

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

18  
19 WESTERN MUNICIPAL WATER DISTRICT  
20 OF RIVERSIDE COUNTY

21 By:   
President

22 By:   
Secretary



LAW OFFICES OF  
JAMES W. DILWORTH  
5225 CANYON CREST DRIVE  
BUILDING 400, SUITE 409  
RIVERSIDE, CALIFORNIA 92507

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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Anne T. Thomas, Bar No. 083074  
Michelle Ouellette, Bar No. 145191  
BEST BEST & KRIEGER LLP  
3750 University Avenue, Suite 400  
Riverside, CA 92502-1028  
Telephone: (909) 686-1450

Attorneys for Plaintiff  
Western Municipal Water District

JAMES W. DILWORTH, Bar No. 30875  
5225 Canyon Crest Drive  
Building 400, Suite 409  
Riverside, CA 92507  
Telephone: (909) 682-7930

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
400 MISSION SQUARE  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502





REC'D  
APR 10 1997

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Anne T. Thomas, Bar No. 083074  
Michelle Ouellette, Bar No. 145191  
BEST BEST & KRIEGER LLP  
3750 University Avenue, Suite 400  
Riverside, CA 92502-1028  
Telephone: (909) 686-1450

EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103

Attorneys for Plaintiff  
Western Municipal Water District

FILED  
RIVERSIDE COUNTY

APR 21 1997

DL

JAMES W. DILWORTH, Bar No. 30875  
5225 Canyon Crest Drive  
Building 400, Suite 409  
Riverside, CA 92507  
Telephone: (909) 682-7930

ARTHUR A. SMS, Clerk

D. Shiffen

D. GRIFFIN  
CLERK

Attorneys for Defendant  
San Bernardino Valley Municipal Water District

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  
AMENDED ORDER APPROVING THE  
TENTH AMENDMENT TO THE  
AGREEMENT REGARDING ADDITIONAL  
EXTRACTIONS FROM THE SAN  
BERNARDINO BASIN AREA

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

12  
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	
15	Water Companies	844 acre feet
16	Regents of University of	
17	California	58 acre feet

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

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
400 MISSION SQUARE  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
400 MISSION SQUARE  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to 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:

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

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California addressed as set forth below.
- by causing personal delivery by \_\_\_\_\_ of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

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

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

OFFICE OF GENERAL COUNSEL  
University of California  
2200 University Avenue  
Berkeley, CA 94720

Attorneys for Regents of University of California

Joe Aklufi  
AKLUFU and WYSOCKI  
3403 Tenth Street  
Riverside, CA 92501

Attorneys for Agua Mansa Water Company and Meeks & Daley Water Company

Gregory K. Wilkinson  
BEST BEST & KRIEGER LLP  
P.O. Box 1028  
Riverside, CA 92502-1028

Attorneys for Riverside Highland Water Company

William J. Brunick  
BRUNICK, ALVAREZ & BATTERSBY  
P.O. Box 6425  
San Bernardino, CA 92412

Attorneys for East Valley Municipal Water District

James W. Dilworth, Esq.  
5225 Canyon Crest Drive  
Building 400, Suite 409  
Riverside, CA 92507

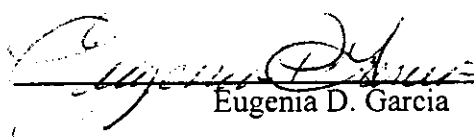
Attorney for Defendant San Bernardino Valley Municipal Water District

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
400 MISSION SQUARE  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502