

**2020 IRUWMP**

**Part 3**

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**Regional  
Supporting  
Information**



## A: Resolutions

## B: Agreements

# Appendix B - Agreements

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1. Orange County Judgment
2. Western Judgment
3. 1961 Rialto Basin Decree
4. Rialto Basin Groundwater Council Agreement
5. Seven Oaks Accord
6. Lytle Creek Judgement
7. 1996 In-Lieu Agreement Valley District and Big Bear Municipal Water District
8. Surplus Water Sale Agreement – Valley District and SGPWA 2018
9. Four Party Implementation Agreement and Amendments
10. Agreement Between OCWD City of Riverside Concerning Water Rights
11. Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin (Exchange Plan)
12. San Bernardino Basin Groundwater Council Framework
13. MOU Between and SBCFCD and SBVWCD
14. Fully Executed Settlement Agreement and Amendments with Quick Guide (Rialto Basin Settlement agreement)
15. Agreement Relating to the Diversion of Water from the Santa Ana River System Among Western Municipal Water District of Riverside County, Valley District and City of Riverside (LF 2151)
16. Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin– January 2008 (LF2181)
17. San Bernardino Valley Municipal Water District and Crestline-Lake Arrowhead Water Agency Demonstration Project Water Exchange Agreement-November 2008 (LF 2206)
18. Understanding Agreement Regarding the Contribution to Replenishment and Deliveries– September 2009 (LF2255)
19. Permit for Diversion and Use of Water – Valley District and Western (LF 2276)
20. Agreement between Kern Delta Water District and the San Bernardino Valley Municipal Water District for a Water Management Program-October 2011 (LF 2327)
21. Agreement to Develop and Operate Enhanced Recharge Facilities between the Conservation District, Valley District and Western -October 2012 (LF 2382)
22. Agreement for the Cooperative Use of Unused Well Capacity, the Texas Grove Reservoir and the Central Feeder-April 2013 (LF 2392)
23. Agreement Regarding Additional Extractions of New Conservation Water from the San Bernardino Basin Area-July 2013 (LF 2402)
24. Planning Memorandum of Understanding between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District-July 2013 (LF 2404)
25. Amendment to Agreement to Form the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force-September 2013 (LF 2407)
26. Coordinated Operations Agreement between the San Bernardino Municipal Water Department and San Bernardino Valley Municipal Water District -September 2013 (LF 2415)

JUDGMENT

Base yrs - 26 yr  
34/35 → 59/60

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APR 17 1969  
W. E. ST JOHN, County Clerk  
*EB*  
Deputy

ENTERED IN  
JUDGMENT BOOK

No. 262 Page 303  
Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT, )  
 )  
Plaintiff, )  
 )  
v. . )  
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CITY OF CHINO, et al., )  
 )  
Defendants. )  
----- )  
CITY OF CHINO, et al., )  
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Cross-Complainants, )  
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v. )  
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CITY OF ANAHEIM, et al., )  
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Cross-Defendants. )  
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CORONA FOOTHILL LEMON COMPANY, et al., )  
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Cross-Complainants, )  
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v. )  
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CITY OF ANAHEIM, et al., )  
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Cross-Defendants. )  
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CITY OF POMONA, a municipal corporation, )  
 )  
Cross-Complainant, )  
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v. )  
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CITY OF ANAHEIM, et al., )  
 )  
Cross-Defendants. )

No. 117628  
JUDGMENT

1 CITY OF RIVERSIDE, et al., )  
2 Cross-Complainants, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6 \_\_\_\_\_ )  
7 BEAR VALLEY MUTUAL WATER COMPANY, et al., )  
8 Cross-Complainants, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
12 \_\_\_\_\_ )  
13 SAN BERNARDINO VALLEY MUNICIPAL WATER )  
14 DISTRICT, a municipal water district, )  
15 Cross-Complainant, )  
16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
19 \_\_\_\_\_ )  
20 EAST SAN BERNARDINO COUNTY WATER )  
21 DISTRICT, a county water district, )  
22 Cross-Complainant, )  
23 v. )  
24 CITY OF ANAHEIM, et al., )  
25 Cross-Defendants. )  
26 \_\_\_\_\_ )  
27 CITY OF SAN BERNARDINO, a municipal )  
28 corporation, )  
29 Cross-Complainant, )  
30 v. )  
31 CITY OF ANAHEIM, et al., )  
32 Cross-Defendants. )

1 CITY OF REDLANDS, a municipal corporation, )  
2 Cross-Complainant, )  
3 v. )  
4 CITY OF ANAHEIM, et al., )  
5 Cross-Defendants. )  
6 \_\_\_\_\_ )  
7 CITY OF COLTON, a municipal corporation, )  
8 Cross-Complainant, )  
9 v. )  
10 CITY OF ANAHEIM, et al., )  
11 Cross-Defendants. )  
12 \_\_\_\_\_ )  
13 SAN BERNARDINO VALLEY WATER CONSERVATION )  
14 DISTRICT, a water conservation district, )  
15 Cross-Complainant, )  
16 v. )  
17 CITY OF ANAHEIM, et al., )  
18 Cross-Defendants. )  
19 \_\_\_\_\_ )  
20 CITY OF RIALTO, a municipal corporation, )  
21 Cross-Complainant, )  
22 v. )  
23 CITY OF ANAHEIM, et al., )  
24 Cross-Defendants. )  
25 \_\_\_\_\_ )  
26 BIG BEAR MUNICIPAL WATER DISTRICT, a )  
27 municipal water district, )  
28 Cross-Complainant, )  
29 v. )  
30 CITY OF ANAHEIM, et al., )  
31 Cross-Defendants. )  
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TABLE OF CONTENTS

JUDGMENT

	<u>Page</u>
RECITALS . . . . .	6
a. Complaint . . . . .	6
b. Cross-complaints . . . . .	6
c. Physical and Legal Complexities . . . . .	6
d. Need for Physical Solution . . . . .	7
e. Parties . . . . .	7
f. Cooperation by Dismissed Parties . . . . .	7
DECREE . . . . .	7
1. Jurisdiction . . . . .	7
2. Exhibits . . . . .	7
3. Definitions . . . . .	10
4. Declaration of Rights . . . . .	10
5. Physical Solution . . . . .	11
(a) General Format . . . . .	11
(b) Obligation of SBVMWD . . . . .	11
(1) Minimum Annual Quantities . . . . .	12
(2) Adjustment for Quality . . . . .	12
(3) Periodic Reduction of Cumulative Debit . . . . .	12
(c) Obligation of CBMWD and WMWD . . . . .	12
(1) Minimum Annual Quantities . . . . .	13
(2) Adjustment for Quality . . . . .	13
(3) Periodic Reduction of Cumulative Debit . . . . .	13
(d) Inter-basin Export . . . . .	14
(e) Inter-basin Acquisition of Rights . . . . .	14
(f) Effective Date . . . . .	14
6. Prior Adjudications . . . . .	14
7. Watermaster . . . . .	15
(a) Composition, Nomination and Appointment . . . . .	15
(b) Watermaster Determinations . . . . .	16
(c) Annual Report . . . . .	16
(d) Watermaster Service Expenses . . . . .	16
8. Continuing Jurisdiction of the Court . . . . .	17
9. Notices . . . . .	17
10. Successors . . . . .	18
11. Future Actions . . . . .	18
12. Costs . . . . .	19

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EXHIBITS

Page

"A" -- Map entitled "Santa Ana River Watershed"

"B" -- Engineering Appendix

- 1. Measurements . . . . . 20
  - a. Change in Measuring Device or Location . . . . . 20
  - b. Erroneous Measurement . . . . . 20
  - c. Preliminary Records . . . . . 20
- 2. Determination of Flow Components . . . . . 20
- 3. Water Quality Determinations . . . . . 21
  - a. Procedure at Prado . . . . . 21
  - b. Procedure at Riverside Narrows . . . . . 22
- 4. Accounting . . . . . 22
  - a. Prado Accounting . . . . . 22
  - b. Riverside Narrows Accounting . . . . . 23

RECITALS

1  
2 a. Complaint. The complaint herein was filed on  
3 October 18, 1963, seeking an adjudication of water rights against  
4 substantially all water users in the area tributary to Prado Dam  
5 in the Santa Ana River Watershed.

6 b. Cross-Complaints. Thirteen cross-complaints were sub-  
7 sequently filed in the period of February 22 to March 22, 1968, by  
8 which said adjudication of rights was extended to substantially  
9 all water users within the Santa Ana River Watershed downstream  
10 from Prado Dam.

11 c. Physical and Legal Complexities. The physical and  
12 legal complexities of the case as framed by the complaint and  
13 cross-complaints are unprecedented. In excess of 4,000 individual  
14 parties have been served and the water supply and water rights of  
15 an entire stream system extending over 2,000 square miles and into  
16 four counties have been brought into issue. Every type and nature  
17 of water rights known to California law, excepting only Pueblo  
18 rights, is in issue in the case. Engineering studies by the  
19 parties jointly and severally leading toward adjudication of these  
20 rights or, in the alternative, to a physical solution, have re-  
21 quired the expenditure of over four years' time and many hundreds  
22 of thousands of dollars.

23 d. Need for Physical Solution. It is apparent to the  
24 parties and to the Court that development of a physical solution  
25 based upon a formula for inter-basin allocation of obligations and  
26 rights is in the best interests of all the parties and is in fur-  
27 therance of the water policy of the State. For purposes of such a  
28 physical solution, it is neither necessary nor helpful to define  
29 individual rights of all claimants within the watershed. Nontribu-  
30 tary supplemental sources of water are or will be available to the  
31 parties in quantities sufficient to assure implementation of a  
32 solution involving inter-basin allocation of the natural water

1 supply of the Santa Ana River system. Sufficient information and  
2 data of a general nature are known to formulate a reasonable and  
3 just allocation as between the major hydrologic sub-areas within  
4 the watershed, and such a physical solution will allow the public  
5 agencies and water users within each such major hydrologic sub-  
6 area to proceed with orderly water resource planning and develop-  
7 ment.

8 e. Parties. Orange County Water District, Chino Basin  
9 Municipal Water District, Western Municipal Water District of  
10 Riverside County and San Bernardino Valley Municipal Water District  
11 are public districts overlying, in the aggregate, substantially all  
12 of the major areas of water use within the watershed. Said dis-  
13 tricts have the statutory power and financial resources to imple-  
14 ment a physical solution. Accordingly, dismissals have been entered  
15 as to all defendants and cross-defendants other than said four pub-  
16 lic districts.

17 f. Cooperation by Dismissed Parties. As a condition of  
18 dismissal of said defendants and cross-defendants, certain of said  
19 parties have stipulated to cooperate and support the inter-basin  
20 water quality and water management objectives of the physical solu-  
21 tion and this Judgment.

22 DECREE

23 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. Jurisdiction. The Court has jurisdiction of the subject  
25 matter of this action and of the parties herein.

26 2. Exhibits. The following exhibits are attached to this  
27 Judgment and made a part hereof.

28 (a) Exhibit A -- map entitled "Santa Ana River  
29 Watershed", showing boundaries and other relevant  
30 features of the area subject to this Judgment.

31 (b) Exhibit B -- Engineering Appendix.

32 3. Definitions. As used in this Judgment, the following

1 terms shall have the meanings herein set forth:

2 (a) OCWD -- Orange County Water District,  
3 appearing and acting individually and in a represen-  
4 tative capacity for and on behalf of all riparian,  
5 overlying and other landowners, water users and in-  
6 habitants within said District pursuant to Subdivision  
7 of Section 2 of the Orange County Water District Act,  
8 as amended.

9 (b) CBMWD -- Chino Basin Municipal Water District,  
10 appearing and acting pursuant to Section 71751 of the  
11 California Water Code.

12 (c) WMWD -- Western Municipal Water District of  
13 Riverside County, appearing and acting pursuant to  
14 said Section 71751.

15 (d) SBVMWD -- San Bernardino Valley Municipal Water  
16 District, appearing and acting pursuant to said Section  
17 71751.

18 (e) Upper Districts -- CBMWD, WMWD and SBVMWD.

19 (f) Upper Area -- The area on Exhibit A which lies  
20 upstream from Prado.

21 (g) Lower Area -- The area on Exhibit A which lies  
22 downstream from Prado.

23 (h) Prado -- Said term shall be synonymous with  
24 Prado Dam, a facility constructed and maintained by the  
25 United States Corps of Engineers, as shown on Exhibit A.

26 (i) Riverside Narrows -- That bedrock narrows  
27 in the Santa Ana River indicated as such on Exhibit A.

28 (j) Storm Flow -- That portion of the total sur-  
29 face flow passing a point of measurement, which orig-  
30 inates from precipitation and runoff without having  
31 first percolated to ground water storage in the zone  
32 of saturation, calculated in accordance with procedures

*Eastern not  
included*

1 referred to in Exhibit B.

2 (k) Base Flow -- That portion of the total sur-  
3 face flow passing a point of measurement, which re-  
4 mains after deduction of Storm Flow, and modified as  
5 follows:

6 (1) At Prado. Base Flow shall:

7 (i) include any water caused to be  
8 delivered by CBMWD or WMWD directly to  
9 OCWD, pursuant to its direction and control  
10 and not measured at the gages at Prado;

11 (ii) exclude any nontributary water  
12 or reclaimed sewage water purchased by  
13 OCWD and delivered into the river upstream  
14 and which subsequently passes Prado, and

15 (iii) exclude water salvaged from  
16 evapo-transpiration losses by OCWD on lands  
17 presently owned by it above Prado.

18 (2) At Riverside Narrows. Base Flow shall:

19 (i) include any water caused to be  
20 delivered by SBVMWD directly to CBMWD or  
21 WMWD pursuant to their direction and con-  
22 trol, or directly to OCWD with the consent  
23 of CBMWD and WMWD and pursuant to the direc-  
24 tion and control of OCWD, and not measured  
25 at the gage at Riverside Narrows;

26 (ii) exclude any nontributary water  
27 purchased by CBMWD, WMWD or OCWD and deliv-  
28 ered into the river upstream and which sub-  
29 sequently passes Riverside Narrows; and

30 (iii) exclude any effluent discharged  
31 from the City of Riverside sewage treatment  
32 plant.

1 (l) TDS -- Total dissolved solids determined as  
2 set forth in Exhibit B.

3 (m) Water Year -- The period from October 1 to  
4 the following September 30. Where reference is made  
5 herein to "year" or "annual", such terms shall be con-  
6 strued as referring to Water Year, unless the context  
7 indicates otherwise.

8 (n) Adjusted Base Flow -- Actual Base Flow in  
9 each year adjusted for quality as provided herein-  
10 below. Compliance with the respective obligations  
11 under Paragraph 5 shall be measured by the Adjusted  
12 Base Flow.

13 4. Declaration of Rights. Substantially all of the parties  
14 to this action, whether situate in Upper Area or Lower Area have or  
15 claim rights to the use of a portion of the water supply of the  
16 Santa Ana River system. In the aggregate, water users and other  
17 entities in Lower Area have rights, as against all Upper Area  
18 claimants, to receive an average annual supply of 42,000 acre feet  
19 of Base Flow at Prado, together with the right to all Storm Flow  
20 reaching Prado Reservoir. Water users and other entities in Upper  
21 Area have rights in the aggregate, as against all Lower Area claim-  
22 ants, to divert, pump, extract, conserve, store and use all surface  
23 and ground water supplies originating within Upper Area without  
24 interference or restraint by Lower Area claimants, so long as Lower  
25 Area receives the water to which it is entitled under this Judgment  
26 and there is compliance with all of its provisions.

27 5. Physical Solution. The Court hereby declares the  
28 following physical solution to be a fair and equitable basis for  
29 satisfaction of all said rights in the aggregate between Lower Area  
30 and Upper Area. The parties are hereby ordered and directed to  
31 comply with this Physical Solution and such compliance shall con-  
32 stitute full and complete satisfaction of the rights declared in

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD  
3 shall be responsible for the delivery of an average  
4 annual amount of Base Flow at Riverside Narrows.  
5 CBMWD and WMWD shall jointly be responsible for an  
6 average annual amount of Base Flow at Prado. Inso-  
7 far as Lower Area claimants are concerned, Upper Area  
8 water users and other entities may engage in unlimited  
9 water conservation activities, including spreading,  
10 impounding and other methods, in the area above Prado  
11 Reservoir, so long as Lower Area receives the water  
12 to which it is entitled under the Judgment and there  
13 is compliance with all of its provisions. Lower Area  
14 water users and other entities may make full conser-  
15 vation use of Prado Dam and reservoir, subject only  
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-  
18 sponsible for an average annual Adjusted Base Flow  
19 of 15,250 acre feet at Riverside Narrows. A contin-  
20 uing account, as described in Exhibit B, shall be  
21 maintained of actual Base Flow at Riverside Narrows,  
22 with all adjustments thereof and any cumulative debit  
23 or credit. Each year the obligation to provide Base  
24 Flow shall be subject to the following:

25 (1) Minimum Annual Quantities. Without  
26 regard to any cumulative credits, or any  
27 adjustment for quality for the current Water  
28 Year under subparagraph (2) hereof, SBVMWD  
29 each year shall be responsible at Riverside  
30 Narrows for not less than 13,420 acre feet of  
31 Base Flow plus one-third of any cumulative  
32 debit; provided, however, that for any year



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commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q (TDS-700)$
600 ppm - 700 ppm	$Q$
Less than 600 ppm	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit.

At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

1 (l) TDS -- Total dissolved solids determined as  
2 set forth in Exhibit B.

3 (m) Water Year -- The period from October 1 to  
4 the following September 30. Where reference is made  
5 herein to "year" or "annual", such terms shall be con-  
6 strued as referring to Water Year, unless the context  
7 indicates otherwise.

8 (n) Adjusted Base Flow -- Actual Base Flow in  
9 each year adjusted for quality as provided herein-  
10 below. Compliance with the respective obligations  
11 under Paragraph 5 shall be measured by the Adjusted  
12 Base Flow.

13 4. Declaration of Rights. Substantially all of the parties  
14 to this action, whether situate in Upper Area or Lower Area have or  
15 claim rights to the use of a portion of the water supply of the  
16 Santa Ana River system. In the aggregate, water users and other  
17 entities in Lower Area have rights, as against all Upper Area  
18 claimants, to receive an average annual supply of 42,000 acre feet  
19 of Base Flow at Prado, together with the right to all Storm Flow  
20 reaching Prado Reservoir. Water users and other entities in Upper  
21 Area have rights in the aggregate, as against all Lower Area claim-  
22 ants, to divert, pump, extract, conserve, store and use all surface  
23 and ground water supplies originating within Upper Area without  
24 interference or restraint by Lower Area claimants, so long as Lower  
25 Area receives the water to which it is entitled under this Judgment  
26 and there is compliance with all of its provisions.

27 5. Physical Solution. The Court hereby declares the  
28 following physical solution to be a fair and equitable basis for  
29 satisfaction of all said rights in the aggregate between Lower Area  
30 and Upper Area. The parties are hereby ordered and directed to  
31 comply with this Physical Solution and such compliance shall con-  
32 stitute full and complete satisfaction of the rights declared in

1 Paragraph 4 hereof.

2 (a) General Format. In general outline, SBVMWD  
3 shall be responsible for the delivery of an average  
4 annual amount of Base Flow at Riverside Narrows.  
5 CBMWD and WMWD shall jointly be responsible for an  
6 average annual amount of Base Flow at Prado. Inso-  
7 far as Lower Area claimants are concerned, Upper Area  
8 water users and other entities may engage in unlimited  
9 water conservation activities, including spreading,  
10 impounding and other methods, in the area above Prado  
11 Reservoir, so long as Lower Area receives the water  
12 to which it is entitled under the Judgment and there  
13 is compliance with all of its provisions. Lower Area  
14 water users and other entities may make full conser-  
15 vation use of Prado Dam and reservoir, subject only  
16 to flood control use.

17 (b) Obligation of SBVMWD. SBVMWD shall be re-  
18 sponsible for an average annual Adjusted Base Flow  
19 of 15,250 acre feet at Riverside Narrows. A contin-  
20 uing account, as described in Exhibit B, shall be  
21 maintained of actual Base Flow at Riverside Narrows,  
22 with all adjustments thereof and any cumulative debit  
23 or credit. Each year the obligation to provide Base  
24 Flow shall be subject to the following:

25 (1) Minimum Annual Quantities. Without  
26 regard to any cumulative credits, or any  
27 adjustment for quality for the current Water  
28 Year under subparagraph (2) hereof, SBVMWD  
29 each year shall be responsible at Riverside  
30 Narrows for not less than 13,420 acre feet of  
31 Base Flow plus one-third of any cumulative  
32 debit; provided, however, that for any year

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commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q (TDS-700)$
600 ppm - 700 ppm	$Q$
Less than 600 ppm	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit.

At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.



(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

1 be maintained of actual Base Flow at Prado, with all  
2 adjustments thereof and any cumulative debit or  
3 credit. Each year the obligation to provide Base  
4 Flow shall be subject to the following:

5 (1) Minimum Annual Quantities. Without  
6 regard to any cumulative credits, or any adjust-  
7 ments for quality for the current Water Year  
8 under subparagraph (2) hereof, CBMWD and WMWD  
9 each year shall be responsible for not less than  
10 37,000 acre feet of Base Flow at Prado, plus one-  
11 third of any cumulative debit; provided, however,  
12 that for any year commencing on or after October 1,  
13 1986, when there is no cumulative debit, or for  
14 any year prior to 1986 whenever the cumulative  
15 credit exceeds 30,000 acre feet, said minimum  
16 shall be 34,000 acre feet.

17 (2) Adjustment for Quality. The amount of  
18 Base Flow at Prado received during any year  
19 shall be subject to adjustment based upon the  
20 weighted average annual TDS in Base Flow and  
21 Storm Flow at Prado as follows:

22 If the Weighted Average 23 TDS in Base Flow and Storm Flow at Prado is:	24 Then the Adjusted Base Flow shall be deter- mined by the formula:
25 Greater than 800 ppm	$Q - \frac{35}{42,000} Q (\text{TDS}-800)$
26 700 ppm - 800 ppm	$Q$
27 Less than 700 ppm	$Q + \frac{35}{42,000} Q (700-\text{TDS})$

28 Where: Q = Base Flow actually received.

29 (3) Periodic Reduction of Cumulative Debit.  
30 At least once in ten (10) consecutive years sub-  
31 sequent to October 1, 1976, CBMWD and WMWD shall  
32

1 provide sufficient quantities of Base Flow at  
2 Prado to discharge completely any cumulative  
3 debits. Any cumulative credits shall remain  
4 on the books of account until used to offset  
5 any subsequent debits, or until otherwise dis- }  
6 posed of by CBMWD and WMWD.

7 (d) Inter-basin Export. Upper Districts are  
8 hereby restrained and enjoined from exporting water  
9 from Lower Area to Upper Area, directly or indirectly. \*  
10 OCWD is enjoined and restrained from pumping, produc-  
11 ing and exporting or directly or indirectly causing  
12 water to flow from Upper to Lower Area, except as to  
13 salvage of evapo-transpiration losses, as follows:  
14 OCWD owns certain lands within and above Prado Reser-  
15 voir on which it has or claims certain rights to sal-  
16 vage evapo-transpiration losses by pumping or otherwise.  
17 Pumping for said salvage purposes shall not exceed  
18 5,000 acre feet of ground water in any water year.  
19 Only the actual net salvage, as determined by the  
20 Watermaster, shall be excluded from Base Flow.

21 (e) Inter-basin Acquisition of Rights. The  
22 acquisition by Upper Districts or other Upper Area  
23 entities of Lower Area water rights shall in no way  
24 affect or reduce Lower Area's entitlement; and the  
25 acquisition of Upper Area water rights by OCWD or  
26 other Lower Area entities shall be deemed to be in-  
27 cluded within the aggregate entitlement of Lower Area  
28 and shall not increase said entitlement.

29 (f) Effective Date. Obligations under this  
30 physical solution shall accrue from and after  
31 October 1, 1970.

32 6. Prior Adjudications. So long as SBVMWD is in

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commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q (TDS-700)$
600 ppm - 700 ppm	$Q$
Less than 600 ppm	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit.

At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

1 be maintained of actual Base Flow at Prado, with all  
 2 adjustments thereof and any cumulative debit or  
 3 credit. Each year the obligation to provide Base  
 4 Flow shall be subject to the following:

5 (1) Minimum Annual Quantities. Without  
 6 regard to any cumulative credits, or any adjust-  
 7 ments for quality for the current Water Year  
 8 under subparagraph (2) hereof, CBMWD and WMWD  
 9 each year shall be responsible for not less than  
 10 37,000 acre feet of Base Flow at Prado, plus one-  
 11 third of any cumulative debit; provided, however,  
 12 that for any year commencing on or after October 1,  
 13 1986, when there is no cumulative debit, or for  
 14 any year prior to 1986 whenever the cumulative  
 15 credit exceeds 30,000 acre feet, said minimum  
 16 shall be 34,000 acre feet.

17 (2) Adjustment for Quality. The amount of  
 18 Base Flow at Prado received during any year  
 19 shall be subject to adjustment based upon the  
 20 weighted average annual TDS in Base Flow and  
 21 Storm Flow at Prado as follows:

22	If the Weighted Average	Then the Adjusted Base
23	TDS in Base Flow and	Flow shall be deter-
	<u>Storm Flow at Prado is:</u>	<u>mined by the formula:</u>
24	Greater than 800 ppm	$Q - \frac{35}{42,000} Q (TDS-800)$
25	_____	_____
26	700 ppm - 800 ppm	Q
27	_____	_____
28	Less than 700 ppm	$Q + \frac{35}{42,000} Q (700-TDS)$

29 Where: Q = Base Flow actually received.

30 (3) Periodic Reduction of Cumulative Debit.  
 31 At least once in ten (10) consecutive years sub-  
 32 sequent to October 1, 1976, CBMWD and WMWD shall



1 provide sufficient quantities of Base Flow at  
2 Prado to discharge completely any cumulative  
3 debits. Any cumulative credits shall remain  
4 on the books of account until used to offset  
5 any subsequent debits, or until otherwise dis- }  
6 posed of by CBMWD and WMWD.

7 (d) Inter-basin Export. Upper Districts are  
8 hereby restrained and enjoined from exporting water  
9 from Lower Area to Upper Area, directly or indirectly. \*  
10 OCWD is enjoined and restrained from pumping, produc-  
11 ing and exporting or directly or indirectly causing  
12 water to flow from Upper to Lower Area, except as to  
13 salvage of evapo-transpiration losses, as follows:  
14 OCWD owns certain lands within and above Prado Reser-  
15 voir on which it has or claims certain rights to sal-  
16 vage evapo-transpiration losses by pumping or otherwise.  
17 Pumping for said salvage purposes shall not exceed  
18 5,000 acre feet of ground water in any water year.  
19 Only the actual net salvage, as determined by the  
20 Watermaster, shall be excluded from Base Flow.

21 (e) Inter-basin Acquisition of Rights. The  
22 acquisition by Upper Districts or other Upper Area  
23 entities of Lower Area water rights shall in no way  
24 affect or reduce Lower Area's entitlement; and the \*  
25 acquisition of Upper Area water rights by OCWD or  
26 other Lower Area entities shall be deemed to be in-  
27 cluded within the aggregate entitlement of Lower Area  
28 and shall not increase said entitlement.

29 (f) Effective Date. Obligations under this  
30 physical solution shall accrue from and after  
31 October 1, 1970.

32 6. Prior Adjudications. So long as SBVMWD is in

1 compliance with the terms of the physical solution herein, OCWD is  
2 enjoined and restrained from enforcing the judgments listed below  
3 against SBVMWD or any entities within or partially within SBVMWD  
4 which have stipulated to accept and adopt such physical solution.  
5 So long as WMWD and CBMWD are in compliance with the terms of the  
6 physical solution, OCWD is enjoined and restrained from enforcing  
7 the judgments listed below against WMWD and CBMWD or any entities  
8 within or partially within WMWD or CBMWD which have stipulated to  
9 accept and adopt such physical solution.

10 (a) The Irvine Company, plaintiff, Orange County  
11 Water District, intervenor, vs. San Bernardino Valley  
12 Water Conservation District, et al., defendants,  
13 U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments  
14 entered September 11, 1942 (Judgment Book 11 page 134),  
15 and recorded Book 1540 page 251 and Book 1541 page 85,  
16 Official Records of San Bernardino County.

17 (b) Orange County Water District vs. City of  
18 Riverside, et al., San Bernardino Superior Court  
19 No. 84671.

20 7. Watermaster. The Watermaster, when appointed by the  
21 Court, shall administer and enforce the provisions of this Judg-  
22 ment and the instructions and subsequent orders of this Court.

23 (a) Composition, Nomination and Appointment.

24 The Watermaster shall consist of a committee com-  
25 posed of five (5) persons. CBMWD, WMWD and SBVMWD  
26 shall each have the right to nominate one represen-  
27 tative and OCWD shall have the right to nominate  
28 two (2) representatives to the Watermaster committee.  
29 Each such nomination shall be made in writing, served  
30 upon the other parties to the Stipulation for this  
31 Judgment and filed with the Court. Said Watermaster  
32 representatives shall be appointed by and serve at

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the pleasure of and until further order of this Court.

(b) Watermaster Determinations. Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of all members of the Watermaster Committee. In the event of failure or inability of said Watermaster Committee to reach unanimous agreement, the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court.

(c) Annual Report. The Watermaster shall report to the Court and to each party in writing not more than five (5) months after the end of each Water Year, each of the items required by Paragraph 4 of the Engineering Appendix, Exhibit B hereto, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties to the Stipulation for Judgment herein.

(d) Watermaster Service Expenses. The fees, compensation and expenses of each representative on the Watermaster shall be borne by the district which nominated such person. All other Watermaster service costs and expenses shall be borne by the parties in the following proportions:

OCWD	-	40%
CBNWD	-	20%

1 SBVMWD - 20%

2 WMWD - 20%

3 The Watermaster may from time to time in its discre-  
4 tion require advances of operating capital from the  
5 parties in said proportions.

6 8. Continuing Jurisdiction of the Court. Full jurisdic-  
7 tion, power and authority are retained and reserved by the Court  
8 for the purpose of enabling the Court, upon application of any  
9 party or of the Watermaster by motion and upon at least 30 days'  
10 notice thereof, and after hearing thereon:

11 (a) To make such further or supplemental orders  
12 or directions as may be necessary or appropriate for  
13 the construction, enforcement or carrying out of  
14 this Judgment, and

15 (b) To modify, amend or amplify any of the pro-  
16 visions of this Judgment whenever substantial changes  
17 or developments affecting the physical, hydrological \*  
18 or other conditions dealt with herein may, in the  
19 Court's opinion, justify or require such modification,  
20 amendment or amplification; provided, however, that  
21 no such modification, amendment or amplification shall  
22 change or alter (1) the average annual obligation of  
23 CBMWD and WMWD for delivery of 42,000 acre feet of  
24 Base Flow per year at Prado, (2) the average annual  
25 obligation of SBVMWD for delivery of 15,250 acre feet  
26 of Base Flow per year at Riverside Narrows, (3) the  
27 respective minimum Base Flows at Riverside Narrows and  
28 Prado, nor (4) the right of the parties to this Judg-  
29 ment or of those who stipulate to accept and adopt the  
30 physical solution herein to conserve or store flows. ←

31 9. Notices. All notices, requests, objections, reports  
32 and other papers permitted or required by the terms of this

1 Judgment shall be given or made by written document and shall be  
2 served by mail on each party and its attorney entitled to notice  
3 and where required or appropriate, on the Watermaster. For all  
4 purposes of this paragraph, the mailing address of each party and  
5 attorney entitled to notice shall be that set forth below its sig-  
6 nature in the Stipulation for Judgment, until changed as provided  
7 below. If any party or attorney for a party desires to change its  
8 designation of mailing address, it shall file a written notice of  
9 such change with the Clerk of this Court and shall serve a copy  
10 thereof by mail on the Watermaster. Upon receipt of any such  
11 notice, the Watermaster shall promptly give written notice there-  
12 of. Watermaster addresses for notice purposes shall be as speci-  
13 fied in the orders appointing each representative on the Water-  
14 master.


15 10. Successors. No party shall dissolve, nor shall it  
16 abandon or transfer all or substantially all of its powers or  
17 property, without first providing for its obligations under this  
18 Judgment to be assumed by a successor public agency, with the  
19 powers and resources to perform hereunder. Any such successor  
20 shall be approved by the Court after notice to all parties and an  
21 opportunity for hearing.

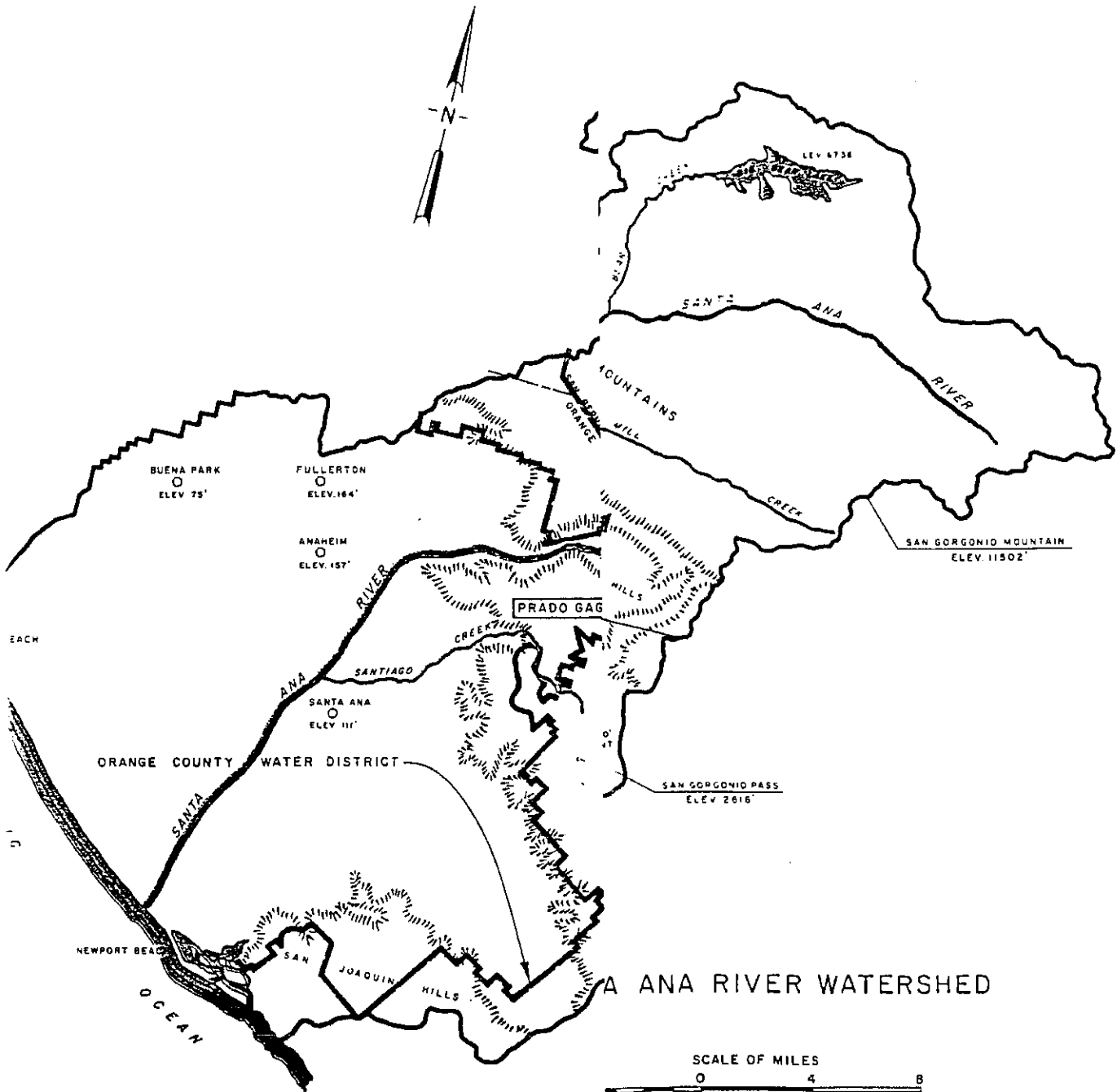
22 11. Future Actions. In the event that any Lower Area  
23 claimant shall in the future obtain from any court of competent  
24 jurisdiction a decree awarding to such claimant a right to receive  
25 a stated amount of water from the Upper Area for use in the Lower  
26 Area, any water delivered pursuant to such decree shall be consid-  
27 ered as part of Base Flow. In the event that the relief obtained  
28 by any such claimant is in the form of a restriction imposed upon  
29 production and the use of water in Upper Area, rather than a right  
30 to receive a stated amount of water, then notwithstanding the  
31 proviso in Paragraph 8, any Upper District may apply to the Court  
32 to modify the physical solution herein.

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12. Costs. None of the parties shall recover any costs from any other party.

Dated: April 17, 1969

  
Judge



SANTA ANA RIVER WATERSHED

EXHIBIT A

1 ENGINEERING APPENDIX

2 The purpose of the Engineering Appendix is to establish the  
3 basis for measurements, calculations and determinations required  
4 in the operation of the physical solution.

5 1. Measurements.

6 In administering the physical solution, it will be necessary  
7 to determine the quantity and quality of stream flow and flow in  
8 pipelines or other conveyance facilities at several points along  
9 the Santa Ana River. Watermaster shall make, or obtain from United  
10 States Geological Survey (USGS), flood control districts or other  
11 entities, all measurements necessary for making the determinations  
12 required by the Judgment.

13 a. Change in Measuring Device or Location.

14 If any measuring device used or useful in making  
15 such determinations is inoperative, abandoned,  
16 changed or moved, Watermaster shall estimate the  
17 quantity that would have been measured at the sta-  
18 tion had it been operative at its original location,  
19 or may use a substitute device or location.

20 b. Erroneous Measurement. If Watermaster  
21 determines there is an error in any measurement or  
22 record, he may utilize his estimate in lieu of said  
23 measurement or record.

24 c. Preliminary Records. Watermaster may util-  
25 ize preliminary records of measurement. If revisions  
26 are subsequently made in the records, Watermaster may  
27 reflect such changes in subsequent accounting.

28 2. Determination of Flow Components.

29 Since the records available only provide data on the total  
30 quantity of surface flow and since storm runoff occurs during and  
31 following periods of rainfall, Watermaster must determine what por-  
32 tion of total measured surface flow at Prado and at Riverside



1 Narrows is Storm Flow and what portion is Base Flow.

2 Under paragraph 3(k) of the Judgment, certain categories of  
3 water are to be included or excluded from Base Flow. As such  
4 waters may or may not be measured by the USGS gages at Prado and/or  
5 Riverside Narrows, Watermaster must make appropriate adjustments to  
6 account for the same.

7 The parties, in reaching the physical solution provided for  
8 in the Judgment, used certain procedures to separate or scalp the  
9 Storm Flow from the total measured surface flow and to determine  
10 Base Flow. These procedures are reflected in the Work Papers of  
11 the engineers, bound copies of which shall be filed with the Water-  
12 master. Watermaster shall use either the same procedures or pro-  
13 cedures which will give equivalent results, giving due considera-  
14 tion to all sources of the surface flow measured at the gages, to  
15 changes in the amounts and the proportionate contributions of each  
16 source, and to changes in location of measuring points.

17 3. Water Quality Determinations.

18 It will be necessary to determine for each water year the  
19 weighted average Total Dissolved Solids (TDS) content of the Base  
20 Flow at Riverside Narrows and of the total flow at Prado.

21 TDS shall be determined by the method set forth under "B.  
22 Filterable Residual", starting on page 245 of Standard Methods for  
23 Examination of Water and Wastewater, Twelfth Edition, 1965, Library  
24 of Congress Catalog Card No. 55-1979. The drying temperature shall  
25 be 180° centigrade. Milligrams per liter (mg/l) shall be deemed  
26 equivalent to parts per million (ppm) for purposes of the Judgment.

27 a. Procedure at Prado.

28 (1) Determinations of the electrical  
29 conductivity at 25°C. near the gaging sta-  
30 tion at Prado shall be made or obtained.

31 (2) A sufficient number of determinations  
32 of TDS of the flow at the same point shall be

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made or obtained to provide the relationship between TDS and electrical conductivity for all rates of flow. This relationship shall be used to determine the average daily TDS weighted by flow, for each day of the year. During periods of Storm Flow, samples shall be taken at least daily.

(3) The annual weighted average TDS of all waters passing Prado shall be determined. Any direct deliveries or flows which are included or excluded in the definition of Base Flow as set forth in paragraph 3(k) of the Judgment, shall be similarly included or excluded in the calculation of the annual weighted average TDS.

b. Procedure at Riverside Narrows. The procedure to adjust Base Flow at Riverside Narrows shall be the same as that outlined in paragraph a. above, except that the annual weighted average TDS of Base Flow only is to be determined. Therefore during periods of Storm Flow, the TDS of Base Flow shall be estimated.

4. Accounting.

Utilizing the appropriate obligations set forth in the Judgment and the measurements, calculations and determinations described in this Engineering Appendix, Watermaster shall maintain a continuing account for each year of the following items.

a. Prado Accounting.

(1) Base Flow at Prado. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

1 (2) Annual Weighted TDS of Total Flow  
2 at Prado. See Paragraph 3a of this Engineer-  
3 ing Appendix.

4 (3) Annual Adjusted Base Flow. See Para-  
5 graph 5(c)(2) of the Judgment and items (1)  
6 and (2) above.

7 (4) Cumulative Adjusted Base Flow. This  
8 is the cumulation of quantities shown in item (3)  
9 above.

10 (5) Cumulative Entitlement of OCWD at Prado.  
11 This is the product of 42,000 acre feet multi-  
12 plied by the number of years after October 1,  
13 1970.

14 (6) Cumulative Credit or Debit. This is  
15 item (4) minus item (5).

16 (7) One-third of Cumulative Debit. This is  
17 equal to one-third of any cumulative debit shown  
18 in item (6) above.

19 (8) Minimum Required Base Flow in Follow-  
20 ing Year. This is the minimum quantity of Base  
21 Flow at Prado which CBMWD and WMWD must jointly  
22 cause to occur in the following year determined  
23 in accordance with paragraph 5(c)(1) of the  
24 Judgment and utilizing item (7) above.

25 b. Riverside Narrows Accounting.

26 (1) Base Flow at Riverside Narrows.  
27 See Paragraph 2 of this Engineering Appendix  
28 and Paragraph 3(k) of the Judgment.

29 (2) Annual Weighted TDS of Base Flow at  
30 Riverside Narrows. See Paragraph 3b of this  
31 Engineering Appendix.

32 (3) Annual Adjusted Base Flow. See

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Paragraph 5(b)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of CBMWD and WMWD at Riverside Narrows. This is the product of 15,250 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.

FILED  
RIV. REICE COUNTY

APR 17 1969

DONALD D. McLELLAN, Clerk  
By *[Signature]* Deputy

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY, a municipal water  
district; CITY OF RIVERSIDE, a  
municipal corporation; THE GAGE  
CANAL COMPANY, a corporation; AGUA  
MANSA WATER COMPANY, a corporation,  
MEEKS & DALEY WATER COMPANY, a  
corporation; RIVERSIDE HIGHLAND  
WATER COMPANY, a corporation, and  
THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY  
WATER DISTRICT, et al.,

Defendants

784/26  
No. 784726  
J.M.  
4/17/69  
JUDGMENT

TABLE OF CONTENTS

1			
2	RECITALS		
3			<u>Page</u>
4	I	Active Parties	5
5	II	Dismissed Parties	5
6	III	Prior Judgments	6
7	IV	Definitions	7
8	V	Extractions from the San Bernardino Basin Area	10
9	VI	San Bernardino Basin Area Rights and Replenishment	10
10			
11	VII	Water Discharged Across the Bunker Hill Dike	16
12	VIII	Extractions from Colton Basin Area and Riverside Basin Area in San Bernardino County	16
13			
14	IX	Extractions from the Portion of Riverside Basin Area in Riverside County which is tributary to Riverside Narrows.	20
15			
16			
17	X	Replenishment to Offset New Exports of Water to Areas not Tributary to Riverside Narrows.	21
18			
19	XI	Replenishment Credits and Adjustment for Quality	22
20	XII	Conveyance of Water by San Bernardino Valley to Riverside Narrows.	24
21			
22	XIII	Watermaster	25
23	XIV	Continuing Jurisdiction of the Court	27
24	XV	Saving Clauses	29
25	XVI	Effective Date	31
26	XVII	Costs	31
27	APPENDIX A --	Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and	
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Boundaries of San Bernardino  
Valley Municipal Water  
District & Western Municipal  
Water District of Riverside  
County

APPENDIX B --	Extractions by Plaintiffs from San Bernardino Basin Area.
APPENDIX C --	Exports for Use on Lands not Tributary to Riverside Narrows
APPENDIX D --	Miscellaneous Data





1 therefor,

2  
3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:  
4

5 I

6 ACTIVE PARTIES

7  
8 (a) The parties to this Judgment are as follows:

9 (1) Plaintiff Western Municipal Water District  
10 of Riverside County, a California municipal water district,  
11 herein often called "Western", appearing and acting pursuant to  
12 Section 71751 of the Water Code;

13 (2) Plaintiff City of Riverside, a municipal  
14 corporation;

15 (3) Plaintiffs Riverside Highland Water  
16 Company, Agua Mansa Water Company and Meeks & Daley Water  
17 Company, each of which is a mutual water company and a  
18 California corporation;

19 (4) Plaintiff The Regents of the University  
20 of California, a California public corporation;

21 (5) Defendant San Bernardino Valley  
22 Municipal Water District, a California municipal water district,  
23 herein often called "San Bernardino Valley", appearing and  
24 acting pursuant to Section 71751 of the Water Code;

25 (b) This Judgment shall inure to the benefit of, and  
26 be binding upon, the successors and assigns of the parties.

27 II

28 DISMISSED PARTIES

29 All parties other than those named in the preceding  
30 Paragraph I are dismissed without prejudice.  
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III

PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

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IV  
DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A": San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the  
2 ground water body achieved through the spreading or retention of  
3 water for the purpose of causing it to percolate and join the  
4 underlying ground water body, or injection of water into the  
5 ground water resources by means of wells; provided that as used  
6 with reference to any obligation of Western to replenish the  
7 Riverside Basin Area in Riverside County, the term replenishment  
8 shall include any water caused to be delivered by Western for  
9 which credit is received by San Bernardino Valley against its  
10 obligation under the Orange County Judgment to provide base  
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum  
13 average annual amount of water that could be extracted from the  
14 surface and subsurface water resources of an area over a period  
15 of time sufficiently long to represent or approximate long-time  
16 mean climatological conditions, with a given areal pattern of  
17 extractions, under a particular set of physical conditions or  
18 structures as such affect the net recharge to the ground water  
19 body, and with a given amount of usable underground storage  
20 capacity, without resulting in long-term, progressive lowering  
21 of ground water levels or other undesirable result. In  
22 determining the operational criteria to avoid such adverse  
23 results, consideration shall be given to maintenance of adequate  
24 ground water quality, subsurface outflow, costs of pumping,  
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon  
27 the amount of water which can be stored in and used from the  
28 ground water reservoir over a period of normal water supply  
29 under a given set of conditions. Safe yield is thus related to  
30 factors which influence or control ground water recharge, and  
31

1 to the amount of storage space available to carry over recharge  
2 occurring in years of above average supply to years of  
3 deficient supply. Recharge, in turn, depends on the available  
4 surface water supply and the factors influencing the  
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the  
7 evaluation of the average net groundwater recharge which would  
8 occur if the culture of the safe yield year had existed over  
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe  
11 yield of the San Bernardino Basin Area which could be derived  
12 solely from natural precipitation in the absence of imported  
13 water and the return flows therefrom, and without  
14 contributions from new conservation. If in the future any  
15 natural runoff tributary to the San Bernardino Basin Area is  
16 diverted away from that Basin Area so that it is not included  
17 in the calculation of natural safe yield, any replacement made  
18 thereof by San Bernardino Valley or entities within it from  
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in  
21 replenishment from natural precipitation which results from  
22 operation of works and facilities not now in existence, other  
23 than those works installed and operations which may be  
24 initiated to offset losses caused by increased flood control  
25 channelization.

26 (j) Year - A calendar year from January 1 through  
27 December 31. The term "annual" shall refer to the same period  
28 of time.

29 (k) Orange County Judgment - The final judgment  
30 in Orange County Water District v. City of Chino, et al.,  
31 Orange County Superior Court No. 117628, as it may from time to  
32

1 time be modified.

2 (l) Return Flow - That portion of the water  
3 applied for use in any particular ground water basin which  
4 subsequently reaches the ground water body in that basin.

5 (m) Five Year Period - a period of five consecutive  
6 years.

7 V

8 EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

9  
10 (a) For Use by Plaintiffs. The average annual  
11 extractions from the San Bernardino Basin Area delivered for  
12 use in each service area by each Plaintiff for the five year  
13 period ending with 1963 are hereby determined to be as set forth  
14 in Table B-1 of Appendix "B". The amount for each such  
15 Plaintiff delivered for use in each service area as set forth  
16 in Table B-1 shall be designated, for purposes of this Judgment,  
17 as its "base right" for such service area.

18 (b) For Use by Others. The total actual average  
19 annual extractions from the San Bernardino Basin Area by  
20 entities other than Plaintiffs for use within San Bernardino  
21 County for the five year period ending with 1963 are assumed  
22 to be 165,407 acre feet; the correct figure shall be  
23 determined by the Watermaster as herein provided.

24  
25 VI

26 SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

27  
28 (a) Determination of Natural Safe Yield. The  
29 natural safe yield of the San Bernardino Basin Area shall be  
30 computed by the Watermaster, reported to and determined  
31 initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each  
4 Plaintiff to extract water from the San Bernardino  
5 Basin Area for use in each service area designated  
6 in Table B-1 shall be equal to the sum of the  
7 following:

8 (a) its base right for such service area, until  
9 the natural safe yield of the San Bernardino Basin  
10 Area is determined, and thereafter its percentage  
11 of such natural safe yield determined by the  
12 methods used in Table B-2; and (b) an equal  
13 percentage for each service area of any new  
14 conservation, provided the conditions of the  
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted  
17 right of each such Plaintiff shall include its  
18 same respective percentage of any new conservation,  
19 such Plaintiff shall pay its proportionate share  
20 of the costs thereof. Each Plaintiff shall have  
21 the right to participate in new conservation projects,  
22 under procedures to be determined by the Watermaster  
23 for notice to Plaintiffs of the planned construction  
24 of such projects. With respect to any new  
25 conservation brought about by Federal installations,  
26 the term "costs" as used herein shall refer to any  
27 local share required to be paid in connection with  
28 such project. Each Plaintiff shall make its  
29 payment at times satisfactory to the constructing  
30 agency, and new conservation shall be credited to  
31 any participating Plaintiff as such conservation is  
32 effected.

1                   3. In any five year period, each  
2                   Plaintiff shall have the right to extract from the  
3                   San Bernardino Basin Area for use in each service  
4                   area designated in Table B-1 an amount of water  
5                   equal to five times its adjusted right for such  
6                   service area; provided, however, that extractions by  
7                   each Plaintiff in any year in any service area shall  
8                   not exceed such Plaintiff's adjusted right for that  
9                   service area by more than 30 percent.

10                   4. If the natural safe yield of the  
11                   San Bernardino Basin Area has not been determined by  
12                   January 1, 1972, the initial determination thereof  
13                   shall be retroactive to that date and the rights  
14                   of the Plaintiffs, and the replenishment  
15                   obligation of San Bernardino Valley as hereinafter  
16                   set forth, shall be adjusted as of such date. Any  
17                   excess extractions by Plaintiffs shall be charged  
18                   against their respective adjusted rights over the  
19                   next five year period, or in the alternative,  
20                   Plaintiffs may pay to San Bernardino Valley the  
21                   full cost of any replenishment which it has pro-  
22                   vided as replenishment for such excess extractions.  
23                   Any obligation upon San Bernardino Valley to pro-  
24                   vide additional replenishment, by virtue of such  
25                   retroactive determination of natural safe yield,  
26                   may also be discharged over such next five year  
27                   period.

28                   5. Plaintiffs and each of them and  
29                   their agents and assigns are enjoined from extracting  
30                   any more water from the San Bernardino Basin Area than  
31                   is permitted under this Judgment. Changes in place  
32



1 of use of any such water from one service area to  
2 another shall not be made without the prior  
3 approval of Court upon a finding of compliance  
4 with Paragraph XV(b) of this Judgment. So long  
5 as San Bernardino Valley is in compliance with all  
6 its obligations hereunder, and Plaintiffs are  
7 allowed to extract the water provided for in this  
8 Judgment, Plaintiffs are further enjoined from  
9 bringing any action to limit the water extracted  
10 from the San Bernardino Basin Area for use within  
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall  
13 prevent future agreements between San Bernardino  
14 Valley and Western under which additional  
15 extractions may be made from the San Bernardino Basin  
16 Area, subject to the availability of imported water  
17 not required by San Bernardino Valley, and subject  
18 to payment satisfactory to San Bernardino Valley  
19 for replenishment required to compensate for such  
20 additional extractions.

21  
22 (c) San Bernardino Valley Replenishment. San  
23 Bernardino Valley shall provide imported water for  
24 replenishment of the San Bernardino Basin Area at least equal  
25 to the amount by which extractions therefrom for use within  
26 San Bernardino County exceed during any five year period the  
27 sum of: (a) five times the total average annual extractions  
28 determined under Paragraph V(b) hereof, adjusted as may be  
29 required by the natural safe yield of the San Bernardino Basin  
30 Area; and (b) any new conservation to which users within San  
31 Bernardino Valley are entitled. Such replenishment shall be  
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1 supplied in the year following any five year period; provided  
2 that during the first five year period, San Bernardino Valley  
3 shall supply annual amounts on account of its obligations  
4 hereunder, and such amounts shall be not less than fifty  
5 percent of the gross amount of excess extractions in the  
6 previous year.

7 1. Against its replenishment obligation  
8 over any five year period San Bernardino Valley shall  
9 receive credit for that portion of such excess  
10 extractions that returns to the ground water of the  
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also  
13 receive credit against any future replenishment  
14 obligations for all replenishment which it provides  
15 in excess of that required herein, and for any  
16 amounts which may be extracted without replenishment  
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"  
19 mean only those persons and entities, and their successors  
20 in interest, which have stipulated with the parties to this  
21 Judgment within six months after its entry to accept this  
22 Judgment.

23 San Bernardino Valley agrees that the base rights of  
24 persons or entities other than Plaintiffs to extract water  
25 from the San Bernardino Basin Area for use within San  
26 Bernardino Valley will be determined by the average annual  
27 quantity extracted by such person or entity during the five  
28 year period ending with 1963. After the natural safe yield  
29 of the San Bernardino Basin Area is determined hereunder, such  
30  
31

1 base rights will be adjusted to such natural safe yield; the  
2 adjusted right of each such person or entity shall be that  
3 percentage of natural safe yield as determined hereunder from  
4 time to time which the unadjusted right of such person or  
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the  
7 event the right to extract water of any of such persons or  
8 entities in the San Bernardino Basin Area is adjudicated and  
9 legal restrictions placed on such extractions which prevent  
10 extracting of water by said persons or entities in an amount  
11 equal to their base rights, or after natural safe yield is  
12 determined, their adjusted rights, San Bernardino Valley will  
13 furnish to such persons or entities or recharge the ground  
14 water resources in the area of extraction for their benefit  
15 with imported water, without direct charge to such persons or  
16 entities therefor, so that the base rights, or adjusted  
17 rights, as the case may be, may be taken by the person or  
18 entity.

19 Under the provisions hereof relating to furnishing  
20 of such water by San Bernardino Valley, such persons or  
21 entities shall be entitled to extract in addition to their  
22 base rights or adjusted rights any quantities of water spread  
23 for repumping in their area of extractions, which has been  
24 delivered to them by a mutual water company under base rights  
25 or adjusted base rights included by the Watermaster under the  
26 provisions of Paragraph V (b) hereof. Extractions must be  
27 made within three years of spreading to so qualify.

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*Basin for Ave 3  
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16th St*

VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

*B.W.N  
&  
Colton*

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

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extractions over such 20 percent peaking allowance.

(c). To the extent that extractions from each such Basin Area for use outside San Bernardino Valley exceed the amounts specified in the next preceding Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall not be from reclaimed water produced within San Bernardino Valley. Such replenishment shall also be of a quality at least equal to the water extracted from the Basin Area being recharged; provided, that water from the State Water Project shall be deemed to be of acceptable quality. Replenishment shall be supplied to the Basin Area from which any excess extractions have occurred and in the vicinity of the place of the excess extractions to the extent required to preclude influence on the water level in the three wells below designated; provided that discharge of imported water into the Santa Ana River or Warm Creek from a connection on the State Aqueduct near the confluence thereof, if released in accordance with a schedule approved by the Watermaster to achieve compliance with the objectives of this Judgment, shall satisfy any obligation of Western to provide replenishment in the Colton Basin Area, or that portion of the Riverside Basin Area in San Bernardino County, or the Riverside Basin Area in Riverside County.

(d) Extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use within San Bernardino Valley, shall not be limited. However, except for any required replenishment by Western, San Bernardino Valley shall provide the water to maintain the static water levels in the area, as determined by wells numbered

17.

IF DECREASE THE LEVEL DROP FROM  
WESTERN PROD CAN GO TO  
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clarify this

1 1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level  
2 no lower than that which existed in the Fall season of 1963.  
3 Such 1963 average water level is hereby determined to be 822.04  
4 feet above sea level. In future years, the level shall be  
5 computed by averaging the lowest static water levels in each  
6 of the three wells occurring at or about the same time of the  
7 year, provided that no measurements will be used which reflect  
8 the undue influence of pumping in nearby wells, or in the  
9 three wells, or pumping from the Riverside Basin in Riverside  
10 County in excess of that determined pursuant to Paragraph IX(a)  
11 hereof.

12 (e) Extractions by Plaintiffs from the Colton Basin  
13 Area and the portion of the Riverside Basin Area in San  
14 Bernardino County may be transferred to the San Bernardino  
15 Basin Area if the level specified in Paragraph (d) above is  
16 not maintained, but only to the extent necessary to restore  
17 such 1963 average water level, provided that Western is not  
18 in default in any of its replenishment obligations. San  
19 Bernardino Valley shall be required to replenish the San  
20 Bernardino Basin Area in an amount equal to any extractions so  
21 transferred. San Bernardino Valley shall be relieved of  
22 responsibility toward the maintenance of such 1963 average water  
23 level to the extent that Plaintiffs have physical facilities  
24 available to accommodate such transfers of extractions, and  
25 insofar as such transfers can be legally accomplished.

26 (f) The Colton Basin Area and the portion of the  
27 Riverside Basin Area in San Bernardino County constitute a major  
28 source of water supply for lands and inhabitants in both San  
29 Bernardino Valley and Western, and the parties hereto have a  
30 mutual interest in the maintenance of water quality in these  
31 Basin Areas and in the preservation of such supply. If  
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When WWD  
gains strength  
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1 the water quality in such Areas, as monitored by the City of  
2 Riverside wells along the river, falls below the Objectives set  
3 therefor by the Santa Ana River Basin Regional Water Quality  
4 Control Board, the Court shall have jurisdiction to modify the  
5 obligations of San Bernardino Valley to include, in addition  
6 to its obligation to maintain the average 1963 water level,  
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and  
9 related provisions are to allow maximum flexibility to San  
10 Bernardino Valley in the operation of a coordinated  
11 replenishment and management program, both above and below  
12 Bunker Hill Dike; to protect San Bernardino Valley against  
13 increased extractions in the area between Bunker Hill Dike and  
14 Riverside Narrows, which without adequate provision for  
15 replenishment might adversely affect base flow at Riverside  
16 Narrows, for which it is responsible under the Orange County  
17 Judgment; and to protect the area as a major source of ground  
18 water supply available to satisfy the historic extractions  
19 therefrom for use within Western, without regard to the method  
20 of operation which may be adopted by San Bernardino Valley for  
21 the San Bernardino Basin Area, and without regard to the effect  
22 of such operation upon the historic supply to the area below  
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or  
25 unworkable, the Court upon the application of any party hereto  
26 shall retain jurisdiction to modify this Judgment so as to  
27 regulate the area between Bunker Hill Dike and Riverside Narrows  
28 on a safe yield basis; provided that under such method of  
29 operation, (1) base rights shall be determined on the basis of  
30 total average annual extractions for use within San Bernardino  
31 Valley and Western, respectively, for the five year period ending  
32

1 with 1963; (2) such base rights for use in both Districts shall  
2 be subject to whatever adjustment may be required by the safe  
3 yield of the area, and in the aggregate shall not be exceeded  
4 unless replenishment therefor is provided; (3) in calculating  
5 safe yield, the outflow from the area at Riverside Narrows shall  
6 be determined insofar as practical by the base flow obligations  
7 imposed on San Bernardino Valley under the Orange County  
8 Judgment; and (4) San Bernardino Valley shall be required to  
9 provide replenishment for any deficiency between the actual  
10 outflow and the outflow obligation across Bunker Hill Dike as  
11 established by safe yield analysis using the base period of  
12 1934 through 1960.

13  
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA  
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion  
18 of the Riverside Basin Area in Riverside County which is  
19 tributary to Riverside Narrows, for use in Riverside County,  
20 for the five year period ending with 1963 are assumed to be  
21 30,044 acre feet; the correct figures shall be determined by  
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be  
24 extracted from such Basin Area, without replenishment  
25 obligation, an amount equal to five times such annual average  
26 for the Basin Area; provided, however, that if extractions in  
27 any year exceed such average by more than 20 percent, Western  
28 shall provide replenishment in the following year equal to the  
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin  
31 Area exceed the amounts specified in the next preceding  
32

20.



1 Paragraph (b), Western shall provide replenishment. Except  
2 for any extractions in excess of the 20 percent peaking  
3 allowance, such replenishment shall be supplied in the year  
4 following any five year period, and shall be provided at or  
5 above Riverside Narrows.

6 (d) Western shall also provide such replenishment  
7 to offset any reduction in return flow now contributing to the  
8 base flow at Riverside Narrows, which reduction in return  
9 flow results from the conversion of agricultural uses of water  
10 within Western to domestic or other uses connected to sewage  
11 or waste disposal systems, the effluent from which is not  
12 tributary to the rising water at Riverside Narrows.

13  
14 X

15 REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS  
16 NOT TRIBUTARY TO RIVERSIDE NARROWS.

17 Certain average annual amounts of water extracted  
18 from the San Bernardino Basin Area and the area downstream  
19 therefrom to Riverside Narrows during the five year period  
20 ending in 1963 have been exported for use outside of the area  
21 tributary to Riverside Narrows and are assumed to be 50,667  
22 acre feet annually as set forth in Table C-1 of Appendix "C";  
23 the correct amount shall be determined by the Watermaster as  
24 herein provided. Western shall be obligated to provide  
25 replenishment at or above Riverside Narrows for any increase  
26 over such exports by Western or entities within it from such  
27 areas for use within areas not tributary to Riverside Narrows.  
28 San Bernardino Valley shall be obligated to provide  
29 replenishment for any increase over the exports from San  
30 Bernardino Valley for use in any area not within Western nor  
31 tributary to Riverside Narrows as set forth in Table C-2 of  
32

21.

1 Appendix "C", such amounts being subject to correction by the  
2 Watermaster, or for any exports from the San Bernardino Basin  
3 Area for use in the Yucaipa, San Timoteo, Oak Glen and  
4 Beaumont Basins.

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7  
8 (a) All replenishment provided by Western under  
9 Paragraph IX and all credits received against such  
10 replenishment obligation shall be subject to the same adjustments  
11 for water quality applicable to base flow at Riverside Narrows,  
12 as set forth in the Orange County Judgment.

13 (b) Western shall receive credit against its  
14 replenishment obligations incurred under this Judgment for the  
15 following:

16 1. As against its replenishment obligation  
17 under Paragraph VIII, any return flow to the Colton  
18 Basin Area or the portion of the Riverside Basin Area  
19 within San Bernardino County, respectively, resulting  
20 from any excess extractions therefrom; and as  
21 against its replenishment obligation under Paragraph  
22 IX, any return flow to the portion of the Riverside  
23 Basin Area in Riverside County, which contributes  
24 to the base flow at Riverside Narrows, resulting  
25 from any excess extractions therefrom, or from the  
26 Riverside Basin Area in San Bernardino County, or  
27 from the Colton Basin Area.

28 2. Subject to adjustment under  
29 Paragraph (a) hereof, any increase over the present  
30 amounts of sewage effluent discharged from  
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treatment plants within Riverside County which are tributary to Riverside Narrows, and which results from the use of imported water.

3. Any replenishment which may be provided in excess of that required; any amounts which hereunder are allowed to be extracted from the Colton and Riverside Basin Areas without replenishment obligation by Western, and which in fact are not extracted; any storm flows conserved between Bunker Hill Dike and Riverside Narrows by works financed solely by Western, or entities within it, which would not otherwise contribute to base flow at Riverside Narrows; and any return flow from imported water used in Riverside County which contributes to base flow at Riverside Narrows; provided, however, that such use of the underground storage capacity in each of the above situations does not adversely affect San Bernardino Valley in the discharge of its obligations at Riverside Narrows under the Orange County Judgment, nor interfere with the accomplishment by San Bernardino Valley of the primary objectives of Paragraph VIII, as stated in Subdivision (g).

(c) The replenishment obligations of Western under this Judgment shall not apply during such times as amounts of base flow at Riverside Narrows and the amounts of water stored in the ground water resources below Bunker Hill Dike and tributary to the maintenance of such flow are found by Order of the Court to be sufficient to satisfy any obligation which San Bernardino Valley may have under this Judgment, or under the

*Storage Areas*

*Doesn't this allow overproduction of Basin can full?*

1 Orange County Judgment, and if the Court further finds by Order  
2 that during such times any such increase in pumping, changes  
3 in use or exports would not adversely affect San Bernardino  
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino  
6 Valley under Paragraph X of this Judgment for increase in  
7 exports from the Colton and Riverside Basin Areas within San  
8 Bernardino Valley below the Bunker Hill Dike shall not apply  
9 during such times as the amounts of water in the ground water  
10 resources of such area are found by Order of the Court to be  
11 sufficient to satisfy the obligations which San Bernardino  
12 Valley may have to Plaintiffs under this Judgment, and if the  
13 Court further finds by Order that during such times any such  
14 increases in exports would not adversely affect Plaintiffs in  
15 the future.

16  
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY  
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will  
21 convey reclaimed sewage effluent, or other water, to or near  
22 Riverside Narrows, to meet its obligations under this or the  
23 Orange County Judgment, the City of Riverside shall make  
24 available to San Bernardino Valley for that purpose any unused  
25 capacity in the former Riverside Water Company canal, and the  
26 Washington and Monroe Street storm drains, without cost except  
27 for any alterations or capital improvements which may be  
28 required, or any additional maintenance and operation costs which  
29 may result. The use of those facilities shall be subject to the  
30 requirements of the Santa Ana River Basin Regional Water Quality  
31 Control Board and of the State Health Department, and compliance  
32

1 therewith shall be San Bernardino Valley's responsibility.

2  
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and  
6 subsequent orders of this Court shall be administered and  
7 enforced by a Watermaster. The parties hereto shall make such  
8 measurements and furnish such information as the Watermaster  
9 may reasonably require, and the Watermaster may verify such  
10 measurements and information and obtain additional measurements  
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee  
13 of two persons. San Bernardino Valley and Western shall each  
14 have the right to nominate one of such persons. Each such  
15 nomination shall be made in writing, served upon the other  
16 parties to this Judgment, and filed in Court. Such person shall  
17 be appointed by and serve at the pleasure of and until further  
18 order of this Court. If either Western or San Bernardino Valley  
19 shall at any time nominate a substitute appointee in place of  
20 the last appointee to represent it, such appointee shall be  
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of  
23 the data which have been used in preparation of this Judgment,  
24 and shall be utilized by the Watermaster in connection with  
25 any questions of interpretation.

26 (d) Each and every finding and determination of the  
27 Watermaster shall be made in writing certified to be by  
28 unanimous action of both members of the Watermaster committee.  
29 In the event of failure or inability of such Watermaster  
30 Committee to reach agreement, the Watermaster committee may  
31 determine to submit the dispute to a third person to be selected  
32

1 by them, or if they are unable to agree on a selection, to be  
2 selected by the Court, in which case the decision of the third  
3 person shall be binding on the parties; otherwise the fact,  
4 issue, or determination in question shall forthwith be  
5 certified to this Court by the Watermaster, and after due notice  
6 to the parties and opportunity for hearing, said matter shall  
7 be determined by order of this Court, which may refer the  
8 matter for prior recommendation to the State Water Resources  
9 Control Board. Such order of the Court shall be a determination  
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and  
12 to each party hereto in writing not more than seven (7) months  
13 after the end of each year, or within such other time as the  
14 Court may fix, on each determination made by it pursuant to this  
15 Judgment, and such other items as the parties may mutually  
16 request or the Watermaster may deem to be appropriate. All of  
17 the books and records of the Watermaster which are used in the  
18 preparation of, or are relevant to, such reported data,  
19 determinations and reports shall be open to inspection by the  
20 parties hereto. At the request of any party this Court will  
21 establish a procedure for the filing and hearing of objections  
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each  
24 person on the Watermaster shall be borne by the District which  
25 nominated such person. All other Watermaster service costs and  
26 expenses shall be borne by San Bernardino Valley and Western  
27 equally.

28 (g) The Watermaster shall initially compute and  
29 report to the Court the natural safe yield of the San Bernardino  
30 Basin Area, said computation to be based upon the cultural  
31

1 conditions equivalent to those existing during the five  
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical  
4 determine the correct figures for Paragraphs V(b), VI(b)1,  
5 VIII(a), IX(a) and X, as the basis for an appropriate  
6 supplemental order of this Court.

7  
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing  
11 jurisdiction of the subject matter and parties to this Judgment,  
12 and upon application of any party, or upon its own motion, may  
13 review and redetermine, among other things, the following  
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or  
16 all of the separate basins described in this Judgment in order  
17 to determine from time to time the safe yield of the San  
18 Bernardino Basin Area.

19 2. The desirability of appointing a  
20 different Watermaster or a permanent neutral member of the  
21 Watermaster, or of changing or more clearly defining the duties  
22 of the Watermaster.

23 3. The desirability of providing for increases  
24 or decreases in the extraction of any particular party because  
25 of emergency requirements or in order that such party may  
26 secure its proportionate share of its rights as determined  
27 herein.

28 4. The adjusted rights of the Plaintiffs as  
29 required to comply with the provisions hereof with respect to  
30 changes in the natural safe yield of the San Bernardino Basin  
31

32 27.

2 Area. If such changes occur, the Court shall adjudge that the  
3 adjusted rights and replenishment obligations of each party  
4 shall be changed proportionately to the respective base rights.

5 5. Conforming the obligations of San  
6 Bernardino Valley under this Judgment to the terms of any new  
7 judgment hereafter entered adjudicating the water rights within  
8 San Bernardino Valley, if inconsistencies of the two judgments  
9 impose hardship on San Bernardino Valley.

10 6. Adjusting the figures in Paragraphs V(b),  
11 VI(b) 1, VIII(a) IX(a), and X, to conform to determination  
12 by the Watermaster.

13 7. Credit allowed for return flow in the San  
14 Bernardino Basin Area if water levels therein drop to the point  
15 of causing undue hardship upon any party.

16 8. Other matters not herein specifically set  
17 forth which might occur in the future and which would be  
18 of benefit to the parties in the utilization of the surface and  
19 ground water supply described in this Judgment, and not  
20 inconsistent with the respective rights of the parties as herein  
21 established and determined.

22 (b) Any party may apply to the Court under its  
23 continuing jurisdiction for any appropriate modification of  
24 this Judgment if its presently available sources of imported  
25 water are exhausted and it is unable to obtain additional  
26 supplies of imported water at a reasonable cost, or if there is  
27 any substantial delay in the delivery of imported water through  
28 the State Water Project.



XV  
SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

1 and filed a valid and effective express assumption of the  
2 obligations imposed upon such Plaintiff under this Judgment as  
3 to such transferred water rights, such transferring Plaintiff  
4 shall thereupon be discharged from all obligations hereunder.  
5 If any Plaintiff shall cease to own any rights in and to the water  
6 supply declared herein and shall have caused the appearance and  
7 assumption provided for in the third preceding sentence with  
8 respect to each voluntary transfer, then upon application to  
9 this Court and after notice and hearing such Plaintiff shall  
10 thereupon be relieved and discharged from all further  
11 obligations hereunder. Any such discharge of any Plaintiff  
12 hereunder shall not impair the aggregate rights of defendant  
13 San Bernardino Valley or the responsibility hereunder of the  
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided  
16 herein shall not result in any loss of the right. San  
17 Bernardino Valley does not guarantee any of the rights set out  
18 herein for Western and the other Plaintiffs as against the  
19 claims of third parties not bound hereby. If Western or the  
20 other Plaintiffs herein should be prevented by acts of third  
21 parties within San Bernardino County from extracting the  
22 amounts of water allowed them by this Judgment, they shall have  
23 the right to apply to this Court for any appropriate relief,  
24 including vacation of this Judgment, in which latter case all  
25 parties shall be restored to their status prior to this  
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder  
28 on San Bernardino Valley may be deferred until imported water  
29 first is available to San Bernardino Valley under its contract  
30 with the California Department of Water Resources and the  
31

1 obligation so accumulated may be discharged in five  
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the  
4 method by which the cost of providing replenishment will be  
5 financed, and no provision of this Judgment, nor its failure  
6 to contain any provision, shall be construed to reflect any  
7 agreement relating to the taxation or assessment of extractions.

8  
9  
10 XVI  
EFFECTIVE DATE

11  
12 The provisions of Paragraphs III and V to XII of this  
13 Judgment shall be in effect from and after January 1, 1971;  
14 the remaining provisions are in effect immediately.

15  
16 XVII  
COSTS

17  
18 No party shall recover its costs herein as against  
19 any other party.

20  
21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22 DATED: *April 17, 1969*

23  
24  
25 ENTERED

*[Signature]*  
JUDGE OF THE SUPERIOR COURT

26  
27 APR 17 1969

28 JUDGMENT BOOK *124* PG *42*

259

1 SURR & HELLYER  
Attorneys at Law  
2 599 Arrowhead Avenue  
San Bernardino, California  
3 Telephone: Turner 4-4704  
4 Attorneys for Lytle Creek Water and  
Improvement Company and Citizens  
5 Land and Water Company of Bloomington

*James A. Stone*  
entered Dec 15 1961  
E. 167  
V. District of Justice Clerk  
By *James A. Stone*  
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN BERNARDINO

SURR & HELLYER  
Attorneys at Law  
San Bernardino, California

11 THE LYTLE CREEK WATER AND IMPROVEMENT )  
12 COMPANY, a corporation, )  
13 )  
14 ) Plaintiff, )  
15 )  
16 ) vs. )  
17 )  
18 ) FONTANA RANCHOS WATER COMPANY, a corpor- )  
19 ) ation; HIGHLAND AVENUE WATER COMPANY, a )  
20 ) corporation; CITIZENS LAND AND WATER COMPANY )  
21 ) OF BLOOMINGTON, a corporation; CITY OF RIALTO, )  
22 ) a municipal corporation; and CITY OF COLTON, a )  
23 ) municipal corporation; et al., )  
24 )  
25 ) Defendants. )

No. 81264 -  
DECREE

20 WHEREAS, there has been filed in the above-entitled action a  
21 Stipulation for Judgment duly executed by and on the part of each and all of  
22 the following named parties to said action (who are collectively hereinafter  
23 referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-  
24 provement Company, a corporation (hereinafter referred to as "Lytle Creek");  
25 Citizens Land and Water Company of Bloomington, a corporation (hereinafter  
26 referred to as "Citizens"); Fontana Union Water Company, a corporation (here-  
27 inafter referred to as "Fontana Union"); City of Colton, a municipal corporation  
28 (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation  
29 (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a  
30 county water district organized and existing under the California County Water  
31 District Law (hereinafter referred to as "Semi-Tropic"); and

32 WHEREAS, the Fontana Union was sued herein as John Doe

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ATTORNEYS AT LAW  
San Bernardino, California

1 Company No. 1, a corporation, and the Complaint herein should be amended  
2 accordingly; and

3 WHEREAS it appears that Semi-Tropic should be joined as a  
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the  
6 defendants Fontana Rancho Water Company, a corporation, and Highland  
7 Avenue Water Company, a corporation; and

8 WHEREAS the Court has heard and considered evidence on the  
9 part of the various stipulating parties; and

10 WHEREAS the parties have in said Stipulation for Judgment  
11 waived Findings of Fact and Conclusions of Law;

12  
13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
14 DECREED as follows:

15 1. The Complaint herein is hereby amended to set forth the true  
16 name of the defendant John Doe Company No. 1, a corporation, which is  
17 Fontana Union Water Company, a corporation.

18 2. Semi-Tropic County Water District is hereby joined as a  
19 defendant in this action.

20 3. As used herein the terms listed below shall have the respec-  
21 tive meanings next following them, viz:

22 (a) "Rivito Basin" or "Basin" shall mean that certain terri-  
23 tory in the County of San Bernardino, State of California, which is more par-  
24 ticularly described on Exhibit "1".

25 (b) "Year" shall mean a twelve month period commencing on  
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water  
28 which will cover one acre to a depth of one foot, also being 43,560 cubic  
29 feet, and which also is equal to a flow of 25,208 miner's inches of water for  
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any  
32 priority to take water from the Basin, and the rights of the parties to take

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the  
3 amount of water in acre feet to which the stipulating parties are respectively  
4 entitled to extract from the Basin in each year are as follows:

5	Colton	3,010 acre feet
6	Rialto	1,580 acre feet
7	Citizens	3,260 acre feet
8	Fontana Union	550 acre feet
	Lyle Creek	3,600 acre feet
	Semi-Tropic	-0- acre feet

9 6. The following described wells in the Basin are designated  
10 and referred to herein as index wells for the purpose of determining the ele-  
11 vation above sea level of the ground waters within the Basin. These wells  
12 are as follows:

13 (a) "Duncan Well" - presently owned by Rialto, having  
14 State Location No. 1S/SW-3A1, State Serial No. D-1084, located 109 feet  
15 South of the center line of Baseline and 233 feet West of the center line of  
16 Cactus Avenue.

17 (b) "Willow Street Well" - presently owned by Lyle Creek,  
18 having State Location No. 1S/SW-2K1, State Serial No. D-1085, located 202  
19 feet East of the center line of Willow Street and 133 feet North of the center  
20 line of Victoria Avenue.

21 (c) "Boyd Well" - presently owned by Citizens, having  
22 State Location No. 1S/SW-12L1, State Serial No. D-1095, located 109 feet West  
23 of the center line of Eucalyptus Street and 155 feet North of the center line of  
24 Wilson Street.

25 For the purpose of determination of the elevation of water above  
26 sea level in the said index wells, the elevation above sea level of each of  
27 the index wells is established as follows:

28	(a) "Duncan Well"	1352.79
29	(b) "Willow Street Well"	1287.00
30	(c) "Boyd Well"	1177.19

31 If for any reason any or all of said wells shall not be available  
32

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1 for measurement the identity and location of a substitute index well or wells  
2 may be determined by a written stipulation executed by at least three-fourths  
3 in number of the stipulating parties (or their successor(s) in interest) and  
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of  
6 the index wells shall be measured in each of the months of March, April,  
7 and May in each year. Each stipulating party shall be entitled from time to  
8 time to designate one individual to be present and observe such measurements.  
9 Measurements shall be made by the owners of the respective wells or such  
10 other person, firm or corporation which three-fourths in number of the stipu-  
11 lating parties shall designate to do so. Such measurements shall be made  
12 at such times as the index well measured is not being pumped and has not  
13 been pumped within the preceding twenty-four hours.

DAVID S. HILL, JR.  
ATTORNEY AT LAW  
1000 ...

14 7. As used herein the term "spring-high water level" for a year  
15 at each of the index wells shall mean the highest elevation in feet above  
16 sea level of the surface of the water table which shall be measured in each  
17 respective index well at any one of the monthly measurements during either  
18 March, April, or May.

19 In any year in which the average of the elevation of the  
20 spring-high water level in the three index wells is above elevation 1002.3  
21 feet above mean sea level, no stipulating party shall be limited in the amount  
22 of water which may be pumped from the Basin. However, no stipulating party  
23 shall acquire any additional right to extract water from the Basin by reason  
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the  
26 spring-high water level in the three index wells is between 1002.3 feet above  
27 mean sea level and 969.7 feet above mean sea level, each party shall be  
28 entitled to pump from the Basin in such year only the amount of water to which  
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the  
31 spring-high water level in the three index wells is below 969.7 feet above  
32 mean sea level, then the amount of water which the stipulating parties shall

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San Bernardino, California

1 be entitled to pump from the Basin during such year shall be reduced one per  
2 cent (1%) for each one (1) foot that the said average is below 969.7 feet above  
3 mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

4 9. If any stipulating party acquires any of the wells located  
5 within the Basin which are described on Exhibit "2", which is attached hereto  
6 and hereby incorporated herein, such party shall have the additional right to  
7 extract water from the Rialto Basin annually in the amount set forth on said  
8 Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all its extrac-  
10 tions of water from the Basin so that it can be determined therefrom what extrac-  
11 tion of water was taken from each well or combination of wells or other water  
12 sources in the Basin from which such party received water in each year. Each  
13 stipulating party shall equip each of its wells with a water metering device  
14 which shall accurately measure the entire quantity of water pumped from the  
15 well. Each stipulating party shall allow the other stipulating parties access  
16 upon reasonable notice to the wells of such party to permit of inspection and  
17 testing the metering equipment.

18 Upon written demand of any stipulating party, the party keeping  
19 such records shall within thirty (30) days after receipt of such demand supply  
20 to the party making such demand or other person designated by such party in  
21 such demand a written statement of the amount of water (in acre feet) so taken  
22 from each such well or combination of wells or other sources for each year after  
23 1961 with respect to which no such statement has previously been supplied.

24 11. Every provision of this judgment in favor of all applies to any  
25 party hereto and also applies to and inures to the benefit of and shall also bind  
26 all of the heirs, legal representatives, successors and assigns of such party.

27 12. Nothing in this judgment contained shall prevent any stipulat-  
28 ing party from selling or otherwise disposing of or purchasing or otherwise  
29 acquiring any rights to extract water from the Basin which may be adjudged to  
30 belong to any other stipulating party; but any such right to acquire or to dispose  
31 of shall remain subject to any limitation or restrictions herein expressed

32 13. The stipulating parties will unite in opposing any new taking



1 of water from the Basin by other than a stipulating party or parties and will  
2 prorate the expenses in making such opposition, including litigation or engi-  
3 neering expenses, provided that:

4 (a) The term "new taking" shall not include any water  
5 development in the Basin hereafter made for the sole purpose of maintaining  
6 but not increasing any quantity of water now being taken from the Basin by the  
7 person who may hereafter make such development; or in the exercise by any  
8 person of an overlying right who is not a stipulating party.

9 (b) If any stipulating party does not join in prosecuting  
10 any future suit to prevent, enjoin or limit any such new or unlawful taking,  
11 such stipulating party not so joining shall bear proratably the expenses of such  
12 suit, including attorneys' fees and engineering fees, only if final judgment  
13 is rendered in such suit preventing enjoining or limiting such taking.

14 14. No stipulating party shall be entitled to recover court  
15 costs from any other stipulating party in this proceeding.

16 15. The court will retain jurisdiction to enter modifications of  
17 this decree upon a finding of changed circumstances.

18 16. In the event through litigation of the supply of water in the  
19 Basin, or by reason of adjudication in any subsequent action, the stipulating  
20 parties in the aggregate shall be unable to pump and extract from the Basin a  
21 quantity of water so great as the aggregate water is set forth herein, the stip-  
22 ulating parties shall prorate the aggregate quantity of water available in the  
23 Basin as long as such inability shall continue.

24 17. The listing herein of any number of acre feet for any party  
25 to this action other than a stipulating party shall not be deemed an admission  
26 by any stipulating party that a non-stipulating party is entitled to any water  
27 whatsoever from the Basin, nor as to the quantity which such non-stipulating  
28 party may take from the Basin, but each such figure for any non-stipulating  
29 party is listed in order that the stipulating parties may between themselves  
30 agree as to their rights to extract water on account of acquisition of the wells  
31 of non-stipulating parties.

32 18. As between stipulating parties only no extraction of water

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SAN FRANCISCO, CALIFORNIA

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from the Basin by any stipulating party in excess of the amount herein provided to be taken by such party shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating party the right to plead any statute of limitation or latches with respect to water extracted by such party in excess of such amount.

19. No objection shall ever be made by any party to this judgment as to the interest or right of any such party as herein defined or as to the validity of this judgment not so defining such interest or right on the ground that such interest or right as so defined is not consistent with or warranted by the pleadings in this action relative thereto, and if in any case it shall appear that any such interest or right as so defined is in fact not consistent with or warranted by such pleadings then such pleadings shall be deemed and treated as amended to conform to and sustain such interest and right as herein defined, and said pleadings shall be deemed sufficient to support this judgment.

Each of the parties to this judgment waives all right of appeal therefrom and no appeal shall be taken by any party hereto from this judgment or any part thereof and the same shall constitute a final judgment.

DONE IN OPEN COURT this 22<sup>nd</sup> day of November, 1964.

J. W. H. [Signature]  
Judge of the Superior Court

13 545 41

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue, thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370

Exhibit "2"

*Handwritten notes:*  
 12/10/23  
 12/10/23  
 12/10/23  
 12/10/23



1 Company No. 1, a corporation, and the Complaint herein should be  
2 amended accordingly; and

3 WHEREAS, it appears that Semi-Tropic should be joined as a  
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the  
6 defendants Fontana Ranchos Water Company, a corporation, and Highland  
7 Avenue Water Company, a corporation; and

8 WHEREAS, the Court has heard and considered evidence on the  
9 part of the various stipulating parties; and

10 WHEREAS, the parties have in said Stipulation for Judgment  
11 waived Findings of Fact and Conclusions of Law;

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
13 DECREED as follows:

14 1. The Complaint herein is hereby amended to set forth the true  
15 name of the defendant John Doe Company No. 1, a corporation, which is  
16 Fontana Union Water Company, a corporation.

17 2. Semi-Tropic County Water District is hereby joined as a  
18 defendant in this action.

19 3. As used herein the terms listed below shall have the respec-  
20 tive meanings next following them, viz:

21 (a) "Rialto Basin" or "Basin" shall mean that certain terri-  
22 tory in the County of San Bernardino, State of California, which is more par-  
23 ticularly described upon Exhibit "1", and which also includes all percolating  
24 water and underground water and water sources underlying said territory.

25 (b) "Year" shall mean a twelve month period commencing on  
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water  
28 which will cover one acre to a depth of one foot, also being 43,560 cubic  
29 feet, and which also is equal to a flow of 25.208 miner's inches of water for  
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any  
32 priority to take water from the Basin, and the rights of the parties to take

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water from the Basin as between themselves are set forth herein.

5. Subject to the pro rata reductions hereinafter set forth, the amount of water in acre feet to which the stipulating parties are respectively entitled to extract from the Basin in each year are as follows:

Colton	3,010 acre feet	- 390 <sup>0</sup>
Rialto	1,580 acre feet	- 310 <sup>0</sup>
Citizens	3,260 acre feet	-
Fontana Union	550 acre feet	- 97 <sup>0</sup> - 74 <sup>0</sup>
Lytle Creek	3,600 acre feet	-

6. The following described wells in the Basin are designated and referred to herein as index wells for the purpose of determining the elevation above sea level of the ground waters within the Basin. These wells are as follows:

- (a) "Duncan Well" - presently owned by Rialto, having State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet South of the center line of Baseline and 233 feet West of the center line of Cactus Avenue.
- (b) "Willow Street Well" - presently owned by Lytle Creek, having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202 feet East of the center line of Willow Street and 133 feet North of the center line of Victoria Avenue.
- (c) "Boyd Well" - presently owned by Citizens, having State Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of the center line of Eucalyptus Street and 155 feet North of the center line of Wilson Street.

