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AGREEMENT FOR TEMPORARY ADDITIONAL EXTRACTIONS  
FROM THE SAN BERNARDINO BASIN AREA

BETWEEN

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

AND

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

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3 AGREEMENT FOR TEMPORARY ADDITIONAL EXTRACTIONS  
4 FROM THE SAN BERNARDINO BASIN AREA

5 AGREEMENT made this 19<sup>th</sup> day of October,  
6 1983, 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 "Western").

9  
10 RECITALS

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12 1. Valley District and Western are parties to the  
13 Judgment entered April 17, 1969, in the case entitled "Western  
14 Municipal Water District of Riverside County vs. East San Bernardino  
15 County Water District, et al.," Riverside Superior Court No. 78426  
16 (hereinafter called the "Western Judgment"). The Judgment limits the  
17 amount of water that can be exported from the San Bernardino Basin  
18 Area for use within Western. It further limits the extractions that  
19 can be made for use within Valley District without providing imported  
20 water for replenishment. However, Paragraph VI (b) 6 of the Western  
21 Judgment also allows the Valley District and Western to enter into  
22 agreements for additional extractions as provided therein.

23  
24 2. Under the Western Judgment, the Court also has  
25 continuing jurisdiction to provide for increases or decreases in the  
26 extractions of any particular party because of emergency  
27 requirements, and also to exercise continuing authority over other  
28 matters not specifically set forth in the Judgment but which might

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1 occur in the future and would be of benefit to the parties in the  
2 utilization of the surface and groundwater supply described in the  
3 Judgment, provided that any such action may not be inconsistent with  
4 the respective rights of the parties.

5

6           3.       Recently the groundwater levels in the artesian zone  
7 of the San Bernardino Basin Area have risen to, or nearly to, the  
8 surface of the ground. Pressure has been restored to the artesian  
9 zone, resulting in a reoccurrence of rising water and causing a  
10 number of wells to flow without pumping.

11

12           4.       The increase of natural groundwater in the Basin and  
13 the high groundwater table have resulted primarily from several  
14 extremely wet years, coupled with the fact that extractions for use  
15 within the Valley District have been less than amounts permitted  
16 without replenishment under the Western Judgment.

17

18           5.       The reoccurrence of the high groundwater table is  
19 causing flooding in the basements of certain buildings, and has  
20 caused damage to buildings, pavement and sewer lines. Moreover, the  
21 San Bernardino Basin Area is located between the San Andreas Fault on  
22 the north and the San Jacinto Fault on the south. The high water  
23 table area is immediately adjacent to the San Jacinto Fault, which is  
24 an active earthquake fault. Several multi-story structures and a  
25 major freeway interchange have been constructed in this area, and an  
26 earthquake could cause the saturated foundation materials to liquefy.  
27 Thus risk of major structural failure in the area due to earthquake  
28 is substantially increased by the high groundwater table.

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6. The rising water and flowing wells also contribute to the waste of water through increased evapotranspiration losses, and the loss of water from the Basin. This high groundwater table should be lowered in order to promote groundwater resources management, to protect life and property in the area, and to make efficient use of the water and benefit Basin users.

7. This Agreement relates only to the natural water supply of the San Bernardino Basin Area. No water imported from the State Water Project is involved.

COVENANTS

Based upon the foregoing facts and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

8. Amount of Water Subject to Temporary Additional Extractions. The amount of groundwater in the artesian zone of the San Bernardino Basin Area subject to temporary additional extractions (hereinafter called "additional water") is in addition to any extractions made under the agreements described in Paragraph 17 and in addition to the extractions permitted without replenishment under the Western Judgment. Such additional water needs to be removed in order to lower the groundwater table in the area to acceptable levels. Additional water may be extracted during a six-year period commencing in 1983 at annual amounts determined jointly by the parties hereto, but not to exceed 40,000 acre-feet in any calendar

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1 year. The amount of such additional water declared available in any  
2 calendar year shall exclude the amount provided for in the agreements  
3 described in Paragraph 17. The time or times of year for declaring  
4 additional water available, and any matters related thereto, shall be  
5 established jointly by the parties hereto. Arrangements for the  
6 actual extraction of such additional water shall be under the  
7 direction of Valley District. Extraction and transportation of the  
8 water may be accomplished through the facilities of any existing  
9 company, city, district or other agency within Western or Valley  
10 District. Extractions permitted under this Agreement shall be in  
11 addition to those allowed from the San Bernardino Basin Area under  
12 the Western Judgment, and in the case of the Valley District, in  
13 addition to the amounts which may be extracted therefrom without  
14 replenishment obligation. Any additional water declared available  
15 but not pumped in any given year shall not be carried over to the  
16 following year.

