

1 action, the term means any extractions of water in excess of the
2 total amount of water that can be produced without any
3 replenishment obligation.

4 2. Temporary Surplus.

5 It is agreed that there is an existing temporary surplus of
6 natural groundwater supply in the artesian zone of the San
7 Bernardino Basin Area; that in the Pressure Zone near the San
8 Jacinto Fault, a localized condition of elevated water levels
9 exists; that there is a need for dewatering measures in the area;
10 and that it is in the public interest and in the interest of sound
11 groundwater resources management that production of water from
12 such area be increased as provided herein.

13 3. Additional Extractions by Plaintiffs.

14 During the calendar year 1999, the plaintiffs may make
15 additional extractions from the San Bernardino Basin Area for use
16 within Western in the aggregate amount of 10,000 acre-feet. Such
17 total amount shall be allocated among the plaintiffs as follows:

18	City of Riverside	8047 AF
19	Meeks & Daley Water Co.	1209 AF
20	Riverside Highland Water Co.	662 AF
21	Regents of University of California	82 AF

22 Provided, that in the Watermaster's accounting, pumping by any
23 plaintiff in excess of its allocation may be offset by
24 underpumping of additional extractions by one or more of the other
25 plaintiffs, so long as the aggregate additional pumping by all
26 plaintiffs does not exceed 10,000 acre-feet. The individual
27 allocations are in proportion to plaintiffs' respective shares of
28 the safe yield of the San Bernardino Basin Area.

1 4. Additional Extractions by Entities Other than
2 Plaintiffs.

3 During the calendar year 1999, entities other than the
4 plaintiffs under the Western Judgment may make additional
5 extractions (i.e., in excess of a total of 167,238 acre-feet) from
6 the San Bernardino Basin Area for use in San Bernardino County
7 without any replenishment obligation under Paragraph VI(c) of the
8 Western Judgment.

9 5. Paragraph X Replenishment. The replenishment
10 obligations provided in Paragraph X of the Western Judgment shall
11 not apply to additional extractions, irrespective of the place of
12 use of such water, provided that no water can be exported from the
13 Santa Ana River Watershed.

14 6. Use in Calendar Year 1999 Only.

15 Additional extractions are permitted hereunder for 1999 only.
16 If not made in full or in part in 1999, they do not carry forward
17 or give rights to make any additional extractions in future years.

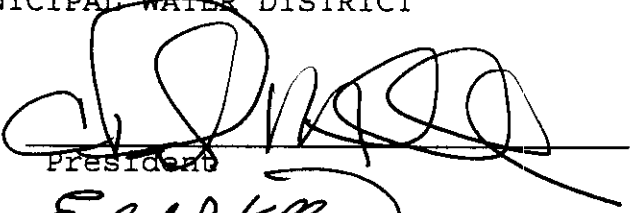
18 7. Other Terms and Conditions.

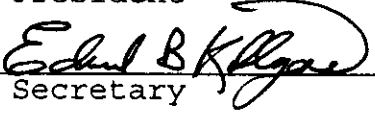
19 This Thirteenth Amendment supersedes Paragraph 2 on page 4 of
20 the December 22, 1981 Agreement, and any prior amendments thereto
21 or provisions thereof which are in conflict with this Amendment.
22 All other provisions of the 1981 Agreement shall remain in effect.
23 Extractions made under this Amendment are in addition to those
24 authorized under the Twelfth Amendment for delivery of water to
25 the Orange County Water District.
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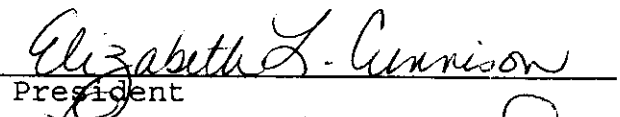
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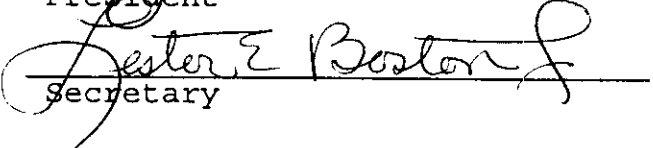
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By: 
President

By: 
Secretary

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

By: 
President

By: 
Secretary