For the purpose of determination of the elevation of water above sea level in the said index wells, the elevation above sea level of each of the index wells is established as follows:

- (a) "Duncan Well"
- (b) "Willow Street Well"
- (c) "Boyd Well"

If for any reason any or all of said wells shall not be available

1 for measurement, the identity and location of a substitute index well or wells  
2 may be determined by a written stipulation executed by at least three-fourths  
3 in number of the stipulating parties (or their successor(s) in interest) and  
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of  
6 the index wells shall be measured in each of the months of March, April,  
7 and May in each year. Each stipulating party shall be entitled from time to  
8 time to designate one individual to be present and observe such measurements.  
9 Measurements shall be made by the owners of the respective wells or such  
10 other person, firm or corporation which three-fourths in number of the stipu-  
11 lating parties shall designate to do so. Such measurements shall be made  
12 at such times as the index well measured is not being pumped and has not  
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year  
15 at each of the index wells shall mean the highest elevation in feet above  
16 sea level of the surface of the water table which shall be measured in each  
17 respective index well at any one of the monthly measurements during either  
18 March, April, or May.

19 In any year in which the average of the elevation of the  
20 spring-high water level in the three index wells is above elevation 1002.3  
21 feet above mean sea level, no stipulating party shall be limited in the amount  
22 of water which may be pumped from the Basin. However, no stipulating party  
23 shall acquire any additional right to extract water from the Basin by reason  
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the  
26 spring-high water level in the three index wells is between 1002.3 feet above  
27 mean sea level and 969.7 feet above mean sea level, each party shall be  
28 entitled to pump from the Basin in such year only the amount of water to which  
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the  
31 spring-high water level in the three index wells is below 969.7 feet above  
32 mean sea level, then the amount of water which the stipulating parties shall



1 be entitled to pump from the Basin during such year shall be reduced ten  
2 per cent (10%) for each one (1) foot that the said average is below 969.7 feet  
3 above mean sea level.

4 9. If any stipulating party acquires any of the wells located  
5 within the Basin which are described on Exhibit "2", which is attached  
6 hereto and hereby incorporated herein, such party shall have the additional  
7 right to extract water from the Rialto Basin annually in the amount set forth  
8 on said Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all extrac-  
10 tions of water from the Basin so that it can be determined therefrom what  
11 extraction of water was taken from each well or combination of wells or  
12 other water sources in the Basin from which such party received water in  
13 each year.

14 Upon written demand of any stipulating party, the party  
15 keeping such records shall within thirty (30) days after receipt of such demand  
16 supply to the party making such demand, or other person designated by such  
17 party in such demand, a written statement of the amount of water (in acre  
18 feet) so taken from each such well or combination of wells or other sources  
19 for each year after 1961 with respect to which no such statement has pre-  
20 viously been supplied.

21 11. Every provision of this judgment in favor of all applies to  
22 any party hereto and also applies to and inures to the benefit of and shall  
23 also bind all of the heirs, legal representatives, successors and assigns  
24 of such party.

25 12. Nothing in this judgment contained shall prevent any stipu-  
26 lating party from selling or otherwise disposing of or purchasing or otherwise  
27 acquiring any rights to extract water from the Basin which may be adjudged to  
28 belong to any other stipulating party; but any such right to acquire or so dis-  
29 pose of shall remain subject to any limitation or restrictions herein expressed.

30 13. The stipulating parties will unite in opposing any new taking  
31 of water from the Basin other than a stipulating party or parties and will pro-  
32 rate the expenses in making such opposition, including litigation or engineer-

1 ing expenses, provided that:

2 (a) The term "new taking" shall not include any water develop-  
3 ment in the Basin hereafter made for the sole purpose of maintaining but not  
4 increasing any quantity of water now being taken from the Basin by the person  
5 who may hereafter make such development.

6 (b) If any stipulating party does not join in prosecuting any  
7 future suit to prevent, enjoin or limit any such new or unlawful taking, such  
8 stipulating party not so joining shall bear proratably the expenses of such suit,  
9 including attorneys' fees and engineering fees, only if final judgment is ren-  
10 dered in such suit preventing enjoining or limiting such taking.

11 14. No stipulating party shall be entitled to recover court costs  
12 from any other stipulating party in this proceeding.

13 15. The Court will render jurisdiction to enter modifications of this  
14 decree.

15 16. In the event through litigation of the supply of water in the  
16 Basin, or by reason of adjudication in any subsequent action, the stipulating  
17 parties in the aggregate shall be unable to pump and extract from the Basin a  
18 quantity of water so great as the aggregate water is set forth herein, the stipu-  
19 lating parties shall prorate the aggregate quantity of water available in the  
20 Basin as long as such inability shall continue.

21 17. The listing herein of any number of acre feet for any party to  
22 this action other than a stipulating party shall not be deemed an admission by  
23 any stipulating party that a non-stipulating party is entitled to any water what-  
24 soever from the Basin, nor as to the quantity which such non-stipulating party  
25 may take from the Basin, but each such figure for any non-stipulating party  
26 is listed in order that the stipulating parties may between themselves agree  
27 as to their rights to extract water on account of acquisition of the wells of  
28 non-stipulating parties.

29 18. As between stipulating parties only no extraction of water from  
30 the Basin by any stipulating party in excess of the amount herein provided to  
31 be taken by such party shall be deemed adverse to any other stipulating party,  
32 and each stipulating party hereby waives as against each other stipulating

1 party the right to plead any statute of limitation or latches with respect to  
2 water extracted by such party in excess of such amount.

3 19. No objection shall ever be made by any party to this judgment  
4 as to the interest or right of any such party as herein defined or as to the vali-  
5 dity of this judgment not so defining such interest or right on the ground that  
6 such interest or right as so defined is not consistent with or warranted by the  
7 pleadings in this action relative thereto, and if in any case it shall appear  
8 that any such interest or right as so defined is in fact not consistent with or  
9 warranted by such pleadings then such pleadings shall be deemed and treated  
10 as amended to conform to and sustain such interest and right as herein defined,  
11 and said pleadings shall be deemed sufficient to support this judgment.

12 Each of the parties to this judgment waives all right of appeal  
13 therefrom and no appeal shall be taken by any party hereto from this judgment  
14 or any part thereof and the same shall constitute a final judgment.

15 DONE IN OPEN COURT this \_\_\_\_ day of \_\_\_\_\_, 1961.

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Judge of the Superior Court

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 <i>R.I.A.T.</i>
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 <i>R.I.A.T.</i>
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 <i>R.I.A.T.</i>
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 <i>S.B.</i>
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 <i>...</i>
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 <i>...</i>
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360 <i>...</i>
1N/5W-17K1	1170-B	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>...</i>
1N/5W-17G1	D-1170	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>...</i>
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard .036 miles North of Highland Avenue	70 <i>...</i>
1N/5W-31A1	D-1176	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 <i>...</i>

**RIALTO BASIN GROUNDWATER COUNCIL  
FRAMEWORK AGREEMENT**

This **RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** (“**Agreement**”) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2020 by and among the City of Colton (“**Colton**”), the City of Rialto (“**Rialto**”), Fontana Union Water Company (“**FUWC**”) and West Valley Water District (“**WVWD**”), each of which is referred to as a “**Party**,” for the purpose of coordinating, developing, and implementing groundwater management activities that individually or cumulatively address groundwater management in, and groundwater sustainability throughout, the Rialto Basin as defined in Section 1.1.8 below.

**RECITALS**

**WHEREAS**, on and after September 12, 2018, in an effort to commit to sustainable groundwater management principles, the Parties, San Bernardino Valley Municipal Water District, San Gabriel Valley Water Company, Fontana Water Company and Cucamonga Valley Water District (“**Cucamonga**”) entered into a Settlement Agreement as defined in Section 1.1.9 below;

**WHEREAS**, the Settlement Agreement requires completion of this Framework Agreement within one year of the final Settlement Agreement amendments executed in February 2019;

**WHEREAS**, the Settlement Agreement contained Condition 3, titled “Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin;”

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement requires the parties to develop, adopt and implement a sustainable groundwater management plan.

**WHEREAS**, Condition 3 (1.) of the Settlement Agreement states that if the Parties agree, the sustainable groundwater management plan is to include a new index well regime, the possibility of establishing an operating safe yield, and/or other groundwater management tools.

**WHEREAS**, by joining the Settlement Agreement, the Parties to this Agreement accepted and agreed to the Recitals, Definitions, Principles and Agreements set forth in the Settlement Agreement, including Condition 3 (1.).

**WHEREAS**, the Parties to this Agreement all overlie, produce water from, or are otherwise invested in the management and long-term sustainability of the groundwater of the Rialto Basin as identified on the Map attached hereto as Exhibit A;

**WHEREAS**, The Rialto Basin is part of the Rialto Subbasin which underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This Subbasin is bounded by the San Gabriel Mountains on the north, the San Jacinto

fault on the east, the Rialto Basin boundary on the south, and the Rialto fault on the west. Lytle Creek flows through this part of the valley southeastward to its confluence with the Santa Ana River in the southern part of the Subbasin;

**WHEREAS**, the groundwater supplies of the Rialto Basin are governed by a court decree dated December 22, 1961 (the “1961 Decree”) in the case styled *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. A copy of the 1961 Decree is attached hereto as Exhibit D;

**WHEREAS**, pursuant to the Settlement Agreement, FUWCs No Man’s Land production of 5,014 acre feet/year will be counted as part of the Rialto Basin production limits in the 1961 decree, and it is the intention of the Parties in forming the Rialto Basin Groundwater Council to apply, administer, and conform to the requirements and provisions of the 1961 Decree.

**WHEREAS**, Water Code Section 10720.8(a) identifies the Rialto Basin as an adjudicated groundwater basin. As such, the Rialto Basin is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to the Department of Water Resources per Water Code Section 10720.8(f);

**WHEREAS**, notwithstanding that the Rialto Basin is not required to comply with SGMA, the Parties to this Agreement wish to coordinate their efforts to identify their respective access to, and application of, water supplies, and to harmonize use of such supplies with available groundwater in the Rialto Basin. Working to ensure that the water imported into the Rialto Basin and the facilities used to apply both imported and native water supplies to productive beneficial uses for groundwater replenishment, will allow the Rialto Basin to be maintained and managed in a sustainable manner over the long-term. The Parties recognize that the key to success in this effort is a coordinated effort with other groundwater management entities as well as the development of a strategy for coordination of recharge activities throughout the Rialto Basin;

**WHEREAS**, ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become increasingly important, and proactive efforts are needed to improve and mitigate low groundwater levels in the Rialto Basin through the spreading of imported water supplies, which at times are limited in availability, due to drought, environmental, and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties which is essential to prevent overdraft or other negative impacts during an extended drought, and for the foreseeable future;

**WHEREAS**, the Parties, individually and collectively, are committed to cost effective and cooperative groundwater management that respects the interests and concerns of all of the parties and the communities that they serve and which rely on the Rialto Basin for their water supply;.

**WHEREAS**, the Parties hereby enter into this Agreement for the purpose of establishing the Rialto Basin Groundwater Council (“RBGC”) to take the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the

Rialto Basin, coordinate maintenance of conveyance and recharge facilities, and coordinate with existing groundwater agencies in the Rialto Basin to expedite such management strategies. The RBGC will ensure overall coordination and sustainable management of the Rialto Basin; and,

**WHEREAS**, the Parties have agreed that the preliminary steps for establishing RBGC will include preparation of formation documents and procedures, the engagement of necessary experts, and the development of a budget and funding procedure for the RBGC as memorialized in this Agreement.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

### 1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “*Agreement*” means this Rialto Basin Groundwater Council Agreement.

1.1.2 “*Annual Rialto Basin Groundwater Report*” shall mean the annual report prepared by the RBGC, to cover topics including, but not limited to, the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Rialto Basin. In preparing such report, the RBGC may consult with, and draw from, data and information provided by Santa Ana River and Western/San Bernardino Watermasters and/or other reliable sources regarding annual groundwater conditions.

1.1.3 “*BTAC*” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The RBGC may request BTAC to undertake specified actions in support of the RBGC’s efforts.

1.1.4 “*Cost Share*” shall mean that portion of the overall annual operating costs of the RBGC assigned to a Party pursuant to the Equitable Allocation, as based on the annual budget of the RBGC.

1.1.5 “*Effective Date*” shall mean the date that the last Party executes this Agreement.

1.1.6 “*Equitable Allocation*” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs and supplemental water cost, for each Party based on an annual approved budget. This allocation will be shared equally by the Parties for the applicable RBGC budget year.



1.1.7 **No Man’s Land**” shall mean that portion of the Rialto-Colton Basin that is outside the Rialto Basin as shown on the maps attached as Exhibit A to the Settlement Agreement.

1.1.8 **“Rialto Basin”** shall mean that portion of the Rialto-Colton Basin defined in the 1961 Decree.

1.1.9 **“Settlement Agreement”** shall mean the settlement agreement dated September 12, 2018, as amended, that concluded the litigation styled *San Bernardino Municipal Water District et al v. San Gabriel Water Company et al*, a copy of which is attached as Exhibit C to this Agreement.

2. TERM

This Agreement shall become operative on the Effective Date.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the RBGC. There is hereby created the Rialto Basin Groundwater Council. The RBGC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of native and imported water supplies for application to the recharge and replenishment of the Rialto Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Rialto Basin, consistent with applicable law and judicial decrees. The RBGC is not a public agency subject to Government Code Sections 54950 et seq., nor is it a joint exercise of powers agreement as defined by Government Code sections 6300 et seq.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties for the purpose of cooperatively managing certain aspects of the Rialto Basin including, but not limited to, accessing and applying imported water supplies to augment and complement native water supplies toward the goal of maintaining the long-term yield of the Rialto Basin, ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time, and undertaking supply reliability activities that are approved by the RBGC and included in the annual approved budget.

3.3 Membership of the RBGC. The RBGC shall consist of one representative and one alternate from each Party. RBGC members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the RBGC. For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. Each Party shall also appoint one alternate representative who shall be a publicly elected official of the Party or a member of its Board of Directors or senior management level employee of the Party.

Members of the RBGC shall serve throughout the term of this Agreement, provided that such members may be subject to removal and replacement by the appointing Party.

#### 4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the RBGC shall be held at a location overlying the Rialto Basin. The RBGC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record RBGC proceedings and actions, and any other officers it deems appropriate for the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The RBGC shall establish a regular meeting time and place. The RBGC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Rialto Basin. The RBGC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate. The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (Cal. Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act..

4.3 Quorum. A quorum of the RBGC shall consist of three members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if the member participates in the meeting telephonically upon such rules and procedures as the RBGC may promulgate.

4.4 RBGC Voting Rights. Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the RBGC and any expenditures for O& M expenses related to groundwater recharge and replenishment activities, costs of such facilities, and the cost of purchasing, transporting, and delivering supplemental water for groundwater recharge shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.4.2 Subject to the Equitable Allocation and Cost Share requirements, any change in annual assessments necessary to support the work of the RBGC shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.5 Minutes. The RBGC shall cause minutes to be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. The RBGC shall further cause a copy of draft minutes to be forwarded to each member of the RBGC and to each Party, which may be done electronically, or by way of posting to a commonly available website or digital portal.

5. ANNUAL BUDGETING AND EXPENDITURE APPROVAL

5.1 The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. The RBGC shall coordinate with BTAC to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of water, the likely unit cost of such water, and the recharge needs of the Rialto Basin, in terms of quantities of water, locations where Rialto Basin conditions would most benefit from recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the RBGC shall prepare a budget that recommends all of the following:

- (a) the amount of water supplies available to be purchased or otherwise acquired by RBGC members in the coming year;
- (b) the recommended application or distribution of such water supplies to various parts of the Rialto Basin as recharge or as in-lieu supplies;
- (c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing and future groundwater recharge and conveyance facilities serving to replenish the Rialto Basin;
- (d) any capital improvement projects approved by the RBGC
- (e) any administrative costs of the RBGC; and
- (f) proposed allocation of all expenditures in the budget among RBGC members as their portion of the Cost Share based upon the Equitable Allocation and Cost Share Requirements in this Agreement.

5.1.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the proposed budget shall be presented and circulated to all RBGC members for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based.

5.1.3 No later than sixty (60) days after each member agency's budget has been approved by their respective governing bodies, the RBGC shall meet to deliberate and pass upon the budget. The RBGC may accept, reject, or modify in any way the budget as proposed. Adoption of the budget shall require unanimous approval by the members and the subsequent approval by their respective governing boards or councils.

5.2 The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC by tracking and securing the funding from the RBGC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all imported water supplies. The appointed

entity shall perform the accounting and revenue collection functions of the RBGC in tracking and securing the funding from its members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all facilities costs. In the event of any delinquency, the approved entity may request the RBGC to appoint it, or any other RBGC member or group of members, to represent the RBGC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the RBGC authorized to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the RBGC from such authorized agent.

5.3 No later than six (6) months into the budget year for which any budget is adopted by the RBGC, the RBGC shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the RBGC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

## 6. COUNCIL POWERS AND DUTIES

6.1 The RBGC shall exercise the following powers:

6.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the RBGC.

6.1.2 To produce an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from Western Municipal Watermaster, or other sources. The Annual Report shall include data showing each Party's production from the Rialto Basin and recharge or replenishment, if any, to the Rialto Basin.

6.1.3 To monitor groundwater production and extractions in coordination with BTAC.

6.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Rialto Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

6.1.5 To establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC. Committees shall exist for the term specified in the action creating the committee, and the RBGC may dissolve a committee at any time through a majority vote of three voting members.

6.1.6 To contract, on behalf of the RBGC, for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the RBGC, upon such terms as the RBGC and BTAC shall agree in writing.

6.1.7 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Rialto Basin.

6.1.8 To collect assessments from RBGC members as authorized in the approved budget.

6.1.9 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

6.1.10 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the RBGC.

6.1.11 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the RBGC's name.

6.1.12 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218, California Public Utilities Commission ratemaking policies and procedures, and similar revenue-raising requirements.

6.1.13 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

## 7. FUNDING RBGC ACTIVITIES

7.1 Funding for RBGC activities shall be as provided in Section 1.1.6. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for Rialto Basin recharge activities, as those Operation and Maintenance costs shall be determined by the RBGC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components in accordance with the provisions in Section 1.1.6 of this Agreement.

## 8. DISPUTE RESOLUTION

8.1 The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

8.2 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written

statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

8.3 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

8.4 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

8.5 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

## 9 RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

9.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law, other than incorporating production right from No Man’s Land Basin into the Rialto Basin. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

9.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

9.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree.. However, FUWC’s production capacities of 5,014 acre-feet/year from No Man’s Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree.. It is the intention of the Parties in forming the RBGC to apply, administer, and conform to the requirements and provisions of the 1961 Decree. In the event of any conflict, except for incorporating FUWC’s production in No Man’s Land into the Rialto Basin production capacity limits in the 1961 decree, between the actions of the RBGC and the requirements and provisions of the 1961 Decree, the latter shall control.

9.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of the Parties.

9.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Except as provided in Section 9.3, nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Rialto Basin.

## 10. MISCELLANEOUS

10.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

10.2 Amendment. This Agreement may be amended or modified only by a written instrument approved by all voting members.

10.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court, County of San Bernardino, California and shall be deemed related to the 1961 Rialto Basin Decree, San Bernardino County Superior Court Action No. 81264 and to *San Bernardino Valley Municipal Water District et al. v. San Gabriel Water Company et al.*

10.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

10.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

10.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

10.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

10.10 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

10.11 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

10.12 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

10.13 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON:	CITY OF COLTON Attn: Utilities Director 650 N. La Cadena Drive Colton, CA 92324
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To CITY OF RIALTO:	CITY OF RIALTO Attn: Utilities Manager 150 S. Palm Avenue Rialto, CA 92376
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To WEST VALLEY WATER DISTRICT:	WEST VALLEY WATER DISTRICT Attn: General Manager 855 W. Baseline Road Rialto, CA 92376
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FONTANA UNION WATER COMPNY



To FONTANA UNION WATER  
COMPANY:

Attn: President  
15966 Arrow Route  
Fontana, CA 92335

With Copy to:

FONTANA UNION WATER COMPANY  
Attn: Director of Operations 15966 Arrow  
Route  
Fontana, CA 92335

10.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF COLTON,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
William R. Smith, City Manager

*[Signatures continued on next page]*



**CITY OF RIALTO**  
**a California general law city and**  
**municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Sean Grayson, Acting City Manager

*[Signatures continued on next page]*

**WEST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Clarence Mansell,  
General Manager

*[Signatures continued on next page]*

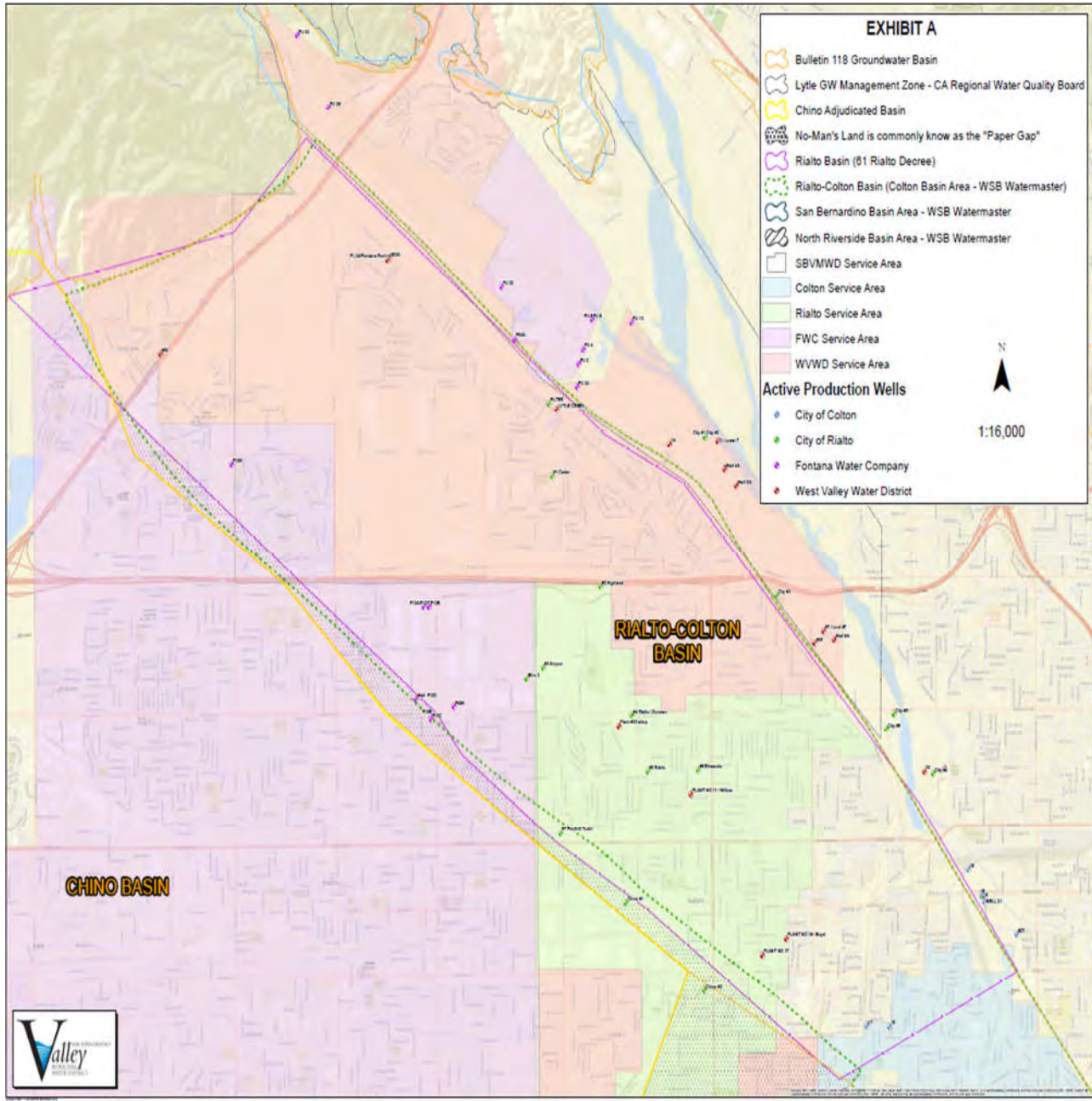
**FONTANA UNION WATER COMPANY**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
John Bosler, President

# EXHIBIT A

## Map of Rialto Basin



**Exhibit B**

**WATER RIGHTS SUMMARY**

The Parties to this agreement have agreed to the following water rights allocation:

<b>Member</b>	<b>Adjustable Rights</b>	<b>Fixed Rights</b>	<b>No Man's Land Adjustable Rights</b>	<b>Total Rights</b>	<b>Water Rights Allocation Percentage</b>
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%

**SETTLEMENT AGREEMENT**  
**Relating to the Diversion of Water From the Santa Ana River System**  
**(the "Seven Oaks Accord")**  
**July 21, 2004**



## TABLE OF CONTENTS

	Page
1. Withdrawal of Protests Presently Pending Before the SWRCB.....	2
a. Withdrawal of Protests.....	2
b. Support for Applications.....	2
c. Incorporation of Settlement in Applications.....	3
2. Effect of Agreement.....	3
3. Diversions from the Santa Ana River .....	3
a. Diversions by Water Users .....	3
(1) “Run of the River” Basis for Diversions.....	4
(2) Natural Flow of the Santa Ana River.....	4
(3) Water Users’ Service Areas .....	5
(4) Water Users’ Points of Diversion .....	5
(5) Cooperative Water Project Agreement Credits.....	6
(6) Permitted Surface Storage.....	6
(7) No Rights to Seven Oaks Reservoir.....	6
b. Applicants’ Diversion Rights.....	6
4. Groundwater Spreading Program .....	7
a. Development and Implementation of Program.....	7
b. Spreading by Water Users .....	7
5. Service of Water by Water Users.....	8
6. Banking and Exchanges .....	9
a. By Water Users.....	9
b. By Applicants.....	9
c. Pursuant to Applicants’ Program.....	9

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
d. Definition of Emergency.....	10
7. State Project Water.....	10
8. Water Subject to Agreement.....	10
9. Relationship to Other Agreements and Judgments.....	10
a. Cooperative Water Project Agreement.....	10
b. Agreements Among Water Users.....	10
c. Judgments.....	10
10. No Admissions.....	11
11. Preservation of Rights.....	11
12. Administration of Agreement.....	11
a. Recordation of Agreement.....	11
b. Books and Records.....	11
c. Disputes.....	12
1. Statement Describing Alleged Violation of Agreement.....	12
2. Response to Statement of Alleged Violation.....	12
3. Mediation of Dispute.....	12
4. Reservation of Rights.....	13
13. Implementation of Agreement.....	13
14. Environmental Impact Report.....	13
15. General Provisions.....	13
a. Authority.....	13
b. Amendment.....	13
c. Jurisdiction and Venue.....	13

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
d. Headings .....	14
e. Construction and Interpretation .....	14
f. Entire Agreement .....	14
g. Partial Invalidity.....	14
h. Successors and Assigns.....	14
i. Waivers .....	15
j. Attorneys' Fees and Costs .....	15
k. Necessary Actions.....	15
l. Compliance with Law .....	15
m. Third Party Beneficiaries .....	15
n. Counterparts .....	15
o. Notices .....	15

## SETTLEMENT AGREEMENT

### Relating to the Diversion of Water from the Santa Ana River System

This Settlement Agreement Relating to the Diversion of Water From the Santa Ana River (“**Agreement**”) is entered into this 21st day of July, 2004 (“Effective Date”) by and among: San Bernardino Valley Municipal Water District (“**Muni**”) and Western Municipal Water District of Riverside County (“**Western**”) (collectively, Muni and Western are referred to as the “**Applicants**”); the City of Redlands (“**Redlands**”); East Valley Water District (“**East Valley**”); and Bear Valley Mutual Water Company, Lugonia Water Company, North Fork Water Company and Redlands Water Company (“**Bear Valley**”), (collectively, Redlands, East Valley and Bear Valley are referred to as the “**Water Users**”). Each of the parties to this Agreement is referred to herein as a “**Party**” and the parties are collectively referred to herein as the “**Parties**.”

#### Recitals

Applicants have filed with the State Water Resources Control Board (“**SWRCB**”) Application Nos. 31165 and 31370 (collectively, the “**Applications**”) to appropriate water from the Santa Ana River for direct diversion and/or storage. Water Users have filed protests against the Applications alleging infringement of Water Users’ senior water rights and adverse impacts on the environment. The Parties wish to resolve these protests without the need for a lengthy and expensive water rights hearing.

Agreements

1. *Withdrawal of Protests Presently Pending Before the SWRCB.*
  - a. *Withdrawal of Protests.* Within twenty business days after the date on which Water Users receive a draft environmental impact report on the Applications for public review, Water Users shall each send to the SWRCB, via certified mail with a copy to Applicants, a letter withdrawing their respective protests against the Applications. Said letters shall be in the form provided in Exhibit A and incorporated herein by reference. Applicants shall provide Water Users with notice of the release of the draft environmental impact report via facsimile transmission upon its release.
  - b. *Support for Applications.* Water Users shall, simultaneously with the withdrawal of their respective protests to the Applications, also each send, via certified mail with a copy to Applicants, letters to the SWRCB supporting the issuance of permits to Applicants for the diversion and storage of the full quantities of water from the Santa Ana River identified in the Applications. Such letters shall be in the form provided in Exhibit B and incorporated herein by reference. Water Users shall also, upon written request by Applicants, send similar letters to local, state and federal agencies supporting the issuance of all other permits or regulatory approvals that may be necessary for Applicants to implement their plans to divert water from the Santa Ana River, including seasonal water conservation at Seven Oaks Dam and Reservoir, as reflected in the Applications. A list of all permits/approvals that Applicants presently believe may be required to implement the Applications is included in Exhibit B and incorporated herein by reference. Applicants shall update this list annually if additional permits/approvals become necessary to implement the plans identified in the Applications and Water Users agree not to object to such additional permits/approvals that may be needed to implement the Applications.

- c. *Incorporation of Settlement in Applications.* Applicants shall, within twenty business days of the date on which Applicants issue a draft environmental impact report on the Applications for public review, amend the Applications to incorporate the terms of this Agreement therein and request the SWRCB to incorporate the terms of this Agreement in any permits issued to Applicants.
2. *Effect of Agreement.* Paragraphs 3 to 11 of this Agreement shall not take effect unless and until: (i) the Parties complete the review and analysis, if any, that may be required by the terms of the California Environmental Quality Act of the potential physical change in the environment of implementing those provisions and (ii) the SWRCB approves the Applications, in whole or in part, and issues water rights permits to Applicants pursuant thereto. In the event that the SWRCB denies the Applications in their entirety, paragraphs 3 to 11 of this Agreement shall immediately be deemed null and void and no Party shall be bound thereby. In the event that the SWRCB approves the Applications by the issuance of permits which contain terms or provisions that are inconsistent with the terms or provisions of this Agreement, the Parties shall implement the terms or provisions of this Agreement to the extent legally permissible.
3. *Diversions from the Santa Ana River*
  - a. *Diversions by Water Users.* Subject to the conditions contained in subparagraphs 3(a)(1) to 3(a)(7) below, any rights granted Applicants by the SWRCB to divert water from the Santa Ana River shall be subject to the prior right of Water Users to divert up to the first 88 cfs of the natural flow of the Santa Ana River and Applicants shall not, during the term of this Agreement, object to, nor challenge by way of any administrative proceeding, judicial proceeding or otherwise, Water Users' combined diversion of up to the first 88 cfs of the natural flow of the Santa Ana River, as defined in paragraph 3(a)(7) below. Such diversion may include, without limitation, Water Users' diversion of water at rates sufficient to:

(i) equal the present and future treatment capacity of the Hinckley Treatment Plant or other water treatment plants used to deliver water for municipal and industrial purposes within Water Users' respective service areas, (ii) meet the irrigation demand from agricultural areas within Water Users' respective service areas, and (iii) satisfy other permitted uses of water as described in paragraphs 3(a)(1) and 3(a)(6) below. Nothing in this Agreement shall be interpreted to allow Water Users, under any circumstances, to divert water other than the first 88 cfs of the natural flow of the Santa Ana River.

- (1) *"Run of the River" Basis for Diversions.* All diversions by Water Users from the Santa Ana River must be made on a "run of the river" basis (i.e., diversions for immediate delivery for beneficial use without storage of any kind, either above or below ground) for delivery within Water Users' combined service areas, *provided, however,* that Water Users may spread a portion of the natural flow of the Santa Ana River as provided in paragraph 4 below and may store a portion of the natural flow of the Santa Ana River as provided in paragraph 3(a)(6) below.
- (2) *Natural Flow of the Santa Ana River.* The "natural flow of the Santa Ana River" is defined for purposes of this Agreement as the flow of the Santa Ana River in the Southern California Edison Company power conduit as measured downstream of Seven Oaks Dam, and the river pickup located downstream from Seven Oaks Dam and upstream from the afterbay of Southern California Edison Santa Ana River Powerhouse No. 3, less: (1) any releases from Bear Valley's Lake Account, and/or (2) any releases or spills from Big Bear Municipal Water District's Lake Account, as those accounts are defined in the 1977 judgment in *Big Bear Municipal Water District v. North Fork Water Company et al.* (San

Bernardino County Superior Court No. 165493) dated February 4, 1977, a copy of which is attached hereto as Exhibit C and incorporated herein by reference (the "1977 Judgment"). Water Users may divert up to the full 88 cfs using the combination of the Southern California Edison power conduit and the river pickup located downstream from Seven Oaks Dam and upstream from the afterbay of Southern California Edison Santa Ana River Powerhouse No. 3. The facilities described in this subparagraph are depicted in the map attached hereto as Exhibit D and incorporated herein by reference. If Southern California Edison sells or otherwise disposes of the power conduit system, Water User's right to divert the first 88 cfs of the natural flow of the Santa Ana River shall remain unaffected.

- (3) *Water Users' Service Areas.* The Water Users' combined service areas are defined more precisely in Exhibit E, which is attached hereto and incorporated herein by reference.
- (4) *Water Users' Points of Diversion.* Nothing in this Agreement is intended to prevent the Water Users from diverting water from points of diversion that they each respectively use at present. A list of such points of diversion is attached as Exhibit F and incorporated herein by reference. Water Users agree that Applicants may divert the water that is the subject of the Applications from Water Users' points of diversion, *provided* that Applicants may only divert water from Water Users' points of diversion during those times when there is diversion capacity available at those points of diversion which is excess to the needs of Water Users. Water Users shall execute the necessary documents, if any, to evidence full permission to Applicants to



divert water from Water Users' points of diversion, subject to the above restriction.

- (5) *Cooperative Water Project Agreement Credits.* Nothing in this Agreement is to be construed as precluding Water Users from delivering water in a manner that generates Deferred Exchange Water Credits under the terms of the Santa Ana River-Mill Creek Cooperative Water Project Agreement (the "Cooperative Water Project Agreement").
  - (6) *Permitted Surface Storage.* Nothing in this Agreement shall: (i) preclude Bear Valley from storing water to the extent needed for system surface storage in the Mentone Reservoir at its present location to meet the needs/demands of its shareholders or (ii) preclude Bear Valley's shareholders from storing water in Crafton Reservoir at its present location to meet the needs/demands of its shareholders. Nothing in this Agreement is intended to interfere with Redlands' and East Valley's regulatory storage of potable water above ground prior to delivery of that water to retail or wholesale customers.
  - (7) *No Rights to Seven Oaks Reservoir.* Nothing in this Agreement shall be construed as granting Water Users any right to water that is conserved at Seven Oaks Reservoir or as granting Water Users any right to store water at Seven Oaks Reservoir; provided, however, Water Users may divert, at the Bear Valley River Pickup, up to 88 cfs of the natural flow of the Santa Ana River that is temporarily detained behind Seven Oaks Dam.
- b. *Applicants' Diversion Rights.* Water Users shall not object to Applicants' diversion, pursuant to a permit or license issued by the SWRCB, of all water in the Santa Ana River in excess of the actual combined diversions

of Water Users, which, pursuant to paragraph 3(a) above, shall not exceed 88 cfs. Water Users shall have no claims to or rights in the water diverted by Applicants provided that nothing in this Agreement is to be construed as prohibiting Water Users from participating in programs developed or implemented by Applicants on the same terms and conditions as other water purveyors in the San Bernardino Valley.

4. *Groundwater Spreading Program.* Applicants, after consultation with Water Users, shall develop and manage a groundwater spreading program that is intended to maintain groundwater levels at the wells specified in Exhibit G at relatively constant levels, in spite of the inevitable fluctuations due to hydrologic variation. The groundwater spreading program shall identify target water level ranges in the specified wells and shall be subject to the requirement that such spreading not worsen the problem of high groundwater levels in the Pressure Zone. The determination of whether a particular action will worsen groundwater levels in the Pressure Zone shall be made using the integrated surface and groundwater models used by Applicants in the environmental impact report for the Applications, as those models may be refined in the future.
  - a. *Development and Implementation of Program.* Applicants shall adopt such an integrated management program within five years of the date on which the SWRCB grants Applicants a permit to divert water from the Santa Ana River. Water Users agree to limit spreading in the San Bernardino Basin Area so as to conform to an annual management plan adopted by Applicants that is consistent with the terms of this Agreement.
  - b. *Spreading by Water Users.* As part of the groundwater spreading program developed by Applicants, Bear Valley may, in lieu of a portion of its share of the 88 cfs of direct diversions of the natural flow of the Santa Ana River described in paragraph 3(a) above, divert up to a maximum collective total of 9 cfs for spreading at either the South Airport spreading basins and/or at the West Mill Creek spreading grounds. These spreading

grounds are shown on the map depicted in Exhibit H and incorporated herein by reference. The other Water Users, including but not limited to Redlands and East Valley, will also be able to participate in the spreading program by spreading a portion of their respective shares of the natural flows of the Santa Ana River within the 88 cfs limit described in paragraph 3(a) at the locations specified in Exhibit H. The maximum total spreading that may be done by all Water Users, in all locations at any given time, may not exceed a rate of 20 cfs, provided that such spreading shall not worsen high groundwater levels in the Pressure Zone as defined in paragraph 4 above. All spreading by Water Users is intended to be operated on a “put and take” basis with extractions occurring within one year of the date spread and Water Users shall report all spreading to Applicants on an annual basis for inclusion in the Watermaster’s report pursuant to the *Western* Judgment identified in paragraph 7(c) below.

5. *Service of Water by Water Users.* In accordance with all applicable provisions of law, Water Users shall only deliver surface water or groundwater:
  - a. within Water Users’ respective Service Areas as identified in Exhibit E, as modified from time to time in accordance with applicable law;
  - b. on a retail basis in areas outside Water Users’ respective Service Areas where a Water User provides such service on a 365 day/year basis; or
  - c. on a non-retail basis outside Water Users’ respective Service Areas and within the San Bernardino Basin Area, *provided that* if a Water User wishes to provide water on a non-retail basis outside its Service Area and within the San Bernardino Basin Area, it shall provide Applicants with at least 30 days’ written notice of such proposed non-retail service. If Applicants do not object in writing to such proposed non-retail service within 15 days from the date of the notice, the Water User may proceed with such non-retail service of water. If Applicants object to such

proposed non-retail service, Applicants and the Water User shall promptly meet to consider whether the provision of non-retail water service would reduce or interfere with the diversion of water by Applicants. If the integrated groundwater/surface water model referred to in paragraph 4 above shows that the proposal for non-retail service would not have any impacts on the location, timing, quantity, spreading or other characteristic of Applicants' diversions, then the Water User may implement the proposal. In all other cases, the proposal for non-retail service shall only be implemented with the prior written consent of Applicants, which shall not be unreasonably withheld or unduly delayed.

6. *Banking and Exchanges.*

- a. *By Water Users.* Save in cases of emergencies, water diverted by Water Users may only be wheeled, banked, exchanged or transferred, directly or indirectly, in lieu or otherwise in the manner allowed by the Cooperative Water Project Agreement.
- b. *By Applicants.* Water Users acknowledge that Applicants intend to bank and/or exchange substantial quantities of native Santa Ana River water for water imported from the State Water Project or other sources of imported or native water pursuant to a comprehensive program for water banking and/or exchanges in the San Bernardino Valley and elsewhere in Southern California that includes, but is not limited to, the groundwater spreading plan described in paragraph 4 above, and that is not inconsistent with the terms of this Agreement.
- c. *Pursuant to Applicants' Program.* Water Users acknowledge that Applicants intend to develop a comprehensive program for water banking and/or exchanges in the San Bernardino Valley and elsewhere in Southern California that includes, but is not limited to, the groundwater spreading plan described in paragraph 4 above. Water Users may participate in such

comprehensive water banking/exchange program on the same terms as other water purveyors.

- d. *Definition of Emergency.* For purposes of this Agreement, the term “**emergency**” shall be defined as provided in California Code of Regulations, title 14, section 15359.
7. *State Project Water.* Applicants reserve the right to store State Water Project water in Seven Oaks Reservoir, either in conjunction with or separately from, the storage of conserved water from the Santa Ana River system. Water Users will not object to such storage of State Water Project water in Seven Oaks Reservoir to the extent that such storage is not inconsistent with the terms of this Agreement.
8. *Water Subject to Agreement.* This Agreement addresses the Parties’ use of raw water (including surface water, non-contaminated groundwater and groundwater treated to remove contaminants) and potable water. Nothing in this Agreement shall be construed to regulate the Parties’ use of recycled municipal wastewater.
9. *Relationship to Other Agreements and Judgments.*
  - a. *Cooperative Water Project Agreement.* Nothing in this Agreement is intended to modify the rights of the Parties under the Cooperative Water Project Agreement.
  - b. *Agreements Among Water Users.* Nothing in this Agreement is intended to modify the rights of Water Users among themselves.
  - c. *Judgments.* Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1977 Judgment or the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969).

10. *No Admissions.* Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights of the Parties. The Parties agree that Evidence Code sections 1152 and 1154 render this Agreement inadmissible as evidence against any of the Parties in any adjudicative proceeding, except a proceeding to enforce or interpret the terms or conditions of this Agreement and/or the terms or conditions of a permit or permits issued to Applicants by the SWRCB pursuant to the Applications. In particular, nothing in this Agreement shall be construed as an admission by Applicants relating to the priority, nature, quantity or other characteristic of the water rights claimed by Water Users or a waiver of any contentions by Applicants relating to Water Users' claimed water rights.
11. *Preservation of Rights.* The Parties agree that this Agreement is in settlement of water right disputes and preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of Water Users among themselves to water from the Santa Ana River.
12. *Administration of Agreement*
  - a. *Recordation of Agreement.* Applicants shall, within ten days of the Effective Date of this Agreement, cause this Agreement to be recorded in the Official Records of the County of San Bernardino. Applicants shall provide Water Users with recorded copies of this Agreement promptly upon the receipt of such copies from the County of San Bernardino.
  - b. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records to facilitate such review. Access to

each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

- c. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:
- (1) *Statement Describing Alleged Violation of Agreement.* A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").
  - (2) *Response to Statement of Alleged Violation.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.
  - (3) *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult

with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).

(4) *Reservation of Rights.* Nothing in this paragraph 12 shall require a Party to comply with the dispute resolution' process contained herein and each Party retains and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to all Parties.

13. *Implementation of Agreement.* This Agreement shall become effective upon its approval by Muni, Western, Redlands, Bear Valley Mutual Water Company, and East Valley. Other Parties identified above shall have 90 days from the Effective Date to execute this Agreement.
14. *Environmental Impact Report.* Applicants shall include thresholds of significance and mitigation measures in substantially the form set forth in Exhibit I in their environmental impact report for the Applications.
15. *General Provisions.*
  - a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
  - b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
  - c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for



its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

- d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- e. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
- g. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- h. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this

Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

- i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.
- j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- l. *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- m. *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- n. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- o. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given

and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

BEAR VALLEY MUTUAL WATER COMPANY:

Bear Valley Mutual Water Company  
101 E. Olive Avenue  
Redlands, CA 92373  
(909) 793-4901  
(909) 793-7073 (FAX)  
Attn: General Manager

CITY OF REDLANDS:

City of Redlands  
35 Cajon Street  
Redlands, CA 92373  
(909) 798-7533  
(909) 798-7535 (FAX)  
Attn: Municipal Utilities Director

EAST VALLEY WATER DISTRICT:

East Valley Water District  
1155 Del Rosa Avenue  
P.O. Box 3427  
San Bernardino, CA 92413  
(909) 885-4900  
(909) 889-5732 (FAX)  
Attn: General Manager

LUGONIA WATER COMPANY:

Lugonia Water Company  
101 E. Olive Avenue  
Redlands, CA 92373  
(909) 793-4901  
(909) 793-7073 (FAX)  
Attn: General Manager

NORTH FORK WATER COMPANY

North Fork Water Company  
1155 Del Rosa Avenue  
P.O. Box 3427  
San Bernardino, CA 92413  
(909) 885-4900  
(909) 889-5732 (FAX)  
Attn: General Manager

REDLANDS WATER COMPANY

Redlands Water Company  
101 E. Olive Avenue  
Redlands, CA 92373  
(909) 793-4901  
(909) 793-7073 (FAX)  
Attn: General Manager

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:

San Bernardino Valley Municipal Water District  
1350 S. "E" Street (92408-2725)  
P. O. Box 5906 (92412-5906)  
San Bernardino, CA  
(909) 387-9222  
(909) 387-9247 (FAX)  
Attn: General Manager

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY:

Western Municipal Water District of Riverside County  
450 Alessandro Boulevard  
Riverside, CA 92508  
(909) 789-5000  
(909).780-3837 (FAX)  
Attn: General Manager

**BEAR VALLEY MUTUAL WATER COMPANY**

By: Robert A. Hinze  
Robert A. Hinze  
President, Board of Directors

**Attest:**

By: Charlotte L. Van Eck  
Charlotte L. Van Eck  
Secretary

**CITY OF REDLANDS**

By: Susan Pepler  
Susan Pepler  
Mayor

**Attest:**

By: Lorrie Poyzer  
Lorrie Poyzer  
City Clerk

**EAST VALLEY WATER DISTRICT**

By: George E. (Skip) Wilson  
George E. (Skip) Wilson  
President, Board of Directors

**LUGONIA WATER COMPANY**

By: David B. Knight  
David B. Knight  
President

**Attest:**

By: Charlotte Van Eck  
Charlotte Van Eck  
Secretary

**NORTH FORK WATER COMPANY**

By: Arnold L. Wright  
Arnold Wright  
President, Board of Directors

**REDLANDS WATER COMPANY**

By: Joseph P. Buoye  
Joseph P. Buoye  
President, Board of Directors

**Attest:**

By: Charlotte L. Van Eck  
Charlotte L. Van Eck  
Secretary

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: Patrick Milligan  
Patrick Milligan  
President, Board of Directors

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

By: Wayne Holcomb  
Wayne Holcomb  
President, Board of Directors

## List of Exhibits

<u>Exhibit</u>	<u>Title</u>
A	Form of Letter to the State Water Resources Control Board From Water Users Withdrawing Water Users' Protests
B	Form of Letter to the State Water Resources Control Board From Water Users Supporting the Issuance of Permits to Applicants (includes list of permits)
C	Judgment in <i>Big Bear Municipal Water District v. North Fork Water Company et al.</i> (San Bernardino Superior Court, No. 165493, February 4, 1977).
D	Map of Santa Ana River Facilities
E	Water Users' Service Areas
F	Water Users' Points of Diversion
G	SBBA Index Wells
H	Map of Water Users' Spreading Grounds
I	Thresholds of Significance and Mitigation Measures to be Included in Applicants' EIR

# EXHIBIT A



Arthur G. Baggett, Jr.  
Chairman  
State Water Resources Control Board  
1101 I Street  
Sacramento, California 95814

Re: Withdrawal of Protest by \_\_\_\_\_  
Application Nos. 31165 and 31370  
Santa Ana River, San Bernardino County

Dear Chairman Baggett:

\_\_\_\_\_ (“Protestant”) has filed protests against Application Nos. 31165 and 31370 which have been filed with the State Water Resources Control Board (the “SWRCB”) by San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County (“Applicants”). Protestant and Applicants have now approved a settlement agreement that resolves all of the matters that were the subjects of Protestant’s objections to Application Nos. 31165 and 31370. Protestant, accordingly, hereby withdraws its protests to Application Nos. 31165 and 31370. A copy of that executed settlement agreement is enclosed with this letter.

Please feel free to call if you or your staff have questions regarding this withdrawal of protests.

Very truly yours,

**EXHIBIT B**

Arthur G. Baggett, Jr.  
Chairman  
State Water Resources Control Board  
1101 I Street  
Sacramento, California 95814

Re: Letter of Support by \_\_\_\_\_  
Application Nos. 31165 and 31370  
Santa Ana River, San Bernardino County

Dear Chairman Baggett:

\_\_\_\_\_ (“Protestant”) has filed protests against Application Nos. 31165 and 31370 (collectively, the “Applications”) which have been filed with the State Water Resources Control Board (“SWRCB”) by San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County (collectively, “Applicants”). Protestant and Applicants have now approved and executed a settlement agreement that resolves all of the matters that were the subjects of Protestant’s objections to the Applications.

Protestant hereby supports the SWRCB’s issuance of permits to Applicants for the diversion and storage of the full quantities of water from the Santa Ana River identified in the Applications. Protestant also supports the issuance of all other permits or other regulatory approvals that may be necessary for Applicants to implement their plans to divert water from the Santa Ana River, including seasonal water conservation at Seven Oaks Dam and Reservoir, as reflected in the Applications.

Please feel free to call if you or your staff have questions regarding this letter in support of the Applications.

Very truly yours,

### Permits Potentially Required for Water Conservation at Seven Oaks Dam

The following is a list of permits that may, depending upon site-specific circumstances, be required in order for the Applicants to implement their plans for seasonal water conservation at Seven Oaks Dam. Applicants will identify necessary permits after the completion of the Final EIR on seasonal water conservation.

<i>Agency</i>	<i>Permits/Approvals</i>
U.S. Army Corps of Engineers	<ul style="list-style-type: none"> <li>• Approval for any physical alterations to Seven Oaks Dam and its operations, including seasonal water conservation</li> <li>• Approval for new pipelines to connect to facilities of Seven Oaks Dam</li> <li>• Permits/approvals per Section 404 of the Clean Water Act (for the discharge of dredged and fill material into waters of the United States)</li> <li>• Permits/approvals per Section 10 of the Rivers and Harbors Act (for construction in waterways)</li> <li>• Compliance with the National Environmental Policy Act (in conjunction with other Federal agencies)</li> </ul>
U.S. Fish and Wildlife Service	<ul style="list-style-type: none"> <li>• Permits/approvals per the Federal Endangered Species Act, Fish &amp; Wildlife Coordination Act, Migratory Bird Treaty Act and similar statutes (including, if needed, incidental take permits)</li> </ul>
U.S. Forest Service	<ul style="list-style-type: none"> <li>• Access agreements/permits for construction within the San Bernardino National Forest and other compliance with applicable Forest Plan(s)</li> <li>• Special use permit for water conservation at Seven Oaks Dam</li> </ul>
California State Water Resources Control Board	<ul style="list-style-type: none"> <li>• Approval of Muni/Western water rights applications 31165 and 31370</li> <li>• Clean Water Act Section 401 certification for all federal permits</li> </ul>
Santa Ana Regional Water Quality Control Board	<ul style="list-style-type: none"> <li>• Clean Water Act Section 401 certification for water quality/stormwater runoff during construction</li> <li>• National Pollutant Discharge Elimination System (NPDES) permit for ongoing pipeline cleaning and maintenance activities</li> </ul>
California Department of Fish and Game	<ul style="list-style-type: none"> <li>• Section 2081 and other permits per the California Endangered Species Act, the Fully Protected Species Act, the Natural Communities Conservation Program Act, and similar statutes (including, if needed, incidental take permits)</li> <li>• Section 1602 Streambed Alteration Agreement</li> <li>• Compliance with Section 5937 and similar statutes requiring that fish be kept in good condition below a dam or reservoir</li> </ul>

<i>Agency</i>	<i>Permits/Approvals</i>
State Historic Preservation Officer	<ul style="list-style-type: none"> <li>• Consultation per Section 106 of the National Historic Preservation Act</li> </ul>
South Coast Air Quality Control Board	<ul style="list-style-type: none"> <li>• Permit to Construct</li> <li>• Approval of the fugitive dust emissions plan</li> </ul>
County of San Bernardino	<ul style="list-style-type: none"> <li>• Road Encroachment and Closure permit</li> <li>• Flood Control Right-of-Way (for construction in the floodplain)</li> <li>• Soil Erosion and Sediment Control Permit</li> </ul>
City of Highland	<ul style="list-style-type: none"> <li>• Grading permits</li> <li>• Road encroachment and closure permits</li> </ul>
City of Rialto	<ul style="list-style-type: none"> <li>• Grading permits</li> <li>• Road encroachment and closure permits</li> </ul>
San Bernardino Flood Control District, Orange County Flood Control District, and Riverside County Flood Control and Water Conservation District (Local Sponsors of Seven Oaks Dam)	<ul style="list-style-type: none"> <li>• Encroachment permits and access agreements</li> <li>• Agreement(s) to implement seasonal water conservation at Seven Oaks Dam</li> </ul>
Metropolitan Water District of Southern California	<ul style="list-style-type: none"> <li>• Encroachment permits and access agreements</li> <li>• Exchange agreement (Attachment 5 to Coordinated Operating Agreement for Conveyance Facilities and State Water Project Supplies)</li> </ul>

# EXHIBIT C

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Original Filed

FEB 7 1977

V. Dennis Wardle  
County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

BIG BEAR MUNICIPAL WATER )  
DISTRICT, )  
 )  
 ) Plaintiff )  
 )  
 ) v. )  
 )  
 ) NORTH FORK WATER COMPANY )  
 ) et al., )  
 )  
 ) Defendants )  
 )

No. 165493

JUDGMENT

This action having been pending on appeal from a prior judgment of this Court, and the parties having stipulated to a form of judgment disposing of the issues raised by the complaint, and the Court of Appeal, pursuant to stipulation, having remanded the case for proceedings in accordance with said Stipulation for Judgment, and good cause appearing

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. DEFINITIONS AND EXHIBITS

1. Definitions. As used in this judgment, the following terms shall have the meanings herein set forth:

(a) Basin Make-up Water. Water provided by District to

DONALD D. STARK  
ATTORNEY AT LAW  
21 BUSINESS CENTER  
DRIVE

1 replace water lost to San Bernardino Basin by reason of  
2 operations under terms of the physical solution herein.

3 (b) Bear Creek. That certain tributary of the Santa  
4 Ana River rising in Upper Bear Creek Watershed and flowing  
5 past the Dam and down to the confluence of said creek and  
6 river, all as shown on Exhibit "A".

7 (c) Confluence. The point at which Bear Creek joins  
8 the Santa Ana River, as shown on Exhibit "A".

9 (d) Conservation District. San Bernardino Valley Water  
10 Conservation District.

11 (e) Dam. The multiple-arch concrete dam constructed in  
12 1911 at the location shown on Exhibit "A".

13 (f) District. Big Bear Municipal Water District.

14 (g) Division Box. The structure at the discharge from  
15 Power Plant No. 3, where Mutual divides the flow from the  
16 Edison Conduit between the North Fork and Redlands Canals.

17 (h) Edison. Southern California Edison Company.

18 (i) Edison Diversion. The works and facilities of  
19 Edison at the Confluence used to divert water into the  
20 Edison Conduit.

21 (j) Edison Conduit. The canal, pipeline and tunnels  
22 extending from the Edison Diversion, through Power Plants  
23 Nos. 1, 2 and 3 to the High Line and Division Box.

24 (k) Fiscal Year. July 1 to June 30, following.

25 (l) In Lieu Water. Water which is to be provided  
26 pursuant to the Physical Solution to Mutual by District,  
27 without cost to Mutual, in lieu of releases of Lake water.

28 (m) Lake. Big Bear Lake, being the body of water



1 impounded by the Dam.

2 (n) Lake Storage Right. The right of Mutual to use the  
3 full storage capacity of the Lake for storage of water  
4 diverted at the Dam, pursuant to Mutual's appropriative  
5 right, which storage right was expressly reserved by Mutual  
6 in its conveyance of the Lake Properties to Bear Valley  
7 Mutual Water Company Partial Liquidation Trust.

8 (o) Mill Creek Exchange. The Santa Ana River-Mill  
9 Creek Cooperative Water Project Agreement, dated May 3, 1976,  
10 as amended from time to time.

11 (p) Mouth of the Canyon. The location at which the  
12 Santa Ana River passes from its mountain canyon onto the  
13 alluvial valley overlying San Bernardino Basin, as shown on  
14 Exhibits "A" and "C".

15 (q) Mutual. Bear Valley Mutual Water Company.

16 (r) Mutual's Lake Water Operations. The calculated,  
17 hypothetical account of operation of the lake under condi-  
18 tions of In Lieu Water deliveries pursuant to the physical  
19 solution herein, which account shall be maintained by Water-  
20 master in accordance with Watermaster Criteria.

21 (s) North Fork Agreement. That certain agreement dated  
22 May 23, 1885, between Bear Valley Land and Water Company and  
23 North Fork Water Company, attached as Exhibit "E".

24 (t) Prior Right Agreements. Collectively, the North  
25 Fork Agreement and the Sunnyside Agreement, Exhibits "E" and  
26 "F".

27 (u) Prior Right Companies. Collectively, North Fork  
28 Water Company, Lugonia Water Company and Redlands Water

1 Company.

2 (v) San Bernardino Basin. The ground water basin  
3 underlying the San Bernardino Valley above the Bunker Hill  
4 Fault and downstream from the Mouth of the Canyon.

5 (w) Sunnyside Agreement. That certain agreement dated  
6 February 27, 1886, between The Shareholders in South Fork  
7 Ditch of the Santa Ana River, Sunnyside Division, and Bear  
8 Valley Land and Water Company, attached as Exhibit "F".

9 (x) Upper Bear Creek Watershed. The surface drainage  
10 area tributary to the Dam and drained by Bear Creek and its  
11 tributaries, as shown on Exhibit "A".

12 (y) Upper Santa Ana River Watershed. The surface  
13 drainage area tributary to the Edison Diversion on the Santa  
14 Ana River, as shown on Exhibit "A".

15 (z) Watermaster Criteria. The detailed engineering  
16 criteria, set forth in Exhibit "D".

17 Geographical Names, not otherwise defined herein, are used with  
18 reference to their appearance on Exhibits "A", "B" and "C".

19 2. Exhibits. The following exhibits are attached to this  
20 Judgment and by this reference are made a part hereof:

21 "A" -- General Location Map.

22 "B" -- Hydrologic Map of Upper Bear Creek Watershed.

23 "C" -- Map showing diversion facilities and relevant  
24 system of Mutual.

25 "D" -- Watermaster Operating Criteria.

26 "E" -- North Fork Agreement.

27 "F" -- Sunnyside Agreement.

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1 II. DECLARATIONS

2 A. HYDROLOGY

3 3. Upper Bear Creek Watershed is commonly known as Bear  
4 Valley. Its surrounding mountains rise to elevations of 8500  
5 feet, and the watershed extends down to the Dam at elevation 6743  
6 feet. Said watershed is drained by Bear Creek and its tributaries.  
7 Immediately easterly of Upper Bear Creek Watershed is the water-  
8 shed of Baldwin Lake. The dominant geographic feature in Upper  
9 Bear Creek Watershed is the Lake, which has existed continuously  
10 since 1883. Surrounding the Lake are several mountain communi-  
11 ties, the largest of which is Big Bear Village, situate on the  
12 southerly border of the Lake. Easterly of Big Bear Village and  
13 within Baldwin Lake Watershed is Big Bear City. Domestic water  
14 service in Upper Bear Creek Watershed is provided by Southern  
15 California Water Company, a public utility, Big Bear City Community  
16 Services District, and through individual domestic wells. All of  
17 the privately-held lands in Upper Bear Creek Watershed lie within  
18 the boundaries of District.

19 4. Early Santa Ana River Diversions. The earliest appropri-  
20 ations of water from the Santa Ana River commence in 1856 from the  
21 Santa Ana River as it traversed San Bernardino Basin. Two succes-  
22 sor diversions developed by progressive moving of canal and  
23 diversion facilities upstream to the Mouth of the Canyon, from  
24 which the North Fork Canal distributed water northwesterly into  
25 San Bernardino Basin and the Sunnyside Ditch distributed water  
26 southwesterly to the vicinity of Redlands. Above these canals  
27 there subsequently developed ancillary facilities to serve higher  
28 ground through the Edwards Canal and High Line, respectively. The

1 North Fork and Sunnyside diversions had established and claimed  
2 rights to substantially the entire surface flow of the Santa Ana  
3 River at the Mouth of the Canyon by 1883, when the predecessors of  
4 Mutual undertook to build the original dam at the Lake. In order  
5 to preserve the prior appropriative rights of the North Fork and  
6 Sunnyside diversions, Mutual's predecessors entered into the Prior  
7 Right Agreements, which agreements are still in effect.

8       5. Mutual's Diversion Practices. Mutual has multiple  
9 sources of supply, but its major, historic source is and has been  
10 stream flow from the Santa Ana River at the Edison Diversion, the  
11 supplementing of flows between the Edison Diversion and Mouth of  
12 the Canyon, and releases by Edison onto the High Line and to the  
13 Division Box. From the end of the Edison Conduit delivery is made  
14 through the Edwards and North Fork Canals and the Redlands Canal  
15 and High Line to satisfy the rights of Prior Right Companies and  
16 to meet the needs of Mutual's irrigation shareholders. The  
17 diversion facilities utilized by Mutual are shown on Exhibit "C".

18       6. District's Water Supply. District and its inhabitants  
19 rely entirely upon the precipitation and runoff within Upper Bear  
20 Creek Watershed for their water supplies for direct use and for  
21 recharge of the several small ground water basins in said water-  
22 shed. District does not have physical, or economically-feasible,  
23 access to significant supplies of supplemental nontributary  
24 sources of water. Although some inhabitants of District have  
25 riparian, overlying and appropriative rights to waters of Upper  
26 Bear Creek Watershed, neither District nor its inhabitants have  
27 any rights to water in storage in the Lake, or the right to store  
28 water in the Lake except to the extent that there is surplus

1 storage capacity in the Lake not utilized by Mutual.

2 B. DECLARATION OF RIGHTS

3 7. Mutual. Mutual is the owner of an appropriative right,  
4 with the priorities of 1883 and 1909, to divert at the Dam and  
5 store in the Lake for subsequent release and beneficial use within  
6 Mutual's service area of all of the flow of Bear Creek at the Dam  
7 and Lake. Said diversion shall be at such rate as may be reason-  
8 ably necessary to meet the requirements of Mutual's stockholders,  
9 not exceeding 65,000 acre feet in any ten (10) year period, as  
10 determined by the Board of Directors of Mutual in its sole discre-  
11 tion. Said rights have become prescriptive in nature as to all  
12 water right claimants downstream from the Dam, excepting only the  
13 rights of Prior Right Companies.

14 8. Prior Right Companies. Prior Right Companies, as the  
15 successors to the earliest diversion rights at the Mouth of the  
16 Canyon, are the owners of the prior appropriative rights confirmed  
17 by the Prior Right Agreements, which contractual rights constitute  
18 a burden and charge upon the said appropriative right of Mutual.  
19 The exact nature, scope and extent of the rights of prior right  
20 companies are set forth in said Prior Right Agreements (Exhibits  
21 "E" and "F"), and said agreements are hereby confirmed and shall  
22 remain otherwise unimpaired by the declarations and determination  
23 of this Judgment.

24 9. Conservation District. Conservation District owns an  
25 appropriative right to divert and spread storm flows of the Santa  
26 Ana River at and below the Mouth of the Canyon, for the benefit of  
27 water right claimants within Conservation District. Said rights  
28 are derived from and based upon

1 License No. 2831, Permit No. 2488 (8300 acre feet) and  
2 License No. 2832, Permit No. 2593 (2100 acre feet),  
3 issued by the Division of Water Rights of the California Water  
4 Resources Control Board, and from a prior statutory filing by  
5 Conservation District's predecessors dated October 6, 1911.

6 10. San Bernardino Basin Producers within the boundaries of  
7 Conservation District have rights in and to the safe yield of said  
8 San Bernardino Basin. Said safe yield is dependent, in part, on  
9 the flow of the river at the Mouth of the Canyon and return flows  
10 from applied water delivered by Mutual to its stockholders for use  
11 overlying the Basin. Both of said sources have historically  
12 included, from time to time, waters released from Upper Bear Creek  
13 Watershed through or over the Dam.

14 11. District. District owns the Dam and reservoir behind  
15 it, subject to the right of Mutual to store water in the Lake,  
16 pursuant to its appropriative right. To the extent that, at any  
17 time, there is surplus storage capacity in the reservoir not  
18 utilized by Mutual, District has the right to store water therein,  
19 including water acquired by reason of operation of the physical  
20 solution herein decreed or from any source or sources other than  
21 the surface flow of Bear Creek and its tributaries, or from non-  
22 tributary streams provided such non-tributary water has been  
23 diverted into the Lake by Mutual.

24  
25 III. INJUNCTIONS  
26

27 12. Against District. District, its officers, agents and  
28 employees are hereby ENJOINED AND RESTRAINED from interfering with

1 the release of water from the Lake to meet the requirements of  
2 Mutual, except in compliance with the physical solution herein-  
3 after decreed.

4  
5 IV. CONTINUING JURISDICTION

6 13. Continuing Jurisdiction. Full jurisdiction, power and  
7 authority are retained and reserved to the Court for the purpose  
8 of enabling the Court, upon application of any party by motion and  
9 upon 30 days' notice hereof, and after hearing thereon, to make  
10 such further and supplemental orders or directions as may be  
11 necessary or appropriate for interpretation, enforcement or carry-  
12 ing out this Judgment. The Court may award attorneys' fees to the  
13 prevailing party in any further proceedings, pursuant to this  
14 paragraph.

15  
16 V. WATERMASTER

17 A. APPOINTMENT AND COMPOSITION

18 14. Watermaster Committee. The Court will appoint a Water-  
19 master Committee, by subsequent order, in accordance with the  
20 following procedure:

21 (a) Nominations. On or before sixty (60) days after  
22 entry of judgment herein, nominations shall be submitted by  
23 a separate pleading filed herein. For said purpose, one  
24 nominee each shall be submitted by District, Mutual and  
25 Conservation District.

26 (b) Appointment. The three nominees, if acceptable to  
27 the Court, will thereupon be appointed by such subsequent  
28 order.

1 (c) Term. Watermaster representatives shall serve for  
2 terms of five (5) years, unless sooner removed by the Court  
3 on its own motion or at the request of the party nominating  
4 any such Watermaster representative.

5 (d) Watermaster Action. Said Watermaster members,  
6 acting as a committee, shall be and constitute the Water-  
7 master, for purposes of administering the provisions of this  
8 Judgment and subsequent orders of the Court. Action of a  
9 majority of Watermaster members shall constitute action of  
10 Watermaster.

11 B. POWERS AND DUTIES

12 15. Powers and Duties. Subject to the continuing super-  
13 vision and control of the Court, Watermaster shall have and may  
14 exercise the express powers, and shall perform the duties, as  
15 provided in this Judgment or hereafter ordered or authorized by  
16 the Court in the exercise of the Court's continuing jurisdiction.

17 16. Rules and Regulations. Watermaster shall make and adopt  
18 appropriate rules and regulations for conduct of Watermaster  
19 affairs, including meeting schedules and procedures. Said rules  
20 and regulations shall be submitted to and approved by the Court.  
21 Thereafter, Watermaster may amend said rules from time to time,  
22 upon notice to all parties and with the approval of the Court. A  
23 copy of said rules and regulations, and of any amendments thereof,  
24 shall be mailed to each party.

25 17. Studies. Watermaster shall undertake such studies and  
26 investigations and collect and maintain such hydrologic and other  
27 data and records as are necessary to implement the Physical  
28 Solution herein.



1           18. Accounting. Watermaster shall make calculations and  
2 maintain accounts to reflect both actual operation of Big Bear  
3 Lake and Mutual's Lake Water Operations. Said accounts shall be  
4 maintained in accordance with Watermaster Criteria.

5           19. Watermaster Expenses. Each party shall pay the costs  
6 and expenses of the representative of such party on Watermaster.  
7 The obligation for and cost of making measurements and accumula-  
8 ting basic data shall be assumed and paid as follows:

- 9                   (a) At and upstream from Dam -- District.  
10                   (b) Downstream from Dam -- Mutual and Conservation  
11                                 District, in shares to be agreed upon from time  
12                                 to time.

13 New or additional measurements, relevant hydrologic studies or  
14 other activities of Watermaster involving significant cost shall  
15 be paid pursuant to unanimous agreement entered into before such  
16 costs are incurred. In the absence of agreement, the Court will,  
17 by subsequent order, allocate any necessary common Watermaster  
18 expenses.

19           20. Reports. Watermaster shall prepare, serve on all  
20 parties and file with the Court an annual report on or before  
21 April 1 of each year, which shall set forth the accounting for  
22 water under the Physical Solution, and a report on all significant  
23 Watermaster activity during the preceding calendar year.

24           21. Review Procedures. All actions, decisions or rules of  
25 Watermaster shall be subject to review by the Court on its own  
26 motion or on timely motion by any party or Watermaster member, as  
27 follows:

- 28                   (a) Effective Date of Watermaster Action. Any action,

1 decision or rule of Watermaster shall be deemed to have  
2 occurred or been enacted on the date on which written notice  
3 thereof is mailed. Mailing of copies of approved Watermaster  
4 minutes to the parties shall constitute such notice to all  
5 parties.

6 (b) Noticed Motion. Any party or Watermaster member  
7 may, by a regularly noticed motion, apply to the Court for  
8 review of any Watermaster's action, decision or rule.  
9 Notice of such motion shall be mailed to Watermaster and to  
10 all parties. Unless otherwise ordered by the Court, such  
11 motion shall not operate to stay the effect of such Water-  
12 master action, decision or rule.

13 (c) Time for Motion. Notice of motion to review any  
14 Watermaster action, decision or rule shall be served and  
15 filed within ninety (90) days after such Watermaster action,  
16 decision or rule.

17 (d) De Novo Nature of Proceedings. Upon the filing of  
18 any such motion, the Court shall require the moving party to  
19 notify the parties and Watermaster of a date for taking  
20 evidence and argument. On the date so designated, the Court  
21 will review de novo the question at issue. Watermaster's  
22 findings or decision, if any, may be received in evidence at  
23 said hearing, but shall not constitute presumptive or prima  
24 facie proof of any fact in issue.

25 (e) Decision. The decision of the Court in such  
26 proceeding shall be an appealable supplemental order in this  
27 case. When the same is final, it shall be binding upon the  
28 Watermaster and all parties.

1  
2 VI. PHYSICAL SOLUTION  
3

4 23. Need For Physical Solution. There exists a need for  
5 additional water for recreational and wildlife enhancement pur-  
6 poses within District. There is not an economically feasible  
7 source of supplemental water available to meet the needs of  
8 District and its inhabitants for such purposes. Any such use by  
9 District of the waters in storage in the Lake will be junior to  
10 the declared rights of Mutual and other defendants herein. Supp-  
11 lemental sources of water may, from time to time, be available  
12 within defendants' areas of use (other than Edison), but are more  
13 expensive than waters which might be diverted from storage in the  
14 Lake. In order to assure the maximum beneficial use of waters of  
15 the State, in accordance with the mandate Article X Section 2 of  
16 the Constitution, it is appropriate that the Court adopt a phys-  
17 ical solution herein.

18 24. General Plan of Operation. In general terms, the  
19 physical solution hereafter decreed will provide for retention of  
20 waters of Bear Creek in the Lake by reason of delivery of In Lieu  
21 Water to Mutual's system. The costs of In Lieu Water and Basin  
22 Make-up Water shall be borne solely by District as consideration  
23 for the right to retain an equivalent quantity of stored water in  
24 the Lake for District's account.

25 25. District's Right to Provide In Lieu Water. District  
26 shall have the right to provide In Lieu Water to Mutual, at Dis-  
27 trict's sole expense, to be delivered into Mutual's system at  
28 locations designated by Mutual, as a condition of retaining in the

1 Lake water which would otherwise be required by Mutual for its  
2 use. Such In Lieu Water may be provided from any one or more of  
3 the following sources, or any other source usable for Mutual's  
4 purposes, and of comparable quality to waters released or subject  
5 to release from the Lake:

6 (a) Wells in San Bernardino Basin owned by Mutual.

7 (b) Third party wells or other sources, which are  
8 available under contract, lease or other arrangements with  
9 Mutual.

10 (c) Exchange water under the Mill Creek Exchange.

11 (d) State Project Water.

12 Provided, that Watermaster shall determine whether production of  
13 ground water pursuant to subparagraphs (a) or (b) hereof will have  
14 an unreasonable and adverse effect on water levels in any adjacent  
15 wells. In the event of such finding, Watermaster may prohibit us  
16 of such well or wells for production of In Lieu Water until  
17 Watermaster determines that such adverse effect is eliminated.

18 Provided, moreover:

19 (e) High Line Obligation. Because of the requirements  
20 by Mutual for delivery of water through its High Line and to  
21 the Edwards Canal, it is necessary that a minimum of 12 cfs  
22 be diverted into the Edison Conduit from all sources, in-  
23 cluding Santa Ana River and Bear Creek water at the Edison  
24 Diversion, canyon wells and surface inflow between the Edison  
25 Diversion and the Mouth of the Canyon. To the extent that  
26 said supplies fall below 12 cfs at the forebay of Edison  
27 Power House No. 3, being the start of the High Line, District  
28 shall release water to make up any deficiency therein from

1 water in storage in the Lake. Said High Line obligation  
2 shall supersede District's In Lieu Water right unless and  
3 until In Lieu Water can be provided by District to meet said  
4 High Line requirements from other sources.

5 (f) Dry Year Releases. In the event, by reason of  
6 natural disaster or extreme drought, or otherwise, Mutual is  
7 unable to meet its obligation under the Prior Right Agree-  
8 ments to Prior Right Companies, and there exists water in  
9 storage in the Lake which is not otherwise available to  
10 Mutual, District shall make such releases as are necessary to  
11 enable Mutual to meet said Prior Right obligations. In such  
12 event, District shall acquire a right to replacement of such  
13 quantities in the Lake for its account from the next natural  
14 inflow to the Lake, which would otherwise be credited to  
15 Mutual.

16 26. Basin Make-up Water. District's lake stabilization  
17 operations by exercise of its in lieu right may have some adverse  
18 impact on the supplies of water to the San Bernardino Basin.

19 27. Procedures for In Lieu Water. In the operation of  
20 District's In Lieu right, the following procedures shall be  
21 followed:

22 (a) District's Election to Provide In Lieu Water.  
23 District shall, on or before April 15 of each year, notify  
24 Mutual of District's intent to provide In Lieu Water during  
25 the following fiscal year, and shall designate the maximum  
26 amount it is prepared to so provide. District may, during  
27 any year, on ninety (90) day written notice, amend or modify  
28 the amount of In Lieu Water so specified.

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(b) Mutual's Order. At such time as Mutual's board, at its sole discretion, may determine that it requires the release of water from the Lake for the use of Mutual and the Prior Right Companies, Mutual shall notify District and, to the extent that District has indicated an intent to provide In Lieu Water, Mutual shall reasonably cooperate with, and give assistance to District in obtaining water from In Lieu Water sources. Any Lake water required by Mutual and not supplied by In Lieu Water shall be provided by District by Lake releases on at least 12 hours' notice by Mutual.

(c) Costs. Costs of In Lieu Water obtained by Mutual on behalf of District shall include all actual operating, maintenance and administrative costs attributable, in good accounting practice, to the acquisition of such In Lieu Water. Said costs shall also include pump tax applicable to such water, if any. In the event any well, pump, motor, booster pump or pipeline of Mutual used for production or delivery of In Lieu Water is required to be replaced at a time when such facility is being used for the production or delivery of In Lieu Water, District shall advance the cost of replacing such item; provided, however, that at the end of ten years after the completion of such replacement Mutual will reimburse District that percentage of the cost of such replacement which the number of hours said facility has been used by Mutual for its account during such ten-year period bears to the total number of hours such facility has been used during the ten-year period, plus interest on such amount at the rate of six percent (6%) per annum. In the event any

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300 BUSINESS CENTER  
DRIVE  
IRVING, CALIF. 92714  
STEARNS 344-8071

1 such facility is being used by Mutual for its own account at  
2 the time of such replacement, Mutual shall pay such replace-  
3 ment cost and shall be reimbursed by District in the same  
4 manner as provided above. All such replacement facilities  
5 shall be and remain the property of Mutual.

6 (d) Payment. Any costs incurred by Mutual with re-  
7 lation to In Lieu Water deliveries shall be paid by District  
8 within thirty (30) days of receipt of approved billing  
9 therefor. All bills for such In Lieu Water shall be sub-  
10 mitted to and approved by Watermaster, provided, however,  
11 that Watermaster may, if it deems it to be appropriate,  
12 require District to maintain on deposit reasonable sums to  
13 insure advance payment of current costs in order to relieve  
14 Mutual of any financial burden in connection with said  
15 In Lieu Water.

16 28. Procedure for Basin Make-up Water. Watermaster shall  
17 annually calculate the net amount of these various adjustments.  
18 District shall be obligated to periodically balance any resulting  
19 net deficiencies in recharge to the San Bernardino Basin as  
20 Watermaster shall determine. Balancing of any deficiency in said  
21 account shall occur at least once in each ten (10) year period,  
22 the time of delivery within said period to be at the option of  
23 District; provided, that in no event shall such negative impact be  
24 allowed to exceed 15,000 acre feet; provided, further, that if the  
25 net deficiency exceeds 10,000 acre feet, District shall reduce the  
26 net deficiency to at least 10,000 acre feet within the succeeding  
27 two (2) years; provided, however, that District shall, at the  
28 election of Conservation District on or before January 1, 1981,

1 reimburse Conservation District for the cost of up to 10,000 acre  
2 feet of replenishment water, at not to exceed the Mill Creek Ex-  
3 change price to members. Such payment shall result in an equiva-  
4 lent credit to District's account for Basin Make-up Water. To  
5 the extent practical, recharge will be directed to the sub-basins  
6 of San Bernardino Basin proportionally to the pattern of extrac-  
7 tion of In Lieu Water hereunder.

8 29. Accounting. Watermaster shall maintain three basic  
9 accounts, in accordance with Watermaster Operating Criteria, as  
10 follows:

11 (a) District's Lake Water Operation. A detailed  
12 account to reflect actual operation of the Lake by District  
13 shall be maintained.

14 (b) Mutual's Lake Water Operations. In addition, a  
15 corollary account shall be maintained to simulate the effect  
16 of Mutual's operations with regard to Lake water under the In  
17 Lieu Water operations.

18 (c) Basin Make-up Account. An account of District's  
19 annual and cumulative obligation for Basin Make-up Water  
20 shall also be maintained.

21 30. District's Obligation to Maintain Dam. Pursuant to  
22 District's stipulation and agreement, District shall perpetually  
23 maintain and protect the Dam and Lake to preserve and maintain the  
24 existing usable storage capacity of the Lake and shall comply with  
25 all dam safety regulations of the State of California or other  
26 appropriate public authority. No excavation or filling of the  
27 Lake or any part thereof shall be done within 500 feet of the Dam,  
28 except as necessary for repair, maintenance or replacement of the



1 Dam.

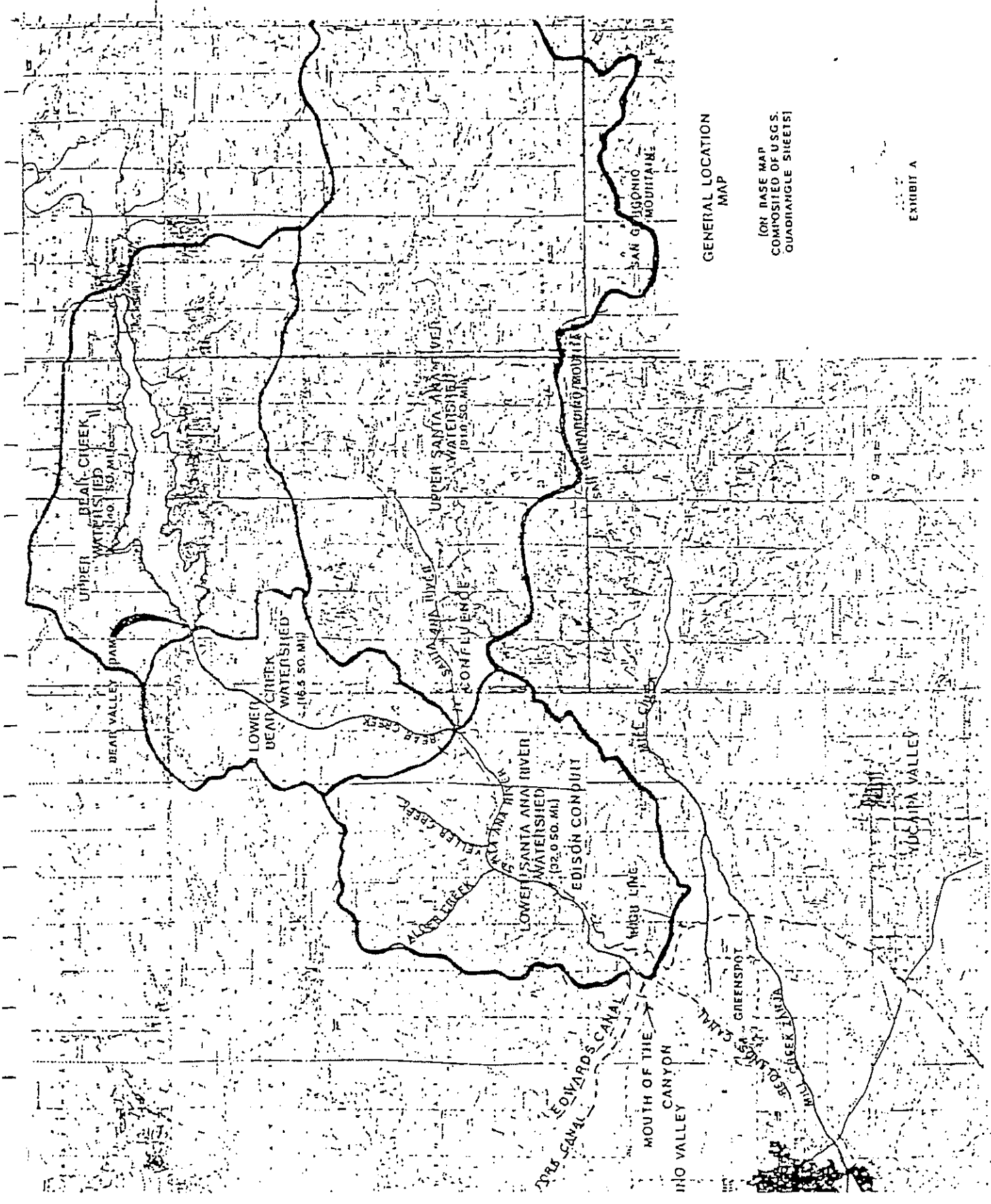
2 31. District to Hold Mutual Harmless. District shall hold  
3 Mutual free and harmless from any and all liability, cost or ex-  
4 pense (including attorney's fees) arising from District's opera-  
5 tion of the Lake pursuant to the Lake Surface Rights, and shall  
6 cause Mutual to be named as an additional insured on any public  
7 liability insurance policies which District may obtain covering  
8 its operation of the Lake.

9 32. Physical Solution Agreement. That certain "Physical  
10 Solution Agreement" heretofore entered into between District,  
11 Mutual and Conservation District on December 23, 1976, is super-  
12 seded by this Judgment.

13 33. Costs. No party shall recover any costs in this pro-  
14 ceeding from any other party.

