

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

3 This Tenth 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 **RECITALS**

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,
12 and by later amendment also the Riverside Highland Water Company,
13 upon the terms and conditions specified therein. Paragraph 8 of
14 said Agreement provides that it may be amended with mutual consent
15 of the parties in writing, and the parties desire now to further
16 amend said Agreement to provide for increased extractions for the
17 calendar year 1997 only.

18 **AGREEMENT**

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;
26 and with respect to entities other than the plaintiffs in such
27 action, the term means any extractions of water in excess of the

1 total amount of water that can be produced without any
2 replenishment obligation.

3 2. Amendment of Recitals.

4 Paragraph 1 on page 1 of the December 22, 1981 Agreement
5 is amended to read as follows: A period of dry years and efforts
6 to increase pumping in the high water table area have reduced
7 water levels somewhat since 1985, and there has been a significant
8 drop in the upper sub-basins of the San Bernardino Basin Area. In
9 the pressure zone area near the San Jacinto Fault, however, there
10 is still a localized condition of elevated water levels and a need
11 for further dewatering measures.

12 3. Total Additional Extractions for 1997.

13 It is agreed that there is an existing temporary surplus
14 of natural groundwater supply in the artesian zone of the San
15 Bernardino Basin Area, and that it is in the public interest and
16 in the interest of groundwater resources management that the
17 production of water therefrom be increased during the calendar
18 year 1997 by up to 25,000 acre feet of additional extractions.

19 4. Additional Extractions by Plaintiffs.

20 During the calendar year 1997, the plaintiffs may make
21 additional extractions from the San Bernardino Basin Area for use
22 within the Santa Ana River Watershed, but not outside thereof, in
23 the following amounts:

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

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 1997, 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,
12 determined in proportion to their share of the safe yield of the
13 San Bernardino Basin Area. The replenishment obligations provided
14 in 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 1997, 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
27 to WESTERN hereunder. Such water shall be pumped and delivered
28 through the facilities of the City of Riverside, and shall not

1 be charged as an additional extraction against the City, but shall
2 reduce the amount otherwise available under Paragraph 5.

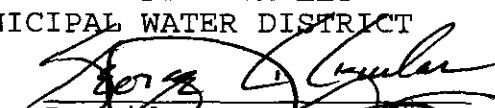
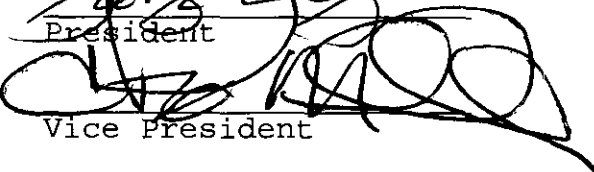
3 7. Use in Calendar Year 1997 Only.

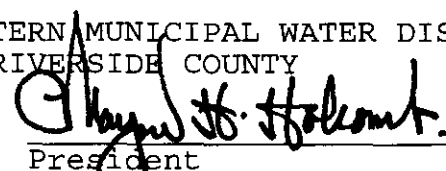
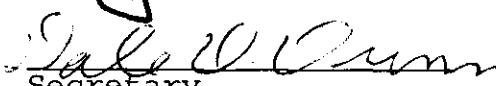
4 Additional extractions are permitted hereunder for 1997
5 only. If not made in full or in part in 1997, they do not carry
6 forward or give rights to make any additional extractions in
7 future years.

8 8. Other Terms and Conditions.

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

13 DATED: February 19, 1997

14 SAN BERNARDINO VALLEY
15 MUNICIPAL WATER DISTRICT
16 By: 
President
17 By: 
Vice President

19 WESTERN MUNICIPAL WATER DISTRICT
20 OF RIVERSIDE COUNTY
21 By: 
President
22 By: 
Secretary

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LAW OFFICES OF
JAMES W. DILWORTH
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BUILDING 400, SUITE 409
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AREA CODE 909
TELEPHONE 682-7930
FAX: 682-1206

April 30, 1997

Robert L. Reiter
Assistant General Manager
San Bernardino Valley
Municipal Water District
P O Box 5906
San Bernardino CA 92412

Dear Bob:

I enclose copy of the Order on the Tenth Amendment to the Western Judgment for your files.

