

A G R E E M E N T S

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. Definition of Additional Extractions.

As used herein, the term "additional extractions" refers to the additional extractions from the San Bernardino Basin Area authorized by Paragraphs 1 and 2 on pages 3 and 4 of said Agreement of December 22, 1981, and paragraphs 2 and 3 hereof.

2. Additional Extractions by City of Riverside.

Pursuant to the provisions of Paragraph 8 of said Agreement, the limitation upon the annual quantity of additional extractions by or on behalf of the City of Riverside Appearing in Paragraph 2 thereof, in the amount of 10,000 acre-feet, is hereby increased to a total of 15,000 acre-feet for the calendar year 1991. Such additional extractions may be used outside of Riverside County, but not outside of the Santa Ana River Watershed.

3. Addition of Riverside Highland Water Company as a Beneficiary.

Pursuant to the provisions of said paragraph 8, the following sentence is added to Paragraph 1 of said Agreement: "The parties further agree that Riverside Highland Water Company may make additional extractions from said Basin Area for use in Riverside County, up to a maximum of 2,500 acre-feet in 1991, subject to the terms and conditions of this agreement."

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1 4. Entities Other Than Plaintiffs.

2 Any production during the calendar year 1991 which
3 will cause extractions from the San Bernardino Basin Area for
4 use by entities other than plaintiffs under the Western Judgment
5 within San Bernardino County to exceed the annual amount of
6 167,238 acre-feet shall be counted as temporary additional water
7 rather than production for which replenishment is required under
8 paragraph VI(c) of the Western Judgment. The replenishment
9 obligations provided in Paragraph X of the Western Judgment
10 shall not apply to the use of temporary additional water,
11 irrespective of its place of use, provided that no water may be
12 exported from the Santa Ana River Watershed.

13 5. Delivery of Water to Devil Canyon Power Plant.

14 As further consideration for the additional
15 extractions allowed to the City of Riverside by Paragraph 2
16 hereof, WESTERN shall use its best efforts, if requested by
17 VALLEY DISTRICT, to arrange for an additional allocation of
18 water for delivery to VALLEY DISTRICT at Devil Canyon Power
19 Plant, pursuant to VALLEY DISTRICT's state contract, by
20 agreement or exchange with other water suppliers; provided,
21 however, that there shall be no obligation under this Paragraph
22 5 to arrange for an allocation of more water to Devil Canyon
23 Power Plant than 20% of the additional extractions actually
24 taken by the City of Riverside.

25 6. Payment for Water Not Delivered.

26 If the City of Riverside does make additional
27 extractions, either for direct use or by agreement or exchange,
28 for use within the Santa Ana River Watershed, and if WESTERN is

1 unable to make available to VALLEY DISTRICT an additional
2 allocation of water at the Devil Canyon Power Plant as required
3 by Paragraph 5 hereof, then WESTERN shall pay to VALLEY DISTRICT
4 the sum of \$100 per acre-foot for 20% of such additional
5 extractions.

6 7. Use of Revenues.

7 VALLEY DISTRICT shall use any revenues received
8 pursuant to Paragraph 6 hereof to alleviate the effects within
9 VALLEY DISTRICT of the present drought conditions.

10 8. 1991 Charge for Additional Extractions.

11 VALLEY DISTRICT shall make no charge for additional
12 extractions by City of Riverside and Riverside Highland Water
13 Company in 1991.

14 9. Other Terms and Conditions.

15 All Other terms and conditions of said Agreement of
16 December 22, 1981, shall remain in effect.

17 DATED: April 3, 1991

18
19 SAN BERNARDINO VALLEY
20 MUNICIPAL WATER DISTRICT

21 By: Jan Arden
Secretary

22 By: George C. Aguilar
Treasurer

23
24 WESTERN MUNICIPAL WATER DISTRICT
25 OF RIVERSIDE COUNTY

26 By: Francis J. Nelson
President

27 By: Wayne Smith
Secretary
28

LAW OFFICES
JAMES W. DILWORTH
5225 CANYON CREST DRIVE
BUILDING 400, SUITE 409
RIVERSIDE, CALIFORNIA 92507

RECEIVED

AREA CODE 714
91 JUL 16 1991 09:52
TELEPHONE 952-1100

S.B.V.M.W.D.