15 DATED: FEBRUARY 4, 1977.

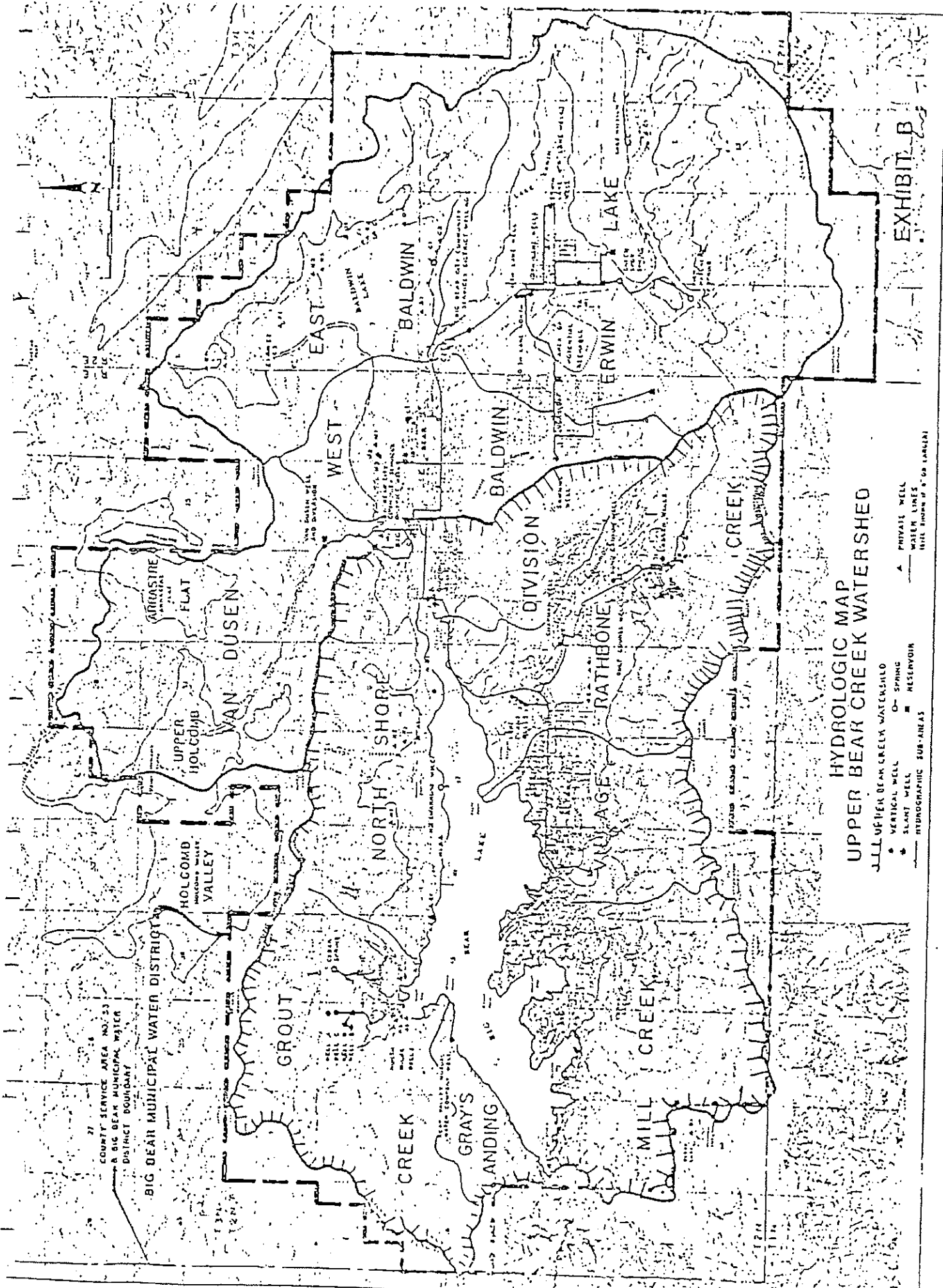
16  
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18 JOSEPH B. CAMPBELL  
Judge



GENERAL LOCATION  
MAP

(ON BASE MAP  
COMPOSED OF USGS  
QUADRANGLE SHEETS)

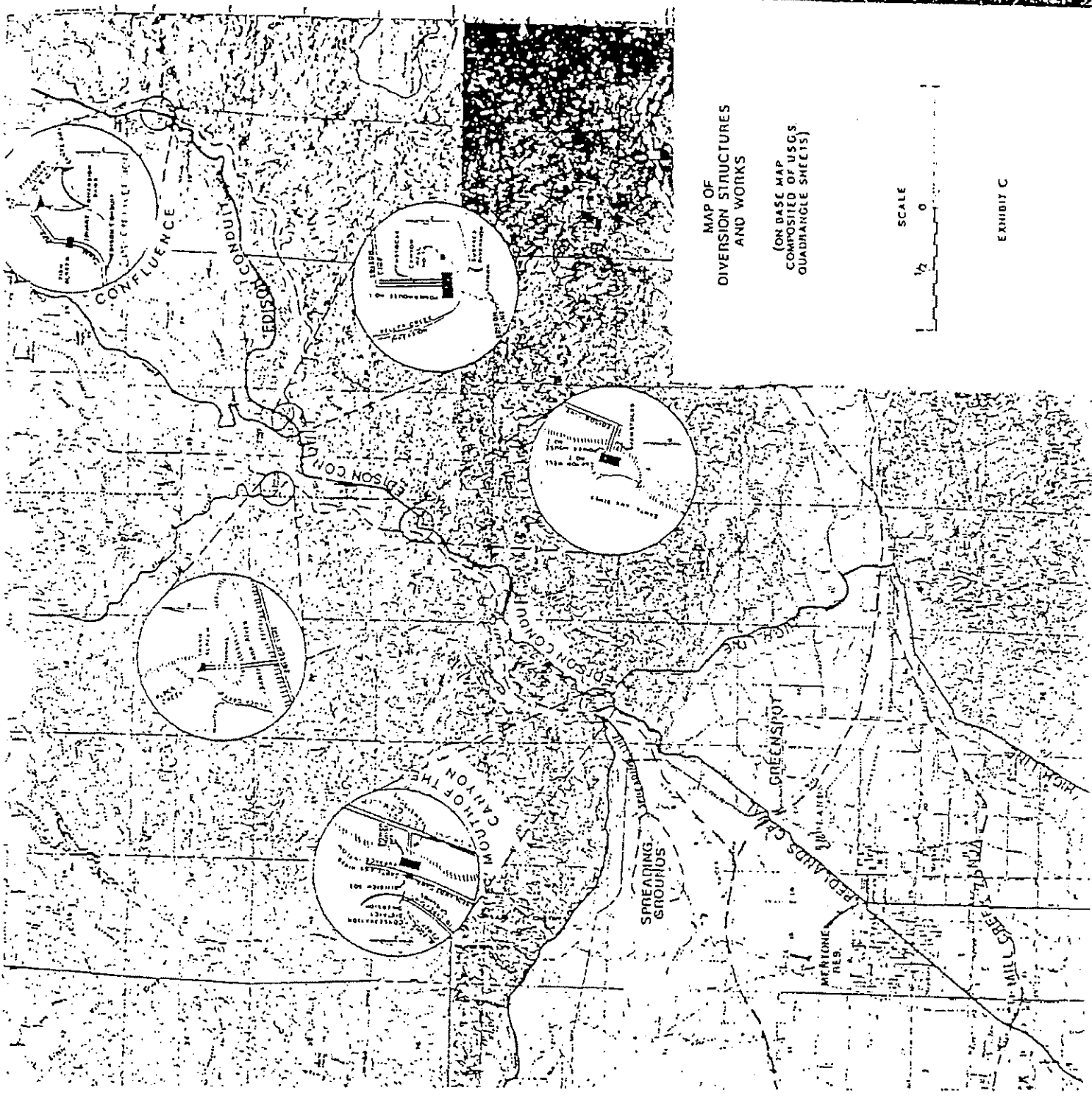
EXHIBIT A



**HYDROLOGIC MAP  
UPPER BEAR CREEK WATERSHED**

- JLL UPPER BEAR CREEK WATERSHED  
 ● VERTICAL WELL    ○ SPRING  
 ● SLANT WELL    ■ RESERVOIR  
 --- HYDROLOGIC SUB-AREAS  
 ▲ PRIVATE WELL  
 --- WATER LINES  
 --- (WITH UNDER P' OS LARCAN)

EXHIBIT B



MAP OF  
DIVERSION STRUCTURES  
AND WORKS

(ON BASE MAP  
COMPOSITE OF USGS  
QUADRANGLE SHEETS)

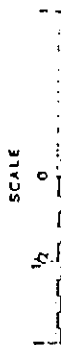


EXHIBIT C

EXHIBIT "D"

WATERMASTER OPERATING  
CRITERIA

The following operating criteria shall guide and bind Watermaster in administering the provisions of this Physical Solution Agreement:

1. Basic Data. Watermaster shall accumulate basic data in the form of measurements or estimates of the following flows or hydrologic facts which Watermaster may determine to be necessary to maintenance of accounts required by the physical solution. In the accumulation of such data, Watermaster shall observe the following criteria:

(a) Lake Elevations. Monthly readings shall be taken on or about the first of each month of the elevation of the lake surface as shown on the gage located at the Dam.

(b) Lake Evaporation. Evaporation stations shall be strategically located in the vicinity of the lake and average monthly rates of evaporation shall be calculated therefrom.

(c) Precipitation. Average total rainfall in Upper Bear Creek Watershed shall be derived from weighted analysis of rainfall stations to be designated or established by Watermaster.

(d) Surface Flows.

(1) Natural Tributary Inflow to Lake. All

measurable or observable surface inflow to the lake from Upper Bear Creek Watershed shall be measured or estimated, directly or indirectly, and aggregated monthly.

(2) Non-tributary Diversions to Lake.

Mutual currently causes waters of Siberia Creek Watershed to be diverted from Bluff Lake into Lake, and flood flows of Van Dusen Creek in Baldwin Lake Watershed to be similarly diverted. Such diversions of non-tributary waters, together with any additional such diversions shall be measured or calculated monthly and credited to the party causing such diversion. In the event Mutual desires to cease or abandon either its Bluff Lake or Van Dusen diversions, and District maintains or enlarges such flows at District's expense, such flows shall be credited to District's account in calculating water in storage vis-a-vis Mutual. In such event, accounting for such flows, for purposes of Basin Make-up Water obligations, shall depend upon whether the waters diverted are naturally tributary to the Santa Ana River or not.

(3) Dam Releases. All intentional releases of water through the Dam shall be continuously measured and recorded.

(4) Dam Spills. Any spills of water over the Dam shall be measured or estimated and recorded monthly.

(5) Dam Leakage. All leakage through the dam shall be measured or estimated and a correlation between leakage and lake elevation shall be developed if possible.

(6) Santa Ana River at the Confluence with Bear Creek shall be calculated.

(7) Bear Creek at the Confluence with Santa Ana River shall be calculated.

(8) Santa Ana River at the Mouth of the Canyon shall be measured and average daily flows recorded. (This is currently being maintained by U.S.G.S.)

(e) Canyon Subsurface Diversions. Average subsurface diversions at Canyon Wells #1 and #2 shall be recorded monthly.

(f) Diversions at Mouth of the Canyon. Monthly quantities diverted at the Mouth of the Canyon shall be separately measured and recorded for diversions to

- (1) High Line
- (2) Redlands Canal
- (3) North Fork Canal
- (4) Edwards Canal
- (5) Conservation District Spreading Grounds.
- (6) Amount not diverted.

(g) In Lieu Water Deliveries shall be separately recorded as to place of delivery into Mutual's system, monthly quantity and type of source, i.e., whether from

- (1) Mutual's wells
- (2) Third party wells
- (3) Exchange Water, or
- (4) Direct Delivery of State Project Water.

(h) New Water Use by Mutual's Shareholders in Upper Santa Ana River Watershed, by reason of location of additional shares in said area, shall be accumulated monthly and recorded.

(i) Additional Points of Measurement as determined from time to time to be necessary, in the opinion of Watermaster.

2. Determinations and Calculations. Based upon the foregoing basic data, Watermaster shall make the following determinations and calculations:

(a) Net Monthly Lake Inflow shall be determined, together with its components of:

- (1) Natural inflow and precipitation on the Lake, plus
- (2) Diverted non-tributary inflows by reason of

[a] Mutual's activity (i.e., Van Dusen Creek and Bluff Lake),

[b] District's activity (such as,



but not limited to, proposed Rathbone reclamation operation), less

(3) Export from Upper Bear Creek Watershed (i.e., BBAWA project).

(b) Monthly Evaporation shall be calculated for both

- (1) Actual lake operations, and
- (2) Mutual's Lake Water Operation.

(c) Monthly Releases shall be accumulated for both

- (1) Actual lake operations, and
- (2) In Lieu Water deliveries.

(d) Spills and Leakage shall be accumulated for

- (1) Actual lake operations, and
- (2) Mutual's Lake Water Operation.

(e) Monthly Change in Storage shall be calculated for

- (1) Actual lake operations, and
- (2) Mutual's Lake Water Operation.

(f) Area and Capacity Curve will be developed for the Lake under current conditions.

### 3. Accounts.

(a) Mutual's Water In Storage shall be determined as follows for each month:

Beginning storage

+ Total Inflow

- Import from Non-tributary sources by District

EXHIBIT "D"

- Pumped groundwater introduced into Lake  
+ Net Sewage Export from Upper Bear Creek  
Watershed

- In Lieu Water delivered
- Releases or uses by Mutual
- Spill chargeable to Mutual account
- Leakage chargeable to Mutual operation
- Evaporation charged to Mutual operation
- = Mutual's month-end water in storage.

(b) District's Water in Storage. Any water actually in storage in excess of Mutual's water in storage, as calculated above, shall be for the account of District. So long as District has water in storage, all spills from the Lake shall be deemed District water.

(c) Basin Make-Up Water Account. Accounting for Basin Make-up Water Deficiency or Credit shall be pursuant to the following:

$$[(.50) (R_d) + (.51) (S_d) + (.50) (P_d)] - [(.50) (R_m) + (.51) (S_m)] = \text{Deficiency or Credit.}$$

Wherein:

$R_m$  = Releases which would have been made under Mutual Operation.

$S_m$  = Spill which would have occurred under Mutual Operation.

$R_d$  = Releases actually made under District Operation.

$S_d$  = Spill which actually occurred under District Operation.

$P_d$  = In lieu water purchased by District from San Bernardino Valley MWD or the Management Committee of the Mill Creek Exchange and delivered under District Operation to Mutual for service area requirements.

4. Supplemental Inflow to Lake and Export from Upper Bear Creek Watershed. In accounting for water in storage in the Lake to Mutual's account and calculating District's obligation for Basin make-up water, the effect of certain existing and potential diversion and export practices must be accommodated.

(a) Supplemental Inflow. Whether inflow to the Lake is supplemented from surface streams, production of ground water, diversion of reclaimed water or otherwise, it shall be credited to the water-in-storage account of Mutual or District, in accordance with which party causes such inflow to be so supplemented. In the event an existing diversion by Mutual is enlarged or expanded by District, at its sole expense, an allocation of resulting flows shall be made by Watermaster.

Such supplemented inflow shall be accounted for in the calculation of District's Basin Make-up Water obligation depending upon whether the source of any such surface water was tributary or non-tributary to the Santa Ana River.

(b) Export from Upper Bear Creek Watershed. Conservation District has entered into an agreement with Big Bear Area Regional Wastewater Agency, County

Service Area No. 53, and the Big Bear Lake Sanitation District relating to the export of wastewater from the Santa Ana Watershed by said agencies. The agreement terminates on June 30, 1985.

In the event gross export from Upper Bear Creek Watershed to any area not tributary to the Santa Ana River exceeds gross import to the Santa Ana River Watershed within Upper Bear Creek Watershed, calculated inflow to the Lake shall be increased each year, beginning with the calendar year 1986 by the amount by which such gross export exceeds imports. If gross import exceeds gross export, said excess shall be credited against District's Basin Make-up Water obligation.

EXHIBIT "E"

THIS AGREEMENT, made this 23rd day of May, 1905, by and between the Bear Valley Land and Water Company, a corporation party of the first part, and the North Fork Water Company, a corporation, and the undersigned, other than the said two corporations owners of water in the North Fork Ditch of the Santa Ana River, and Cram and Van Louven Ditch, parties of the second part;

WITNESSETH: Parties of the second part are desirous of making an arrangement with the party of the first part whereby the supply of water available to said parties of the second part may be made certain and secure during the months of June, July, August, September, October and November, and are further desirous of increasing the present capacity of the said North Fork Ditch and completing the construction of the same,

NOW THEREFORE, Know all men by these presents;

I, . . . . .  
Parties of the second part agree that all their respective water, water rights and interests over and above the amount or quantity herein stipulated to be furnished and allowed to or attained by the parties of the second part may be perpetually held and enjoyed by the party of the first part for its use, benefit and disposal, subject to the terms and conditions of this agreement, and except as herein limited, it being expressly understood however, that each party of the second part retain the right to sell, convey, transfer, mortgage, pledge or otherwise dispose of his or its respective rights or interests in said water or water rights or in this agreement, subject also to the terms and conditions hereof.

## II.

The parties of the first part agree to furnish and deliver to the parties of the second part continuously during the following months of each and every year hereafter the number of inches of water, under a four inch pressure, hereinafter mentioned, as allotted to each of said months respectively, to-wit: June, Five Hundred (500) inches; July, Six Hundred (600) inches; August, Six Hundred (600) inches; September, Five Hundred and fifty (550) inches; October, Four Hundred and fifty (450) inches; November, Four Hundred (400) inches.

It being expressly understood and agreed that at the written request of a majority in interest of the parties of the second part, based upon their respective interests, in said water and water rights the amount to said months as above respectively allotted, may be changed for the current year in which said request is made, in the manner following, to-wit: If it is desired that the allowance as above set forth for any month be lessened, such diminution shall be allowed and the amounts so diminished from any one month shall be added to some other of said months succeeding; provided that the allowance or addition so made shall not increase for any one month the amount of six hundred inches.

## III.

It is understood and agreed that during the months of December, January, February, March, April and May, one-fourth of all the water flowing in the Santa Ana River at the point known as the Divide, (exclusive of water placed therein by parties of the first part) being the only place where the

waters of the North Fork and South Fork Ditches, so called, are divided, shall belong and be delivered to parties of the second part by parties of the first part. It being further understood and agreed that the surplus of all waters so apportioned to parties of the second part which is not required or desired to be used by parties of the second part, may be used by parties of the first part; always providing that parties of the second part shall be the sole judges of whether such surplus water is or is not required by them; all waste

water at the end of the said North Fork Ditch shall belong to party of the first part. *This stricken out by supplemental agreement IV.*

*This stricken out by supplemental agreement IV.*

It is further understood and agreed that in the event of there being upwards of Thirteen Hundred (1300) inches of water in the said Santa Ana River at the point of 'Divide' aforesaid, in its natural flow exclusive of water therein placed by act of parties of the first part during the month of June of any year, then one-half of the surplus of said water shall belong and be delivered by party of the first part to parties of the second part and the division and allotment of surplus shall in no way affect or control the allotment of water hereinbefore specified under Caption II hereof, and shall be considered as and be wholly independent thereof.

Y.

All division or allotment of water under this agreement as between party of the first part and the parties of the second part shall be measured and made at the point on the Santa Ana Canon or River hereinbefore referred to and known as the 'Divide'.

VI.

Parties of the second part agree within two years from

the date hereof to complete the Ditch of the North Fork Water Company by enlarging the same where not already paved and cemented and where not already of such capacity to a size sufficient to carry fifteen hundred (1500) inches of water, and by substantially cementing and paving such portions so to be enlarged aforesaid and to pay one-half of the expense of such enlargement, paving and cementing together with one-half of the expense of maintaining the said ditch when completed as aforesaid, and party of the first part hereby agrees to pay the other half of said expense.

VII.

On the execution of this agreement party of the first part agrees to pay the parties of the second part the sum of Two Thousand (\$2000) Dollars, and on the first day of January, 1888, the further sum of Two Thousand (\$2000) Dollars as a consideration for the half interest in the said North Fork Ditch mentioned. By the North Fork Ditch is meant the main ditch commencing at or near the "Divide" aforesaid, and extending to Haven corner and as described in Articles of Incorporation of North Fork Ditch Company.

VIII.

It is further understood and agreed that until said ditch shall be enlarged to a capacity of Fifteen Hundred (1500) inches as hereinbefore stated, no greater amount of water shall be allowed to flow into or through said ditch by party of the first part than twelve hundred (1200) inches without the written consent of a majority of the water interests of parties of the second part.

IX.

The capacity of said ditch may be at any time hereafter



increased beyond said fifteen hundred (1500) inches by either party of the first part or parties of the second part, in which event the expense of said enlargement may be borne in equal proportions by the parties hereto, and in that event said parties shall be entitled to share equally in the use and enjoyment of said increased capacity. In the event, however, that either of the parties hereto shall fail or refuse to unite with the other of said parties in effecting said increase of capacity, or in promptly paying one-half of the expenses of making the same, then and in that case the parties so failing or refusing shall not be entitled to the use or enjoyment of said increased capacity or of any of the benefits thereof.

X.

It is understood and agreed that substantially one-half of all water taken from the Santa Ana River aside from that which may be supplied from the Bear Valley Reservoir shall at all times flow in said North Fork Ditch.

XI.

It is further understood and agreed that the party of the first part shall be under no obligation to furnish water to parties of the second part as hereinafore provided until on and after June 1st, 1956. And that until said date all the water of said River which parties of the second part have used, or to which they have been entitled prior to the date hereof shall be used as heretofore and in the same proportions irrespective of the allotments mentioned under this agreement.

XII.

Each individual of the parties of the second part agrees

for himself and itself and his and its successors in interest respectively to contribute and pay the proportions of the expenses necessary to carry out and fulfill so much of this agreement as is to be carried out, fulfilled or performed by or on the part of the parties of the second part in proportion to the interest or shares of parties of the second part in the said water rights, ditches or privileges owned by each of said parties of the second part in said North Fork Ditch and water right.

For the purpose of equitably adjusting and distributing the division of the expenses aforesaid for the construction and maintenance of said North Fork Ditch among the owners thereof, parties hereto of the second part among themselves, said ditch shall be considered in two sections; one from the divide aforesaid down to and including the head or distributing gate of the Crum Ditch known as section one; and the other from said head or distributing gate of the Crum Ditch to the end of said North Fork Ditch, known as section two.

Those using water or drawing water from any portion of said North Fork Ditch shall pay in proportion to their respective rights or shares in and to said ditch, water or water privileges for the expenses of constructing or repairing of said section one, and those using water in or from section two of said ditch shall pay according to their respective shares or rights in said ditch, water or water privileges for the construction and repair of said section.

XIII.

If at any time the party of the first part shall fail to

comply with the terms and conditions of this agreement in furnishing and delivering water to the parties of the second part or their successors in interest, when it shall forfeit all right, franchises, privileges and interest derived from parties of the second part, under and by virtue of this agreement, and all rights, franchises and privileges or interests hereby conceded to it by said parties of the second part, or created in pursuance of the terms hereof, may be resumed and retained by said parties of the second part, the same as if this agreement had not been made. And all rights and interests of said party of the first part to the said North Fork Ditch shall cease and determine, but a temporary failure or interruption of not more than ten days after said party of the first part has received written notice thereof from said parties of the second part, resulting from unforeseen or unexpected accident not attributable to the negligence or fault of the party of the first part shall not be considered such a failure as to work such forfeiture— it being the intention not to favor or take advantage of mere technical breaches of this agreement, but that the same shall receive a fair and liberal construction to promote substantial justice and fair dealing between the parties hereto.

XIV.

In all matters or things to be acted upon or done or decided by or concerning the affairs, conduct, management or interest of the parties of the second part under this agreement; a majority in interest of said parties of the second part shall control.

XV.

The parties of both parts (that is, each part) are each to have an equal voice in the construction, management and repairs of said ditch, and if they cannot agree in respect to such matters or any of them, then each party shall select a referee to decide such matters of difference; with power to said referees in case of a disagreement between them to select an umpire or third person, and a decision of a majority of said referees so selected shall be binding upon the parties hereto.

XVI.

It is understood and agreed by all the parties hereto that time is of the essence of this agreement — But if from act of God or any unforeseen accident, elemental or otherwise, not attributable to the negligence or default of party of the first part whereby their dam or other works for the supply of water may be temporarily destroyed or injured; then in case that all of the natural flow of the water of the Santa Ana River and its tributaries to which parties of the second part may be entitled independent of this agreement, be permitted by party of the first part to flow down to the "Divide" of the North Fork and South Fork Ditches, — then no damages or forfeiture is to ensue.

XVII.

It is further agreed by party of the first part that in event of said party increasing the capacity of said North Fork Ditch beyond fifteen hundred (1500) inches and conducting a greater amount of water therein than said number of inches any breakage or damage to said ditch or any part thereof shall be caused attributable to said increased flow — then said party of the first part is at its own expense to immediately

repair said ditch and to pay all of said damages.

IN WITNESS WHEREOF, the parties hereto sign their respective names this 23 day of May 1895.

L. C. Waite, A. M. Aplin, Mrs. D. C. Randall, Geo. Miller,  
Th. C. Waite, Proxy, C. R. Wilke by N. Laycock, Proxy, Nelson  
Laycock, John Stone by R. F. Cunningham, Proxy, R. F. Cunningham,  
D. A. Coddington by R. F. Cunningham, Proxy, R. F. Cunningham,  
Edd Dayer, S. F. Crow by W. F. Crow, L. E. Rice, W. R. and T. S.  
Ingham.

John Chony,  
E. H. Chony,  
Seth Marshall

By their Attorney in Fact

H. M. Willis.

G. W. Beattie, Mrs. Anjelica Beattie by G. W. Beattie, Proxy,  
H. M. Strong by G. W. Beattie, Att'y in Fact, John W. Downs, A. B.  
Crier, R. B. Pascarden, C. K. Mattison, M. Cloghorn, L. F. Gram,  
J. C. Weeks, H. J. Quinn, Christian Kurtz, Mary Ely, F. H.  
Cavalier,

North Fork Water Company  
By L. C. Waite, President  
G. W. Beattie, Secretary.

(SEAL)

State of California  
County of San Bernardino

SS.

On this 23d day of May, one thousand eight hundred  
and eighty-five, before me H. Connor, Court Commissioner in  
and for the said County of San Bernardino, Personally appeared  
L. C. Waite and G. W. Beattie, known to me to be the President and  
Secretary respectively of the corporation that executed the  
within instrument, and acknowledged to me that such corporation  
executed the same.

(SEAL)

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County of San Bernardino, the day and year in this certificate first above written.

H. Conner,  
Court Commissioner.

Dear Valley Land and Water Company,

(SEAL)

By J. G. Burt, President.

E. A. Holt, Secretary.

State of California }  
County of San Bernardino }

SS.

On this 23d day of May, one thousand eight hundred and eighty five, before me, H. Conner, Court Commissioner in and for the said County of San Bernardino, personally appeared J. S. Burt, and E. A. Holt, known to me to be the President and Secretary respectively of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(SEAL)

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said County of San Bernardino the day and year in this certificate first above written.

H. Conner,  
Court Commissioner.

This supplemental agreement made this 27th day of June 1885 by and between the North Fork Water Company of the one part and the Bear Valley Land and Water Company of the other part, all of San Bernardino County, State of California, with intent to modify and render more definite and certain a certain contract heretofore made between said parties and other owners of the North Fork Water Ditch and Right.

WITNESSETH: That it is understood and agreed that section four of said agreement of May 23, 1885, be, and the same is hereby stricken out, cancelled and declared of no force and effect.

It is also understood, covenanted and agreed by the said Bear Valley Land and Water Company to and with the said North Fork Water Company and other owners of and in the North Fork Ditch, not members of said corporation, that during the months of June, July, August and September of each year the parties of the second part in said agreement of May 23, 1885, shall have the right to pass over or draw back any amount of water they may designate from any month to any month of either of their aforesaid months, not exceeding the limit of six hundred inches in any one month and the aggregate amount of water for said four months shall not exceed twenty-two hundred and fifty inches.

The last clause of section three of the agreement of May 23, 1885, in reference to waste water is stricken out.

This agreement is intended to embrace all parties drawing water through the North Fork Ditch, and especially the portion of said water belonging to the Graa and Van Leuven Ditch.

And subject to the modification herein contained all

other provisions of said agreement of May 23rd, 1923, are in full force and effect.

In Witness Whereof, the respective parties hereto have set their hands and seals this day and year first above written.

(SEAL) North Fork Water Company,  
By L. C. Waite, President.  
G. W. Beattie, Secretary.

(SEAL) Bear Valley Land and Water Company,  
By J. S. Eurt, President.  
E. A. Holt, Secretary.

State of California,  
County of San Bernardino,

SS:

On this 27th day of June, one thousand eight hundred and eighty-five before me, E. H. Morse, a Notary Public in and for the said County of San Bernardino, personally appeared L. C. Waite and G. W. Beattie, respectively President and Secretary of the North Fork Water Company and J. S. Eurt and E. A. Holt respectively President and Secretary of the Bear Valley Land and Water Company, personally known to me to be the persons described in and the respective officers of the corporations that executed the within instrument, and acknowledged to me that such corporations executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, this day and year in this certificate first above written.

(SEAL) E. H. Morse,  
Notary Public.



This Memorandum, made this 27th day of February, A. D., 1926, between the undersigned of the shareholders in the South Fork Ditch of the Santa Ana River, Sunnyside Division, parties of the first part, and the Bear Valley Land and Water Company, a corporation, party of the second part witnesseth:

Whereas parties of the first part and their co-owners in the said ditch above named are the owners of the right to use all of the half of the flow of the Santa Ana River divided at the point in the mouth of the Santa Ana Canon commonly known as the divide, and are desirous of making an arrangement with party of the second part whereby the supply of water available to parties of the first part, may be made certain and secure during the months of May, June, July, August and September and October.

Now Therefore, know all men by these presents, 1. That parties of the first part agree that all of their respective water water-rights and interests in such water and ditches hereinbefore mentioned over and above the amount or quantity herein stipulated to be furnished and allowed to or retained by said parties of the first part may be perpetually held and enjoyed by party of the second part for its use, benefit and disposal subject to the terms and conditions of this agreement and except as herein limited; it being expressly understood however that each party of the first part retains the right to sell, convey, transfer, mortgage, pledge or otherwise dispose of his respective right or interests in said water or water rights or in this agreement subject also to the terms and conditions hereof.

II. The party of the second part agrees to furnish and deliver  
EXHIBIT "F"

liver to parties of the first part continuously through the following named months of each and every year hereafter the number of inches of water under a four inch pressure hereinafter next mentioned are allotted to each of said months respectively, to-wit:

May	466-2/3	inches.
June	466-2/3	inches.
July	466-2/3	inches.
August	466-2/3	inches.
September	466-2/3	inches.
October	466-2/3	inches.

It being expressly understood and agreed that upon the written request of a majority in interest of the parties of the first part based upon their respective interests in said water and water-rights, the amounts to said months above respectively allotted may be changed for the current year in which said request is made in the manner following, to-wit:

If it be desired that the allowance as above set forth for any of said months be lessened, such a diminution shall be allowed and the amount so diminished from any one month shall be added to some other of said months designated by parties of the first part, provided that the allowance or addition so made shall not increase for any one month the amount to more than six hundred (600) inches, such request to be made in writing to party of second part on or before April 20th of such year.

III. The party of the second part agrees to furnish and deliver to parties of the first part continuously through the following named months, three hundred (300) inches of

water measured under a four (4) inch pressure, to-wit; November, December, January, February, March of each and every year hereafter; provided that in case in any such months in any year it is found that there is flowing in said river at the divide a greater quantity of water than six hundred inches going to parties of the second part by the terms of this contract, then one half of the excess above six hundred inches up to and making a maximum of six hundred inches going to parties of the first part, shall be added to and be furnished to parties of the first part for such three hundred inches for any of such months and on the other hand; if it is found that there is flowing in said river at the divide a less quantity of water than six hundred inches going to parties of the second part by the terms of this contract, then one half of such deficiency shall be deducted from three hundred inches and the remainder only shall be for such months furnished to parties of the first part.

IV. It is understood and agreed that a quantity of water taken from the Santa Ana River aside from that which may be supplied from the Bear Valley reservoir substantially the same as that which has heretofore ordinarily flowed through the ditch of parties of the first part shall at all times hereafter flow through said ditch or such other ditch as may be constructed in lieu thereof.

V. It is further understood and agreed that the party of the second part shall be under no obligation to furnish water to parties of the first part as heretofore <sup>before</sup> provided until on and after June 1st, 1886, and that until said date all the water of said river which parties of the first part have used, or to which they have been entitled prior to the date hereof,

shall be used as heretofore and in the same proportions ir-  
respective of the allotments mentioned under this agreement.

VI. It is further understood and agreed that party of the  
second part shall bear the whole cost and expense of construc-  
ting any ditch, or continuation, extension or enlargement of  
any ditch that may be built in lieu of addition to or in conn-  
ection with the whole or any part of the ditch of parties  
of the first part and shall further keep said ditch in good  
repair and condition at its own cost and expense.

VII. If at any time party of the second part shall fail to  
comply with the terms and conditions of this agreement in  
furnishing and delivering water to the parties of the first  
part or their successors in interest, in that event, it shall  
forfeit all rights, franchises, privileges and interests de-  
rived from parties of the first part under and by virtue of  
this agreement and all rights, franchises, and privileges and  
interests hereby conceded to it by said parties of the first  
part or created in pursuance of the terms hereof may be re-  
sumed and retained by said parties of the first part the same  
as if this agreement had not been made, and all rights and  
interests of said party of the second part in the said ditch  
of parties of the first part shall cease and determine, and  
further, in the event of such failure on the part of the party  
of the second part and of the forfeiture heretofore provided  
for in case party of the second part shall have constructed  
any ditch in lieu of the whole or any portion of the ditch of  
parties of the first part, or shall have improv<sup>ed</sup> or increased  
the same, then and in that event parties of the first part are  
hereby granted the right to purchase such now or increased or

improved ditch constructed or to be constructed in lieu of their old ditch or any part thereof as aforesaid, if such purchase seems to them expedient upon the basis and at a price to be fixed as follows; to-wit: Parties of the first part and party of the second part shall each respectively appoint a disinterested person to act as an appraiser and in the event of said appraisers failing to agree, the two appraisers thus appointed shall select a third person to act with them as appraiser, and in the event of their failing to agree upon such third person, the Judge of the Superior Court of the County of San Bernardino may appoint such person, and a decision of the majority of said appraisers shall control in the event that said ditch so proposed to be purchased as aforesaid shall be of a capacity no greater than that required to convey two thousand (2000) inches of water measured under a four inch pressure; said appraisers shall view said ditch and determine its actual value at the time of such examination and shall report the result of their determination in the matter in writing within ten (10) days thereafter to the parties hereto or their assigns, and in the event of said ditch being of a capacity to convey more than two thousand (2000) inches of water measured under a four (4) inch pressure then said appraisers in making their estimate shall disregard the excess of capacity over two thousand (2000) inches, and shall appraise said ditch at the price that a ditch with a capacity of no more than two thousand (2000) inches similarly constructed and in like repair would be reasonably worth. And in either event, the parties hereto bind themselves, their heirs, executors, administrators, assigns and successors

EXHIBIT "F"

now, to abide by the decision of said appraisers or a majority of them in the premises.

In case however, the forfeiture of the right of party of the second part as heretofore set forth, parties of the first part do not elect to purchase said ditch as heretofore provided, then, and in that event, it is understood and agreed that said parties of the first part shall have and they are hereby granted a perpetual right of way through such ditch for the conveyance of 600 inches of water; the excess over 600 inches of capacity of such ditch to belong to parties of second part.

It is further understood and agreed in regard to the matter of forfeiture <sup>never before</sup> referred to that a temporary failure or interruption in the performance of the condition and agreements herein stipulated as by party of the second part to be kept and performed if for not more than ten (10) days after party of the second part has received written notice thereof from parties of the first part resulting from unforeseen or unexpected accident not attributable to the negligence or fault of party of the second part shall not be considered such failure as to work such forfeiture; it being the intention of all the parties hereto not to favor or take advantage of mere technical breaches of this agreement, but that the same shall receive a fair and liberal construction to promote substantial justice and fair dealing between the parties hereto.

VIII. In all matters or things to be acted upon or done or decided by or concerning the affairs, conduct, management or interests of parties of the first part under this agreement,

EXHIBIT "F"

A majority in interest of said parties of said parties of the first part shall control.

IX. It is understood and agreed by all the parties hereto that time is of the essence of this agreement; but if from the act of God, or any unforeseen accident elemental or otherwise not attributable to the negligence or default of the party of the second part whereby its dam or other works transfer the supply of water may be temporarily destroyed or injured, then in the event that all the natural flow of the water of the Santa Ana River and its tributaries to which the parties of the first part may be entitled, independent of this agreement, be permitted by party of the second part to flow down to the divide with the Redlands ditch at the place commonly known as the Sycamore Tree, then no damage shall be claimed or forfeiture ensue.

X. It is further understood and agreed that party of the second part shall permit no trespass upon, nor interference <sup>rescue</sup> with the right of parties of the first part in or to any of the waters of the Santa Ana River during the time that this contract shall remain in force and that said party of the second part may take such prompt steps by litigation, or otherwise lawfully and which the particular exigency may require to prevent any infringement by third parties upon the rights of parties of the first part, or any of them, in, or to any of said waters.

And it is further understood and agreed that in the event of the failure of party of the second part to take such necessary steps for the purposes aforesaid parties of the first part hereby reserve to themselves the right to proceed in

their own manner and behalf in said matter in such way as to them seems most advisable for the abatement or prosecution of such trespass or interference, anything in this contract to the contrary notwithstanding.

XI. All division or allotment of water under this agreement as between parties of the first part and party of the second part shall be measured and made at the divide, so called, between the ditch of parties of the first part and the Redlands Ditch at or near the point commonly known as the Sycamore Tree

In Witness Whereof the parties hereto have hereunto interchangeably set their hands and seals the day and year first above written.

	Shares.	
I. D. N. Stillman,	52	(Seal)
Seal: J. Hayes,	1	(Seal)
T. C. Starr,	1-1/2	(Seal)
A. L. Park,	1	(Seal)
D. B. Alverson,	1	(Seal)
D. M. Balch,	8	(Seal)
E. G. Judson, by his attorney in fact, F. E. Brown,		
F. E. Brown,	10	(Seal)
E. A. Holt,	5-1/2	(Seal)
Mrs. Mary Hopkins,	5	(Seal)
L. G. Haight,	5	(Seal)
James Garrison,	5	(Seal)
Geo. A. Cook,	1-3/4	(Seal)
F. A. Furnad by G. A. Cook, Atty in fact 1		(Seal)
O. J. Abbott by J. C. Reeves, Atty in fact 1-1/2		
<sup>AUG 11 1874</sup> M. S. Kelley,	2-1/2	
Joseph S. Hale,	2	(Seal)



E. F. Hall,	2
J. D. Clover,	2-1/2
Israel Neal,	4-3/4
Redlands Water Company,	50
By David Horey, President	
J. S. Edwards, Secy.	
R. D. Smith,	
Truman Reeves,	1
D. L. Clark,	1
Wm. and E. Leidenberg,	4-1/2
Wm. B. Reeves and R. A. Reeves,	3
Mrs. Gemlit (May)	1
W. C. Butler,	3-1/2
L. Fogler,	1
Ben Barton,	15
D. L. Adams and Julia and T. Adams	4
F. E. Booth,	1/2
C. E. Thompson by F. E. Booth	1/2
Mrs. Jane D. Hale,	1
Lugonia Fruit Packing Co.,	
by Geo. A. Cook, President,	
2nd Congregational Church of San Bernardino at	
Lugonia by Geo. A. Cook, Pres. Board Trustees	1/4
Mrs. A. M. Tichenor	3
F. I. Fullerton,	1/2
A. Elliot Paine,	1
Lugonia Fruit Growing and Packing Company by Henry W. Robinson, Pres. ) 20 and Charles W. Sumner, Treas. )	
A. F. Jones,	1/2

John Alton Preston,	3
G. W. Chadwick,	1
H. H. Dunham,	1
Chas Frank Day,	1/2
H. Clarence Eddy,	2
Sara Muehey Eddy,	1
Mira Muehey,	1
Charles H. Morse,	2
D. A. Shaw,	11-1/2
L. W. Shaw,	2
H. J. Fullerton,	1
Frank Minkley,	1/2
Wm. R. Tolles,	41-1/2
C. P. Sarros,	3
C. H. Lathrop,	1-1/2
W. E. Camp,	1/4
W. M. <del>Conse/ves</del>	
G. A. Shaw,	2
William Gregory,	1
Dear Valley Land and Water Co.	15-1/4

300.5 shares  
of total 573

by Jas. G. Burt, Prest. (Corporate)  
(Seal)  
A. Holt, Secy.

A full, true and correct copy of the original Recorded  
at the request of J. G. Burt, Sept. 5th A.D. 1887, at 4:35  
o'clock P.M.

Logaro Allen,  
County Recorder,  
By O. J. Troen, Deputy.

STATE OF CALIFORNIA, )  
 ) SS.  
COUNTY OF SAN BERNARDINO.)

I, LEGARE ALLEN, County Recorder of said county, hereby certify the foregoing to be a full, true and correct copy of the Agreement between I. D. B. Stillman, et al, and the Bear Valley Land and Water Company, as recorded in Book I of Agreements, page 315, Records of San Bernardino county.

IN WITNESS WHEREOF, I have hereto set my hand

(Seal) and affixed my official seal this 4th  
day of September, a.d. 1933.

Legare Allen, County Recorder.

By W. M. Minkler, Deputy.

7311

Original Filed

FEB 7 1977

V. Dennis Wardle  
County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

11	BIG BEAR MUNICIPAL WATER	)
12	DISTRICT,	)
13	Plaintiff,	)
14	v.	)
15	NORTH FORK WATER COMPANY,	)
16	et al.,	)
17	Defendants.	)

No. 165493

ORDER APPOINTING WATERMASTER

Paragraph 14 of the Judgment herein provides for the appointment of a Watermaster Committee, consisting of representatives nominated by District, Conservation District and Mutual. Court, having received and filed the nominations by said parties, and good cause appearing,

IT IS HEREBY ORDERED that the following representatives be, and they are hereby appointed for the term and pursuant to the conditions SPECIFIED IN said Paragraph 14 of the Judgment, as the Watermaster Committee for purposes of administration of the Judgment and physical solution pursuant to this Court's continuing jurisdiction and subsequent orders:

1 CLAYSON, ROTHROCK & MANN  
EUGENE A. NAZAREK  
2 601 South Main Street  
Corona, California 91720  
3 Telephone: (714) 737-1910

4 Attorneys for Plaintiff  
5  
6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN BERNARDINO  
10

11 BIG BEAR MUNICIPAL WATER )  
DISTRICT, )  
12 )  
Plaintiff, )  
13 )

No. 165493

14 v.. )

NOTICE OF WITHDRAWAL OF  
SPECIAL COUNSEL FOR PLAINTIFF

15 NORTH FORK WATER COMPANY, )  
et al., )  
16 )

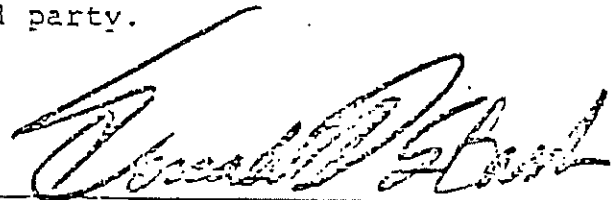
Defendants. )  
17 )

18 PLEASE TAKE NOTICE that DONALD D. STARK, special counsel for  
19 Plaintiff herein, hereby withdraws as counsel of record for pur-  
20 poses of the Court's continuing jurisdiction. Co-counsel of record

21 CLAYSON, ROTHROCK & MANN  
EUGENE A. NAZAREK  
22 601 South Main Street  
Corona, California 91720  
23 Telephone: (714) 737-1910

24 who are general counsel for Plaintiff District, will remain as  
25 sole counsel of record for said party.

26 DATED: February 14, 1977.

27   
28

Donald D. Stark

1 PROOF OF SERVICE BY MAIL

2 STATE OF CALIFORNIA )  
3 COUNTY OF ORANGE ) ss.

4 I am a citizen of the United States and a resident of the  
5 county aforesaid; I am over the age of eighteen years and not a  
6 party to the within-entitled action; my business address is 2061  
7 Business Center Drive, Irvine, California 92715. On February 15,  
8 1977, I served the within Notice of Withdrawal of Special Counsel  
9 for Plaintiff on the Defendants in said action, by placing a true  
10 copy in a sealed envelope with postage thereon fully prepaid, in  
11 the United States mail at Irvine, California, addressed as follows:

12 Mr. James Edwards  
13 Surr & Hellyer  
14 599 Arrowhead Avenue  
15 San Bernardino, Calif. 92412

12 Mr. Denslow Green  
13 Green & Green  
14 P. O. Box 1018  
15 Madera, Calif. 93637

15 Mr. Richard A. Mulligan  
16 323 Court Street  
17 San Bernardino, Calif. 92401

15 Mr. Edwin B. Hales  
16 Hales & Hales  
17 Box 188  
18 Redlands, Calif. 92373

17 Mr. Edward F. Taylor  
18 Welebir, Brunick & Taylor  
19 Box 351  
20 San Bernardino, Calif. 92402

19 Mr. Thomas Gilfoy  
20 Southern California Edison Company  
21 P. O. Box 800  
22 Rosemead, California.

22 I declare, under penalty of perjury, that the foregoing is  
23 true and correct.

24 Executed on February 15, 1977, at Irvine, California.

25  
26   
27 \_\_\_\_\_  
28 Judy Patton

IN THE COURT OF APPEAL  
FOURTH APPELLATE DISTRICT, DIVISION TWO  
STATE OF CALIFORNIA

BIG BEAR MUNICIPAL WATER DISTRICT,

Plaintiff and Petitioners,

v.

NORTH FORK WATER COMPANY, et al.,

Defendants and Respondents.

STIPULATION FOR ABANDONMENT AND  
DISMISSAL OF APPEAL

GREEN & GREEN  
P. O. Box 1019  
Madera, California 93637  
(209) 674-5656

Attorneys for Respondent  
North Fork Water Company

HALES & HALES  
P. O. Box 188  
Redlands, California 92373  
(714) 793-5481

Attorneys for Respondent  
Lugonia Water Company

WELEBIR, BRUNICK & TAYLOR  
P. O. Box 351  
San Bernardino, California 92402  
(714) 695-6838

Attorneys for Respondent  
Redlands Water Company

DONALD D. SPARK  
2061 Business Center Drive  
Irvine, California 92715  
(714) 752-8971

Attorney for Appellant  
Big Bear Municipal Water District

SURR & HELLYER  
599 Arrowhead Avenue  
San Bernardino, California 92412  
(714) 884-4704

Attorneys for Respondent  
Bear Valley Mutual Water Company

RICHARD A. MULLIGAN  
323 Court Street, Suite 201  
San Bernardino, California 92401  
(714) 684-2191

Attorney for Respondent  
San Bernardino Valley Water  
Conservation District

STIPULATION FOR ABANDONMENT AND

DISMISSAL OF APPEAL

RECITALS:

This action is pending on appeal from judgment entered on an order sustaining a demurrer to the amended complaint, without leave to amend.

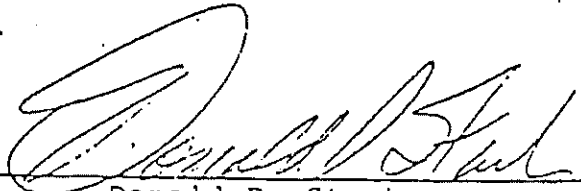
Pending this appeal, the parties have succeeded at negotiating an agreed solution to the several lawsuits and disputes which have heretofore existed between them.

It is the purpose of this stipulation to obtain an order of this Honorable Appellate Court dismissing the appeal and issuing a remittitur forthwith, with each party to bear its own costs on appeal.

STIPULATION:

IT IS HEREBY STIPULATED by and between the parties hereto that the appeal herein is abandoned and dismissed and that this Honorable Appellate Court may enter its order remitting this matter forthwith to the Superior Court of the State of California, for the County of San Bernardino, with each party to bear its own costs on appeal.

Dated: January 19, 1977.

  
Donald D. Stark  
Special Counsel for Big Bear Municipal  
Water District



SURR & HELLYER

By Robert J. Birschbach

Attorneys for Respondent Bear Valley  
Mutual Water Company

GREEN & GREEN

By Donald Green

Attorneys for Respondent North Fork  
Water Company

HALES & HALES

By Edwin T. Hales

Attorneys for Respondent Lugonia  
Water Company

WELEBIR, BRUNICK & TAYLOR

By Edward Taylor

Attorneys for Respondent Redlands  
Water Company

Richard Hull

Attorney for Respondent San Bernardino  
Valley Water Conservation District

1 Langdon W. Owen  
2 2061 Business Center Drive  
3 Suite 203  
4 Irvine, California 92715  
5 (714) 752-9082

6 Horace P. Hinckley  
7 101 East Olive Street  
8 Redlands, California  
9 (714) 793-4901

10 William J. Hiltgen  
11 303 Brookside Avenue  
12 Redlands, California 92373  
13 (714) 793-2503

14 DATED: February 4, 1977.

15 . JOSEPH B. CAMPBELL

16 

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Judge of the Superior Court

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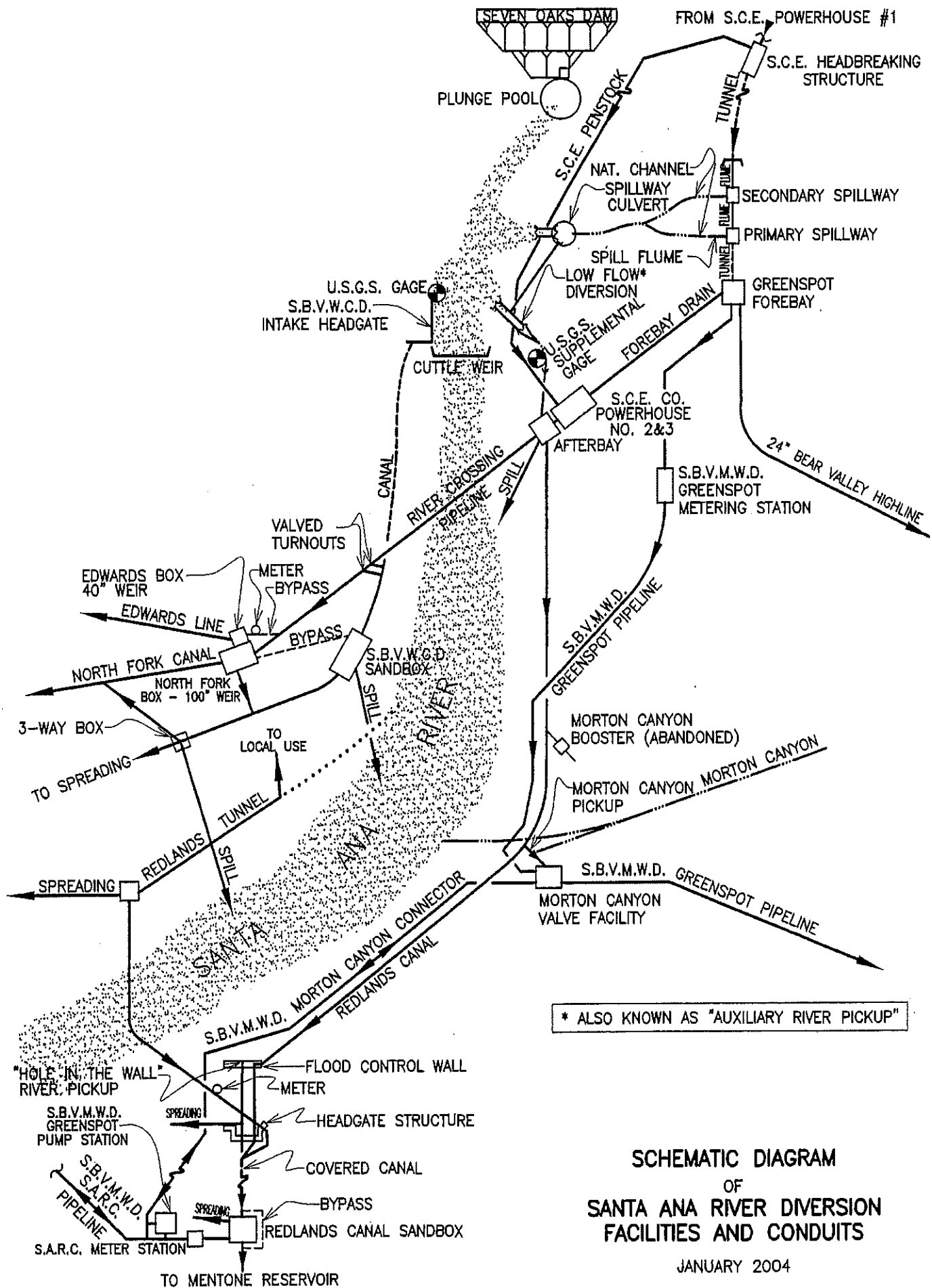
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# EXHIBIT D



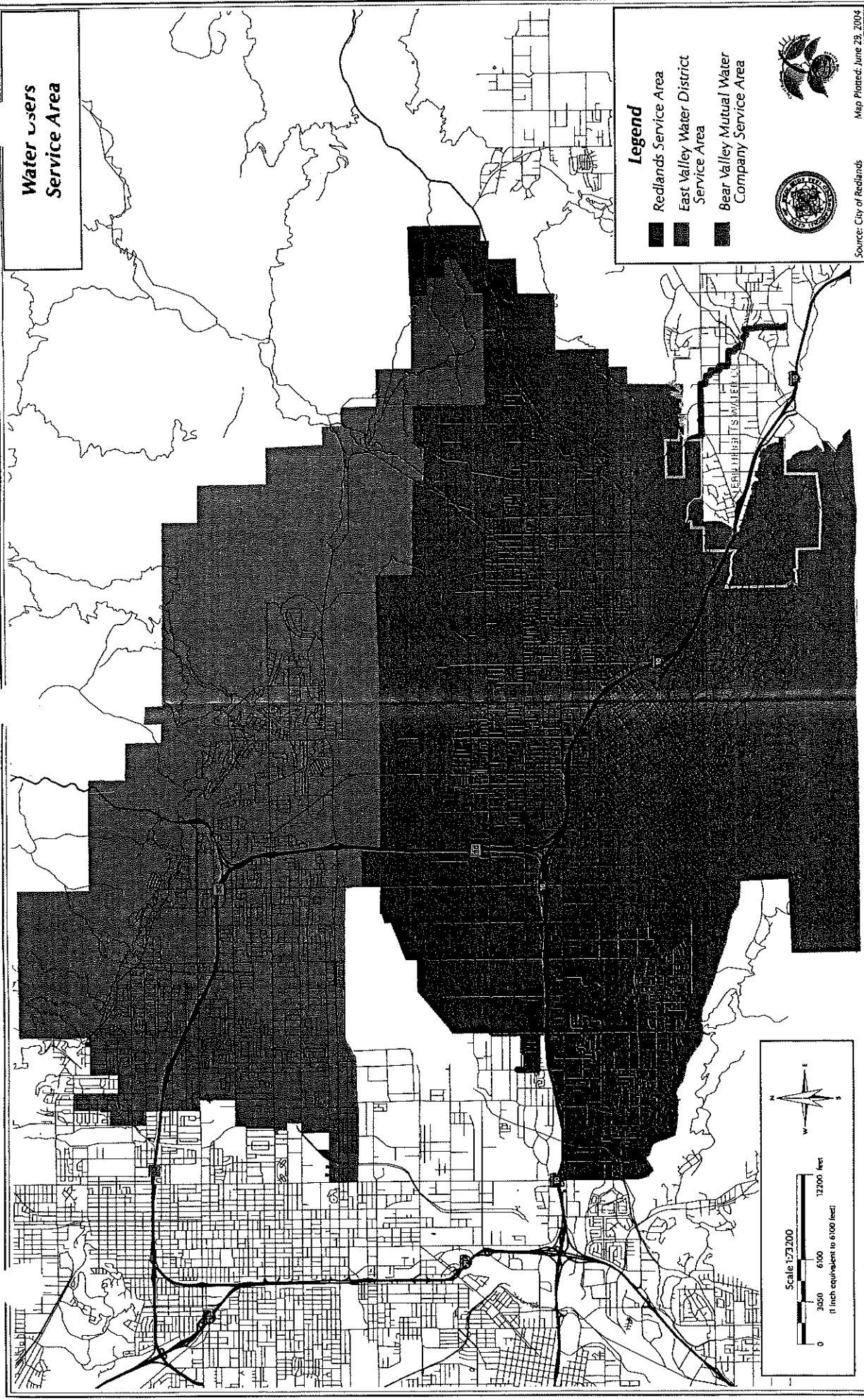
\* ALSO KNOWN AS "AUXILIARY RIVER PICKUP"

**SCHEMATIC DIAGRAM  
OF  
SANTA ANA RIVER DIVERSION  
FACILITIES AND CONDUITS**

JANUARY 2004

# EXHIBIT E

# Water Users Service Area

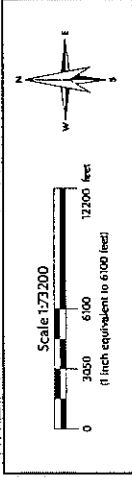


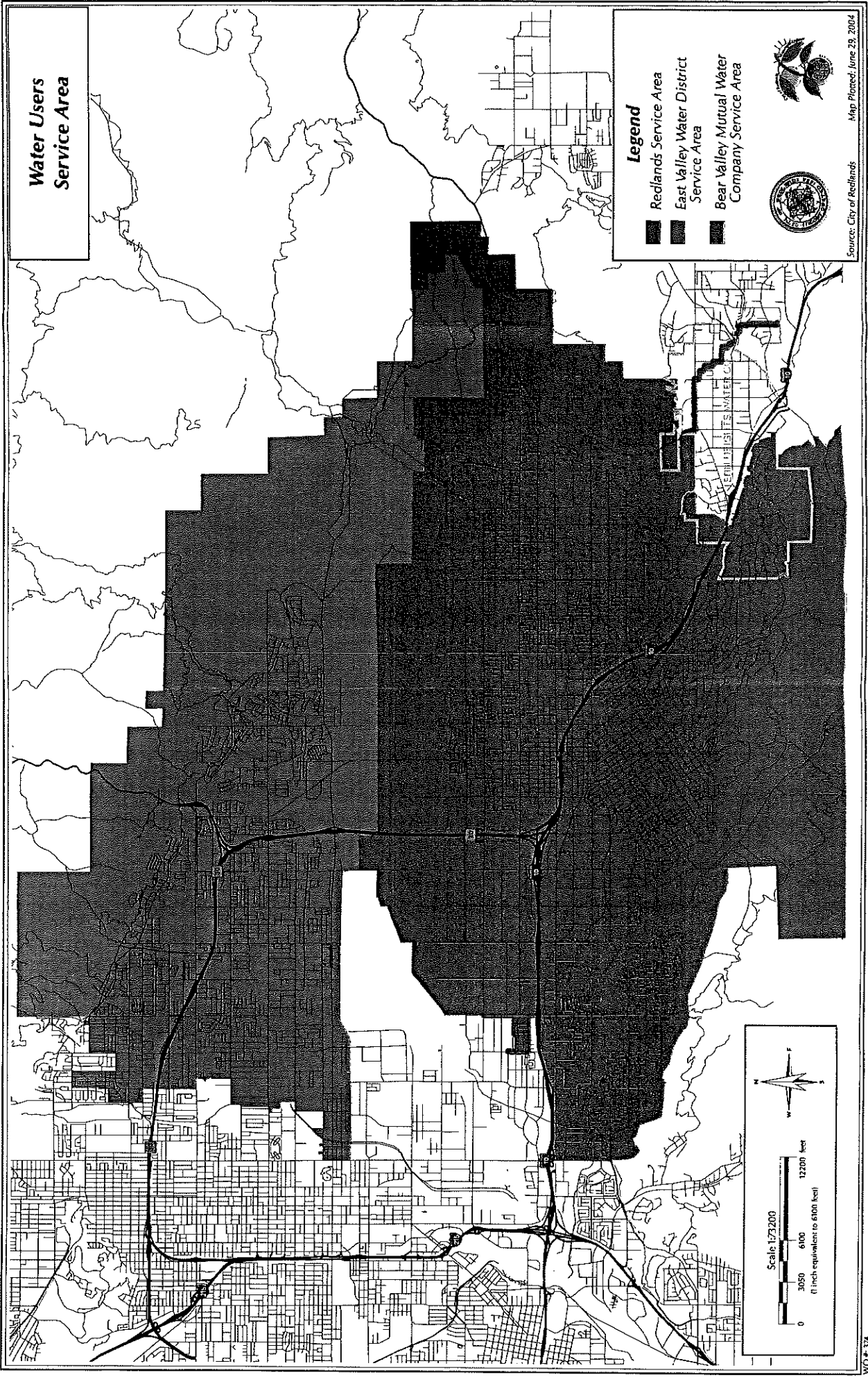
## Legend

- Redlands Service Area
- East Valley Water District Service Area
- Bear Valley Mutual Water Company Service Area






Source: City of Redlands Map Printed: June 23, 2004

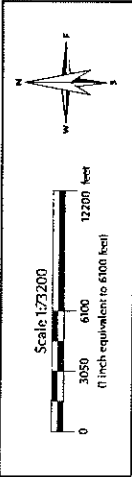




**Water Users  
Service Area**

**Legend**

-  Redlands Service Area
-  East Valley Water District Service Area
-  Bear Valley Mutual Water Company Service Area



Source: City of Redlands  
Map Prepared: June 29, 2004

**EXHIBIT F**



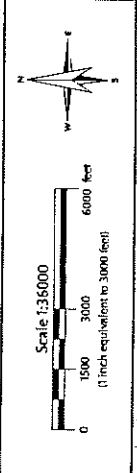
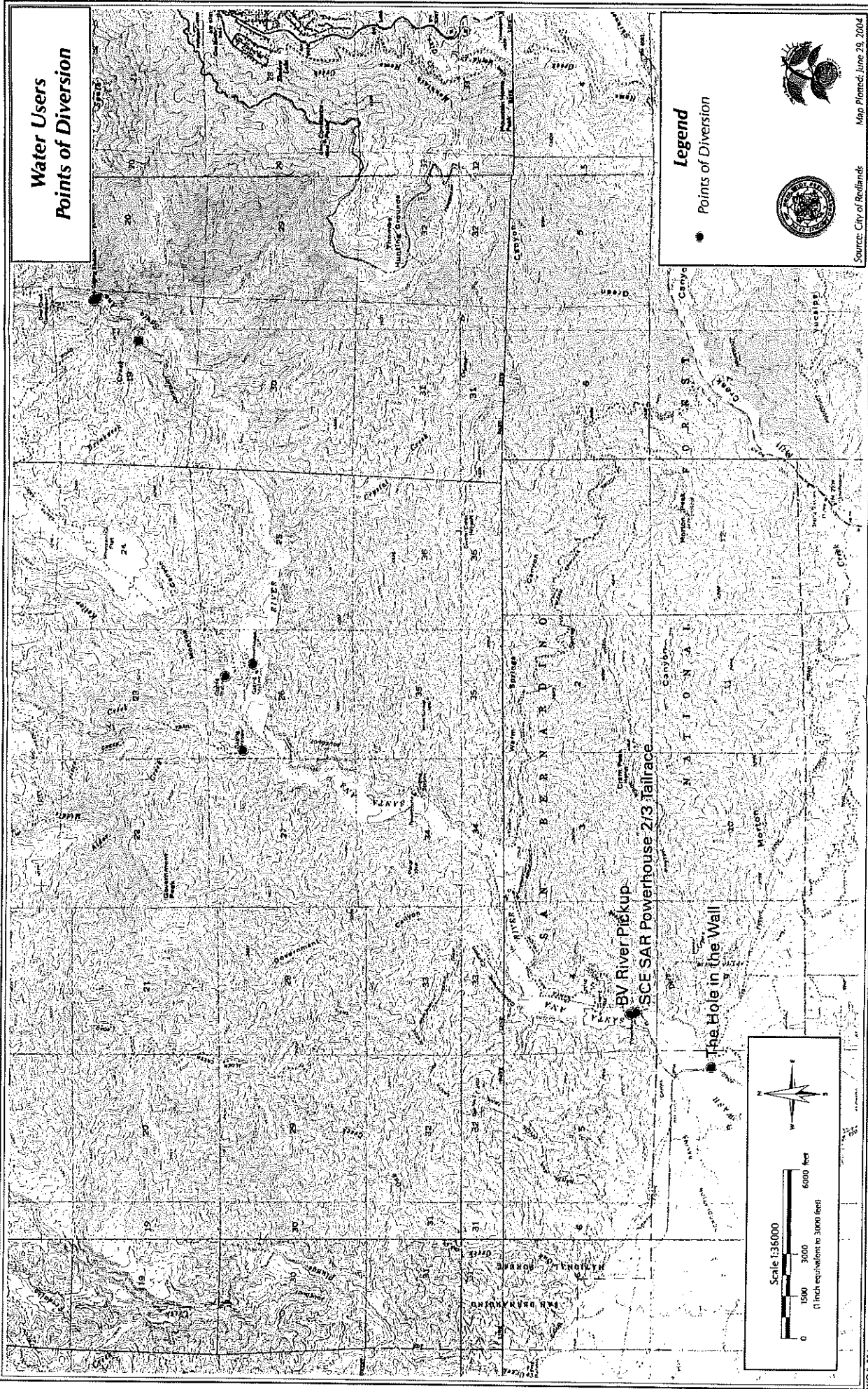
**Water Users  
Points of Diversion**

**Legend**

● Points of Diversion



Source: City of Reclams Map Planned: June 29, 2004



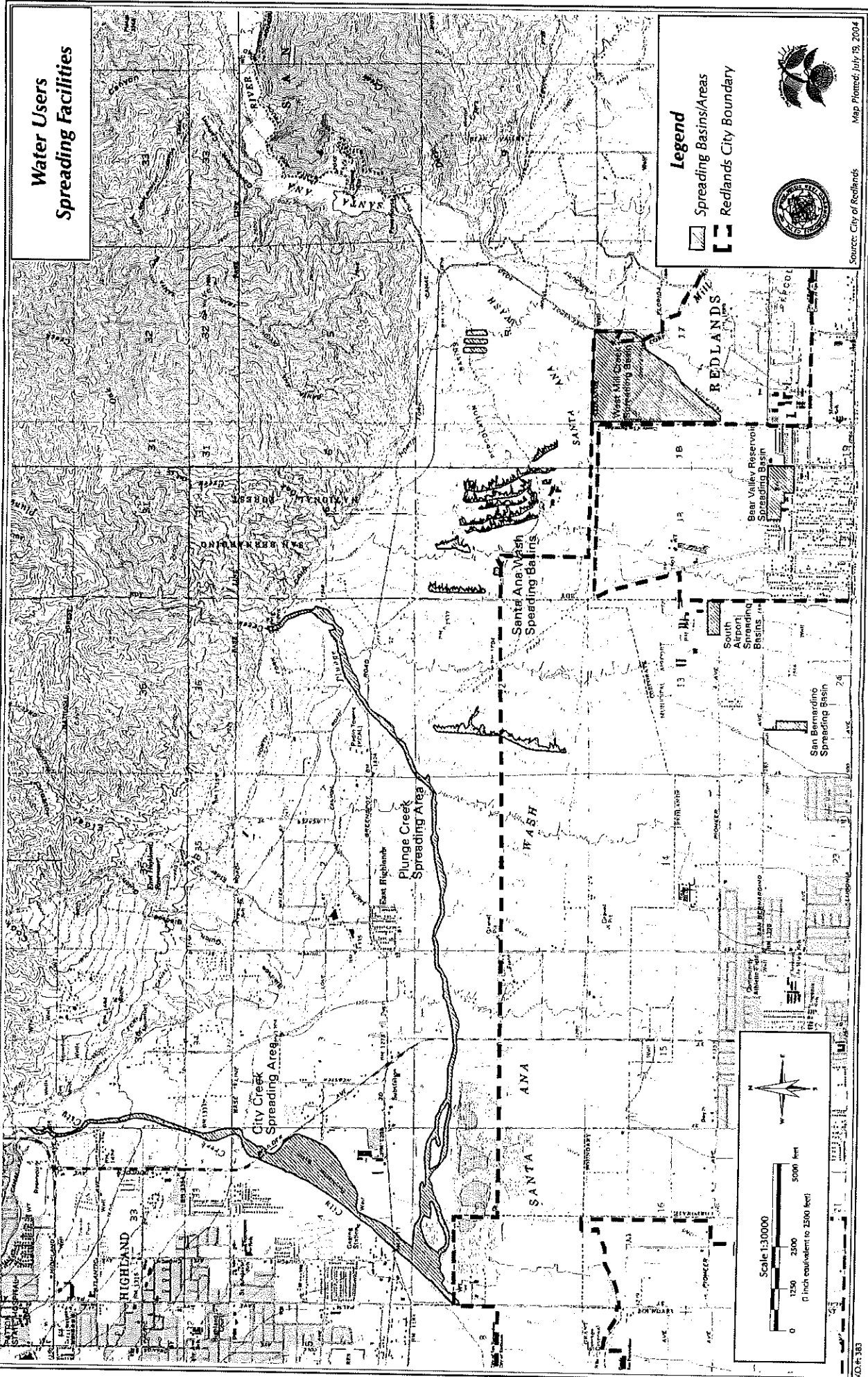
# EXHIBIT G

## SBBA Index Wells

Well No.	State Well Number	Owner	Well Name
1	02N05W19Q01S	City of San Bernardino MWD	Vincent Well
2	01N04W06H02S	City of San Bernardino MWD	Devil Canyon No. 3
3	01N04W08M01S	City of San Bernardino MWD	Devil Canyon No. 1
4	01N05W03H01S	City of San Bernardino MWD	Cajon Well No. 1
5	01N04W31A01S	City of San Bernardino MWD	Mt. Vernon
6	01N05W06G01S	Fontana Union Water Company	Well 27
7	01N05W07H01S	Fontana Union Water Company	Well 26
8	01N05W22A01S	Fontana Union Water Company	Well 13
9	01N05W36H04S	West Valley Water District	Lord 7
10	01N04W26A02S	East Valley Water District	Well 24A
11	01S04W14P02S	City of Riverside	Raub 1
12	01S04W23Q	Gage Canal Company	Lower Kelly
13	01N04W16E03S	City of San Bernardino MWD	Newmark 3
14	01N04W27A02S	City of San Bernardino MWD	Leroy Street Well
15	01S03W04N01S	East Valley Water District	Well 40
16	01S03W15F01S	City of Redlands	Orange Street Well
17	01S03W21H01S	City of Redlands	Well 32
18	01N03W30J01S	East Valley Water District	Well 62
19	01S02W19A01S	City of Redlands	Agate 2
20	01S03W23A03S	Bear Valley Mutual Water Company	Nelson Street
21	01S03W13M01S	City of Redlands	Airport 2
22	01S03W13Q01S	San Bernardino Valley MWD	San Bernardino Ave. Well
23	01S03W02J02S	East Valley Water District	Well 120
24	01S03W03R04S	East Valley Water District	Well 146A
25	01S02W07R01S	East Valley Water District	Observation Well




# EXHIBIT H

# Water Users Spreading Facilities


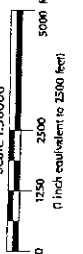


**Legend**

- Spreading Basins/Areas
- Redlands City Boundary

Scale 1:30000

# EXHIBIT I

## Thresholds of Significance and Mitigation Measures To be Included in Applicants' EIR

1. Threshold of Significance: Reduction in Groundwater Levels at Index Wells Outside the Pressure Zone

A reduction in groundwater levels outside the Pressure Zone is significant if the analysis in this EIR, using the integrated surface water and groundwater model developed by the project proponents, predicts that the project would reduce static groundwater levels at one or more index wells, on average, by more than 10 feet during a repetition of the 39-year base period hydrology, as compared to static water levels in the absence of the project.

2. Threshold of Significance: Increase in Groundwater Levels at Index Wells Within the Pressure Zone

An increase in groundwater levels in the Pressure Zone is significant if the analysis in this EIR, using the integrated surface water and groundwater model developed by the project proponents, predicts that the project would increase static groundwater levels at one or more index wells in the Pressure Zone, on average, by more than 10 feet during a repetition of the 39-year base period hydrology, as compared to static water levels in the absence of the project.

3. Mitigation Measure : Targeted Spreading to Maintain Groundwater Levels

To avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, the project proponents shall spread sufficient water to maintain static groundwater levels at the affected index wells to reduce this project impact to a less-than-significant level.

4. Mitigation Measure : Limitation on Spreading to Prevent High Groundwater Levels.

To avoid a significant effect on groundwater levels in the Pressure Zone, the project proponents shall curtail their spreading or direct other parties engaged in the spreading of water to replenish the San Bernardino Basin to curtail their spreading to reduce this project impact to a less-than-significant level.

## Notice of Exemption

To:  Office of Planning and Research  
PO Box 3044, 1400 Tenth Street, Rm. 222  
Sacramento, CA 95812-3044

County Clerks  
County of San Bernardino  
222 West Hospitality Lane  
San Bernardino, California 92415

County of Riverside  
P.O. Box 751  
Riverside, California 92501

From: San Bernardino Valley Municipal Water District  
1350 S. "E" Street (92408-2725)  
P.O. Box 5906 (92412-5906)  
San Bernardino, California

Western Municipal Water District of Riverside  
County  
450 Alessandro Blvd.  
Riverside, CA 92508

City of Redlands  
35 Cajon Street, Suite 15-A  
Redlands, CA 92373

East Valley Water District  
1155 Del Rosa Avenue  
San Bernardino, CA 92413

**Project Title:** Settlement Agreement Relating to the Diversion of Water from the Santa Ana River System (the "Seven Oaks Accord")

**Project Location - Specific:** See description of project, below.

**Project Location – Cities:** San Bernardino, Highland, Rialto, Colton, Redlands, and Terra ce, Loma Linda, and ũcaipa

**Project Location - Counties:** San Bernardino and Riverside Counties

**Description of Nature, Purpose, and Beneficiaries of Project:**

San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County have filed applications with the State Water Resources Control Board ("SWRCB") to appropriate water from the Santa Ana River for direct diversion and/or storage. The City of Redlands, East Valley Water District and Bear Valley Mutual Water Company (among others) have filed protests against the applications alleging infringement of their senior water rights and adverse impacts on the environment. The project is the execution of a settlement agreement, approved by the parties, to resolve the protests without the need for a lengthy and expensive water rights hearing. The execution of the settlement agreement will have no physical impact on the environment.

**Name of Public Agency Approving Project:** San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, City of Redlands, East Valley Water District.

**Name of Person or Agency Carrying Out Project:** San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, the City of Redlands, East Valley Water District, Bear Valley Mutual Water Company, Lugonia Water Company, North Fork Water Company, and Redlands Water Company.

**Exempt Status:** (*check one*)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number:
- Statutory Exemptions: State code number:



**Reasons why project is exempt:** The project is the execution of a settlement agreement which requires the withdrawal of protests to applications presently pending before the SWRCB, the submission of letters in support of the applications, and an amendment to the applications. Consequently, there is no possibility that the project will result in a physical change to the environment and the project is exempt pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA Guidelines §15061(b)(3).

Please see attached.

**Lead Agency Contact Person:**

Robert Reiter	(909) 387-9222
John Rossi	(909) 789-5000
Douglas Headrick	(909) 798-7698
Robert Martin	(909) 889-9501

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR: \_\_\_\_\_

## Determination of Exempt Status – Execution of Seven Oaks Accord

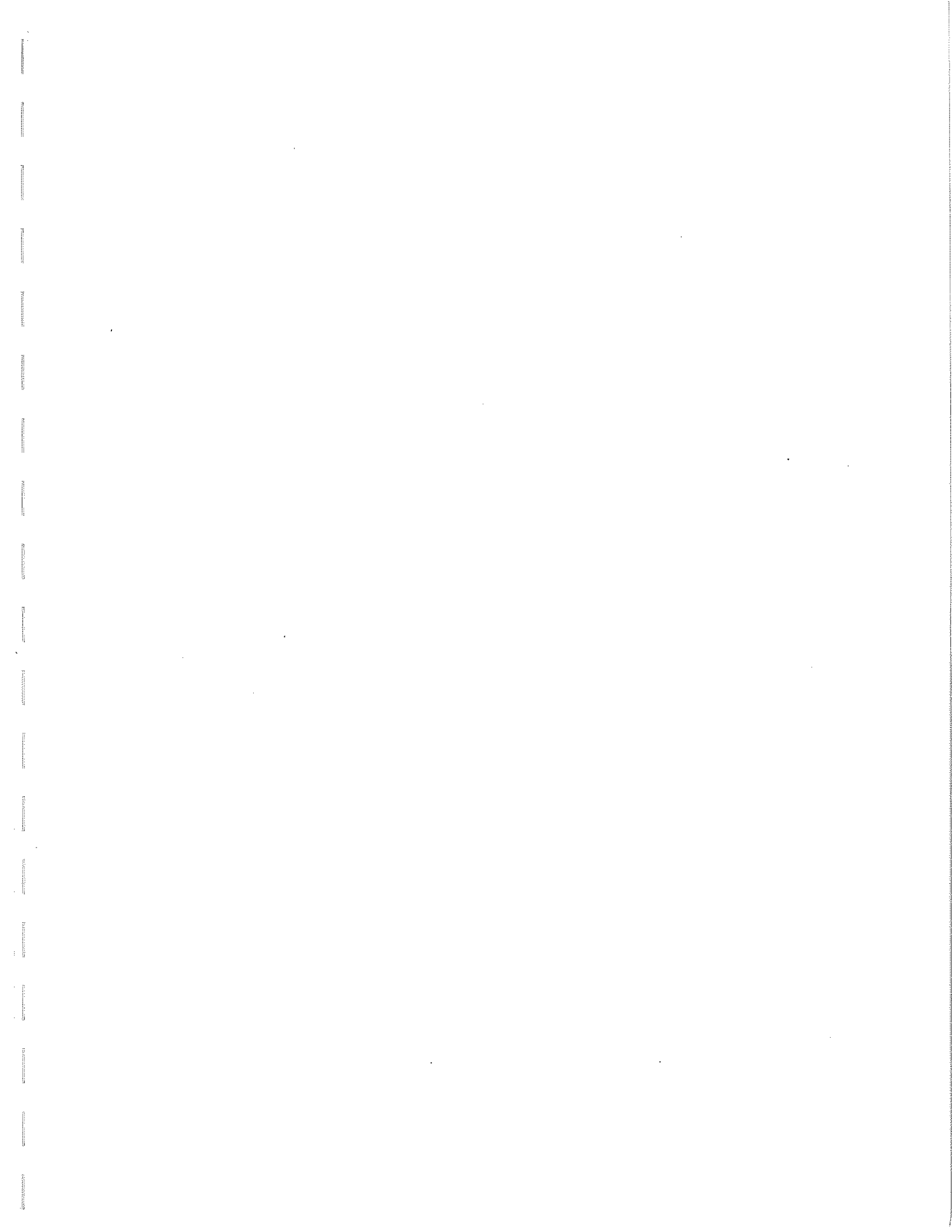
The execution of the Seven Oaks Accord is a project that is exempt from environmental analysis under the terms of the California Environmental Quality Act (“CEQA”). A project is exempt from CEQA if a lead agency can determine with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, §15061, subd. (b)(3)); No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 74.) The purpose of this exemption is to provide “a short way for agencies to deal with discretionary activities which could arguably be subject to the CEQA process but which common sense provides should not be subject to the Act.” (Cal. Code Regs. tit. 14, discussion following §15061; Davidon Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 112.)

An agency can determine that a project will have no significant effect on the environment where the project will have no direct environmental effect and is not an implementation step in a comprehensive plan which can ultimately result in physical changes to the environment. (Kaufman & Broad-South Bay, Inc. v. Morgan Hill Unified School District (1992) 9 Cal.App.4th 464, 474, 476.) In Kaufman & Broad-South Bay, Inc., the court held that an environmental analysis was not required for the formation of a community facilities district, emphasizing the absence of a causal link between the action and the alleged environmental impact, the construction of new schools. (*Id.* at 474.) Although the District could foreseeably construct new schools in the future, the court found that the formation of a community facilities district was not an “essential step” in a chain of events leading to a change in the environment. (*Id.*)

Here, the project involves the execution of a settlement agreement that resolves protests against water rights applications presently pending before the State Water Resources Control Board. The project itself requires administrative activities consisting of the withdrawal of protests to applications, a submission of letters in support of applications, and an amendment to the application. The project is exempt from CEQA for at least two reasons. First, the execution of a settlement agreement is not an “essential step” in the processing of the two water right applications before the State Water Resources Control Board; accordingly, under Kaufman & Broad-South Bay, Inc., the adoption of the settlement agreement is exempt from further analysis under CEQA. Second, given the nature of the project (i.e., the exchange of correspondence with the State Water Resources Control Board), common sense dictates that it can be seen with certainty that the project will not have an adverse impact on the physical environment. Similar to Kaufman & Broad-South Bay, Inc., and consistent with the terms of the settlement agreement itself, environmental impacts resulting from future decisions related to the Project will be examined at the time those decisions are made. (9 Cal.App.4th at 473.)

For these reasons, San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, the City of Redlands, and East Valley Water District can determine with certainty that there is no possibility that the project may have a significant effect on the environment.







**Copy**  
**OF**  
**Certified Copy**  
**OF**  
**JUDGMENT**

Rendered in the Superior Court of San Bernardino  
County, California, on January 28th, 1924,  
in Action No. 17030 and Entitled:

**“City of San Bernardino vs. Fontana  
Water Co. et al.”**

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Recorded in Book 829, Page 293 of Deeds, San  
Bernardino County Records

## Judgment

*In the Superior Court of the State of California  
in and for the County of San Bernardino*

CITY OF SAN BERNARDINO,  
a municipal corporation,

*Plaintiff,*

vs.

FONTANA WATER COMPANY, a corporation, FONTANA UNION WATER COMPANY, a corporation, FONTANA POWER COMPANY, a corporation, FONTANA FARMS COMPANY, a corporation, FONTANA COMPANY, a corporation, LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation, RIVERSIDE HIGHLAND WATER COMPANY, a corporation, RANCHERIA WATER COMPANY, a corporation, MUTUAL LAND AND WATER COMPANY OF RIALTO, a corporation, TERRACE WATER COMPANY, a corporation, THE GAGE CANAL COMPANY, a corporation, RIVERSIDE TRUST COMPANY, LIMITED, a corporation, RIVERSIDE

No.  
17030

ORANGE COMPANY, LIMITED, a corporation, CITY OF COLTON, a municipal corporation, GATE CITY ICE AND PRE-COOLING COMPANY, a corporation, COLTON CITY WATER COMPANY, a corporation, MEEKS AND DALEY WATER COMPANY, a corporation, FONTANA LAND COMPANY, a corporation, JOHN-HUB WATER COMPANY, a corporation, FONTANA DEVELOPMENT COMPANY, a corporation, NORTH COLTON WATER COMPANY, a corporation, LAWSON WELL COMPANY, a corporation, ALTA VISTA WATER COMPANY, a corporation, CLARA VISTA WATER COMPANY, a corporation, ORCHARD MUTUAL WATER COMPANY, a corporation, EAST RIVERSIDE WATER COMPANY, a corporation, JAMES BARNHILL, JOHN DOE, RICHARD ROE, SAM BLACK, JOE WHITE, SAM WHITE, CHARLES WHITE, TOM BROWN, SARAH BROWN, CHARLES BROWN, MARY BROWN, CHARLES LOW and JOHN LOW, and RIALTO DOMESTIC WATER COMPANY, a corporation,  
*Defendants.*

WHEREAS there has been filed in this action a stipulation for judgment, duly executed by and on the part of the plaintiff above named and by and on the part of each and all of the following named defendants in this action, to-wit: Fontana Water Company, a corporation;



Fontana Union Water Company, a corporation; Fontana Power Company, a corporation, Fontana Farms Company, a corporation; Fontana Land Company, a corporation, Lytle Creek Water and Improvement Company, a corporation; Citizens Land and Water Company of Bloomington, a corporation; Riverside Highland Water Company, a corporation; Rancheria Water Company, a corporation; Mutual Land and Water Company of Rialto, a corporation; Terrace Water Company, a corporation; City of Colton, a municipal corporation; Rialto Domestic Water Company, a corporation; and James Barnhill (said Barnhill being erroneously sued herein, under the name of "W. W. Barnhill"),

NOW THEREFORE, by reason of said stipulation, and pursuant to the terms and provisions thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

I.

This action is hereby dismissed as to each and all of the defendants, other than those above named as parties to said stipulation; and each and all cross-complaints or cross-actions, filed or pending by or between any of the parties to said stipulation, above named are dismissed.

II.

As between the plaintiff and each and all of the defendants, above named, as parties to said stipulation, and as to each and all of said defendants as between themselves, excepting as set forth in Paragraph XXI hereof, it is further

ADJUDGED AND DECREED, as follows:

## III.

That an inch of water, as the term is used herein, shall mean such quantity of water, in continuous flow, as will supply one-fiftieth part of a cubic foot of water per second of time.

## IV.

That from time immemorial, there has flowed, and now flows, in Lytle Creek Canyon, in San Bernardino County, California, a natural stream, known as "Lytle Creek," and there exists below the mouth of said canyon, a certain pressure pipe line, belonging to said Power Company, and the cement intake diverting water into said pipe line, is situate on the west side of said stream, very near the mouth of said canyon, and at a distance of about 1662 feet north of a point in the north boundary of the Muscupiabe Rancho, between stations 48 and 49 thereof, where said boundary intersects the center line of Riverside Avenue, as delineated on the map showing subdivision of the lands of the Semi-Tropic Land and Water Company, (said location of said intake having been sometimes heretofore erroneously designated in the pleadings herein and elsewhere, as being about 2375 feet north of said point of intersection), said Map being recorded in the office of the County Recorder of said County, in Book 6 of Maps, page 12 thereof; and said Power Company, for more than five years last past, has been and now is diverting from said creek, at said intake, by means of said pipe line, the waters of said Creek, flowing at said intake not exceeding 3000 inches, and is conducting said waters to the power house of said Power Company, situated on Farm Lot 66, designated on said Map, which waters,

upon being discharged from said Power House, belong to and are distributed to sundry parties, for their use, in proportion to their rights and interests therein.

## V.

That in the San Bernardino Valley in said County, there exists, and lies below, and to the southeast of the mouth of said canyon, an area of land herein designated as "Lytle Creek Region" which, for the purposes of this decree, is defined and described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway

at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

## VI.

That whenever there shall be discharge from said Power House, surplus water in excess of the quantity at the time required to satisfy the domestic and irrigation needs of the respective parties, entitled to receive and use water discharged from said Power House, all of such surplus water, so discharged, shall be used for

replenishing the underground water sources of said Lytle Creek Region, and to that end, shall be delivered by said Power Company, to and upon the wash of said Lytle Creek, by a cement conduit, at the highest point on the westerly margin of said wash, to which such water can reasonably be conducted by gravity flow from said Power House. Such replenishment work, as to the water so delivered upon said wash, shall be performed under the supervision and direction of the Committee hereinafter mentioned.

#### VII.

That all water flowing at said intake of said pipe line of said Power Company, between the 15th day of December, and the 15th day of the next succeeding month of April, of each year hereafter elapsing, shall be diverted and applied in the manner and in accordance with the priorities hereinafter set forth, to-wit:

First: To supply to said pipe line 2000 inches of water, or such larger quantity as may, at the time, be required and taken for immediate use for irrigation or domestic purposes, by the parties entitled to receive and use water discharged from said Power House, not exceeding the extent of their respective rights to such water.

Second: To supply additional water to said pipe line, to the extent of an aggregate amount of 3000 inches, (inclusive of the water specified in the next preceding subdivision "First"), except and provided that all or any part of such additional water shall be allowed to flow past said intake, into the wash or channel of said creek, for replenishing the underground water of said

Region, whenever so requested in writing by the said Improvement Company, except during periods:

(a) When the quantity of water flowing in said creek at said intake, exceeds 4000 inches, in which event such excess water may be diverted through said pipe line, until the total quantity of water, diverted there-through, amounts to 2500 inches, or

(b) When the quantity of water, flowing in said creek, at said intake exceeds 5000 inches, in which event, such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 3000 inches.

Third: All water, so permitted to pass said intake, shall be used, as far as reasonably practicable, for replenishing the underground water contained in the entire area of the Lytle Creek Wash, situate below said intake, provided that at all times, so far as is reasonably practicable, the upper portion of said wash shall be so replenished with water until no more water can be sunk therein, before such replenishment is performed on the portion of said wash lying south of Highland Avenue, or lying east of the west boundary of the lands in said Region now owned by the Muscoy Water Company.

Fourth: If, at the end of five years, from date hereof, said Improvement Company or their successors in interest, decide that the water producing capacity of wells, situate south of an east and west line drawn through said Power House, and north of said Highland Avenue, would be benefited and increased by conducting at said intake, into said pipe line, a quantity of water not exceeding 3000 inches, then and in that event, all of the water flowing at said intake, shall at all times

thereafter, be turned into said pipe line, to the extent of said 3000 inches, instead of permitting a portion of such waters to flow past said intake, as aforesaid, and at said Power House, all surplus water, in excess of the quantity at the time required to meet the then requirements of the respective parties, entitled to receive and use water discharged from said Power House, shall be used in accordance with, and be subject to the provisions of Paragraph VI hereof.

#### VII-a

That no water shall ever be conducted by any party hereto, from that certain tract of land, situated in said San Bernardino County, described as follows:

Beginning at a point on the center line of hereinbefore mentioned Muscott Avenue, said point being situate one-half mile north of said Base Line; running thence south to the center line of said Fourth Street; running thence west, along said center line of Fourth Street, to the point of intersection thereof with the center line of the right of way, for electrical transmission line, of Southern Sierras Power Company; running thence northwesterly along said center line of said right of way, to a point where said center line of said right of way would intersect a line drawn due west from said point of beginning; thence running east to said point of beginning.

