

1 **SIXTH AMENDMENT TO AGREEMENT REGARDING ADDITIONAL**
2 **EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA**

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

8 R E C I T A L S

9 On December 22, 1981, the parties hereto entered into an
10 Agreement providing for additional extractions from the San
11 Bernardino Basin Area by or on behalf of the City of Riverside, and
12 by later amendment also the Riverside Highland Water Company, upon
13 the terms and conditions specified therein. Paragraph 8 of said
14 Agreement provides that it may be amended with mutual consent of
15 the parties in writing, and the parties desire now to further amend
16 said Agreement to provide for increased extractions for the
17 calendar year 1993 only.

18 A G R E E M E N T

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

21 1. Definition of Additional Extractions.

22 As used herein, the term "additional extractions" means
23 any extractions of water by the plaintiffs in the action described
24 in Paragraph 2, on page 1 of the December 22, 1981 Agreement in
25 excess of the amounts permitted by the Judgment in such action; and
26 with respect to entities other than the plaintiffs in such action,
27 the term means any extractions of water in excess of the total
28 amount of water that can be produced without any replenishment

1 obligation.

2 2. Amendment of Recitals.

3 Paragraph 1 on page 1 of the December 22, 1981 Agreement
4 is amended to read as follows: Groundwater levels in the San
5 Bernardino Basin Area have recently risen to near historical high
6 levels and are close to conditions that existed in 1944 and 1945.
7 These higher groundwater levels have restored pressure to the
8 artesian zone of the San Bernardino Basin Area and rising water
9 occurs periodically. This condition has already caused damage to
10 buildings and structures in the artesian zone.

11 3. Total Additional Extractions for 1993.

12 It is agreed that there is an existing temporary surplus
13 of natural groundwater supply in the artesian zone of the San
14 Bernardino Basin Area, and that it is in the public interest and in
15 the interest of groundwater resources management that the
16 production of water therefrom be increased during the calendar year
17 1993 by up to 25,000 acre feet of additional extractions.

18 4. Additional Extractions by Plaintiffs.

19 During the calendar year 1993, the plaintiffs may make
20 additional extractions from the San Bernardino Basin Area for use
21 within the Santa Ana River Watershed, but not outside thereof, in
22 the following amounts:

23 City of Riverside	5,622 AF
24 Riverside Highland Water Co.	463 AF
25 Aqua Mansa and Meeks & Daley 26 Water Companies	844 AF
27 Regents of University of California	58 AF

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1 The foregoing amounts represent their respective shares of the
2 total 25,000 acre feet of additional extractions, allocated in
3 proportion to their shares of the safe yield of the San Bernardino
4 Basin Area. VALLEY DISTRICT will make no charge for these
5 additional extractions by plaintiffs.

6 5. Additional Extractions by Entities Other than
7 Plaintiffs.

8 During the calendar year 1993, entities other than the
9 plaintiffs may make additional extractions from the San Bernardino
10 Basin Area in the amount of 18,013 acre feet, which is their share
11 of the total 25,000 acre feet of additional extractions, determined
12 in proportion to their share of the safe yield of the San
13 Bernardino Basin Area. The replenishment obligations provided in
14 Paragraph X of the WESTERN Judgment shall not apply to such
15 additional extractions, irrespective of the place of use of such
16 water, provided that such water may not be exported outside the
17 Santa Ana River Watershed.

18 6. Delivery of Additional Extractions to WESTERN.

19 During the calendar year 1993, WESTERN may take delivery
20 of additional extractions of water provided for in Paragraph 5
21 hereof for use in meeting WESTERN's obligations under the terms of
22 its May 22, 1991 exchange agreement with the Orange County Water
23 District, or for direct delivery or exchange of water used by
24 commercial agriculture within WESTERN in areas where little or no
25 groundwater is available for irrigation purposes. WESTERN shall
26 pay to VALLEY DISTRICT \$15 per acre foot for any water delivered to
27 WESTERN hereunder. Such water shall be pumped and delivered
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1 through the facilities of the City of Riverside, and shall not be
2 charged as an additional extraction against the City, but shall
3 reduce the amount otherwise available under Paragraph 5.

4 7. Use in Calendar Year 1993 Only.

5 Additional extractions are permitted hereunder for 1993
6 only. If not made in full or in part in 1993, they do not carry
7 forward or give rights to make any additional extractions in future
8 years.

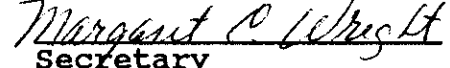
9 8. Other Terms and Conditions.

10 This Sixth Amendment supersedes Paragraph 2 on page 4 of
11 the December 22, 1981 Agreement and any prior amendments thereto or
12 provisions thereof which are in conflict with this Amendment. All
13 other provisions of the 1981 Agreement shall remain in effect.

14 DATED: June 16, 1993

15 SAN BERNARDINO VALLEY
16 MUNICIPAL WATER DISTRICT

17 By: 
President

18 By: 
Secretary

19
20 WESTERN MUNICIPAL WATER DISTRICT
21 OF RIVERSIDE COUNTY

22 By: 
President

23 By: 
Secretary

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