July 11, 1991

Anne T. Thomas
Best, Best & Krieger
800 North Haven, Ste 120
Ontario, California 91764

Re: Western Municipal Water District of Riverside Country v. East San Bernardino County Water District, Riverside Superior Court
Case No: 78426

Dear Anne:

I enclose pleadings in connection with the proposed motion for approval of the 4th amendment in the above-matter which have been revised pursuant to Art Littleworth's telephone call.

If everything is satisfactory please sign the originals and return them to me for filing with the court.

Very truly yours,

JW

JAMES W. DILWORTH

JWD:pb

bc: Bob Reiter ✓
George Grover

COPIES TO:	
DILWORTH	<input type="checkbox"/>
DIRECTORS	<input type="checkbox"/>
FLETCHER	<input type="checkbox"/>
FULLER	<input type="checkbox"/>
GRIZEL	<input type="checkbox"/>
REITER	<input checked="" type="checkbox"/>
STOCKTON	<input type="checkbox"/>
TINCHER	<input type="checkbox"/>
VAN GELDER	<input type="checkbox"/>
FILE	<input checked="" type="checkbox"/>

Legal
File 1539

1 JAMES W. DILWORTH
5225 CANYON CREST DRIVE
2 Building 400, Suite 409
Riverside, California 92507
3 (714) 682-7930

4 MCDONOUGH, HOLLAND & ALLEN
555 Capitol Mall, Suite 950
5 Sacramento, California 95814

6 Attorneys for Defendant
SAN BERNARDINO VALLEY
7 MUNICIPAL WATER DISTRICT

8 BEST, BEST & KRIEGER
3750 University Avenue
9 P. O. Box 1028
Riverside, California 92502
10 (714) 686-1450

11 Attorneys for Plaintiff
WESTERN MUNICIPAL WATER DISTRICT
12 OF RIVERSIDE COUNTY

13 SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

14 WESTERN MUNICIPAL WATER DISTRICT)	Case No. 78426
OF RIVERSIDE COUNTY, et al.,)	NOTICE OF MOTION FOR ORDER
15)	APPROVING AGREEMENT AND
Plaintiffs,)	ALLOWING TEMPORARY ADDITIONAL
16)	EXTRACTIONS OF WATER FROM
v.)	THE SAN BERNARDINO BASIN
17)	AREA AND POINTS AND
EAST SAN BERNARDINO COUNTY WATER)	AUTHORITIES AND DECLARATION
18 DISTRICT, et al.,)	IN SUPPORT THEREOF
)	
19)	DATE:
Defendants.)	TIME: 8:30 a.m.
20)	DEPT:

21 TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

22 NOTICE IS HEREBY GIVEN that on _____, at
23 _____ a.m., in Department __, of the above-entitled court, located
24 at 4050 Main Street, Riverside, California, the San Bernardino
25 Valley Municipal Water District and the Western Municipal Water
26 District of Riverside County will move the court, pursuant to its

27 NOTICE OF MOTION FOR ORDER, ETC.
28

1 continuing jurisdiction in this case, for an order approving the
2 Agreement dated April 3, 1991, entitled "Fourth Amendment to
3 Agreement Regarding Additional Extractions from the San Bernardino
4 Basin Area," between the San Bernardino Valley Municipal Water
5 District and the Western Municipal Water District of Riverside
6 County increasing the amount of temporary additional extractions
7 authorized from the San Bernardino Basin Area for the year ending
8 December 31, 1991 to 15,000 acre feet by plaintiff City of River-
9 side and 2,500 acre feet by plaintiff Riverside Highland Water
10 Company pursuant to the terms of such Agreement, waiving accrual of
11 replenishment obligations for the San Bernardino Basin Area for
12 entities other than plaintiffs for the same period, and providing
13 for allocation of additional water to San Bernardino Valley
14 Municipal Water District or for compensation in lieu thereof. A
15 copy of the Agreement dated April 3, 1991, is attached hereto as
16 EXHIBIT "A", and copies of the December 22, 1981 Agreement and
17 previous amendments thereto are attached as EXHIBITS "B," "C," "D,"
18 and "E."