#### VIII.

That in order to conserve, in the most economical and effectual method, all waters which, under the provisions hereof, are from time to time to be used for replenishing the underground water sources of said Region, and also, for further replenishing the underground water

supply of said Region, to conserve, so far as may be reasonably practicable, the surplus, or flood waters, of streams or canyons tributary to said Region, a committee of five persons shall annually be appointed in the month of September of each year, which committee shall have full charge and direction of such water conservation work, and of all expenditures relating thereto, provided that, in case of disagreement or difference of opinion, the power of such committee shall be exercised by concurrence of a majority of its members. One of the members of said committee shall be so appointed by said Improvement Company; one by said Citizens Company; one by said Union Water Company, one by said Mutual Company, Rancheria Water Company, Riverside Company and said City of San Bernardino; and one by said Terrace Water Company, James Barnhill and City of Colton, and each of said members shall serve for one year, and until his successor is appointed and no member of said committee shall receive any compensation for serving thereon. Vacancies on said committee shall also be filled by appointment, to be made in like manner as aforesaid, by the party or parties which made the appointment of the member whose place so becomes vacant, and any person appointed to fill such vacancies shall fill out the unexpired term of his predecessor. Subject to the provisions hereof, said committee is hereby authorized to, from time to time, install any water conservation works, including the construction of dams, ditches, cuts, obstructions, and shafts on land in said Lytle Creek Wash, lying north of Fourth Street, (said street being identical with Foothill Boulevard) and also in and along any canyon, the waters of which are tributary to said Region, and take all other steps,



as in its uncontrolled discretion may be deemed expedient, in order to accomplish the underground conservation of such waters, provided that nothing herein shall be construed as authorizing said committee to trespass upon the property or rights of any party or to do any act that would infringe upon or impair or interfere with the right of any party to the use of any water to which such party shall be entitled. The expense of installing such system and maintaining the same, and carrying on said work of water conservation, shall be borne and paid, subject to the provisions hereof, by the Fontana Companies, Citizens Company, Riverside Company, Improvement Company, Mutual Company, Rancheria Water Company, Rialto Domestic Water Company, City of Colton, City of San Bernardino, Terrace Water Company, and James Barnhill, in the same proportions that the maximum quantity of water which each of said eleven parties (or group of parties), is allotted hereunder, the right to pump from said Region, bears to the aggregate maximum quantity of water which all of said parties are allotted hereunder the right to pump from said Region, provided that in the event of any other person or corporation joining in said conservation work, and paying a proportion of the expense thereof, the proportions of said expense to be borne by said parties, as hereinbefore set forth, shall be correspondingly and equitably reduced. Said committee, in the month of October of each year, and from time to time thereafter, as they may deem proper, shall make an estimate of the amount of money at the time required to be paid to said committee by said eleven parties hereto above named, in order to meet the expense for conservation work as aforesaid, at the

time being undertaken, or in contemplation by said committee.

Said committee shall thereupon present to each of said eleven parties, a bill for the proportionate amount so to be paid by such party, and if any party shall fail to pay such bill, within thirty days after it shall be so presented to such party, then said committee may bring, and it shall be its duty to bring, suit against such party for the amount of such bill, together with costs, including a reasonable attorneys' fee to be fixed by the court in which such suit shall be brought.

Any and all lands, owned by any of said specified parties who are to bear the expense of said conservation work as aforesaid, situate in said Lytle Creek Region, and lying north of said "Fourth Street," and not suitable for the growing of crops thereon, may be used at any and all times for spreading water thereon, and sinking and conserving water therein, by means of dams, obstructions, ditches, cuts and shafts, or by taking such other steps as may be deemed expedient by said committee, provided however, that such water conservation work shall not be done in such a manner as to injure or interfere with the use of any pumping plant, structure or other improvement, situate on any land where such work is performed.

#### IX.

That the maximum quantity of water which said plaintiff, City of San Bernardino, shall be, and is entitled to take from said Region, and use beyond the confines thereof, is such quantity of water, which when added to the water said plaintiff is entitled to have delivered to it, from said Lytle Creek, will amount in the

aggregate, (inclusive of said Lytle Creek Water) to 325 inches of water, and said plaintiff shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 325 inches. Of said quantity of water, 225 inches and no more may be pumped or diverted from that certain tract of land in said Region, comprising 10.09 acres, and forming a part of tract known as the "McKenzie Tract" (said tract of 10.09 acres being more particularly described in that certain deed running from William L. McKenzie, and others, to said plaintiff, and recorded in Book 109 of Deeds, at page 303 thereof, in the office of the County Recorder of said San Bernardino County), and none of said 225 inches shall ever be diverted by plaintiff from any other portion of said Region.

Said plaintiff is also the owner of the right to take, divert and use water from that portion of the San Bernardino Valley, lying east of the easterly boundary line of said Lytle Creek Region and east of a line beginning at the point of intersection of the State Highway with the south boundary line of Section 34, Township 2 North, Range 5 West, S. B. B. & M., and running thence to the northwest corner of said Section 34, and north of the center line of Mill Street, extended east to Sterling Avenue, and from streams tributary to said portion of said valley, situate in said portion of said valley, either from the surface flow of such streams, or from wells bored or to be bored in said portion of said valley, to such extent as may be reasonably necessary to supply the needs of said city and its inhabitants with water for supplying needs and purposes within said City. The right of said plaintiff to take water from the surface flow of Lytle Creek, to the extent of 100 inches, shall

not be affected or diminished by any claims of the Fontana Companies, or any of them to salvage water, by reason of any water of Lytle Creek being conducted or conveyed in or through pipe lines, or conduits of any kind.

## X.

That, subject to the provisions of this paragraph, the maximum quantity of water which said Rialto Domestic Water Company shall be, and is entitled to take from said Region and use beyond the confines thereof, is such quantity of water which, when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water) to 143.22 inches of water, and said Company shall not be entitled to divert, at any time from said Region, an amount of water in excess of said quantity hereinbefore in this paragraph specified. Of said quantity of water, 100 inches and no more may be pumped from said Region by said Company, provided that:

(a) None of said 100 inches of water shall be taken from any well or water development situate south of a line located parallel to, and situate three-fourths of a mile north of, Highland Avenue.

(b) The right of said Company to so pump and take said one hundred inches of water, shall be exercised only to such extent as shall be necessary to supply the City of Rialto, and the inhabitants thereof, with water for municipal and domestic uses and purposes, and for the irrigation of flowers, trees and lawns, within said City, and then only during such times as the 43.22 inches of water (now supplied by said Company to the

inhabitants of said City) is inadequate, or unsuitable for such purposes or uses.

(c) None of said 100 inches of water shall, at any time, be used outside of the now, or hereafter existing corporate limits of said City of Rialto, except to the extent that said 43.22 inches is now being used outside said City.

(d) Nothing in this Paragraph X contained shall be construed as vesting in said Company the right to take any portion of said 100 inches of water from any well or water development, without the consent of the owner of the land on which such well or water development is situated.

(e) The right to pump and take said 100 inches of water from said region shall be exercised only in the event such right shall be transferred to the City of Rialto.

(f) The water derived from said 100 inches water right, other than water supplied for fire hydrants, sewers, stores and buildings, not used for dwellings, shall not be furnished to the inhabitants of said City of Rialto, except through meters and when charged for at meter rates.

## XI.

That the maximum quantity of water which said Improvement Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is, such quantity of water, which when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water), to 1026.23 inches, and said Improvement Company shall not be en-

titled to divert at any time, from said Region, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said quantity of water, only 700 inches may be pumped and diverted from said Region, by said Improvement Company, except during such periods when the quantity of water said Company is deriving from said Lytle Creek, is temporarily reduced to a quantity of less than 326.23 inches, during which periods additional water may be pumped and diverted from said Region by said Company, but only to an extent sufficient to supply such deficiency of said Lytle Creek Water, and only so long as such deficiency continues. Said pumping of said 700 inches of water by said Improvement Company shall be confined to the Ferguson Ranch, (said Ranch being the real property described in that certain deed, dated November 20th, 1908, and executed by Fontana Development Company, and recorded in the office of the County Recorder of said San Bernardino County, in Book 429 of Deeds, page 103 thereof), and said Company is not entitled to pump any water from any other part of said Region.

## XII.

That the maximum quantity of water, which said Mutual Company shall be, and is entitled to take and conduct from said Region, and use beyond the confines thereof, is 125 inches of water, and said Mutual Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 125 inches, all of which said quantity of water may be pumped by said Company from said Region, but all of said water shall be taken from wells, or water de-

velopments situate south of Highland Avenue, and north of Base Line.

## XIII.

That the maximum quantity of water which said Riverside Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 450 inches of water, and said Riverside Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 450 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments situate south of Highland Avenue, and north of Base Line.

## XIV.

That the maximum quantity of water which said Rancheria Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 120 inches of water, and said Company shall not be entitled to divert at any time from said Region, an amount of water in excess of 120 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments, situate south of Highland Avenue, and north of said Fourth Street.

## XV.

That the maximum quantity of water which said Citizens Company shall be, and is entitled to take from

said Region, and use beyond the confines thereof, is 1300 inches of water, and said Citizens Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 1300 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, provided that:

(a) No more than 200 inches shall ever be diverted or pumped by said Citizens Company, from that part of said Ferguson Ranch specified in that certain deed, executed by the Semi-Tropic Land and Water Company, to the Rialto Irrigation District, and recorded in the office of the County Recorder of said San Bernardino County, in Book 187 of Deeds, at page 213 thereof, and

(b) No more than 585 inches shall ever be diverted from said Region by said Citizens Company, from the northeast quarter of Section 36, Township 1 North, Range 5 West, S. B. B. & M., and

(c) No more than 150 inches shall ever be diverted or pumped by said Citizens Company, from that certain tract of land, situate in said Region, described as follows, to-wit:

Commencing at a point on the Base Line two thousand and fifty feet east of the southwest corner of Township 1 North, Range 4 West, San Bernardino Base and Meridian, and running thence due east 250 feet; thence north 14 degrees west, 344 feet; thence north 24 degrees 10 minutes West, 839.7 feet; thence north 39 degrees, 56 minutes west, 1096 feet; thence due west 674 feet; thence south 8 degrees, 20 minutes east, 500 feet; thence south 34 degrees, 15 minutes east, 1119 feet; thence south 58 degrees, 35 minutes east, 998-7/10 feet, to the place of beginning.



(d) None of the remaining quantity of said 1300 inches of water shall ever be diverted or pumped by said Citizens Company, from any lands in said Region, lying to the north of Base Line, but nothing herein contained shall be construed as obligating said Citizens Company, to divert any specific quantity of water from lands lying north of Base Line, to the end that any quantity of water may be diverted by said Company, from lands in said Region lying south of Base Line, so long as such quantity, when added to the quantity of water which said Company may be then contemporaneously taking from said Region, from lands north of Base Line, shall not exceed in the aggregate, said maximum quantity of 1300 inches of water; provided however, that in the event of said Company diverting at any time from said Region, a total quantity of water, exceeding 1100 inches, then all of such excess water shall be taken by said Company from lands in said Region lying south of a line drawn parallel to, and situate 2500 feet south of Base Line.

(e) Said Citizens Company shall never be entitled to divert any water from that certain tract of land situate in said Region, and described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Base and Meridian; running thence west, 11.89 chains to a post, thence north 3 degrees 10 minutes west, 20 chains to a post on the north line of said Section, thence east 1 chain, thence south 32 degrees east, 8.32 chains to a post; thence south 2 degrees west, 2.06 chains to a post; thence south 54 degrees east, 4.59 chains to a post; thence south 83 degrees east, 4.40 chains to the east line

of said Section, thence south 8.48 chains to the place of beginning.

## XVI.

The maximum quantity of water which James Barnhill (sued herein under the erroneous name of "W. W. Barnhill"), shall be, and is entitled to take from said Region, and use beyond the confines thereof, is seventy-five inches of water and said Barnhill shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 75 inches, all of which said quantity of water may be pumped by him from said Region, but all of said water shall be taken from wells, or water developments, situate south of the existing right of way of Atchison, Topeka and Santa Fe Railway Company (on which said right of way are located the railroad tracts extending from said City of San Bernardino, to the City of Rialto), and north of said Mill Street.

## XVII.

That the maximum quantity of water, which said Terrace Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 150 inches of water, and said Terrace Water Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 150 inches, but all of said water shall be taken from wells or water developments, situate south of said right of way of said Railway Company mentioned in the next preceding paragraph hereof, and north of said Mill Street. All of said water may be pumped.

## XVIII.

That the maximum quantity of water which said City of Colton shall be, and is entitled to take from said

and its tributaries, and from said Lytle Creek Region, and conduct from said Region, and use beyond the confines thereof, shall amount to an aggregate quantity of 3480.78 inches, and said Fontana Companies shall never be entitled either collectively or separately to divert, beyond said confines, at any time from said water sources, or any of them, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said 3480.78 inches of water, 1300 inches and no more may be pumped and diverted from said Region, by said Fontana Companies, provided that:

(a) No more than three hundred inches shall ever be pumped from the next hereinafter described tract of land, and said 300 inches shall be pumped from no other place; said tract being that certain tract, in said Region, described as follows:

That portion of the Southwest portion of the Muscupiabe Rancho, described as follows:

Beginning at station O of the north boundary of the Muscupiabe Rancho, which point is situate near the northeasterly bank of Lytle Creek, and near the mouth of Lytle Creek Canyon;

Thence following and along the northerly boundary of said Muscupiabe Ranch, South 67 degrees, 52 minutes East, thirty-five and fifty-three hundredths (35.53) chains to station 1 of said Muscupiabe Rancho; thence south 48 degrees, 14 minutes west, fifty-six and seventy-six hundredths (56.76) chains to the southwesterly corner of Farm Lot Ten (10) designated on the Map showing SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, recorded in Book 6 of Maps, at page 12, in the office of the County Recorder of said San Bernardino County;

Region, and use beyond the confines thereof, is 600 inches of water, and said City shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 600 inches, all of which said quantity of water may be pumped by said City from said Region, but all of said water shall be taken from wells or water developments situate south of the last mentioned right of way of said Railway Company, and north of said Mill Street, and none of said water shall be used west of the highway, running approximately north and south, situate on the Rialto Bench, and known as "Rancho Avenue."

#### XIX.

As used herein, (1) the term "Fontana Companies," refers to Fontana Water Company, Fontana Union Water Company, Fontana Power Company, Fontana Farms Company, and Fontana Land Company; (2) the term "Citizens Company" refers to the Citizens Land and Water Company of Bloomington; (3) the term "Riverside Company" refers to the Riverside Highland Water Company; (4) the term "Improvement Company" refers to the Lytle Creek Water and Improvement Company; (5) the term "Mutual Company" refers to the Mutual Land and Water Company of Rialto; (6) the term "Power Company" refers to the Fontana Power Company, and (7) the term "Union Water Company" refers to Fontana Union Water Company.

#### XX.

That the maximum quantity of water which said Fontana Companies shall be, and are collectively entitled to take from the surface and sub-surface waters of said Lytle Creek, and from said Lytle Creek Canyon,

Thence north 24 degrees, 43 minutes west, eighty-four and twenty-four hundredths (84.24) chains to a point in the north boundary of said Muscupiabe Rancho; said point being identical with the north corner of Farm Lot One (1), designated on said Map; thence, following and along the north boundary of the Muscupiabe Ranch, south fifty-one degrees, thirty minutes east, eleven and fifty-hundredths (11.50) chains to Station 49 thereof;

Thence, south 63 degrees, 00 minutes east, 40 chains to Station 0 of said Muscupiabe Rancho, the place of beginning.

Containing two hundred twelve and nineteen hundredths (212.19) acres.

(b) No more than 200 inches shall ever be pumped and diverted from said Region, from that certain tract of land in said Region, described as follows:

Commencing at a point on Line 2-3 of the northeasterly boundary of the southwest portion of the Rancho Muscupiabe, said point being north 45 degrees, 0 minutes west, one hundred thirty-seven and three-tenths chains from the southeast corner of Section 25, Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence following the northeasterly boundary line of lands heretofore conveyed by the Fontana Development Company, to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, south 71 degrees, 13 minutes west, thirty-four and twenty-eight hundredths chains; thence still following said boundary north eighty-two degrees, fifty-nine minutes west, eighteen and seventy-three hundredths chains, for a point of beginning; thence from said point of beginning north fifty-four degrees,

fifteen minutes west, eighty-three and four hundredths chains; thence south 35 degrees, 45 minutes west, along the boundary line of the land conveyed by the Fontana Development Company to the Fontana Union Water Company, by deed recorded in Book 505 of Deeds, page 274, to the northwesterly corner of Lot 64, of Map showing subdivision of lands belonging to the Semi-Tropic Land and Water Company, as per plat recorded in Book 6 of Maps, page 12, of the records of said County, including the western portion of the Muscupiabe Grant, as per plat recorded in Book 7 of Maps, page 23, of the records of said County; thence from said northwesterly corner of said Lot 64, easterly and along the northeast line of Lots 64, 66, 68, 70, 72, 74 and 76, to the westerly point of land conveyed by the Fontana Development Company to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, et. seq.; thence following the north boundary of said tract south 82 degrees, 59 minutes east, twenty-six and twenty-seven hundredths chains, more or less, to point of beginning.

(c) None of the remaining 800 inches, or any portion of said 1300 inches of water, shall ever be pumped by said Fontana Companies, or any of them, from any portion of said Region lying to the south, or southeasterly of a line drawn from the southeast corner of Farm Lot 68, designated on said Map, to that certain point situate on the boundary of said Muscupiabe Rancho, designated or known as "Stake No. 3" (which said last mentioned point is situate very near to the northeast corner of Section 22, Township 1 North, Range 5 west, S. B. B. & M.); thence running due east to the southwesterly boundary of said right of way of

said Atchison, Topeka and Santa Fe Railway Company, hereinbefore mentioned, save and except that 150 inches of said 1300 inches of water may be pumped or diverted from lands in said Region lying below or to the south or southeasterly of said line.

(d) No water, pumped in said Region by any of said Fontana Companies, shall ever be conducted east of the west boundary of the lands in said Region now owned by the Muscoy Water Company, a corporation, provided however, that if any of the said Fontana Companies shall exercise the right to substitute for 150 inches of the surface waters of said Lytle Creek other water (said right being specifically provided for in that certain judgment rendered by the Superior Court of said San Bernardino County, in Action numbered 9383 in said Court, a copy of which judgment is recorded in the office of the County Recorder of said County, in Book 369 of Deeds at page 323 thereof, which said judgment is based upon that certain contract, dated October 26, 1891, wherein John L. Campbell granted to the Semi-Tropic Land and Water Company, the right to make such substitution of such water), then and in that event, such substituted water, not exceeding 150 inches, may be conducted anywhere.

(e) No water, except the 300 inches permitted to be pumped hereunder, from the tract of land described in Subdivision (a) of this Paragraph XX, shall ever be pumped and diverted by any of said Fontana Companies, from said Region, except and provided that whenever the quantity of water which said Fontana Companies are deriving from said Lytle Creek, at said intake, when added to any water that shall at the time be actually pumped from said tract (there shall be no

obligation to pump any water from said tract), shall amount in the aggregate to less than 2500 inches, then, so long as such deficiency shall continue, said Fontana Companies may take and divert from said Region from any or all of said other areas hereinbefore specified (but not more from any one of said areas than the maximum that they are entitled to take from such tract as hereinbefore stated) such quantity of water as may be necessary to make up such deficiency and maintain such aggregate supply of 2500 inches.

(f) Said quantity of 2500 inches and said maximum quantity of 3480.78 inches of water, hereinbefore referred to in this Paragraph XX, both relate exclusively to water which said Fontana Companies are entitled to take for their own use for irrigation and other beneficial purposes, beyond the confines of said Region.

#### XXI.

Nothing herein contained shall settle, bind or affect any question, matter or right existing between any of said Fontana Companies only, the purpose of this decree being to define and adjudicate the rights involved herein, of each and all of the respective parties hereto, other than said Fontana Companies, and also to adjudicate the collective rights of all of said Fontana Companies, constituting one group of defendants, without affecting any right which any of said Fontana Companies may have against any other of said Fontana Companies.

#### XXII.

That, except as provided in Paragraph XXIV hereof, no well shall ever be sunk hereafter by any party to



this action, within a distance of 200 feet of the north boundary line of said Ferguson Ranch, and it is further decreed that none of said Fontana Companies shall be entitled to hereafter pump any water in said Lytle Creek Canyon, at any time when such water is not needed for irrigation purposes.

### XXIII.

Nothing contained herein shall be construed as permitting or shall permit, any water to be diverted from said Region, or from any water sources herein mentioned, at any time when the water so diverted is not reasonably needed for some useful or beneficial purpose, and it shall not be deemed a useful or beneficial purpose within the meaning of this paragraph, to use water:

(a) For irrigating, between the 15th day of November and the 15th day of March, of the next succeeding year, any grain or cereal crop, unless such crop is growing in an orchard;

(b) For saturating or causing water to sink in lands, lying outside of the said Region and canyon, for the purpose of accomplishing underground storing of water, or of adding to the water contained in such lands, nor for exercising unreasonable irrigation of crops or trees growing thereon.

### XXIV.

That none of the parties to this action shall ever be entitled hereafter, to sink any well within a distance of 500 feet from any other well, owned, or operated by any other party to this action, except for substituting a new well in lieu of any now existing well, within said distance, for the sole purpose of maintaining, but not in-

creasing, the quantity of water now taken by such existing well, within such distance, provided however, that if it is desired to sink such new well within said distance, then such new well shall be always located as near as reasonably practicable to the existing old well for which it is to be substituted, as aforesaid.

## XXV.

That each and all of the parties to this action, when taking any water from any water source mentioned herein, shall install, and at all times maintain respectively, at every point at which such water is so taken, such measuring box or weir or other measuring device, as will show readily and accurately the quantity of water at the time being taken at such point, which box and weir or other device, shall be installed and maintained as directed by, and to the satisfaction of said committee on water conservation, and shall at all times be open to inspection by an member of said committee, and by any party to this action.

## XXVI.

Nothing herein contained shall be construed as vesting any new right in any of the parties hereto, to enter upon and take water from any water development or well situate on any property of any other party hereto, but the provisions of this paragraph shall not impair or affect any existing right of any party hereto.

## XXVII.

That the rights of each and all of the said parties to pump water from said Region, as hereinbefore specified and defined are, as between said parties, equal and cor-

relative, without any priority or superiority of right, except as hereinbefore specifically stated or provided as to a particular interest or right, as between particular specified parties.

## XXVIII.

That every provision of this decree in favor of, or applying to any party hereto, shall also apply to, and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

## XXIX.

That nothing herein decreed shall impair, abridge, or affect any existing right of any party hereto, which is now established by decree of court, or by other record, to have delivered, or to share in water from the surface flow of said Lytle Creek, except as may hereinbefore be otherwise specifically provided. Nothing herein decreed shall impair, abridge or affect any existing right of any party hereto to practice water conservation by sinking water in said Lytle Creek Canyon.

## XXX.

That each and all of the parties hereto, and the agents and employees of each of them, are hereby perpetually restrained and enjoined from doing any act or thing in violation of the provisions of this decree.

## XXXI.

None of the several maximum quantities of water which the parties hereto are respectively entitled to take from said Region, and use beyond the confines thereof, as herein specified, shall be increased or affected by the

future acquiring of additional lands in said Region by any of said parties; provided, however, anything to the contrary herein contained notwithstanding, should any party hereto hereafter purchase from any other party hereto the herein specified right to divert water of such other party, such purchasing party shall be entitled to exercise such purchased right of diverting water from said Region, in addition to the right allotted hereunder to such purchasing party.

## XXXII.

No objection shall ever be made by any of said parties as to the interest or right of any party, as hereinbefore specified and defined, or as to the validity of this judgment in so specifying or defining such interest or right, on the ground that such interest or right, as so specified or defined, is not consistent with or warranted by the pleadings relative thereto; and if, in any case, it shall appear that any such interest or right, as so specified and defined, is in fact not consistent with or warranted by such pleading as actually filed, then such pleading shall be deemed and treated as amended, to conform to and sustain such interest and right as hereinbefore specified and defined.

## XXXIII.

Each of said parties waives all right of appeal from this judgment, and no appeal shall be taken by any party or parties from this judgment or any part thereof.

## XXXIV.

No party to this judgment shall be entitled to recover costs from any other party.

Dated: January 28th, 1924.

BENJAMIN F. WARMER,  
*Judge.*

Endorsed:  
Filed Jan. 28, 1924

HARRY L. ALLISON, Clerk  
By M. L. ALDRIDGE, Deputy.

Docketed: Jan. 30, 1924, at 1:35 o'clock P. M.

Entered: Jan. 28, 1924, Book 41, Page 154.

HARRY L. ALLISON, Clerk  
By R. M. SCHMIDT, Deputy Clerk

STATE OF CALIFORNIA, }  
COUNTY OF SAN BERNARDINO, } ss.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.

Witness my hand and seal of the Superior Court, this 14th day of Feb., 1924.

HARRY L. ALLISON, County Clerk.  
By R. M. SCHMIDT, Deputy.

Recorded at request of Leonard, Surr & Hellyer, Feb. 16, 1924, at 28 minutes past 9.00 A. M., in Book 829, Page 293, of Deeds, Records San Bernardino County.

FULTON G. FERAUD, County Recorder.  
By IRENE McINERNY, Deputy Recorder.  
Fee \$13.50.

I hereby certify that I have correctly transcribed this instrument on the records in the office of the Recorder of San Bernardino County.

R. EASTON, Copyist.

Compared:

M. ALEXANDER,—R. EASTON.

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**AGREEMENT  
BETWEEN  
BIG BEAR MUNICIPAL WATER DISTRICT  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

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This Agreement is entered into between Big Bear Municipal Water District (hereinafter "BIG BEAR") and San Bernardino Valley Municipal Water District (hereinafter "VALLEY MUNICIPAL").

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**RECITALS**

A. BIG BEAR is obligated to release water from Big Bear Lake (hereinafter "Lake") to Bear Valley Mutual Water Company (hereinafter "BEAR VALLEY"), or to provide other water in lieu of releases from the Lake. This obligation arises from the judgment in *Big Bear Municipal Water District v. North Fork Water Co. et al.*, Case 165493, Superior Court, County of San Bernardino (hereinafter "1977 Judgment"). The 1977 Judgment also created the Big Bear Watermaster. Under the 1977 Judgment, BEAR VALLEY may call on BIG BEAR to deliver up to 65,000 acre-feet of water from the Lake in any ten-year period if BEAR VALLEY has water in BEAR VALLEY's Lake Account, as determined by the Big Bear Watermaster.

B. BIG BEAR wishes to obtain a long-term supply of in-lieu water to satisfy part of the obligation to deliver water to BEAR VALLEY. VALLEY MUNICIPAL has a long-term water supply contract with the California Department of Water Resources and access to other sources, and wishes to provide in-lieu water to BIG BEAR.

////

SBVMWD LEGAL  
DOCUMENT 1645

1 C. If BIG BEAR's Lake Release Policy first adopted  
2 May 1, 1987 (hereinafter "Lake Release Policy") had been in effect  
3 under the 1977 Judgment, BIG BEAR would have released 2,000 acre-  
4 feet of water per year, on average, from the Lake to Bear Creek  
5 for use by BEAR VALLEY during the 26-year period, October 1, 1934  
6 to September 30, 1960. This policy is attached as Exhibit "1".  
7 BIG BEAR currently removes up to 1,000 acre-feet per year of snow-  
8 making water from the Lake, half of which returns to the Lake when  
9 the snow melts. The Lake Release Policy contemplates continuation  
10 of this activity at current volumes.

11 D. If the 1977 Judgment, the Lake Release Policy and  
12 this Agreement had been in effect in said period, VALLEY MUNICIPAL  
13 would have been called upon to deliver to BEAR VALLEY up to 4,500  
14 acre-feet of water per year, on average, as in-lieu water for  
15 BIG BEAR.

16 E. VALLEY MUNICIPAL has instituted litigation against  
17 BIG BEAR and others, which litigation seeks a judicial  
18 determination of the rights of the water producers and users  
19 within the San Bernardino Basin (hereinafter "Basin") to water  
20 from the Basin and to water which historically flowed from Bear  
21 Creek and the Lake to the Basin. This litigation is currently on  
22 appeal in the California Court of Appeal, Fourth District,  
23 Division One, in San Diego (No. D020907).

24 F. BIG BEAR and VALLEY MUNICIPAL wish to enter into an  
25 agreement which will satisfy the in-lieu water requirements of  
26 BIG BEAR and end said litigation.

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C O V E N A N T S

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2 NOW, THEREFORE, IT IS AGREED by and between the parties  
3 hereto as follows:

4 1. In each calendar year, when BEAR VALLEY demands  
5 Lake water pursuant to the 1977 Judgment, BIG BEAR shall make Lake  
6 releases to meet such demands to the extent such releases are  
7 consistent with the Lake Release Policy. Releases shall be made  
8 in response to any demand which BEAR VALLEY is entitled to make  
9 pursuant to the 1977 Judgment, whether for irrigation or other  
10 purposes. If BIG BEAR acquires any right (a) to store in the Lake  
11 reclaimed water currently discharged outside the watershed or  
12 other water imported from outside the watershed, or (b) to remove  
13 water from the Lake, then the parties shall make reasonable  
14 adjustment of this release obligation to allow BIG BEAR to enjoy  
15 the benefits of such water, provided that no such adjustment shall  
16 have the effect of reducing the average annual quantity of usable  
17 Lake releases contemplated under this Agreement.

18 2. In each calendar year, whenever Lake releases under  
19 the Lake Release Policy are not sufficient to meet BEAR VALLEY'S  
20 Lake release demands, VALLEY MUNICIPAL shall deliver in-lieu water  
21 to satisfy the remainder of those demands. For purposes hereof  
22 BEAR VALLEY'S Lake release demands shall be limited to water which  
23 BEAR VALLEY is entitled to demand from BIG BEAR (a) out of its  
24 Lake account under the 1977 Judgment, computed using the same  
25 formulas and coefficients used in the Big Bear Watermaster  
26 Eighteenth Annual Report dated July 26, 1995, or (b) pursuant to  
27 subparagraphs 25(e) and 25(f) of the 1977 Judgment. This water  
28 can be provided from the State Water Project, wells, the Santa Ana

1 River, Exchange Water under the "Santa Ana River - Mill Creek  
2 Cooperative Water Project Agreement" (dated May 3, 1976 and  
3 recorded in Book 9008, Pages 1 et seq., Official Records of  
4 San Bernardino County) or any other lawful source. If  
5 VALLEY MUNICIPAL's in-lieu deliveries result in an obligation by  
6 BIG BEAR to provide Basin Make-up water under the 1977 Judgment  
7 (as determined using the same formulas and coefficients used in  
8 the Big Bear Watermaster's Eighteenth Annual Report dated July 26,  
9 1995), VALLEY MUNICIPAL shall provide replenishment water to bring  
10 the Basin Make-up Account up to the minimum balance contemplated  
11 by the 1977 Judgment. For purposes of the immediately preceding  
12 sentence, the percentage credit allowance for stock water  
13 deliveries for spreading in Table 4.C of said Annual Report shall  
14 be assumed to be 0%.

15 3. Prior to May 1, 1996, VALLEY MUNICIPAL shall pay  
16 sufficient amounts into an escrow account to provide for  
17 defeasance of BIG BEAR's remaining payments under the 1989  
18 Certificates of Participation which funded purchase of the well  
19 and well sites described in Exhibit "2" attached hereto.  
20 Immediately after establishment of the escrow account BIG BEAR  
21 shall convey by grant deed to VALLEY MUNICIPAL marketable title to  
22 said well and well sites.

23 4. Immediately after execution of this Agreement  
24 BIG BEAR shall convey to VALLEY MUNICIPAL, free of liens and  
25 unpaid assessments, all right, title and interest in and to all  
26 BEAR VALLEY stock now owned by BIG BEAR, as described in  
27 Exhibit "3" attached hereto.

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1           5. BIG BEAR shall pay VALLEY MUNICIPAL the following  
2 amounts:

3           a. Commencing July 1, 1996 and on each July 1  
4 through 2005, BIG BEAR shall pay VALLEY MUNICIPAL the smaller  
5 of:

6           i. \$834,000, or

7           ii. The product of \$834,000 times a fraction in  
8 which the denominator is BIG BEAR's assessed value for fiscal  
9 year 1995-96 and the numerator is BIG BEAR's assessed value  
10 for the fiscal year prior to the fiscal year in which the  
11 payment is due. Provided that the annual amount paid shall  
12 be not less than 90% of \$834,000.

13           b. Commencing July 1, 2006 and on each July 1  
14 through 2016, BIG BEAR shall pay VALLEY MUNICIPAL the larger  
15 of:

16           i. \$834,000, or

17           ii. The product of \$834,000 times a fraction in  
18 which the denominator is BIG BEAR's assessed value for fiscal  
19 year 2004-05 and the numerator is BIG BEAR's assessed value  
20 for the fiscal year prior to the fiscal year in which the  
21 payment is due.

22           c. Commencing July 1, 2017 and on each July 1  
23 thereafter during the life of this Agreement, BIG BEAR shall  
24 pay VALLEY MUNICIPAL the larger of:

25           i. \$895,000, or

26           ii. The product of \$895,000 times a fraction in  
27 which the denominator is BIG BEAR's assessed value for fiscal  
28 year 2004-05 and the numerator is BIG BEAR's assessed value

1 for the fiscal year prior to the fiscal year in which the  
2 payment is due.

3 As used in this section the term "assessed value" means the Total  
4 Net Value After RDA as determined by the San Bernardino County  
5 Auditor-Controller. For example, the "assessed value" for 1995-96  
6 is \$2,087,130,141.

7 6. BIG BEAR hereby pledges revenues from its general  
8 property tax allocation through the County of San Bernardino as  
9 sole security for the payments set forth in this Agreement.

10 7. BIG BEAR shall not acquire stock, or exercise  
11 rights pursuant to stock, in water companies within  
12 VALLEY MUNICIPAL.

13 8. As long as VALLEY MUNICIPAL meets its obligation to  
14 deliver water hereunder, BIG BEAR shall not drill or operate  
15 wells, or cause wells to be drilled or operated on its behalf,  
16 within VALLEY MUNICIPAL except wells which may be operated by, or  
17 on behalf of, VALLEY MUNICIPAL to meet the terms of this  
18 Agreement.

19 9. BIG BEAR shall keep adequate records of the water  
20 level in the Lake and of the date and amount of each release made  
21 in response to demands from BEAR VALLEY and shall submit these  
22 records annually to VALLEY MUNICIPAL. VALLEY MUNICIPAL shall keep  
23 adequate records of the source and quantity of all water it  
24 delivers under this Agreement and shall submit these records  
25 annually to BIG BEAR.

26 10. As long as BIG BEAR makes the releases and payments  
27 set forth in paragraphs 1 and 5 hereof, VALLEY MUNICIPAL shall not

28 ////

1 make any other claim regarding prior obligations of BIG BEAR to  
2 the Basin.

3 11. Each party to this Agreement shall abandon or  
4 dismiss its appeal in the pending litigation (No. D020907), with  
5 each party bearing its own costs and attorney fees therein.

6 12. This Agreement shall remain in force through the  
7 term of VALLEY MUNICIPAL's water supply contract with the  
8 California Department of Water Resources, as it may be extended  
9 from time to time.

10 13. This Agreement may be amended only by written  
11 agreement of the Parties hereto pursuant to action of their  
12 respective boards of directors.

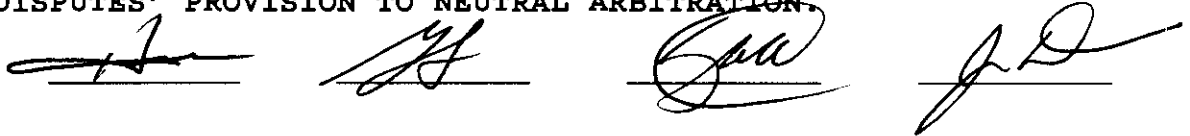
13 14. **ARBITRATION OF DISPUTES:**

14 Any disputes between the Parties arising from this  
15 Agreement shall be resolved by binding arbitration in accordance  
16 with the California Code of Civil Procedure, Part III, Title 9  
17 (commencing with section 1280) and Title 9.3 (commencing with  
18 section 1298). Provided, however, parties shall be entitled to  
19 discovery under the rules of the Code of Civil Procedure, the  
20 arbitrator(s) shall issue a written opinion adequately explaining  
21 the basis of the award, and in any proceeding to confirm, correct  
22 or vacate an award, the court may consider and correct errors of  
23 law.

24 **NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO**  
25 **HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE**  
26 **'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION**  
27 **AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU**  
28 **MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY**  
**TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR**  
**JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE**  
**SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION.**  
**IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS**

1 PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY  
2 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS  
3 ARBITRATION PROVISION IS VOLUNTARY.

4 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT  
5 DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION  
6 OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

7 

8 If the dispute in arbitration involves changes in circumstances  
9 after execution of this Agreement, the arbitrator(s) shall  
10 consider any remedies which may be legally available in response  
11 to such changes.

12 15. Nothing in this Agreement is intended to create,  
13 nor shall anything herein be construed as creating, any rights in,  
14 benefits for or obligations to, any person or entity other than  
15 BIG BEAR and VALLEY MUNICIPAL.

16 16. This Agreement shall be effective as of the date  
17 set forth below.

18 IN WITNESS WHEREOF this Agreement is executed by the  
19 persons authorized by the parties' respective Boards of Directors.

20 DATED: February 1, 1996

21 BIG BEAR  
22 MUNICIPAL WATER DISTRICT

23 By: 

24 By: 

25 SAN BERNARDINO VALLEY  
26 MUNICIPAL WATER DISTRICT

27 By: 

28 By: 

EXHIBIT "1"

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Big Bear Municipal Water District's Lake Release Policy was first adopted on May 1, 1987.

Policy states:

- "1. When the Lake is within the top four feet, the irrigation demands from Bear Valley Mutual will be met with Lake releases;
2. When the Lake is between four and six feet below full, the District intends to obtain in-lieu water between the months of May 1 and October 31. Between November 1 and April 30, water required would be released from Big Bear Lake.
3. When the Lake is between six and seven feet below full, the Board of Directors shall determine whether to release from the Lake;
4. When the Lake is more than seven feet below full, the District intends to obtain in-lieu water throughout the year."

EXHIBIT "2"

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Big Bear Municipal Water District Well Sites and Well

1. Well site only San Bernardino County APN 168-091-07.
2. Well site and well San Bernardino County APN 168-091-08.

These sites are as shown on San Bernardino County Assessor's Map Book 0168 Page 09 which follows and further described in the Grant Deed recorded as document 88-323072 in the Official Records of San Bernardino County.



EXHIBIT "2"

Order No. 919783  
Escrow No. 10604-JP  
Loan No.

RECORDED AT THE REQUEST OF  
FIRST AMERICAN TITLE INSURANCE CO.

WHEN RECORDED MAIL TO:  
Big Bear Municipal  
Water District  
P.O. Box 2863  
Big Bear Lake, CA 92315

1 FEE			
5 SVY	5.29	8TT	501
10	42.90		G

RECORDED IN OFFICIAL RECORDS  
SEP 27 1988 AT 8:00 AM  
SAN BERNARDINO COUNTY, CALIF.

88-323072

MAIL TAX STATEMENTS TO:

*None*

DOCUMENTARY TRANSFER TAX \$ 42.90

Computed on the consideration or value of property conveyed; OR  
Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

*Justin S. Hamilton*  
Signature of Declarant or Agent - Firm Name

GRANT DEED PORTION OF 168-091-06

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AIRPORT INDUSTRIAL, a California Limited Partnership

hereby GRANT(S) to

BIG BEAR MUNICIPAL WATER DISTRICT

the real property in the City of Redlands  
County of SAN BERNARDINO, State of California, described as

COMPLETE LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO

AS EXHIBIT "A"

919783 JA  
582618

THE RIGHT OF ENTRY TO THESE WELL SITES SHALL BE OFF OF SAN BERNARDINO AVENUE.

Airport Industrial, a California  
Limited Partnership

Dated July 28, 1988

By: Western International Associates

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

*Houshang Sanai*  
By: Houshang Sanai

On \_\_\_\_\_  
before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

*Khosrow Sanrab*  
By: Khosrow Sanrab

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature \_\_\_\_\_

1002 (6/82)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

88-323072

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY FOR BIG BEAR MUNICIPAL WATER DISTRICT

Well Site #2:

All that portion of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 1 South, Range 3 West, SAN BERNARDINO MERIDIAN, in the City of Redlands, County of San Bernardino, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 13 in the centerline of 66 foot wide San Bernardino Avenue; thence along said centerline, South 89° 13' 16" West 1620.00 feet; thence at right angles leaving said centerline, North 0° 46' 44" West 44.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing North 0° 46' 44" West 50.00 feet; thence North 89° 13' 16" East 50.00 feet; thence South 0° 46' 44" East 50.00 feet; thence South 89° 13' 16" West 50.00 feet to the TRUE POINT OF BEGINNING.

Well Site #3:

All that portion of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 1 South, Range 3 West, SAN BERNARDINO MERIDIAN, in the City of Redlands, County of San Bernardino, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 13 in the centerline of 66 foot wide San Bernardino Avenue; thence along said centerline, South 89° 13' 16" West 620.00 feet; thence at right angles leaving said centerline, North 0° 46' 44" West 44.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing North 0° 46' 44" West 50.00 feet; thence North 89° 13' 16" East 50.00 feet; thence South 0° 46' 44" East 50.00 feet; thence South 89° 13' 16" West 50.00 feet to the TRUE POINT OF BEGINNING.

Prepared by: *H. R. Hartwick*  
H. R. Hartwick  
March 22, 1988

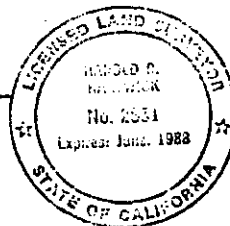


EXHIBIT "2"

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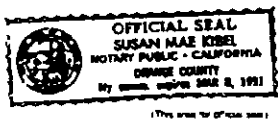


STATE OF CALIFORNIA  
COUNTY OF ORANGE } SS 88-323072  
On the 28th day of July, 19 88, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
Houshang Sanai

Acknowledgment - Partnership

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be an individual doing business as Western International  
one of the general Associates  
partners of the partnership  
that executed the within instrument, and acknowledged to me that  
such partnership executed the same  
WITNESS my hand and official seal

Susan Mae Kibel  
Notary signature



STATE OF CALIFORNIA  
COUNTY OF ORANGE } SS  
On the 28th day of July, 19 88, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
Khosrow Schrab

Acknowledgment - Partnership

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be one of the general  
official partners of the partnership  
that executed the within instrument, and acknowledged to me that  
such partnership executed the same  
WITNESS my hand and official seal

Debra Campbell  
Notary signature

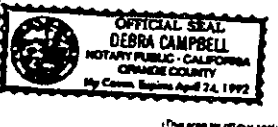


EXHIBIT "2"

88-323072

R.V.E. CO. REC'D JUL 1 1988

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4 THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY  
5 CONVEYED BY THE WITHIN INSTRUMENT TO BIG BEAR MUNICIPAL WATER  
6 DISTRICT, A BODY CORPORATE AND POLITIC, IS HEREBY ACCEPTED BY  
7 ORDER OF THE BOARD OF DIRECTORS MADE ON FEBRUARY 26, 1988 AND THE  
8 GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY  
9 AUTHORIZED OFFICER.  
10  
11



12 RICHARD A. LEWSADER  
13 SECRETARY/TREASURER OF THE BIG BEAR  
14 MUNICIPAL WATER DISTRICT AND THE BOARD  
15 OF DIRECTORS THEREOF  
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EXHIBIT "3"

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Big Bear Municipal Water District  
Bear Valley Mutual Water Company Stock Ownership

5 attached stock certificates summarized below:

No. 735	April 24, 1986	6 Shares
No. 771	March 16, 1987	950 Shares
No. 823	February 29, 1988	200 Shares
No. 879	January 25, 1989	19,870 Shares
<del>No. 1044</del>	<del>January 8, 1993</del>	<del>154 Shares</del>
	Total	21,180 Shares

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INCORPORATED JUNE 15, 1903  
AUTHORIZED CAPITAL STOCK \$2,000,000  
400,000 SHARES PAR VALUE \$5

No. 735

# Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: April 24, 19 86

**This Certifies That**

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

-----No One-----

(If no pledge is to be registered, write "no one" in this space)

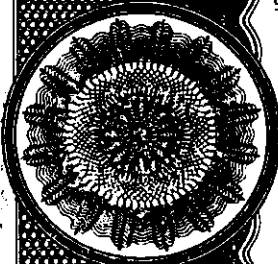
is registered as pledgee of Six shares each of the par value of Five-Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or bill for water delivered or other service rendered by the corporation to or for the registered holder of these shares or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of said shares can be made on the books of the corporation while any such assessment, charge or bill thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal, affixed, the day above written.



THE CORPORATE PRESS, INC. LOS ANGELES, CALIF.

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No. Shares 950 N<sup>o</sup> 771  
INCORPORATED JUNE 15, 1903 AUTHORIZED CAPITAL STOCK \$2,000,000  
400,000 SHARES PAR VALUE \$5

# Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: March 16, 19 87

**Whis  
Whittles  
Whip**

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

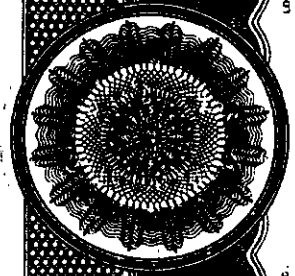
NO ONE (if no pledge is to be registered, write "no one" in this space)

is registered as pledgee of Nine Hundred Fifty shares  
each of the par value of Five Dollars, of the Capital Stock of

**Bear Valley Mutual Water Company**  
a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or required, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.



LOS ANGELES, CALIF.

THE CORPORATE PRESS, INC.

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No. Shares =200= No. 823  
INCORPORATED JUNE 15, 1903 AUTHORIZED CAPITAL STOCK \$2,000,000  
400,000 SHARES PAR VALUE \$5

# Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: February 29, 1988

This  
Certifies  
That

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

(If no pledge is to be registered, write "no one" in this space)

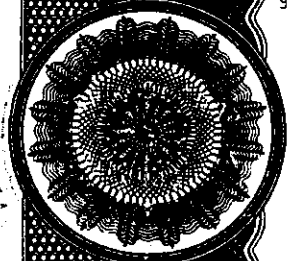
is registered as pledgee of -----Two Hundred----- shares  
each of the par value of Five Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal, affixed the day above written.



LOS ANGELES, CALIF.

THE CORPORATE PRESS, INC.

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INCORPORATED JUNE 15, 1903  
AUTHORIZED CAPITAL STOCK \$2,000,000  
400,000 SHARES PAR VALUE \$5

No. 879

No. Shares = 19,870 =

# Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: January 25, 19 89

This Certificate

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

No. One

(If no pledge is to be registered, write "no one" in this space)

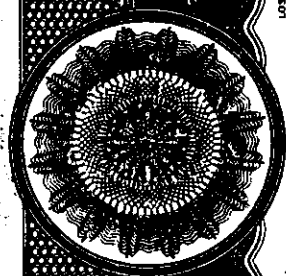
Nineteen Thousand, Eight Hundred Seventy shares  
is registered as pledge of each of the per value of Five-Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to its shareholders for the registered holder of these shares by virtue of or in respect to other shares is a lien upon the shares from the time when furnished or rendered, until paid. All assessments, charges or tolls that are made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officer, and its Corporate Seal affixed the day above written.

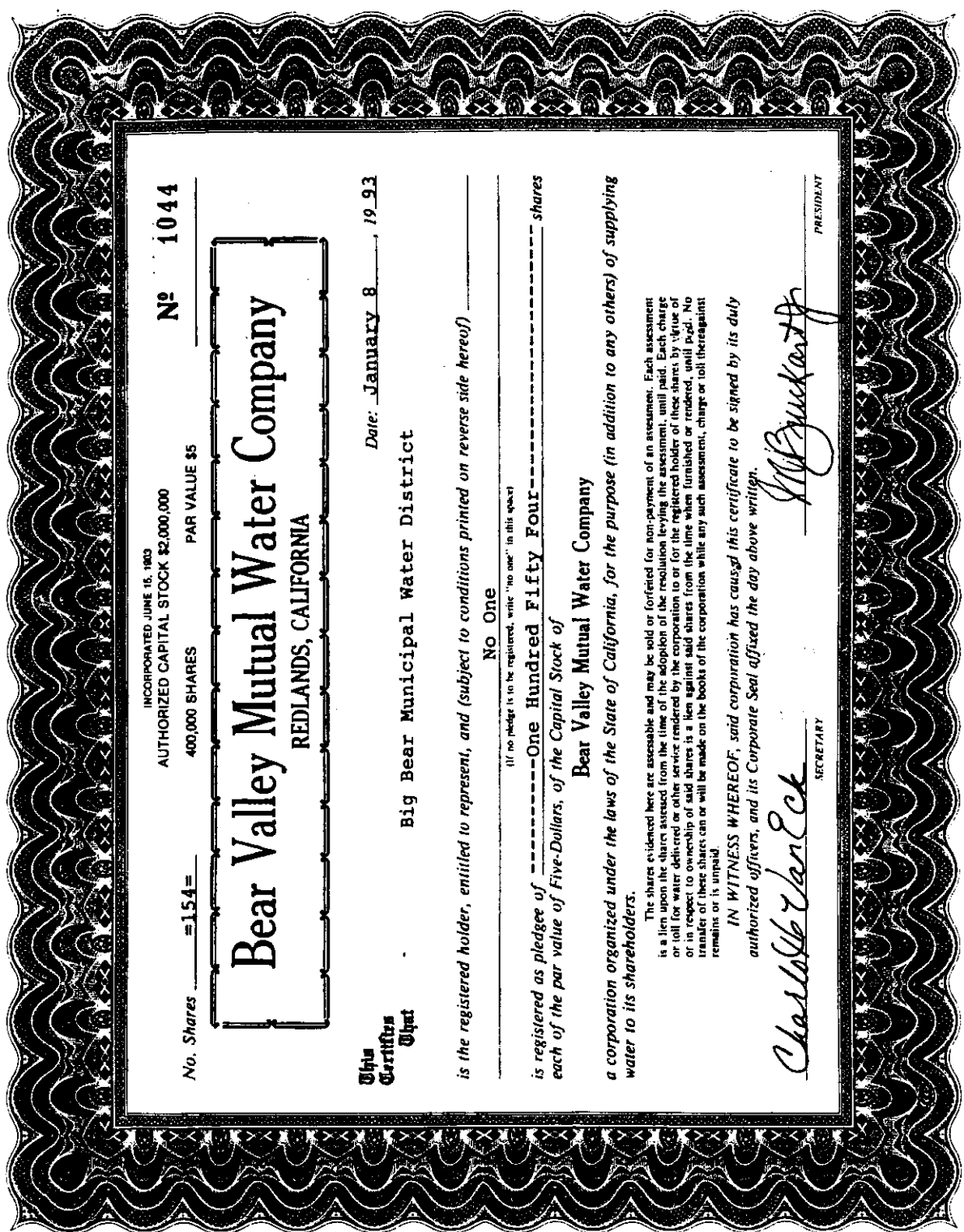


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No. 1044

INCORPORATED JUNE 16, 1903  
AUTHORIZED CAPITAL STOCK \$2,000,000  
400,000 SHARES PAR VALUE \$5

No. Shares = 154 =

**Bear Valley Mutual Water Company**  
REDLANDS, CALIFORNIA

Date: January 8, 1993

**John Griffiths**  
Chairman

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof) \_\_\_\_\_  
No One  
If no pledge is to be registered, write "no one" in this space.  
is registered as pledgee of -----One Hundred Fifty Four----- shares  
each of the par value of Five-Dollars, of the Capital Stock of

**Bear Valley Mutual Water Company**  
a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect to ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

*Charles Van Eck*  
SECRETARY

*W. J. Zuckert*  
PRESIDENT

© 1993 B&O

## SURPLUS WATER SALE AGREEMENT

This Surplus Water Sale Agreement ("Agreement") is made and entered into as of 14<sup>th</sup> day of June, 2018, by and between the SAN GORGONIO PASS WATER AGENCY ("Agency") and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("District"). Agency and District are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

A. Agency and District are state water contractors and regional water agencies that provide water on a wholesale basis to retail water providers and other public agencies within their respective service areas. There are two retail water providers that are within the service areas of both Agency and District. Those retailers are the Yucaipa Valley Water District and the South Mesa Water Company (collectively referred to as "Retailers"); and

B. Agency desires additional water supplies of all kinds to improve its water supply reliability, including wet year yield; and

C. Agency and District have a long history of cooperative efforts to serve water to their respective service areas, including water exchanges and sharing capacity in the East Branch Extension; and

D. District anticipates that from time to time, it may have surplus State Water Project water ("Surplus Water") that is surplus to the needs of its retail customers; and

E. District has adopted its Ordinance 79 which establishes procedures for the surplus and sale of surplus State Water Project Water; and

F. District desires to provide Agency the first right of refusal to purchase up to 5,000 acre-feet of District's Surplus Water per calendar year; and

G. Agency desires to purchase Surplus Water from District under the terms and conditions set forth in this Agreement and in a manner that is consistent with Ordinance 79.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, the Parties agree as follows:

1. **Term of Agreement.**

The term of this Agreement shall commence on January 1, 2018 and end on December 31, 2032. ("Term").

2. **Purchase and Sale of Surplus Water.**

(a) District may determine, in its sole discretion, the amount of Surplus Water that will be available for purchase during each calendar year of the term of this Agreement. Notwithstanding the foregoing, if District determines that Surplus Water is available, District shall provide Agency the right of first refusal to purchase up to the first 5,000 acre feet of said Surplus Water.

(b) On or before June 15 of each year during the Term, District shall provide notice to Agency of the amount of Surplus Water that is available for purchase for that calendar year. Agency shall then have 30 days from the date of said notice to notify District of the amount of said Surplus Water that it wishes to purchase for that applicable year.

3. **Purchase Price for Surplus Water.**

The purchase price for Surplus Water delivered by District to Agency shall be the sum of the costs as calculated in subsections (a) and (b) below.

(a) The cost of the water shall be based on the State Water Project Table A allocation as determined for the applicable year as follows:

<b>Final SWP Allocation</b>	<b>Cost Per Acre-Foot</b>
0 - 20%	\$400
21 - 40%	\$300
41 - 60%	\$200
61 - 100%	\$100

(b) The power cost to move the Surplus Water through the State Water Project facilities, District facilities, and then to the Point of Delivery as defined herein, shall be paid as follows: (i) Agency shall pay to District power costs at the power cost rate established for the State Water Project for the applicable year. The actual power costs shall be reconciled on or before the end of the calendar year following the year of the delivery. In the event it is determined that Agency has underpaid power costs, Agency shall make payment for the amount owed to District within 30 days of said determination. In the event it is determined that Agency has overpaid power costs, Agency may elect to either receive payment from District within 30 days from the date of said determination or to apply said amount as a credit toward power costs for a subsequent year.

(c) On or before expiration of each 5-year period during the Term, the Parties shall meet and confer in good faith in regard to whether the amount and/or calculation of the purchase price should be changed. In the event the Parties cannot agree as to a new or different amount or calculation, then either Party shall have the right to terminate this Agreement. Unless a Party elects to so terminate this Agreement, the purchase price then in effect shall remain in effect unless or until the Parties reach an agreement to make any such change.

4. **Delivery of Water.**

- (a) **Point of Delivery.** The physical point of delivery (“Point of Delivery”) of Surplus Water pursuant to this Agreement includes, but is not limited to, the following locations:

<b>Delivery Location</b>	<b>Reach Number</b>
Various locations in the San Bernardino Basin	EBX – 1, 2A, 2B, 2C
Various locations in the Yucaipa Basin	EBX – 3B
Various locations in the Beaumont Basin;	EBX – 4A, 4B

- (b) **Delivery Schedule.** District will cooperate with Agency to coordinate for the delivery at the Point of Delivery upon a mutually agreeable delivery schedule.

5. **Use of Water in the San Gorgonio Pass Water Agency Service Area.** Agency shall only purchase the amount of Surplus Water that it is able to put to beneficial use within its service area.

6. **Resale of Surplus Water.** During the applicable year, Agency shall first offer to sell fifty percent (50%) of any Surplus Water to the Retailers, per the current pricing policy of Agency.

The Retailers share of Surplus Water described in this Section will be equally divided up to a Retailer share of two thousand (2,000) acre-feet. Any Retailer share more than 2,000 acre-feet will be offered to the Retailers in proportion to the amount of imported water each Retailer has purchased from Agency over the previous 3 calendar years.

Each Retailer shall notify Agency within 30 days of said offer as to whether, and to what extent, each Retailer desires to purchase Surplus Water. If one Retailer elects not to purchase any share, or elects to purchase less than its share, then the balance shall be made available to the other Retailer.

In the event the Retailers elect not to purchase all of the water described in this Section, Agency may purchase the remainder of the water.

7. **Regulatory Requirements.** The implementation of this Agreement shall be subject to satisfaction by District and Agency of applicable legal and regulatory requirements.

8. **Default and Termination.** In the event either Party fails to make any payment under this Agreement when due, or fails to perform any obligation otherwise required by this Agreement, the non-defaulting Party shall demand in writing that the defaulting Party cure such non-performance. The defaulting Party shall have ninety (90) days after receipt of such demand to cure. In the event the defaulting Party fails to cure a default within the ninety (90) day period, the non-defaulting Party may pursue any applicable action in law or equity including, but not limited to, termination, specific performance and/or damages for breach of this Agreement.

9. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Agreement cannot be amended except in writing signed by both Parties.

10. **No Waiver.** Any failure or delay on the part of either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

11. **Notices.** All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered or one (1) day after being deposited for next day delivery with an overnight courier. Each such notice or communication shall be

addressed to the Parties at their respective addresses set forth next to their signatures below, or such other address as a Party notifies the other in writing.

12. **Severability.** If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

**DISTRICT:**

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

**AGENCY:**

SAN GORGONIO PASS WATER  
AGENCY

By: Douglas D. Headrick  
Name: Douglas D. Headrick  
Title: General Manager

Address: 380 E. Vanderbilt Way  
San Bernardino, CA 92408

By: Jeff Davis  
Name: Jeff Davis  
Title: General Manager

Address: 1210 Beaumont Ave  
Beaumont, CA 92223



**EXHIBIT A**

Resale of Surplus Water Examples

Amount of Surplus Water	SGPWA	Total Retailer Share	Amount to Each Retailer	
			SMWC	YVWD
1,000 AF	500 AF	500 AF	250 AF	250 AF
2,000 AF	1,000 AF	1,000 AF	500 AF	500 AF
5,000 AF	2,500	2,500 AF	1,000 AF + PROPORTION OF 500	1,000 AF + PROPORTION OF 500

PROPORTION OF 500: The remaining 500 AF will be proportioned per Section 6 of this agreement, in proportion to the amount of SWP water each retailer purchased over the previous three (3) years

## FOUR PARTY IMPLEMENTATION AGREEMENT

This Implementation Agreement (“Agreement”) is made and entered into on the Effective Date (as defined herein) by and between Emhart Industries, Inc. (“Emhart”), the City of Rialto and the Rialto Utility Authority (collectively, “Rialto”), the City of Colton, (“Colton”), and the County of San Bernardino (“County”). Emhart, Rialto, Colton and the County are referred to individually herein as a “Party” and collectively as the “Parties.”

### RECITALS

#### The Purpose of this Agreement

A. This Agreement facilitates implementation of the interim remedial action required by the Consent Decree (Dkt. No. 1820) entered on July 2, 2013, by the United States District Court for the Central District of California (the “District Court”), in *City of Colton v. American Promotional Events, Inc.-West, et al.*, Case No. ED CV 09-01864 PSG (SSx), and related consolidated actions (the “Work Consent Decree”).

B. The remedial action required by the Work Consent Decree was selected and approved, and will be overseen, by the United States Environmental Protection Agency (“USEPA” or “EPA”) pursuant to its authority under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601, *et seq.* (the “EPA Remedy,” as defined below). The EPA Remedy is designed to capture and remove perchlorate and trichloroethylene (“TCE”) in groundwater in the Rialto-Colton Groundwater Basin (“Basin”) emanating from a 160-acre parcel located in Rialto, California (the “160-Acre Parcel”).

C. As set forth herein and in the County/Emhart Implementation Agreement, the EPA Remedy will be combined with an existing groundwater extraction and treatment remedy designed and constructed by the County to capture and remove perchlorate and TCE in the Basin as required by the California Regional Water Quality Control Board, Santa Ana Region (the “Regional Board Remedy,” as defined below).

D. Upon Emhart’s completion of construction and permitting necessary to combine the EPA Remedy and the Regional Board Remedy (“Combined

Remedies,” as defined below), Rialto will operate the Combined Remedies to provide potable drinking water to Rialto’s and, if necessary, Colton’s municipal water supply systems.

### **The Regional Board Remedy**

E. In January 2003, the Regional Water Quality Control Board, Santa Ana Region (“Regional Board”) adopted Cleanup and Abatement Order No. R8-2003-0013, which required the County to develop and implement a remedial action to abate perchlorate in groundwater in the Basin allegedly migrating from County property (“Cleanup Order”). In September 2004, the Regional Board adopted Order No. R8-2004-0072, amending the Cleanup Order to require the County to provide Rialto with replacement water for City of Rialto Well No. 3 (“CR-3”) (“Water Replacement Order”). The Cleanup Order and the Water Replacement Order are collectively referred to herein as the “Regional Board Order.”

F. In 2005, pursuant to the Regional Board Order, the County completed a remedial investigation and feasibility study (“RI/FS”) which identified a former bunker area where munitions had been stored during the Second World War (“Bunker Area”) and the Stonehurst Property (which is not owned or operated by the County) as potential source areas of perchlorate subject to the Regional Board Order. The RI/FS and subsequent studies by the County concluded that current and past disposal units of the Mid-Valley Sanitary Landfill (“MVSL”) were not sources of perchlorate contamination. The RI/FS concluded that perchlorate and VOC impacts to groundwater near CR-3 likely originated in source areas located in the vicinity of Unit 5 of the MVSL and/or the Stonehurst Property.

G. In 2005, the County and Rialto entered into an agreement titled “Water Replacement Order Implementation Agreement and Water Rights Lease,” effective April 1, 2005 (“County/Rialto Implementation Agreement”), which, among other things, facilitates the County’s compliance with the Regional Board Order.

H. In 2006, the County commenced operation of the Regional Board Remedy under the oversight of the Regional Board pursuant to the Regional Board Order. In December 2007, the County issued an updated design report that proposed to install two additional groundwater extraction wells, now known as

Miro-2 and Miro-3, to be connected to the treatment plant at CR-3. In February 2008, the Regional Board approved this plan as proposed by the County. In July 2011, the County submitted to the Regional Board an Operations, Monitoring and Maintenance Plan (“OMMP”), which among other things, proposed to vary the production rate from the Regional Board Remedy by season, to enable the output from the County’s groundwater treatment plant to better match the Rialto seasonal water demand (compared to operating at a fixed rate 24 hours a day, 365 days a year). In February 2012, the Regional Board approved the OMMP pumping schedule as proposed by the County. As the permittee under its Domestic Water Supply Permit No. 71-009, Rialto operates the County’s groundwater treatment plant located on Linden Avenue adjacent to CR-3 as set forth in the County/Rialto Implementation Agreement.

I. In August 2010, the County, Colton, and Rialto entered into a Standby Agreement whereby the County leased certain water rights from Colton (“County/Colton/Rialto Standby Agreement”), which, among other things, further facilitates the County’s compliance with the Regional Board Order.

### **The EPA Remedy**

J. In January 2009, USEPA commenced its RI/FS process for the 160-Acre Parcel, which is located immediately north and east of the County’s MVSL. In September 2009, USEPA listed the 160-Acre Parcel on the National Priorities List (“NPL”) as the B.F. Goodrich Superfund Site. By placing the B.F. Goodrich Superfund Site on the NPL, USEPA assumed jurisdiction and control over its cleanup. On December 11, 2013, USEPA changed the name of the B.F. Goodrich Superfund Site to the Rockets, Fireworks, and Flares Superfund Site.

K. In September 2010, the USEPA issued the *Interim Action Record of Decision* for the Source Area Operable Unit (“SAOU”) of the B.F. Goodrich Superfund Site (“2010 ROD”), requiring the installation, operation, and maintenance of a groundwater pump-and-treat system to intercept and control the spread of contaminated groundwater from the 160-Acre Parcel.

### **Federal Court Actions**

L. In 2004, Rialto filed an action in the District Court, known as *City of Rialto v. United States Department of Defense et al.*, Civil Action No. ED CV 04-00079-PSG-SSx. In early 2005, Colton filed a similar action in the District Court,

known as *City of Colton v. American Promotional Events, Inc.-West, et al.*, Civil Action No. ED CV 05-01479 PSG (SSx). Rialto and Colton brought their respective actions against a number of defendants, including the County and Emhart, seeking response costs and injunctive relief to, among other things, ensure that perchlorate and TCE in the Basin would be cleaned up.

M. In February 2010, the United States, on behalf of USEPA, filed an action in the District Court under CERCLA and the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, *et seq.*, known as *United States of America v. Goodrich Corporation et al.*, CV 10-8245 PSG (SSx), seeking, among other things, from a number of defendants, including Emhart but not the County, response costs and performance of the necessary response actions at the B.F. Goodrich Superfund Site (the “United States Action”). Emhart and other defendants sued by the United States then filed Third-Party Complaints and Cross-Claims against the County and others.

N. In June 2010, the District Court consolidated the United States Action with actions which had been re-filed by: Rialto, Case No. 09-07501 PSG (SSx) in October 2009; Colton, Case No. CV 09-01864 PSG (SSx) in October 2009; Emhart, Case No. 09-07508 PSG (SSx) in October 2009, the County, Case No. 09-06632 PSG (SSx) in September 2009, and two additional cases related to groundwater contamination in the Basin, also re-filed in late 2009, as *City of Colton v. American Promotional Events, Inc.-West, et al.*, Case No. 09-01864 (SSx) (the “Consolidated Actions”).

O. Between 2011 and 2014, the claims, which had been brought by and against the United States, the County, Rialto, Colton, Emhart, and most other parties in the Consolidated Actions, were resolved by settlements memorialized in the Work Consent Decree, the County Consent Decree entered in January 2012, the PSI Consent Decree entered in March 2013, the Goodrich/UTC Consent Decree entered in July 2013, and other settlements.

### **The Combined Remedies**

P. In June 2013, the USEPA approved Emhart’s proposal for a Combined Capture System. In May 2014, the USEPA approved the final design of the Combined Remedies including a Combined Treatment Plant.

Q. In accordance with Paragraphs 10 and 12 of the Work Consent Decree, this Agreement sets forth the Parties' respective rights and obligations regarding implementation of the Combined Remedies. The Parties have separately entered into additional agreements (e.g., the County/Rialto Implementation Agreement, the County/Colton/Rialto Standby Agreement, the County/Emhart Implementation Agreement, and the County Consent Decree) which address, among other things, certain rights and obligations among the parties to those agreements related to the Regional Board Remedy, the EPA Remedy, and/or the Combined Remedies.

Recitals A through Q, above, are not intended to and do not create any rights or obligations among the Parties to this Agreement.

## **AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

### **I. Definitions**

A. "1961 Decree" means the Decree entered on December 22, 1961, in *The Lytle Creek Water and Improvement Co. v. Fontana Ranchos Water Co. et al.*, San Bernardino County Superior Court Case No. 81264, as it may be modified.

B. "Basin" means the Rialto-Colton Groundwater Basin.

C. "Claims" means any third-party claim for losses, damages, actions or liability.

D. "Closure" means, for Emhart, EPA's determination that the Performance Standards set forth in the Work Consent Decree have been met so that Emhart has no further obligation to operate any portion of the Combined Remedies; and, for the County, the Regional Board's determination that the County has met its remedial obligations so that the County has no further obligation to operate any portion of the Combined Remedies.

E. "Colton Water Budget" means a document, detailing Colton's anticipated month-by-month minimum needs and maximum capacity to accept water generated by the Combined Remedies for the upcoming Water Year, subject to the Colton Water Rights, that Colton will provide annually to Rialto, the

County, and Emhart to assist the Parties in their development of the annual Water Management Plan for the Combined Remedies.

F. “Colton’s DDW Permit” means domestic water supply Permit No. 03-13-96P-001 issued to Colton by DDW on June 28, 1996, as it has been and may be amended in the future.

G. “Colton Water Rights” means Colton’s water rights in the Basin under the 1961 Decree.

H. “Combined Capture System” means the extraction wells and associated conveyance piping connected to the Combined Treatment Plant necessary for operation of the Combined Remedies. There are currently three existing extraction wells (Miro-2, Miro-3, and CR-3) and one planned extraction well (EW-1) that will be connected to the Combined Treatment Plant; the locations of these wells and associated piping are shown on Exhibit C (Conceptual Diagram of Combined Capture System). This definition includes any additional extraction wells and associated piping that may be added in the future, as necessary or appropriate to comply with the Work Consent Decree or Regional Board Order.

I. “Combined Remedies” means the Combined Capture System and the Combined Treatment Plant, but does not include groundwater monitoring wells.

J. “Combined Treatment Plant” or “CTP” means a system of groundwater treatment components, consisting of (1) the County treatment plant at CR-3, in place as of the Effective Date, constructed by the County to comply with the Regional Board Order; (2) the expansion of the County treatment plant constructed by Emhart, after the Effective Date, to comply with the Work Consent Decree (as described in detail in the final design approved by EPA on May 19, 2014); and (3) any future expansion of such treatment plant as necessary or appropriate to comply with the Work Consent Decree or the Regional Board Order.

K. “Combined Treatment Plant Lease Area” means the Combined Treatment Plant Lease Area as defined in Exhibit J hereto.

L. “County Consent Decree” means the Consent Order and Judgment entered by the United States District Court for the Central District of California on

January 31, 2012 in *City of Colton v. American Promotional Events, Inc-West et al.*, Case No. 09-1864 PSG (SSx) (Dkt. No. 1258).

M. “County/Emhart Implementation Agreement” means the separate Implementation Agreement entered into between the County and Emhart in accordance with Paragraph 12 of the Work Consent Decree concurrently with this Agreement.

N. “County/Rialto Implementation Agreement” means the agreement titled “Water Replacement Order Implementation Agreement and Water Rights Lease,” entered by Rialto, the Rialto Utility Authority, and the County, effective April 1, 2005.

O. “CR-3” means City of Rialto well No. 3.

P. “DDW” means the California State Water Resources Control Board Division of Drinking Water, formerly, the California Department of Public Health Division of Drinking Water.

Q. “Effective Date” means the date the last Party executes this Agreement.

R. “EPA” or “USEPA” means the United States Environmental Protection Agency.

S. “EPA Remedy” means the system of extraction wells, conveyance pipelines, and the expansion of the County’s groundwater treatment plant to be constructed by Emhart required by the Work Consent Decree.

T. “Regional Board Order” means Cleanup and Abatement Order No. R8-2003-0013, adopted by the Regional Water Quality Control Board, Santa Ana Region (“Regional Board”), on January 17, 2003, as amended by Order No. R8-2004-0072, adopted by the Regional Board, on September 17, 2004, and as Order No. R8-2003-0013 may be amended in the future.

U. “Regional Board Remedy” means the system of extraction wells, conveyance pipelines, and groundwater treatment plant operated by the County in compliance with the Regional Board Order.



V. “Replacement Water” means potable water acquired from a water purveyor other than Rialto holding a DDW domestic water supply permit and delivered to Rialto, or the acquisition of additional water rights in the Basin, by the County for use by Rialto.

W. “Rialto Water Budget” means a document, detailing Rialto’s anticipated month-by-month minimum needs and maximum capacity to accept water generated by the Combined Remedies for the upcoming Water Year, subject to the Rialto Water Rights, that Rialto will provide annually to Colton, the County, and Emhart to assist the Parties in their development of the annual Water Management Plan for the Combined Remedies.

X. “Rialto Water Rights” means certain water rights in the Basin that Rialto has leased to the County as set forth in the County/Rialto Implementation Agreement.

Y. “Rialto’s DDW Permit” means domestic water supply Permit No. 71-009 issued to Rialto by DDW on January 8, 1971, as amended by Permit Amendment No. 05-13-06PA-005 issued on May 8, 2006, Permit Amendment No. 05-13-09PA-042 issued on January 4, 2010, and as permit No. 71-009 may be amended in the future.

Z. “SOW” means the Statement of Work attached as Appendix F to the Work Consent Decree.

AA. “Summer Months” means May through September, inclusive.

BB. “Water Year” means October 1 through the following September 30.

CC. “Winter Months” means October through the following April, inclusive.

DD. “Work” means all activities and obligations Emhart is required to perform under the Work Consent Decree, except the activities required under Section XXIII (Retention of Records) of the Work Consent Decree.

EE. “Work Consent Decree” means the Consent Decree entered by the United States District Court for the Central District of California on July 2, 2013 in *City of Colton v. American Promotional Events, Inc-West et al.*, Case No. 09-1864 PSG (SSx) (Dkt. No. 1820) as it may be amended in the future.

## **II. The Remedial Objectives of the Combined Remedies**

A. Emhart is responsible for meeting the remedial action objectives set forth in the Work Consent Decree.

B. The County is responsible for complying with the Regional Board Order, including meeting the remedial action objectives developed pursuant thereto.

C. If, in the future, in connection with their respective responsibilities to meet the remedial action objectives the Regional Board Order or the Work Consent Decree, the County or Emhart needs to modify or expand the Combined Remedies, associated conveyance pipelines, monitoring wells, or any part thereof, the Parties shall meet and confer in good faith to discuss any such necessary expansion or modification in accordance with their obligations under the Work Consent Decree, the County Consent Decree and the County/Rialto Implementation Agreement. Nothing in this Paragraph limits or expands the rights and obligations of the Parties under such agreements.

## **III. The Design, Permitting, Installation, and Construction of the Work**

### **A. Emhart's Responsibilities**

1. Emhart shall ensure that knowledgeable representatives are available, as reasonably necessary, to consult with Rialto, Colton, and the County during the design, permitting, installation, and construction phases of the Work.

2. Subject to the terms of the Work Consent Decree, Emhart is responsible for the cost of the design, permitting, installation, and/or construction of:

- a. the new extraction well(s) necessary to perform the Work;
- b. the expansion of the County's groundwater treatment plant at CR-3 necessary to perform the Work;
- c. the additional piping and infrastructure necessary to:
  - i. connect the new extraction well(s) to the Combined Treatment Plant;

ii. connect the Combined Treatment Plant to the existing Rialto municipal water supply system;

iii. deliver water to the Colton municipal water supply system pursuant to Emhart's lease of Colton Water Rights either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties in writing; and

iv. deliver water to a water purveyor (other than Colton) which is to receive water pursuant to a lease of water rights to Emhart, either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties;

d. obtaining modification of Colton and Rialto's DDW Permits as necessary for operation of the Combined Remedies to satisfy Emhart's obligations under the Work Consent Decree; and

e. any expansion or modification of the Combined Remedies required to satisfy Emhart's obligations under the Work Consent Decree.

3. During the design, permitting, installation, construction, startup and shakedown phases of the Work, and prior to obtaining modification of Colton and Rialto's DDW Permits as necessary for operation of the Combined Remedies, Emhart shall not interfere with the County's ability to operate the Regional Board Remedy in a manner consistent with and without degradation to the County's obligations under the Regional Board Order and the County/Rialto Implementation Agreement.

4. During the design, permitting, installation, and construction phases of the Work within the jurisdiction of Rialto or Colton, Emhart shall comply with the applicable permitting and approval processes required by the Rialto or Colton municipal codes, as applicable, as set forth in Paragraphs VII. A and B, below.

## **B. Colton's Responsibilities**

1. During the design, permitting, installation, and construction phases of the Work, Colton shall (a) ensure that knowledgeable representatives

are available, as reasonably necessary, to work with Emhart, Rialto, and the County; and (b) provide Emhart access as set forth in Paragraph VII.A, below.

**C. Rialto’s Responsibilities**

1. During the design, permitting, installation, and construction phases of the Work, Rialto shall ensure that knowledgeable representatives are available, as reasonably necessary, to work with Colton and the County.

2. During the design, permitting, installation, and construction phases of the Work, Rialto shall ensure that knowledgeable representatives are available, as reasonably necessary, to work with Emhart, provided that Emhart reimburses Rialto for:

a. the cost of time incurred by Rialto’s consultant Peter Fox (or Rialto’s designated alternate consultant, West Yost Associates) reasonably required to provide information, evaluate information provided, or attend meetings, as needed, during the design, permitting and construction phases of the Work, except for the first 10 hours of the consultant’s time, on a “time and materials” basis (the procedure for reimbursement of these costs is set forth in Exhibit A); and

b. any other Rialto personnel or consultant costs, including, but not limited to, costs to conduct any required plan checks, engineering checks, and/or reviews associated with permits issued by Rialto which are necessary during the design, permitting, and construction phases of the Work, up to a total amount not to exceed \$20,000, which, as of the Effective Date, Emhart has paid to Rialto.

3. During the design, permitting, installation and construction phase of the Work, Rialto shall provide Emhart access as set forth in Paragraph VII.B, below.

**D. County Responsibilities**

During the design, permitting, installation, and construction phases of the Work, the County shall: (a) not unreasonably deny the availability of knowledgeable representatives to work with Rialto, Colton, and Emhart; and (b) provide Emhart with access to the County’s groundwater treatment plant at CR-3 as necessary to expand the treatment plant consistent with the

County/Emhart Implementation Agreement. Upon the effective date of the lease attached hereto as Exhibit J, Rialto consents to the County's grant of such access to Emhart in accordance with Paragraph 10.a.v of the County/Rialto Implementation Agreement and Paragraph 36 of Exhibit K thereto.

#### **IV. Operation and Maintenance of the Combined Remedies**

##### **A. Commencement of Rights and Obligations in Paragraph IV**

1. The Parties' rights and obligations in this Paragraph IV shall be effective upon approval by DDW of the amendment of Colton and Rialto's DDW Permits necessary to allow water generated by the Combined Remedies to be delivered to Rialto and Colton customers.

2. Prior to issuance of the amendment of Rialto's DDW Permit to operate the Combined Remedies, Emhart is required by DDW to demonstrate effective operation of the new treatment components of the Combined Treatment Plant. Emhart shall be responsible for all costs of energy used by Emhart as a result of that demonstration. Following completion of the demonstration period, Emhart, the County and Rialto shall meet and confer to determine the costs of energy, for which Emhart and the County shall reimburse Rialto consistent with the cost allocation methodology set forth in Paragraphs IV.F.2.d.ii and iii.

##### **B. Party Coordination During the Operation and Maintenance of the Combined Remedies**

Emhart, the County, Rialto, and Colton shall not unreasonably deny the availability of knowledgeable representatives to consult with each other during the operation and maintenance of the Combined Remedies.

##### **C. Operation and Maintenance of the Combined Treatment Plant**

1. Rialto, as the operator of the Combined Treatment Plant and permittee under Rialto's DDW Permit, shall, in its sole discretion, operate and maintain the Combined Treatment Plant.

2. Rialto shall employ or contract with a qualified person or persons who is/are authorized by law to operate the Combined Treatment Plant.

3. The Anticipated Combined Remedies Operation and Maintenance Activities are set forth in Exhibit B, hereto.

4. As set forth in Paragraph IV.F, below, Emhart and the County shall pay to Rialto the cost to operate and maintain the Combined Treatment Plant.

**D. Operation, Maintenance, and Management of the Combined Capture System**

1. Rialto shall, in its sole discretion, operate and maintain the Combined Capture System, except that Emhart and the County shall determine the pump rates for each extraction well necessary to achieve the remedial objectives of the Combined Remedies.

2. As set forth in Paragraph IV.F, below, Emhart and the County shall pay to Rialto the cost to operate and maintain the Combined Capture System.

3. Unless otherwise agreed to in writing between Rialto, the County and Emhart (at the sole discretion of each), Rialto shall be responsible for collecting and analyzing all groundwater samples as required under Rialto's DDW Permit; provided, however, as of the Effective Date (and until otherwise agreed in writing by Rialto and the County), the County shall be responsible for collecting and analyzing groundwater samples from County-installed monitoring wells, as required by Rialto's DDW Permit, and providing that data to Rialto.

4. As between Rialto and the County, this Paragraph IV and Exhibits B (Anticipated Combined Remedies Operation and Maintenance Activities) and H (Annual Allocation of CR-3/CTP Energy Costs and Reconciliation of Combined Remedies Energy Costs) supersede and supplant Paragraphs 4, 5.a.i and 5.b and Exhibit I of the County/Rialto Implementation Agreement.

**E. Transport and Distribution of Water**

1. The treated water generated by the Combined Remedies shall be delivered to the Rialto municipal water supply system. Rialto shall transport water through its existing municipal water supply system: (a) for distribution to Rialto's customers pursuant to County's lease of Rialto Water Rights; (b) to Colton's municipal water supply system pursuant to Emhart and the County's

leases of Colton Water Rights (to the extent the piping and infrastructure for such transport exist or are constructed by Emhart pursuant to Paragraph IV.E.2); and (c), if necessary, to a water purveyor other than Colton, if the piping and infrastructure exists for such transport and if such water purveyor agrees to accept such water at no increased cost to Rialto. Nothing in this Paragraph precludes the Parties from arranging, by written agreement, for the transportation of water to Colton or any other water purveyor by other means, in accordance with the requirements in Paragraph V.B.1.a.

2. To the extent that Rialto's existing piping and infrastructure are insufficient to allow transport of the volume of water necessary to meet Emhart's remedial obligations under the Work Consent Decree to the Colton municipal water supply system, or, if necessary, the municipal water supply system of a water purveyor other than Colton, and the Parties do not otherwise arrange for delivery of water to Colton or another water purveyor by other means, Emhart shall install reasonably necessary additional piping and infrastructure to allow such transport (between Rialto and Colton or between Rialto and another water purveyor, at locations within the jurisdictional boundaries of Rialto approved by Rialto in its sole discretion).

3. Nothing in this Agreement alters, limits, or otherwise affects Rialto's authority to properly and safely operate and maintain, in its sole discretion, the Rialto municipal water supply system. Nothing in this Agreement, including the preceding sentence, alters, limits, or otherwise affects Rialto's obligation to deliver water as set forth in the Work Consent Decree.

#### **4. Water Quality Requirements**

a. Rialto Resolution No. 5248 (June, 21, 2005), attached as Exhibit E, requires Rialto groundwater production wells to be shut down and prohibits water from entering Rialto's municipal water supply system when standard water testing techniques show any detectable levels of perchlorate in such water.

b. Treated water generated by the Combined Remedies: (i) shall meet all federal and state statutory and regulatory requirements governing municipal drinking water; (ii) shall be non-detect for perchlorate under the California state detection limit for purposes of reporting ("DLR") set forth in Title 17 of the California Code of Regulations, Section 64432(d), Table 64432-A,

which is currently 0.004 mg/L; and (iii) shall not be blended with any water in which perchlorate was detected in a test using the DLR.

c. The Parties recognize that the DLR for perchlorate may change. If such a change occurs and the treated water from the Combined Remedies is unable to satisfy the requirements of Paragraph IV.E.4.b.ii, above, the Parties shall meet and confer in good faith to discuss whether any potential modification to the Combined Treatment Plant is feasible in order to meet the requirements in Paragraph IV.E.4.b.ii, above and, if not, whether any potential modification to Paragraph IV.E.4.b.ii, above, is appropriate. Nothing in this Paragraph IV.E.4.c affects Paragraph IV.E.4.f., below.

d. If the Parties are unable to reach an agreement on any dispute arising under Paragraph IV.E.4.c, above, that dispute shall be resolved in accordance with the dispute resolution provisions set forth in Paragraph 10.2 of the County Consent Decree. While Emhart is not a party to the County Consent Decree, it hereby agrees, with regard to disputes arising under Paragraph IV.E.4.c, above, to be bound by the dispute resolution process set forth in Paragraph 10.2 of the County Consent Decree.

e. Notwithstanding the requirements of Paragraph IV.E.4.b.ii, or the outcomes of the processes described in Paragraphs IV.E.4.c or d, above, the water generated by the Combined Remedies shall be treated to obtain a water quality consistent with (but not greater than) the level of the water quality obtained by other treatment systems used by Rialto to treat water produced from its other groundwater production wells impacted by perchlorate.

f. Nothing in this Paragraph IV.E.4 modifies the rights of the County, Rialto, or Colton in Paragraphs 4.2 and 10.2 of the County Consent Decree.

## **F. Cost of Operating and Maintaining the Combined Remedies**

### **1. Governing Principles**

a. As provided for in Paragraphs IV.C.1 and IV.D.1, above, Rialto shall operate and maintain the Combined Remedies as described in Exhibit B, hereto, subject to Emhart's and the County's responsibility for the actual costs of such operation and maintenance as set forth in this Paragraph IV.F.



Exhibit B describes the anticipated activities for operation and maintenance of the Combined Remedies and is for illustration and budgeting purposes only and does not create any legal rights, obligations, responsibilities or duties, contractual or otherwise, among the Parties or any third party.

b. Emhart is responsible, as set forth in the Work Consent Decree, for the costs to operate and maintain the Combined Remedies to meet the remedial action objectives described in Paragraph 3.1 of the SOW.

c. The County is responsible, as set forth in the Regional Board Order, for the costs to operate and maintain the Combined Remedies to meet the remedial action objectives set forth in the Regional Board Order.

d. The County and Emhart have agreed to allocate the costs of operation and maintenance of the Combined Remedies as set forth in the County/Emhart Implementation Agreement. Nothing in the County/Emhart Implementation Agreement supersedes, abrogates or modifies Emhart's or the County's responsibility for the costs to operate and maintain the Combined Remedies as set forth herein.

## 2. **Billing and Payment of Operation and Maintenance Costs**

a. **Administrative Costs:** Following the submission of an invoice by Rialto, Emhart and the County shall pay Rialto for its annual administrative staff costs on the first business day following October 1 of each year, or within sixty days of receipt of the invoice from Rialto, whichever occurs later. This payment is to compensate Rialto for its annual administrative staff costs incurred in implementing this Agreement.

i. For the first five years of operation of the Combined Remedies, the amount of the administrative cost shall be \$25,000.

ii. The administrative cost shall be adjusted annually by the percentage change, if any, in the fully burdened rate for Rialto's Director of Public Works/City Engineer.

iii. After the first five years of operation of the Combined Remedies, and every five years thereafter, the County, Emhart, and Rialto shall meet and confer in good faith to determine whether the administrative cost shall be modified to more accurately reflect actual annual

administrative staff costs incurred by Rialto in implementing this Agreement. If the County, Emhart, and Rialto are unable to agree, the payment for Rialto's administrative staff costs set forth in Paragraphs IV.f.2.a.i. and ii shall not change.

iv. Upon termination of participation in the Combined Remedies by either the County or Emhart pursuant to Paragraph XIII. A., the non-terminating Party and Rialto shall meet and confer to determine an appropriate administrative cost to accurately reflect Rialto's administrative staff costs to implement this Agreement thereafter. If Rialto and the non-terminating Party are unable to agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

b. **Operation and Maintenance Costs:** Emhart and the County shall pay Rialto the cost to operate and maintain the Combined Remedies, as follows:

i. By August 1 of each year, Rialto (or its third party contractor) shall prepare and submit to Emhart and the County a budget for the work necessary to operate and maintain the Combined Remedies in a cost-effective manner ("Annual O&M Budget"). The form to be used for the Annual O&M Budget is attached hereto as Exhibit F.

ii. If no changes are proposed, the Annual O&M Budget for the prior year shall continue in effect for the coming year.

iii. Within 10 business days of Emhart's and the County's receipt of the Annual O&M Budget from Rialto, the County and Emhart shall submit their joint comments on the Annual O&M Budget in good faith, which Rialto shall review and consider in good faith. Within 10 business days of submission of the joint comments, Emhart, the County, and Rialto shall, if necessary, meet and confer to discuss those comments. Any disputes regarding the appropriateness of the Annual O&M Budget shall be raised within 10 business days of that meeting and shall be subject to the Dispute Resolution provisions of Paragraph XII.

iv. Upon resolution of the Annual O&M Budget, Rialto shall send a single invoice to both Emhart and the County for 50% of the total budgeted amount set forth therein. Within 60 days of receipt of Rialto's invoice, Emhart and the County shall pay Rialto that invoiced amount. On or after

February 1 of the following year, Rialto shall invoice Emhart and the County for the balance of the total budgeted amount set forth in the Annual O&M Budget. Within 60 days of Rialto's invoice, Emhart and the County shall pay Rialto that invoiced amount. Rialto shall deposit and maintain the monies paid in these installments in a separate restricted fund that is committed to be used only for the purpose of paying for items set forth in the Annual O&M Budget.

v. Rialto shall timely pay invoices for the costs of operation and maintenance of the Combined Remedies.

vi. For purposes of tracking the monthly costs incurred pursuant to the Annual O&M Budget, Rialto shall submit to the County and Emhart, on or before the fifth day of each month, copies of invoices for the costs of work paid in the preceding month in accordance with the Annual O&M Budget, along with any supporting documentation reasonably requested by Emhart and/or the County.

vii. On or before October 1 of each year, Rialto, the County, and Emhart shall meet and confer to reconcile any variance between actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto and the Annual O&M Budget and corresponding payments made by Emhart and the County for the preceding year.