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1           9.     Monitoring Wells. The following wells have been  
2 selected to monitor groundwater levels within the area shown upon  
3 Exhibit A:

4	<u>Well Name</u>	<u>State Well Number</u>	<u>Minimum Water Level</u>	<u>Ground Surface Elevation</u>
5	A.R.Trailer Ct.	1S4W11H01	975 feet MSL	1051 feet MSL
6	Mecham	1N4W35L02	975 feet MSL	1129 feet MSL
7	Mill & D St.	1S4W10N06	960 feet MSL	1001 feet MSL
8	EVWD Well 11A	1S4W02Q05	970 feet MSL	1055 feet MSL
9	16th & Sierra Way	1N4W34G03	980 feet MSL	1136 feet MSL

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12 The parties shall take such water level measurements in these wells  
13 as may be necessary to properly administer this Agreement. An  
14 average yearly water level shall be determined for each of these five  
15 wells, based upon the monthly averages for each such well. In the  
16 event that: (1) the yearly average in any three of the five wells  
17 should fall below the minimum water levels provided in this  
18 Paragraph; or (2) the yearly average in any three of the five wells  
19 should drop more than 15 feet in any year; then no further additional  
20 water shall be extracted, and the provisions of this Agreement shall  
21 be suspended. Extractions of additional water may be resumed in any  
22 subsequent calendar year if in such year there is no violation of the  
23 criteria set forth herein.

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Temporary Additional Extractions Agreement

1           10.    Allocation of Additional Water Benefits.  It is  
2 anticipated that most of the additional water extracted will be sold.  
3 The net proceeds from any such sales shall be allocated in accordance  
4 with the rights in the Western Judgment as follows:

5	Valley District, on behalf of users therein	72.05%
6	City of Riverside	22.49%
7	Agua Mansa Water Company and Meeks & Daley Water Company	3.38%
8	Riverside Highland Water Company	1.85%
9	The Regents of the University of California	0.23%

10  
11 The Plaintiffs in the Western Judgment shall have the option of  
12 foregoing their respective shares of the net proceeds of sale, and  
13 instead may take their percentage, as shown above, of such additional  
14 water for their own use or for transfer among themselves, but not for  
15 sale to others.  Amounts not taken by such Plaintiffs in any calendar  
16 year shall be lost, and may not be carried forward to the next year.  
17 Plaintiffs shall not be entitled to take any additional water under  
18 this Paragraph until they have fully exercised their respective  
19 rights under the Western Judgment.

20  
21           11.    Place of Use.  Notwithstanding any provision in the  
22 Western Judgment, additional water may be used, and sold for use,  
23 anywhere within the Santa Ana River Watershed.  The replenishment  
24 obligations provided in Paragraph X of the Western Judgment shall not  
25 apply to the use of additional water, irrespective of its place of  
26 use.

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Temporary Additional Extractions Agreement

1           12.   Place of Extraction. In order to produce the maximum  
2 impact upon high groundwater levels, additional water may be  
3 extracted only from the area shown upon the plat attached hereto as  
4 Exhibit A.

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6           13.   Certification. Each entity which pumps water from the  
7 area where additional water may be extracted shall certify to the  
8 Watermaster Committee under the Western Judgment the total amount of  
9 its pumping from such area. It shall further indicate how much of  
10 its pumping, if any, constitutes additional water, whether pumped for  
11 its own use, or for sale pursuant to this Agreement. The final  
12 determination of the extractions which shall be attributed to and  
13 identified as additional water shall be made by the Watermaster  
14 Committee. Such Committee shall prepare an accounting of the  
15 extraction, use and sale of all additional water, and shall include  
16 such accounting in its annual report to the court.