19 The motion will be based upon the desirability of providing
20 for such temporary increase in extractions because of emergency
21 conditions, including drought and localized high ground water,
22 which present an immediate threat to the public health, welfare and
23 safety, and the benefit to the parties of such temporary additional
24 extractions. All such temporary additional extractions shall be
25 subject to the terms of the Agreement, and shall only be made
26 pursuant thereto.

27 NOTICE OF MOTION FOR ORDER, ETC.
28

1 The motion will be based upon this notice, the following
2 Points and Authorities, the Declaration of Donald L. Harriger and
3 Robert L. Reiter copy of which is attached as EXHIBIT "F", all
4 other matters in the Clerk's files herein, and such other
5 further evidence or grounds as may be presented at the time of
6 the hearing.

7 JAMES W. DILWORTH,
8 MCDONOUGH, HOLLAND & ALLEN

9 by

10 JAMES W. DILWORTH
11 Attorneys for Defendant
12 SAN BERNARDINO VALLEY
13 MUNICIPAL WATER DISTRICT

14 BEST, BEST & KRIEGER

15 by

16 Attorneys for Plaintiff
17 WESTERN MUNICIPAL WATER
18 DISTRICT OF RIVERSIDE COUNTY
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POINTS AND AUTHORITIES

1. In appropriate circumstances, a court may reserve jurisdiction to modify a final judgment.

U.S. Liability Ins. Co. v. Haidinger-Hayes, Inc.
1 Cal. 3d 586, 599 (1970).

Klinker v. Klinker, 132 Cal. App. 2d 687, 694 (1955).

2. Water rights adjudications are proper cases for retention of jurisdiction, and the kinds of provisions reserving jurisdiction in this case have been approved by the California Supreme Court.

Allen v. California Water Co.,
20 Cal. 2d 466, 488 (1946).

City of Los Angeles v. Glendale, 23 Cal. 2d
68, 81 (1943).

Pasadena v. Alhambra, 33 Cal. 2d 908, 936-937
(1949).

3. The court in this case has reserved continuing jurisdiction upon application of any party to review and re-determine "the desirability of providing for increases or decreases in the extraction of any particular party because of emergency requirements..." and also other matters which might occur in the future and would be of "benefit to the parties in the utilization of the surface and groundwater supply described in this Judgment...." [Section XIV(a)3; XIV(a)8].

4. Section VI(b)6 of the Judgment provides for an agreement between the San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County "... under which additional extractions may be made from the San

1 Bernardino Basin Area....".

2 Dated: _____

JAMES W. DILWORTH,
MCDONOUGH, HOLLAND & ALLEN

3
4 by: _____

JAMES W. DILWORTH
Attorneys for Defendant
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

6
7 BEST, BEST & KRIEGER

by: _____

8 Attorneys for Plaintiff
9 WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE
10 COUNTY

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APR 05 1991

JAMES W. DILLON
ATTORNEY AT LAW
FOURTH AMENDMENT TO AGREEMENT REGARDING ADDITIONAL
EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

This Fourth Amendment to Agreement Regarding Additional Extractions from The San Bernardino Basin Area is entered into between the San Bernardino Valley Municipal Water District, hereinafter called "VALLEY DISTRICT," and the Western Municipal Water District of Riverside County, hereinafter called "WESTERN."

R E C I T A L S

A. On December 22, 1981, the parties hereto entered into an Agreement providing for additional extractions from the San Bernardino Basin Area by or on behalf of the City of Riverside upon the terms and conditions specified therein. Paragraph 8 of said Agreement provides that it may be amended with mutual consent of the parties in writing, and the parties desire to amend said Agreement to provide for the addition of Riverside Highland Water Company as a beneficiary thereof and to provide for increased extractions for the calendar year 1991 only.

