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AGREEMENT REGARDING ADDITIONAL EXTRACTIONS
FROM THE SAN BERNARDINO BASIN AREA

BETWEEN

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

AND

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

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AGREEMENT
Regarding Additional Extractions from
the San Bernardino Basin Area

This Agreement is entered into between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, hereinafter called VALLEY DISTRICT, and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, hereinafter called WESTERN.

RECITALS

1. Groundwater levels in the San Bernardino Basin Area have recently risen to near historical high levels and are close to conditions that existed in 1944 and 1945. These higher groundwater levels have restored pressure to the artesian zone of the San Bernardino Basin Area, and flowing wells and rising water are occurring. This condition has already caused damage to buildings and structures in the artesian zone, and it is anticipated that, if the condition continues, additional damage may result.

2. WESTERN and VALLEY DISTRICT are parties to the judgment entered April 17, 1969, in Western Municipal Water District of Riverside County vs. East San Bernardino County Water District, et al., Riverside Superior Court No. 78426 (herein sometimes referred to as the "Western Judgment"). Among other provisions, said Judgment limits the amount of water that can be exported from the San Bernardino Basin Area. However, paragraph VI(b)6 of the Western Judgment allows VALLEY DISTRICT and WESTERN to enter into agreements for additional extractions as provided therein.

1 3. The parties have determined that there is an existing temporary
 2 surplus natural groundwater supply in the artesian zone of the San
 3 Bernardino Basin Area, and that it is in the public interest that
 4 extractions of such supply from the San Bernardino Basin Area should
 5 be increased in the interest of sound water resources management.
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 7 The parties therefore desire to enter into the following agreement
 8 pursuant to the aforesaid provision of the Western Judgment to
 9 provide for increased extraction and exportation of water.
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21 AGREEMENTS

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 25 NOW THEREFORE IT IS AGREED by and between the parties hereto as
 26 follows:
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 31 1. Pursuant to the provisions of the Western Judgment the
 32 parties hereto agree that additional extractions may be made
 33 from the San Bernardino Basin Area as defined in said
 34 Judgment and exported to the City of Riverside for use in
 35 Riverside County in amounts not to exceed the amounts
 36 specified herein. Such additional extractions may be made
 37 through pumping by the City of Riverside or by pumping other
 38 San Bernardino Basin Area producers' wells for the City of
 39 Riverside.
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1 2. The annual quantity of additional extractions by or on behalf
2 of the City of Riverside authorized by paragraph 1 shall be
3 limited to 10,000 acre-feet, or such lesser amount as would
4 not impose a replenishment obligation on VALLEY DISTRICT
5 under paragraph VI(c) of the Western Judgment if such
6 additional extractions were charged against the replenishment
7 obligation and if such replenishment obligation were computed
8 without regard to (1) credits for replenishment made with
9 imported water or (2) excess exports to the Chino Basin. The
10 additional extractions will not require replenishment with
11 imported water.
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25 3. This Agreement is not intended to alter the rights of any
26 person or entity or create new rights to pump or extract
27 groundwater from the San Bernardino Basin Area, and neither
28 of the parties, nor anyone making extractions pursuant
29 hereto, will ever claim or allege that additional or new
30 rights, or any continuing right, to export water from the San
31 Bernardino Basin Area accrue as to water extracted and
32 delivered under this and other supplemental agreements.
33 Nothing herein shall affect the right of any party to seek
34 redetermination of the safe yield under the Western Judgment;
35 provided that, the provisions of this Agreement and the
36 effect of any additional extractions made under it shall be
37 taken into account in connection therewith. Nothing in this
38 Agreement shall affect rights to water imported from the
39 State Water Project.
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1 4. Payment to VALLEY DISTRICT for additional extractions
2 permitted by this Agreement will be made in accordance with
3 the terms and conditions of agreements supplemental to this
4 Agreement among VALLEY DISTRICT, City of Riverside, and other
5 San Bernardino Basin Area producers.
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12 5. Additional extractions made by San Bernardino Basin Area
13 producers other than the City of Riverside for the City of
14 Riverside will be reported to the Division of Water Rights of
15 the State Water Resources Control Board by the City of
16 Riverside and will be recorded in Volume 1A (Production by
17 Plaintiffs) of the annual report of the Western Watermaster
18 under the name of the City of Riverside.
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29 The amount of additional extractions is hereby determined to
30 be the amount by which the annual extractions by or for the
31 City of Riverside exceed its adjusted rights under the
32 Western Judgment. For purposes of determining compliance by
33 the City of Riverside with the Western Judgment, VALLEY
34 DISTRICT shall certify to the Watermaster the amount of the
35 additional extractions which have been paid for hereunder,
36 and such additional extractions as determined by the
37 Watermaster shall be excluded from computations to determine
38 compliance with the Western Judgment.
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Additional Extractions Agreement

- 1 6. Section X of the Western Judgment requires replenishment for
2 new export to areas not tributary to Riverside Narrows. For
3 the purposes of the Western Watermaster's annual calculation
4 of water used in areas not tributary to Riverside Narrows,
5 the amount of water purchased hereunder shall be treated as a
6 source of water to the nontributary area in the same manner
7 as water produced from wells in the nontributary area.
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17 7. This Agreement shall not be construed as a contract to supply
18 water obtained from the State Water Project.
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23 8. This Agreement may be amended with mutual consent of the
24 parties in writing.
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29 9. The term of this Agreement shall be ten years and will
30 continue on an annual basis thereafter unless terminated by
31 either party upon written notice to the other party six
32 months prior to the end of the current term.
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