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6 TULELAKE IRRIGATION DISTRICT,
a California Irrigation District
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**EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT CODE
SECTION 6103**

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SISKIYOU

10
11 TULELAKE IRRIGATION DISTRICT,

12 Plaintiff,

13 v.

14 ALL PERSONS HAVING OR CLAIMING TO
HAVE AN INTEREST IN THE VALIDITY OF
15 AGREEMENTS ENTERED INTO BY
TULELAKE IRRIGATION DISTRICT
16 ENTITLED "KLAMATH BASIN
RESTORATION AGREEMENT FOR THE
17 SUSTAINABILITY OF PUBLIC AND TRUST
RESOURCES AND AFFECTED
18 COMMUNITIES" AND "KLAMATH
HYDROELECTRIC SETTLEMENT
19 AGREEMENT";

20 Defendants.

21 COUNTY OF SISKIYOU; SISKIYOU COUNTY
FLOOD CONTROL AND WATER
22 CONSERVATION DISTRICT,

23 Cross-Plaintiffs,

24 v.

25 TULELAKE IRRIGATION DISTRICT,
a California Irrigation District,

26 Cross-Defendant.
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Case No. SC CV CV 10-0463

STIPULATION FOR JUDGMENT;
[PROPOSED] ORDER

1 **RECITALS**

2 A. This Stipulation for Judgment is entered into by and between: Plaintiff and Cross-
3 Defendant Tulelake Irrigation District (TID); Defendants and Cross-Plaintiffs County of Siskiyou
4 and the Siskiyou County Flood Control and Water Conservation District (collectively, Siskiyou
5 Agencies); Defendant State of California, acting by and through the California Natural Resources
6 Agency and the California Department of Fish and Game (State Agencies); and Defendant City of
7 Yreka (Yreka), all hereafter collectively referred to as the “Parties.”

8 B. TID has approved and entered into both the Klamath Basin Restoration Agreement
9 for the Sustainability of Public and Trust Resources and Affected Communities (Restoration
10 Agreement) and the Klamath Hydroelectric Settlement Agreement (Hydroelectric Settlement);

11 C. On April 2, 2010, TID initiated this action by filing its Verified Complaint to
12 Validate Two Contracts and Associated Proceedings and Resolutions in Support Thereof
13 (Complaint);

14 D. True and correct copies of the Restoration Agreement and Hydroelectric Settlement
15 as approved and entered into by TID and as referred to herein are attached as Exhibits 1 and 2,
16 respectively, to Exhibit B to the Complaint;

17 E. On May 14, 2010, the Court entered an Order Amending Form Summons Issued on
18 April 2, 2010, and Amending April 9, 2010, Order for Service by Publication, which, among other
19 things, directed TID to publish the Amended Summons in accordance with section 861 of the
20 Code of Civil Procedure and section 6063 of the Government Code;

21 F. The Amended Summons as published provided that persons wishing to contest the
22 legality or validity of the matter and appear and answer the Complaint must file a written pleading
23 in response to the Complaint on or before July 30, 2010.

24 G. The Siskiyou Agencies timely appeared in accordance with section 862 of the Code
25 of Civil Procedure, and filed an Answer to the Complaint, a Demurrer, and a Cross-Complaint for
26 Declaratory Relief;

27 H. The State Agencies, Yreka, and Klamath Off-Project Water Users (KOPWU) also
28 timely appeared and filed Answers;

1 I. The appearance of KOPWU and KOPWU's Answer have been withdrawn pursuant
2 to stipulation and an order of the Court effecting such withdrawals and the dismissal of KOPWU;

3 J. No other persons appeared in this matter by the date specified in the Amended
4 Summons; and

5 K. The Parties have identified mutually acceptable terms of a Judgment that is
6 embraced within but more limited than the Prayer for Relief in the Complaint, and that resolves
7 the Cross-Complaint.

8 **STIPULATION**

9 1. The Parties stipulate to entry of Judgment as provided in Attachment A hereto.

10 2. TID will seek the entry of Judgment consistent with Attachment A hereto.

11 3. None of the Parties shall oppose any application, request, or motion filed by TID
12 toward obtaining Judgment in this matter, so long as TID does not seek a Judgment different in
13 form than Attachment A hereto.

14 4. Upon the applications, requests, or motions of TID, the Court will determine
15 whether to issue any orders or Judgment as described herein.

16 5. This Stipulation may be executed by the Parties in counterpart.

