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2 FIFTH AMENDMENT TO AGREEMENT REGARDING ADDITIONAL
3 EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

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

10 R E C I T A L S

11 On December 22, 1981, the parties hereto entered into an
12 Agreement providing for additional extractions from the San
13 Bernardino Basin Area by or on behalf of the City of Riverside
14 upon the terms and conditions specified therein. Paragraph 8 of
15 said Agreement provides that it may be amended with mutual
16 consent of the parties in writing, and the parties desire to
17 amend said Agreement to provide for the addition of Riverside
18 Highland Water Company as a beneficiary thereof and to provide
19 for increased extractions for the calendar year 1992 only.

20 A G R E E M E N T S

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

23 1. Definition of Additional Extractions.

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

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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 1992. 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 1992, subject to the terms and conditions of this agreement."

4. Entities Other Than Plaintiffs.

Any production during the calendar year 1992 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,

1 irrespective of its place of use, provided that no water may be
2 exported from the Santa Ana River Watershed.

3 5. 1992 Charge for Additional Extractions.

4 VALLEY DISTRICT shall make no charge for additional
5 extractions by City of Riverside and Riverside Highland Water
6 Company in 1992.

7 6. Other Terms and Conditions.

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

10 DATED: May 4, 1992

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12
13 SAN BERNARDINO VALLEY
14 MUNICIPAL WATER DISTRICT

15 By: [Signature]
16 President

17 By: [Signature]
18 Secretary

19 WESTERN MUNICIPAL WATER DISTRICT
20 OF RIVERSIDE COUNTY

21 By: [Signature]
22 President

23 By: [Signature]
24 Secretary
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