

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

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4 This Fifteenth Amendment to Agreement Regarding
5 Additional Extractions from The San Bernardino Basin Area is
6 entered into between the San Bernardino Valley Municipal Water
7 District, hereinafter called "VALLEY DISTRICT", and the Western
8 Municipal Water District of Riverside County, hereinafter called
9 "WESTERN".

10 **R E C I T A L S**

11 On December 22, 1981, the parties hereto entered into an
12 Agreement providing for additional extractions from the San
13 Bernardino Basin Area by or on behalf of the City of Riverside,
14 and by later amendment also the Riverside Highland Water Company,
15 upon the terms and conditions specified therein. Paragraph 8 of
16 said Agreement provides that it may be amended with mutual consent
17 of the parties in writing, and the parties desire now to further
18 amend said Agreement to provide for increased extractions for the
19 calendar year 2000 only.

20 **A G R E E M E N T**

21 NOW, THEREFORE, IT IS AGREED by and between the parties
22 hereto as follows:
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1 1. Definition of Additional Extractions.

2 As used herein, the term "additional extractions" means any
3 extractions of water by the plaintiffs in the action described in
4 Paragraph 2, on page 1 of the December 22, 1981 Agreement in
5 excess of the amounts permitted by the Judgment in such action;
6 and with respect to entities other than the plaintiffs in such
7 action, the term means any extractions of water in excess of the
8 total amount of water that can be produced without any
9 replenishment obligation.

10 2. Temporary Surplus.

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

19 3. Additional Extractions by Plaintiffs.

20 During the calendar year 2000, the plaintiffs may make
21 additional extractions from the San Bernardino Basin Area for use
22 within Western in the aggregate amount of 10,000 acre-feet. Such
23 total amount shall be allocated among the plaintiffs as follows:

24	City of Riverside	8,047 AF
25	Meeks & Daley Water Co.	1,209 AF
26	Riverside Highland Water Co.	662 AF
27	Regents of University of California	82 AF

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

8 4. Additional Extractions by Entities Other than
9 Plaintiffs.

10 During the calendar year 2000, entities other than the
11 plaintiffs may make additional extractions from the San Bernardino
12 Basin Area in the amount of 25,778 acre feet, which is their share
13 of the total 35,778 acre feet of additional extractions,
14 determined in proportion to their share of the safe yield of the
15 San Bernardino Basin Area. The replenishment obligations provided
16 in Paragraph X of the Western Judgment shall not apply to such
17 additional extractions, irrespective of the place of use of such
18 water, provided that such water may not be exported outside the
19 Santa Ana River Watershed.

20 5. Paragraphs V and VI Plaintiff Service Area Delivery
21 Limitations and Paragraph X Replenishment. The service area
22 delivery limitations provided in Paragraphs V and VI of the
23 Western Judgment shall not apply to Adjusted Right extractions
24 made during periods covered by this, or any prior, amendment to
25 the 1981 Agreement. The replenishment obligations provided in
26 Paragraph X of the Western Judgment shall not apply to Adjusted
27 Right or additional extractions, irrespective of the place of use
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1 of such water, provided that no water can be exported from the
2 Santa Ana River Watershed.

3 6. Use in Calendar Year 2000 Only.

4 Additional extractions are permitted hereunder for 2000 only.
5 If not made in full or in part in 2000, they do not carry forward
6 or give rights to make any additional extractions in future years.

7 7. Other Terms and Conditions.

8 This Fifteenth Amendment supersedes Paragraph 2 on page 4 of
9 the December 22, 1981 Agreement, and any prior amendments thereto
10 or provisions thereof which are in conflict with this Amendment.
11 All other provisions of the 1981 Agreement shall remain in effect.
12 Extractions made under this Amendment are in addition to those
13 authorized under the Fourteenth Amendment for delivery of water to
14 the Orange County Water District.

15 DATED: August 16, 2000.

17 SAN BERNARDINO VALLEY
18 MUNICIPAL WATER DISTRICT

19 By: 
20 President

21 By: Edward B Kelga
22 Secretary

23 WESTERN MUNICIPAL WATER DISTRICT
24 OF RIVERSIDE COUNTY

25 By: Elizabeth Curran
26 President

27 By: Peter E Bostonof
28 Secretary