B. Although groundwater levels remain relatively high in the lower portion of the San Bernardino Basin Area, recent conditions of drought have adversely affected the availability of water to VALLEY DISTRICT from the State Water Project. Certain direct delivery customers of VALLEY DISTRICT are dependent on that supply, and the parties wish to provide for its augmentation in return for the augmentation of the supply available to entities within WESTERN.

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A G R E E M E N T S

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. Definition of Additional Extractions.

As used herein, the term "additional extractions" refers to the additional extractions from the San Bernardino Basin Area authorized by Paragraphs 1 and 2 on pages 3 and 4 of said Agreement of December 22, 1981, and paragraphs 2 and 3 hereof.

2. Additional Extractions by City of Riverside.

Pursuant to the provisions of Paragraph 8 of said Agreement, the limitation upon the annual quantity of additional extractions by or on behalf of the City of Riverside Appearing in Paragraph 2 thereof, in the amount of 10,000 acre-feet, is hereby increased to a total of 15,000 acre-feet for the calendar year 1991. Such additional extractions may be used outside of Riverside County, but not outside of the Santa Ana River Watershed.

3. Addition of Riverside Highland Water Company as a Beneficiary.

Pursuant to the provisions of said paragraph 8, the following sentence is added to Paragraph 1 of said Agreement: "The parties further agree that Riverside Highland Water Company may make additional extractions from said Basin Area for use in Riverside County, up to a maximum of 2,500 acre-feet in 1991, subject to the terms and conditions of this agreement."

/

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4. Entities Other Than Plaintiffs.

Any production during the calendar year 1991 which will cause extractions from the San Bernardino Basin Area for use by entities other than plaintiffs under the Western Judgment within San Bernardino County to exceed the annual amount of 167,238 acre-feet shall be counted as temporary additional water rather than production for which replenishment is required under paragraph VI(c) of the Western Judgment. The replenishment obligations provided in Paragraph X of the Western Judgment shall not apply to the use of temporary additional water, irrespective of its place of use, provided that no water may be exported from the Santa Ana River Watershed.

5. Delivery of Water to Devil Canyon Power Plant.

As further consideration for the additional extractions allowed to the City of Riverside by Paragraph 2 hereof, WESTERN shall use its best efforts, if requested by VALLEY DISTRICT, to arrange for an additional allocation of water for delivery to VALLEY DISTRICT at Devil Canyon Power Plant, pursuant to VALLEY DISTRICT's state contract, by agreement or exchange with other water suppliers; provided, however, that there shall be no obligation under this Paragraph 5 to arrange for an allocation of more water to Devil Canyon Power Plant than 20% of the additional extractions actually taken by the City of Riverside.

6. Payment for Water Not Delivered.

If the City of Riverside does make additional extractions, either for direct use or by agreement or exchange, for use within the Santa Ana River Watershed, and if WESTERN is

1 unable to make available to VALLEY DISTRICT an additional
2 allocation of water at the Devil Canyon Power Plant as required
3 by Paragraph 5 hereof, then WESTERN shall pay to VALLEY DISTRICT
4 the sum of \$100 per acre-foot for 20% of such additional
5 extractions.

6 7. Use of Revenues.

7 VALLEY DISTRICT shall use any revenues received
8 pursuant to Paragraph 6 hereof to alleviate the effects within
9 VALLEY DISTRICT of the present drought conditions.

10 8. 1991 Charge for Additional Extractions.

11 VALLEY DISTRICT shall make no charge for additional
12 extractions by City of Riverside and Riverside Highland Water
13 Company in 1991.

14 9. Other Terms and Conditions.

15 All Other terms and conditions of said Agreement of
16 December 22, 1981, shall remain in effect.

17 DATED: April 3, 1991

18
19 SAN BERNARDINO VALLEY
20 MUNICIPAL WATER DISTRICT

21 By: Jan Arton
Secretary

22 By: George C. Aguilar
Treasurer

23
24
25 WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

26 By: Francis J. Nelson
President

27 By: Wayne Smith
Secretary
28

1 AGREEMENT REGARDING ADDITIONAL EXTRACTIONS
2 FROM THE SAN BERNARDINO BASIN AREA
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7 BETWEEN
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11 SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
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15 AND
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19 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.