I am not sure why it is labeled an "Amended Order" but it may be that it was necessary to correct an earlier version with some sort of typo in it. This version appears to follow the form of last year's Order without any significant deviation.

Very truly yours,



JAMES W. DILWORTH

JWD:aer
encl.

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Attorneys for Defendant
San Bernardino Valley Municipal Water District

EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103

CONSOLIDATED SUPERIOR/MUNICIPAL COURTS
COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER)
DISTRICT, et al.,)

Plaintiffs,)

v.)

EAST SAN BERNARDINO COUNTY)
WATER DISTRICT, et al.,)

Defendants.)

Case No. 78426

NOTICE OF ENTRY OF ORDER
APPROVING THE TENTH AMENDMENT
TO THE AGREEMENT REGARDING
ADDITIONAL EXTRACTIONS FROM THE
SAN BERNARDINO BASIN AREA

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TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on April 21, 1997 this Court entered an order approving an agreement entitled "Tenth Amendment to Agreement Regarding Additional Extractions From the San Bernardino Basin Area" and authorizing temporary additional groundwater extractions in the above-entitled action. A copy of the order is attached as Exhibit A.

DATED: April 25, 1997.

BEST BEST & KRIEGER LLP

By: Michelle Ouellette
Anne T. Thomas
Michelle Ouellette
Attorneys for Plaintiff
Western Municipal Water District

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Rec'd DL
APR 10 1997

APR 16 1997 REC'D

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EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103

FILED
RIVERSIDE COUNTY

APR 21 1997

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7 Attorneys for Plaintiff
8 Western Municipal Water District
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ARTHUR A. SANS, Clerk
D. Griffen
D. Griffen

14 Attorneys for Defendant
15 San Bernardino Valley Municipal Water District

16 CONSOLIDATED SUPERIOR/MUNICIPAL COURTS
17 COUNTY OF RIVERSIDE

18 WESTERN MUNICIPAL WATER)
19 DISTRICT, et al.,)
20 Plaintiffs,)
21 v.)
22 EAST SAN BERNARDINO COUNTY)
23 WATER DISTRICT, et al.,)
24 Defendants.)

Case No. 78426
AMENDED ORDER APPROVING THE
TENTH AMENDMENT TO THE
AGREEMENT REGARDING ADDITIONAL
EXTRACTIONS FROM THE SAN
BERNARDINO BASIN AREA

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1 The joint motion of plaintiff Western Municipal Water District of Riverside County and
2 defendant San Bernardino Valley Municipal Water District for issuance of an order approving an
3 agreement entitled "Tenth Amendment to Agreement Regarding Additional Extractions from the San
4 Bernardino Basin Area," dated February 19, 1997, executed by Western Municipal Water District and
5 San Bernardino Valley Municipal Water District ("Tenth Amendment") and authorizing temporary
6 additional groundwater extractions from the San Bernardino Basin area for the year ending
7 December 31, 1997, came on regularly for hearing on April 14, 1997. Michelle Ouellette for Best
8 Best & Krieger LLP appeared for plaintiff Western Municipal Water District of Riverside County
9 ("Western"), and James W. Dilworth appeared for defendant San Bernardino Valley Municipal Water
10 District ("Valley").

11
12 Pursuant to the Court's continuing jurisdiction and good cause having been shown,

13
14 IT IS ORDERED that the motion be granted to approve the Tenth Amendment, and to
15 authorize temporary, additional extractions from the San Bernardino Basin area as follows:

16
17 1. As used herein, the term "additional extractions" means any extractions of water by the
18 plaintiffs in the action described in Paragraph 2. on page 1 of the December 22, 1981 Agreement in
19 excess of the amount permitted by the Judgment in such action dated April 17, 1969 ("the Judgment");
20 and with respect to entities other than the plaintiffs in such action, the term means any extractions of
21 water in excess of the total amount of water that can be produced without any replenishment obliga-
22 tion.

23
24 2. Paragraph 1 on page 1 of the December 22, 1981 Agreement is amended to read as
25 follows: A period of dry years and efforts to increase pumping in the high water table area reduced
26 water levels somewhat after 1985, but above average rainfall in recent years has caused significant
27 increases in water levels in the pressure zone. In the pressure zone area near the San Jacinto Fault,
28 a localized condition of elevated water levels continues, along with a need for further dewatering

1 measures.