17
18 SOMACH SIMMONS & DUNN

19
20 DATED: August ____, 2011

20 By: _____
21 Paul S. Simmons
22 Attorneys for Plaintiff and Cross-Defendant
23 Tulelake Irrigation District

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25 DATED: August ____, 2011

24 By: _____
25 Thomas P. Guarino
26 Attorneys for Defendants and Cross-Plaintiffs
27 County Of Siskiyou; Siskiyou County Flood
28 Control And Water Conservation District

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ABBOTT & KINDERMANN, LLP

DATED: August ____, 2011

By: _____
William W. Abbott
Attorney for Defendants and Cross-Plaintiffs
County Of Siskiyou; Siskiyou County Flood
Control And Water Conservation District

ATTORNEY GENERAL FOR
THE STATE OF CALIFORNIA

DATED: August ____, 2011

By: _____
Randy L. Barrow
Attorneys for Defendant
California Natural Resources Agency,
California Department of Fish & Game

CITY OF YREKA

DATED: August ____, 2011

By: _____
Mary Frances McHugh
Attorneys for City of Yreka

ORDER

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU

TULELAKE IRRIGATION DISTRICT,
Plaintiff,

Case No. SC CV CV 10-0463

FINAL JUDGMENT

v.

ALL PERSONS HAVING OR CLAIMING TO
HAVE AN INTEREST IN THE VALIDITY OF
AGREEMENTS ENTERED INTO BY
TULELAKE IRRIGATION DISTRICT
ENTITLED "KLAMATH BASIN
RESTORATION AGREEMENT FOR THE
SUSTAINABILITY OF PUBLIC AND TRUST
RESOURCES AND AFFECTED
COMMUNITIES" AND "KLAMATH
HYDROELECTRIC SETTLEMENT
AGREEMENT";

Defendants.

COUNTY OF SISKIYOU; SISKIYOU COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT,

Cross-Plaintiffs,

v.

TULELAKE IRRIGATION DISTRICT,
a California Irrigation District,

Cross-Defendant.

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

2 1. Subject only to paragraphs 5 and 6 below, the Klamath Basin Restoration
3 Agreement for the Sustainability of Public and Trust Resources and Affected Communities,
4 Exhibit 1 to Exhibit B to the Verified Complaint in this matter (hereafter, Restoration Agreement),
5 is valid with respect to the obligations of Tulelake Irrigation District (hereafter, TID) contained
6 therein.

7 2. Subject only to paragraph 5 below, the Klamath Hydroelectric Settlement
8 Agreement, Exhibit 2 to Exhibit B to the Verified Complaint in this matter (hereafter,
9 Hydroelectric Settlement), is valid with respect to the obligations of TID contained therein.

10 3. TID Resolution No. 2010-1 (Exhibit A to the Verified Complaint herein), which
11 approved the Restoration Agreement and Hydroelectric Settlement, and TID Resolution
12 No. 2010-2 (Exhibit B to the Verified Complaint herein), which ratified the Restoration
13 Agreement and Hydroelectric Settlement as executed by the President of TID, are valid and were
14 adopted in compliance with all applicable laws.

15 4. All procedural and substantive actions taken by TID related to entering into the
16 Restoration Agreement and Hydroelectric Settlement are valid and complied with all applicable
17 laws.

18 5. Notwithstanding any provision of paragraphs 1 through 4 above that may be to the
19 contrary:

20 (a) The effect of this Judgment as to the County of Siskiyou, Siskiyou County
21 Flood Control and Water Conservation District, and City of Yreka shall be limited solely
22 and exclusively to precluding such parties from asserting: that the obligations of TID
23 provided in the Restoration Agreement and/or the Hydroelectric Settlement are not valid
24 legal obligations of TID; that TID lacks or lacked legal authority to enter into the
25 Restoration Agreement and/or Hydroelectric Settlement; or that TID failed to comply with
26 applicable law in entering into the Restoration Agreement and/or Hydroelectric Settlement;

27 (b) This Judgment does not, and shall not be construed to, create any binding
28 obligations under or with respect to the Restoration Agreement or Hydroelectric Settlement

1 for the County of Siskiyou, Siskiyou County Flood Control and Water Conservation
2 District, or City of Yreka, except as specifically provided in paragraph “5(a)” above;

3 (c) Except as specifically provided in paragraph “5(a)” above, nothing in this
4 Judgment shall bar the County of Siskiyou, Siskiyou County Flood Control and Water
5 Conservation District, or City of Yreka from challenging the Restoration Agreement or
6 Hydroelectric Settlement or any commitments, actions, or obligations of any kind of any
7 person, including any government or any other entity, under the Restoration Agreement or
8 Hydroelectric Settlement; and

9 (d) Nothing in this Judgment shall affect the ability of the City of Yreka to
10 challenge, oppose, or take any other action with respect to any matter involving the City of
11 Yreka’s water supply as referred to in the Hydroelectric Settlement.

12 (e) Paragraphs 1 and 2 of this Judgment apply only to the obligations of TID
13 under the Restoration Agreement and Hydroelectric Settlement.

14 (f) Nothing in this paragraph shall revive any rights that have been waived or
15 have expired or create any new rights to challenge the Restoration Agreement and/or
16 Hydroelectric Settlement.

17 6. The Cross-Complaint for Declaratory Relief filed in this action by the County of
18 Siskiyou and Siskiyou County Flood Control and Water Conservation District is dismissed.

19 7. Each party shall bear its own costs and attorneys’ fees.

20 8. The institution by any person of any action or proceeding that raises an issue as to
21 whether the judgment of this Court is binding and conclusive is hereby permanently enjoined.
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