



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 1998.

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 1998 by up to 25,000 acre feet of additional extractions.

19           4.   Additional Extractions by Plaintiffs.

20           During the calendar year 1998, 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 1998, 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 1998, 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 1998 Only.

4 Additional extractions are permitted hereunder for 1998  
5 only. If not made in full or in part in 1998, 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 Eleventh Amendment supersedes Paragraph 2 on page 4  
10 of the December 22, 1981 Agreement and any prior amendments  
11 thereto or provisions thereof which are in conflict with this  
12 Amendment. All other provisions of the 1981 Agreement shall  
13 remain in effect.

14 DATED: MARCH 18, 1998

15 SAN BERNARDINO VALLEY  
16 MUNICIPAL WATER DISTRICT

17 By: George C. Gaylor  
President

18 By: Margaret C. Wright  
19 Secretary

20 WESTERN MUNICIPAL WATER DISTRICT  
21 OF RIVERSIDE COUNTY

22 By: Alayne H. Falconer  
President

23 By: Walter J. Quinn  
24 Secretary

25  
26  
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