1999/2000	0.25	0.00	0.10	0.00	0.10	0.25	0.60	5.20	1.55	0.95	0.45	0.00	9.45
2000/2001	0.00	0.00	0.05	0.98	0.45	0.00	2.80	6.20	1.70	1.70	0.50	0.00	14.38
2001/2002	0.00	0.00	0.00	0.00	1.35	1.90	0.60	0.15	1.80	0.65	0.00	0.00	6.45
2002/2003	0.00	0.00	0.20	0.00	2.85	3.60	0.25	6.40	3.45	2.10	0.65	0.00	19.50
2003/2004	0.00	0.40	0.00	0.00	1.55	1.55	0.70	4.25	0.75	1.05	0.00	0.00	10.25
2004/2005	0.00	0.40	0.00	7.20	1.55	4.55	8.70	6.60	1.75	1.05	0.10	0.00	31.90
2005/2006	0.50	0.00	0.10	1.85	0.00	0.50	1.75	2.45	3.55	2.65	0.50	0.00	13.85
2006/2007	0.00	0.20	0.30	0.40	0.05	1.40	0.50	2.70	0.30	0.80	0.10	0.00	6.75
2007/2008	0.00	0.25	0.00	0.20	0.50	5.30	5.80	3.80	0.60	0.00	1.00	0.00	17.45
2008/2009	0.00	0.00	0.00	0.00	1.60	4.95	0.05	4.45	0.30	0.75	0.00	0.00	12.10
2009/2010	0.00	0.00	0.00	0.00	1.10	3.65	7.45	4.00	0.55	2.60	0.00	0.00	19.35
2010/2011	0.20	0.00	0.00	3.15	1.45	8.60	1.25	4.40	2.65	0.30	0.40	0.05	22.45
2011/2012	0.00	0.00	0.15	0.65	2.65	1.20	1.15	2.05	2.25	3.15	0.10	0.00	13.35
2012/2013	0.00	0.00	1.50	0.40	0.45	2.70	1.50	1.25	1.70	0.10	0.40	0.00	10.00
2013/2014	0.28	0.00	0.00	1.48	0.15	0.40	0.25	0.95	2.95	0.80	0.00	0.00	7.26
2014/2015	0.00	0.20	1.00	0.00	1.00	4.90	0.70	0.90	1.60	0.75	1.20	0.50	12.75
2015/2016	1.90	0.30	1.70	0.35	0.90	2.65	3.40	1.15	1.50	0.75	0.40	0.00	15.00
2016/2017	0.00	0.00	1.00	0.16	1.75	4.37	7.17	6.05	0.20	0.00	1.34	0.00	22.04
2017/2018	0.07	0.12	0.13	0.00	0.00	0.00	3.18	0.88	2.55	0.01	0.12	0.00	7.06
2018/2019	0.00	0.00	0.00	1.27	2.51	1.63	2.34	7.98	1.68	0.40	1.83	0.12	19.76
2019/2020	0.00	0.00	0.30	0.00	4.17	2.46	0.17	0.64	5.39	5.96	0.03	0.20	19.32
33 Year Average	0.13	0.18	0.34	0.74	1.38	2.40	3.18	3.67	2.52	1.44	0.47	0.13	16.58
			-										

#### YUIMA MUNICIPAL WATER DISTRICT DELINQUENT ACCOUNTS LISTING 5/31/2021

YUIMA			
	ACCOUNT NUMBER	PAST DUE AMOUNT	<u>ACTION</u>
	01-0693-03	502.56	Notice
	01-0695-02	38.65	Notice
	01-1041-01	60.39	Notice
	01-1044-01	67.96	Notice
	01-1046-04	92.87	Notice
	01-1052-06	143.06	Notice
	01-1054-08	60.27	Notice
	01-1059-03	78.65	Notice
	01-1061-02	44.98	Notice
	01-1068.07	72.67	Notice
	01-1073-08	71.36	Notice
	01-1079-00	108.65	Notice
	01-1421-06	64.84	Notice
		\$ 1,406.91	
IDA			
	ACCOUNT NUMBER	PAST DUE AMOUNT	<u>ACTION</u>
	02-2097-04	170.60	Notice
	02-2471-04	365.78	Notice
	02-2530-01	81.16	Notice
	02-2812-02	290.54	Notice
	02-2826-02	1,303.49	Notice
	02-2984-09	938.68	Lien Filed
	02-3354-02	244.70	Notice
	02-3460-07	94.39	Notice
	02-4015-07	107.85	Notice
	02-4185-01	236.99	Notice
	02-4190-03	48.46	Notice
	02-4202-00	946.62	Notice
	02-4251-02	197.77	Notice
	02-4951-06	101.10	Notice
	02-6199-05	219.52	Notice
	02-6500-00	18,505.82	Lien Filed
	02-6657-00	389.43	Lien Filed
	02-7125-00	2,527.82	Lien Filed
	02-7248-02	1,716.92	Lien Filed
	02-7249-01	3,507.59	Lien Filed
	02-7435-00	300.86	Notice
	02-7948-03	164.76	Notice
		\$ 32,460.85	

LIENS FILED / TRANSFERRED TO TAX ROLL

for liens filed and transfer to tax roll:

July agenda

auditor and controller by Aug 10th