17  
18           14.   Sale of Additional Water. All sales of additional  
19 water shall be made by the Valley District and Western, at a uniform  
20 price to be set from time to time by agreement between the Valley  
21 District and Western, except as provided in the prior agreements  
22 described in Paragraph 17. Valley District and Western shall make  
23 such rules and regulations as may be required in order to implement  
24 the provisions of this Paragraph. Necessary administrative expenses  
25 incurred by them, as well as all extraction and transportation costs,  
26 shall be deducted from sales revenues.



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1           15.   Use of Valley District Net Sale Proceeds. The use of  
2 the net proceeds of sale of additional water allocated to the Valley  
3 District hereunder shall be determined by the Valley District, and  
4 Western shall take no part in such decisions.

5  
6           16.   Limitation Upon Acquisition of Rights. This Agreement  
7 is not intended to and shall not change or affect any provision of  
8 the Western Judgment, or any rights or obligations granted or imposed  
9 thereunder, and shall not create any new rights to extract  
10 groundwater from the San Bernardino Basin Area, except for the  
11 temporary extraction of additional water as provided herein. Neither  
12 of the parties hereto, nor anyone making extractions pursuant to this  
13 Agreement, or purchasing or using additional water, shall claim or  
14 acquire any new or added rights, or any continuing right, to extract  
15 or export water from the San Bernardino Basin Area. The parties  
16 hereto shall require any person extracting or purchasing water  
17 pursuant to this Agreement, or in the case of the Plaintiffs under  
18 the Western Judgment, taking additional water in lieu of  
19 participating in the proceeds of sales, to specifically agree to be  
20 bound by the foregoing terms (as well as the remaining provisions of  
21 this Agreement) and to waive any claim to establish rights to water  
22 arising from the extraction of additional water as contemplated  
23 herein, and the parties shall insert provisions to that effect in any  
24 agreement entered into with others to implement this Agreement.  
25 Nothing herein shall affect the right of any party to seek a  
26 redetermination of the safe yield under the Western Judgment,  
27 provided that the provisions of this Agreement and the effect of any  
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1 extractions of additional water made hereunder shall be taken into  
2 account in connection with any such redetermination.

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4 17. Prior Agreements. Three prior agreements relate to  
5 additional extractions from the San Bernardino Basin Area. These  
6 agreements are all dated December 22, 1981, and are between: (1) the  
7 parties hereto; (2) the Valley District, the City of San Bernardino  
8 and the City of Riverside; and (3) the Valley District and the City  
9 of San Bernardino. The City of Riverside may extract its full  
10 entitlement allowed under these said prior agreements and it shall  
11 pay for such water pursuant to the terms and conditions of these said  
12 prior agreements and not according to the uniform rate set by Valley  
13 District and Western per this Agreement. Extractions made pursuant  
14 to the prior agreements shall not be accounted for under the terms of  
15 this Agreement. Nothing herein shall prevent the City of Riverside  
16 or any of the Plaintiffs in the Western Judgment from purchasing  
17 additional water pursuant to Paragraph 14 of this Agreement.

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19 18. Approval of Court. This Agreement shall be subject to  
20 the approval of the Court under its continuing jurisdiction in the  
21 case of "Western Municipal Water District of Riverside County, et al.  
22 vs. East San Bernardino County Water District, et al.," Riverside  
23 Superior Court No. 78426.

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25 19. Orange County Judgment. Implementation of this  
26 Agreement may also require modification of the Judgment in OCWD vs.  
27 City of Chino, et al., Orange County Superior Court No. 117628. If  
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Temporary Additional Extractions Agreement

1 necessary, Western and Valley District will jointly undertake the  
2 appropriate proceedings.

3

4 IN WITNESS HEREOF the parties have executed this Agreement  
5 for Temporary Extractions from the San Bernardino Area as of the date  
6 indicated above.

