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SACRAMENTO COURTS
DEPT. #54

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

13 CITY OF FOLSOM, a California Charter
14 City,

15 Plaintiff,

16 vs.

17
18 ALL PERSONS IN ANY WAY
19 INTERESTED IN THE MATTER OF THE
20 VALIDITY OF THAT CERTAIN
21 AGREEMENT ENTITLED "WATER
22 SUPPLY AND FACILITIES PLAN AND
23 AGREEMENT BETWEEN THE CITY OF
24 FOLSOM AND CERTAIN
25 LANDOWNERS IN THE FOLSOM PLAN
26 AREA,"

24 Defendants.

CASE NO. 34-2013-00138798

[PROPOSED] JUDGMENT
VALIDATING WATER SUPPLY
AGREEMENT

ORIGINAL

1 This matter came before this Court upon the application of the plaintiff, CITY OF
2 FOLSOM ("Folsom"), for a default judgment based on the verified Complaint to Validate
3 Agreement for a Water Supply ("Complaint") filed by plaintiff on January 23, 2013. The
4 Application was filed by Folsom's attorneys, Bartkiewicz, Kronick & Shanahan, a professional
5 corporation, by Joshua M. Horowitz. The Court, having satisfied itself that the Application was
6 appropriately supported by declarations and other admissible documentary evidence, did not
7 order a hearing in this matter and is prepared to issue judgment on Folsom's written application
8 in accordance with subdivisions (c) and (d) of Code of Civil Procedure section 585 and Code of
9 Civil Procedure 870, and California Rules of Court, Rule 3.1800.

12 It appears that this action was commenced on January 23, 2013, and that proof has been
13 introduced fully supporting all of the allegations of the Complaint and all proceedings sought to
14 be validated and confirmed herein, and, therefore, the Court finds as follows:

16 (1) The Complaint with exhibits as filed herein and the summons issued thereon
17 comply with the requirements of the provisions of Chapter 9 (commencing with Section 860) of
18 Title 10 of Part 2 of the California Code of Civil Procedure, and with the requirements of all
19 other pertinent provisions of law; and that this action was properly and timely filed by Folsom
20 under those authorities.

22 (2) As required by this Court's Orders for Publication and Posting of Summons, the
23 summons, as issued and approved by the Court: (a) was published in *The Sacramento Bee* once
24 a week for three successive weeks, namely on March 6, 2013, March 13, 2013, and March 20,
25 2013, as set forth in the Proof of Publication on file in this action; and (b) was properly posted
26 by Folsom, as set forth in the Affidavit of Posting, City Hall and Library, on file in this action.

1 (3) Notice of the pendency of this proceeding has been given as required by law and
2 by the order of this Court and, in accordance with the provisions of the summons jurisdiction of
3 this Court in this matter is complete.

4 (4) With the exception of Plaintiff Folsom, no party has appeared in this proceeding.
5 Specifically, no party has appeared to contest Folsom's entitlement to the judgment that it
6 seeks.
7

8 (5) The Court has jurisdiction to hear and determine the matters alleged and prayed
9 for in the Complaint at this time and without further notice.
10

11 (6) All the allegations of the Complaint are true and sustained by competent proof,
12 including the verified Complaint.

13 (7) The agreement attached as Exhibit A to the Complaint, entitled WATER
14 SUPPLY AND FACILITIES PLAN AND AGREEMENT BETWEEN THE CITY OF
15 FOLSOM AND CERTAIN LANDOWNERS IN THE FOLSOM PLAN AREA (the "Water
16 Supply Agreement") is lawful, valid, enforceable and in the best interests of Folsom and all
17 persons in any way interested therein. In addition, the Water Supply Agreement is consistent
18 with all applicable laws and obligations, including the Measure W Water Supply Requirement,
19 Resolution No. 8457 protecting water conserved from Folsom's pre-1914 water rights water
20 supplies, and Folsom's commitments in the 2000 Water Forum Agreement. Further, all
21 proceedings leading up to, and including, the authorization of the execution, the approval and
22 the ratification of the execution of the Agreement were carried out and conducted in conformity
23 and in compliance with the all applicable laws and enactments at any time in force and
24 controlling upon or applicable to said proceedings.
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1 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** as
2 follows:

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4 All proceedings leading up to, and including, Folsom's authorization and execution of
5 the Agreement have been taken and performed in all respects, substantive and procedural, as
6 required by law. The Court hereby approves, confirms and validates each, and all of said
7 proceedings are hereby approved, confirmed and validated. The Court further adjudges that the
8 Water Supply Agreement has been validly executed, that each and all of its provisions are
9 consistent with all applicable laws and obligations, including (a) the Measure W Water Supply
10 Requirement, (b) Resolution No. 8457 protecting water conserved from Folsom's pre-1914
11 water rights water supplies; and (c) Folsom's commitments in the Water Forum Agreement,
12 and that Water Supply Agreement is lawful, valid, and enforceable. In accordance with the
13 foregoing, the Court hereby makes and enters its order, judgment and decree approving,
14 confirming and declaring valid and forever binding and conclusive upon Folsom and all
15 defendants each and all provisions of the Water Supply Agreement and all proceedings leading
16 to its approval and execution.
17
18

19 **JUDGMENT IS SO ENTERED.**

20
21 Dated: OCT 16 2013 , 2013

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23
24
25 By: 

JUDGE OF THE SUPERIOR COURT

RAYMOND M. CADEI