2
3 3. It is agreed that there is an existing temporary surplus of natural groundwater supply
4 in the artesian zone of the San Bernardino Basin Area, and that it is in the public interest and in the
5 interest of groundwater resources management that the production of water therefrom be increased
6 during the calendar year 1997 by up to 25,000 acre feet of additional extractions.

7
8 4. During the calendar year 1997, the plaintiffs may make additional extractions from the
9 San Bernardino Basin area for use within the Santa Ana River Watershed, but not outside thereof, in
10 the following amounts:

11		
12	City of Riverside	5,622 acre feet
13	Riverside Highland Water Co.	463 acre feet
14	Aqua Mansa and Meeks & Daley Water Companies	844 acre feet
15		
16	Regents of University of California	58 acre feet
17		

18 The foregoing amounts represent their respective shares of the total 25,000 acre feet of
19 additional extractions, allocated in proportion to their shares of the safe yield of the San Bernardino
20 Basin area. Valley will make no charge for these additional extractions by plaintiffs.

21
22 5. During calendar year 1997, entities other than the plaintiffs may make additional
23 extractions from the San Bernardino Basin area in the amount of 18,013 acre feet, which is their share
24 of the total 25,000 acre feet of additional extractions, determined in proportion to their share of the
25 safe yield of the San Bernardino Basin area. The replenishment obligations provided in Paragraph X
26 of the Judgment shall not apply to such additional extractions, irrespective of the place of use of such
27 water, provided that such water may not be exported outside the Santa Ana River Watershed.

28

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6. During the calendar year 1997, Western may take delivery of additional extractions of water provided for in Paragraph 5 hereof for use in meeting Western's obligations under the terms of its May 22, 1991 exchange agreement with the Orange County Water District, or for direct delivery or exchange of water used by commercial agriculture within Western in areas where little or no groundwater is available for irrigation purposes. Western shall pay to Valley fifteen dollars (\$15) per acre foot for any water delivered to Western hereunder. Such water shall be pumped and delivered through the facilities of the City of Riverside, and shall not be charged as an additional extraction against the City, but shall reduce the amount otherwise available under Paragraph 5.

7. Additional extractions are permitted hereunder for 1997 only. If not made in full or in part in 1997, they do not carry forward or give rights to make any additional extractions in future years.

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

DATED: April 21, 1997

Charles J. Field
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to
3 the within action. My business address is Best Best & Krieger LLP, 3750 University Avenue, Suite
400, Riverside, California 92501. On April 25, 1997, I served the within documents:

4 **NOTICE OF ENTRY OF ORDER APPROVING THE TENTH AMENDMENT TO
5 THE AGREEMENT REGARDING ADDITIONAL EXTRACTIONS FROM THE
6 SAN BERNARDINO BASIN AREA**

6 by transmitting via facsimile the document(s) listed above to the fax number(s)
7 set forth below on this date before 5:00 p.m.

8 by placing the document(s) listed above in a sealed envelope with postage
9 thereon fully prepaid, in the United States mail at Riverside, California
addressed as set forth below.

10 by causing personal delivery by _____ of the document(s) listed above
11 to the person(s) at the address(es) set forth below.

12 by personally delivering the document(s) listed above to the person(s) at the
address(es) set forth below.

13 Stan Yamamoto, City Attorney
14 CITY OF RIVERSIDE
15 3900 Main Street
Riverside, CA 92501

Attorneys for City of Riverside for itself and
a successor in interest to Gage Canal Company

16 OFFICE OF GENERAL COUNSEL
17 University of California
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Berkeley, CA 94720

Attorneys for Regents of University of California

18 Joe Aklufi
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Meeks & Daley Water Company

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23 William J. Brunick
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25 James W. Dilworth, Esq.
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Attorney for Defendant San Bernardino Valley
Municipal Water District

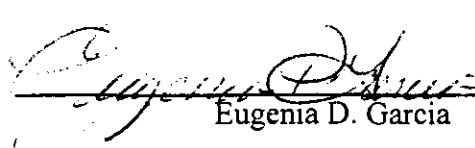
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 25, 1997, at Riverside, California.


Eugenia D. Garcia

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