

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

3 This Ninth 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,
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 1996 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;
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
28

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 1996.

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 1996 by up to 25,000 acre feet of additional extractions.

19 4. Additional Extractions by Plaintiffs.

20 During the calendar year 1996, 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 1996, 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 1996, 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 1996 Only.

4 Additional extractions are permitted hereunder for 1996
5 only. If not made in full or in part in 1996, 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 Ninth 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: March 6, 1996

14 SAN BERNARDINO VALLEY
15 MUNICIPAL WATER DISTRICT

16 By: *George C. Smith*
President

17 By: *Margaret Wright*
18 Secretary

19 WESTERN MUNICIPAL WATER DISTRICT
20 OF RIVERSIDE COUNTY

21 By: *Wayne Deeth*
President

22 By: *Elizabeth L. Cannon*
23 Secretary