1. If, pursuant to Paragraph IV.F.2.b.vii, Rialto, the County, and Emhart agree that the actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto were *greater* than the Annual O&M Budget and corresponding payments made by Emhart and the County, Emhart and the County shall, within 45 days of such determination, make an additional payment equal to the amount by which the actual costs incurred and paid by Rialto exceeded the Annual O&M Budget.

2. If, pursuant to Paragraph IV.F.2.b.vii, Rialto, the County, and Emhart agree that the actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto were *less* than the Annual O&M Budget and corresponding payments made by Emhart and the County, Emhart and the County shall reduce the next installment payment due under Paragraph IV.F.2.b.iv by an amount equal to the amount by which the actual costs incurred and paid by Rialto were less than the Annual O&M Budget.

3. To the extent Rialto, the County, and Emhart are unable to agree as provided for in Paragraph IV.F.2.b.vii.1 and 2, above, any undisputed amount shall be paid as provided above, and the disputed amount shall be resolved pursuant to Paragraph XII, below. If, upon resolution of the dispute, a payment is due to Rialto, the County and Emhart shall pay Rialto the amount due within 45 days. If, upon resolution of the dispute, a credit is due to the County and Emhart, that credit shall be applied against the next installment payment due under Paragraph IV.F.2.b.iv.

c. **Vendor Costs:** Operation and maintenance of the Combined Remedies will require, from time to time, materials, services, and equipment repair or replacement provided by third-party vendors (“Vendor Services”). Rialto, or its third party contractor, as operator of the Combined Remedies, shall have authority to approve or reject any contracted Vendor Services in its sole discretion. Prior to DDW’s issuance of the amendments to Rialto and Colton’s DDW Permits necessary for operation of the Combined Remedies and Rialto’s commencement of such operation, the County and Emhart shall contract (either together or separately) with Rialto, Rialto’s third party contractor, or another third-party contractor to obtain, pay for, and bill the County and Emhart directly for such Vendor Services.

d. **Energy Costs:** The Parties shall allocate the energy costs to operate the Combined Remedies as set forth in this Paragraph IV.F.2.d, as follows:

i. **Combined Capture System Lifting Costs**

1. Colton shall reimburse Emhart for the lifting cost of each acre foot of water delivered to Colton (pursuant to Emhart’s lease of Colton Water Rights under Paragraph V.B) at the rate of the electrical costs that Colton would otherwise incur to lift an acre foot of water when operating its extraction wells in the Basin (“Colton’s Baseline Lifting Cost”). The procedure for determining Colton’s Baseline Lifting Cost is set forth in Exhibit G.

2. Colton shall reimburse the County for the lifting cost of each acre foot of water delivered to Colton (pursuant to the County’s lease of Colton Water Rights under Paragraph V.A) at the rate of Colton’s Baseline Lifting Cost.

3. Because Rialto pays the energy costs metered at CR-3, the County shall reimburse Rialto for all costs to lift water pumped at CR-3 and delivered to Colton for compliance with the Regional Board Order.

4. Because Rialto pays the energy costs metered at CR-3, Emhart shall reimburse Rialto for all costs to lift water pumped at CR-3 and delivered to Colton for compliance with the Work Consent Decree.

5. Emhart shall reimburse the County for the cost of lifting water pumped at Miro-2 and/or Miro-3 and delivered to Colton for compliance with the Work Consent Decree, if any, equal to the actual lifting costs for such water.

6. The County shall reimburse Rialto for the net incremental cost of lifting water pumped at CR-3 for compliance with the Regional Board Order and delivered to Rialto, which is intended to represent the additional cost of lifting groundwater at CR-3 for compliance with the Regional Board Order during Southern California Edison's peak demand period when Rialto would not normally operate, as partially offset by the reduced electrical costs that are related to pumping groundwater from CR-3 to an open reservoir rather than to Rialto's pressurized pipeline.

7. Rialto shall reimburse the County for the cost of lifting water that Rialto receives for its use from wells for which the County initially pays the lifting costs (i.e., Miro-2 and Miro-3) pursuant to the County's lease of Rialto Water Rights equal to (a) the cost Rialto would otherwise incur to lift such water at CR-3 absent the Combined Remedies, or (b) the actual costs to the County, whichever is less.

ii. **Combined Treatment Plant Energy Costs:**

Because Rialto initially pays the energy costs metered at CR-3, which include both energy used to operate the Combined Treatment Plant components and energy used to pump groundwater at CR-3, the County and Emhart shall reimburse Rialto for all energy costs to operate the Combined Treatment Plant.

iii. **Procedures for Reimbursement of Energy Costs**

1. Exhibit H sets forth the procedures for reimbursement of the energy costs identified in Paragraphs IV.F.2.d.i. and ii, above.

2. The energy cost allocations in this Paragraph VI.F.2.d and Exhibit H are not intended to affect or impair the ability of the County and Emhart to agree on a different allocation between themselves.

e. **Dispute Resolution Regarding Costs of Operation and Maintenance of the Combined Remedies:** If the County and/or Emhart believe that any cost of operation and/or maintenance of the Combined Remedies as provided in this Paragraph IV.F incurred by Rialto is unnecessary, the County, Emhart, and Rialto shall meet and confer in good faith to resolve the dispute. If the Parties are unable to agree, Emhart and the County shall nevertheless pay the disputed amount, subject to any reimbursement or credit from Rialto upon a determination, pursuant to the Dispute Resolution provisions in Paragraph XII, that such work was unnecessary.

**V. The Lease of Colton and Rialto Water Rights Necessary for the Combined Remedies**

**A. Rialto and Colton Water Rights Leased to the County**

1. Rialto has leased its water rights in the Basin to the County to the extent set forth in the County/Rialto Implementation Agreement.

2. Colton has leased 200 acre-feet (AF) per Water Year of its water rights in the Basin to the County as set forth in the County/Colton/Rialto Standby Agreement.

3. To the extent Emhart does not use all Colton Water Rights leased to Emhart as described below, in a given Water Year, the County may, in that Water Year, utilize such rights on the same terms that Colton leases those rights to Emhart as set forth in this Paragraph V so long as an equivalent volume of water is delivered to Colton in that Water Year consistent with the WMP.

**B. Colton Water Rights Leased to Emhart**

1. Colton hereby leases to Emhart its water rights in the Basin necessary to perform the Work to the maximum extent Colton has such rights

under the 1961 Decree, less the 200 AF leased to the County in the County/Colton/Rialto Standby Agreement, as follows:

a. In each Water Year, Colton shall receive an amount of potable water, either from the Rialto municipal water supply system or by some other means agreed to by the Parties in writing, equal to the amount of water rights utilized by Emhart in that Water Year as provided in this Paragraph V.

b. Colton shall, at Emhart's request, take all reasonable actions to manage its municipal water supply system, including, if necessary, curtailing production at other Colton-owned water production wells in the Basin, to ensure that its water rights leased to Emhart as provided in this Paragraph V can be utilized for the Work.

c. To the extent that the County does not use all of the 200 AF of Colton Water Rights leased to the County in a given Water Year, Emhart may utilize the remainder to pump and treat water for compliance with the Work Consent Decree so long as an equivalent volume of water is delivered to Colton in that Water Year consistent with the WMP.

**C. General Terms Related to County and Emhart Leases of Colton Water Rights**

1. In any given Water Year, Emhart and the County may deliver water to Colton, pursuant to their respective water rights leases on a schedule designed to maximize the efficiency and minimize the cost of the operation of the Combined Remedies subject to Colton's seasonal water demands and the WMP in accordance with Paragraph VI.

2. In any given Water Year, to the extent that Emhart and the County do not utilize all of Colton's available water rights in the Basin pursuant to their respective water rights leases and this Agreement, Colton shall have the right to use or sell any of its remaining water rights in the Basin as it sees fit.

3. If Emhart terminates its participation in this Agreement pursuant to Paragraph XIII and the County continues to operate the Combined Remedies, or any portion thereof, the County shall, at its option, succeed to Emhart's lease of Colton water rights.

## **VI. Management and Distribution of Treated Water**

### **A. Recitals**

1. This Paragraph VI.A provides background to guide the Parties' in their development of an ongoing water management plan that balances the extraction requirements of the Combined Remedies, the Rialto and Colton Water Rights, and the water supply needs of Colton and Rialto ("Water Management Plan" or "WMP").

2. The County believes that delivery of water leased by the County and Emhart from Rialto and Colton on a coordinated schedule may reduce the need for the County to provide Replacement Water to Rialto as provided in the County/Rialto Implementation Agreement while meeting Rialto's water demands as set forth in the Rialto Water Budget.

3. The County desires to minimize the use of Rialto Water Rights in the low demand Winter Months by prioritizing distribution of the Combined Treatment Plant output to Colton during the Winter Months, thereby maximizing the availability of Rialto Water Rights in the Summer Months.

4. Emhart, Colton, and Rialto support including the County's desired prioritized distribution of water in the WMP, as set forth in this Paragraph VI. A and subject to the provisions in this Paragraph VI.

5. Nothing in this Paragraph VI. A. creates any rights or obligations among the Parties.

### **B. The Water Management Plan**

The Water Management Plan (WMP) is the Microsoft Excel file contained in the compact disc (CD) attached as Exhibit I. To assist and guide the Parties in their annual preparation of the WMP, Exhibit I also includes a paper copy of a WMP with sample inputs and a paper copy of the WMP displaying the spreadsheet formulas used in the file.

#### **1. Information Exchange**

a. On or about April 15 of each year, Colton, Rialto, the County, and Emhart shall meet and confer to develop the WMP for the upcoming



Water Year. At least one week prior to this meeting, the Parties shall exchange the following information for input into the WMP (Exhibit I) as follows:

i. Step 1: the County and Emhart shall provide the Parties with their planned month-by-month water output from the Combined Remedies (i) by well and (ii) allocated between the volume of water required to achieve the remedial obligations of Emhart and the County, respectively, as provided in the County/Emhart Implementation Agreement.

ii. Step 2: Colton shall provide the Parties with the Colton Water Rights that Colton anticipates will be available. Rialto shall provide the Parties with the Rialto Water Rights that Rialto anticipates will be available.

iii. Step 3: Colton shall provide the Parties with its anticipated month-by-month minimum needs for water generated by the Combined Remedies during the Summer Months and maximum ability to accept water from the Combined Remedies during the Winter Months (“Colton Water Budget”) as follows:

1. In determining its minimum needs for water generated by the Combined Remedies during the Summer Months, Colton shall consider the availability and cost of utilizing its out-of-Basin resources during the Summer Months. To the extent such utilization does not, in a material way, increase costs or administrative burdens, or otherwise restrict Colton’s ability to manage its water resources, Colton will endeavor to utilize those resources during the Summer Months.

2. If Colton determines that its use of out-of-Basin resources would result in such material costs, burdens, or restrictions, Colton and the County shall meet and confer, if the County so requests, to provide the County with the opportunity to compensate Colton for such costs, burdens, and/or restrictions in exchange for Colton’s use of those resources to facilitate the County’s desired water distribution schedule. If the County elects not to so compensate Colton, Colton shall have no obligation to use its out-of-Basin resources pursuant to this Paragraph.

iv. Step 4: Rialto shall provide the Parties with the (1) the monthly maximum volume of water deliverable to the Rialto municipal water supply system from the Combined Remedies; and (2) the maximum

monthly operational flow rate for delivery of water to Colton through the Rialto municipal water supply system unless the Parties agree in writing for delivery of water to Colton by some other means. If the Parties agree in writing for delivery of water to Colton by some other means, the Parties shall provide the maximum monthly operational flow rate for delivery of water to Colton by those means.

v. Step 5: Rialto shall provide the Parties with its anticipated month-by-month minimum needs for water generated by the Combined Remedies, subject to the Rialto Water Rights that Rialto anticipates will be available (“Rialto Water Budget”).

b. During the period of demonstration required for amendment of Rialto’s DDW Permit necessary for operation of the Combined Remedies, the Parties shall meet and confer to discuss initiation of the WMP commencing with the issuance of such amendment.

## **2. Prioritization of Water Production and Distribution**

a. Step 6: Emhart and the County shall seek to prioritize production of water in the Summer Months over production in the Winter Months, and the Parties shall seek to prioritize distribution of that produced water to Colton during the Winter Months, to the extent that such prioritization:

i. does not exceed the total necessary annual output of the Combined Remedies for the Water Year as determined in Step 1 of the WMP;

ii. meets Colton’s minimum water needs as set forth in Step 3 of the WMP;

iii. does not exceed Colton’s maximum water needs during the Winter Months as set forth in Step 3 of the WMP;

iv. does not exceed the maximum operational flow rates set forth in Step 4 of the WMP;

v. meets Rialto’s minimum water needs during the Winter Months, as set forth in Step 5 of the WMP;

vi. does not require Emhart, Colton, or Rialto to incur additional material costs it would not otherwise incur;

vii. does not impair Emhart's ability to comply with the terms of the Work Consent Decree; and

viii. provides that Emhart has priority to deliver water associated with its pumping to Colton, up to the maximum operational flow rate for delivery of water to Colton as set forth in Step 4 of the WMP to the extent such operational flow rate exists as a result of infrastructure improvements funded by Emhart.

ix. provides that, in any month, to the extent that water pumped by Emhart does not meet Colton's minimum water needs as set forth in Step 3 of the WMP, the County shall preferentially utilize the Colton Water Rights it has leased from Colton and an equivalent amount of water shall be delivered to Colton, provided such a shift does not require the County to incur additional material costs it would not otherwise incur.

b. Step 7: The Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a.

c. If the Parties agree upon a prioritized production and distribution schedule for the WMP, that plan shall be memorialized in Table 1 of Exhibit I and water shall be produced and distributed as set forth therein, subject to any modifications made pursuant to the Parties' monthly review described in Paragraph VI.C.

### **3. Default Distribution and Production of Water**

a. If, after completing the process described in Paragraph VI.B.2, the Parties are unable to agree upon a prioritized distribution and production schedule for the WMP for the upcoming Water Year, the WMP shall default to the schedule provided in Table 2 of Exhibit I (Default Water Delivery Schedule), as follows:

i. During the Winter Months, Colton shall receive, in each month: (a) a volume of water equivalent to that pumped by Emhart to achieve its remedial obligations during that month as set forth in Step 1 of the WMP, subject to Colton's seasonal water needs; and (b) 28.6 AF (200 AF divided

by seven Winter Months) of Colton Water Rights leased to the County, as pumped to achieve the County's remedial obligations, subject to the limitations in Paragraph VI.B.3.b. To the extent that such 28.6 AF cannot be delivered in a Winter Month, the balance of such water shall be distributed to Colton in Summer Months, subject to the limitations in Paragraph VI.B.3.b;

ii. During the Winter Months, Rialto shall receive, in each month, a volume of water equivalent to that pumped by the County to achieve its remedial obligations during that month as set forth in Step 1 of the WMP, minus the amount delivered to Colton for the County as set forth in Paragraph VI.B.3.a.i;

iii. During the Summer Months, Colton shall receive, in each month, a volume of water equivalent to that pumped by Emhart to achieve its remedial obligations during that month as set forth in Step 1 of the WMP;

iv. During the Summer Months, Rialto shall receive, in each month, a volume of water equivalent to that pumped by the County to achieve its remedial obligations during that month; and

v. If Emhart does not use all of the Colton Water Rights in a Water Year, the County may pump and treat that unused water for delivery to Colton if needed for the County remedial obligations or negotiate with Colton regarding other use of such water.

b. Any default WMP shall:

i. not exceed the total necessary annual output of the Combined Remedies for the Water Year as determined in Step 1 of the WMP;

ii. meet Colton's minimum water needs as set forth in Step 3 of the WMP;

iii. not exceed Colton's maximum water needs during the Winter Months as set forth in the Colton Water Budget;

iv. not exceed the maximum operational flow rates set forth in Step 4 of the WMP;

v. meet Rialto's minimum water needs during the Winter Months, as set forth in the Rialto Water Budget; and

vi. provide that Emhart has priority to deliver water associated with its pumping to Colton, up to the maximum operational flow rate for delivery of water to Colton set forth in Step 4 of the WMP to the extent such operational flow rate exists as a result of infrastructure improvements funded by Emhart.

c. For Step 7 of the WMP, the Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.3.b.

d. If the Parties have not agreed upon a production and distribution schedule, the default production and distribution schedule for the WMP shall be memorialized in Table 2 of Exhibit I and water shall be produced and delivered according to that schedule for that Water Year until an alternative schedule is agreed upon by the Parties.

#### **4. Other Limitations Applicable to All WMPs**

a. The Combined Remedies shall not produce more water than is required to meet the County's and Emhart's respective remedial obligations, absent an agreement of the Parties to do so.

b. The amount of water delivered to Rialto for use by and distribution to Rialto customers from the Combined Remedy in each Winter Month shall not exceed the volume of water pumped for compliance with the Regional Board Order in that month.

#### **5. Effect of Rialto Water Budget on Replacement Water Obligations Under County/Rialto Implementation Agreement**

a. As between Rialto and County: If the Rialto Water Budget, subject to Rialto Water Rights, in a given Water Year will not be satisfied by treated water from the Combined Remedies on a per month basis, then the requirements and procedures relating to Replacement Water as set forth in the County/Rialto Implementation Agreement shall apply as between the County and Rialto to the extent those provisions require the County to provide Replacement Water to Rialto. In the event Rialto's Water Budget requires more than 100 AF

per month in the Winter Months, then the County will not have a Replacement Water obligation for the water Rialto receives pursuant to Rialto's Water Budget in excess of 100 AF per month in the Winter Months. In the event that Rialto receives 100 AF per month or less in a Winter Month consistent with the Rialto Water Budget, the County shall not have a Replacement Water obligation to Rialto associated with those water rights.

b. As between Rialto and the County: The annual planning meeting required pursuant to Paragraph VI.B.1.a of this Agreement shall occur in conjunction with the annual planning meeting required pursuant to Paragraph 2.a of the County/Rialto Implementation Agreement and that all references to "annual planning meeting" in the County/Rialto Implementation Agreement shall mean the annual planning meeting required pursuant to Paragraph VI.B.1.a. This Agreement hereby supersedes subparts (a), (b), and (c) of the first sentence of Paragraph 2.a, at page 9, of the County/Rialto Implementation Agreement.

### **C. Monthly Review of WMP**

1. On or about the fifth day of each month (other than the one in which the annual planning meeting occurs), the Parties shall meet and confer in good faith to review the WMP for the balance of the Water Year and determine whether any adjustments to the WMP are needed based on any changes in (a) anticipated output from the Combined Remedies; (b) the Rialto Water Budget; (c) the Colton Water Budget; (d) available Rialto Water Rights; or (e) available Colton Water Rights.

2. In the event that a change in the anticipated output of the Combined Remedies would result in the Combined Remedies not meeting Colton's minimum water needs, Emhart and the County shall provide Colton with at least four (4) months' notice prior to implementing such change in output.

3. If pursuant to Paragraph VI.C.1. the Parties determine that adjustments to the WMP, consistent with Paragraphs VI.B.2.a. (for prioritized delivery) or VI.B.3.a. (for default delivery), are necessary, the Parties shall modify the WMP for that Water Year accordingly.

4. If the Parties are unable to agree upon a requested modification to the WMP for that Water Year under this Paragraph VI.C, such dispute shall be resolved pursuant to the dispute resolution provisions of

Paragraph XII. Until any such dispute is resolved, water shall be delivered, to the extent feasible, pursuant to the most recently agreed upon WMP.

5. As between Rialto and the County, the monthly planning meeting required pursuant to Paragraph 2.c of the County/Rialto Implementation Agreement shall occur in conjunction with the monthly meeting required pursuant to Paragraph VI.C.1 of this Agreement. This Paragraph IV.C.5 does not otherwise modify Paragraph 2.c of the County/Rialto Implementation Agreement.

**D. Delivery and Acceptance of Treated Water**

1. The water generated by the Combined Remedies shall be delivered to the Rialto municipal water supply system in volumes and at times in accordance with the WMP. Rialto shall meter and record the volume of water extracted from the Combined Capture System in accordance with the WMP and report those metered totals to the Parties at the monthly meetings described in Paragraph VI.C.1.

2. If its municipal water supply system has sufficient capacity, Rialto shall accept the total output delivered from the Combined Remedies to the Rialto municipal water supply system in volumes and at times in accordance with the WMP.

3. Subject to Paragraph IV.E, Rialto shall deliver water from its municipal water supply system to the Colton municipal water supply system in volumes and at times in accordance with the WMP, provided that Rialto receives the necessary volume of water from the Combined Remedies as provided for in the WMP. Rialto shall meter and record the volume of water delivered to Colton and report those metered totals to the Parties at the monthly meetings described in Paragraph VI.C.1. Alternatively, the Parties may agree in writing for some other means of delivering some or all of such water to Colton.

4. Colton shall accept, in each Water Year, water delivered from the Rialto municipal water supply system to the Colton municipal water supply system, or by some other means agreed to by the Parties in writing, in volumes and at times in accordance with the WMP.

5. Rialto shall receive, in each Water Year, a volume of water from the Combined Remedies equivalent to the Rialto Water Rights utilized by the County for the Combined Remedies in accordance with the WMP. If, in any Water

Year, Rialto receives less water from the Combined Remedies than the Rialto Water Rights, the County shall notify Rialto that it may pump a volume of water equivalent to those remaining Rialto Water Rights from its other wells in the Basin.

6. Colton shall receive, in each Water Year, a volume of water from the Combined Remedies equivalent to the Colton Water Rights utilized by the County and Emhart for the Combined Remedies in accordance with the WMP. If, in any Water Year, Colton receives less water from the Combined Remedies than the Colton Water Rights, the County and Emhart shall notify Colton that it may pump a volume of water equivalent to those remaining Colton Water Rights from its other wells in the Basin.

7. Nothing in this Agreement supersedes, abrogates or modifies the County's obligation to provide Replacement Water to Rialto as provided in the County/Rialto Implementation Agreement, except as provided in Paragraph VI.B.5.

8. As between the County and Rialto, water delivered to Colton pursuant to this Agreement is not subject to Paragraph 3.c of the County/Rialto Implementation Agreement.

## **VII. Access to Colton and Rialto Property**

### **A. Emhart Access to Colton Property**

1. Colton shall provide Emhart with access to and use of Colton real property and/or public rights of way for construction (at Emhart's cost) of the piping and infrastructure necessary to provide for delivery of water to the Colton municipal water supply system as set forth in Paragraph VI. This access shall be provided in the form of a Right-of-Way Permit issued by Colton in accordance with Chapter 12.12 of the Colton Municipal Code.

2. As provided for in Paragraph 10. a. 1) of the Work Consent Decree, Colton shall provide Emhart access to the Colton real property and/or rights-of-way as described in Paragraph VII. A. 1. for no fee, cost, or charge of any kind that would otherwise be required by the Colton Municipal Code.



**B. Emhart Access to Rialto Property; Rialto Permitting, Review and Approvals**

1. Rialto shall provide Emhart with access to certain real property and public rights of way owned and/or controlled by Rialto to be used for the following:

a. Up to two groundwater extraction wells (EW-1 and EW-2) to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. This access shall be documented in an encroachment permit issued by Rialto in accordance with Chapter 11.04 of the Rialto Municipal Code and a lease agreement to be executed following the foregoing approval in the form attached hereto as Exhibit J.

b. Conveyance piping connecting the extraction well(s) to the Combined Treatment Plant, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment License Agreement in accordance with Chapter 11.05 of the City of Rialto Municipal Code. The conveyance piping connecting EW-1 to the Combined Treatment Plant shall be installed (i) prior to, or (ii) at the same time and in coordination with Rialto's project to widen Ayala Drive from Baseline Road to Renaissance Parkway.

c. Development and/or future modification of the Combined Treatment Plant, within the footprint depicted in Exhibit K, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. This access shall be documented in a lease agreement to be executed following the foregoing approval in the form attached hereto as Exhibit J.

d. Distribution piping and any necessary valves connecting the Combined Treatment Plant to Rialto's municipal water supply system, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in

accordance with Chapter 18.66 of the Rialto Municipal Code and “Precise Plan of Design” approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code. The location of the currently anticipated new pipeline needed to connect the Combined Treatment Plant to Rialto's municipal water supply system shall be consistent with the location/alignment of the piping depicted in the conceptual diagram included as Exhibit D.

e. If needed, distribution piping (including sampling station) and infrastructure necessary for the delivery of water to Colton’s municipal water supply system to be reviewed and approved pursuant to Rialto’s “Conditional Development Permit” in accordance with Chapter 18.66 of the Rialto Municipal Code and “Precise Plan of Design” approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

f. If needed, and as reasonably necessary, distribution piping and infrastructure necessary for the delivery of water to a water purveyor other than Colton, to be reviewed and approved pursuant to Rialto’s “Conditional Development Permit” in accordance with Chapter 18.66 of the Rialto Municipal Code and “Precise Plan of Design” approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

g. Up to seven monitoring wells, two piezometers required by DDW for EW-1, one piezometer required by DDW for CR-3, and additional piezometers as may be required by DDW upon installation of EW-2; installation of these wells and piezometers shall be reviewed and approved pursuant to encroachment permits issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

2. All wells, pipelines, and other facilities described above and within the jurisdictional boundaries of Rialto, shall: (a) be located, to the maximum extent feasible, in public rights of way; (b) be consistent with Rialto’s land use and development plans and entitlements for such properties; and (c) be in locations approved by Rialto in its sole discretion.

3. Costs of Access, Permitting, Review, and Approvals:

a. Because Emhart has paid Rialto \$20,000 as described in Paragraph III.C.2.b., Rialto shall not charge Emhart any additional fee or cost in providing the access, review, and approvals described in Paragraph VII.B.1.

b. Access for monitoring and sampling of wells and piezometers located on Rialto real property or rights of way shall be documented in an Encroachment License Agreement in accordance with Chapter 11.05 of the City of Rialto Municipal Code; provided that Rialto shall not charge Emhart any fee or cost associated with such agreement or sampling.

c. Nothing in this Agreement modifies Rialto's and Emhart's rights and obligations under the Work Consent Decree regarding access, permitting, review, and approvals necessary to perform the Work beyond that identified in Paragraph VII.B.1.

4. Emhart shall pay Rialto, within 60 days of the Effective Date, \$50,000 to (a) un-encumber the land within the Combined Treatment Plant Lease Area that is subject to Rialto's agreements with Lewis-Hillwood Rialto Company, LLC ("LHR"); and (b) satisfy all aesthetic requirements of Rialto and/or LHR (or any subsequent developer) for the Combined Treatment Plant Lease Area.

**C. County Access to Rialto Property**

1. Rialto shall provide the County access to certain Rialto property as set forth in the County/Rialto Implementation Agreement, the lease executed pursuant to that agreement, and any amendment to that lease.

2. The County shall pay Rialto, within 60 days of the Effective Date of the Agreement, \$50,000 to (a) un-encumber the land within the Combined Treatment Plant Lease Area that is subject to Rialto's agreements with LHR; and (b) satisfy all aesthetic requirements of Rialto and/or LHR (or any subsequent developer) for the Combined Treatment Plant Lease Area.

**VIII. Ownership of Combined Remedies Components**

**A.** Ownership of the components of the Regional Board Remedy by Rialto and the County is controlled by the County/Rialto Implementation Agreement.

**B.** Upon DDW issuance of the amendment to Rialto's DDW Permit required by this Agreement:

1. Rialto shall own (i) the conveyance pipelines connecting the Combined Treatment Plant to the Rialto municipal water supply system; and (ii) that portion of any conveyance pipeline and infrastructure, constructed by Emhart within the jurisdictional boundaries of Rialto, connecting the Rialto and Colton municipal water supply systems. By owning such components, Rialto does not assume any of Emhart's obligations under this Agreement for the costs to operate and maintain such components.

2. Colton shall own that portion of any conveyance pipeline and infrastructure, constructed by Emhart within the jurisdictional boundaries of Colton, connecting the Rialto and Colton municipal water supply systems. By owning such components, Colton does not assume any of Emhart's obligations under this Agreement for the costs to operate and maintain such components.

3. In the event the Parties agree in writing to deliver water to Colton by means other than a connection between the Rialto and Colton municipal water supply systems, that agreement shall control ownership of any pipelines, valves or other components constructed pursuant thereto.

4. All other components of the Combined Remedies installed and/or constructed by Emhart, including but not limited to extraction well EW-1, the conveyance pipeline from EW-1 to the Combined Treatment Plant, and the Combined Treatment Plant expansion components, shall be owned by Emhart.

## **IX. Indemnification**

### **A. Emhart's Indemnification Obligations**

1. Emhart shall indemnify, defend, and hold harmless Rialto, Colton, and the County, and their officials, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of Emhart and its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. Emhart shall indemnify, defend, and hold harmless Rialto and its officials, agents, employees, contractors, subcontractors, and representatives,

from any Claims against Rialto, based solely on Rialto's status as an owner of real property or its status as an operator of the Combined Treatment Plant or the Combined Capture System, arising out of the release of a hazardous substance caused by Emhart or its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement, after the Effective Date of this Agreement, brought under any federal or state environmental law.

3. Emhart shall indemnify, defend, and hold harmless Rialto, Colton, and the County from mechanics' liens and other liens levied against property owned by Rialto, Colton, or the County for any labor or material furnished to Emhart, its agents, or contractors in connection with Emhart's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Rialto, Colton, or the County, Emhart shall promptly obtain and record releases of any such liens.

4. Emhart shall indemnify, defend, and hold harmless the County, Colton, and Rialto, and their elected officials, employees, and agents, from any Claims arising out of the failure of Emhart, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, Rialto, and the County are not contractors or agents of Emhart.

## **B. The County's Indemnification Obligations**

1. The County shall indemnify, defend, and hold harmless Rialto, Colton, and Emhart, and their officials or officers, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of the County and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. The County shall indemnify, defend, and hold harmless Rialto, Colton, and Emhart from mechanics' liens and other liens levied against property owned by Rialto, Colton, or Emhart for any labor or material furnished to the County, its agents, or contractors in connection with the County's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Rialto, Colton, or Emhart, the County shall promptly obtain and record releases of any such liens.

3. The County shall indemnify, defend, and hold harmless Colton, Rialto, and Emhart, and their elected officials or officers, employees, and agents, from any Claims arising out of the failure of the County, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, Rialto, and Emhart are not contractors or agents of the County.

4. Paragraph 11 of the County/Rialto Implementation Agreement sets forth existing defense and indemnification obligations of the County to Rialto. Nothing in this Agreement supersedes, abrogates, or modifies those obligations as to activities covered therein.

### **C. Rialto's Indemnification Obligations**

1. Rialto shall indemnify, defend, and hold harmless Colton and Emhart and their officials or officers, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of Rialto and its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. Rialto shall indemnify, defend, and hold harmless the County, and its officials, agents, employees, contractors, subcontractors, and representatives, from any and all Claims arising out of any negligent or wrongful acts or omissions of Rialto and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement not covered by the defense and indemnity obligations in Paragraph 11 of the County/Rialto Implementation Agreement.

3. Rialto shall indemnify, defend, and hold harmless Colton, the County, and Emhart from mechanics' liens and other liens levied against property owned by Colton, the County, or Emhart for any labor or material furnished to Rialto, its agents, or contractors in connection with the Rialto's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Colton, the County, or Emhart, Rialto shall promptly obtain and record releases of any such liens.

4. Rialto shall indemnify, defend, and hold harmless Colton, the County, and Emhart and their elected officials or officers, employees, and agents,

from any Claims arising out of the failure of Rialto, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, the County, and Emhart are not contractors or agents of Rialto.

5. Paragraph 11 of the County/Rialto Implementation Agreement sets forth existing indemnification obligations of the County to Rialto. Nothing in this Agreement supersedes, abrogates, or modifies those obligations as to activities covered therein.

#### **D. Colton's Indemnification Obligations**

Colton shall indemnify, defend, and hold harmless Rialto, Emhart, and the County, and their officials, agents, employees, contractors, subcontractors, and representatives, from any and all Claims arising out of any negligent or wrongful acts or omissions of Colton and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

#### **E. Defense of Claims**

1. Any Party seeking to enforce any indemnification right or obligation under Paragraph IX (the "Indemnified Party") shall give prompt written notice of the Claim to the Party against which it seeks to enforce such rights (the "Indemnifying Party").

2. Upon receipt of such notice, the Indemnifying Party shall, within 30 days, provide written notice of its acceptance or rejection of the tendered defense. If the Indemnifying Party rejects the tendered defense, it shall provide a detailed explanation for the rejection. If the tendered defense is accepted, the Indemnifying Party shall defend the Claim.

3. The Indemnified Party shall be entitled, at its own expense, to participate in the defense of the Claim.

4. The Indemnifying Party shall obtain written approval from the Indemnified Party prior to entering into any settlement agreement regarding the Claim that imposes any obligation, duty, limitation or restriction of any kind on the Indemnified Party.

5. An Indemnified Party will not admit any liability or agree to settle or compromise any Claim without the written consent of the Indemnifying Party.

6. In the event an Indemnifying Party rejects or fails to act upon a tendered defense as provided for in Paragraph IX, the dispute shall be resolved pursuant to the Dispute Resolution provisions in Paragraph XII without any obligation to comply with any governmental tort claim procedure.

#### **F. Released Claims**

The indemnification rights and obligations of the Parties under Paragraph IX do not extend to any Claims released or the subject of a covenant not to sue in the Work Consent Decree or the County Consent Decree.

#### **X. Insurance Requirements**

##### **A. Emhart's Insurance Obligations**

Emhart shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:
  - a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of Emhart's termination of its participation in this Agreement;
  - b. with limits of \$5,000,000 in the aggregate;
  - c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);
  - d. under which the insurer waives any right to subrogation as to claims against each other Party; and
  - e. which applies on a primary and non-contributory basis.
2. Occurrence-based Automobile Liability insurance coverage:



- a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of Emhart's termination of its participation in this Agreement;
  - b. with a per occurrence combined single limit of \$2,000,000;
  - c. with each other Party included as an additional insured;
  - d. under which the insurer waives any right to subrogation as to claims against each other Party; and
  - e. which applies on a primary and non-contributory basis.
3. Worker's Compensation insurance: To be secured and maintained as required by all applicable laws and regulations.
4. Occurrence-Based Contractor's Pollution Liability insurance:
  - a. to be secured at least 15 days prior to the commencement, by Emhart, of construction, operation, and/or maintenance activities on any portion of the Combined Remedies, and maintained until the completion of such activities; and
  - b. with a per-occurrence combined single limit of \$1,000,000.
5. Professional Liability insurance. In the event Emhart or its agents uses professional engineering or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, Emhart or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of \$1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.
6. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the Emhart's termination of its participation in this Agreement;

b. covering equipment and facilities owned by Emhart (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

## **B. County's Insurance Obligations**

The County shall secure insurance coverage, to the extent comparable insurance not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement

b. with limits of \$5,000,000 in the aggregate;

c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

2. Occurrence-based Automobile Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement;

b. with a per occurrence combined single limit of \$2,000,000;

c. with each other Party included as an additional insured;

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

3. Worker's Compensation insurance:

To be secured and maintained as required by all applicable laws and regulations.

4. Occurrence-Based Contractor's Pollution Liability insurance:

a. to be secured, in the event that the County performs construction, operation, and/or maintenance activities on any portion of the Combined Remedies, at least 15 days prior to the commencement of such activities, and maintained until the completion of such activities; and

b. with a per-occurrence combined single limit of \$1,000,000.

5. Professional Liability insurance: In the event the County or its agents uses professional engineering or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, the County or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of \$1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

6. First-Party Property insurance:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement;

b. covering equipment and facilities owned by the County (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

### **C. Rialto's Insurance Obligations**

Rialto shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:
  - a. to be secured, at least 15 days prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System, and maintained until the first anniversary of Rialto's termination of its participation in this Agreement;
  - b. with limits of \$5,000,000 in the aggregate;
  - c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);
  - d. under which the insurer waives any right to subrogation as to claims against each other Party; and
  - e. which applies on a primary and non-contributory basis.
2. Occurrence-based Automobile Liability insurance coverage:
  - a. to be secured, prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System, and maintained until the first anniversary of Rialto's termination of its participation in this Agreement;
  - b. with a per occurrence combined single limit of \$2,000,000;
  - c. with each other Party included as an additional insured;
  - d. under which the insurer waives any right to subrogation as to claims against each other Party; and
  - e. which applies on a primary and non-contributory basis.
3. Worker's Compensation insurance: To be secured and maintained as required by all applicable laws and regulations.

4. Occurrence-Based Pollution Liability insurance:

a. to be secured, at least 15 days prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System and maintained until Rialto's termination of its participation in this Agreement; and

b. with a per-occurrence combined single limit of \$1,000,000.

5. Professional Liability insurance. In the event Rialto or its agents uses professional engineering, consulting or land surveyor services in connection with Rialto's operation and maintenance of the Combined Remedies, Rialto or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of \$1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

6. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the termination of this Agreement;

b. covering equipment and facilities owned by Rialto (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

**D. Colton's Insurance Obligations**

Colton shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Professional Liability insurance. In the event Colton or its agents uses professional engineering, or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, Colton or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of \$1,000,000 per

claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

2. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the termination of this Agreement;

b. covering equipment and facilities owned by Colton (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

**E. General Terms Applicable to Insurance as Required by this Agreement**

1. The insurance company or companies with which the Parties contract (either directly or, for governmental entities, indirectly through a joint powers authority) for insurance as required by this Paragraph X shall: (1) be legally authorized to engage in the business of furnishing insurance in the State of California; and (2) have a current A.M. Best Rating not less than "A-VIII" and "BBB" in Standard & Poor's.

2. In the event that a Party concludes the limits or terms of the coverage identified above are no longer adequate or the policies as described herein are no longer available under then-existing market conditions or, for government entities, no longer available through a joint powers insurance authority, that Party shall so notify the other Parties and the Parties shall meet and confer to discuss the need to adjust such insurance coverage requirements. In the event the Parties are unable to agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

3. Each Party may satisfy its obligations in Paragraph X by demonstrating that any contractor or subcontractor it engages to perform the activities for which it is responsible under this Agreement maintains the appropriate types and amounts of required insurance coverage for those activities including, if required above, additional insured certificates.

4. Upon request, each Party shall provide any other Party with certificates of insurance, or other documentation, necessary to evidence the existence and maintenance of the insurance coverage required in this Agreement. The responding Party shall include information regarding deductibles and self-insurance, if any. If a Party is satisfying an insurance coverage obligation in this Agreement using (1) a self-insured retention (“SIR”) of \$500,000 or greater or (2) a deductible of \$500,000 or greater, any other Party may request documentation that the insured Party has dedicated funds or another financial assurance that demonstrates the ability of such Party to pay such deductible or SIR. Unless agreed to in writing by the other Parties, which agreement shall not be unreasonably withheld, a Party may not satisfy an insurance coverage requirement of this Agreement solely through self-insurance without an excess insurance policy in place over the self-insurance. Disputes arising under this Paragraph shall be subject to the Dispute Resolution provisions of Paragraph XII.

## **XI. Record Retention**

**A.** Emhart shall reimburse Rialto for costs it incurs for record retention relating to the Work, and the copying or production of such records to EPA as may be required from time to time under the Work Consent Decree. To the extent it incurs such costs, Rialto shall annually submit an invoice for such costs to Emhart. Emhart shall pay such invoices within 30 days of receipt.

## **XII. Dispute Resolution**

**A.** Except as provided in Paragraph B, below, any dispute arising under this Agreement shall be resolved pursuant to Paragraph 86 of the Work Consent Decree, which provides:

86. Dispute Resolution By or Between Settling Work Defendant [Emhart], Rialto, Colton, and or the County of San Bernardino Regarding Implementation Agreements Entered Pursuant to Paragraphs 10 and 12.

a. Informal Dispute Resolution. Any dispute regarding the implementation agreements entered into by and between Rialto, Colton, the County of San Bernardino, and Settling Work Defendant as provided for in Paragraphs 10 and 12 initially shall be the subject

of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) Days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party send the other parties a written Notice of Dispute, a copy of which shall be provided to EPA, Rialto, Colton, the County of San Bernardino, the Settling Federal Agencies, and the Settling Work Defendant.

b. Resolution by this Court. If the parties are unable to resolve their dispute through informal dispute resolution, any party to the dispute may commence a proceeding in this action [the Consolidated Federal Actions] before this Court [the United States District Court for the Central District of California] by motion as provided for in the Local Rules of the Central District of California.

c. Standard for Dispute Resolution. This Court shall resolve any dispute brought before it under this Paragraph under California contract law.

**B.** As set forth in Paragraph IV.E.4.d, disputes regarding application of Rialto's water quality standards arising under Paragraph IV.E.4.c shall be resolved pursuant to the dispute resolution provisions set forth in Paragraph 10.2 of the County Consent Decree.

### **XIII. Termination**

#### **A. Duration of the Agreement**

1. This Agreement will continue in effect until both the County and Emhart have terminated their participation in this Agreement under this Paragraph XIII.

2. If the County believes it has met the requirements for Closure, it shall, at least 60 days prior to seeking Regional Board approval of such Closure, provide written notice to Emhart, Rialto, and Colton of its intention to do so.



Within 30 days after such notice, the Parties shall meet and confer to discuss the steps, following the Regional Board's approval of the County's request for Closure, to be taken to effectuate the County's termination of participation in this Agreement, including, but not limited to, the requirements of Paragraph XIII.B.1 and B.2, and, as necessary, what, if any, provisions of this Agreement should continue in effect to address any ongoing post-Closure requirements (e.g., groundwater monitoring). If the Parties are unable to so agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

3. If Emhart believes it has met the requirements for Closure, it shall, at least 60 days prior to seeking EPA approval of such Closure, provide written notice to the County, Rialto, and Colton of its intention to do so. Within 30 days after such notice, the Parties shall meet and confer to discuss the steps, following EPA's approval of Emhart's request for Closure, to be taken to effectuate Emhart's termination of participation in this Agreement, including, but not limited to, the requirements of Paragraph XIII.B.1 and B.3. and, as necessary, what, if any, provisions of this Agreement should continue in effect to address any ongoing post-Closure requirements (e.g., groundwater monitoring). If the Parties are unable to so agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

4. If either the County or Emhart obtains approval for Closure, provided that it has notified the Parties as set forth above, all of its obligations under this Agreement shall terminate 30 days after receipt of such approval, except its obligations set forth in Paragraphs IX (Indemnification), X (Insurance) XIII.A.2. and 3. (ongoing post-closure requirements), XIII.B. (termination by either Emhart or the County), and XIII.C (termination by both Emhart and the County). Unless otherwise agreed, the meet and confer process referenced in Paragraphs XIII.A.2. and 3. shall conclude by this date.

5. Nothing in this Agreement supersedes, modifies, or abrogates the rights and obligations of the County and Emhart to each other set forth in the termination provisions of the County/Emhart Implementation Agreement.

6. As between the County and Rialto, this Paragraph XIII supersedes Paragraph 7.b of County/Rialto Implementation Agreement and Paragraph 11.b of Exhibit K of the County/Rialto Implementation Agreement.

**B. Effect of Termination by Either Emhart or the County**

1. **Termination by the County or Emhart:** From the date either the County or Emhart terminates its participation in this Agreement as provided in Paragraph XIII.A.3, while the other (the “Non-Terminating Party”) continues to participate:

a. The Non-Terminating Party shall have the right to continue to use the Combined Remedies and any distribution piping and infrastructure constructed to allow delivery of water to Colton’s municipal water supply system, as necessary; and

b. The Non-Terminating Party shall assume all rights, responsibilities, and obligations under this Agreement associated with the operation and maintenance of the Combined Remedies, including the costs to operate and maintain the Combined Remedies as provided in Paragraph IV.F.

2. **County Termination Before Emhart:** If the County terminates its participation in this Agreement before Emhart terminates its participation:

a. Disposition and/or use of components of the Combined Remedies owned by the County that are located on real property owned by Rialto shall be addressed as follows:

i. Emhart may, at its option, assume ownership of some or all of such components.

ii. To the extent Emhart does not elect to assume ownership of some or all of such components, the County shall have the right to remove such components. If the County so elects, the County shall remove at its expense such components of the Combined Remedies and restore such ground surface to pre-construction conditions.

iii. To the extent that Emhart does not elect to assume such ownership and the County does not elect to remove such components, Rialto, at its option, may elect to assume ownership of such components. Upon transfer of ownership, Rialto shall be responsible for the use, costs, operation, maintenance, and/or subsequent abandonment of all such components for which it has assumed ownership.

iv. To the extent that Emhart and Rialto do not elect to assume such ownership pursuant to Paragraphs XIII.B.2.a.i and XIII.B.2.a.iii, the County shall remove such components at the County's expense, and restore the ground surface to pre-construction conditions.

v. As part of the meet and confer pursuant to Paragraph XIII.A.1, the Parties shall discuss any transfer of ownership provided for in this Paragraph XIII.B.2, and execute any documents necessary to effectuate such transfer. Unless otherwise agreed, any removal of components and restoration shall be completed within one year of the County's termination. In connection with the removal and restoration required by this paragraph, the Parties shall cooperate in good faith to minimize the impact on the Combined Remedies and the components to be left in place.

b. Disposition and/or use of components of the Combined Remedies owned by the County that are located on real property owned by the County shall be addressed as follows:

i. Emhart may, at its option, elect to use some or all of such components. This election shall be made during the meet and confer process provided for in Paragraph XIII.A.1. The County and Emhart shall thereafter negotiate appropriate terms for access to County-owned land to permit Emhart to use such components, including standard terms for security, insurance, maintenance, repair, termination and other reasonable terms. Such access shall be provided without the need for payment of rent or other similar monetary consideration.

ii. If Emhart does not elect to use some or all of such components, the County shall have the right to use, or grant the right to use, such components at its discretion.

c. Emhart shall not succeed to the County's lease of Rialto Water Rights.

3. **Emhart Termination Before County:** If Emhart terminates its participation in this Agreement before the County terminates its participation:

a. The County may, at its option, succeed to Emhart's lease of Colton Water Rights. Such election shall be discussed as part of the meet and confer pursuant to Paragraph XIII.A.2; and

b. The County may, at its option, assume ownership of some or all of the components of the Combined Remedies owned by Emhart. To the extent the County does not elect to assume such ownership, Rialto may, at its option, elect to assume ownership of remaining components of the Combined Remedies previously owned by Emhart, and shall thereafter be responsible for the use, operation, maintenance, and/or subsequent abandonment of such components for which it has assumed ownership. To the extent neither the County nor Rialto elects to assume such ownership, Emhart shall remove such components, at its expense, and restore the ground surface to pre-construction conditions.

c. As part of the meet and confer pursuant to Paragraph XIII.A.2, the Parties shall discuss any transfer of ownership provided for in this Paragraph XIII.B.3., and execute any documents necessary to effectuate such transfer. Unless otherwise agreed, any removal of components and restoration shall be completed within one year of the Emhart's termination. In connection with the removal and restoration required by this paragraph, the Parties shall cooperate in good faith to minimize the impact on the Combined Remedies and the components to be left in place.

**C. Ownership/Removal of Infrastructure Upon Termination by Both County and Emhart**

1. Once both the County and Emhart have terminated their respective participation in this Agreement, the owner of any portion of the Combined Remedies (i.e., Emhart and/or the County), at its sole expense as provided in the County/Emhart Implementation Agreement and the County/Rialto Implementation Agreement, shall have the right to remove any and all components of the Combined Remedies within one year and to restore the ground surface to pre-construction conditions.

2. To the extent that the County and/or Emhart do not elect to exercise such right to remove any component of the Combined Remedies as provided in Paragraph XIII.C.1, Rialto shall either (a) require Emhart, at Emhart's sole expense, to remove any remaining component of the Combined Remedies and restore the ground surface to pre-construction conditions, or (b) elect to take possession of all such remaining components of the Combined Remedies which shall thereupon become the property of Rialto. Thereafter, Rialto shall be

responsible for the use, operation, maintenance, and/or subsequent abandonment of such components for which it has assumed ownership.

3. In removing components of the Combined Remedies, Emhart and the County shall comply with all applicable provisions of the Rialto Municipal Code.

#### **XIV. Notice**

Whenever, under the terms of this Agreement, written notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to Colton:

City Manager  
Attn: Bill Smith  
City of Colton  
650 North LaCadena Dr.  
Colton, CA 92324

-and-

City Attorney  
Attn: Carlos Campos  
Best Best & Krieger LLP  
74760 Highway 111, Suite 200  
Indian Wells, CA 92210

As to the County:

Director, Department of Public Works  
825 East Third Street  
San Bernardino, CA 92415-0835

-and-

County of San Bernardino  
Office of County Counsel  
385 North Arrowhead Avenue, 4th Floor  
San Bernardino, CA 92415-0140

-and-

The Gallagher Law Group, a Professional Corporation (for notice only, not for service of process)

1875 Century Park East, Suite 1550  
Los Angeles, CA 90067  
Attn: Timothy V.P. Gallagher

As to Emhart:

Joseph W. Hovermill, Esq.  
Miles & Stokbridge PC  
100 Light Street  
Baltimore, MD 21202

As to Rialto:

City Attorney for City of Rialto  
Attn: Fred Galante  
Aleshire & Wynder, LLP  
3880 Lemon St., Suite 520  
Riverside, CA 92501

-and-

Paul Hastings LLP (for notice only, not for service of process)

55 Second Street  
Twenty-Fourth Floor  
San Francisco, CA 94105  
Attn: Peter H. Weiner

## **XV. Miscellaneous Terms**

### **A. Headings.**

All paragraph headings in this Agreement are for convenience of reference only and shall have no effect on the interpretation of any paragraph or provision of this Agreement.

**B. Exhibits.**

All exhibits to in this Agreement are incorporated as binding parts of this Agreement unless otherwise stated in the exhibit. The documents labeled “example” in Exhibits F, H, and I are for illustration purposes only and are not binding parts of this Agreement. The notes in italic and underline format in the spreadsheets attached as parts of Exhibits H and I are for guidance only and are not intended to be binding parts of this Agreement. To the extent any notes in those spreadsheets conflict with the terms of the body of this Agreement, the terms of the body of this Agreement shall control. The formulas in those spreadsheets are intended to be binding parts of this Agreement.

**C. Construction.**

This Agreement shall be interpreted and construed as drafted by all Parties with equal participation in its drafting.

**D. Force Majeure.**

1. For purposes of this Agreement, “Force Majeure” means any event arising from causes beyond the control of a Party or its contractors that delays or prevents the performance of any obligation under this Agreement despite that Party’s best efforts to fulfill the obligation or avoid the event. Force Majeure includes, but is not limited to: acts of God; fire, flood, windstorm, or earthquake; explosion, riot, or sabotage; war, terrorism, threat of terrorism, or any resulting security measures; strikes, lockouts, or other concerted work stoppages; injunctions; inability to obtain raw material, supplies, or energy; or unscheduled outages, shutdowns, or other loss of any necessary utility.

2. The Party whose performance is delayed or prevented by Force Majeure shall inform the other Parties: (1) orally as soon as possible but no later than 48 hours of learning of the possible delay; and (2) in writing no more than five working days from the commencement of the Force Majeure.

3. The Party whose performance is delayed or prevented by Force Majeure shall use best efforts to minimize the effect and duration of such Force Majeure.

4. Any delay in or failure to perform any obligation under this Agreement by a Party caused by Force Majeure shall not constitute a breach of this Agreement or give rise to any claim for damages.

**E. Assumption of Certain Emhart Obligations by Black & Decker Inc.**

Black & Decker Inc. agrees to assume Emhart's obligations set forth in Paragraphs IV.F, IX.A, X.A. and XIII of this Agreement in the event Emhart defaults on those responsibilities or obligations.

**F. Good Faith and Fair Dealing.**

The Parties shall deal with each other in good faith and fairly in all matters arising under this Agreement. The presence or absence of a specific reference to good faith in any paragraph of this Agreement does not affect the obligation of the Parties to deal with each other in good faith and fairly in all matters arising under this Agreement.

**G. Governing Law.**

This Agreement should be construed in accordance with the laws of the State of California.

**H. Signatories.**

Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he executes this Agreement. Each Party represents that it has the legal authority to enter into this Agreement.

**I. Multiple Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**J. Effect of this Agreement on Other Existing Agreements Among the Parties.**

1. Nothing in this Agreement supersedes, abrogates, amends, or modifies the provisions of the County/Rialto Implementation Agreement, the terms of which are preserved, except as expressly set forth herein.



2. As between Rialto and the County, Rialto and the County agree that execution of this Agreement does not implicate Paragraph 10.a.vi of the County/Rialto Implementation Agreement.

3. Rialto and Colton are not parties to, nor are they bound in any way by, the County/Emhart Implementation Agreement.

4. To the extent that this Agreement conflicts with the Rialto/Emhart Cost Agreement dated October 4, 2013, this Agreement shall control.

**K. Amendment.**

This Agreement may be amended at any time, but only by written agreement executed by all Parties then participating in the Agreement.


**FOR EMHART INDUSTRIES, INC.:**

By:  \_\_\_\_\_

Theodore Morris  
Vice President  
Emhart Industries, Inc.

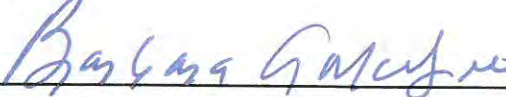
Date: August 4, 2015

FOR THE CITY OF RIALTO AND THE RIALTO UTILITY AUTHORITY:


By:   
Deborah Robertson *See below, it*  
Mayor, City of Rialto *Pro Ten*  
Chair, Rialto Utility Authority

Date: 8/26/15


ATTEST:

By:   
Barbara McGee  
City Clerk/Authority Secretary

Approved as to Legal Form:

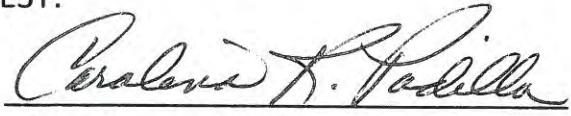
By:   
Fred Galante  
City Attorney/Authority Counsel

**FOR THE CITY OF COLTON:**

By:   
Richard A. DeLaRosa  
Mayor, City of Colton


Date: 8/20/15

**ATTEST:**

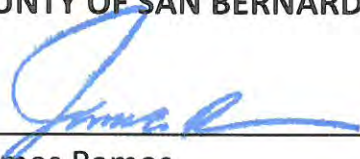
By:   
Carolina R. Padilla  
City Clerk

Approved as to Form:

**BEST BEST & KRIEGER**

By:   
Danielle G. Sakai  
City Attorney

**FOR COUNTY OF SAN BERNARDINO:**

By:   
James Ramos  
Chairman, Board of Supervisors

Date: SEP 01 2015

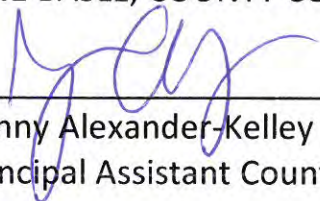
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
Of the County of San Bernardino

By:   
Deputy

Approved as to form:

JEAN-RENE BASLE, COUNTY COUNSEL

By:   
Penny Alexander-Kelley  
Principal Assistant County Counsel

Date: 8-26-2015

## **Exhibit A**

### **Procedure for Reimbursement of Rialto Consultant Costs Under Paragraph III.C.2.a**

The procedure for Rialto to submit requests for reimbursement of Rialto consultant costs as provided for in Paragraph III.C.2.a incurred during the design, permitting, and construction phases of the Work, (“Reimbursement Request”) shall be as follows:

1. Peter Fox and West Yost Associates Costs: No more frequently than once per quarter, Rialto shall submit its Reimbursement Request to Emhart for costs of time incurred by Peter Fox or West Yost Associates as reasonably required to provide information, evaluate information provided, or attend meetings, as needed, during the design, permitting, and construction phases of the Work, at the ordinary and customary hourly rates charged by Peter Fox and West Yost Associates to perform other such work for Rialto, and supporting documentation. The Reimbursement Request shall include:
  - a. A written summary of the tasks performed, the time and costs associated with each task, and supporting documentation;
  - b. Confirmation of Rialto’s payment of the invoices described in Paragraph 1, above; and
  - c. But, in no event, shall Rialto seek payment for (i) the cost of the first 10 hours of time incurred by Peter Fox or West Yost Associates; (ii) the next \$8,057.20 of such costs beyond those addressed in Paragraph 1.c.(i); or (iii) costs resolved by the Agreement for Resolution of Emhart/Rialto Cost Issues entered on October 4, 2013, by Emhart and Rialto.
2. Within 30 days after Emhart’s receipt of a Reimbursement Request, Emhart shall pay the appropriate reimbursement amount to Rialto.

## **Exhibit B**

### **Anticipated Combined Remedies Operation and Maintenance Activities San Bernardino County, California**

#### **I. Introduction**

This document describes the anticipated activities for operation and maintenance of the Combined Remedies. This document is for illustration and budgeting purposes only and does not create any legal rights, obligations, responsibilities or duties, contractual or otherwise, among the Parties to the Four Party Implementation Agreement or any third party. To assist in preparation of an Annual O&M Budget for the Combined Remedies, this document will be evaluated annually and updated as necessary.

The design and operation of the Combined Remedies merge the existing Regional Board Remedy with the planned groundwater extraction well and treatment plant expansion. Emhart Industries, Inc. (“Emhart”) and the County of San Bernardino (the “County”) anticipate that the operation and maintenance of the Combined Remedies will achieve the remedial objectives of: (1) the Work Consent Decree, which Emhart is required to meet; and (2) the Regional Board Order, which the County is required to meet.

The activities to operate and maintain the Combined Remedies as described herein, are: (1) operation and maintenance of the Combined Capture System; (2) operation and maintenance of the Combined Treatment Plant; (3) assisting the Parties in implementation of the Water Management Plan; (4) compliance with Rialto’s DDW Permit (including compliance sampling monitoring and compilation and distribution of monthly reports in accordance with the DDW permit); and (5) overall project management and oversight of all of the above.

#### **II. Definitions**

A. “Annual O&M Budget” means the budget prepared Rialto (or its third party contractor) and submitted to Emhart and the County by August 1 of each year shall for the work necessary to operate and maintain the Combined Remedies in a cost-effective manner.

B. “Combined Capture System” means the extraction wells and associated conveyance piping connected to the Combined Treatment Plant necessary for operation of the Combined Remedies. There are currently three existing extraction wells (Miro-2, Miro-3, and Rialto-3) and one planned extraction well (EW-1) that will be connected to the Combined Treatment Plant; the locations of these wells and associated piping are shown on Attachment B-1 (Locations of Combined Treatment Plant and Combined Capture System). This definition includes any additional extraction wells and associated piping that may be added in the future, as needed.

C. “Combined Remedies” means the Combined Capture System and the Combined Treatment Plant, but does not include groundwater monitoring wells.

D. “Combined Treatment Plant” means a system of groundwater treatment components, consisting of (1) the County treatment plant at CR-3, in place as of the Effective Date, constructed by the County to comply with the Regional Board Order; (2) the expansion of the County treatment plant constructed by Emhart, after the Effective Date, to comply with the Work Consent Decree (as described in detail in the final design approved by EPA on May 19, 2014); and (3) any future expansion of such treatment plant as necessary or appropriate to comply with the Work Consent Decree or the Regional Board Order.

E. “DDW” means the California State Water Resources Control Board Division of Drinking Water, formerly, the California Department of Public Health Division of Drinking Water.

F. “Parties” means the County, Rialto, Colton, and Emhart.

G. “Rialto-3” means City of Rialto Well No. 3, also referred to as “CR-3.”

H. “Rialto’s DDW Permit” means domestic water supply Permit No. 71-009 issued to Rialto by DDW on January 8, 1971, as amended by Permit Amendment No. 05-13-06PA-005 issued on May 8, 2006, Permit Amendment No. 05-13-09PA-042 issued on January 4, 2010, and as Permit No. 71-009 may be amended in the future.

I. “Water Management Plan” or “WMP” means the water management plan developed by the Parties pursuant to Paragraph VI of the Four Party Implementation Agreement.



### **III. Background Information**

#### **A. Site Setting**

The locations of the Combined Remedies facilities are displayed in **Attachment B-1**. A Process Flow Diagram is included as **Attachment B-2**.

#### **B. Combined Treatment Plant Operational Information**

As designed, the Combined Remedies will consist of the following equipment:

- Four groundwater extraction well pumps with variable frequency drives (at extraction wells Rialto-3, Miro-2, Miro-3, and EW-1);
- 100,000-gallon steel bolted reservoir (equalization tank);
- Desander unit (for Rialto-3);
- Six bag filter units (for all influent water);
- An ultraviolet (UV) system (for Rialto-3);
- Two booster pumps – 250 horsepower (hp), 150 pounds per square inch (psi) rated at 2,250 gpm each;
- Sulfuric acid injection unit (pH adjustment) – this unit is not operational at this time and there is no requirement to resume its operation;
- Six ion exchange resin (IX) vessels;
- Eight granular activated carbon (GAC) vessels; and
- Hypochlorination injection system.

#### **C. Untreated Groundwater Constituents of Concern**

The Combined Treatment Plant is designed to remove the following constituents of concern from extracted groundwater:

- Perchlorate; and

- VOCs, including trichloroethene (TCE)

The influent stream of the Combined Treatment Plant is expected to contain VOCs and perchlorate. The influent from CR-3 may also contain coliform bacteria on an intermittent basis, which if present is treated prior to the water entering the equalization tank to protect the downstream treatment vessels.

#### **IV. Anticipated Operation and Maintenance Activities**

##### **A. Combined Capture System**

Operation of the Combined Capture System includes, but is not limited to, regulating extraction rates as directed by Emhart and the County to (1) achieve Emhart's and the County's respective remedial requirements; and (2) ensure that the volume of water extracted does not exceed the water rights leased to the County by Rialto and Colton, and to Emhart by Colton. Attachment B-3 identifies routine (daily) and non-routine (periodic) operation, maintenance, and monitoring activities.

##### **B. Combined Treatment Plant**

Operation of the Combined Treatment Plant includes, but is not limited to, those routine (daily) and non-routine (periodic) activities identified in Attachment B-3.

##### **C. DDW Permit Compliance**

Operation of the Combined Remedies shall, at all times, be in compliance with Rialto's DDW Permit (including compliance sampling monitoring and compilation and distribution of monthly reports in accordance with Rialto's DDW Permit). Compliance with Rialto's DDW Permit is anticipated to include, at a minimum, compliance monitoring and sampling at the following locations:

- The influent stream from operating extraction wells (Attachment B-2);
  - Rialto-3 – Location 1A;
  - Miro-2 – Location 1B;
  - Miro-3 – Location 1C; and

- EW-1 - Location 1D.
- The effluent point of the UV system (Attachment B-2, Location 2);
- The effluent point of each of the two lead perchlorate removal (IX) vessels (Attachment B-2, Location 4) (two sample locations);
- The effluent point of each of the first lag IX vessels (Attachment B-2, Location 5) (two sample locations);
- The effluent point of each of the second lag IX vessels (Attachment B-2, Location 6) (two sample locations);
- The midpoint between each of the four pairs of GAC vessels (Attachment B-2, Location 7) (four sample locations);
- The post-treatment effluent stream (Attachment B-2, Location 9) (two sample locations); and
- Near-field monitoring wells (as identified by Rialto to be sampled by the Operator upon issuance of the amendment to Rialto's DDW Permit).

**D. Assisting in Implementation of the Water Management Plan**

During operation of the Combined Remedies, the operator will attend meetings to assist in the development and documentation of the WMP as directed by the Parties and to thereafter implement the WMP.

**E. Overall Management and Oversight**

Operation of the Combined Remedies includes overall management and oversight of the activities described in Paragraphs IV.A through D, above.

**F. Excluded Activities**

The following activities are excluded from operation and maintenance of the Combined Remedies:

- Determination of extraction well pump rates required for the County and Emhart to meet their respective remedial objectives of the

Regional Board Order (for the County) and the Work Consent Decree (for Emhart) and the corresponding interaction with the Regional Board and USEPA;

- Collection of groundwater monitoring data from County-installed monitoring wells and piezometers pursuant to Paragraph IV.D.3 of the Four Party Implementation Agreement;
- Collection of groundwater monitoring data from Emhart-installed monitoring wells and piezometers that Emhart may, in the future, elect to collect itself as provided for in Paragraph IV.D.3 of the Four Party Implementation Agreement;
- Preparation of quarterly monitoring reports to the Regional Board on behalf of the County;
- Preparation of compliance reporting to USEPA on behalf of Emhart; and
- Major equipment replacement and/or capital improvements.

**G. Contractor Qualifications**

It is anticipated that the Combined Treatment Plant will be classified as a T3 or T4 treatment facility. The operator must be authorized by law to operate and maintain the Combined Remedies including all operator and shift operator qualification requirements set forth in Rialto's DDW Permit. The operator also must be 40-Hour HAZWOPER-trained, excluding subcontractors, and all operator personnel must possess valid drivers' licenses at the appropriate levels as necessary to perform essential job functions.

**V. Attached Support Documents and Reports**

The following are attached as referenced herein:

- Attachment B-1 – Locations of Combined Treatment Plant and Combined Capture System
- Attachment B-2 – Process Flow Diagram

- Attachment B-3 Combined Remedies Operation and Maintenance Activities

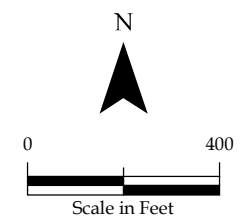
**ATTACHMENT B-1**



**Legend**


- Proposed Extraction Well Location
- City of Rialto Production Well
- Miro Wells
- Pipeline Connecting EW-1 to Combined Treatment Plant
- Pipeline Connecting Miro-2 and Miro-3 to the Combined Treatment Plant

Source: Image courtesy of USGS © 2013 Microsoft Corporation.



**SOURCE AREA OPERABLE UNIT  
ROCKETS, FIREWORKS, AND FLARES SITE**

Attachment B-1  
LOCATIONS OF COMBINED  
TREATMENT PLANT AND  
COMBINED CAPTURE SYSTEM



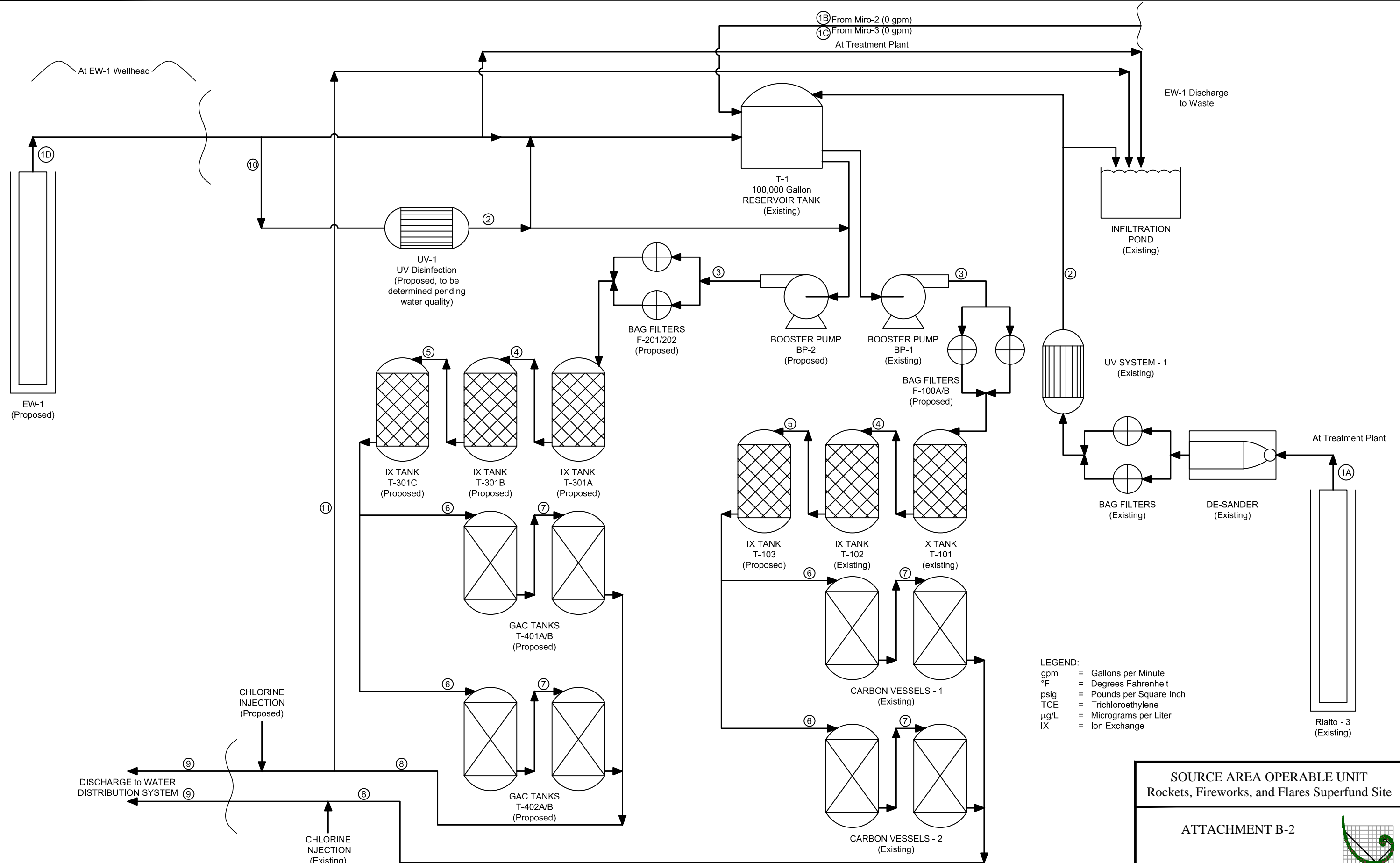
PREPARED BY:  
AJP (ERM)

JOB NO. 0179962  
FILE: Attachment B1.mxd

**ATTACHMENT B-2**



G:\DWGS\0179962-Rialto\01\DWG\Rialto Fig 2 Process Flow.dwg May 29, 2015.



**SOURCE AREA OPERABLE UNIT**  
 Rockets, Fireworks, and Flares Superfund Site

ATTACHMENT B-2

PROCESS FLOW DIAGRAM

PREPARED BY: B.SWENSON (ERM)	JOB NO. 0179962 FILE: Rialto 0x Process Flow.dwg
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Plot Date: 12/04/14--5:42pm, Plotted by: Luke, Drawing Path: N:\Swap\AcPublish\_9320\Drawing Name: Rialto Fig 2 Process Flow.dwg

**Anticipated Average Flow and Concentration Conditions**

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)				TCE	Perchlorate
1A	1700	EW-1 Groundwater Extraction	70	5-10	10	239
1B	1300	Rialto-3 Groundwater Extraction	70	5-10	4	25
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	1500	IX Influent	70	5-10	7	146
4	1500	IX Midpoint 1	70	5-10	7	<4 - 146
5	1500	IX Midpoint 2	70	5-10	7	<4
6	750	Carbon Influent	70	5-10	7	<4
7	750	Carbon Midpoint	70	5-10	<2.5	<4
8	1500	Carbon Effluent	70	5-10	<2.5	<4
9	1500	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

**Maximum or Worst Case Concentration Conditions**

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)				TCE	Perchlorate
1A	1700	EW-1 Groundwater Extraction	70	5-10	10	239
1B	0	Rialto-3 Groundwater Extraction	-	-	-	-
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	850	IX Influent	70	5-10	10	239
4	850	IX Midpoint 1	70	5-10	10	<4 - 239
5	850	IX Midpoint 2	70	5-10	10	<4
6	425	Carbon Influent	70	5-10	10	<4
7	425	Carbon Midpoint	70	5-10	<2.5	<4
8	850	Carbon Effluent	70	5-10	<2.5	<4
9	850	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

**Maximum or Worst Case Flow Conditions**

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)				TCE	Perchlorate
1A	2040	EW-1 Groundwater Extraction	70	5-10	10	239
1B	1850	Rialto-3 Groundwater Extraction	70	5-10	4	25
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	1945	IX Influent	70	5-10	7	137
4	1945	IX Midpoint 1	70	5-10	7	<4 - 137
5	1945	IX Midpoint 2	70	5-10	7	<4
6	972	Carbon Influent	70	5-10	7	<4
7	972	Carbon Midpoint	70	5-10	<2.5	<4
8	1945	Carbon Effluent	70	5-10	<2.5	<4
9	1945	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

- NOTES:  
 1. ACTUAL EFFLUENT DISCHARGE LIMITS WILL BE BASED UPON FUTURE AMENDMENT OF THE EXISTING CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH) PERMIT 71-009 TO PROVIDE FOR THE EXISTING COUNTY CR-3 SYSTEM, EXTRACTION FROM NEW WELLS, AND EXPANSION OF THE TREATMENT SYSTEM.

**SOURCE AREA OPERABLE UNIT**  
 Rockets, Fireworks, and Flares Superfund Site

ATTACHMENT B-2

PROCESS FLOW DIAGRAM



PREPARED BY:  
 B.SWENSON (ERM)

JOB NO. 0179962  
 FILE: Rialto 0x Process Flow.dwg

## ATTACHMENT B-3

### COMBINED REMEDIES OPERATION AND MAINTENANCE ACTIVITIES

#### Daily Activities

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
D1	Check operational status.	Operator to perform work. Third party not needed.	None	
D2	Visually inspect and record reservoir level and verify that level does not exceed high-high or low-low levels.	Operator to perform work. Third party not needed.	None	
D3	Check control panel for any alarms.	Operator to perform work. Third party not needed.	None	
D4	Verify that pump motors in Rialto 3, EW-1, Miro-2 and Miro-3 are or have recently been operating (to the extent such wells are being utilized for the Combined Remedies).	Operator to perform work. Third party not needed.	None	
D5	Visually inspect and record totalized flow immediately downstream of all operating wells.	Operator to perform work. Third party not needed.	None	
D6	Meter and record the volume of water delivered to Colton.			
D7	Visually inspect and record pressure drop across the Krebbs Desander. Verify that Krebbs Desander is functioning and that water is not overflowing its waste pit. (if Rialto-3 is operating)	Operator to perform work. Third party not needed.	None	
D8	Visually inspect and record pressure readings on either side of the six bag filters. If pressure is equal to or greater than allowable pressure rating for the filter	Operator to perform work. Third party not needed.	None	

	<b>Description</b>	<b>Standard in-house operations to be performed by Operator Per Fixed Price Contract</b>	<b>Third Party Contractor Cost to be reimbursed as Needed</b>	<b>Notes</b>
	bags, arrange for bag filter change-out.			
D9	Visually inspect and record lamp status for the Ultra-Violet (UV) system(s).	Operator to perform work. Third party not needed.	None	
D10	Visually inspect Booster Pumps (BP-1 and BP-2) status and record totalized flow immediately downstream	Operator to perform work. Third party not needed.	None	
D11	Visually inspect ion-exchange (IX) vessels and verify absence of leaks. Verify proper valve alignment. Record pressure drop across each vessel. Record totalized flow immediately downstream of IX vessels.	Operator to perform work. Third party not needed.	None	
D12	Visually inspect granular activated-carbon (GAC) vessels and verify absence of leaks. Verify proper valve alignment. Record pressure drop across each vessel. Record totalized flow immediately downstream of each GAC vessel.	Operator to perform work. Third party not needed.	None	
D13	Visually inspect and verify proper operation of Chlorination Systems.	Operator to perform work. Third party not needed.	None	
D14	Combined Treatment Plant monitoring to comply with DDW permit.	Operator should collect samples and manage logistics of sampling and analysis.	Third party laboratory charges to be reimbursed.	

### **Non-Daily Duties**

ND1	Monthly reporting to DDW and other appropriate agencies regarding treatment plant operations, throughput, contaminant mass removal, daily amount of water treated, water	Operator should prepare and submit monthly reports in accordance with Rialto's DDW permit.	None.	
-----	--	--	-------	--

	<b>Description</b>	<b>Standard in-house operations to be performed by Operator Per Fixed Price Contract</b>	<b>Third Party Contractor Cost to be reimbursed as Needed</b>	<b>Notes</b>
	quality monitoring results, and a summary of alarms and shutdowns experienced at the treatment plant and any corrective actions taken.			
ND2	Combined Treatment Plant and near-field monitoring well (identified by Rialto) sampling and analyses to comply with DDW permit.	Operator should collect samples and manage logistics of sampling and analysis.	Third party laboratory charges to be reimbursed.	
ND3	Monthly shaft rotation for all inactive pump motor equipment (e.g., Miro-2 and Miro-3)	Operator to perform work. Third party not needed.	None	
ND4	Assure proper lubrication of operating pumps and motors (e.g., Rialto-3, EW-1, BP-1, and BP-2).	Operator to perform work. Third party not needed.	None.	
ND5	Assure proper lubrication of inactive pumps and motors (e.g., Miro-2 and Miro-3).	Operator to perform work. Third party not needed.	None	
ND6	Trouble-shooting when operational status is inconsistent with expectations.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND7	Trouble-shooting when reservoir levels are inconsistent with programming.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND8	Trouble-shooting to determine cause of control panel alarms.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed..	

	<b>Description</b>	<b>Standard in-house operations to be performed by Operator Per Fixed Price Contract</b>	<b>Third Party Contractor Cost to be reimbursed as Needed</b>	<b>Notes</b>
		needed; and (3) oversee work as it is completed.		
ND9	Trouble-shooting to determine cause for non-operational pump motors.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND10	Trouble-shooting to determine cause for malfunctioning flow totalizers and motorized valves (including valves on conveyance lines).	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND11	Trouble-shooting to determine cause of excess pressure across the Krebbs Desander or for excess water overflowing its waste pit.	Operator to perform work. Third party not needed.	None	
ND12	Bag filter change-outs when pressure is equal to or greater than allowable bag pressure rating, arrange for bag filter change-out.	Operator to perform work. Third party not needed.	Cost of replacement bag filters to be reimbursed.	
ND13	Manual and/or chemical cleaning of quartz sleeves in the UV unit when coliform is detected downstream of the UV unit. Bulb replacement may also be required.	Operator handles logistical issues of identifying problem, hiring third party contractors to repair as needed, overseeing repairs and confirming repairs were successful.	Costs of third party experts on UV systems or other third party contractors as needed to be reimbursed.	
ND14	Manual cleaning and/or chemical cleaning of quartz sleeves in the UV unit when UV bulb intensity is less than 400 J/m <sup>2</sup> . Bulb replacement may also be required.	Operator handles logistical issues of identifying problem, hiring third party contractors to repair, overseeing repairs and confirming repairs were successful.	Costs of third party experts on UV systems or other third party contractors as needed to be reimbursed.	

	<b>Description</b>	<b>Standard in-house operations to be performed by Operator Per Fixed Price Contract</b>	<b>Third Party Contractor Cost to be reimbursed as Needed</b>	<b>Notes</b>
ND15	Arrange for IX and GAC vessel seal repair/replacement when leaks are observed.	Operator handles logistical issues of identifying problem, developing and processing RFP, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND16	Arrange for and supervise media replacement when lead vessel IX or GAC "break-through" occurs.	Operator handles logistical issues of identifying problem, developing and processing RFP, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND17	Arrange for media inspection/replacement if problematic differential pressure conditions are identified at the treatment vessels.	Operator handles logistical issues of identifying problem, developing a solution, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND18	Trouble-shooting to resolve problematic conditions at the chlorination system.	Operator to perform work. Third party not needed.	None	
ND19	Reprogramming the control panel to adjust for seasonal pumping rates or otherwise.	Operator handles logistical issues of identifying problem, hiring experts as needed, and overseeing work and confirming work completed successfully.	Costs of third party programmer to be reimbursed.	
ND20	Pump and/or motor removal, service, and re-installation when required.	Operator handles logistical issues of identifying problem, hiring experts as needed, and overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
<u>ND21</u>	Housekeeping, weed abatement in and around	Operator to perform work. Third party not needed.	None.	

	<b>Description</b>	<b>Standard in-house operations to be performed by Operator Per Fixed Price Contract</b>	<b>Third Party Contractor Cost to be reimbursed as Needed</b>	<b>Notes</b>
	treatment system and wells.			








**Exhibit C**

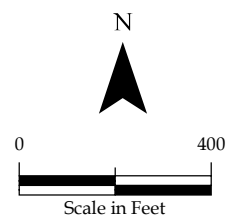
**Conceptual Diagram of Combined Capture System**



**Legend**


-  Proposed Extraction Well Location
-  City of Rialto Production Well
-  Miro Wells
-  Pipeline Connecting EW-1 to Combined Treatment Plant
-  Pipeline Connecting Miro-2 and Miro-3 to the Combined Treatment Plant

Source: Image courtesy of USGS © 2013 Microsoft Corporation.



SOURCE AREA OPERABLE UNIT  
ROCKETS, FIREWORKS, AND FLARES SITE

EXHIBIT C  
CONCEPTUAL DIAGRAM OF  
COMBINED CAPTURE SYSTEM



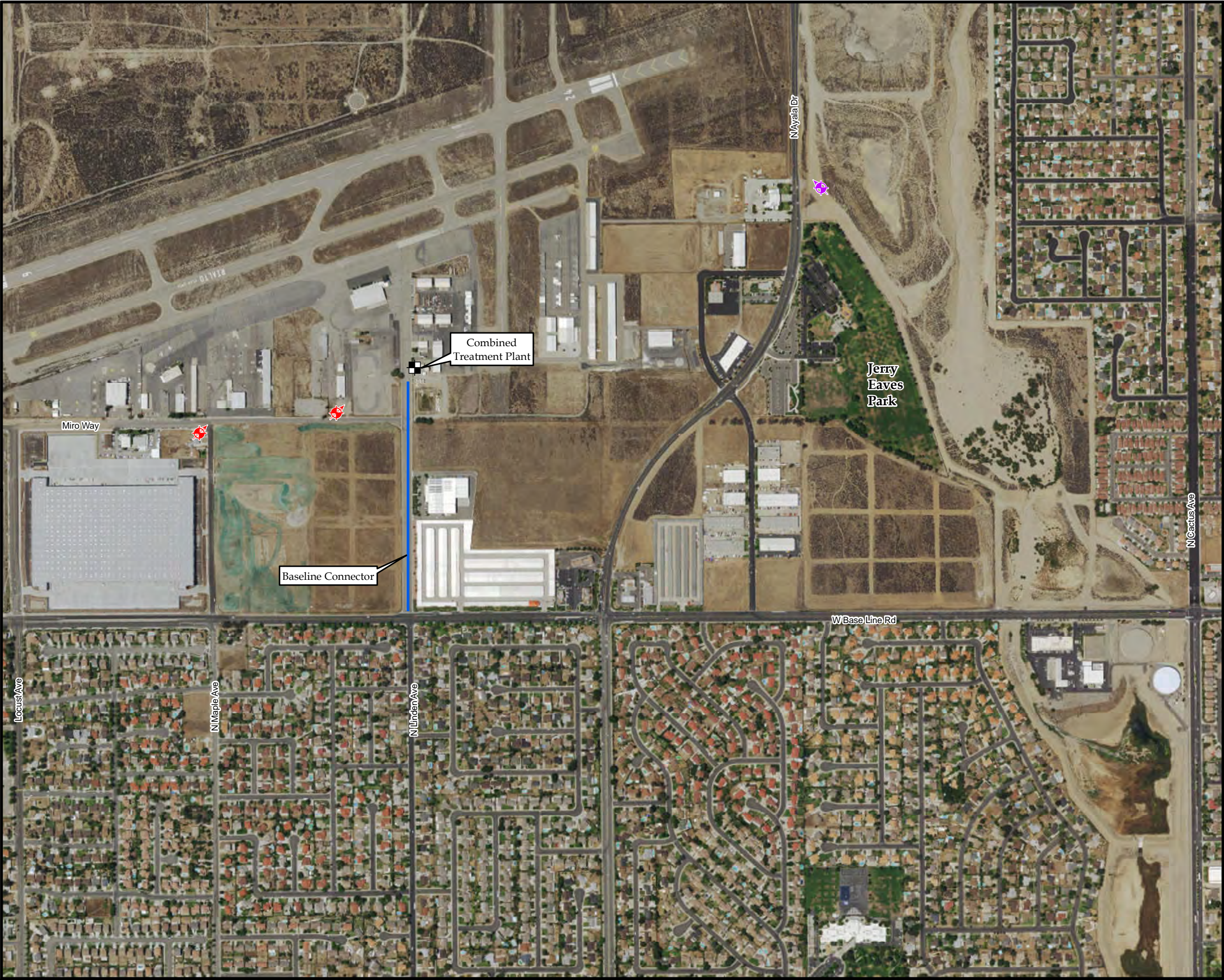
PREPARED BY:  
AJP (ERM)

JOB NO. 0179962  
FILE Exhibit C.mxd





**Exhibit D**

**Conceptual Diagram of Distribution Piping**

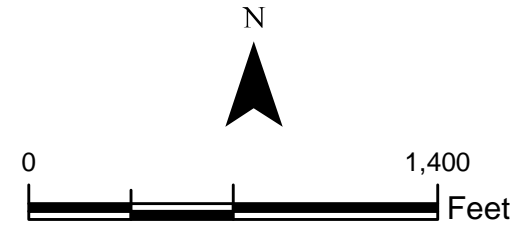
M:\Projects\Emhart\_Rialto\Portland\GIS\Maps\Implementation\_Agreement\ExhibitD\_ConceptualDiagram\_ConveyancePipelinesRev1.mxd AJP 7/31/2015



**Legend**

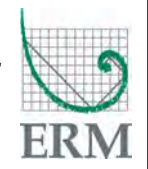
-  Miro Wells
-  Proposed Extraction Well Location
-  City of Rialto Production Well
-  Conveyance Pipeline

Source: ESRI Aerial Imagery Webservice, USDA, June 3, 2014.



SOURCE AREA OPERABLE UNIT  
ROCKETS, FIREWORKS, AND FLARES SITE

EXHIBIT D  
CONEPTUAL DIAGRAM OF  
DISTRIBUTION PIPING



PREPARED BY: AJP (ERM)	JOB NO. 0179962.08.B1 FILE: ExhibitD_ConceptualDiagram_ConveyancePipelinesRev1.mxd
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**Exhibit E**

**Rialto Resolution 5248**



1           **WHEREAS**, five of the City' s twenty-two water wells have been shut down due to perchlorate  
2 contamination; and

3           **WHEREAS**, The City Council has previously announced a “zero tolerance” policy towards  
4 perchlorate; and

5           **WHEREAS**, the City of Rialto wishes to follow the Regional Water Quality Control Board's  
6 orders issued regarding perchlorate contamination and cleanup;

7           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES**  
8 **HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

9           **Section 1.** The recitals to this resolution are true and correct and are incorporated herein by this  
10 reference, and relied upon by the City Council in adopting this resolution.

11           **Section 2.** The City Council finds that there is significant disagreement within the scientific  
12 community regarding the long term health effects of the regular ingestion of perchlorate. Because of  
13 this disagreement, the fact that scientists on both sides appear credible, and the fact that the whole  
14 perchlorate phenomenon has come to light only within the last decade, and only as a result of improved  
15 testing technologies, the City Council has concluded that until there is substantially greater agreement  
16 within the scientific community as to what, if any, levels or amounts of perchlorate are unquestionably  
17 safe for regular human ingestion, the City of Rialto will continue with its “zero tolerance” policy for  
18 perchlorate. When standard water testing techniques show any detectible levels of perchlorate in City  
19 water wells, those wells will be shut down, and no water therefrom is to be put into the Rialto Water  
20 System unless and until those wells can be treated back down to “non-detect” levels.