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

AGREEMENTS

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

- 1. Pursuant to the provisions of the Western Judgment the parties hereto agree that additional extractions may be made from the San Bernardino Basin Area as defined in said Judgment and exported to the City of Riverside for use in Riverside County in amounts not to exceed the amounts specified herein. Such additional extractions may be made through pumping by the City of Riverside or by pumping other San Bernardino Basin Area producers' wells for the City of 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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 13 5. Additional extractions made by San Bernardino Basin Area
 14 producers other than the City of Riverside for the City of
 15 Riverside will be reported to the Division of Water Rights of
 16 the State Water Resources Control Board by the City of
 17 Riverside and will be recorded in Volume 1A (Production by
 18 Plaintiffs) of the annual report of the Western Watermaster
 19 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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6. Section X of the Western Judgment requires replenishment for new export to areas not tributary to Riverside Narrows. For the purposes of the Western Watermaster's annual calculation of water used in areas not tributary to Riverside Narrows, the amount of water purchased hereunder shall be treated as a source of water to the nontributary area in the same manner as water produced from wells in the nontributary area.

7. This Agreement shall not be construed as a contract to supply water obtained from the State Water Project.

8. This Agreement may be amended with mutual consent of the parties in writing.

9. The term of this Agreement shall be ten years and will continue on an annual basis thereafter unless terminated by either party upon written notice to the other party six months prior to the end of the current term.

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FIRST AMENDMENT TO AGREEMENT REGARDING ADDITIONAL
EXTRACTIONS FROM THE SAN BERNARDINO AREA

This First Amendment To Agreement Regarding Additional Extractions From The San Bernardino Area is entered into between the San Bernardino Valley Municipal Water District, hereinafter called "VALLEY DISTRICT", and Western Municipal Water District of Riverside County, hereinafter called "WESTERN."

RECITALS

On December 22, 1981 the parties hereto entered into an Agreement providing for additional extractions from the San Bernardino Basin Area by or on behalf of the City of Riverside upon the terms and conditions specified therein. Paragraph 8 of said Agreement provides that it may be amended with mutual consent of the parties in writing, and the parties desire to amend the said Agreement to provide for increased extractions for the calendar year 1984 only.

AGREEMENTS

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Pursuant to the provisions of Paragraph 8 of the Agreement regarding additional extractions from the San Bernardino Basin Area dated December 22, 1981, entered into by the parties hereto, the limitation upon the annual quantity of additional extractions by or on behalf of the City of Riverside appearing in Paragraph 2 thereof, in the amount of 10,000 acre feet, is hereby increased to 13,000 acre feet for the calendar year 1984 only.

2. All other terms and conditions of the said Agreement shall remain in effect.

Dated: December 5, 1984

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

BY *L. Roy Holmes*
President

Wm. H. ...
Secretary

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE
COUNTY

BY *Richard ...*
President

Wayne H. Holcomb
Secretary

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SECOND AMENDMENT TO AGREEMENT REGARDING ADDITIONAL
EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

This Second Amendment to Agreement Regarding Additional
Extractions From The San Bernardino Basin Area is entered into
between the San Bernardino Valley Municipal Water District,
hereinafter called "VALLEY DISTRICT," and Western Municipal Water
District of Riverside County, hereinafter called "WESTERN."

R E C I T A L S

On December 22, 1981, the parties hereto entered into an
Agreement providing for additional extractions from the San
Bernardino Basin Area by or on behalf of the City of Riverside
upon the terms and conditions specified therein. Paragraph 8 of
said Agreement provides that it may be amended with mutual
consent of the parties in writing, and the parties desire to
amend the said Agreement to provide for increased extractions for
the calendar year 1987 only.

A G R E E M E N T S

NOW THEREFORE, IT IS AGREED by and between the parties hereto
as follows:

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1. Additional Extractions by City of Riverside.