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SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

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By: Le Roy Holmes  
President

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ATTEST:

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Wm. K. ...  
Secretary

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APPROVAL AS TO FORM  
AND EXECUTION

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Arthur C. Littleworth  
General Counsel

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WESTERN MUNICIPAL WATER DISTRICT  
OF RIVERSIDE COUNTY

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By: Richard D. ...  
President

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ATTEST:

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August H. ...  
Secretary

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APPROVAL AS TO FORM  
AND EXECUTION

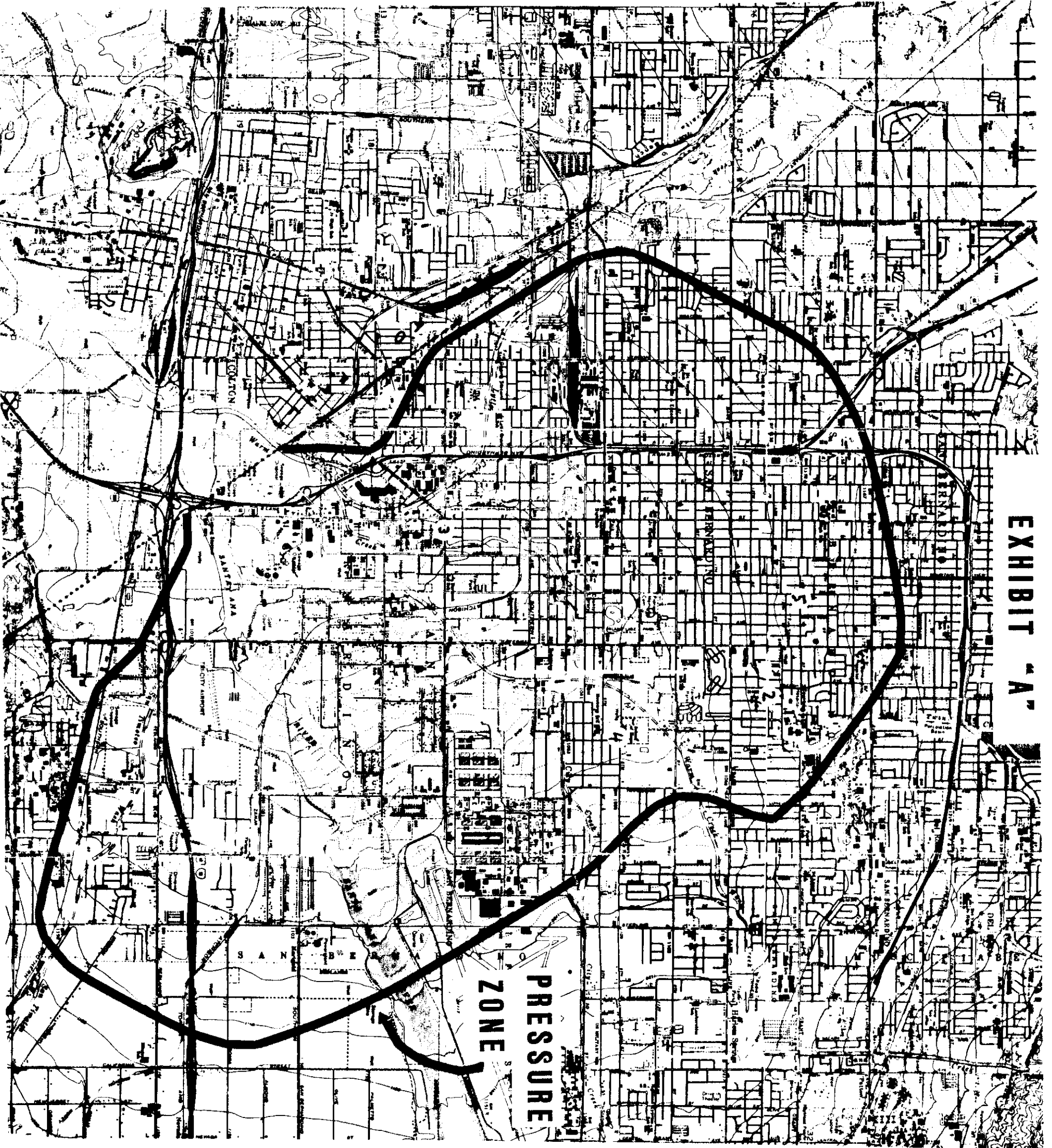
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Arthur C. Littleworth  
General Counsel

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**EXHIBIT "A"**



Monitoring Wells

1. A. R. Trailer Court
2. Mecham
3. Mill and D Street
4. EVD Well 11 A
5. 16 th & Sierra Way