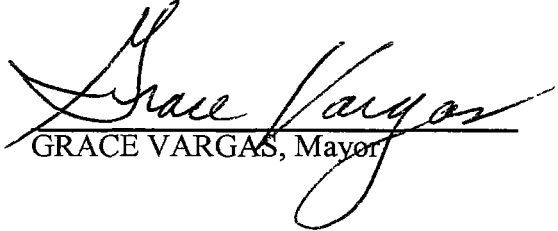
21           **Section 3.** The City Council urges its state elected officials to concur in this policy and authorize  
22 Regional Water Quality Control Boards throughout this state to issue clean-up and abatement orders and  
23 water replacement orders based upon the detection of any perchlorate found in public drinking water  
24 supplies.  
25

26 ///


27 ///

28 ///

1  
2           **WHEREFORE**, this Resolution is passed, approved and adopted by a four-fifth vote this 21st  
3 day of June, 2005.

4  
5  
6   
GRACE VARGAS, Mayor

7 **ATTEST:**

8  
9   
10 BARBARA A. MCGEE, City Clerk

11  
12 **APPROVED AS TO FORM:**

13  
14   
15 ROBERT A. OWEN, City Attorney



1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO )ss  
3 CITY OF RIALTO )

4 I Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. 5248 was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the 21st day of June, 2005.

7 Upon motion of Councilmember Robertson, seconded by Councilmember  
8 Scott, the foregoing Resolution No. 5248 was dully passed and adopted.

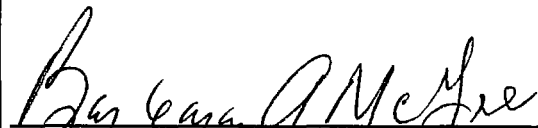
9 Vote on the motion:

10 AYES: Mayor Vargas, Council Members Robertson, Hanson, Sampson & Scott

11 NOES: None

12 ABSENT: None

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
14 Rialto this 20th day of July, 2005.

15  
16  
17   
18 BARBARA A. MCGEE, CITY CLERK

**Exhibit F**

**Combined Remedies Annual O&M Budget Form**

**(Example)**

<b>Task No.</b>	<b>Description</b>	<b>Annual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>	<b>Comments</b>
D1-D14	Daily Observation and Recordings				___ hours per day
ND1	Monthly Reporting				___ hours per month
ND2	DDW WQ Sampling				___ hours per month
ND3	Shaft Rotation				___ hours per month
ND4-ND5	Well Lubrication				___ hours per month
ND6-ND11	Trouble-shooting				___ hours per month
ND12	Bag Filter Change-out				___ hours per quarter
ND13-ND14	UV Maintenance				___ hours per month
ND15	Coordinate the Repair and Maintenance of IX and GAC				___ hours per month
ND16-ND17	Coordinate the change-out of resin or GAC				___ hours per quarter
ND18	Chlorine System Maintenance				___ hours per week
ND19	Adjust Control Panel and Programming				___ hours per year
ND20	Pump Motor Service				___ hours per year
ND21	House Keeping Weed Abatement				___ hours per month

ANNUAL LABOR SUBTOTAL	_____
ADMINISTRATIVE FEE	_____
ANNUAL LABOR TOTAL	_____

**MATERIALS/EXPENSES**

Materials, expenses and supplies to be billed at cost.

## Exhibit G

### **Procedure for Calculating Colton's Baseline Lifting Cost**

As set forth in Paragraph V of this Agreement, Colton has leased certain of its water rights in the Basin to Emhart and the County to be utilized to meet the objectives of the Combined Remedies. Colton, Emhart, and the County shall use the following procedure set forth in this Exhibit G to calculate the baseline electrical costs that Colton would incur to lift an acre foot of water when operating its extraction wells in the Basin ("Colton's Baseline Lifting Cost").

The Colton Baseline Lifting Cost is used to calculate the amount Colton shall reimburse Emhart and the County for water pumped by Emhart and the County and delivered to the Colton municipal water supply system pursuant to Emhart and the County's respective leases of Colton Water Rights.

1. Within 30 days following DDW issuance of the amendment of Colton and Rialto's DDW Permits necessary for operation of the Combined Remedies, Emhart, the County, and Colton shall meet and confer to calculate Colton's Baseline Lifting Cost using the following formula: Colton's Baseline Lifting Cost = (the total electrical costs (\$) incurred to lift water at Colton wells C-15 and C-17 to the surface in the three years immediately prior to the calculation) ÷ (the total volume of water pumped at C-15 and C-17 (AF) in that same three year period). Colton's Baseline Lifting Cost shall be stated in dollars per acre foot of water (\$/AF).
2. If: (1) a change in groundwater levels materially impacts lifting costs in the Basin; or (2) a change in electrical energy costs materially impacts lifting costs in the Basin; Colton, the County, and Emhart shall meet and confer to re-assess whether Colton's Baseline Lifting Cost fairly and adequately represents the cost Colton would otherwise incur to lift an acre foot of water at its extraction wells in the Basin.

## Exhibit H

### **Annual Allocation of CR-3/CTP Energy Costs and Reconciliation of Combined Remedies Energy Costs**

This Exhibit H sets forth the procedures for annually (1) allocating the energy costs to operate CR-3 and the CTP ("CR-3/CTP Energy Costs"); and (2) allocating and reconciling all energy costs to operate the Combined Remedies.

Attached hereto is a compact disc (CD) containing a Microsoft Excel Workbook titled "Tables H-1 and H-2.XLSX." That file contains monthly spreadsheets for allocation of CR-3/CTP Energy Costs (Table H-1) and an annual reconciliation spreadsheet (Table H-2). To assist in the preparation of the annual allocation of CR-3/CTP Energy Costs and reconciliation of Combined Remedies energy costs, attached are paper copies of Tables H-1 and H-2 with sample inputs and Tables H-1 and H-2 displaying the spreadsheet formulas used in the file.

#### **I. Allocation of CR-3/CTP Energy Costs (Table H-1)**

CR-3/CTP Energy Costs include (1) the cost of energy used to operate the Combined Treatment Plant; and (2) the cost of energy used to extract groundwater at CR-3. Southern California Edison ("SCE") bills Rialto for CR-3/CTP Energy Costs. CR-3/CTP Energy Costs shall be allocated annually using the following procedure:

1. As the service customer on the monthly invoices from SCE for CR-3/CTP Energy Costs, Rialto shall pay those invoices, subject to reimbursement as set in Paragraph II, below.
2. To facilitate allocation of CR-3/CTP Energy Costs, the County and Emhart shall annually request that SCE perform the following energy efficiency tests:
  - a. A test to determine the energy required to pump an acre foot of groundwater at CR-3 to the 100,000-gallon equalization tank at the Combined Treatment Plant which shall be reported as "EQ Tank kWh/AF";
  - b. A test to determine the energy that Rialto would otherwise use, absent the Combined Remedies, to pump an acre foot of

groundwater from the groundwater table to its municipal water supply system which shall be reported as “Rialto Baseline kWh/AF”. To perform this test, groundwater shall be pumped from CR-3 to the infiltration pond at the Combined Treatment Plant through conveyance piping which shall be partially closed to simulate the pressure conditions in adjacent pipelines in Rialto’s domestic water supply system.

3. Following the end of the Water Year, Rialto shall prepare the initial draft of Table H-1 for each monthly invoice paid by Rialto. Table H-1 is used to allocate CR-3/CTP Energy Costs on each monthly SCE invoice for reimbursement of Rialto by the County and Emhart in accordance with Paragraph IV.F.2.d of the Agreement. Table H-1 contains the following five data entry steps:

- STEP 1:** Enter the EQ Tank kWh/AF value determined under Paragraph 2.a, above.
- STEP 2:** Enter the Rialto Baseline kWh/AF value determined under Paragraph 2.b, above.
- STEP 3:** Enter the metered volume of water pumped from CR-3 during the monthly billing period (“CR-3 AF”).
- STEP 4:** Enter the energy use values from the monthly SCE invoice.
- STEP 5:** Based on the numbers entered in Steps 1 through 4, Table H-1 automatically calculates the allocation of CR-3/CTP Energy Costs for each monthly SCE invoice.

## **II. Reconciliation of Paid and Projected Combined Remedies Energy Costs (Table H-2)**

1. In conjunction with the annual preparation of Table H-1, Rialto shall collect and input the data necessary to complete Table H-2. Table H-2 is used to reconcile the previous Water Year’s payments for energy costs associated with operation and maintenance of the Combined Remedies, on an annual basis and set the projected quarterly payments for the next Water Year, as follows:

- STEP 1:** Input monthly water production for each well.
- STEP 2:** Input monthly delivery of water to Rialto and Colton.
- STEP 3:** Table H-2 automatically calculates the annualized allocation of CR-3/CTP Energy Costs among the Parties based on the data in Table H-1.
- STEP 4:** Input percent of pumping at CR-3, Miro-2 and Miro-3 pumped for compliance with the Work Consent Decree and delivery to Colton (to be supplied by County/Emhart).
- STEP 5:** Input Colton's Baseline Lifting Cost (\$/AF) as determined pursuant to Exhibit G; Actual Miro-2 and Miro-3 Lifting Costs (\$/AF) as provided by County; and Actual EW-1 Lifting Cost (\$/AF) as provided by Emhart.
- STEP 6:** Input allocation between Emhart and County of Regional Board Remedy Driven Incremental Lifting Costs (CR-3)<sup>1</sup> as provided by County and Emhart.
- STEP 7:** Input Quarterly Payments made for past Water Year (i.e. the year for which energy costs are being reconciled). In the first Water Year, or any portion thereof, during which the Combined Remedies operate, the Parties shall use available information to estimate the projected quarterly payments.
2. Rialto shall circulate the draft Tables H-1 and H-2 to Emhart, County and Colton, along with the monthly energy bills used to generate the tables, for review by the Parties at the next monthly meeting.
  3. The Parties shall meet and confer at the monthly meeting following distribution of the draft Tables H-1 and H-2, and review the documents. Once Tables H-1 and H-2 are finalized and agreed to by the Parties, Rialto shall circulate the approved tables to the Parties, and each Party shall use

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<sup>1</sup> Regional Board Remedy Driven Incremental Lifting Costs (CR-3) represent the incremental costs that SCE bills Rialto for energy used to extract groundwater at CR-3 for the County to meet the remedial action objectives of the Regional Board Order. Emhart and the County allocate such costs between them pursuant to the County/Emhart Implementation Agreement.

the tables to invoice other Parties for net amounts estimated to be paid during the next Water Year in quarterly payments, as set forth in Table H-2, with the first payment reflecting a “true-up” credit or debit for the prior year per Exhibit H-2.

4. Payments shall be made quarterly on November 1, February 1, May 1, and August 1, or 60 days from receipt of an invoice for the amount due, whichever is later.

**Table H-1**

**Allocation of CR-3/CTP Energy Costs  
(Example)**



**Table H-1  
Allocation of CR-3/CTP Energy Costs  
(Example)**

Based on SCE August 14 - September 1, 2014 Bill to Rialto

<b>STEP 1</b>	Enter EQ Tank kWh/AF based on SCE testing	878	<i>This value changes <b>annually</b> based on SCE testing</i>	<i>Annual Input</i>
<b>STEP 2</b>	Enter Rialto Baseline kWh/AF	945	<i>This value changes <b>annually</b> based on SCE testing</i>	<i>Annual Input</i>
<b>STEP 3</b>	Enter CR-3 AF	89.8	<i>This value changes <b>monthly</b> based on CR-3 metered water flow measurements</i>	<i>Monthly Input</i>

<b>STEP 4</b>	Enter energy use from monthly SCE bill	Changes <b>monthly</b> based on SCE bill		
		kWh	Energy delivery charges	Generation Charges
				<i>Notes</i>
	<b>Charges Based on kWh</b>			
	<b>Delivery</b>			
	On peak	8,945	\$0.02188	\$0.09335
	Off peak	46,761	\$0.02188	\$0.06078
	Super Off Peak	18,452	\$0.02188	\$0.01768
	Off peak	39,827	\$0.02188	\$0.06085
	Super Off Peak	13,812	\$0.02188	\$0.02812
	Total	127,797		
	DWR Bond		\$0.00513	<i>Based on SCE metered total kWh</i>
	Customer Charge		\$ 193.26	
	Power factor Adj		\$ 73.44	
	Taxes		\$ 0.0003	<i>Based on SCE metered total kWh</i>
	Energy Credit		\$ (0.00037)	<i>Based on SCE metered total kWh</i>
	<b>Charges Based on kW</b>			
		kW		
	Facilities Demand	259	\$ 7.86	<i>kW Based on SCE monthly metering</i>
	On Peak	258	\$ 27.31	
	Ratio of peak days to billing cycle days		0.5625	<i>From SCE invoice showing count of peak demand days</i>

<b>STEP 5</b>	<b>Spreadsheet Calculation of Rialto Baseline energy use as percentage of total metered energy for billing period</b>	
	Rialto Baseline energy use	84,861
		<i>Rialto Baseline kWh/AF (from Step 2) X CR-3 AF (from Step 3)</i>
	Rialto Baseline energy use as percentage of total Metered Energy (Rialto %)	66.4%
		<i>Rialto Baseline energy use/Total kWh for billing period (from Step 4)</i>

<b>Spreadsheet Calculation of relative energy use by CR-3 pumping and CTP operation</b>		
kWh for CR-3 pumping (to EQ Tank)	78,844	<i>EQ Tank kWh/AF (from Step 1) X CR-3 AF (from Step 3)</i>
CR-3 pumping as percentage of total Metered Energy	61.7%	<i>kWh for CR-3 pumping/Total kWh for billing period (from Step 4)</i>
CTP operation as percentage of total Metered Energy (CTP %)	38.3%	<i>1 minus CR-3 pumping percentage</i>

EXAMPLE

**Principles for allocation of CR-3/CTP Energy Costs (non-peak, peak and kW-based charges)**

The formulas in this Table H-1 are based on the following principles. To the extent that these principles conflict with the provisions of Paragraph IV.F.2.d of the Agreement, the language of the Agreement shall control.

<b>Non-peak kWh Usage Charges (excludes charges above mid-peak rate)</b>		
<b>Principle</b>	<b><u>Allocation</u></b>	<b><u>Notes</u></b>
County/Emhart are responsible for the non-peak kWh attributable to the CTP	<u>CTP% (see step 5)</u>	<u>CTP% is percent of electricity used by CTP in that month (as a share of total kWh)</u>
Rialto is responsible for the kWh attributable to lifting CR3 Water (using the non-peak rates) to pipeline pressure	<u>Rialto% (see step 5)</u>	<u>Represents percent of electricity used that month (as a share of the total kWh) to lift water to the surface at CR3 to pipeline pressure</u>
County/Emhart are responsible for incremental lifting costs at CR3 at non-peak rates (which due to pumping into a reservoir rather than to pipeline pressure should be a credit)	<u>Balance (may be negative)</u>	<u>The amount of non-peak kWh charges remaining to be paid once CTP% and Rialto% are paid (non-peak charges)</u>
<b>Peak kWh Usage Charges (charges above mid-peak rates)</b>		
County/Emhart are responsible for the peak kWh (above mid-peak rates) attributable to the CTP	<u>CTP% (see step 5)</u>	<u>CTP% is percent of electricity used by CTP in that month (as a share of total kWh)</u>
Rialto not responsible for costs above mid-peak	<u>Zero percent</u>	
County/Emhart responsible for incremental lifting costs at CR3 (due to charges above mid-peak)	<u>Balance of Peak kWh usage charges</u>	<u>Peak charges remaining after CTP% is paid represent peak charges of lifting water at CR3</u>
<b>Charges Based on kW of equipment onsite (size of equipment at site)</b>		
County/Emhart are responsible for electrical delivery charges for the electrical equipment associated with the CTP	<u>CTP% (see step 5)</u>	<u>Percent of power used by CTP is a proxy for delivery charges</u>
Rialto is responsible for electrical delivery charges for the CR3 pump	<u>Balance</u>	<u>The amount of charges based on kW of equipment onsite remaining to be paid once CTP% is paid</u>

EXAMPLE

**SPREADSHEET ALLOCATION OF CR-3/CTP Energy Costs**

CR-3/CTP Energy Costs (populate automatically from Step 4 above)					CTP Operation (based on reservoir test) (County/Emhart pay)	Baseline Lifting Costs (based on pipeline pressure test) (Rialto pays)	Incremental Lifting Costs (County/Emhart pay)	<u>Notes</u>
<b>Source</b>	<b>DELIVERY CHARGES</b>	<b>kW</b>	<b>Rate</b>	<b>Charge</b>	38.3%	66%		<i>Does not add to 100% because pumping to reservoir is more efficient</i>
SCE Bill	Facilities rel Demand	259	\$7.86	\$2,035.74	\$779.79	\$1,255.95	\$0.00	<i>Allocate to treatment plant and Rialto only</i>
		<b>kWh</b>	<b>Rate</b>					
SCE Bill	On Peak	8945	\$0.02188	\$195.72	\$74.97	\$129.96	-\$9.21	<i>Standard Split</i>
SCE Bill	Mid Peak	46761	\$0.02188	\$1,023.13	\$391.91	\$679.39	-\$48.17	<i>Standard Split</i>
SCE Bill	Off Peak	18452	\$0.02188	\$403.73	\$154.65	\$268.09	-\$19.01	<i>Standard Split</i>
SCE Bill	On Peak	39827	\$0.02188	\$871.41	\$333.80	\$578.65	-\$41.03	<i>Standard Split</i>
SCE Bill	Mid Peak	13812	\$0.02188	\$302.21	\$115.76	\$200.67	-\$14.23	<i>Standard Split</i>
SCE Bill	DWR BOND	127797	\$0.00513	\$655.60	\$251.13	\$435.34	-\$30.87	<i>Standard Split</i>
SCE Bill	Customer Charge		\$193.26	\$193.26	\$74.03	\$128.33	-\$9.10	<i>Standard Split</i>
SCE Bill	Power factor Adj		\$73.44	\$73.44	\$28.13	\$48.77	-\$3.46	<i>Standard Split</i>
	<b>GENERATION CHARGES</b>							
	<b>SERVICE DEMAND</b>	<b>kW</b>	<b>Rate</b>					
SCE Bill	On Peak	258	\$27.31	\$3,963.36	\$1,518.17	\$0	\$2,445.20	<i>No peak charges to Rialto</i>
	<b>ENERGY DEMAND CHARGES</b>	<b>kWh</b>	<b>Rate</b>					
SCE Bill	Peak kWh at peak rate (from SCE bill)	8,945	\$0.09335	\$835.02				
Calculation	Peak kWh at mid-peak rate (breakdown of SCE Bill Value)	8,945	\$0.06078	\$543.68	\$208.26	\$361.02	-\$25.60	<i>Standard Split</i>
Calculation	Peak costs chageable to remedy (both CR-3 lifting and treatment plant)	8,945	\$0.03257	\$291.34	\$111.60	\$0.00	\$179.74	<i>Allocate to combined remedy -- none to Rialto</i>
SCE Bill	Off Peak	46,761	\$0.06078	\$2,842.13	\$1,088.68	\$1,887.26	-\$133.81	<i>Standard Split</i>
SCE Bill	Super Off Peak	18,452	\$0.01768	\$326.23	\$124.96	\$216.63	-\$15.36	<i>Standard Split</i>
SCE Bill	Off Peak	39,827	\$0.06085	\$2,423.47	\$928.31	\$1,609.26	-\$114.10	<i>Standard Split</i>
SCE Bill	Super Off Peak	13,812	\$0.02812	\$388.39	\$148.77	\$257.90	-\$18.29	<i>Standard Split</i>
	<b>OTHER</b>	<b>kWh</b>	<b>Rate</b>					
SCE Bill	Taxes	127797	\$0.00029	\$37.06	\$14.20	\$24.61	-\$1.74	<i>Standard Split</i>
SCE Bill	Energy Credit	127797	-\$0.00037	-\$47.28	-\$18.11	-\$31.40	\$2.23	<i>Standard Split</i>
<b>TOTAL</b>				<b>\$16,522.62</b>	<b>\$6,328.99</b>	<b>\$8,050.42</b>	<b>\$2,143.22</b>	
				<b>100%</b>	<b>38.3%</b>	<b>48.7%</b>	<b>13.0%</b>	

EXAMPLE

**Table H-1**

**Allocation of CR-3/CTP Energy Costs  
(Excel Spreadsheet Formulas)**

	A	B	C	D	E	F	G
1	<b>Table H-1</b>						
2	<b>Allocation of CR-3/CTP Energy Costs</b>						
3	<b>(Excel Spreadsheet Formulas)</b>						
4	<b>Based on SCE August 14 - September 1, 2014 Bill to Rialto</b>						
5							
6	<b>STEP 1</b>	Enter EQ Tank kWh/AF based on SCE testing		<i>This value changes <b>annually</b> based on SCE testing</i>			<i>Annual Input</i>
7							
8	<b>STEP 2</b>	Enter Rialto Baseline kWh/AF		<i>This value changes <b>annually</b> based on SCE testing</i>			<i>Annual Input</i>
9							
10	<b>STEP 3</b>	Enter CR-3 AF		<i>This value changes <b>monthly</b> based on CR-3 metered water flow measurements</i>			<i>Monthly Input</i>
11							
12	<b>STEP 4</b>	Enter energy use from monthly SCE bill	Changes <b>monthly</b> based on SCE bill				
13			kWh	Energy delivery charges	Generation Charges	<u>Notes</u>	
14		<b>Charges Based on kWh</b>					
15		<b>Delivery</b>					
16		On peak					
17		Off peak					
18		Super Off Peak					
19		Off peak					
20		Super Off Peak					
21		Total	SUM(C15:C19)				
22		DWR Bond					<i>Based on SCE metered total kWh</i>
23		Customer Charge					
24		Power factor Adj					
25		Taxes					<i>Based on SCE metered total kWh</i>
26		Energy Credit					<i>Based on SCE metered total kWh</i>
27		<b>Charges Based on kW</b>					
28			kW				
29		Facilities Demand					<i>kW Based on SCE monthly metering</i>
30		On Peak					
34		Ratio of peak days to billing cycle days					<i>From SCE invoice showing count of peak demand days</i>
35							
36							
37	<b>STEP 5</b>	<b>Spreadsheet Calculation of Rialto Baseline energy use as percentage of total metered energy for billing period</b>					
38		Rialto Baseline energy use	=C7*C9	<i>Rialto Baseline kWh/AF (from Step 2) X CR-3 AF (from Step 3)</i>			
39		Rialto Baseline energy use as percentage of total Metered Energy (Rialto %)	=C37/C20	<i>Rialto Baseline energy use/Total kWh for billing period (from Step 4)</i>			
40							
41		<b>Spreadsheet Calculation of relative energy use by CR-3 pumping and CTP operation</b>					
42		kWh for CR-3 pumping (to EQ Tank)	=C5*C9	<i>EQ Tank kWh/AF (from Step 1) X CR-3 AF (from Step 3)</i>			
43		CR-3 pumping as percentage of total Metered Energy	=C41/C20	<i>kWh for CR-3 pumping/Total kWh for billing period (from Step 4)</i>			
44		CTP operation as percentage of total Metered Energy (CTP %)	=1-C42	<i>1 minus CR-3 pumping percentage</i>			

	A	B	C	D	E	F	G	H	I
45		<b>Principles for allocation of CR-3/CTP Energy Costs (non-peak, peak and kW-based charges)</b>							
46		<b>Principles for allocation of CR-3/CTP Energy Costs (non-peak, peak and kW-based charges)</b>							
47		The formulas in this Table H-1 are based on the following principles. To the extent that these principles conflict with the provisions of Paragraph IV.F.2.d of the Agreement, the language of the Agreement shall control.							
48		<b>Non-peak kWh Usage Charges (excludes charges above mid-peak rate)</b>							
49		<b>Principle</b>	<b><u>Allocation</u></b>				<b><u>Notes</u></b>		
50		County/Emhart are responsible for the non-peak kWh attributable to the CTP	<u>CTP% (see step 5)</u>				<u>CTP% is percent of electricity used by CTP in that month (as a share of total kWh)</u>		
51		Rialto is responsible for the kWh attributable to lifting CR3 Water (using the non-peak rates) to pipeline pressure	<u>Rialto% (see step 5)</u>				<u>Represents percent of electricity used that month (as a share of the total kWh) to lift water to the surface at CR3 to pipeline pressure</u>		
52		County/Emhart are responsible for incremental lifting costs at CR3 at non-peak rates (which due to pumping into a reservoir rather than to pipeline pressure should be a credit)	<u>Balance (may be negative)</u>				<u>The amount of non-peak kWh charges remaining to be paid once CTP% and Rialto% are paid (non-peak charges)</u>		
53		<b>Peak kWh Usage Charges (charges above mid-peak rates)</b>							
54		County/Emhart are responsible for the peak kWh (above mid-peak rates) attributable to the CTP	<u>CTP% (see step 5)</u>				<u>CTP% is percent of electricity used by CTP in that month (as a share of total kWh)</u>		
55		Rialto not responsible for costs above mid-peak	<u>Zero percent</u>						
56		County/Emhart responsible for incremental lifting costs at CR3 (due to charges above mid-peak)	<u>Balance of Peak kWh usage charges</u>				<u>Peak charges remaining after CTP% is paid represent peak charges of lifting water at CR3</u>		
57		<b>Charges Based on kW of equipment onsite (size of equipment at site)</b>							
58		County/Emhart are responsible for electrical delivery charges for the electrical equipment associated with the CTP	<u>CTP% (see step 5)</u>				<u>Percent of power used by CTP is a proxy for delivery charges</u>		
59		Rialto is responsible for electrical delivery charges for the CR3 pump	<u>Balance</u>				<u>The amount of charges based on kW of equipment onsite remaining to be paid once CTP% is paid</u>		
60									
61									

	A	B	C	D	E	F	G	H	I	
62	<b>SPREADSHEET ALLOCATION OF CR-3/CTP Energy Costs</b>									
63	<b>CR-3/CTP Energy Costs (populate automatically from Step 4 above)</b>					<b>CTP Operation (based on reservoir test) (County/Emhart pay)</b>	<b>Baseline Lifting Costs (based on pipeline pressure test) (Rialto pays)</b>	<b>Incremental Lifting Costs (County/Emhart pay)</b>	<b>Notes</b>	
64	<b>Source</b>	<b>DELIVERY CHARGES</b>	<b>kW</b>	<b>Rate</b>	<b>Charge</b>	=C43	=C38		<i>Does not add to 100% because pumping to reservoir is more efficient</i>	
65	SCE Bill	Facilities rel Demand	=C28	=D28	=D64*C64	=E64*F63	=E64-F64	=E64-(F64+G64)	<i>Allocate to treatment plant and Rialto only</i>	
66			<b>kWh</b>	<b>Rate</b>						
67	SCE Bill	On Peak	=C15	=D15	=D66*C66	=E66*F\$63	=E66*G\$63	=E66-G66-F66	<i>Standard Split</i>	
68	SCE Bill	Mid Peak	=C16	=D16	=D67*C67	=E67*F\$63	=E67*G\$63	=E67-G67-F67	<i>Standard Split</i>	
69	SCE Bill	Off Peak	=C17	=D17	=D68*C68	=E68*F\$63	=E68*G\$63	=E68-G68-F68	<i>Standard Split</i>	
70	SCE Bill	On Peak	=C18	=D18	=D69*C69	=E69*F\$63	=E69*G\$63	=E69-G69-F69	<i>Standard Split</i>	
71	SCE Bill	Mid Peak	=C19	=D19	=D70*C70	=E70*F\$63	=E70*G\$63	=E70-G70-F70	<i>Standard Split</i>	
72	SCE Bill	DWR BOND	=C20	=D\$21	=D71*C71	=E71*F\$63	=E71*G\$63	=E71-G71-F71	<i>Standard Split</i>	
73	SCE Bill	Customer Charge		=D\$22	=D72	=E72*F\$63	=E72*G\$63	=E72-G72-F72	<i>Standard Split</i>	
74	SCE Bill	Power factor Adj		=D\$23	=D73	=E73*F\$63	=E73*G\$63	=E73-G73-F73	<i>Standard Split</i>	
75		<b>GENERATION CHARGES</b>								
76		<b>SERVICE DEMAND</b>	<b>kW</b>	<b>Rate</b>						
77	SCE Bill	On Peak	=C29	=D29	=D76*C76*(D33)	=E76*F\$63	\$0	=E76-F76	<i>No peak charges to Rialto</i>	
81		<b>ENERGY DEMAND CHARGES</b>	<b>kWh</b>	<b>Rate</b>						
82	SCE Bill	Peak kWh at peak rate (from SCE bill)	=C15	=E15	=D81*C81					
83	Calculation	Peak kWh at mid-peak rate (breakdown of SCE Bill Value)	=C15	=E16	=D82*C82	=E82*F\$63	=E82*G\$63	=E82-G82-F82	<i>Standard Split</i>	
84	Calculation	Peak costs chageable to remedy (both CR-3 lifting and treatment plant)	=C82	=D81-D82	=D83*C83	=E83*F\$63	\$0.00	=E83-F83	<i>Allocate to combined remedy -- none to Rialto</i>	
85	SCE Bill	Off Peak	=C16	=E16	=C84*D84	=E84*F\$63	=E84*G\$63	=E84-G84-F84	<i>Standard Split</i>	
86	SCE Bill	Super Off Peak	=C17	=E17	=C85*D85	=E85*F\$63	=E85*G\$63	=E85-G85-F85	<i>Standard Split</i>	
87	SCE Bill	Off Peak	=C18	=E18	=C86*D86	=E86*F\$63	=E86*G\$63	=E86-G86-F86	<i>Standard Split</i>	
88	SCE Bill	Super Off Peak	=C19	=E19	=C87*D87	=E87*F\$63	=E87*G\$63	=E87-G87-F87	<i>Standard Split</i>	
89										
90		<b>OTHER</b>	<b>kWh</b>	<b>Rate</b>						
91	SCE Bill	Taxes	=C20	=D24	=C90*D90	=E90*F\$63	=E90*G\$63	=E90-G90-F90	<i>Standard Split</i>	
92	SCE Bill	Energy Credit	=C20	=D25	=C91*D91	=E91*F\$63	=E91*G\$63	=E91-G91-F91	<i>Standard Split</i>	
93	<b>TOTAL</b>					=SUM(E64:E90)-E81+E91	=SUM(F64:F91)	=SUM(G64:G91)	=SUM(H64:H91)	
94						=E92/\$E92	=F92/E92	=G92/E92	=H92/E92	

**Table H-2**

**Reconciliation of Paid and Projected Combined Remedies Energy Costs  
(Example)**



**Table H-2  
Reconciliation of Paid and Projected Combined Remedies Energy Costs  
(Example)**

**Step 1: Input monthly water production (acre feet) for each well (from Operator/Rialto water flow meter readings)**

Production Well	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)	\$ Per AF	Total Cost of Pumping Water (by well)	Source of \$ per AF value	Initial Payee
CR-3	102	102	102	102	102	101	101	100	100	100	100	100	1212	\$101	\$122,324	Exhibit H	Rialto
Miro 2	0	0	0	0	0	0	0	15	15	15	15	15	75	\$105	\$7,875	From County	County
Miro 3	0	0	0	0	0	0	0	100	100	100	100	100	500	\$105	\$52,500	From County	County
EW-1	220	220	220	220	220	220	220	220	220	220	220	220	2640	\$150	\$396,000	From Emhart	Emhart
Total	322	322	322	322	322	321	321	435	435	435	435	435	4427				

**Step 2: Input monthly water delivery (acre feet) to Rialto and Colton (from Operator/Rialto water flow meter readings)**

	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)
Delivery to Rialto	56	56	56	56	56	55	55	240	240	240	240	240	1590
Delivery to Colton	266	266	266	266	266	266	266	195	195	195	195	195	2837
Total	322	322	322	322	322	321	321	435	435	435	435	435	4427

*Blue Italic Text means that delivery to Cities does not match output from CTP*

**Step 3: Monthly allocation of CR-3 Lifting Costs and Combined Treatment Plant Energy Costs (from Exhibit H-1 output)**

	October	November	December	January	February	March	April	May	June	July	August	September	Total (\$)	Per AF
Rialto base lifting costs (CR-3)	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$96,605	\$80
Remedy-driven incremental lifting costs (CR-3)	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$2,143	\$25,719	\$21
CTP energy costs	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$6,329	\$75,948	\$17

*Red value for AF cost of Incremental CR-3 means no CR-3 lifting occurred so value should be entered manually.*

**Step 4: Input Pumping at County Wells Required By EPA Remedy Delivered to Colton (%) (based County/Emhart IA)**

CR-3	0%
Miro-2	0%
Miro-3	0%

**Step 5: Input Lifting Costs (\$/AF)**

Lifting Cost		Notes	
Colton's Baseline Lifting Cost	\$125	<u>Exhibit G (should not change too often)</u>	<u>This is made up for this example.</u>
Rialto's Baseline Lifting Cost (CR-3)	\$80	<u>Calculated in Step 3</u>	<u>This is made up for this example.</u>
Actual Miro-2 Lifting Cost	\$105	<u>County to provide annual averages.</u>	<u>Not important unless Emhart is using part of Miro wells for its remedy.</u>
Actual Miro-3 Lifting Cost	\$105		
Actual EW-1 Lifting Cost	\$150	<u>Emhart to provide annual averages</u>	<u>This is made up for this example.</u>

**Step 6: Input allocation of Regional Board Remedy-Driven Incremental Lifting Costs (CR-3) (from County/Emhart IA)**

County Share of Regional Board Remedy CR-3 Pumping	80%
Emhart Share of Regional Board Remedy CR-3 Pumping	20%

EXAMPLE

TABLE 1: ANNUALIZED WATER ALLOCATION										Notes
	EW1 (AF)	CR-3 (AF)	Miro 2 (AF)	Miro 3 (AF)	Total (AF)	For Colton (AF)	Percent to Colton	For Rialto (AF)	Percent to Rialto	
Pumping for Emhart Remedy	2640	0	0	0	2640	2640	100%	0	0%	<i>Colton gets all water pumped for Emhart remedy on an annual basis</i>
Pumping for County Remedy	0	1212	75	500	1787	197	11%	1590	89%	<i>Colton gets from County the delta between water delivered Colton minus what Emhart pumped that water year. Rialto gets all water not delivered to Colton.</i>
<b>Total</b>	2640	1212	75	500	4427	2837	64%	1590	36%	

**TABLE 2: CALCULATION OF LIFTING COST ALLOCATION (excludes electrical from Treatment Plant, addressed separately below)**

Description	Cash flow	AF	Base Cost	Total Cost	Cost note	To Rialto	To County	To Emhart	to Colton
Total Emhart Remedy Pumping (delivered to Colton)	Colton pays Emhart	2640	\$125	\$330,000	<i>Colton Base Lifting Costs</i>			\$330,000	(\$330,000)
Total County Remedy Pumping that was Delivered to Colton	Colton pays County	197	\$125	\$24,625			\$24,625		(\$24,625)
County Remedy Pumping at CR-3 that was Delivered to Colton	County pays Rialto	134	\$80	\$10,650	<i>From Exhibit H -- Rialto Base CR-3 Lifting Costs (annual average)</i>	\$10,650	(\$10,650)		
Emhart Remedy Pumping at CR-3 that was delivered to Colton	Emhart pays Rialto	0	\$101	\$0		\$0		\$0	
County Remedy Pumping at Miro 2 and Miro 3 that was delivered to Rialto	Rialto Pays County	512	\$80	\$40,779		(\$40,779)	\$40,779		
County share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	County pays Rialto	1212	\$17	\$20,575	<i>80% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)</i>	\$20,575	(\$20,575)		
Emhart Share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	Emhart pays Rialto	1212	\$4	\$5,144	<i>20% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)</i>	\$5,144		(\$5,144)	
Emhart Remedy Pumping at Miro 2 and Miro 3 (delivered to Colton)	Emhart to County	0	\$105	\$0	<i>Actual lifting costs at Miro 2/3 (County to provide if needed)</i>		\$0	\$0	

EXAMPLE

TABLE 3: ALLOCATION OF TREATMENT PLANT ELECTRICAL COSTS			
	Percent	Annual Amount	<u>Notes</u>
County Share of CTP Energy Costs	35%	\$26,499	<u>Per County Emhart Allocation Agreement (County share is 80% of CR-3 flow+ 100% of Miro 2 and Miro 3) (first 2 years)</u>
Emhart Share of CTP Energy Costs	65%	\$49,449	<u>Per County Emhart Allocation Agreement (Emhart share is 20% of CR-3 flow plus 100% of EW1 Share)(first 2 years)</u>
<b>Total</b>		\$75,948	

TABLE 4: COMBINED REMEDY SHARE OF ELECTRICAL AT CR-3 METER (CR-3 INCREMENTAL PLUS CTP)			
	To Rialto	County Share	Emhart Share
Remedy-drive Incremental lifting at CR-3	\$25,719	\$20,575	\$5,144
CTP energy costs	\$75,948	\$26,499	\$49,449
<b>Total</b>	\$101,666	\$47,073	\$54,593

TABLE 5: END OF YEAR WATER SUMMARY (Annual Total Based on Water and Treatment Plant Use)				
	To Rialto	To Emhart	To County	<u>Notes</u>
County Owes	\$57,723	NA	NA	<u>County pays to Rialto its share of CTP Energy, its share of remedy-driven incremental at CR-3, and for CR-3 water delivered to Colton</u>
Colton Owes	NA	\$330,000	\$24,625	<u>Colton pays its base lifting costs * AF of water received (to Emhart or County)</u>
Rialto Owes	NA	NA	\$40,779	<u>Rialto pays its lifting costs for water it receives from Miro 2 and Miro 3</u>
Emhart Owes	\$54,593	NA	\$0	<u>Emhart pays to Rialto, its share of CTP Energy, its share of remedy-driven incremental at CR-3, its share of CR-3 pumped for Emhart remedy; Emhart pays to County for Miro 2 and Miro 3 water Emhart delivers to Colton (if any)</u>

**Step 7: Annual Energy Cost Reconciliation**

	Previous Water Year Payments				Reconciliation and Estimated Next Water Year Payments			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Previous Water Year Payments	Actual Allocated Cost	Balance Due	Estimated Quarterly Payments for Next Water Year
County to Rialto	\$9,500	\$9,500	\$9,500	\$9,500	\$38,000	\$16,944	(\$21,056)	\$4,236
Colton to Emhart	\$84,200	\$84,200	\$84,200	\$84,200	\$336,800	\$330,000	(\$6,800)	\$82,500
Colton to County	\$4,200	\$4,200	\$4,200	\$4,200	\$16,800	\$24,625	\$7,825	\$6,156
Emhart to Rialto	\$29,000	\$29,000	\$29,000	\$29,000	\$116,000	\$54,593	(\$61,407)	\$13,648
Emhart to County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Explanatory Notes</u>						<u>Use this Column to determine Annual Payments for next Water Year</u>	<u>Negative value means payee writes a check to payor. Can handle as credit on first quarterly payment</u>	<u>Current Year Actual divided by 4</u>

EXAMPLE

**Table H-2**

**Reconciliation of Paid and Projected Combined Remedies Energy Costs  
(Excel Spreadsheet Formulas)**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	<b>Table H-2</b>																	
2	<b>Reconciliation of Paid and Projected Combined Remedies Energy Costs</b>																	
3	<b>(Excel Spreadsheet Formulas)</b>																	
4																		
5	<b>Step 1: Input monthly water production (acre feet) for each well (from Operator/Rialto water flow meter readings)</b>																	
6	Production Well	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)	\$ Per AF	Total Cost of Pumping Water (by well)	Source of \$ per AF value	Initial Payee
7	CR-3													=SUM(B7:M7)	=O23+O22	=O7*N7	Exhibit H	Rialto
8	Miro 2													=SUM(B8:M8)	=B35	=O8*N8	From County	County
9	Miro 3													=SUM(B9:M9)	=B36	=O9*N9	From County	County
10	EW-1													=SUM(B10:M10)	=B37	=O10*N10	From Emhart	Emhart
11	Total	=SUM(B7:B10)	=SUM(C7:C10)	=SUM(D7:D10)	=SUM(E7:E10)	=SUM(F7:F10)	=SUM(G7:G10)	=SUM(H7:H10)	=SUM(I7:I10)	=SUM(J7:J10)	=SUM(K7:K10)	=SUM(L7:L10)	=SUM(M7:M10)	=SUM(N7:N10)				
12																		
13	<b>Step 2: Input monthly water delivery (acre feet) to Rialto and Colton (from Operator/Rialto water flow meter readings)</b>																	
14		October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)				
15	Delivery to Rialto													=SUM(B15:M15)				
16	Delivery to Colton													=SUM(B16:M16)				
17	Total	=SUM(B15:B16)	=SUM(C15:C16)	=SUM(D15:D16)	=SUM(E15:E16)	=SUM(F15:F16)	=SUM(G15:G16)	=SUM(H15:H16)	=SUM(I15:I16)	=SUM(J15:J16)	=SUM(K15:K16)	=SUM(L15:L16)	=SUM(M15:M16)	=SUM(N15:N16)				
18	<i>Blue Italic Text means that delivery to Cities does not match output from CTP</i>																	
19																		
20	<b>Step 3: Monthly allocation of CR-3 Lifting Costs and Combined Treatment Plant Energy Costs (from Exhibit H-1 output)</b>																	
21		October	November	December	January	February	March	April	May	June	July	August	September	Total (\$)	Per AF			
22	Rialto base lifting costs (CR-3)	=Table H-1 OCT!\$G\$92	=Table H-1 NOV!\$G\$92	=Table H-1 DEC!\$G\$92	=Table H-1 JAN!\$G\$92	=Table H-1 FEB!\$G\$92	=Table H-1 MAR!\$G\$92	=Table H-1 APR!\$G\$92	=Table H-1 MAY!\$G\$92	=Table H-1 JUN!\$G\$92	=Table H-1 JUL!\$G\$92	=Table H-1 AUG!\$G\$92	=Table H-1 SEP!\$G\$92	=SUM(B22:M22)	=IF(N7=0,O8,N22/N7)			
23	Remedy-driven incremental lifting costs (CR-3)	=Table H-1 OCT!\$H\$92	=Table H-1 NOV!\$H\$92	=Table H-1 DEC!\$H\$92	=Table H-1 JAN!\$H\$92	=Table H-1 FEB!\$H\$92	=Table H-1 MAR!\$H\$92	=Table H-1 APR!\$H\$92	=Table H-1 MAY!\$H\$92	=Table H-1 JUN!\$H\$92	=Table H-1 JUL!\$H\$92	=Table H-1 AUG!\$H\$92	=Table H-1 SEP!\$H\$92	=SUM(B23:M23)	=IF(N7=0,O,N23/N7)			
24	CTP energy costs	=Table H-1 OCT!\$F\$92	=Table H-1 NOV!\$F\$92	=Table H-1 DEC!\$F\$92	=Table H-1 JAN!\$F\$92	=Table H-1 FEB!\$F\$92	=Table H-1 MAR!\$F\$92	=Table H-1 APR!\$F\$92	=Table H-1 MAY!\$F\$92	=Table H-1 JUN!\$F\$92	=Table H-1 JUL!\$F\$92	=Table H-1 AUG!\$F\$92	=Table H-1 SEP!\$F\$92	=SUM(B24:M24)	=N24/N11			
25	<i>Red value for AF cost of Incremental CR-3 means no CR-3 lifting occurred so value should be entered manually.</i>																	

	A	B	C	D	E	F	G	H
26	<b>Step 4: Input Pumping at County Wells Required By EPA Remedy Delivered to Colton (%) (based County/Emhart IA)</b>							
27	CR-3							
28	Miro-2							
29	Miro-3							
30								
31	<b>Step 5: Input Lifting Costs (\$/AF)</b>							
32	<b>Lifting Cost</b>		<b>Notes</b>					
33	Colton's Baseline Lifting Cost		<i>Exhibit G (should not change too often)</i>	<i>This is made up for this example.</i>				
34	Rialto's Baseline Lifting Cost (CR-3)	=022	<i>Calculated in Step 3</i>	<i>This is made up for this example.</i>				
35	Actual Miro-2 Lifting Cost		<i>County to provide annual averages.</i>	<i>Not important unless Emhart is using part of Miro wells for its remedy.</i>				
36	Actual Miro-3 Lifting Cost							
37	Actual EW-1 Lifting Cost		<i>Emhart to provide annual averages</i>	<i>This is made up for this example.</i>				
38								
39	<b>Step 6: Input allocation of Regional Board Remedy-Driven Incremental Lifting Costs (CR-3) (from County/Emhart IA)</b>							
40	County Share of Regional Board Remedy CR-3 Pumping							
41	Emhart Share of Regional Board Remedy CR-3 Pumping	=1-B40						



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
42	<b>TABLE 1: ANNUALIZED WATER ALLOCATION</b>										<u>Notes</u>				
43		<b>EW1 (AF)</b>	<b>CR-3 (AF)</b>	<b>Miro 2 (AF)</b>	<b>Miro 3 (AF)</b>	<b>Total (AF)</b>	<b>For Colton (AF)</b>	<b>Percent to Colton</b>	<b>For Rialto (AF)</b>	<b>Percent to Rialto</b>					
44	Pumping for Emhart Remedy	=N10	=N7*B27	=N8*B28	=N9*B29	=SUM(B44:E44)	=F44	=G44/F44	0	=I44/H44	<i>Colton gets all water pumped for Emhart remedy on an annual basis</i>				
45	Pumping for County Remedy	0	=N7-C44	=N8-D44	=N9-E44	=SUM(B45:E45)	=N16-G44	=G45/F45	=F45-G45	=I45/F45	<i>Colton gets from County the delta between water delivered Colton minus what Emhart pumped that water year. Rialto gets all water not delivered to Colton.</i>				
46	<b>Total</b>	=SUM(B44:B45)	=SUM(C44:C45)	=SUM(D44:D45)	=SUM(E44:E45)	=SUM(F44:F45)	=SUM(G44:G45)	=G46/F46	=SUM(I44:I45)	=I46/F46					

	<b>TABLE 2: CALCULATION OF LIFTING COST ALLOCATION (excludes electrical from Treatment Plant, addressed separately below)</b>														
	Description	Cash flow	AF	Base Cost	Total Cost	Cost note	To Rialto	To County	To Emhart	to Colton					
50	Total Emhart Remedy Pumping (delivered to Colton)	Colton pays Emhart	=F44	=\$B\$33	=D50*C50	<u>Colton Base Lifting Costs</u>			=E50	=0-E50					
51	Total County Remedy Pumping that was Delivered to Colton	Colton pays County	=G45	=\$B\$33	=D51*C51			=E51		=0-E51					
52	County Remedy Pumping at CR-3 that was Delivered to Colton	County pays Rialto	=C45*H45	=\$O\$22	=D52*C52	<u>From Exhibit H -- Rialto Base CR-3 Lifting Costs (annual average)</u>	=E52	=0-E52							
53	Emhart Remedy Pumping at CR-3 that was delivered to Colton	Emhart pays Rialto	=C44	=\$O\$22+\$O\$23	=D53*C53		=E53		=0-E53						
54	County Remedy Pumping at Miro 2 and Miro 3 that was delivered to Rialto	Rialto Pays County	=(D45+E45)*(1-H45)	=\$O\$22	=D54*C54		=0-E54	=E54							
55	County share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	County pays Rialto	=C45	=O23*B40	=D55*C55	<u>80% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)</u>	=E55	=0-E55							
56	Emhart Share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	Emhart pays Rialto	=C45	=O23*B41	=D56*C56	<u>20% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)</u>	=E56		=0-E56						
57	Emhart Remedy Pumping at Miro 2 and Miro 3 (delivered to Colton)	Emhart to County	=D44+E44	=B35	=D57*C57	<u>Actual lifting costs at Miro 2/3 (County to provide if needed)</u>		=E57	=0-E57						

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
59	<b>TABLE 3: ALLOCATION OF TREATMENT PLANT ELECTRICAL COSTS</b>				<b>TABLE 4: COMBINED REMEDY SHARE OF ELECTRICAL AT CR-3 METER (CR-3 INCREMENTAL PLUS CTP)</b>										
60		Percent	Annual Amount	<u>Notes</u>				To Rialto	County Share	Emhart Share					
61	County Share of CTP Energy Costs	= $(B40 * C45 + D45 + E45) / F46$	= $B61 * N\$24$	<u>Per County Emhart Allocation Agreement (County share is 80% of CR-3 flow+ 100% of Miro 2 and Miro 3) (first 2 years)</u>			Remedy-drive Incremental lifting at CR-3	= $SUM(N23)$	= $H61 * B40$	= $H61 * B41$					
62	Emhart Share of CTP Energy Costs	= $1 - B61$	= $B62 * N\$24$	<u>Per County Emhart Allocation Agreement (Emhart share is 20% of CR-3 flow plus 100% of EW1 Share) (first 2 years)</u>			CTP energy costs	= $C63$	= $C61$	= $C62$					
63	<b>Total</b>		= $SUM(C61:C62)$				<b>Total</b>	= $SUM(H61:H62)$	= $SUM(I61:I62)$	= $SUM(J61:J62)$					
64															
65															
66															
67	<b>TABLE 5: END OF YEAR WATER SUMMARY (Annual Total Based on Water and Treatment Plant Use)</b>														
68		<b>To Rialto</b>	<b>To Emhart</b>	<b>To County</b>	<u>Notes</u>										
69	County Owes	= $H52 + H55 + C61$	NA	NA	<u>County pays to Rialto its share of CTP Energy, its share of remedy-driven incremental at CR-3, and for CR-3 water delivered to Colton</u>										
70	Colton Owes	NA	= $J50$	= $I51$	<u>Colton pays its base lifting costs * AF of water received (to Emhart or County)</u>										
71	Rialto Owes	NA	NA	= $I54$	<u>Rialto pays its lifting costs for water it receives from Miro 2 and Miro 3</u>										
72	Emhart Owes	= $C62 + H56 + H53$	NA	= $I57$	<u>Emhart pays to Rialto, its share of CTP Energy, its share of remedy-driven incremental at CR-3, its share of CR-3 pumped for Emhart remedy; Emhart pays to County for Miro 2 and Miro 3 water Emhart delivers to Colton (if any)</u>										
73															

	A	B	C	D	E	F	G	H	I
74	<b>Step 7: Annual Energy Cost Reconciliation</b>								
75		Previous Water Year Payments				Reconciliation and Estimated Next Water Year Payments			
76		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Previous Water Year Payments	Actual Allocated Cost	Balance Due	Estimated Quarterly Payments for Next Water Year
77	County to Rialto					=SUM(B77:E77)	=B69-D71	=G77-F77	=G77/4
78	Colton to Emhart					=SUM(B78:E78)	=J50	=G78-F78	=G78/4
79	Colton to County					=SUM(B79:E79)	=I51	=G79-F79	=G79/4
80	Emhart to Rialto					=SUM(B80:E80)	=B72	=G80-F80	=G80/4
81	Emhart to County					=SUM(B81:E81)	=D72	=G81-F81	=G81/4
82	<u>Explanatory Notes</u>						<u>Use this Column to determine Annual Payments for next Water Year</u>	<u>Negative value means payee writes a check to payor. Can handle as credit on first quarterly payment</u>	<u>Current Year Actual divided by 4</u>

**Exhibit I**

**Water Management Plan  
(Example)**

# EXHIBIT I - COMBINED REMEDIES ANNUAL WATER MANAGEMENT PLAN

## Step 1: Input Planned Combined Remedies Output

PLANNED COMBINED REMEDIES OUTPUT									
Month	Emhart Pumping <sup>1,2</sup>			County Pumping <sup>2,3</sup>				Combined Remedies Total	
	EW-1 (gpm)	Possible EW-2 (gpm)	Emhart Total (AF) <sup>3</sup>	RIALTO-3 (gpm)	Miro-2 (gpm)	Miro-3 (gpm)	County Total (AF)	(gpm)	(AF)
<i>Winter Months</i>									
October	1635		220	800			108	2435	328
November	1635		220	800			108	2435	328
December	1635		220	800			108	2435	328
January	1635		220	800			108	2435	328
February	1635		220	800			108	2435	328
March	1635		220	800			108	2435	328
April	1635		220	800			108	2435	328
<i>Summer Months</i>									
May	1635		220	1540			207	3175	427
June	1635		220	1540			207	3175	427
July	1635		220	1540			207	3175	427
August	1635		220	1540			207	3175	427
September	1635		220	1530			206	3165	426
<b>Annual Total</b>			<b>2639</b>				<b>1788</b>		<b>4427</b>
<b>Annual Average</b>	<b>1635</b>		<b>220</b>	<b>1108</b>			<b>149</b>	<b>2743</b>	<b>369</b>

EXAMPLE

*Red Box means that treatment plant production exceeds ability to deliver water to Colton*

*Red Box means that treatment plant production exceeds available water rights*

Notes

- 1 Emhart pumping not to exceed "Current Rights Available to Emhart" identified below.
- 2 Emhart pumping may in the future include a portion of other extraction wells, such as Rialto-3. In that instance, table can be modified as appropriate.
- 3 County pumping not to exceed "Current Rights Available to County" identified below.
- 4 County pumping may in the future include other wells. In that instance, table can be modified as appropriate.
- 5 1 gpm = 0.134506281 Acre Feet per Month

**Step 2: Input Available Water Rights**

AVAILABLE RIALTO AND COLTON WATER RIGHTS (AF)							
City	Rights per 1961 Decree	Current Required % Reduction per 1961 Decree (cannot be greater than 50%)	Current Rights Per 1961 Decree (AF)	Rialto Rights Unavailable to Rialto due to Standby Agreement	Current Rights Available to Emhart (AF) [Accounting for 200 AF agreement between Colton and County]	Current Rights Available to County (AF)	Combined Remedy Rights Available for Treatment Plant (AF)
Rialto	4366	27%	3187	1600	0	1587	1587
Colton	3900	27%	2847	NA	2647	200	2847
Total	8266		6034		2647	1787	4434

**Step 3: Input Colton Monthly Minimum Needs and Maximum Capacity to Accept Water from the Combined Remedies**

COLTON WATER BUDGET (AF)			
Month	Minimum Water Needs	Maximum Capacity of Colton to Accept Water	
October	115	300	Text is red if value exceeds water delivery capacity to Colton
November	115	300	
December	115	300	
January	115	300	
February	115	300	
March	115	300	
April	115	300	
May	196	400	
June	196	400	
July	196	400	
August	196	400	
September	196	400	
TOTAL*	1785		Box is red if minimum water needs exceed Colton Water Rights

\* Not to exceed Colton Water Rights

**Step 4: Input Monthly Maximum Operational Flow Rate for Delivery of Water to Rialto and Colton**

	Maximum Operational Flow Rate (gpm)	Maximum Volume of Water Deliverable to Colton (AF)	Upper Limit for Delivery of Water to Colton* (AF)
October	2040	274	274
November	2040	274	274
December	2040	274	274
January	2040	274	274
February	2040	274	274
March	2040	274	274
April	2040	274	274
May	2040	274	274
June	2040	274	274
July	2040	274	274
August	2040	274	274
September	2040	274	274
Total	2040	3293	

\* Lesser of Maximum Capacity of Colton to Accept Water (Step 3, Column C) and Maximum Volume of Water Deliverable to Colton (Step 4, Column C)

Maximum Water Deliverable to Rialto Per Month (AF)	(gpm)	(AF)
	4000	538

**Step 5: Input Rialto Month-by-Month Minimum Needs**

RIALTO WATER BUDGET	
Month	Minimum Water Needs (AF)
October	75
November	75
December	75
January	75
February	75
March	75
April	75
May	200
June	200
July	200
August	200
September	200
Total*	1525

*Box is red if minimum water needs exceed Rialto Water Rights*

*\* Not to exceed Rialto Water Rights*

**Step 6: Parties meet and confer to determine if they can agree upon maximum prioritized delivery of water to Colton in winter months (Table 1) or must revert to default water delivery schedule (Table 2)**

For Table 1					
Calculation of Maximum Monthly Delivery to Colton in Winter (to ensure Colton can receive its minimum needs in the summer)					
Colton Water Rights	Minimum Summer Needs (sum of minimum for each summer month)	Water Rights Available in Winter Months (rights minus summer minimum needs)	Maximum Monthly Delivery to Colton in Winter to Preserve Rights for Summer (available winter rights/7)*		
2847	980	1867	267		
Calculation of Water Pumped for Colton for County Remedy					
What County Pumped	Annual Delivery Capacity Available to County for Initial 200 AF	Rialto Water Rights	Amount Rialto can Pump from other wells (before any adjustments)	Water County Pumps for Colton Above 200 AF (per Water Year)	
1788	200	1587	0	0	
<i>* Purple Box indicates value exceeds capacity to deliver water to Colton</i>					
Calculation of Water to Colton in the Summer Months					
What Emhart Pumped (all for Colton) (AF per water year)	What County Pumped for Colton (AF per water year)	Total to Colton (AF per water year)	Total Water to Colton in Summer Months (AF)	Monthly Total to Colton in Summer Months (AF per month) (assuming Rialto rights utilized as much as possible for County Remedy)	Maximum Potential Water to Colton in Summer (assuming Colton uses all its water rights available after subtracting winter use)
2639	200	2839	1072	214	216
<i>(From production values above)</i>	<i>(From table above)</i>	<i>(Emhart delivery plus County delivery)</i>	<i>(Annual total AF to Colton minus water to Colton in winter)</i>	<i>If cell is green, delivery to Colton will be limited by delivery capacity</i>	<i>Used to calculate potential shift of water to Colton in summer to meet minimum Colton needs (which in turn allows Rialto to produce more from its other wells). Green indicates potential delivery limited by delivery capacity to Colton.</i>

Table 1 - Maximum Prioritized Delivery of Water to Colton in Winter Months						
Month	Planned Combined Remedies Output (AF)	Planned Delivery to Rialto (AF)	Remaining Rialto Water Rights (AF)	Planned Delivery to Colton (AF)	Remaining Colton Water Rights (AF)	If Planned Delivery to Colton (Column E) is less than Colton's minimum water needs in a given month, and Colton has additional available water rights, the Parties may manually increase the Planned Delivery to Colton by inputting the amount of Colton Water Rights to be preferentially used by the County (per Paragraph VI. B. 2. a. ix.) (AF)
Start (Total Water Rights)			1587		2847	
October	328	75	1512	253	2594	0
November	328	75	1437	253	2342	0
December	328	75	1362	253	2089	0
January	328	75	1287	253	1837	0
February	328	75	1212	253	1584	0
March	328	75	1137	253	1332	0
April	328	75	1062	253	1079	0
May	427	213	849	214	865	0
June	427	213	637	214	651	0
July	427	213	424	214	436	0
August	427	213	211	214	222	0
September	426	211	0	214	8	0
Total Water Delivered	4427	1587		2839		
Unused Water Rights for Water Year			0		8	0
	<i>Box is Red if CTP produces more than capacity to deliver water to Colton.</i>	<i>Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Green Box means that production plus other water rights meets minimum monthly needs in summer.</i>	<i>Red Box means delivery exceeds water rights.</i>	<i>Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Yellow text means that delivery to Colton limited by delivery capacity to Colton. Purple text means some CTP Output shifted to Colton from Rialto.</i>	<i>Red Box means delivery exceeds water rights</i>	<i>Red Box Means Value Causes water to Colton to exceed delivery capacity to Colton</i>

Under the "Maximum Prioritized Delivery" schedule:

In each Winter Month:

- 1 Colton receives the lesser of (1) a value equal to 1/7th of the Colton Water Rights minus the total summer minimum water needs (2) the monthly treatment plant output minus the lesser of (Rialto minimum monthly needs and the amount pumped for the County).
- 2 Rialto receives all water that is not delivered to Colton. The Colton delivery calculation ensures that Rialto receives at least its minimum needs, provided that such volume does not exceed the volume of water pumped by the County in that month

In each Summer Month:

- 1 Colton receives the lesser of (1) a value equal to 1/5th of the total to be pumped for Colton in that water year less the amount pumped in the winter months (2) the monthly maximum capacity to deliver water to Colton and (3) Colton's maximum capacity to accept water.
- 2 Rialto receives all water that is not delivered to Colton.

If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.



**Table 2 - Default Water Delivery Schedule**

Month	Planned Combined Remedies Output (AF)	Colton 200 AF Pumped for County Remedy Delivered to Colton (AF)	Planned Delivery to Rialto (AF)	Remaining Rialto Water Rights (AF)	Planned Delivery to Colton (AF) for Emhart	Planned Delivery to Colton (AF) for Combined Remedy	Remaining Colton Water Rights (AF)	Surplus Available to County to Pump for Colton (AF)
Start (Total Water Rights)				1587			2847	
October	328	28.6	79	1508	220	248	2599	
November	328	28.6	79	1429	220	248	2350	
December	328	28.6	79	1350	220	248	2102	
January	328	28.6	79	1271	220	248	1853	
February	328	28.6	79	1192	220	248	1605	
March	328	28.6	79	1113	220	248	1356	
April	328	28.6	79	1034	220	248	1108	
May	427	0	207	827	220	220	888	
June	427	0	207	620	220	220	668	8
July	427	0	207	413	220	220	448	8
August	427	0	207	205	220	220	228	8
September	426	0	206	0	220	220	8	8
Total Water Delivered	<b>4427</b>	<b>200</b>	<b>1588</b>		<b>2639</b>	<b>2839</b>		
Unused Water Rights for Water Year				<b>0</b>			<b>8</b>	
	<i>Red Box indicates mismatch between CTP output and delivery to cities.</i>	<i>Delivery is reduced if capacity to deliver water to Colton is not sufficient to deliver 200 AF to Colton.</i>	<i>Blue Box means delivery is less than minimum monthly need.</i>	<i>Red Box means delivery exceeds water rights.</i>	<i>Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.</i>	<i>Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.</i>	<i>Red Box means delivery exceeds water rights.</i>	

Under the "Default Delivery" schedule:

Rialto receives all water pumped by County (except for 200 AF that the County may pump for Colton and Colton receives all water pumped by Emhart plus the 200 AF that the County may pump for Colton. The Colton 200 AF from the County is divided equally among the Winter Months.

If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.

**Step 7: Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a of the Four Party Implementation Agreement**

**Instructions**

1. County and Emhart provide data for yellow boxes in rows 9 to 21
2. Rialto and Colton provide anticipated percent reductions for yellow boxes on rows 36 and 37
3. Colton provides its minimum needs and maximum capacity to receive water by month (yellow boxes on rows 44 to 55)
4. Colton and Rialto identify capacity values for yellow cells on rows 61 and 72, 75 (likely no change year to year)
5. Rialto provide its minimum needs by month (rows 82 to 93)
6. County and Emhart adjust anticipated treatment plant output (yellow cells on rows 9 to 21) to ensure minimum needs are met and water rights not exceeded (based on data provided by cities). Check
7. Each month, update yellow cells using actual production and delivery data (rows 9 to 21 and 82 to 93). Adjust future months as appropriate.
8. After trigger measurements reported in June, parties adjust data to reflect deliveries and pumping to date (for that water year) and curtailment. Parties make other adjustments as needed to pumping pattern to ensure pumping does not exceed water rights.
9. If Colton has extra water rights, it can request additional deliveries up to production of treatment plant, provided that Rialto is able to increase its production at other wells to accommodate a reduced
10. After trigger measurement, County can request use of additional Colton water rights (subject to delivery capacity restraints) or Colton can utilize those rights at its other wells.
11. Rialto can produce from its other wells an amount equal to its excess rights, following reporting of the curtailment, if such rights are not needed for the County Remedy.

**Some things to Check:**

1. Does minimum need of each city fall within its water rights?
2. Is each city getting its minimum needs met?
3. Can an adjustments to seasonal pumping fix a problem with 2?
4. If capacity to deliver water to Colton is limited, can water be wheeled to Colton in another way?
5. If production exceeds water rights, will need to reduce pumping from treatment plant unless Emhart or County can get additional water rights.

EXAMPLE

**Exhibit I**

**Water Management Plan  
(Excel Spreadsheet Formulas)**

## EXHIBIT I - COMBINED REMEDIES ANNUAL WATER MANAGEMENT PLAN

### Step 1: Input Planned Combined Remedies Output

#### PLANNED COMBINED REMEDIES OUTPUT

Month	Emhart Pumping <sup>1,2</sup>			County Pumping <sup>2,3</sup>				Combined Remedies Total	
	EW-1 (gpm)	Possible EW-2 (gpm)	Emhart Total (AF) <sup>3</sup>	RIALTO-3 (gpm)	Miro-2 (gpm)	Miro-3 (gpm)	County Total (AF)	(gpm)	(AF)
<i>Winter Months</i>									
October			=SUM(B9:C9)*\$C\$30				=SUM(E9:G9)*\$C\$30	=SUM(B9:C9,E9:G9)	=D9+H9
November			=SUM(B10:C10)*\$C\$30				=SUM(E10:G10)*\$C\$30	=SUM(B10:C10,E10:G10)	=D10+H10
December			=SUM(B11:C11)*\$C\$30				=SUM(E11:G11)*\$C\$30	=SUM(B11:C11,E11:G11)	=D11+H11
January			=SUM(B12:C12)*\$C\$30				=SUM(E12:G12)*\$C\$30	=SUM(B12:C12,E12:G12)	=D12+H12
February			=SUM(B13:C13)*\$C\$30				=SUM(E13:G13)*\$C\$30	=SUM(B13:C13,E13:G13)	=D13+H13
March			=SUM(B14:C14)*\$C\$30				=SUM(E14:G14)*\$C\$30	=SUM(B14:C14,E14:G14)	=D14+H14
April			=SUM(B15:C15)*\$C\$30				=SUM(E15:G15)*\$C\$30	=SUM(B15:C15,E15:G15)	=D15+H15
<i>Summer Months</i>									
May			=SUM(B17:C17)*\$C\$30				=SUM(E17:G17)*\$C\$30	=SUM(B17:C17,E17:G17)	=D17+H17
June			=SUM(B18:C18)*\$C\$30				=SUM(E18:G18)*\$C\$30	=SUM(B18:C18,E18:G18)	=D18+H18
July			=SUM(B19:C19)*\$C\$30				=SUM(E19:G19)*\$C\$30	=SUM(B19:C19,E19:G19)	=D19+H19
August			=SUM(B20:C20)*\$C\$30				=SUM(E20:G20)*\$C\$30	=SUM(B20:C20,E20:G20)	=D20+H20
September			=SUM(B21:C21)*\$C\$30				=SUM(E21:G21)*\$C\$30	=SUM(B21:C21,E21:G21)	=D21+H21
<b>Annual Total</b>			=SUM(D9:D21)				=SUM(H9:H21)		=SUM(J9:J21)
<b>Annual Average</b>	=AVERAGE(B9:B21)		=AVERAGE(D9:D21)	=AVERAGE(E9:E21)			=AVERAGE(H9:H21)	=AVERAGE(I9:I21)	=AVERAGE(J9:J21)

*Red Box means that treatment plant production exceeds ability to deliver water to Colton*

*Red Box means that treatment plant production exceeds available water rights*

#### Notes

- 1 Emhart pumping not to exceed "Current Rights Available to Emhart" identified below.
- 2 Emhart pumping may in the future include a portion of other extraction wells, such as Rialto-3. In that instance, table can be modified as appropriate.
- 3 County pumping not to exceed "Current Rights Available to County" identified below.
- 4 County pumping may in the future include other wells. In that instance, table can be modified as appropriate.
- 5 1 gpm = 0.134506281 Acre Feet per Month

	A	B	C	D	E	F	G	H
32	<b>Step 2: Input Available Water Rights</b>							
33								
34	<b>AVAILABLE RIALTO AND COLTON WATER RIGHTS (AF)</b>							
35	City	Rights per 1961 Decree	Current Required % Reduction per 1961 Decree (cannot be greater than 50%)	Current Rights Per 1961 Decree (AF)	Rialto Rights Unavailable to Rialto due to Standby Agreement	Current Rights Available to Emhart (AF) [Accounting for 200 AF agreement between Colton and County]	Current Rights Available to County (AF)	Combined Remedy Rights Available for Treatment Plant (AF)
36	Rialto	4366		=B36-4366*C36	1600	0	=D36-E36	=SUM(F36:G36)
37	Colton	3900		=B37-B37*C37	NA	=D37-200	200	=SUM(F37:G37)
38	Total	=SUM(B36:B37)		=SUM(D36:D37)		=SUM(F36:F37)	=SUM(G36:G37)	=SUM(F38:G38)

**Step 3: Input Colton Monthly Minimum Needs and Maximum Capacity to Accept Water from the Combined Remedies**

COLTON WATER BUDGET (AF)			
Month	Minimum Water Needs	Maximum Capacity of Colton to Accept Water	
43			
44	October		
45	November		
46	December		
47	January		
48	February		
49	March		
50	April		
51	May		
52	June		
53	July		
54	August		
55	September		
56	TOTAL*	=SUM(B44:B55)	Box is red if minimum water needs exceed Colton Water Rights

\* Not to exceed Colton Water Rights

**Step 4: Input Monthly Maximum Operational Flow Rate for Delivery of Water to Rialto and Colton**

	Maximum Operational Flow Rate (gpm)	Maximum Volume of Water Deliverable to Colton (AF)	Upper Limit for Delivery of Water to Colton* (AF)
60			
61	October	=B61*\$C\$30	=MIN(C44,C61)
62	November	=B62*\$C\$30	=MIN(C45,C62)
63	December	=B63*\$C\$30	=MIN(C46,C63)
64	January	=B64*\$C\$30	=MIN(C47,C64)
65	February	=B65*\$C\$30	=MIN(C48,C65)
66	March	=B66*\$C\$30	=MIN(C49,C66)
67	April	=B67*\$C\$30	=MIN(C50,C67)
68	May	=B68*\$C\$30	=MIN(C51,C68)
69	June	=B69*\$C\$30	=MIN(C52,C69)
70	July	=B70*\$C\$30	=MIN(C53,C70)
71	August	=B71*\$C\$30	=MIN(C54,C71)
72	September	=B72*\$C\$30	=MIN(C55,C72)
73	Total	=AVERAGE(B61:B72)	=SUM(C61:C72)

\* Lesser of Maximum Capacity of Colton to Accept Water (Step 3, Column C) and Maximum Volume of Water Deliverable to Colton (Step 4, Column C)

Maximum Water Deliverable to Rialto Per Month (AF)	(gpm)	(AF)
		=C76*C30

	A	B	C	D	E	F	G
78	<b>Step 5: Input Rialto Month-by-Month Minimum Needs</b>						
79							
80	<b>RIALTO WATER BUDGET</b>						
	<b>Month</b>	<b>Minimum Water Needs (AF)</b>					
81							
82	October						
83	November						
84	December						
85	January						
86	February						
87	March						
88	April						
89	May						
90	June						
91	July						
92	August						
93	September						
94	Total*	=SUM(B82:B93)	<i>Box is red if minimum water needs exceed Rialto Water Rights</i>				
95	<i>* Not to exceed Rialto Water Rights</i>						
96							
	<b>Step 6: Parties meet and confer to determine if they can agree upon maximum prioritized delivery of water to Colton in winter months (Table 1) or must revert to default water delivery schedule (Table 2)</b>						
97							
98	<i>For Table 1</i>						
99	<b>Calculation of Maximum Monthly Delivery to Colton in Winter (to ensure Colton can receive its minimum needs in the summer)</b>						
	Colton Water Rights	Minimum Summer Needs (sum of minimum for each summer month)	Water Rights Available in Winter Months (rights minus summer minimum needs)	Maximum Monthly Delivery to Colton in Winter to Preserve Rights for Summer (available winter rights/7)*			
100							
101	=D37	=SUM(B51:B55)	=A101-B101	=C101/7			
102							
103	<b>Calculation of Water Pumped for Colton for County Remedy</b>						
	What County Pumped	Annual Delivery Capacity Available to County for Initial 200 AF	Rialto Water Rights	Amount Rialto can Pump from other wells (before any adjustments)	Water County Pumps for Colton Above 200 AF (per Water Year)		
104							
105	=H22	=MIN(C73-\$D\$22,200)	=G36	=IF(A105-(B105+C105)<0,(B105+C105)-A105,0)	=IF(A105-(B105+C105)>0,A105-(B105+C105),0)		
106	<i>* Purple Box indicates value exceeds ca</i>						
107	<b>Calculation of Water to Colton in the Summer Months</b>						
	What Emhart Pumped (all for Colton) (AF per water year)	What County Pumped for Colton (AF per water year)	Total to Colton (AF per water year)	Total Water to Colton in Summer Months (AF)	Monthly Total to Colton in Summer Months (AF per month) (assuming Rialto rights utilized as much as possible for County Remedy)	Maximum Potential Water to Colton in Summer (assuming Colton uses all its water rights available after subtracting winter use)	
108							
109	=D22	=MIN(B105+E105,C73)	=B109+A109	=C109-SUM(E115:E121)	=D109/5	=(D37-SUM(E115:E121))/5	
	<i>(From production values above)</i>	<i>(From table above)</i>	<i>(Emhart delivery plus County delivery)</i>	<i>(Annual total AF to Colton minus water to Colton in winter)</i>	<i>If cell is green, delivery to Colton will be limited by delivery capacity</i>	<i>Used to calculate potential shift of water to Colton in summer to meet minimum Colton needs (which in turn allows Rialto to produce more from its other wells). Green indicates potential delivery limited by delivery capacity to Colton.</i>	
110							

	A	B	C	D	E	F	G	H	
111									
112	<b>Table 1 - Maximum Prioritized Delivery of Water to Colton in Winter Months</b>								
113	<b>Month</b>	<b>Planned Combined Remedies Output (AF)</b>	<b>Planned Delivery to Rialto (AF)</b>	<b>Remaining Rialto Water Rights (AF)</b>	<b>Planned Delivery to Colton (AF)</b>	<b>Remaining Colton Water Rights (AF)</b>	<b>If Planned Delivery to Colton (Column E) is less than Colton's minimum water needs in a given month, and Colton has additional available water rights, the Parties may manually increase the Planned Delivery to Colton by inputting the amount of Colton Water Rights to be preferentially used by the County (per Paragraph VI. B. 2. a. ix.) (AF)</b>		
114	Start (Total Water Rights)			=D36-E36		=D37			
115	October	=MIN(J9,D\$76)	=MIN(MAX((B115-E115),B82),H9)-G115	=D114-C115	=MIN(C61,D61,(B115-MIN(B82,H9)),D\$101)+G115	=F114-E115			
116	November	=MIN(J10,D\$76)	=MIN(MAX((B116-E116),B83),H10)-G116	=D115-C116	=MIN(C62,D62,(B116-MIN(B83,H10)),D\$101)+G116	=F115-E116			
117	December	=MIN(J11,D\$76)	=MIN(MAX((B117-E117),B84),H11)-G117	=D116-C117	=MIN(C63,D63,(B117-MIN(B84,H11)),D\$101)+G117	=F116-E117			
118	January	=MIN(J12,D\$76)	=MIN(MAX((B118-E118),B85),H12)-G118	=D117-C118	=MIN(C64,D64,(B118-MIN(B85,H12)),D\$101)+G118	=F117-E118			
119	February	=MIN(J13,D\$76)	=MIN(MAX((B119-E119),B86),H13)-G119	=D118-C119	=MIN(C65,D65,(B119-MIN(B86,H13)),D\$101)+G119	=F118-E119			
120	March	=MIN(J14,D\$76)	=MIN(MAX((B120-E120),B87),H14)-G120	=D119-C120	=MIN(C66,D66,(B120-MIN(B87,H14)),D\$101)+G120	=F119-E120			
121	April	=MIN(J15,D\$76)	=MIN(MAX((B121-E121),B88),H15)-G121	=D120-C121	=MIN(C67,D67,(B121-MIN(B88,H15)),D\$101)+G121	=F120-E121			
122	May	=MIN(J17,D\$76)	=B122-E122	=D121-C122	=(MIN(IF(B51>E\$109,IF(\$F\$109>=B51,B51,\$F\$109),SE\$109),SC68,D68))+G122	=F121-E122			
123	June	=MIN(J18,D\$76)	=B123-E123	=D122-C123	=(MIN(IF(B52>E\$109,IF(\$F\$109>=B52,B52,\$F\$109),SE\$109),SC69,D69))+G123	=F122-E123			
124	July	=MIN(J19,D\$76)	=B124-E124	=D123-C124	=(MIN(IF(B53>E\$109,IF(\$F\$109>=B53,B53,\$F\$109),SE\$109),SC70,D70))+G124	=F123-E124			
125	August	=MIN(J20,D\$76)	=B125-E125	=D124-C125	=(MIN(IF(B54>E\$109,IF(\$F\$109>=B54,B54,\$F\$109),SE\$109),SC71,D71))+G125	=F124-E125			
126	September	=MIN(J21,D\$76)	=B126-E126	=ROUND(D125-C126,0)	=(MIN(IF(B55>E\$109,IF(\$F\$109>=B55,B55,\$F\$109),SE\$109),SC72,D72))+G126	=ROUND(F125-E126,0)			
127	Total Water Delivered	=SUM(B115:B126)	=SUM(C115:C126)		=SUM(E115:E126)				
128	Unused Water Rights for Water Year			=D126		=F126	=SUM(G115:G126)		
129		<i>Box is Red if CTP produces more than capacity to deliver water to Colton.</i>	<i>Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Green Box means that production plus other water rights meets minimum monthly needs in summer.</i>	<i>Red Box means delivery exceeds water rights.</i>	<i>Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Yellow text means that delivery to Colton limited by delivery capacity to Colton. Purple text means some CTP Output shifted to Colton from Rialto.</i>	<i>Red Box means delivery exceeds water rights</i>	<i>Red Box Means Value Causes water to Colton to exceed delivery capacity to Colton.</i>		
130									
131	<i>Under the "Maximum Prioritized Delivery" schedule:</i>								
132	<i>In each Winter Month:</i>								
133	<u>1</u>	<i>Colton receives the lesser of (1) a value equal to 1/7th of the Colton Water Rights minus the total summer minimum water needs (2)the monthly treatment plant output minus the lesser of (Rialto minimum monthly needs and the amount pumped for the County</i>							
134	<u>2</u>	<i>Rialto receives all water that is not delivered to Colton. The Colton delivery calculation ensures that Rialto receives at least its minimum needs, provided that such volume does not exceed the volume of water pumped by the County in that month</i>							
135	<i>In each Summer Month:</i>								
136	<u>1</u>	<i>Colton receives the lesser of (1) a value equal to 1/5th of the total to be pumped for Colton in that water year less the amount pumped in the winter months (2) the monthly maximum capacity to deliver water to Colton and (3) Colton's maximum capacity to accept water</i>							
137	<u>2</u>	<i>Rialto receives all water that is not delivered to Colton.</i>							
138	<i>If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.</i>								

	A	B	C	D	E	F	G	H	I
139	<b>Table 2 - Default Water Delivery Schedule</b>								
	<b>Month</b>	<b>Planned Combined Remedies Output (AF)</b>	<b>Colton 200 AF Pumped for County Remedy Delivered to Colton (AF)</b>	<b>Planned Delivery to Rialto (AF)</b>	<b>Remaining Rialto Water Rights (AF)</b>	<b>Planned Delivery to Colton (AF) for Emhart</b>	<b>Planned Delivery to Colton (AF) for Combined Remedy</b>	<b>Remaining Colton Water Rights (AF)</b>	<b>Surplus Available to County to Pump for Colton (AF)</b>
140									
141	Start (Total Water Rights)				=D36-E36			=D37	
142	October	=J9	=MIN(H9,IF(D9+200/7>\$C\$61,(\$C\$61-D9),200/7))	=H9-C142	=E141-D142	=D9	=F142+C142	=H141-G142	
143	November	=J10	=MIN(H10,IF(D10+200/7>\$C\$61,(\$C\$61-D10),200/7))	=H10-C143	=E142-D143	=D10	=F143+C143	=H142-G143	
144	December	=J11	=MIN(H11,IF(D11+200/7>\$C\$61,(\$C\$61-D11),200/7))	=H11-C144	=E143-D144	=D11	=F144+C144	=H143-G144	
145	January	=J12	=MIN(H12,IF(D12+200/7>\$C\$61,(\$C\$61-D12),200/7))	=H12-C145	=E144-D145	=D12	=F145+C145	=H144-G145	
146	February	=J13	=MIN(H13,IF(D13+200/7>\$C\$61,(\$C\$61-D13),200/7))	=H13-C146	=E145-D146	=D13	=F146+C146	=H145-G146	
147	March	=J14	=MIN(H14,IF(D14+200/7>\$C\$61,(\$C\$61-D14),200/7))	=H14-C147	=E146-D147	=D14	=F147+C147	=H146-G147	
148	April	=J15	=MIN(H15,IF(D15+200/7>\$C\$61,(\$C\$61-D15),200/7))	=H15-C148	=E147-D148	=D15	=F148+C148	=H147-G148	
149	May	=J17	=MIN(IF(SUM(C\$142:C\$148)<200,MIN((200-SUM(C\$142:C\$148))/5),IF(D17+(200-SUM(C\$142:C\$148))/5>\$C68,(\$C68-D17),0)), \$C68-F149)	=H17-C149	=E148-D149	=D17	=F149+C149	=H148-G149	
150	June	=J18	=MIN(IF(SUM(C\$142:C\$148)<200,MIN((200-SUM(C\$142:C\$148))/5),IF(D18+(200-SUM(C\$142:C\$148))/5>\$C69,(\$C69-D18),0)), \$C69-F150)	=H18-C150	=E149-D150	=D18	=F150+C150	=H149-G150	=IF(H\$155>0,H\$155,0)
151	July	=J19	=MIN(IF(SUM(C\$142:C\$148)<200,MIN((200-SUM(C\$142:C\$148))/5),IF(D19+(200-SUM(C\$142:C\$148))/5>\$C70,(\$C70-D19),0)), \$C70-F151)	=H19-C151	=E150-D151	=D19	=F151+C151	=H150-G151	=IF(H\$155>0,H\$155,0)
152	August	=J20	=MIN(IF(SUM(C\$142:C\$148)<200,MIN((200-SUM(C\$142:C\$148))/5),IF(D20+(200-SUM(C\$142:C\$148))/5>\$C71,(\$C71-D20),0)), \$C71-F152)	=H20-C152	=E151-D152	=D20	=F152+C152	=H151-G152	=IF(H\$155>0,H\$155,0)
153	September	=J21	=MIN(IF(SUM(C\$142:C\$148)<200,MIN((200-SUM(C\$142:C\$148))/5),IF(D21+(200-SUM(C\$142:C\$148))/5>\$C72,(\$C72-D21),0)), \$C72-F153)	=H21-C153	=ROUND(E152-D153,0)	=D21	=F153+C153	=ROUND(H152-G153,0)	=IF(H\$155>0,H\$155,0)
154	Total Water Delivered	=SUM(B142:B153)	=SUM(C142:C153)	=SUM(D142:D153)		=SUM(F142:F153)	=SUM(G142:G153)		
155	Unused Water Rights for Water Year				=E153			=H153	
156		<i>Red Box indicates mismatch between CTP output and delivery to cities.</i>	<i>Delivery is reduced if capacity to deliver water to Colton is not sufficient to deliver 200 AF to Colton.</i>	<i>Blue Box means delivery is less than minimum monthly need.</i>	<i>Red Box means delivery exceeds water rights.</i>	<i>Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.</i>	<i>Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.</i>	<i>Red Box means delivery exceeds water rights.</i>	
157									
158	<i>Under the "Default Delivery" schedule:</i>								
159	<i>Rialto receives all water pumped by County (except for 200 AF that the County may pump for Colton and Colton receives all water pumped by Emhart plus the 200 AF that the County may pump for Colton. The Colton 200 AF from the County is divided equally among the Winter Months.</i>								
160	<i>If remaining water rights are</i>								
161									
162	<b>Step 7: Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a of the Four Party Implementation Agreement</b>								



	A	B	C	D	E	F
163						
164	<b>Instructions</b>					
165	1. County and Emhart provide data for yellow boxes in rows 9 to 21					
166	2. Rialto and Colton provide anticipated percent reductions for yellow boxes on rows 36 and 37					
167	3. Colton provides its minimum needs and maximum capacity to receive water by month (yellow boxes on rows 44 to 55)					
168	4. Colton and Rialto identify capacity values for yellow cells on rows 61 and 72, 75 (likely no change year to year)					
169	5. Rialto provide its minimum needs by month (rows 82 to 93)					
170	6. County and Emhart adjust anticipated treatment plant output (yellow cells on rows 9 to 21) to ensure minimum needs are met and water rights not exceeded (based on data provided by cities). Check red and blue shaded cells for potential issues.					
171	7. Each month, update yellow cells using actual production and delivery data (rows 9 to 21 and 82 to 93). Adjust future months as appropriate.					
172	8. After trigger measurements reported in June, parties adjust data to reflect deliveries and pumping to date (for that water year) and curtailment. Parties make other adjustments as needed to pumping pattern to ensure pumping does not exceed water rights.					
173	9. If Colton has extra water rights, it can request additional deliveries up to production of treatment plant, provided that Rialto is able to increase its production at other wells to accommodate a reduced delivery schedule from the CTP (rows 103 to 114)					
174	10. After trigger measurement, County can request use of additional Colton water rights (subject to delivery capacity restraints) or Colton can utilize those rights at its other wells.					
175	11. Rialto can produce from its other wells an amount equal to its excess rights, following reporting of the curtailment, if such rights are not needed for the County Remedy.					
176						
177						
178	<b>Some things to Check:</b>					
179	1. Does minimum need of each city fall within its water rights?					
180	2. Is each city getting its minimum needs met?					
181	3. Can an adjustments to seasonal pumping fix a problem with 2?					
182	4. If capacity to deliver water to Colton is limited, can water be wheeled to Colton in another way?					
183	5. If production exceeds water rights, will need to reduce pumping from treatment plant unless Emhart or County can get additional water rights.					

**Exhibit J**

**Rialto/Emhart Real Property Lease Agreement**

**1. PARTIES:**

This Lease is made by and between the City of Rialto ("Rialto") and Emhart Industries, Inc. ("Emhart").

**2. PREMISES LEASED:**

The premises subject to this Lease ("Premises") are:

a. Combined Treatment Plant Lease Area:

THOSE PORTIONS OF LOTS 19 AND 20 OF THE PALMER SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 18, PAGE 72 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT A POINT IN THE CENTERLINE OF LINDEN AVENUE, AS SHOWN ON PARCEL MAP NO. 427, FILED IN BOOK 4, PAGE 7, OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DISTANT THEREON

NORTH 00° 02' 00" EAST 430.00 FEET FROM THE INTERSECTION OF MIRO WAY AND LINDEN AVENUE AS SHOWN ON SAID PARCEL MAP NO. 427; THENCE SOUTH 89° 58' 00" EAST 44.00 FEET TO THE NOW EXISTING EASTERLY LINE OF SAID LINDEN AVENUE AND **THE TRUE POINT OF BEGINNING** ; THENCE SOUTH 89° 58' 00" EAST 139.23 FEET; THENCE SOUTH 00° 02' 00" WEST 98.96 FEET; THENCE NORTH 89° 57' 13" EAST 60.77 FEET; THENCE SOUTH 00° 02' 00" WEST 288.83 FEET TO THE NORTHERLY LINE OF MIRO WAY AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 22, 2012 AS DOCUMENT NO. 2014-0488256, OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE SOUTH 89° 57' 49" WEST ALONG SAID NORTHERLY LINE 183.98 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 42° 15' 49" WEST 23.80 FEET TO A LINE THAT BEARS NORTH 00° 02' 00" EAST AND PASSES THROUGH THE TRUE POINT OF

BEGINNING; THENCE NORTH 00° 02' 00" EAST 370.32 FEET TO THE TRUE POINT OF BEGINNING.