Pursuant to the provisions of Paragraph 8 of the Agreement Regarding Additional Extractions from the San Bernardino Basin Area dated December 22, 1981, entered into by the parties hereto, the limitation upon the annual quantity of additional extractions by or on behalf of the City of Riverside appearing in Paragraph 2 thereof, in the amount of 10,000 acre-feet, is hereby increased to 15,000 acre-feet for the calendar year 1987 only.

2. Entities Other Than Plaintiffs.

Any production during the calendar year 1987 which will cause extractions from the San Bernardino Basin Area for use by entities other than plaintiffs under the Western Judgment within San Bernardino County to exceed the annual amount of 167,238 acre-feet which can be produced without any replenishment obligation shall be counted as temporary additional water rather than production for which replenishment is required under Paragraph VI(c) of the Western Judgment. The replenishment obligations provided in Paragraph X of the Western Judgment shall not apply to the use of additional water, irrespective of its place of use, provided that no water may be exported from the Santa Ana River Watershed.

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3. Other Terms and Conditions.

All other terms and conditions of the said Agreement shall remain in effect.

DATED: May 20, 1987.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: [Signature]
President

By: [Signature]
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: [Signature]
President

By: [Signature]
Secretary

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THIRD AMENDMENT TO AGREEMENT REGARDING ADDITIONAL
EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

This Third Amendment to Agreement Regarding Additional
Extractions From The San Bernardino Basin Area is entered into
between the San Bernardino Valley Municipal Water District,
hereinafter called "VALLEY DISTRICT," and Western Municipal Water
District of Riverside County, hereinafter called "WESTERN."

R E C I T A L S

On December 22, 1981, the parties hereto entered into an
Agreement providing for additional extractions from the San
Bernardino Basin Area by or on behalf of the City of Riverside
upon the terms and conditions specified therein. Paragraph 8 of
said Agreement provides that it may be amended with mutual
consent of the parties in writing, and the parties desire to
amend the said Agreement to provide for increased extractions for
the calendar year 1988 only.

A G R E E M E N T S

NOW THEREFORE, IT IS AGREED by and between the parties hereto
as follows:

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3. Other Terms and Conditions.

All other terms and conditions of the said Agreement shall remain in effect.

DATED: January 20, 1988.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: *William L. ...*
President

By: *Wm. ...*
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: *Wayne H. Halcomb*
President

By: *Francis J. Nelson*
Secretary

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1 temporary surplus of natural supply in the groundwater basin,
2 together with the physical limits on subsurface outflow, have
3 caused the groundwater table in the area near the San Jacinto
4 Fault to rise in part to the ground surface.

5 5. The hydrology of this area immediately upstream from the
6 San Jacinto Fault referred to as the Artesian Zone, is extremely
7 complex and is affected by many factors, one of which is the
8 shift of pumping patterns by the City of San Bernardino which has
9 reduced the amount of groundwater extracted from this area.

10 6. The Bernardino Basin Area is located between the San
11 Andreas Fault on the north and the San Jacinto Fault on the
12 south. The localized high water problem area is immediately
13 adjacent to the San Jacinto Fault which is an active earthquake
14 fault. The risk of catastrophic structural failures in the area
15 due to earthquake is substantially increased by the saturation of
16 the foundation materials resulting from the high groundwater
17 table. An earthquake may cause liquefaction of the soil in the
18 area. Several multi-story structures, and a major freeway inter-
19 change, have been constructed in the high water table area.
20 Since groundwater levels were much lower at the time of construc-
21 tions, the engineering designs for all of these structures may
22 not have been based upon saturated soil conditions. Under satu-
23 rated soil conditions, an earthquake compounds the damages nor-
24 mally associated with a high water table and poses the threat of
25 massive property damage, as well as a threat to life.

26 7. A period of dry years and efforts to increase pumping in
27 the high water table area have reduced water levels somewhat
28 since 1985, but runoff from the March 1991 rains is causing a

1 renewed increase in water levels and a need for further dewater-
2 ing measures.

3 Each of the deponents hereby declares, under penalty of
4 perjury, that the foregoing is true and correct.

5 Executed in Riverside, California, this 24th day
6 of May, 1991.

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DONALD L. HARRIGER

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ROBERT L. REITER

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