The Combined Treatment Plant Lease Area is depicted on Exhibit J 1.

b. EW-1 Lease Area

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE CENTER OF SAID SECTION 34 AS SHOWN ON PARCEL MAP NO. 5020 FILED IN BOOK 47, PAGES 74 THROUGH 76, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 55' 30" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 53.54 FEET; THENCE SOUTH 00° 03' 40" EAST PARALLEL TO THE EASTERLY BOUNDARY OF SAID PARCEL MAP NO. 5020 A DISTANCE OF 22.60 FEET TO THE **TRUE POINT OF BEGINNING** ; THENCE SOUTH 00° 03' 40" EAST 49.00 FEET; THENCE SOUTH 89° 56' 20" WEST 29.50 FEET; THENCE NORTH 01°41' 32" EAST 49.02 FEET TO A LINE HAVING A BEARING OF NORTH 89° 56' 20" EAST AND THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 56' 20" EAST ALONG SAID LINE 28.00 FEET TO THE TRUE POINT OF BEGINNING.

The EW-1 Lease Area is depicted on Exhibit J-2.

c. EW-2 Lease Area

As of the date upon which this Lease was entered, it was unknown whether U.S. EPA would require Emhart to install EW-2 to achieve the remedial objectives set forth in the Work Consent Decree. In the event EW-2 is to be installed on Rialto property, this Lease shall be amended to include a description of the parcel(s) upon written agreement of Rialto and Emhart, in accordance with Paragraph 10.b.1) of the Work Consent Decree and Paragraph VII.B of the Four Party Implementation Agreement.

3. **TERM OF LEASE:** This Lease shall remain in effect until one year after Emhart terminates its participation in the Four Party Implementation Agreement, or after it removes components of the Combined Remedies for which it is responsible (if any) and restores the ground surface as provided for in Paragraph XIII of the Four Party Implementation Agreement, whichever occurs first.
4. **IMPROVEMENTS:** Emhart shall place on the Premises only those improvements required by the Work Consent Decree (which currently include, as described in the Four Party Implementation Agreement, the Combined Treatment Plant; EW-1; and, if required, EW-2). In the event that Rialto and/or Lewis-Hillwood Rialto Company, LLC (“LHR”) underground utilities providing services to the Combined Treatment Plant Lease Area, Emhart and the County (as provided in its lease for the Combined Treatment Plant Lease Area) shall, at no cost to Rialto, underground all associated utilities located on or at the Combined Treatment Plant Lease Area.

Ownership of improvements by Emhart on the Premises and removal of such improvements upon termination of this Lease shall be governed by Paragraphs VIII.B.3. (ownership by Emhart) and XIII B. and C. (removal) of the Four Party Implementation Agreement.

5. **COMPLIANCE WITH APPLICABLE LAWS:** Emhart shall perform all of its activities on the Premises in compliance with applicable federal, state, or local rules, regulations, ordinances, or laws. In the event that Emhart’s activities violate applicable federal, state, or local rules, regulations, ordinances, or law, Emhart shall promptly, upon written notice from Rialto, come into compliance with such law, including the removal or modification of any installation to conform with the applicable laws.

6. **ENVIRONMENTAL MATTERS:**

**6.1 Definition of Hazardous Substance.** For the purposes of this Lease, the term “Hazardous Substance” shall mean any material or substance which is or becomes (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control

Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) defined as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1321), (ix) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (x) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C § 9601).

**6.2 Hazardous Substances on Premises.** Emhart shall not permit or authorize at any time the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance on, under or about the Premises, or authorize the transportation of any Hazardous Substance to or from the Premises, except those Hazardous Substances associated with the construction, operation, maintenance, and/or future modification of the Combined Remedies in accordance with all federal, state, and local environmental laws and regulations with respect to the storage, use, generation, transportation, handling, and disposal of Hazardous Substances on the Premises. In the event Emhart causes a release of any Hazardous Substance on the Premises, Emhart shall assume responsibility for investigation, and cleanup of such substances as provided by law. In such event, Emhart shall promptly notify Rialto of the release and provide copies of any reports or correspondence with government agencies relating thereto.

7. **USE:** Emhart shall use the Premises for installation, construction, operation, and maintenance of the Combined Remedies as set forth in the Four Party Implementation Agreement. Emhart shall maintain the Premises in a neat and orderly condition. During construction of the Combined

Remedies, Emhart shall, as is reasonably feasible, maintain the Premises in a neat and orderly condition.


8. **ASSIGNMENT AND SUBLETTING:** Emhart may not assign or sublease the Premises without the written consent of Rialto, which consent may be withheld in the sole and absolute subjective discretion of Rialto.
9. **THIRD PARTY ACCESS:** Except as required for the installation, construction, operation and maintenance of the Combined Remedies as provided for in the Four Party Implementation Agreement, Emhart shall not allow any third party (excluding the County) access to the Premises, without Rialto's prior written consent.
10. **REPAIRS:** Emhart must repair any damage to the Premises caused by its acts, omissions, negligence, or willful misconduct.
11. **RIALTO'S ACCESS TO PREMISES:** Rialto and its authorized representatives shall have the right to enter the Premises at any time for any purpose.
12. **RETURN OF PREMISES TO PRE-CONSTRUCTION CONDITIONS:** Emhart shall remove components of the Combined Remedies owned by Emhart and return the Premises to pre-construction conditions as provided in Paragraph XIII.C of the Four Party Implementation Agreement.
13. **RENT:** Rialto shall not charge Emhart rent for the Premises.
14. **AMENDMENTS:** This Lease may be amended only by written agreement of Emhart and Rialto.
15. **WARRANTY OF TITLE:** Rialto warrants that there are no encumbrances of record or not of record concerning the Premises that will inhibit Emhart's use of the Premises as provided in this Lease.
16. **CONDITION OF PREMISES:** Prior to execution of this Lease, Emhart has not conducted any investigation of the condition of the Premises and Rialto has provided no representations or warranties, express or implied, regarding the condition of the Premises.
17. **DEFINED TERMS:** Defined terms used in this Lease shall have the meanings provided in the Four Party Implementation Agreement.

18. **INTERPRETATIONS:** This Lease shall be interpreted and construed (1) in accordance with the laws of the State of California; and (2) as drafted by all Parties with equal participation in its drafting.
19. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.
20. **EFFECTIVE DATE OF THIS LEASE:** This lease shall be effective upon \_\_\_\_\_, 2015.

**EMHART INDUSTRIES, INC.**

**THE CITY OF RIALTO**


By:   
Theodore Morris  
Vice President  
Emhart Industries, Inc.

By:   
Deborah Robertson *Joe Barajas*  
Mayor, City of Rialto

Date: August 4, 2015

Date: *Proten*  
8/26/15

Approved as to Legal Form:

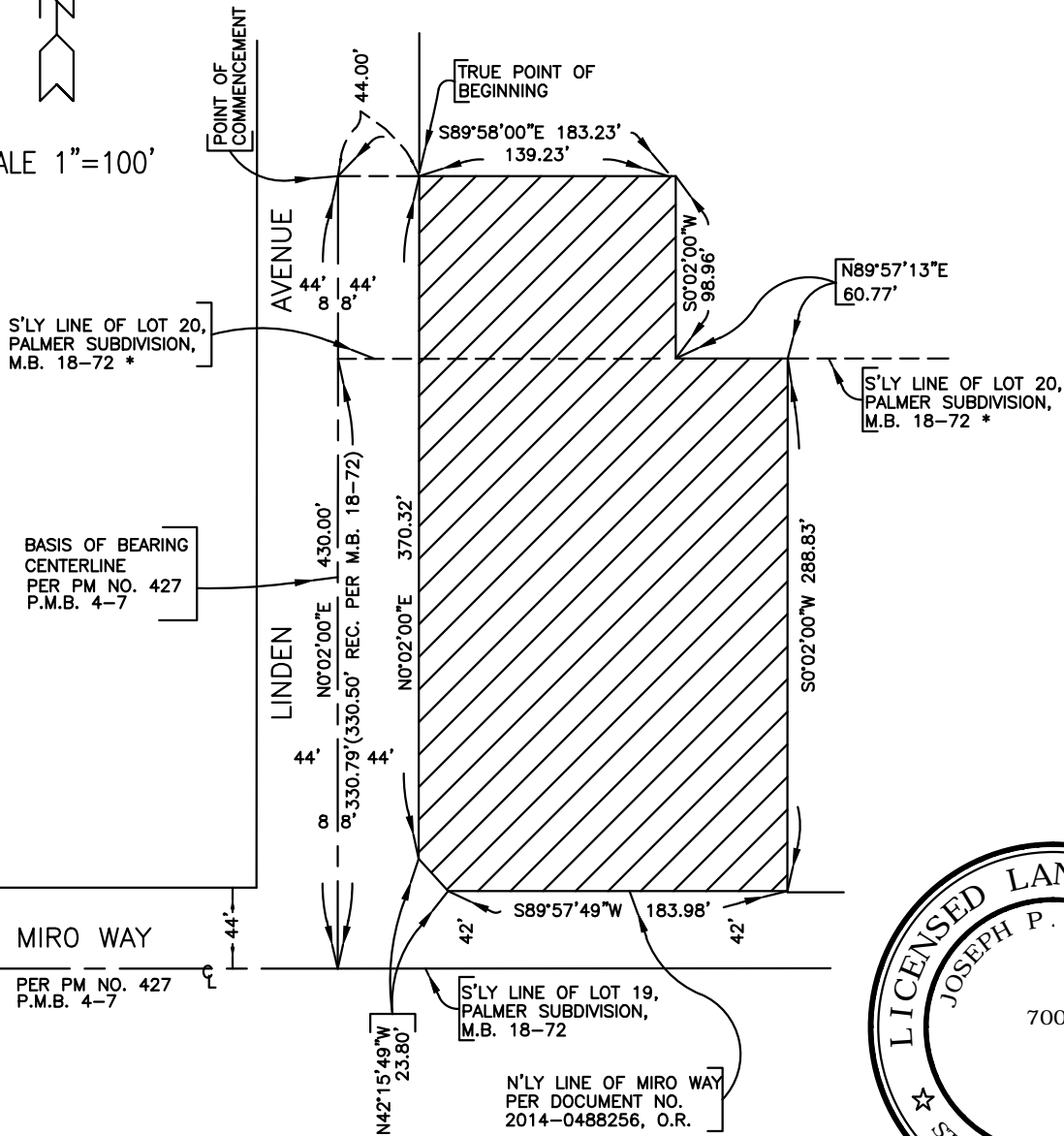
By:   
Fred Galante  
City Attorney

INDICATES AREA OF LEASE

\* = RECORD PER R.S.140-35-41



SCALE 1"=100'



PLANS PREPARED BY:

General Civil, Municipal, Water and Wastewater Engineering, Planning, Construction Management and Surveying

**CIVILTEC**  
engineering inc.

118 WEST LIME AVENUE  
MONROVIA, CA 91016  
PHONE: (626) 357-0588  
FAX: (626) 303-7957

### EXHIBIT J-1 - COMBINED TREATMENT PLANT LEASE AREA

REVISED: 05-01-2015  
REVISED: 03-24-2015

DATE: 02-23-2015

DRAWN: J. P. V.

SCALE: 1" = 100'

DRAWING No.:G-6PLANTSITE

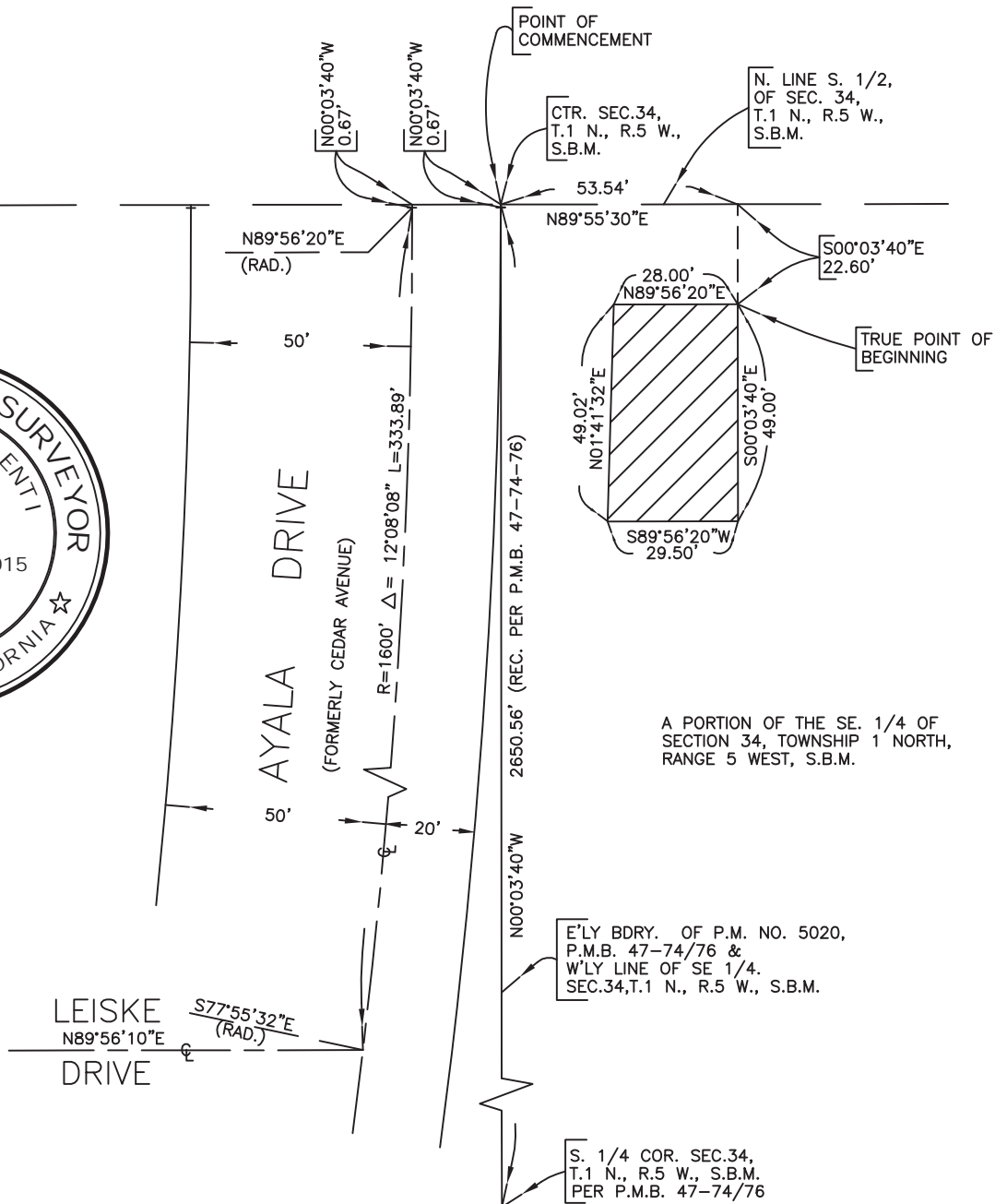
SHEET 1 OF 1



 INDICATES AREA OF LEASE

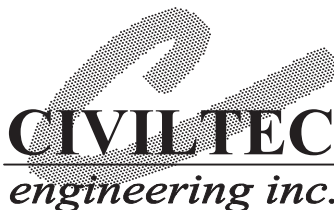


SCALE 1"=40'



PLANS PREPARED BY:

*General Civil, Municipal, Water and Wastewater Engineering, Planning, Construction Management and Surveying*



118 WEST LIME AVENUE  
 MONROVIA, CA 91016  
 PHONE: (626) 357-0588  
 FAX: (626) 303-7957

**EXHIBIT J-2 - EW-1 LEASE AREA**

REVISED: 02-25-2015

DATE: 02-21-2015 DRAWN: J. P. V. SCALE: 1" = 40'

DRAWING No.: C-2WELLSITE

SHEET 1 OF 1

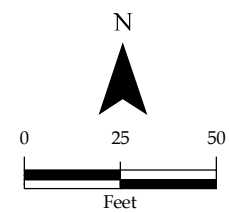
**Exhibit K**

**Combined Treatment Plant Site Plan**



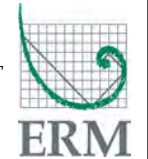
**Legend**

- Combined Treatment Plant
- Footprint



SOURCE AREA OPERABLE UNIT ROCKETS, FIREWORKS AND FLARES SUPERFUND SITE

EXHIBIT K  
COMBINED TREATMENT PLANT  
SITE PLAN



PREPARED BY:  
AP (ERM)

JOB NO. 017962.03.A  
FILE: Exhibit K.mxd

**First Amendment to Four Party Implementation Agreement  
(Regarding Costs of Construction, Operation, and Maintenance of Liquid  
Chlorinator)**

This agreement amends the Four Party Implementation Agreement made and entered into effective September 1, 2015, by and between Emhart, Rialto, Colton, and the County (“4-Party IA”) to provide terms not addressed in the 4-Party IA regarding the costs of construction, operation, and maintenance of a liquid chlorinator to be used to disinfect extracted groundwater after treatment for perchlorate and VOCs by the Combined Treatment Plant and prior to distribution as domestic water supply via the Rialto municipal water supply system. Terms defined in the 4-Party IA and used in this agreement shall have the meanings set forth in the 4-Party IA.

**Recitals**

Whereas, Colton’s DDW Permit and Rialto’s DDW Permit require disinfection of all groundwater extracted from the Basin, regardless of whether it is impacted by perchlorate and/or VOCs.

Whereas, pursuant to Rialto’s DDW Permit, Rialto operates and maintains chlorination systems to disinfect all water it extracts pursuant to Rialto Water Rights, including paying all costs of operation and maintenance of its chlorinator located at CR-3.

Whereas, pursuant to Colton’s DDW Permit, Colton operates and maintains chlorination systems to disinfect all water it extracts pursuant to Colton Water Rights, including paying all costs of operation and maintenance of its chlorinator located at the Domecq Reservoir Site.

Whereas, to facilitate operation of the Combined Remedies, Colton and Rialto have leased their respective water rights in the Basin to Emhart and the County as described in Paragraph V of the 4-Party IA.

Whereas, as set forth in the 4-Party IA, upon startup, the Combined Remedies will pump water from the Basin, treat that water at the Combined Treatment Plant to remove perchlorate and VOCs, and deliver the treated water to Rialto.

Whereas, as set forth in the 4-Party IA, Rialto will receive all water treated by the Combined Treatment Plant, and deliver to Colton a volume of water equivalent to the Colton Water Rights utilized by the County and Emhart at the Combined Treatment Plant.

Whereas, the Work Consent Decree, 4-Party IA, County/Rialto Implementation Agreement, and County/Colton/Rialto Standby Agreement do not address payment of the costs to operate and maintain the chlorination systems required by DDW for all water extracted from the Basin.

Whereas, the Parties believe that replacing the existing tablet chlorinator at CR-3 with a single liquid (sodium hypochlorite) chlorinator to disinfect all treated water to be generated by the Combined Treatment Plant (“Liquid Chlorinator”) would be more efficient and less expensive to operate and maintain.

### **Agreement**

Now, therefore, the Parties agree to amend the 4-Party IA as follows:

#### **1. Design and Construction of the Liquid Chlorinator**

- a. Emhart has designed the Liquid Chlorinator in accordance with Rialto’s requested design parameters and submitted the design to Rialto, Colton, and the County for review and comment. Rialto has approved the design for the Liquid Chlorinator. A copy of the approved Liquid Chlorinator design is attached hereto as Exhibit 1-A.
- b. Emhart shall construct the Liquid Chlorinator consistent with the approved design.
- c. The estimated capital cost of the Liquid Chlorinator is \$652,988, which consists of (i) the construction contractor bid price of \$499,000; (ii) estimated contingency and contractor integration costs of \$25,000; (iii) pre-purchased long-lead chlorinator equipment costs of \$78,258; and (iv) design costs of \$50,730.
- d. Except as set forth in this paragraph, Rialto, Colton, and Emhart shall share equally (1/3 each) the final total capital cost of the Liquid Chlorinator, including, but not limited to, the costs identified in paragraph 1.c. and any change order amounts necessary to address

issues not anticipated by the design or that otherwise may arise during construction. Notwithstanding any other provision(s) in this paragraph or agreement, Colton's share of the final total capital cost of the Liquid Chlorinator shall not exceed \$218,000. The County is not responsible for paying any of the capital or related costs of the Liquid Chlorinator.

- e. Emhart shall pay its contractors and subcontractors to construct the Liquid Chlorinator. Within 30 days of completion of construction of the Liquid Chlorinator, Emhart shall submit invoices to Rialto and Colton for their 1/3 shares of the capital cost of the Liquid Chlorinator. Rialto shall pay its 1/3 share in the form of offsets against amounts due to Rialto from Emhart pursuant to Paragraph IV.F. of the 4-Party IA, until the full amount of Rialto's share of the Liquid Chlorinator capital cost has been paid. Colton shall pay its share in equal quarterly installments to be paid along with Colton's payments to Emhart for Colton Baseline Lifting Costs, over a period not to exceed five years.
- f. Any dispute regarding an invoice for Liquid Chlorinator capital costs shall be resolved pursuant to Paragraph XII of the 4-Party IA.

## **2. Operation and Maintenance of the Liquid Chlorinator**

- a. Rialto, as the owner of its municipal water supply system, shall own, operate, and maintain the Liquid Chlorinator.
- b. Colton shall reimburse Rialto for the costs of operation and maintenance of the Liquid Chlorinator pursuant to the following formula:

Colton reimbursement to Rialto = total cost of  
Liquid Chlorinator O&M x (volume of water  
delivered to Colton by Rialto/total volume of  
water delivered to Rialto from Combined  
Treatment Plant)

- c. Rialto shall invoice Colton for its share of Liquid Chlorinator operation and maintenance costs monthly. Upon request by Colton, Rialto shall provide records documenting the volume of water

treated at the Liquid Chlorinator, the operation and maintenance costs of the Liquid Chlorinator and any other documents necessary to determine or verify the amounts invoiced.

- d. Colton shall pay the invoiced amount within 30 days of receipt of an invoice from Rialto.
- e. Neither the County nor Emhart are responsible for the costs of operation and maintenance of the Liquid Chlorinator.
- f. Any dispute regarding an invoice for Liquid Chlorinator operation and maintenance costs shall be resolved pursuant to Paragraph XII of the 4-Party IA.

FOR EMHART INDUSTRIES, INC.:

By: \_\_\_\_\_  
Emhart Industries, Inc.

Date: \_\_\_\_\_

FOR THE CITY OF RIALTO:

By: \_\_\_\_\_  
City of Rialto

Date: \_\_\_\_\_

FOR THE CITY OF COLTON:

By: \_\_\_\_\_  
City of Colton

Date: \_\_\_\_\_

FOR THE COUNTY OF SAN BERNARDINO:

By: \_\_\_\_\_  
County of San Bernardino

Date: \_\_\_\_\_



# **EXHIBIT 1-A**

# ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE

## SOURCE AREA OPERABLE UNIT

### RIALTO, CALIFORNIA

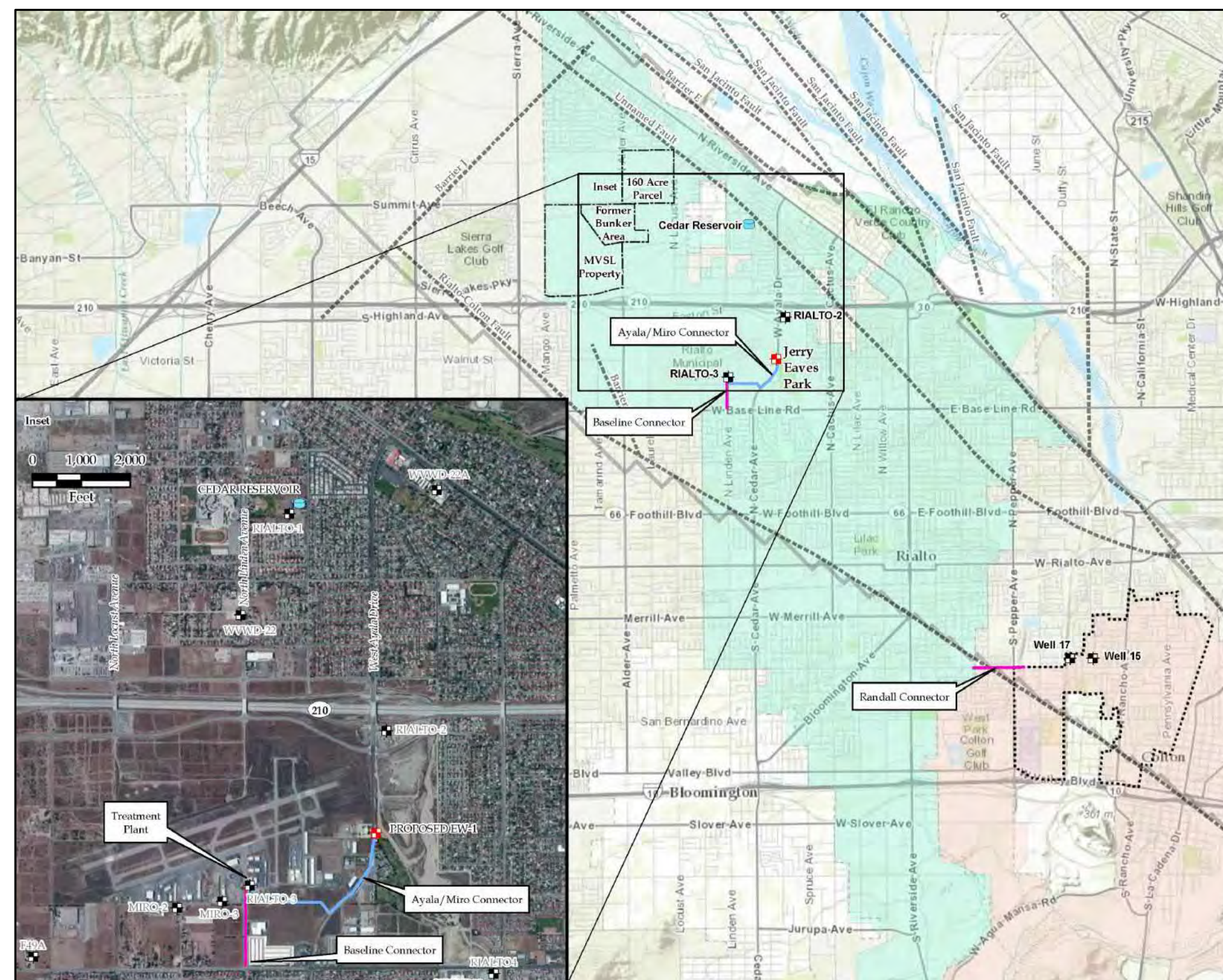
#### ADDENDUM NO. 3

# GROUNDWATER EXTRACTION AND TREATMENT

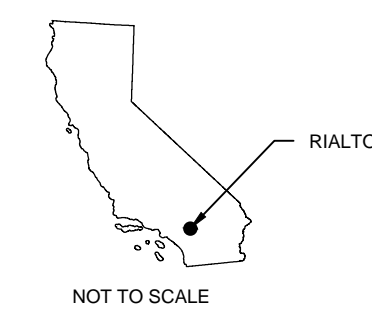
# SYSTEM COMBINED REMEDY

# CHLORINATION SYSTEM INSTALLATION

## FEBRUARY 2020



SITE LOCATION MAP



### LIST OF DRAWINGS

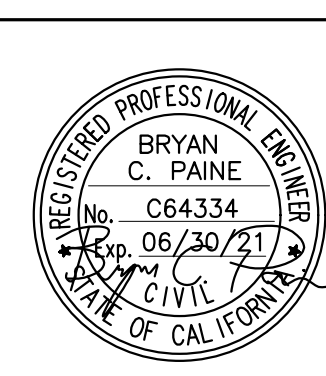
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G-1	COVER SHEET
2	G-2	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
3	D-1	DEMOLITION PLAN
4	C-1	CIVIL PIPING PLAN
5	C-2	CIVIL DETAILS
6	S-1	GENERAL STRUCTURAL NOTES
7	S-2	DESIGN CRITERIA AND STRUCTURAL ABBREVIATIONS
8	S-3	SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS
9	S-4	FOUNDATION PLAN
10	S-5	SECTIONS
11	S-6	STRUCTURAL DETAILS
12	M-1	CHEMICAL TANKS ENCLOSURE PLAN
13	M-2	CHEMICAL TANKS ENCLOSURE SECTIONS
14	M-3	CHEMICAL FEED SYSTEM PLAN
15	M-4	CHEMICAL FEED SYSTEM SECTIONS
16	M-5	MECHANICAL DETAILS - 1
17	M-6	MECHANICAL DETAILS - 2
18	E-1	ELECTRICAL PLAN
19	E-2	ELECTRICAL DETAIL PLAN - 1
20	E-3	ELECTRICAL DETAIL PLAN - 2
21	N-1	INSTRUMENTATION LEGEND
22	N-2	CHLORINATION SYSTEM P&ID
23	N-3	INSTRUMENTATION DETAILS

**DIAL 811 DIG ALERT**

UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING



PLANS PREPARED BY:

**AECOM**

999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION					REV				
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET	1
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO.	G-1
COVER SHEET									

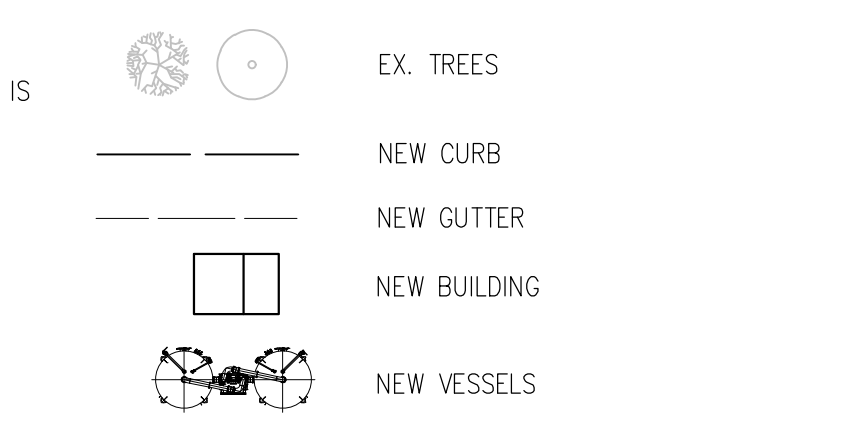
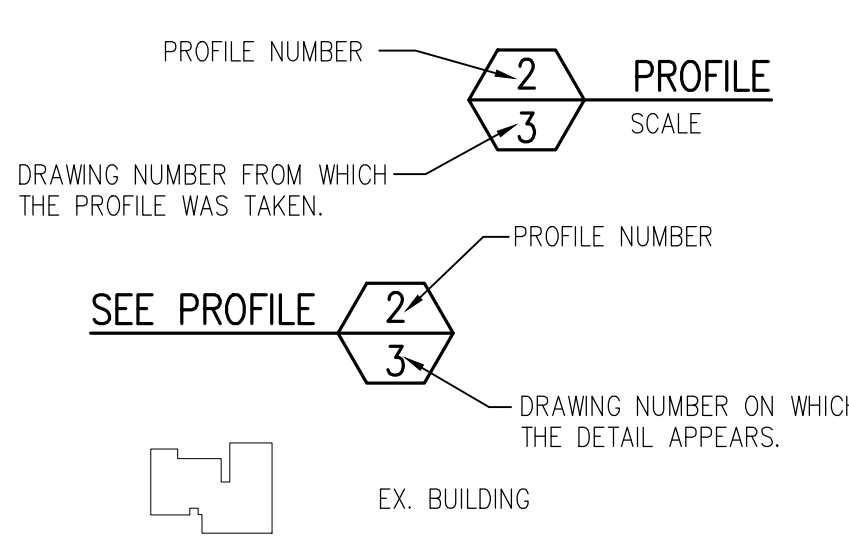
# LEGEND & SYMBOLS

# ABBREVIATIONS

# GENERAL NOTES

	AIR AND VACUUM VALVE
	BLOW-OFF
	WATER SERVICE METER
	REDUCER/ENLARGER
	END CAP
	TEE
	STREET LIGHT
	PULL BOX
	FIRE HYDRANT
	GATE OR BUTTERFLY VALVES
	EXISTING SEWER MANHOLE
	PROPOSED SEWER MANHOLE
	THRUST BLOCK
	ADDRESS - PROPERTY ADDRESS
	APN - ASSESSOR'S PARCEL NUMBER
	PRESSURE REGULATING VALVE
	EXISTING WATER MAIN
	EXISTING SEWER MAIN
	EXISTING GAS MAIN
	EXISTING ELECTRICAL LINE
	EXISTING CABLE TV LINE
	EXISTING OVER HEAD ELECTRICAL LINE
	EXISTING TELEPHONE LINE
	PROPERTY LINE
	RIGHT-OF-WAY
	CITY BOUNDARY
	PAINTED DIRECTIONAL ARROW
	PAINTED ACCESSIBILITY SYMBOL
	FENCING MATERIAL AND SPECIFICATIONS ARE PENDING
	EXISTING RETAINING WALL

	DECOMPOSED GRANITE
	PROPOSED CONCRETE
	NON-SKID SURFACE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED FENCE
	EXISTING FENCE
	PROPOSED A.C. PAVEMENT
	EXISTING EDGE OF PAVEMENT CONCRETE PAVEMENT
	EXISTING CONCRETE
	CONCENTRATED FLOW
	SHEET FLOW
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING GRADE
	EDGE OF A. C. PAVEMENT
	FINISHED CONCRETE SURFACE
	EXISTING ELEVATION
	OIL PIPELINE
	EXISTING STORM DRAIN
	PROPOSED CONDUIT
	STREET CENTERLINE (C)
	GRAVEL BED
	COMPACTED FILL
	LANDSCAPED AREA



ALT. & OR	ALTERNATE	H.P.	HIGH POINT	R.Y.	RAILWAY
~	ANGLE	REF.	REFERENCE	REF.	REFERENCE
∠	ANGLE (STRUCTURAL)	REINF.	REINFORCING	R.C.P.	REINFORCED CONC. PIPE
∠	ANGLES	R.C.P.	RESERVOIR	RES.	RESERVOIR
∠	APPROVED EQUAL	R.W.C.V.	RESILIENT WEDGE GATE VALVE	R.V.	REVISION
∠	APPROXIMATE	RT.	RIGHT	R/W	RIGHT-OF-WAY
∠	ASBESTOS-CEMENT PIPE	RD.	ROAD	RS4	ROAD
∠	ASPHALT CONCRETE	RSA	SINGLE FAMILY RESIDENCE	R2	SECOND
∠	ASSEMBLY	* OR SEC.	STORM DRAIN	SD	STANDARD DIMENSION RATIO
∠	AMERICAN SOCIETY FOR TESTING AND MATERIALS	SDR	SECTION	SEC.	SECTION
∠	ARTICLE	SHC	SODIUM HYPOCHLORITE	SHC	SHEET
∠	AT	SHT.	SOUTH	S.	SOUTH
∠	AVENUE	S/O	SOUTH OF SPECIFICATIONS	S/O	SOUTH OF SPECIFICATIONS
∠	BEGINNING OF CURVE	SQ.	SQUARE	SS	SANITARY SEWER OR STAINLESS STEEL
∠	BELL AND SPIGOT	STD.	STANDARD	STD.	STANDARD
∠	BENCH MARK	STA.	STATION	STL	STEEL
∠	BOLT CIRCLE	STL	STEEL	STL	STEEL
∠	BOOSTER PUMP	STL. CYL. CONC. PIPE	STORM DRAIN MANHOLE	SDM.H	STORM DRAIN MANHOLE
∠	BOTTOM	ST.	STREET	ST.	STREET LIGHT
∠	BOULEVARD	ST. LT.	STRUCTURAL	STR.	STRUCTURAL
∠	BOUNDARY	S2SIE	SURFACED 1 SIDE & 1 EDGE	S2SIE	2 SIDES & 1 EDGE
∠	BUILDING	S2SIE	2 SIDES & 1 EDGE	S2SIE	2 SIDES & 1 EDGE
∠	BUTTERFLY	S2SIE	2 SIDES & 1 EDGE	S2SIE	2 SIDES & 1 EDGE
∠	BACK OF WALK	SIE	1 EDGE	SIS	1 SIDE
∠	CATCH BASIN	SIS	1 SIDE	S2E	2 EDGES
∠	CAST IRON	S4S	4 SIDES	SYM.	SYMMETRICAL
∠	CAST IRON PIPE	TMH	TELEPHONE MANHOLE	TMH	TELEPHONE MANHOLE
∠	CEMENT MORTAR LINED & COATED	T.P.	TEMPERATURE	T.P.	TEMPERATURE
∠	CEMENT MORTAR LINED & PAINTED	TERR.	TERRACE	TERR.	TERRACE
∠	CEMENT MORTAR COATED	THD.	THREAD	THD.	THREAD
∠	CLASS	TOE	TOE OF SLOPE	TOE	TOE OF SLOPE
∠	COEFFICIENT	TC	TOP OF CURB	TC	TOP OF CURB
∠	CEMENT MORTAR LINED & COATED	TF	NORTH OF TOP OF FOOTING	TF	NORTH OF TOP OF FOOTING
∠	CEMENT MORTAR COATED	T.G.	TOP OF GRADE	T.G.	TOP OF GRADE
∠	CEMENT MORTAR LINED & PAINTED	TOP	TOP OF SLOPE	TOP	TOP OF SLOPE
∠	CEMENT MORTAR COATED	T.P.	TOP OF PLATFORM	T.P.	TOP OF PLATFORM
∠	CEMENT MORTAR LINED & PAINTED	T.V.	TOP OF VAULT	T.V.	TOP OF VAULT
∠	CEMENT MORTAR COATED	TW	TOP OF WALL	TW	TOP OF WALL
∠	CEMENT MORTAR LINED & PAINTED	TRANS.	TRANSITION	TRANS.	TRANSITION
∠	CEMENT MORTAR COATED	TYP.	TYPICAL	TYP.	TYPICAL
∠	CEMENT MORTAR LINED & PAINTED	TJ	TYTON JOINT	TJ	TYTON JOINT
∠	CEMENT MORTAR COATED	VERT.	VERTICAL	VERT.	VERTICAL
∠	CEMENT MORTAR LINED & PAINTED	V.C.P.	VITRIFIED CLAY PIPE	V.C.P.	VITRIFIED CLAY PIPE
∠	CEMENT MORTAR COATED	VOC	VOLATILE ORGANIC COMPOUND	VOC	VOLATILE ORGANIC COMPOUND
∠	CEMENT MORTAR LINED & PAINTED	W.I.	WROUGHT IRON	W.I.	WROUGHT IRON
∠	CEMENT MORTAR COATED	WM	WATER METER	WM	WATER METER
∠	CEMENT MORTAR LINED & PAINTED	WV	WATER VALVE	WV	WATER VALVE
∠	CEMENT MORTAR COATED	WT.	WEIGHT	WT.	WEIGHT
∠	CEMENT MORTAR LINED & PAINTED	W.	WEST	W.	WEST
∠	CEMENT MORTAR COATED	W/O	WEST OF	W/O	WEST OF
∠	CEMENT MORTAR LINED & PAINTED	W/	WITH	W/	WITH
∠	CEMENT MORTAR COATED	WS	WITH SURFACE	WS	WITH SURFACE
∠	CEMENT MORTAR LINED & PAINTED	O.C.	ON CENTER	O.C.	ON CENTER
∠	CEMENT MORTAR COATED	O.A.E.	OR APPROVED EQUAL	O.A.E.	OR APPROVED EQUAL
∠	CEMENT MORTAR LINED & PAINTED	O.D.	OUTSIDE DIAMETER	O.D.	OUTSIDE DIAMETER
∠	CEMENT MORTAR COATED	O.H.	OVER HEAD	O.H.	OVER HEAD
∠	CEMENT MORTAR LINED & PAINTED	P.W.M.T.	PAVEMENT	P.W.M.T.	PAVEMENT
∠	CEMENT MORTAR COATED	P.E.	PAD ELEVATION	P.E.	PAD ELEVATION
∠	CEMENT MORTAR LINED & PAINTED	PLT.	PLATE	PLT.	PLATE
∠	CEMENT MORTAR COATED	PE	PLAIN END	PE	PLAIN END
∠	CEMENT MORTAR LINED & PAINTED	P.A.	PLANTER AREA	P.A.	PLANTER AREA
∠	CEMENT MORTAR COATED	PAVT	PAVEMENT	PAVT	PAVEMENT
∠	CEMENT MORTAR LINED & PAINTED	P.C.C.	POINT OF COMPOUND CURVE	P.C.C.	POINT OF COMPOUND CURVE
∠	CEMENT MORTAR COATED	P.C.	POINT OF CURVE	P.C.	POINT OF CURVE
∠	CEMENT MORTAR LINED & PAINTED	P.I.	POINT OF INTERSECTION	P.I.	POINT OF INTERSECTION
∠	CEMENT MORTAR COATED	P.O.S.	POINT OF SLOPE	P.O.S.	POINT OF SLOPE
∠	CEMENT MORTAR LINED & PAINTED	P.T.	POINT OF TANGENCY	P.T.	POINT OF TANGENCY
∠	CEMENT MORTAR COATED	PT.	POINT	PT.	POINT
∠	CEMENT MORTAR LINED & PAINTED	P.V.C.	POLYVINYL CHLORIDE	P.V.C.	POLYVINYL CHLORIDE
∠	CEMENT MORTAR COATED	POS.	POSITIVE	POS.	POSITIVE
∠	CEMENT MORTAR LINED & PAINTED	LB.	POUND	LB.	POUND
∠	CEMENT MORTAR COATED	P.S.I.	POUND PER SQUARE INCH	P.S.I.	POUND PER SQUARE INCH
∠	CEMENT MORTAR LINED & PAINTED	P.P.	POWER POLE	P.P.	POWER POLE
∠	CEMENT MORTAR COATED	PVT.	PRIVATE	PVT.	PRIVATE
∠	CEMENT MORTAR LINED & PAINTED	PROJ.	PROJECT	PROJ.	PROJECT
∠	CEMENT MORTAR COATED	PROP.	PROPOSED	PROP.	PROPOSED
∠	CEMENT MORTAR LINED & PAINTED	R.	RADIUS	R.	RADIUS
∠	CEMENT MORTAR COATED	R. OR RAD.	RADIUS	R. OR RAD.	RADIUS
∠	CEMENT MORTAR LINED & PAINTED	RD	RELATIVE DENSITY	RD	RELATIVE DENSITY
∠	CEMENT MORTAR COATED	RL	RIDGELINE	RL	RIDGELINE
∠	CEMENT MORTAR LINED & PAINTED	R.R.	RAILROAD	R.R.	RAILROAD
∠	CEMENT MORTAR COATED	R.G.	ROUGH GRADE	R.G.	ROUGH GRADE
∠	CEMENT MORTAR LINED & PAINTED	G.A.	GAGE OR GAUGE	G.A.	GAGE OR GAUGE
∠	CEMENT MORTAR COATED	GAC.	GRANULAR ACTIVATED CARBON	GAC.	GRANULAR ACTIVATED CARBON
∠	CEMENT MORTAR LINED & PAINTED	GALL.	GALLON	GALL.	GALLON
∠	CEMENT MORTAR COATED	GALV.	GALVANIZED	GALV.	GALVANIZED
∠	CEMENT MORTAR LINED & PAINTED	G.I.P.	GALV. IRON PIPE	G.I.P.	GALV. IRON PIPE
∠	CEMENT MORTAR COATED	G.M.	GAS METER	G.M.	GAS METER
∠	CEMENT MORTAR LINED & PAINTED	G.V.	GATE VALVE	G.V.	GATE VALVE
∠	CEMENT MORTAR COATED	G.B.	GRADE BREAK	G.B.	GRADE BREAK
∠	CEMENT MORTAR LINED & PAINTED	GND.	GROUND	GND.	GROUND

IN. OR "	INCH	LONG.	LONGITUDINAL	LONG.	LONGITUDINAL
INCL.	INCLUDING	LL	LOW POINT	LL	LOW POINT
INST.	INSTALL	LUB.	LUBRICATED	LUB.	LUBRICATED
INC.	INCORPORATED	M.H.	MANHOLE	M.H.	MANHOLE
INT.	INTERIOR	MHR	MANHOLE RIM	MHR	MANHOLE RIM
INV.	INVERT	MFR.	MANUFACTURER	MFR.	MANUFACTURER
I.P.S.	IRON PIPE SIZE	MAX.	MAXIMUM	MAX.	MAXIMUM
IX	ION EXCHANGE	M.S.L.	MEAN SEA LEVEL	M.S.L.	MEAN SEA LEVEL
LN.	LANE	M.J.	MECHANICAL JOINTS	M.J.	MECHANICAL JOINTS
LAT.	LATITUDE	MID.	MIDDLE	MID.	MIDDLE
LT.	LEFT	MILE	MILE	MILE	MILE
LG.	LENGTH	MIN.	MINIMUM	MIN.	MINIMUM
		" OR MIN.	" OR MIN.	" OR MIN.	" OR MIN.
		MISC.	MISCELLANEOUS	MISC.	MISCELLANEOUS
		MON.	MONUMENT	MON.	MONUMENT
		NEG.	NEGATIVE	NEG.	NEGATIVE
		N.	NORTH	N.	NORTH
		N.C.	NORMALLY CLOSED	N.C.	NORMALLY CLOSED
		N/O	NORTH OF	N/O	NORTH OF
		N.I.C.	NOT IN CONTRACT	N.I.C.	NOT IN CONTRACT
		N.T.S.	NOT TO SCALE	N.T.S.	NOT TO SCALE
		NO. OR #	NUMBER	NO. OR #	NUMBER
		NOS.	NUMBERS	NOS.	NUMBERS
		O.C.	ON CENTER	O.C.	ON CENTER
		O.A.E.	OR APPROVED EQUAL	O.A.E.	OR APPROVED EQUAL
		O.D.	OUTSIDE DIAMETER	O.D.	OUTSIDE DIAMETER
		O.H.	OVER HEAD	O.H.	OVER HEAD
		P.W.M.T.	PAVEMENT	P.W.M.T.	PAVEMENT
		P.E.	PAD ELEVATION	P.E.	PAD ELEVATION
		PLT.	PLATE	PLT.	PLATE
		PE	PLAIN END	PE	PLAIN END
		P.A.	PLANTER AREA	P.A.	PLANTER AREA
		PAVT	PAVEMENT	PAVT	PAVEMENT
		P.C.C.	POINT OF COMPOUND CURVE	P.C.C.	POINT OF COMPOUND CURVE
		P.C.	POINT OF CURVE	P.C.	POINT OF CURVE
		P.I.	POINT OF INTERSECTION	P.I.	POINT OF INTERSECTION
		P.O.S.	POINT OF SLOPE	P.O.S.	POINT OF SLOPE
		P.T.	POINT OF TANGENCY	P.T.	POINT OF TANGENCY
		PT.	POINT	PT.	POINT
		P.V.C.	POLYVINYL CHLORIDE	P.V.C.	POLYVINYL CHLORIDE
		POS.	POSITIVE	POS.	POSITIVE
		LB.	POUND	LB.	POUND
		P.S.I.	POUND PER SQUARE INCH	P.S.I.	POUND PER SQUARE INCH
		P.P.	POWER POLE	P.P.	POWER POLE
		PVT.	PRIVATE	PVT.	PRIVATE
		PROJ.	PROJECT	PROJ.	PROJECT
		PROP.	PROPOSED	PROP.	PROPOSED
		R.	RADIUS	R.	RADIUS
		R. OR RAD.	RADIUS	R. OR RAD.	RADIUS
		RD	RELATIVE DENSITY	RD	RELATIVE DENSITY
		RL	RIDGELINE	RL	RIDGELINE
		R.R.	RAILROAD	R.R.	RAILROAD
		R.G.	ROUGH GRADE	R.G.	ROUGH GRADE

- THE CHLORINATION SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, CURRENT CITY OF RIALTO STANDARDS, AND THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION. ALL WORK SHALL BE SUBJECT TO THE INSPECTOR'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR. IN ADDITION, ALL TRENCH BACKFILL, A.C. PAVING, AND CONCRETE REPLACEMENT SHALL BE SUBJECT TO THE ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS AND MAKE NECESSARY POT HOLES, AND NOTIFY THE VARIOUS UTILITIES TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. ANY DELAY OR INCONVENIENCE CAUSED BY THE CONTRACTOR IN THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR DISCREPANCIES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. THE ENGINEER SHALL BE CONSULTED TO MAKE ANY/ALL REQUIRED INTERPRETATIONS OF THE PLANS, HOWEVER, THIS IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY FOR CONSTRUCTING THE PROJECT TO ACCOMPLISH THE INTENT OF THE PLANS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO A FAILURE TO GIVE SUCH NOTIFICATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION OPERATIONS.
- ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED.
- ALL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."
- CONTRACTOR SHALL SUBMIT "AS-BUILT" CHLORINATION SYSTEM PLANS TO THE OWNER.
- THE CONTRACTOR MUST HAVE A VALID CLASS "A" GENERAL CONTRACTORS LICENSE.
- CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMITS FROM THE CITY OF RIALTO PRIOR TO BEGINNING ANY WORK IN THEIR PUBLIC RIGHT OF WAY.
- THE CONTRACTOR SHALL NOTIFY RESPECTIVE CITY, PUBLIC WORKS DEPARTMENT FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST TWO (2) WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGEMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARDS.
- ALL PERMIT WORK SHALL CONFORM TO PERMIT REQUIREMENTS AT ALL TIMES. THE PLANS, SPECIFICATIONS AND ALL NECESSARY PERMITS REQUIRED BY THE OWNER AND THE RESPECTED CITY SHALL BE ON THE JOB SITE AT ALL TIMES.
- ALL WORK WHICH IS NOT IN THE PUBLIC RIGHT OF WAY SHALL BE DONE AT THE LEAST INCONVENIENCE TO THE PROPERTY OWNER, CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING LANDSCAPING. ALL PRIVATE OR PUBLIC WALLS, FENCES, SOILS REMOVED FOR THE CONSTRUCTION OF THE CHLORINATION SYSTEM SHALL BE REPLACED TO MATCH EXISTING. CONTRACTOR SHALL FILL ALL TURF & LANDSCAPED AREAS TO ORIGINAL GRADE TO ORIGINAL CONDITION.
- SHUT DOWN OF EXISTING TRANSMISSION MAINS SHALL BE LIMITED TO TWO (2) HOURS MAXIMUM, UNLESS DIRECTED OTHERWISE BY THE OWNER.
- CONNECTIONS TO EXISTING WATER LINES SHALL BE DONE ONLY IN THE PRESENCE OF THE WATER COMPANY INSPECTOR OR ITS DESIGNATED PERSONNEL.
- ALL PRESSURE TESTS SHALL BE APPROVED BY THE OWNER'S INSPECTOR PRIOR TO PLACEMENT OF PERMANENT RESURFACING.
- DISCHARGE OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR, PARTS 117 AND 302.
- POTENTIAL POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO: WASTES GENERATED DURING DRILLING ACTIVITIES, SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PLANT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER-CHLORINATED POTABLE WATER LINE FLUSHING.
- DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL NOTIFY ENGINEER TWO WORKING DAYS IN ADVANCE OF ANY DISPOSAL ACTIVITIES.

DIAL 811  
**DIG ALERT**  
UNDERGROUND SERVICE ALERT  
PLAY IT SAFE. DIAL BEFORE YOU DIG!  
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

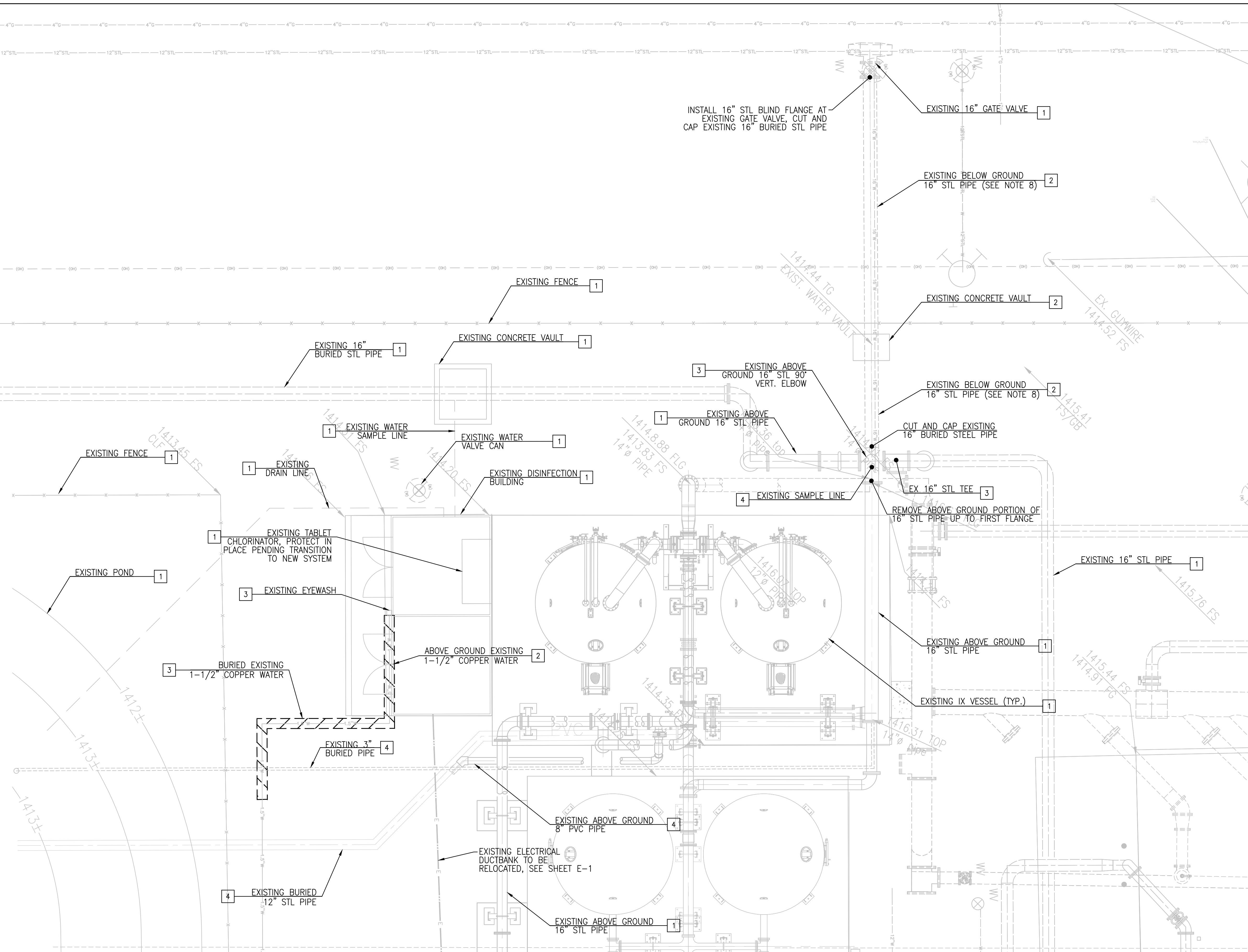
\\USRA\PI\W01\IN\RECON\ORANGE\W01\PROJECTS\NEW\60438759 - REF. PAVLD. TREATMENT\900-CAD-005\2018 - CHLORINATION SYSTEM PROJECT\SHEETS\0-1.DWG (02-11-20 11:41:11AM)

### DISPOSITION NOTES

- 1 PROTECT-IN-PLACE
- 2 ABANDON-IN-PLACE, REMOVE INTERFERING PORTIONS AS REQUIRED
- 3 REMOVE IN ITS ENTIRETY
- 4 RELOCATE AS REQUIRED PER OWNER'S DIRECTION

### DEMOLITION NOTES

1. ALL FACILITIES NOT SPECIFICALLY IDENTIFIED TO BE REMOVED SHALL BE PROTECTED-IN-PLACE.
2. THE CONTRACTOR SHALL PROMPTLY NOTIFY ALL APPLICABLE UTILITY PROVIDERS PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION WORK.
3. THIS PLAN MAY NOT SHOW ALL EXISTING ON-SITE UTILITIES AND/OR EXISTING SUBSTRUCTURES. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS PRIOR TO DETERMINE LOCATION OF ON-SITE STRUCTURES.
4. CONTRACTOR TO DOCUMENT EXISTING CONDITION OF SURROUNDING FACILITIES PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
5. ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE DONE IN ACCORDANCE WITH APPLICABLE REGULATIONS, ORDINANCES, AND CODES.
6. STREETS, PROPERTY ACCESS, STORM DRAINS, AND SEWERS SHALL REMAIN OPEN AND OPERABLE AT ALL TIMES.
7. MATERIALS RESULTING FROM DEMOLITION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED, DEBRIS AT THE SITE SHALL NOT BE ALLOWED TO ACCUMULATE.
8. CONTRACTOR SHALL ABANDON UNDERGROUND PIPING DESIGNATED HERON BY CUTTING AND CAPPING THE PIPE AND FILLING WITH 2-SACK SAND-CEMENT SLURRY.

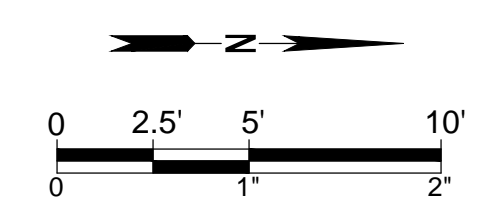


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PLANS PREPARED BY:

**AECOM**

999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

REGISTERED PROFESSIONAL ENGINEER

BRYAN C. PAINE

No. C64334

Exp. 06/30/21

STATE OF CALIFORNIA

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION						REV <b>9</b>		
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>3</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>D-1</b>
<b>DEMOLITION PLAN</b>								

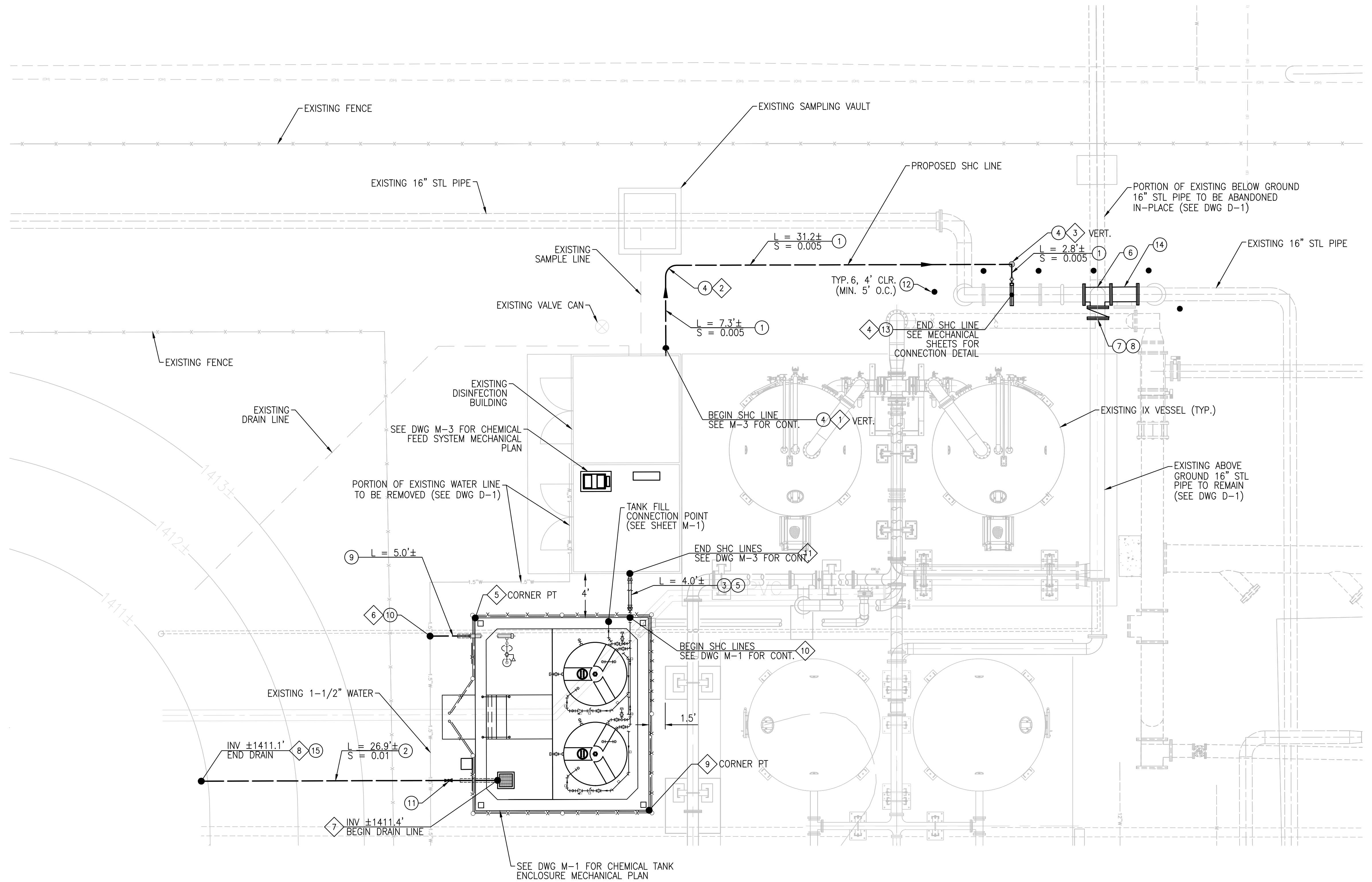
POINT TABLE		
POINT	NORTHING	EASTING
1	1868668.83	6743016.72
2	1868669.13	6743009.46
3	1868700.28	6743009.17
4	1868700.28	6743011.99
5	1868651.46	6743041.14
6	1868647.35	6743042.77
7	1868653.46	6743055.89
8	1868626.53	6743055.89
9	1868667.21	6743058.64
10	1868665.52	6743041.14
11	1868665.52	6743037.14

### CONSTRUCTION NOTES

- 1 INSTALL 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SHC LINE PER DETAIL 3, DWG C-2, 30" MIN COVER
- 2 4" SCH 80 PVC DRAIN LINE, 30" MIN COVER
- 3 3/4" SCH. 80 CPVC RECIRCULATION LINE, 30" MIN COVER
- 4 INSTALL 1-1/2" SCH. 80 CPVC 90° LONG RADIUS ELBOW WITH 1/2" TEFLON TUBING
- 5 3/4" SCH. 80 CPVC METERING PUMP SUCTION, 30" MIN COVER
- 6 INSTALL 16" SCH. 40 STL TEE, FE X FE X FE
- 7 INSTALL 16" WAFER STYLE CHECK VALVE, FE X FE
- 8 INSTALL 16" SLIP-ON WELDING FLANGE
- 9 INSTALL 1-1/2" TYPE K WITH TAPE COAT, HARD OR SOFT ANNEALED, COPPER PIPE WATER LINE PER DETAIL 3, DWG C-2, 30" MIN COVER
- 10 INSTALL 1-1/2" TYPE K WITH TAPE COAT, HARD OR SOFT ANNEALED COPPER TEE WITH PLUG
- 11 INSTALL 4" CPVC GATE VALVE, SPEARS 2023-040C WITH TN-040 2" OPERATOR NUT (OR APPROVED EQUAL), AND TRAFFIC RATED VALVE BOX PER DETAIL 1, DWG C-2
- 12 INSTALL PIPE BOLLARD PER DETAIL 2, DWG C-2
- 13 16" DIA SS WAFER STYLE STATIC MIXER WITH INJECTION PORT AT TOP, WESTFALL 2800 SERIES OR APPROVED EQUAL, PER DETAIL 5, DWG M-3
- 14 INSTALL 16" SCH. 40 STL PIPE SPOOL, FE X FE
- 15 INSTALL 4" TIDFLEX DUCK BILL CHECK VALVE, SERIES TF-1, 316 SS CLAMPS, OR APPROVED EQUAL

### GENERAL NOTE

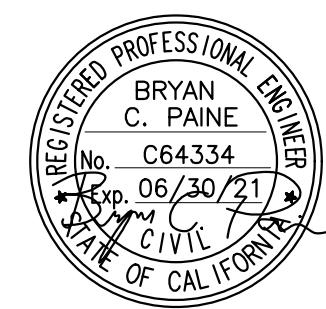
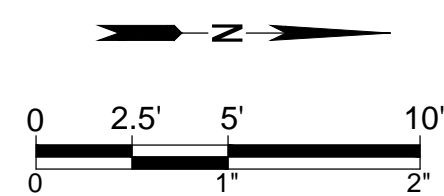
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PIPING AND APPURTENANCES SHOWN HEREON AND INFORM THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING ANY WORK.



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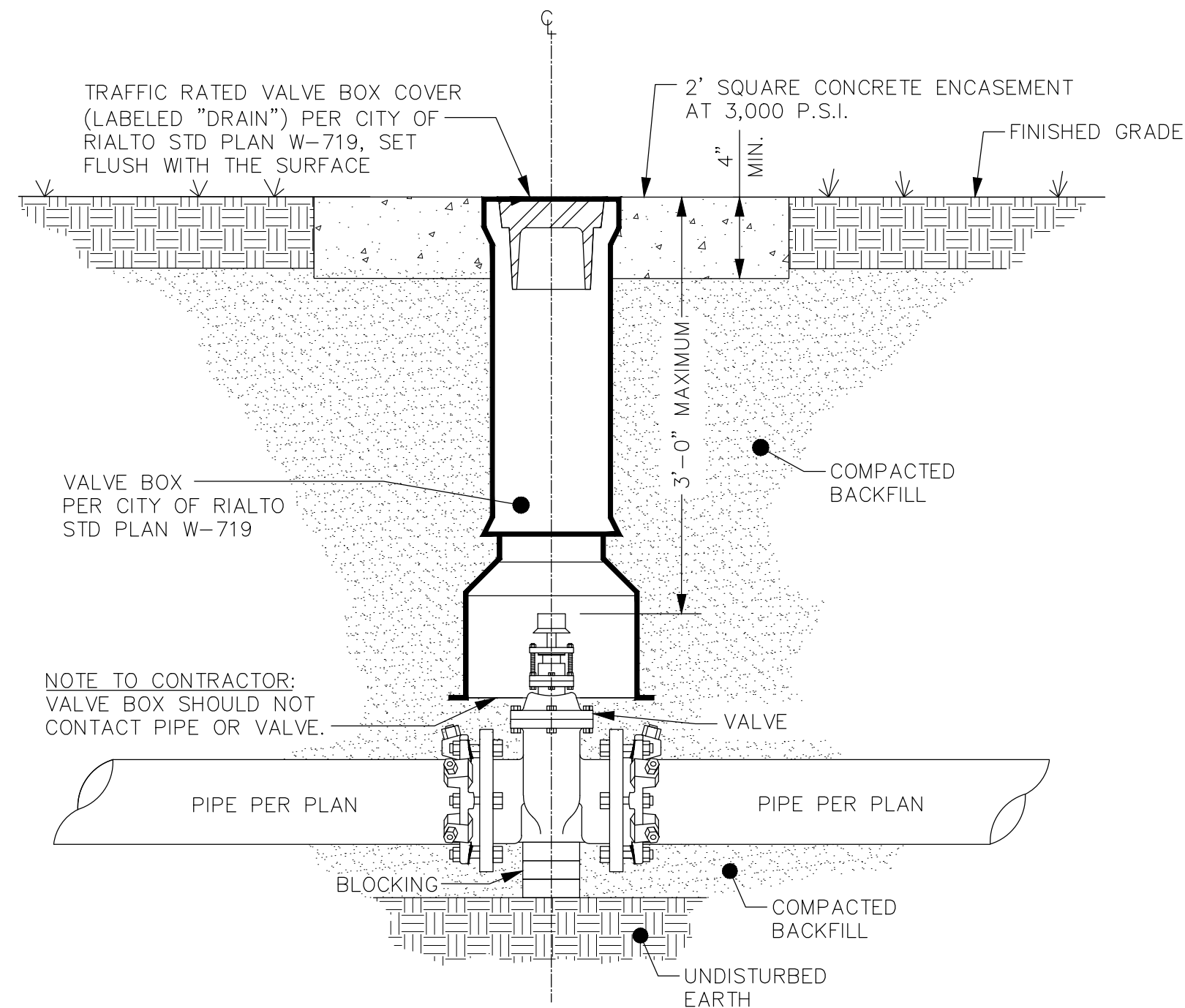
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET	4
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO.	C-1

CIVIL PIPING PLAN

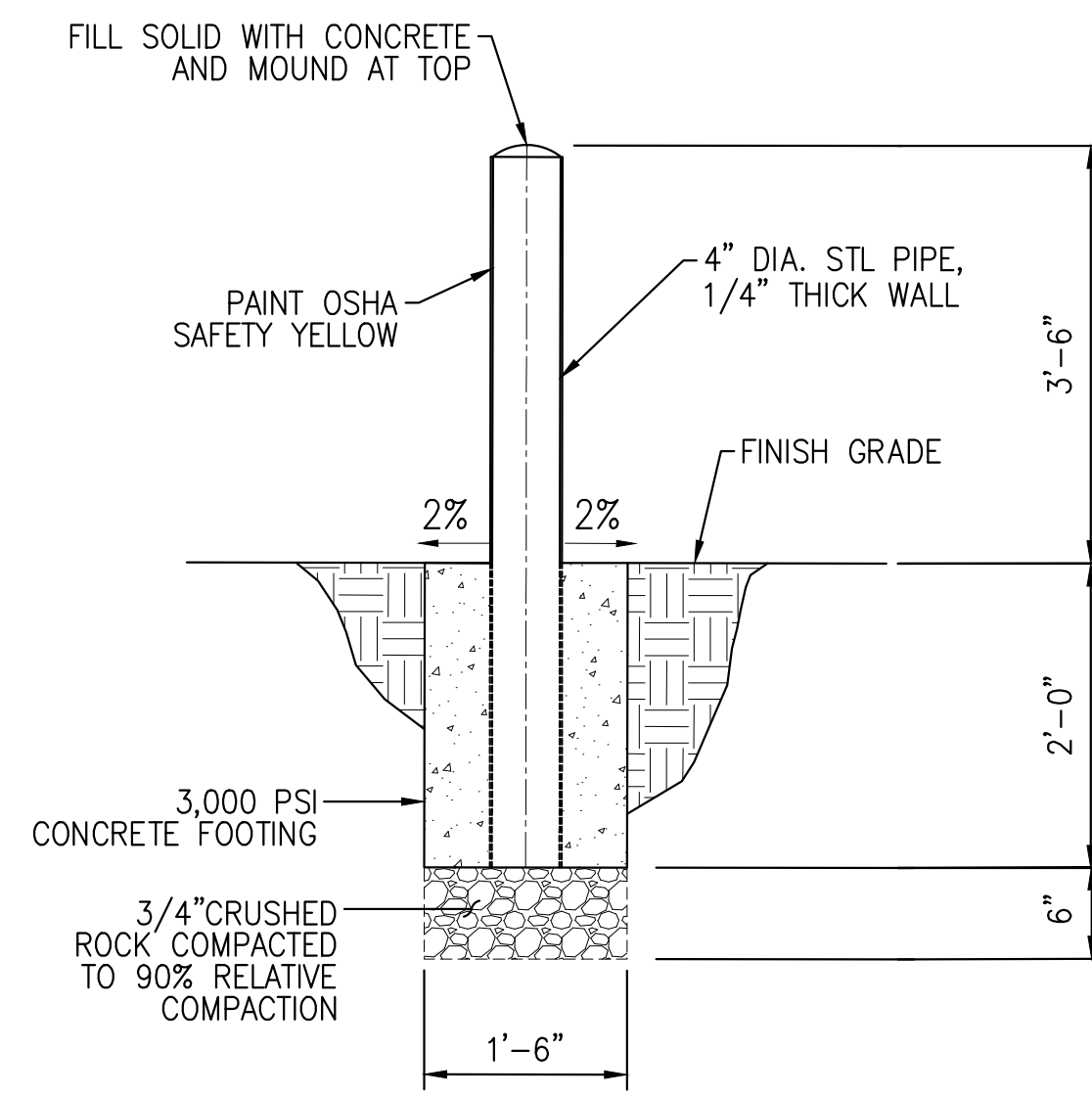
REV  
9  
4  
C-1

\\ORANGE\AECOM\NET\COMMON\ORANGE\DESIGN\PROJECTS\ENV\60438759 - REF BUILD TREATMENT\A00-CAD-C65\2018\_CHLORINATION\_SYSTEM\_PROJECT\SHEETS\C-1.DWG (02-12-20 3:51:08PM)



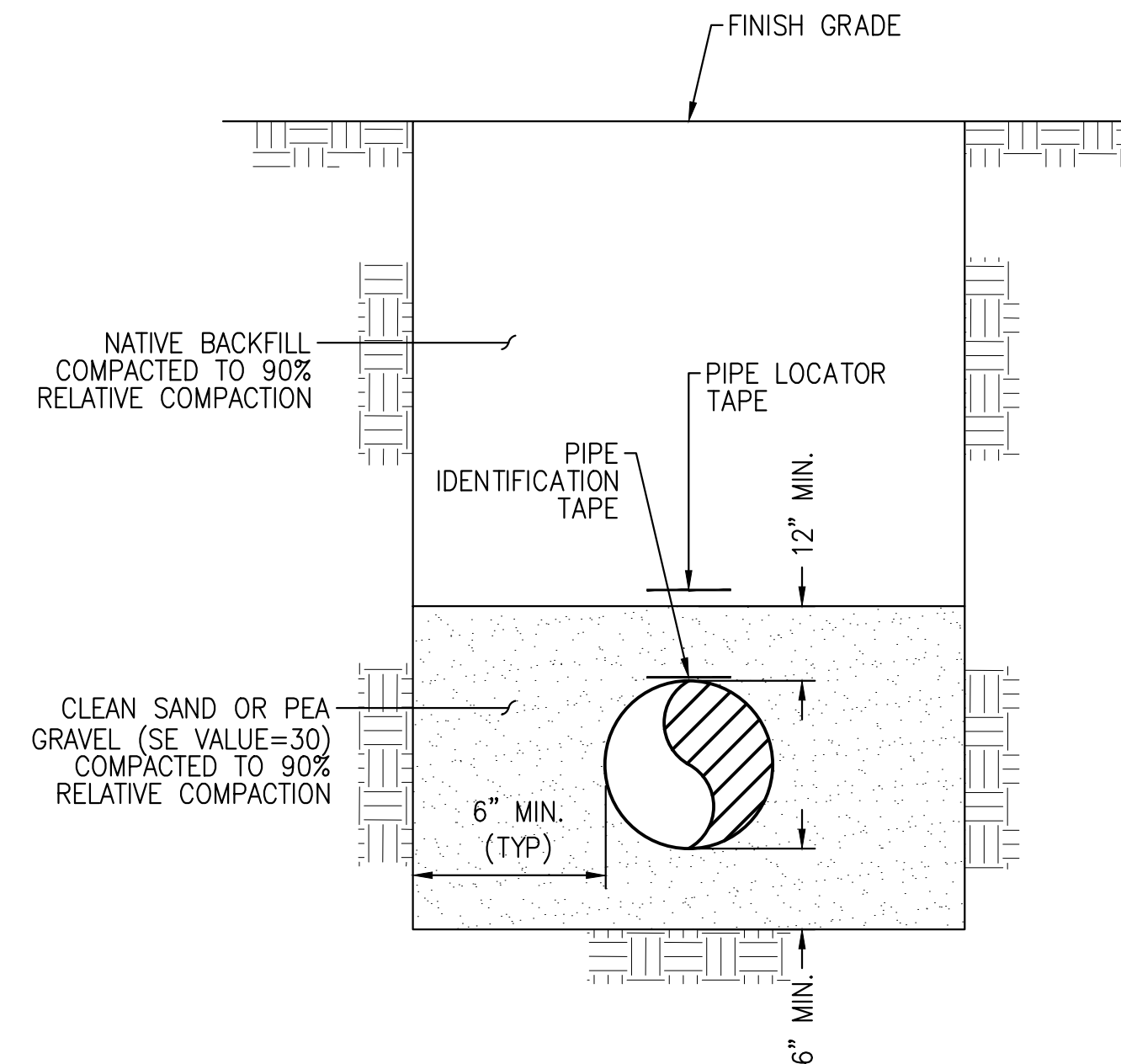
**VALVE BOX**  
NOT TO SCALE

1  
-



**BOLLARD POST**  
NOT TO SCALE

2  
-



**PIPE TRENCH**  
NOT TO SCALE

3  
-

\\USRA\PI\PL\DWG\IN\AECOM\CA\ORANGE\US\PROJECTS\ENV\60438759 - REF - RALID - TREATMENT\900-CAD-BUS\2018 - CHLORINATION - SYSTEM - PROJECT\SHEETS\C-2.DWG (02-11-20 11:20:38AM)

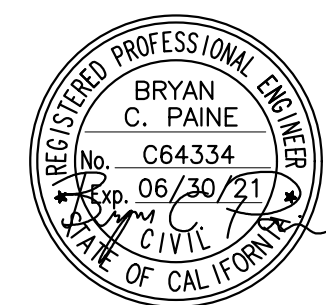
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE  
AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	5

DWG NO.

**CIVIL DETAILS**

C-2

**GENERAL STRUCTURAL NOTES**

THESE NOTES SHALL APPLY UNLESS SHOWN/INDICATED OTHERWISE ELSEWHERE ON THE STRUCTURAL DRAWINGS.

**GENERAL**

- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE (CBC), BASED UPON THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC). WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATION, AS OF THE DATE OF THESE DRAWINGS.
- THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH CIVIL AND MECHANICAL DRAWINGS. NO PORTION OF STRUCTURAL RELATED WORK, INCLUDING SHOP DRAWING DEVELOPMENT, SHALL BE PERFORMED WITHOUT CONSIDERING REQUIREMENTS OF CONTRACT DOCUMENTS IN THEIR ENTIRETY.
- NEITHER THE OWNER NOR THE STRUCTURAL ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. SITE OBSERVATION VISITS BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE SAFETY ITEMS. IF A LAWSUIT IS FILED BY ONE OF THE CONTRACTOR'S OR SUBCONTRACTOR'S EMPLOYEES, OR ANY ONE ELSE, THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE OWNER AND AECOM, THEIR PARENT AND SUBSIDIARY COMPANIES HARMLESS OF ANY AND ALL SUCH CLAIMS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WALLS, ETC. ARE ADEQUATELY BRACED AND SHORED DURING CONSTRUCTION. ALL BRACING/SHORING SHALL BE DESIGNED BY A REGISTERED ENGINEER HIRED BY THE CONTRACTOR. NO BACKFILL OR LOADING OF CONCRETE WALLS SHALL OCCUR UNTIL CONCRETE HAS REACHED ITS 28-DAY COMPRESSIVE STRENGTH.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. SHOULD CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS, THE ENGINEER SHALL BE NOTIFIED IN WRITING BEFORE PROCEEDING WITH WORK.
- UNLESS DETAILED, SPECIFIED, OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND THESE GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS WHERE THEY OCCUR.
- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS AND METHODS TO ACCOMPLISH THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND PEDESTRIANS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT BE CONSIDERED AS INSPECTION OF SUCH ITEMS.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
- ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
  - A. SIZE AND LOCATION OF ALL OPENINGS.
  - B. SIZE AND LOCATION OF ALL CONCRETE CURBS, WALKS, FLOOR DRAINS, ETC.
  - C. DIMENSIONS WHICH ARE NOT SHOWN ON STRUCTURAL DRAWINGS.
- CONSTRUCTION MATERIALS SHALL BE EVENLY DISTRIBUTED IF PLACED ON FRAMED FLOORS OR ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL. WHEN WEIGHT OF MATERIALS OR EQUIPMENT MAY EXCEED DESIGN LOAD, STRUCTURAL SYSTEMS SHALL BE SHORED.
- SOIL PROPERTIES, ALLOWABLE DESIGN VALUES, GRADING AND COMPACTION REQUIREMENTS AS PER GEOTECHNICAL EXPLORATION REPORT BY LEIGHTON CONSULTING, INC, PROJECT NO. 11107.001 DATED NOVEMBER 18, 2015. THIS REPORT SHALL BE CONSIDERED A PART OF THESE PLANS AND SHALL BE KEPT AT THE JOB SITE AT ALL TIMES. A COPY OF THIS REPORT IS AVAILABLE FOR REVIEW IN THE ENGINEER'S OFFICE.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL SITE UTILITIES PRIOR TO STARTING WORK, BOTH ABOVE GROUND AND BELOW GROUND, WHICH MAY BE IMPACTED BY THE WORK SHOWN ON THESE DRAWINGS. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL ITEMS SHOWN ON THESE PLANS ARE NEW UNLESS NOTED (E), EXIST. OR EXISTING.

**REINFORCING STEEL**

- REINFORCEMENT FOR CONCRETE SHALL BE DEFORMED BARS CONFORMING TO ASTM SPECIFICATION A615 (A706/A706M FOR WELDED REINFORCING). GRADE 60 STEEL SHALL BE USED EXCEPT THAT #3 BARS AND SMALLER MAY BE GRADE 40 STEEL.
- WIRE MESH SHALL CONFORM TO ASTM A1064. LAP 12" WHERE SPLICED.
- ALL REINFORCEMENT, ANCHOR BOLTS, AND OTHER ANCHORAGES PLACED IN CONCRETE SHALL BE ACCURATELY PLACED AND POSITIVELY SECURED AND SUPPORTED BY CONCRETE BLOCKS, METAL CHAIRS, SPACERS, OR METAL HANGERS, AND SHALL BE IN POSITION BEFORE CONCRETE PLACING OR GROUTING IS BEGUN. DETAILING AND PLACING OF BARS SHALL CONFORM TO THE ACI MANUAL OF STANDARD PRACTICES.
- BARS SPECIFIED AS "CONTINUOUS" SHALL EXTEND THE FULL LENGTH OF THE MEMBER CONTAINING THEM AND MAY BE SPLICED (UNLESS NOTED OR SHOWN WITHOUT SPLICES ON THE PLANS). IN CONCRETE, PROVIDE LAPS PER DETAIL 3 ON DRAWING S-6. STAGGER ALL SPLICES.
- DOWELS SHALL BE PROVIDED AT ALL POUR JOINTS AND SHALL BE THE SAME SIZE AND SPACING AS REINFORCING DIRECTLY BEYOND POUR JOINTS.
- ALL REINFORCING BAR BENDS SHALL BE MADE COLD, UNLESS OTHERWISE PERMITTED BY THE ENGINEER. REBENDING OF BARS IS NOT PERMITTED.
- WELDING OF REINFORCING STEEL, METAL INSERTS AND CONNECTIONS IN REINFORCED CONCRETE OR MASONRY CONSTRUCTION SHALL CONFORM TO ANSI/AWS D1.4-11. USE LOW HYDROGEN E-70 SERIES ELECTRODES FOR WELDING OF REINFORCING BARS. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING IN ACCORDANCE WITH CBC CHAPTER 17.
- THE SPECIFIED DIMENSIONS OF THE VERTICAL LEGS OF "L" DOWELS, WHOSE HORIZONTAL LEGS ARE CAST INTO A FOOTING OR SLAB CAST ON TOP OF EARTH, ARE BASED UPON THE SLAB THICKNESS AS SHOWN ON THE DRAWINGS. IF A SLAB IS POURED THICKER THAN SHOWN ON THE DRAWINGS, SUCH AS FOR THE SUBGRADE OCCURRING AT A LOWER ELEVATION THAN SHOWN, THE VERTICAL LEGS MUST BE FABRICATED TO A LONGER LENGTH OR THE HORIZONTAL TAILS MUST BE SUPPORTED ABOVE SUBGRADE HIGH ENOUGH TO PROVIDE THE SAME AMOUNT OF LAP LENGTH BETWEEN THE DOWEL AND THE WALL VERTICAL REINFORCING.
- CONDUIT AND PIPING SHALL BE FABRICATED AND INSTALLED SO THAT CUTTING, BENDING, OR DISPLACEMENT OF REINFORCEMENT FROM ITS SPECIFIED LOCATION WILL NOT BE REQUIRED. (REF. ACI 318-14, SECTION 26.8.2).

**CONCRETE**

- AGGREGATES FOR CONCRETE SHALL CONFORM TO ASTM C33. CONCRETE  $f'_c$  AT 28 DAYS SHALL BE AS NOTED BELOW. REQUIRED AVERAGE COMPRESSIVE STRENGTH ( $f'_{cr}$ ) SHALL BE IN ACCORDANCE WITH ACI 301-16, ARTICLE 4.2.3.

CONCRETE SCHEDULE		
ITEMS	28 DAY COMPRESSIVE CYLINDER STRENGTH	
	2500 PSI	4000 PSI
ALL CONCRETE, U.N.O.		X
PIPE BLOCKS AND APPURTENANCES, ELECTRICAL EQUIPMENT PADS, PIPE ENCASUREMENTS, DUCT BANKS		X
CURB AND GUTTER, SIDEWALKS, MISC. SITE WORK	X	

- CEMENT FOR CONCRETE SHALL BE TYPE II PORTLAND CEMENT CONFORMING TO ASTM C150.
- READY MIXED CONCRETE SHALL CONFORM TO ASTM C94.
- CONCRETE COVER FOR REINFORCING BARS SHALL BE: CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH = 3" EXPOSED TO EARTH OR WEATHER: = 2"
- DRYPACK SHALL BE 1 PART CEMENT AND 3 PARTS SAND (BY VOLUME).
- NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. SEE MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR LOCATION OF SLEEVES THROUGH WALLS AND FLOORS.
- REFER TO DRAWING DETAILS FOR ALL MOLDS, GROOVES, CLIPS, GROUNDS, ORNAMENTS AND OTHER INSERTS TO BE CAST IN CONCRETE.
- THE LOCATION OF ALL CONSTRUCTION JOINTS NOT SPECIFICALLY NOTED OR SHOWN SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
- "ROUGHENED SURFACES", WHERE SPECIFIED ON THE DRAWINGS, SHALL BE MECHANICALLY ROUGHENED SUCH THAT A 1/4"± AMPLITUDE IS ACHIEVED BETWEEN HIGH AND LOW SPOTS OF THE ROUGHENED SURFACE. THE SURFACE SHALL BE CLEAN AND FREE OF LAITANCE.
- ALL SLABS SHALL HAVE A TROWEL FINISH EXCEPT AS NOTED ON THE DRAWINGS.
- PROVIDE 3/4" CHAMFER AT ALL EXPOSED (I.E., NOT BURIED OR CONCEALED FROM VIEW OR ACCESS) CONCRETE EDGES AND CORNERS.

**STEEL**

- ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE ASTM A36 UNLESS NOTED OTHERWISE AND SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL STRUCTURAL STEEL UNLESS FABRICATION IS PERFORMED ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SECTION 1704.2.5.1 OF THE 2019 CBC. AT THE COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE CITY BUILDING OFFICIAL AND TO THE ENGINEER STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ALL WIDE FLANGE SECTIONS (W SHAPES) SHALL CONFORM TO ASTM A992,  $F_y = 50$  KSI.
- STEEL TUBES SHALL CONFORM TO ASTM A500, GRADE B OR BETTER, UNLESS NOTED OTHERWISE.
- STEEL PIPES SHALL CONFORM TO ASTM A53, GRADE B.
- BOLTS SHALL CONFORM TO ASTM A307 OR BETTER, UNLESS NOTED OTHERWISE.
- HOLES FOR BOLTS IN STEEL SHALL BE OF SAME DIAMETER AS BOLT +1/16" MAXIMUM. CONNECTED MEMBERS SHALL BEAR ONLY UPON UNTHREADED PORTIONS OF BOLTS.
- ALL WELDING SHALL BE SHIELDED ARC TYPE IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WELDING SOCIETY CODE D1.1. AND SHALL BE PERFORMED BY A CERTIFIED WELDER IN A FABRICATION SHOP REGISTERED AND APPROVED IN ACCORDANCE WITH STEEL NOTE 1 ABOVE. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING IN ACCORDANCE WITH AISC 360, SECTION N5.4.
- NO STRUCTURAL STEEL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED AND APPROVED BY THE STRUCTURAL ENGINEER.
- STAINLESS STEEL SHALL CONFORM TO ASTM A276/AISI 316. STAINLESS STEEL BOLTS AND THREADED RODS SHALL CONFORM TO ASTM F593. STAINLESS STEEL NUTS SHALL CONFORM TO ASTM F594.
- WELDING OF STAINLESS STEEL SHALL CONFORM TO STRUCTURAL WELDING CODE - STAINLESS STEEL, ANSI/AWS D1.6-07
- WHERE SPECIFIED, USE OF HIGH-STRENGTH BOLTS SHALL CONFORM TO THE PROVISIONS OF THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS OF THE ENGINEERING FOUNDATION (RSCC). SPECIAL INSPECTION OF HIGH-STRENGTH BOLT CONNECTIONS IS REQUIRED.
- ALL CARBON STEEL EXPOSED TO WEATHER OR DAMP/WET CONDITION SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, A385 AFTER FABRICATION. REPAIR/TOUCHUP OF GALVANIZING SHALL BE IN ACCORDANCE WITH ASTM A780. ALL OTHER CARBON STEEL SHALL RECEIVE TWO COATS OF SHOP APPLIED PRIMER AND BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.
- ANCHOR RODS SHALL CONFORM TO ASTM F1154, GRADE 36.

**CONTRACTOR PROVIDED STRUCTURAL DESIGNS**

CONTRACTOR SHALL PROVIDE DESIGN BY A LICENSED ENGINEER FOR EACH OF THE FOLLOWING:

- ROOF CANOPY, CANOPY SUPPORT COLUMNS, LATERAL BRACING AND THEIR ANCHORAGES
- CHEMICAL STORAGE TANKS
- CHEMICAL STORAGE TANKS AND EQUIPMENT ANCHORAGE (SEE CHEMICAL STORAGE TANKS AND EQUIPMENT ANCHORAGE NOTES BELOW)

**CHEMICAL STORAGE TANK AND EQUIPMENT ANCHORAGE**

- ANCHORAGE FOR CHEMICAL STORAGE TANKS AND OTHER EQUIPMENT SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT CALCULATIONS AND SHOP DRAWINGS SIGNED AND STAMPED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER PRIOR TO FABRICATION.
- TANK ANCHORS SHALL BE ASTM F1554, GRADE 36 CAST-IN-PLACE ANCHOR BOLTS OR THREADED ROD ADHESIVE ANCHORS UNLESS NOTED OTHERWISE. ANCHORS FOR OTHER EQUIPMENT SHALL BE 316 STAINLESS STEEL CAST-IN-PLACE ANCHOR BOLTS OR THREADED ROD ADHESIVE ANCHORS, UNLESS NOTED OTHERWISE. EXPANSION ANCHORS MAY NOT BE USED FOR THE ANCHORAGE.
- TANK AND VESSEL ANCHORS SHALL BE DESIGNED IN ACCORDANCE WITH ASCE 7-16 SECTION 15.7.5 AND ACI 318-14 CHAPTER 17. IN SEISMIC DESIGN CATEGORY C, D, E, AND F, THE ANCHOR EMBEDMENT INTO THE CONCRETE SHALL BE DESIGNED TO DEVELOP THE STEEL STRENGTH OF THE ANCHOR IN TENSION DETERMINED IN ACCORDANCE WITH ACI 318, EQ. 17.4.1.2. THE ANCHOR SHALL HAVE A MINIMUM GAUGE LENGTH OF EIGHT DIAMETERS. POST-INSTALLED ANCHORS ARE PERMITTED TO BE USED IN ACCORDANCE WITH ASCE 7-16 SECTION 15.4.9.3 PROVIDED THAT THE ANCHOR EMBEDMENT INTO THE CONCRETE IS DESIGNED TO DEVELOP THE STEEL STRENGTH OF THE ANCHOR IN TENSION. LOAD COMBINATIONS INCLUDING OVERSTRENGTH ARE NOT TO BE USED TO SIZE THE ANCHOR BOLTS FOR TANKS AND HORIZONTAL AND VERTICAL VESSELS.

**ADHESIVE ANCHORS (HILTI)**

- ADHESIVE ANCHORS SHALL BE "HILTI HIT-RE 500 V3" ADHESIVE ANCHORS FOR CONCRETE AS MANUFACTURED BY HILTI, INC.
- ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ICC EVALUATION REPORT No. 3814 FOR CONCRETE.
- SPECIAL INSPECTION PER CHAPTER 1704.13 OF THE CBC SHALL BE PROVIDED DURING ANCHOR INSTALLATION.
- AN ALTERNATIVE ADHESIVE ANCHOR PRODUCT MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL, PROVIDED THAT IT HAS A CURRENT ICC EVALUATION REPORT APPROVAL.
- ALL ABANDONED HOLES SHALL BE FILLED WITH A DRYPACK GROUT WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI. THE FILLED HOLE(S) SHALL BE PREPARED AND CLEANED AS REQUIRED BY THE GROUT MANUFACTURER.
- LOCATE EXISTING REINFORCING USING A NON-DESTRUCTIVE METHOD (PACHOMETER OR OTHER), PRIOR TO DRILLING HOLES FOR ANCHORS. MAINTAIN A MINIMUM CLEARANCE OF 1" BETWEEN THE REINFORCEMENT AND THE ANCHOR.
- CONCRETE IN WHICH ADHESIVE ANCHORS ARE INSTALLED SHALL HAVE A MINIMUM AGE OF 21 DAYS AT TIME OF ANCHOR INSTALLATION.
- ADHESIVE ANCHORS IN MASONRY SHALL HAVE A MINIMUM EDGE DISTANCE AND BOLT SPACING OF 4 INCHES.

\\USBR\PIPL\WOOD\IN\BECOM\ECOM\ORANGE\USBR\PROJECTS\NEW\604\38759 - REF. REVISED TREATMENT 900-CAD-05\12\2018 - INFORMATION SYSTEM PROJECT\SHEETS\S-1 - GENERAL STRUCTURAL NOTES.DWG (02-11-20 12:38:17PM)

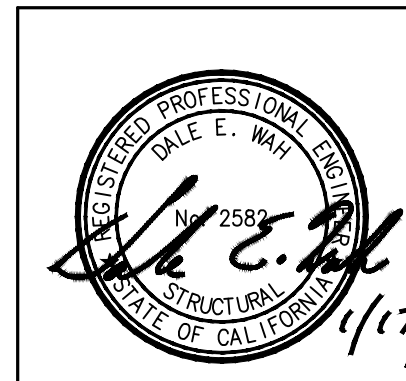
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SCALE	AS SHOWN	DESIGNED BY	D. KLIANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN	SHEET <b>6</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>S-1</b>

GENERAL STRUCTURAL NOTES

**STRUCTURAL ABBREVIATIONS**

&	AND	JST	JOIST
@	AT	JT	JOINT
#	NUMBER	KIP	1,000 POUNDS
Ø	DIAMETER	KSI	KIPS PER SQUARE INCH
AB	ANCHOR BOLT	L	ANGLE
ABS	ANCHOR BOLTS	LB(S)	POUNDS
ACI	AMERICAN CONCRETE INSTITUTE	LB/SF	POUND(S) PER SQUARE FOOT
ADJ	ADJACENT	LF	LINEAR FOOT
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	LG	LONG
AISI	AMERICAN IRON AND STEEL INSTITUTE	LL	LIVE LOAD
ALUM	ALUMINUM	LLH	LONG LEG HORIZONTAL
ALT	ALTERNATE	LLV	LONG LEG VERTICAL
APROX	APPROXIMATE	LLBB	LONG LEG BACK-TO-BACK
ARCH	ARCHITECTURAL	LONGIT	LONGITUDINAL
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	LP	LOW POINT
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	LW	LIGHT WEIGHT
AWS	AMERICAN WELDING SOCIETY	MAS	MASONRY
BLKG	BLOCKING	MAT	MATERIAL
BLDG	BUILDING	MAX	MAXIMUM
BM	BEAM	MB	MACHINE BOLT
BOT	BOTTOM	MECH	MECHANICAL
BRG	BEARING	MIN	MINIMUM
BS	BOTH SIDES	MISC	MISCELLANEOUS
BTWN	BETWEEN	MFG	MANUFACTURER
C	CHANNEL	MO	MASONRY OPENING
CALC'S	CALCULATIONS	MTL	METAL
CBC	CALIFORNIA BUILDING CODE	(N)	NEW
CC,C/C	CENTER-TO-CENTER	NDT	NON-DESTRUCTIVE TEST(ING)
CF	CUBIC FOOT	NIC	NOT IN CONTACT
CI	CAST-IRON	NO	NUMBER
CJ	CONSTRUCTION JOINT	NOM	NOMINAL
CJP	COMPLETE JOINT PENETRATION	NS	NEAR SIDE
€	CENTERLINE	NSG	NON-SHRINK GROUT
CLG	CEILING	NTS	NOT TO SCALE
CLK(G)	CAULK(ING)	OC	ON CENTERS
CLR	CLEAR	OD	OUTSIDE DIAMETER
CMU	CONCRETE MASONRY UNIT	OH	OPPOSITE HAND, OVERHEAD
CNJ	CONTROL JOINT	OPNG(S)	OPENING(S)
CNTR	CENTER	OPP	OPPOSITE
COL	COLUMN	PCF	POUNDS PER CUBIC FOOT
CONC	CONCRETE	PERP	PERPENDICULAR
CONST	CONSTRUCTION	PJP	PARTIAL JOINT PENETRATION
CONT	CONTINUOUS	PLF	POUNDS PER LINEAL FOOT
C.S.	CARBON STEEL	PNL	PANEL
DBL	DOUBLE	PREFAB	PREFABRICATED
DEPT	DEPARTMENT	PP	PARTIAL PENETRATION
DET	DETAIL	PSF	POUNDS PER SQUARE FOOT
DIA	DIAMETER	PSI	POUNDS PER SQUARE INCH
DIM	DIMENSION	PT(S)	POINT(S)
DL	DEAD LOAD	PVC	POLYVINYL CHLORIDE
DN	DOWN	R, RAD	RADIUS
DO	DITTO	RD	ROOF DRAIN
DIV	DIVISION	RECT	RECTANGLE, RECTANGULAR
DR	DOOR	REF	REFERENCE
DWG(S)	DRAWINGS	REINF	REINFORCING, REINFORCEMENT
DWL	DOWEL	REQ'D	REQUIRED
(E)	EXISTING	REV	REVISION
EA	EACH	SCH	SCHEDULE
EF	EACH FACE	SECT	SECTION
EJ	EXPANSION JOINT	SF	SQUARE FOOT
EL	ELEVATION	SHT	SHEET
EMBED	EMBEDMENT	SIM	SIMILAR
EQ	EQUAL	SLH	SHORT LEG HORIZONTAL
EQUIP	EQUIPMENT	SLV	SHORT LEG VERTICAL
ES	EACH SIDE	SMS	SHEET METAL SCREW
EW	EACH WAY	SOG	SLAB ON GRADE
EXP	EXPANSION	SPEC(S)	SPECIFICATION(S)
EXT	EXTERIOR	SQ	SQUARE
(F)	FUTURE	SS, SST	STAINLESS STEEL
FD	FLOOR DRAIN	STD	STANDARD
FDN	FOUNDATION	STIFF	STIFFENER
FF	FINISH FLOOR	STL	STEEL
FIN	FINISH	STRUC	STRUCTURE
FLR	FLOOR	STS	SELF TAPPING SCREW
FNDN/FDN	FOUNDATION	SUSP	SUSPENDED
FO	FACE OF	SYM/SYMM	SYMMETRICAL
FRMG	FRAMING	SYS	SYSTEM
FRP	FIBERGLASS REINFORCED PLASTIC	T	THICKNESS
FT	FOOT/FEET	T&B	TOP AND BOTTOM
FTG	FOOTING	TEMP	TEMPORARY
GA	GAGE/GAUGE	THK	THICK
GALV	GALVANIZED	TL	TOTAL LOAD
GI	GALVANIZED IRON	TMS	THE MASONRY SOCIETY
GRD	GRADE	TOC	TOP OF CONCRETE
HDG	HOT DIP GALVANIZED	TOF	TOP OF FOOTING
HDR	HEADER	TOS	TOP OF STEEL
(H)/HORIZ	HORIZONTAL	TYP	TYPICAL
HM	HOLLOW METAL	TW	TOP OF WALL
HP	HIGH POINT	UON/ UNO	UNLESS OTHERWISE NOTED
HSB	HIGH STRENGTH BOLT	UT	ULTRASONIC TESTING
HSS	HOLLOW STRUCTURAL SECTION	(V)/VERT	VERTICAL
HT	HEIGHT	VIF	VERIFY IN FIELD
HVAC	HEATING, VENTILATION, & AIR CONDITIONING	W/	WITH
IBC	INTERNATIONAL BUILDING CODE	W.P.	WORKING POINT
ICC	INTERNATIONAL CODE COUNCIL	W/O	WITHOUT
ID	INSIDE DIAMETER	WP	WATERPROOF/WORK POINT
IF	INSIDE FACE	WT	WEIGHT, STRUCTURAL TEE, WALL THICKNESS
INCH	INCH	YD	YARD
INT	INTERIOR		

**DESIGN CRITERIA**

DESIGN CODES AND REFERENCES:  
 • CALIFORNIA BUILDING CODE, 2019 EDITION  
 • ACI 318-14  
 • ASCE 7-16

CANOPY LOADING:  
 ROOF DL = 5 PSF (ASSUMED)  
 ROOF LL = 20 PSF (ASSUMED)

SEISMIC DESIGN PARAMETERS:  
 ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE PROCEDURE  
 LOCATION: 34.126 N. LAT., 117.9358 W. LONG.  
 RISK CATEGORY: IV  
 SITE CLASS: D  
 SEISMIC DESIGN CATEGORY: D

S<sub>s</sub> = 1.945      S<sub>1</sub> = 0.867  
 F<sub>a</sub> = 1.0      F<sub>v</sub> = 1.5  
 S<sub>ps</sub> = 1.297      S<sub>D1</sub> = 0.867  
 I<sub>e</sub> = 1.50  
 R = 3 (FLAT BOTTOM GROUND SUPPORTED TANKS, MECHANICALLY ANCHORED)  
 R = 1.25 (STEEL ORDINARY CANTILEVER COLUMN SYSTEM)

WIND LOAD DESIGN PARAMETERS:  
 BASIC WIND SPEED: 115 MPH (3-SECOND GUST)  
 EXPOSURE CATEGORY: C  
 WND DIRECTIONAL FACTOR, K<sub>d</sub> = 0.85

SOIL DESIGN PARAMETERS:  
 ALLOWABLE SOIL BEARING = 1500 PSF (w/ 1/3 INCREASE FOR WIND OR SEISMIC FORCES)

SODIUM HYPOCHLORITE TANK:  
 WEIGHT = 270 LBS EMPTY  
 WEIGHT = 10,000 LBS FULL  
 CENTER OF GRAVITY = 2'-10"

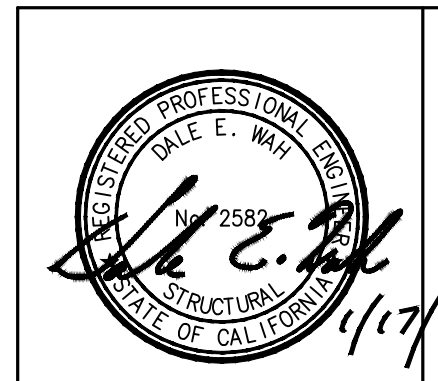
\\USBRAP\PIR\WOOD\IN\BECOM\COM\ORANGE\US\PROJECTS\LEWA\60438759 - REF - RAVLD - TREATMENT\900-CAD-005\2018 - CHLORINATION SYSTEM PROJECT\SHEETS\S-2 - STRUCTURAL ABBREVIATIONS AND DESIGN CRITERIA.DWG (02-11-20 12:58:50PM)

**DIAL 811 DIG ALERT**

PLAY IT SAFE. DIAL BEFORE YOU DIG!

UNDERGROUND SERVICE ALERT

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING



PLANS PREPARED BY:

**AECOM**

999 TOWN & COUNTRY ROAD  
 ORANGE, CA 92868  
 TEL (714) 567-2400

1/17/20

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION				REV <b>9</b>					
SCALE	AS SHOWN	DESIGNED BY	D. KIANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN	SHEET	<b>7</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO.	<b>S-2</b>
<b>DESIGN CRITERIA AND STRUCTURAL ABBREVIATIONS</b>									



## SPECIAL INSPECTION PROGRAM - APPLIES TO ALL TABLES

THE SPECIAL INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CBC 2019 CHAPTER 1 SECTION 110. THE SPECIAL INSPECTIONS IDENTIFIED ON PLANS ARE IN ADDITION TO AND NOT A SUBSTITUTE FOR THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY THE GOVERNING JURISDICTION'S BUILDING INSPECTOR. THE GOVERNING JURISDICTION IS DEFINED AS THE CITY, COUNTY, OR GOVERNMENTAL UNIT THAT IS RESPONSIBLE FOR THE INSPECTIONS OF CONSTRUCTION OR WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

SPECIAL INSPECTIONS REQUIRED FOR THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH CBC CHAPTER 17. SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN APPROVED INSPECTION AGENCY U.N.O, EMPLOYED BY THE OWNER.

THE SPECIAL INSPECTOR SHALL BE CERTIFIED BY THE INTERNATIONAL CODE COUNCIL (ICC) TO PERFORM INSPECTION FOR THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK.

THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND/OR THE ENGINEER. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN, IF UNCORRECTED, TO THE STRUCTURAL ENGINEER AND TO THE BUILDING OFFICIAL.

THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THIS CODE.

IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE OWNER/OWNER'S REPRESENTATIVE WHEN HIS WORK IS READY FOR ANY REQUIRED SPECIAL INSPECTIONS.

SHOP INSPECTION OF STEEL CONSTRUCTION IS NOT REQUIRED WHEN THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

### CONTRACTOR RESPONSIBILITY

EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND- OR SEISMIC-FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND- OR SEISMIC-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

OWNER OR OWNER'S REPRESENTATIVE SHALL BE SYNONYMOUS WITH "BUILDING OFFICIAL" IN THE FOREGOING IF THE PROJECT IS NOT UNDER THE JURISDICTION OF A BUILDING DEPARTMENT.

SPECIAL INSPECTION SHALL BE PROVIDED FOR THE FOLLOWING TYPES OF WORK PERFORMED IN THE FIELD, OR NOT PERFORMED IN AN APPROVED FABRICATION SHOP AS DEFINED ABOVE, UNLESS NOTED AS "N/A".

### CONTINUOUS AND PERIODIC INSPECTIONS:

- WHERE CONTINUOUS SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL CONTINUOUSLY PROVIDE FULL-TIME VERIFICATION OF THE WORK.
- WHERE PERIODIC SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL PROVIDE VERIFICATION THAT THE PERIODIC INSPECTION WAS PERFORMED.

MAIN WIND- OR SEISMIC-FORCE RESISTING SYSTEMS, DESIGNATED SEISMIC SYSTEMS, AND SEISMIC RESISTING COMPONENTS SUBJECT TO SPECIAL INSPECTIONS:

- FOR ACTIVE MECHANICAL AND ELECTRICAL EQUIPMENT THAT MUST REMAIN OPERABLE FOLLOWING THE DESIGN EARTHQUAKE GROUND MOTION, INSPECTION/VERIFICATION THAT THE LABEL, ANCHORAGE AND MOUNTING CONFORM TO THE CERTIFICATE OF COMPLIANCE
- PERIODIC SPECIAL INSPECTION FOR INSTALLATION OF ELECTRICAL EQUIPMENT ANCHORAGE
- PERIODIC SPECIAL INSPECTION FOR INSTALLATION OF PIPING SYSTEMS AND DUCTWORK DESIGNED TO CARRY HAZARDOUS MATERIALS AND THEIR ASSOCIATED MECHANICAL UNITS

REQUIRED VERIFICATION AND INSPECTION OF SOILS:

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION:

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. INSPECTION OF REINFORCING STEEL, INCLUDING PLACEMENT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. INSPECT ANCHORS CAST IN CONCRETE, PRIOR TO AND DURING PLACEMENT OF CONCRETE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. <ul style="list-style-type: none"> <li>A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.</li> <li>B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. VERIFY USE OF REQUIRED DESIGN MIX.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. VERIFY OF IN-SITU CONCRETE STRENGTH, PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### LEVEL C SPECIAL INSPECTION OF MASONRY:

- VERIFY  $f_m$  IN ACCORDANCE WITH ACI 530.1, ARTICLE 1.4B PRIOR TO CONSTRUCTION AND FOR EVERY 5,000 SQ. FT. DURING CONSTRUCTION
- VERIFY PROPORTIONS OF MATERIALS IN PREMIXED OR PREBLENDED MORTAR, AND GROUT OTHER THAN SELF-CONSOLIDATING GROUT, AS DELIVERED TO THE JOB SITE.
- VERIFY SLUMP FLOW AND VISUAL STABILITY INDEX (VSI) AS DELIVERED TO THE JOB SITE IN ACCORDANCE WITH ACI 510.1, ARTICLE 1.5B.1.b.3 FOR SELF-CONSOLIDATING GROUT.

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. VERIFY COMPLIANCE WITH THE APPROVED SUBMITTALS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE: <ul style="list-style-type: none"> <li>a. PROPORTIONS OF SITE-MIXED MORTAR AND GROUT.</li> <li>b. GRADE, TYPE, AND SIZE OF REINFORCEMENT AND ANCHOR BOLTS</li> <li>c. PLACEMENT OF MASONRY UNITS AND CONSTRUCTION OF MORTAR JOINTS</li> <li>d. PLACEMENT OF REINFORCEMENT AND CONNECTORS</li> <li>e. GROUT SPACE PRIOR TO GROUTING</li> <li>f. PLACEMENT OF GROUT</li> <li>g. SIZE AND LOCATION OF STRUCTURAL ELEMENTS</li> <li>h. TYPE, SIZE, AND LOCATION OF ANCHORS INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES, OR OTHER CONSTRUCTION</li> <li>i. WELDING OF REINFORCING BARS</li> <li>j. PREPARATION, CONSTRUCTION AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40F) OR HOT WEATHER (TEMPERATURE ABOVE 90F)</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. OBSERVE PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

STEEL CONSTRUCTION (OTHER THAN STRUCTURAL STEEL)

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. MATERIAL VERIFICATION OF COLD-FORMED STEEL DECK <ul style="list-style-type: none"> <li>A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS</li> <li>B. MANUFACTURER'S CERTIFIED TEST REPORTS</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. INSPECTION OF WELDING IN ACCORDANCE WITH AWS D1.3 AND SDI QA/QC <ul style="list-style-type: none"> <li>A. COLD-FORMED STEEL DECK</li> <li>• FLOOR AND ROOF DECK WELDS</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OPEN-WEB STEEL JOISTS AND JOIST GIRDERS:

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. INSTALLATION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS <ul style="list-style-type: none"> <li>A. END CONNECTIONS - WELDING OR BOLTED</li> <li>B. BRIDGING - HORIZONTAL OR DIAGONAL <ul style="list-style-type: none"> <li>• STANDARD BRIDGING</li> <li>• BRIDGING THAT DIFFERS FROM S/JI K' OR S/JI LH/DLH SPECIFICATIONS</li> </ul> </li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

STEEL CONSTRUCTION (STRUCTURAL STEEL):

- O - OBSERVE THESE ITEMS ON A RANDOM BASIS, OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS
- P - PERFORM THESE TASKS FOR EVERY LOCATION

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. INSPECTION TASKS PRIOR TO WELDING <ul style="list-style-type: none"> <li>A. WELDING PROCEDURE SPECIFICATIONS (WPSs) AVAILABLE</li> <li>B. MANUFACTURERS CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE</li> <li>C. MATERIAL IDENTIFICATION (TYPE/GRADE)</li> <li>D. WELDER IDENTIFICATION SYSTEM</li> <li>E. FIT-UP OF GROOVE WELDS (INCLUDING GEOMETRY) <ul style="list-style-type: none"> <li>• JOINT PREPARATION</li> <li>• DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL)</li> <li>• CLEANLINESS (CONDITION OF STEEL SURFACES)</li> <li>• TACKING (TACK WELD QUALITY AND LOCATION)</li> <li>• BACKING TYPE AND FIT (IF APPLICABLE)</li> </ul> </li> <li>F. CONFIGURATION AND FINISH OF ACCESS HOLES</li> <li>G. FIT-UP OF FILLET WELDS <ul style="list-style-type: none"> <li>• DIMENSIONS (ALIGNMENT, GAPS AT ROOT)</li> <li>• CLEANLINESS (CONDITION OF STEEL SURFACES)</li> <li>• TACKING (TACK WELD QUALITY AND LOCATION)</li> </ul> </li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. INSPECTION TASKS DURING WELDING <ul style="list-style-type: none"> <li>A. USE OF QUALIFIED WELDERS</li> <li>B. CONTROL AND HANDLING OF WELDING CONSUMABLES <ul style="list-style-type: none"> <li>• PACKAGING</li> <li>• EXPOSURE CONTROL</li> </ul> </li> <li>C. NO WELDING OVER CRACKED TACK WELDS</li> <li>D. ENVIRONMENTAL CONDITIONS <ul style="list-style-type: none"> <li>• WIND SPEED WITHIN LIMITS</li> <li>• PRECIPITATION AND TEMPERATURE</li> </ul> </li> <li>E. WPS FOLLOWED <ul style="list-style-type: none"> <li>• SETTINGS ON WELDING EQUIPMENT</li> <li>• TRAVEL SPEED</li> <li>• SELECTED WELDING MATERIALS</li> <li>• SHIELDING GAS TYPE/FLOW RATE</li> <li>• PREHEAT APPLIED</li> <li>• INTERPASS TEMPERATURE MAINTAINED (MIN./MAX.)</li> <li>• PROPER POSITION (F, V, H, OH)</li> </ul> </li> <li>F. WELDING TECHNIQUES <ul style="list-style-type: none"> <li>• INTERPASS AND FINAL CLEANING</li> <li>• EACH PASS WITHIN PROFILE LIMITATIONS</li> <li>• EACH PASS MEETS QUALITY REQUIREMENTS</li> </ul> </li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. INSPECTION TASKS AFTER WELDING <ul style="list-style-type: none"> <li>A. WELDS CLEANED</li> <li>B. SIZE, LENGTH, AND LOCATION OF WELDS</li> <li>C. WELDS MEET VISUAL ACCEPTANCE CRITERIA <ul style="list-style-type: none"> <li>• CRACK PROHIBITION</li> <li>• WELD/BASE-METAL FUSION</li> <li>• CRATER CROSS SECTION</li> <li>• WELD PROFILES</li> <li>• WELD SIZE <ul style="list-style-type: none"> <li>• UNDERCUT</li> <li>• POROSITY</li> </ul> </li> <li>D. ARC STRIKES</li> <li>E. K-AREA <ul style="list-style-type: none"> <li>• WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 IN. (75MM) OF THE WELD</li> </ul> </li> <li>F. BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED)</li> <li>G. REPAIR ACTIVITIES</li> <li>H. DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINT OR MEMBER</li> </ul> </li></ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. INSPECTION TASKS PRIOR TO BOLTING <ul style="list-style-type: none"> <li>A. MANUFACTURER'S CERTIFICATION AVAILABLE FOR FASTENER MATERIAL</li> <li>B. FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS</li> <li>C. PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE)</li> <li>D. PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL</li> <li>E. CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS</li> <li>F. PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED</li> <li>G. PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. INSPECTION TASKS DURING BOLTING <ul style="list-style-type: none"> <li>A. FASTENER ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED</li> <li>B. JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION</li> <li>C. FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING</li> <li>D. FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. INSPECTION TASKS AFTER BOLTING <ul style="list-style-type: none"> <li>A. DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. INSPECTION OF STEEL ELEMENTS OF COMPOSITE CONSTRUCTION PRIOR TO CONCRETE PLACEMENT <ul style="list-style-type: none"> <li>A. PLACEMENT AND INSTALLATION OF STEEL DECK</li> <li>B. PLACEMENT AND INSTALLATION OF STEEL HEADED STUD ANCHORS</li> <li>C. DOCUMENT ACCEPTANCE OR REJECTION OF STEEL ELEMENTS</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

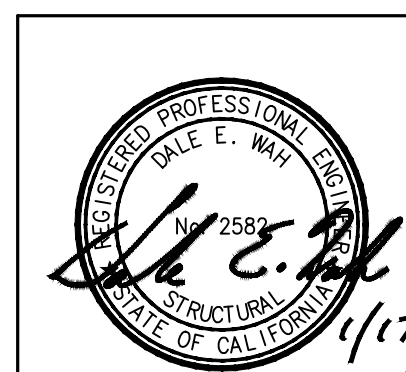
## STRUCTURAL OBSERVATION

THE STRUCTURAL ENGINEER, OR ANOTHER ENGINEER DESIGNATED BY THE STRUCTURAL ENGINEER SHALL BE RETAINED BY THE DISTRICT TO PERFORM STRUCTURAL OBSERVATION AS REQUIRED BY CBC CHAPTER 17. STRUCTURAL OBSERVATION SHALL BE PROVIDED DURING THE STAGES OF CONSTRUCTION LISTED BELOW. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE STRUCTURAL ENGINEER WHEN HIS WORK IS READY FOR STRUCTURAL OBSERVATION FOR EACH OF THESE STAGES.

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. CONCRETE: REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO PLACEMENT OF CONCRETE FOR THE FOLLOWING: <ul style="list-style-type: none"> <li>A. FOUNDATIONS</li> <li>B. SLABS-ON-GRADE (EXCEPT SITE PAVING AND FLATWORK)</li> <li>C. WALLS</li> <li>D. STRUCTURAL FLOOR SLABS AND BEAMS NOT SUPPORTED ON-GRADE</li> <li>E. ROOF SLABS AND BEAMS</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. MASONRY: <ul style="list-style-type: none"> <li>A. REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO GROUTING OF MASONRY WALLS</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. STRUCTURAL STEEL: <ul style="list-style-type: none"> <li>A. ERECTED COLUMN, BEAMS AND GIRDERS, PRIOR TO INSTALLATION OF ROOF AND FLOOR JOISTS, TRUSSES AND DECKING</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. WOOD FRAMING: <ul style="list-style-type: none"> <li>A. ROOF, FLOOR AND WALL FRAMING AND MEMBER CONNECTIONS, AND STRUTS AND CHORDS, PRIOR TO INSTALLATION OF SHEATHING OR ANY COVERING THAT WOULD CONCEAL THE STRUCTURAL FRAME</li> <li>B. PLYWOOD ROOF, FLOOR AND WALL SHEATHING PRIOR TO INSTALLATION OR ROOFING AND ANY OTHER BUILDING MATERIALS THAT WOULD CONCEAL THE NAILING</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## DEFERRED SUBMITTALS/CERTIFICATIONS

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. OFF-SITE FABRICATION: FABRICATORS SHALL BE CITY, COUNTY AND/OR CBC APPROVED FABRICATORS. FABRICATORS FOR ALL OFF-SITE FABRICATION OF THE ITEMS LISTED BELOW: <ul style="list-style-type: none"> <li>A. TRUSSES</li> <li>B. GLU-LAMINATED MEMBERS</li> <li>C. PRECAST CONCRETE</li> <li>D. STRUCTURAL STEEL (MILL REPORTS AND IDENTIFICATION OF STEEL, AFFIDAVIT OF COMPLIANCE)</li> <li>E. OTHER:</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. DEFERRED SUBMITTALS: SUBMITTAL DOCUMENTS FOR THE DEFERRED SUBMITTAL ITEMS LISTED BELOW SHALL BE DESIGNED BY A PE OR SE LICENSED IN THE STATE OF CALIFORNIA AND SUBMITTED BY THE CONTRACTOR TO THE BUILDING DEPARTMENT/APPROVAL AGENCY AND STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE AFOREMENTIONED. <ul style="list-style-type: none"> <li>A. PREFABRICATED TRUSSES</li> <li>B. PRECAST VAULTS</li> <li>C. CONCRETE MIX</li> <li>D. OTHER: PRE-ENGINEERED METAL CANOPY</li> <li>E. OTHER: CHEMICAL STORAGE TANK AND EQUIPMENT ANCHORAGE</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



PLANS PREPARED BY:

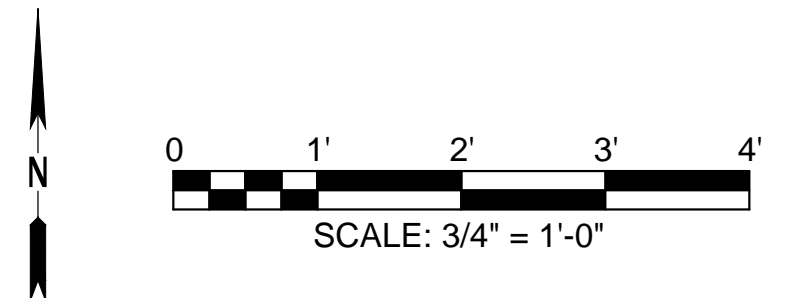
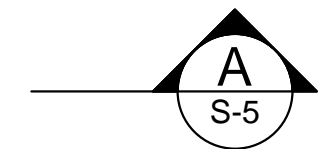
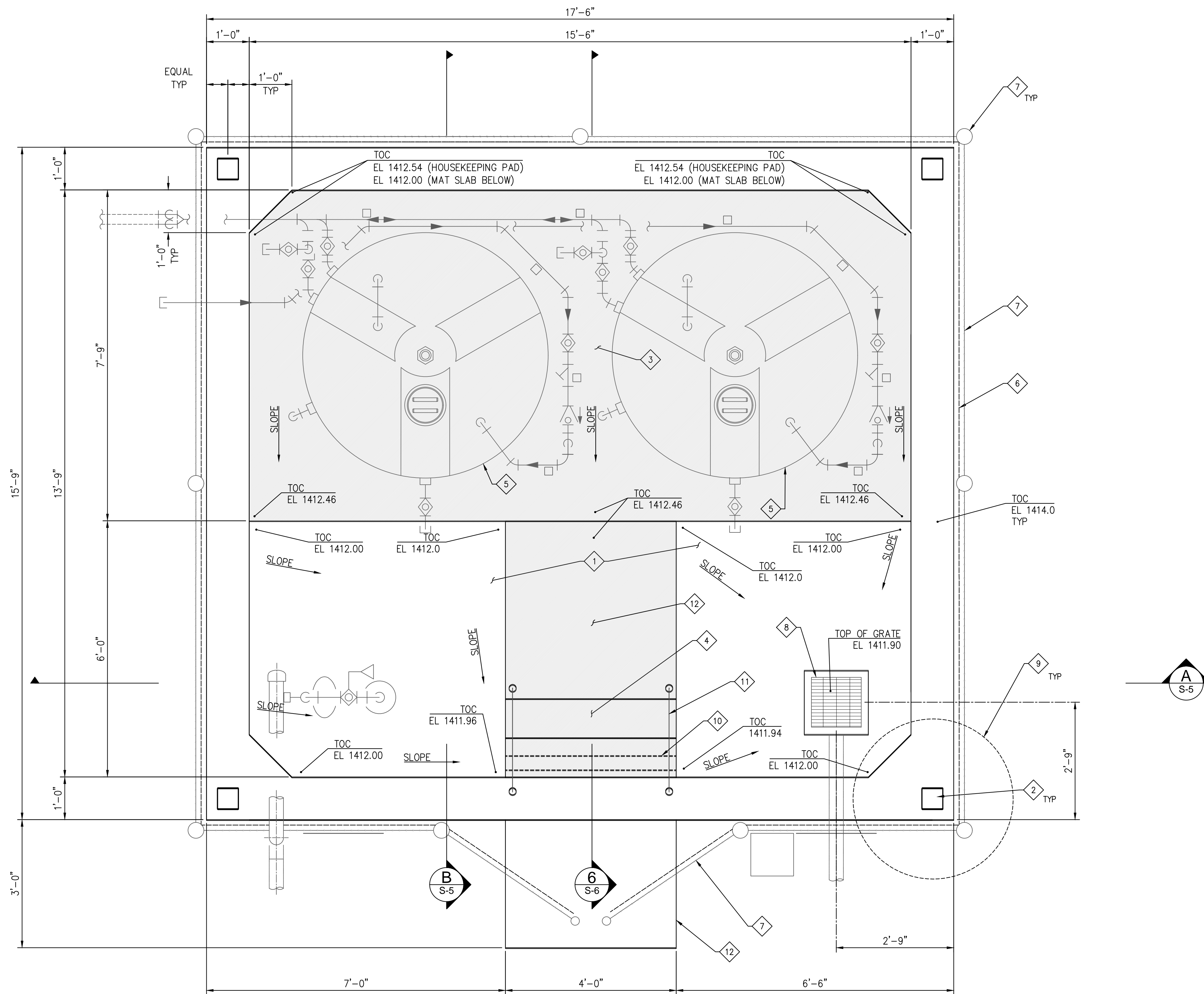
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION					REV				
SCALE	AS SHOWN	DESIGNED BY	D. KIANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN	SHEET	8
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO.	S-3

### SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS

**KEYNOTES**

1. 14" (MIN) THK CONCRETE CONTAINMENT SLAB w/ #6 @ 12" EW, T&B
2. COLUMN FOR PRE-ENGINEERED/PRE-MANUFACTURED METAL CANOPY BOLTED ON TOP OR EMBEDDED IN WALL - TO BE DESIGNED BY CONTRACTOR
3. TANK HOUSEKEEPING PAD PER DETAIL 6 ON DRAWING S-6 (SHADED AREA)
4. CONCRETE STEPS PER DETAIL 6 ON DRAWING S-6
5. SODIUM HYPOCHLORITE STORAGE TANKS - SEE MECHANICAL DRAWINGS
6. SUN SHADE ALL AROUND CHEMICAL CONTAINMENT FACILITY - SEE MECHANICAL DRAWINGS
7. CHAINLINK GATE, FENCING, AND POSTS - SEE MECHANICAL DRAWINGS
8. 18" SQUARE x 6" DEEP SUMP w/ FRP GRATING - SEE DETAIL 8 ON DRAWING S-6
9. FOR STEM WALL CORNER REINFORCEMENT, SEE DETAIL 4 ON DRAWING S-6
10. 4" SCH 80 PVC DRAIN PIPE - SET PIPE INVERT AT TOP OF SLAB
11. HANDRAIL - SEE DETAIL 7 ON DRAWING S-6 AND MECHANICAL DRAWINGS
12. CONCRETE LANDING - SEE SECTION 6 ON DRAWING S-6



**FOUNDATION PLAN**  
SCALE: 3/4" = 1'-0"

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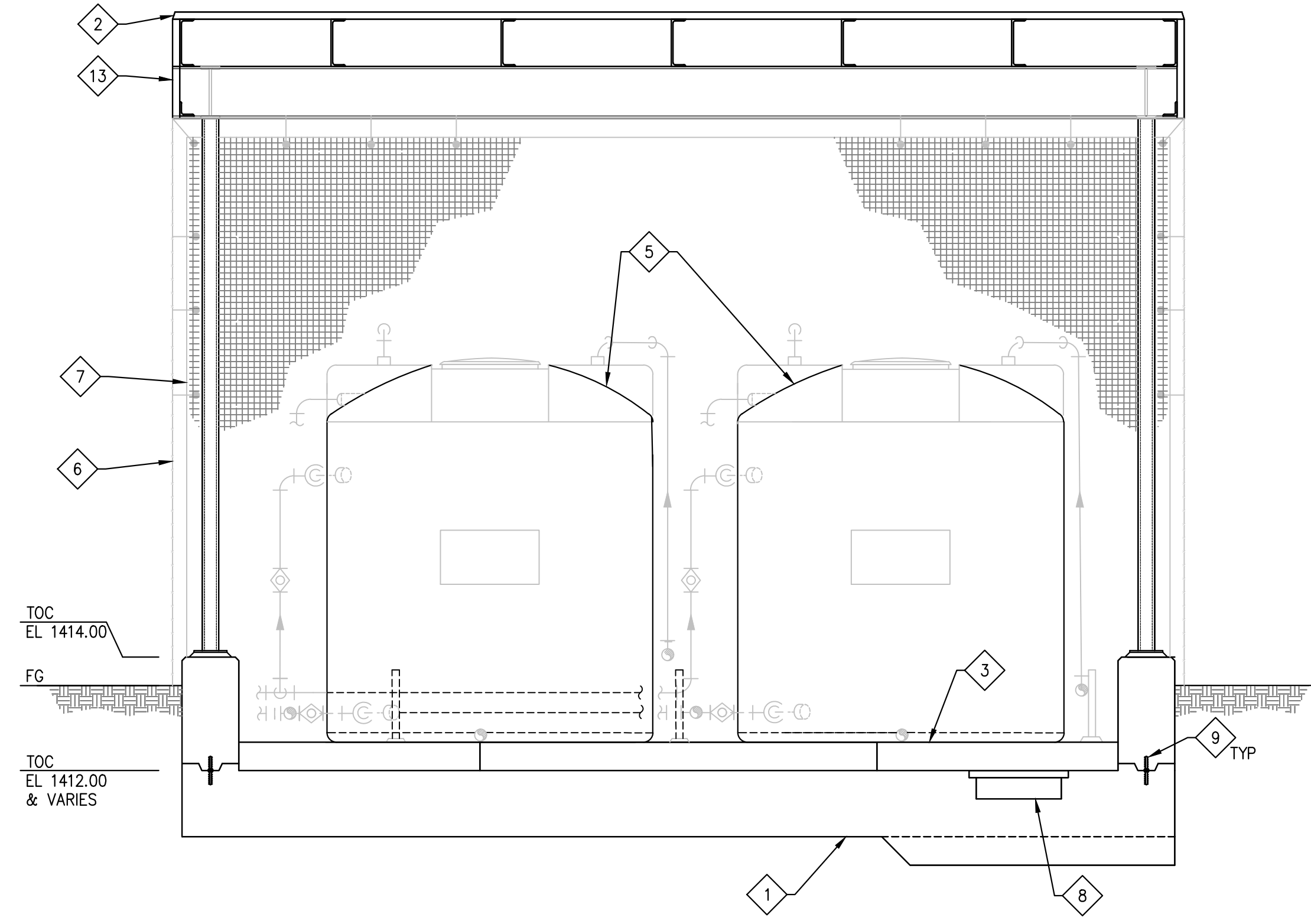
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PLANS PREPARED BY:

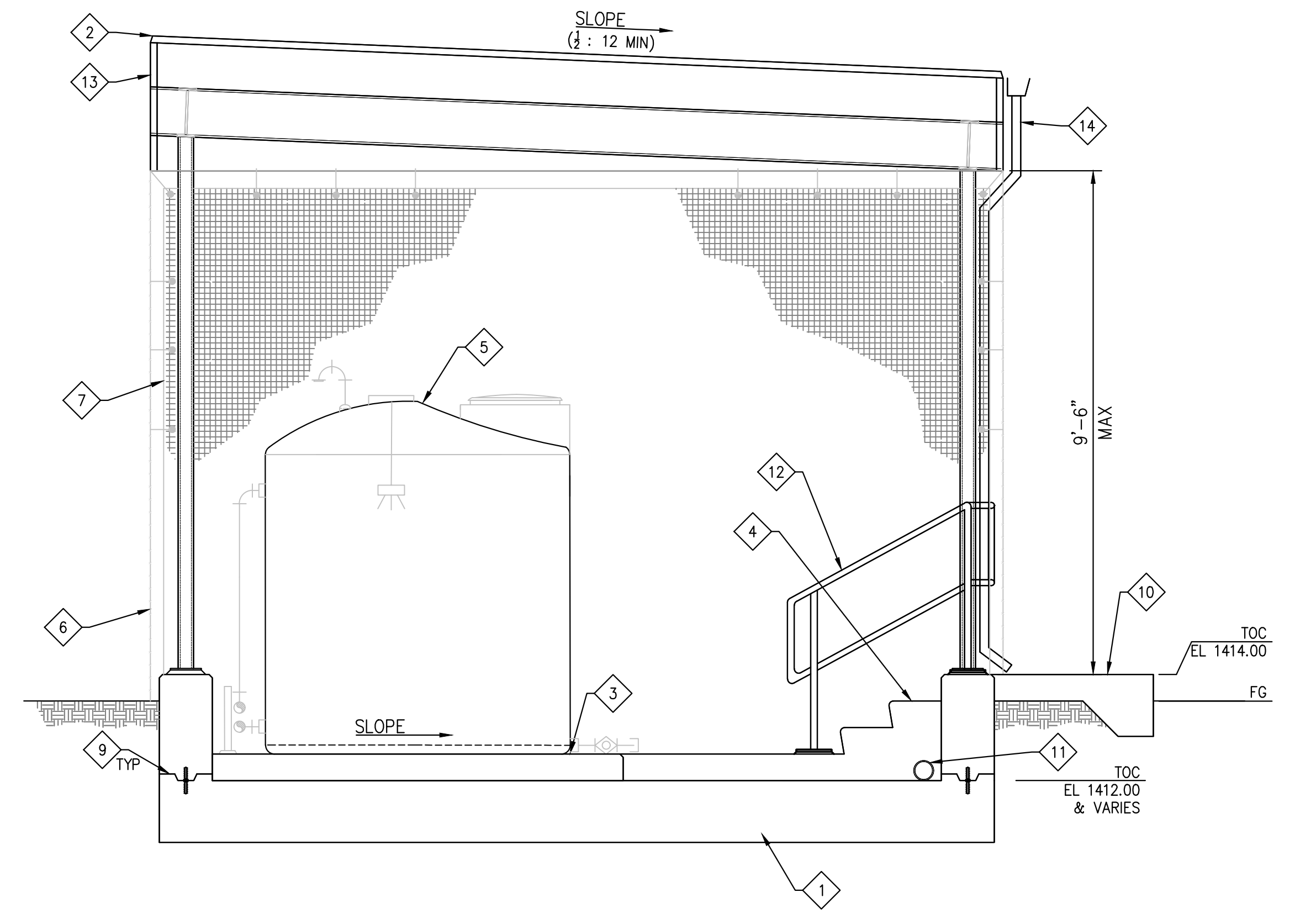
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION					REV <b>9</b>
SCALE AS SHOWN	DESIGNED BY D. KIANG	DRAWN BY T. NGUYEN	DRAWING NUMBER AS SHOWN	SHEET <b>9</b>	
DATE FEBRUARY 2020	CHECKED J. ZIMMERLE	APPROVED J. ZIMMERLE	JOB NUMBER 60438759	DWG NO. <b>S-4</b>	
<b>FOUNDATION PLAN</b>					

\\USRA\PI\1501\DRAWING\ORANGE\US\PROJECTS\LEVA\60438759 - REF. RAILROAD TREATMENT\900-CAD-BUS\2018-CHLORINATION SYSTEM PROJECT\SHEETS\S-4 FOUNDATION PLAN.DWG (02-11-20 10:01:19A)



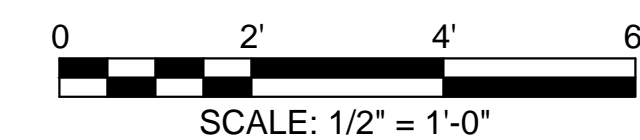
SECTION A  
SCALE: 1/2" = 1'-0"



SECTION B  
SCALE: 1/2" = 1'-0"

**KEYNOTES**

1. CONCRETE CONTAINMENT SLAB
2. PRE-ENGINEERED/PRE-MANUFACTURED METAL CANOPY - TO BE DESIGNED BY CONTRACTOR
3. TANK HOUSEKEEPING PAD PER DETAIL 6 ON DRAWING S-6
4. CONCRETE STEPS PER DETAIL 6 ON DRAWING S-6
5. SODIUM HYPOCHLORITE STORAGE TANKS - SEE MECHANICAL DRAWINGS
6. SUN SHADE ALL AROUND CHEMICAL CONTAINMENT FACILITY - SEE MECHANICAL DRAWINGS
7. CHAINLINK GATE, FENCING, AND POSTS - SEE MECHANICAL DRAWINGS
8. SUMP - SEE DETAIL 8 ON DRAWING S-6
9. STARTER WALL w/ WATERSTOP - SEE DETAIL 10 AND 11 ON DRAWING S-6
10. CONCRETE LANDING - SEE DETAIL 6 ON DRAWING S-6
11. PVC DRAIN PIPE
12. HANDRAIL - SEE DETAIL 7 ON DRAWING S-6
13. VERTICAL FASCIA SIDING
14. ROOF DRAINAGE SYSTEM WITH GUTTER AND DOWNSPOUT AT COLUMN - TO BE PROVIDED BY CONTRACTOR



\\USRA\PI\P\LD\IN\AECOM\CA\ORANGE\US\PROJECTS\LEWA\60438759 - REF. RAILROAD TREATMENT\900-CAD-BUS\2018-CHLORINATION\_SYSTEM\_PROJECT\SHEETS\S-5\_SECTIONS.DWG (02-11-20 10:05:44AM)

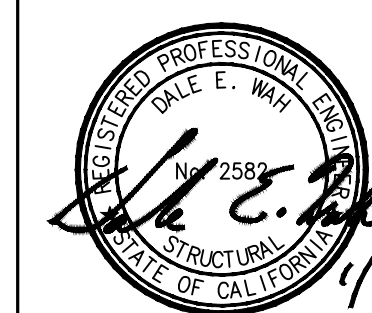
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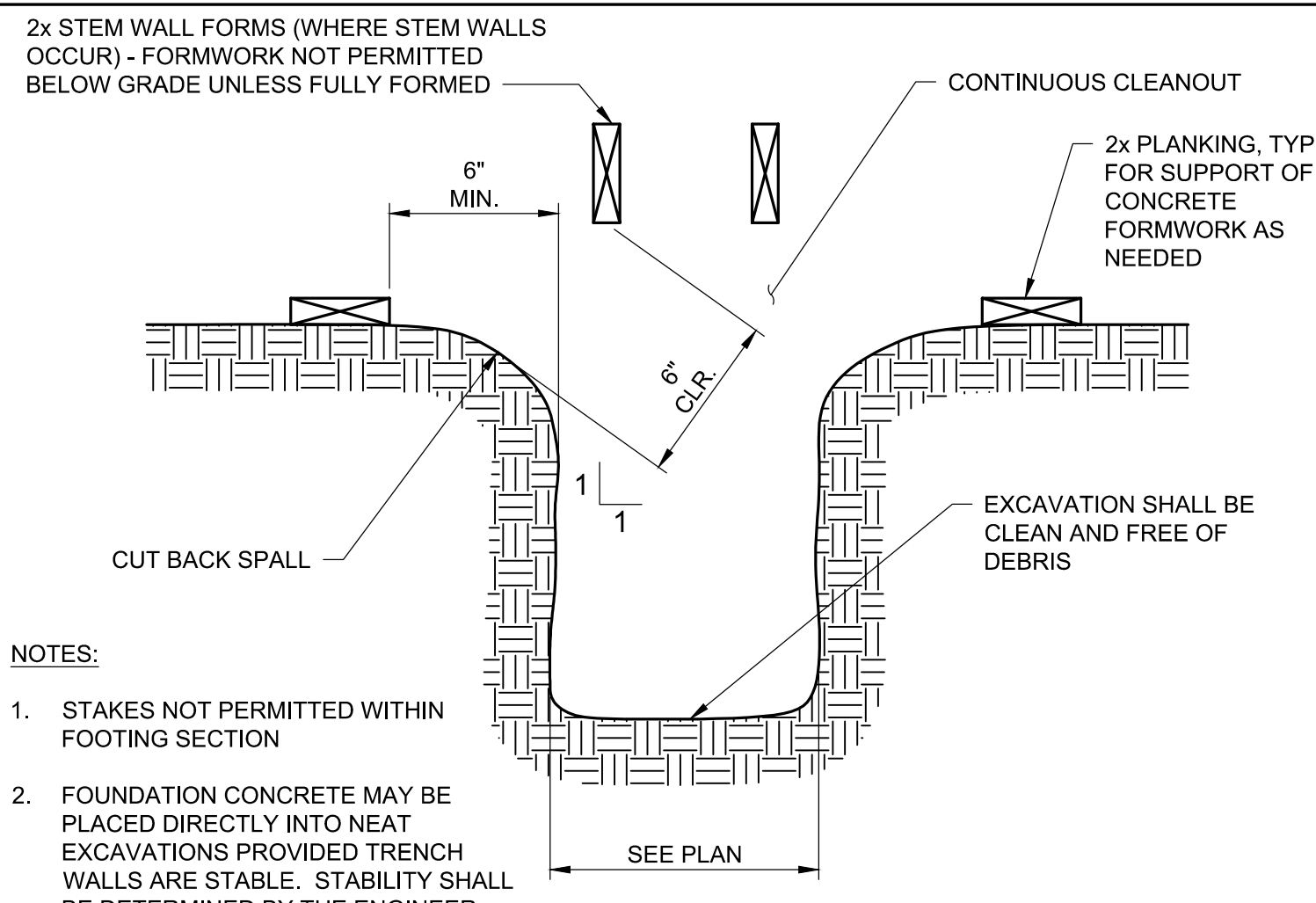
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	D. KLIANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	10

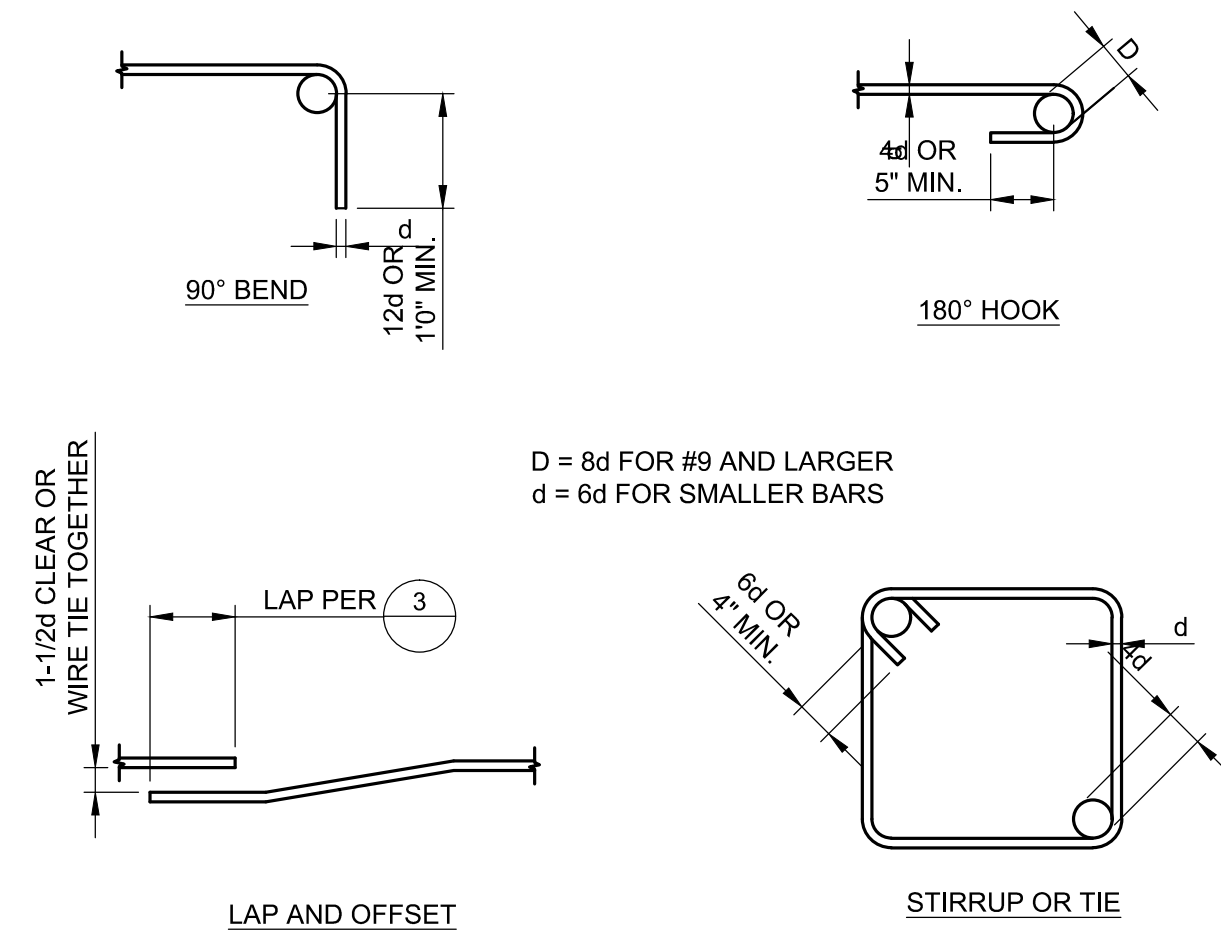
DWG NO.

**SECTIONS**

S-5



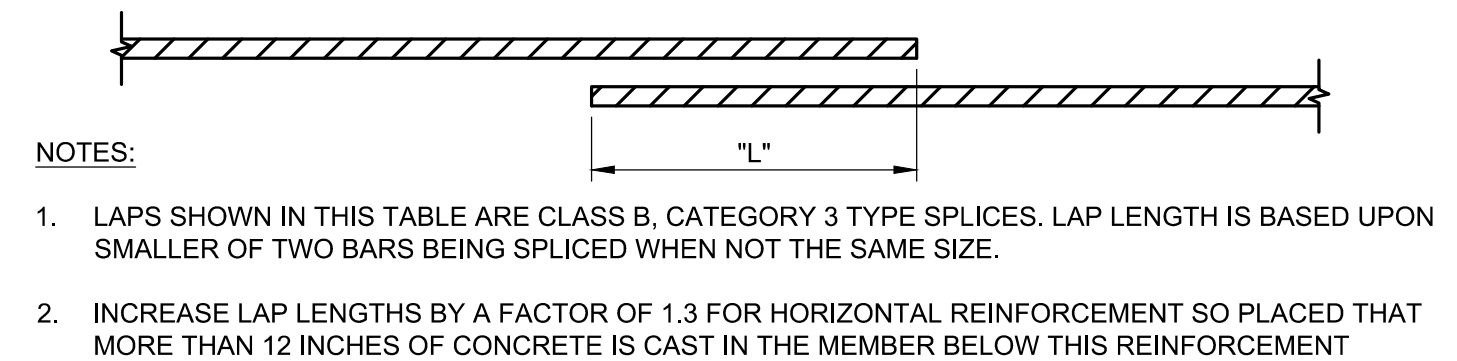
**TYPICAL FOOTING EXCAVATION** (1)  
SCALE: NTS



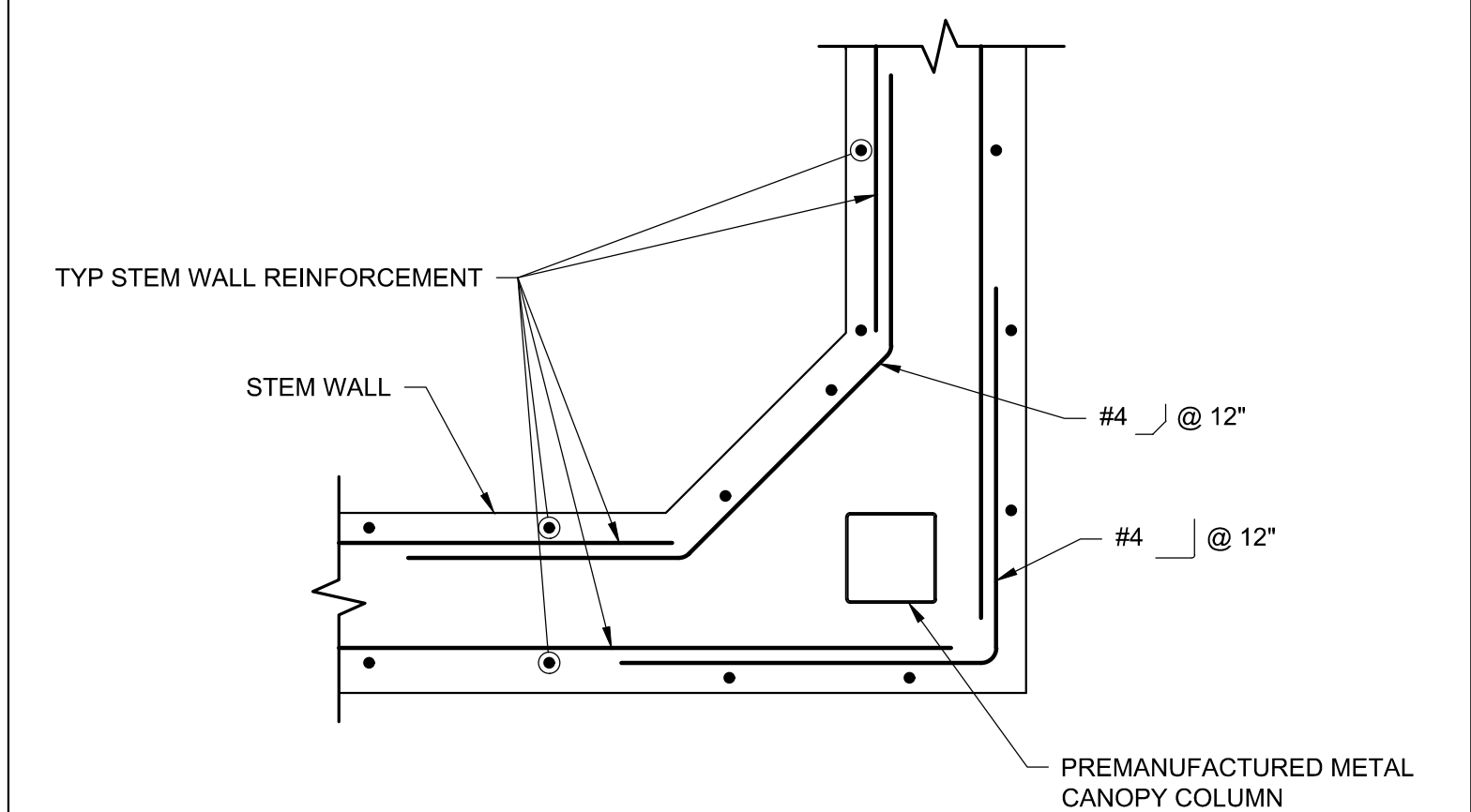
**TYPICAL BAR BENDS** (2)  
SCALE: 1/2" = 1'-0"

**REINFORCING LAP SPLICE SCHEDULE**

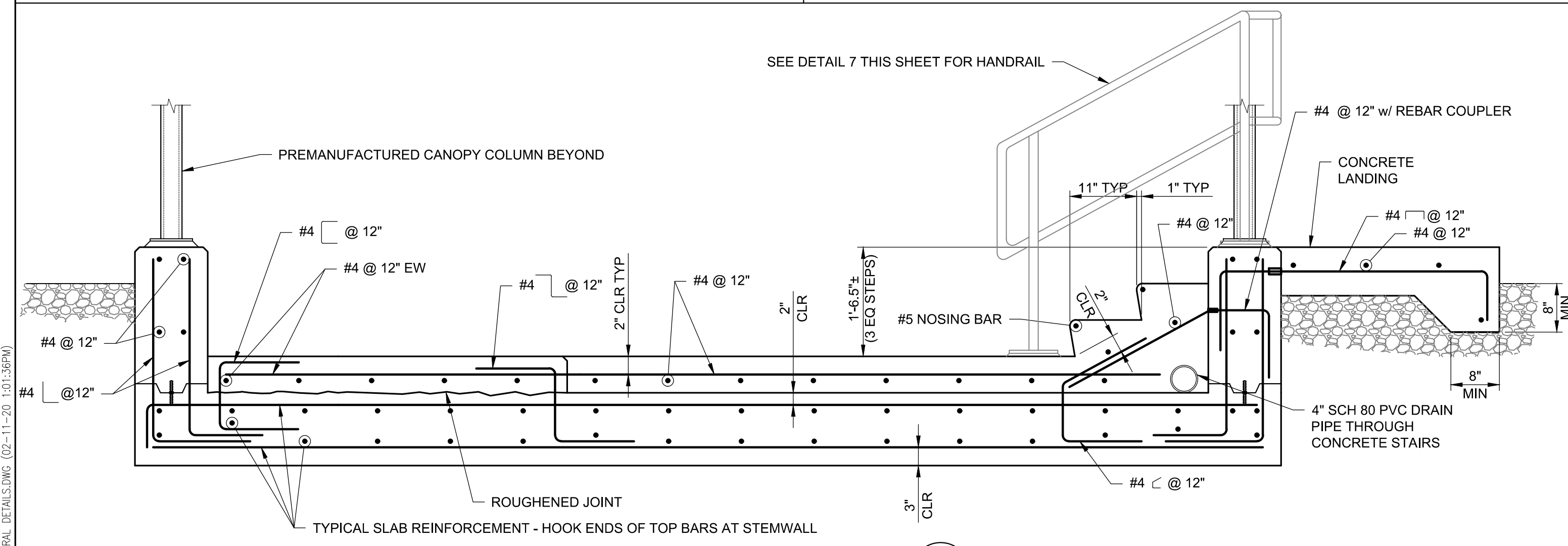
BAR	f'c = 2500	f'c = 3000	f'c = 4000	f'c = 4500
	L (inches)	L (inches)	L (inches)	L (inches)
3	24	22	19	1824
4	32	29	25	30
5	39	36	31	35
6	47	43	37	51
7	69	63	54	59
8	78	72	62	66
9	88	81	70	



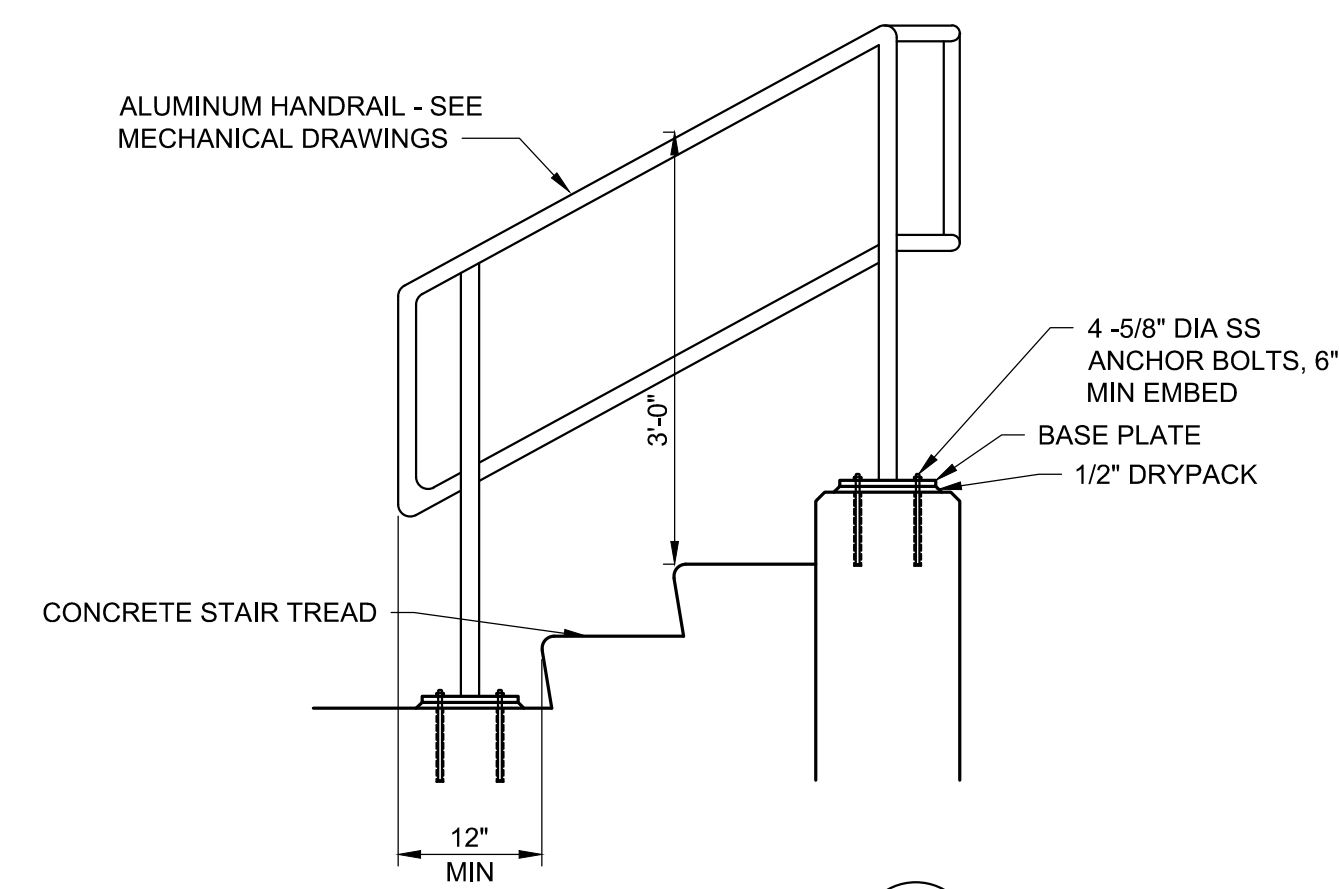
**CONCRETE LAP SPLICE SCHEDULE** (3)  
SCALE: 1/2" = 1'-0"



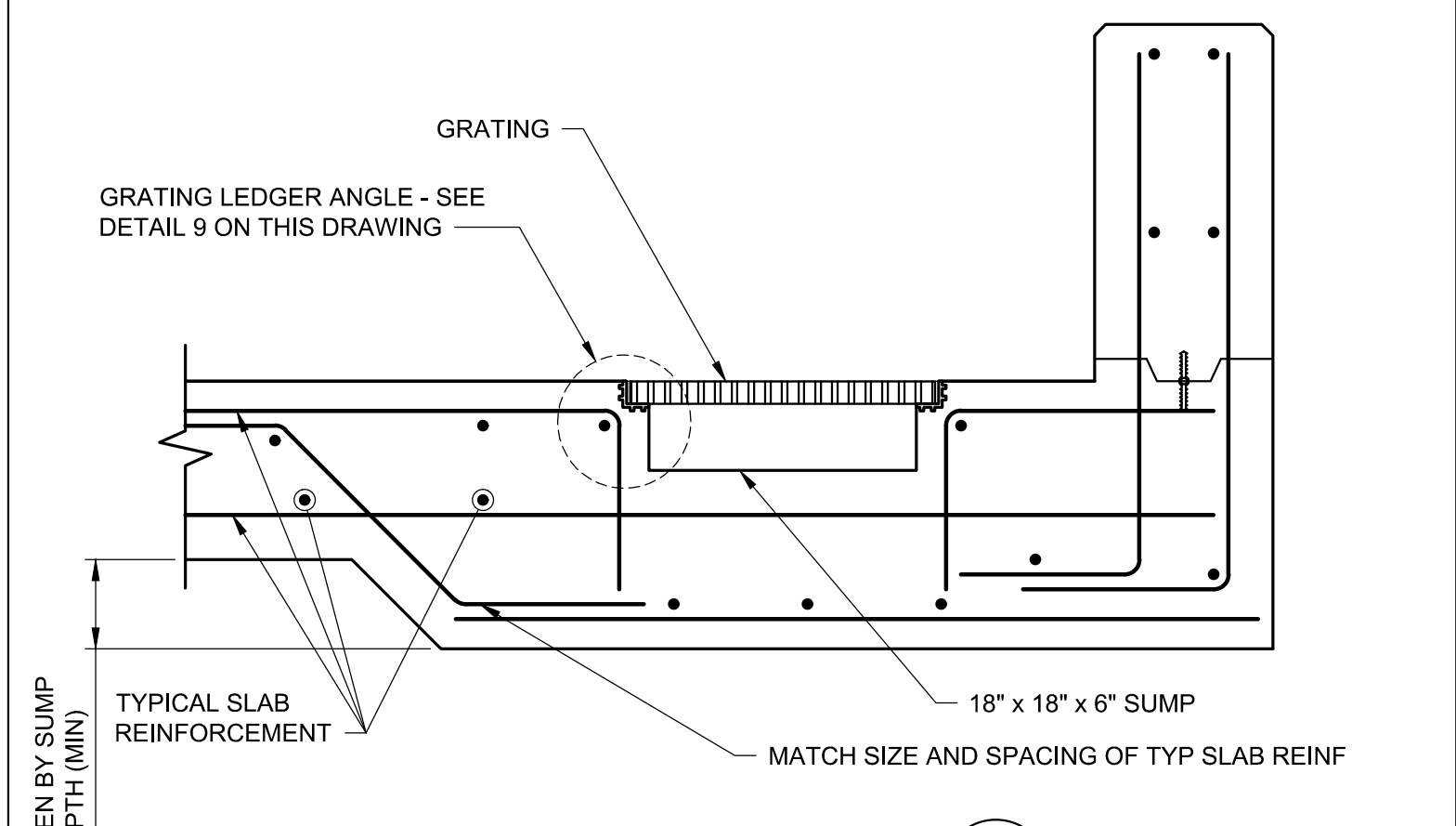
**STEM WALL CORNER REINFORCEMENT** (4)  
SCALE: 1" = 1'-0"



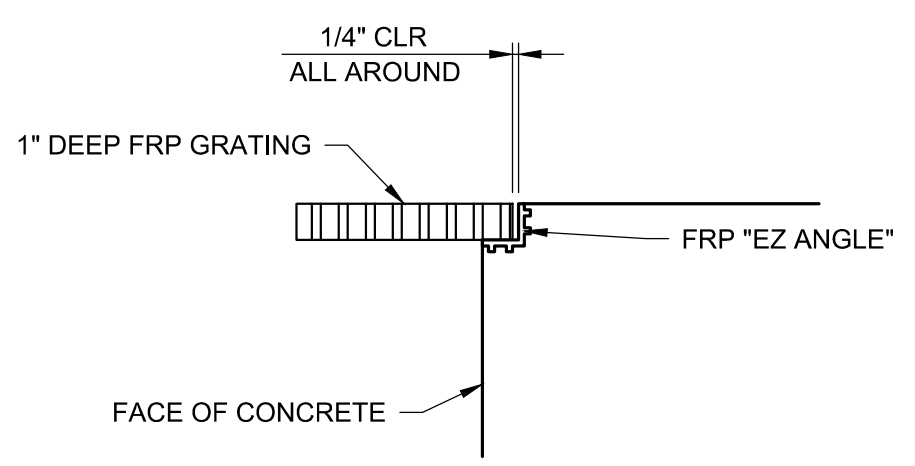
**SECTION** (6)  
SCALE: 3/4" = 1'-0"



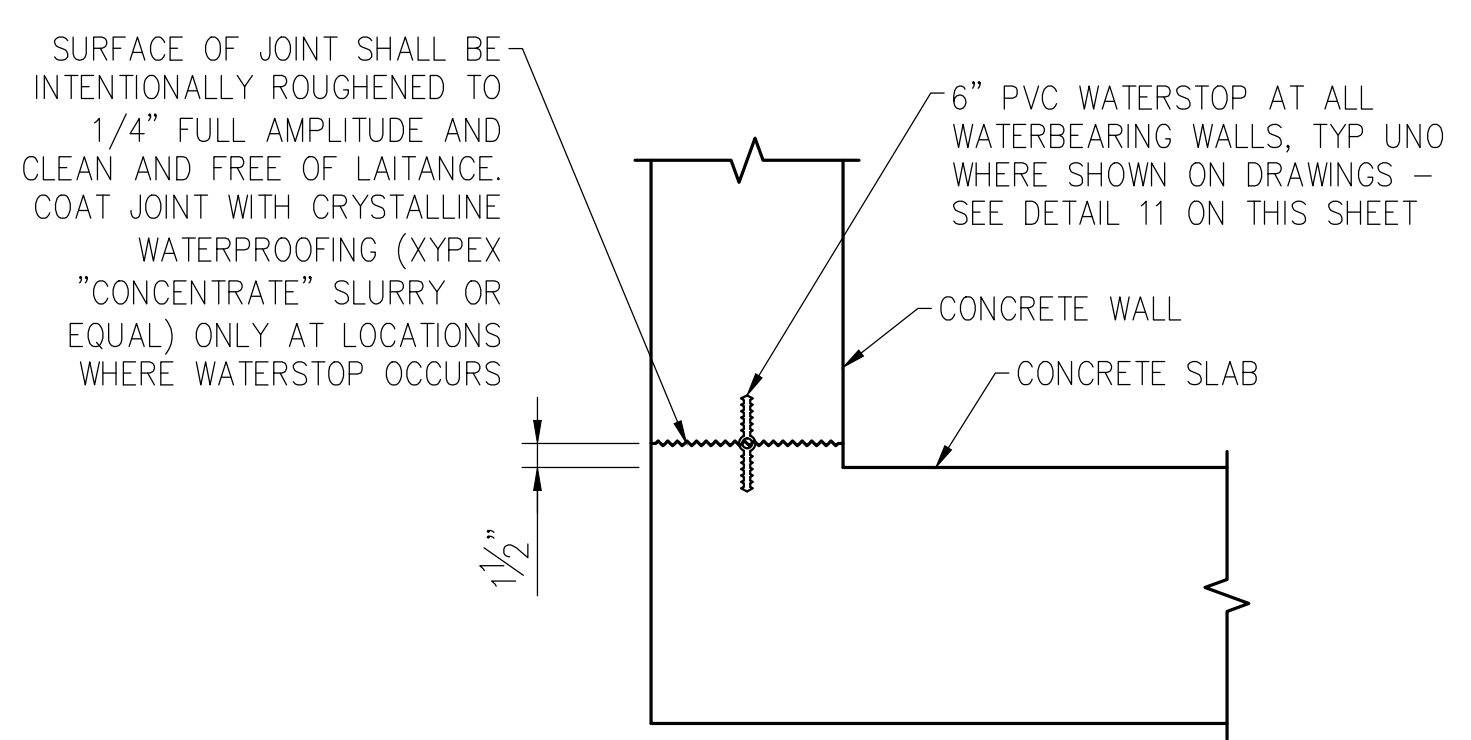
**HANDRAIL** (7)  
SCALE: 3/4" = 1'-0"



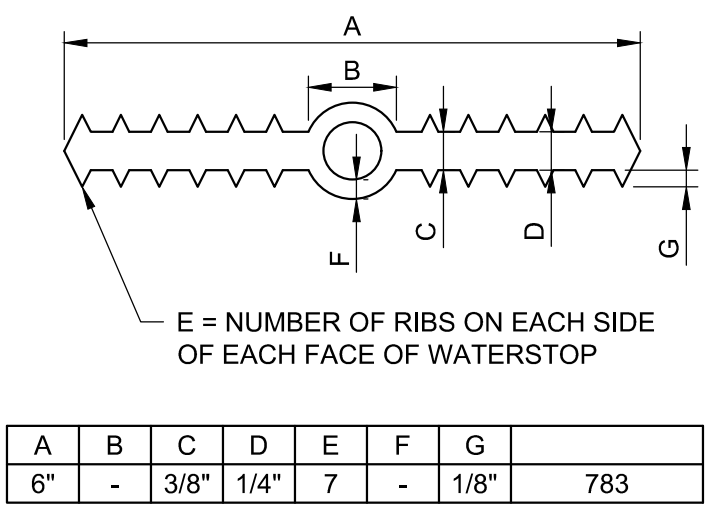
**SUMP DETAIL** (8)  
SCALE: 1" = 1'-0"



**GRATING LEDGER ANGLE** (9)  
SCALE: 1 1/2" = 1'-0"



**TYPICAL STARTER WALL** (10)  
SCALE: NTS



**WATERSTOP** (11)  
SCALE: NTS

NOTES:

- NO CENTERBULB ALLOWED IN WATERSTOP FOR VERTICAL JOINTS.
- ALL SPLICES SHALL BE MADE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION OR SPLICING WATERSTOP.

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1/17/20

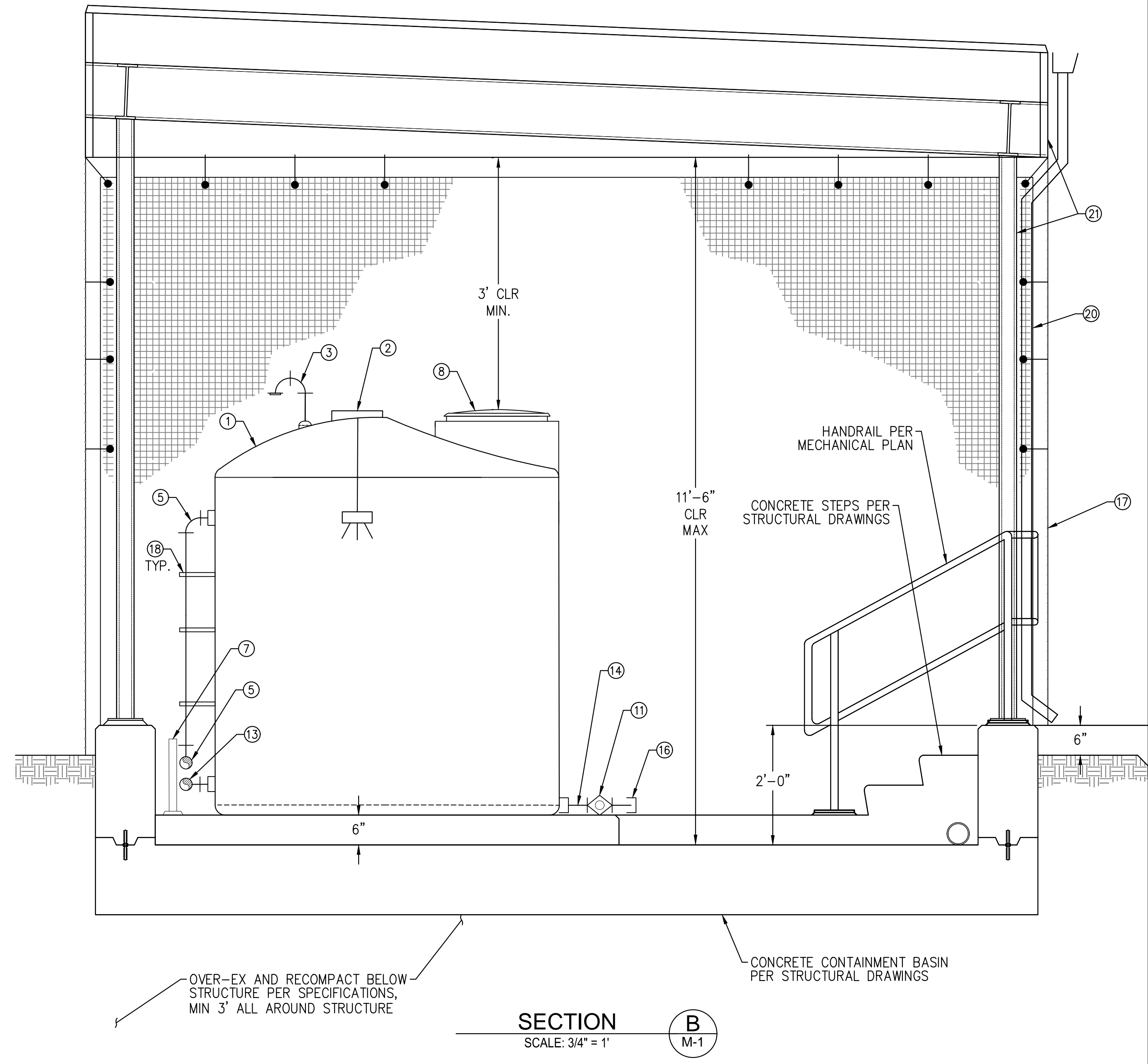
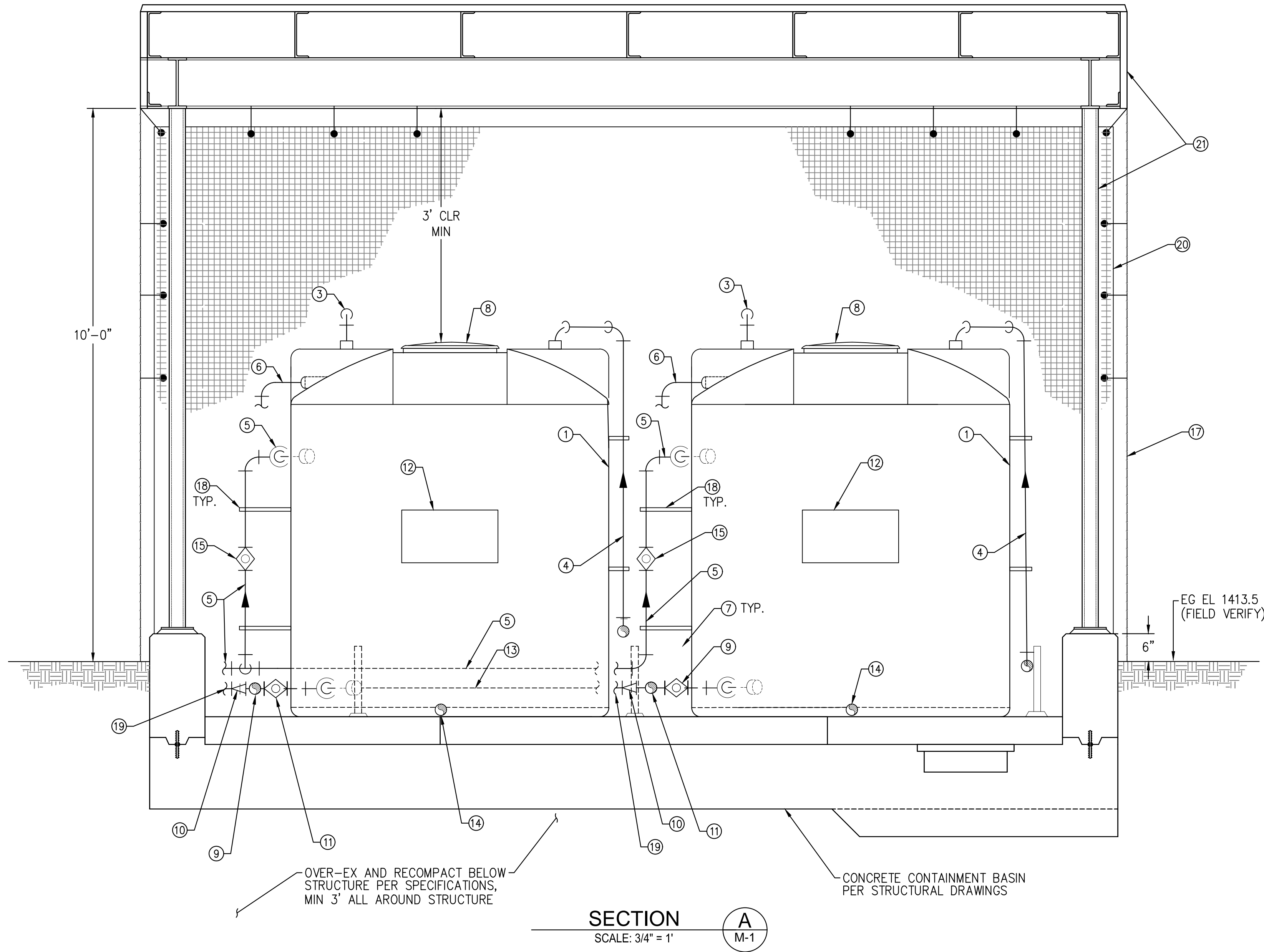
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER	AS SHOWN	SHEET
AS SHOWN	D. KIANG	T. NGUYEN	AS SHOWN		11
DATE	CHECKED	APPROVED	JOB NUMBER		DWG. NO.
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759		S-6

**STRUCTURAL DETAILS**



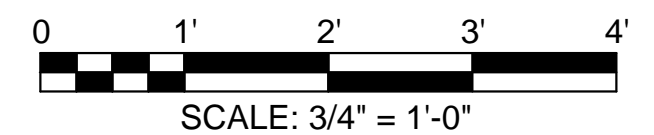
\\USRA\PIPL\WOOD\IN\RECONM\COM\ORANGE\US\PROJECTS\ENV\60438759 - REF. RAILID. TREATMENT\900-CAD-905\2018 - CHLORINATION SYSTEM PROJECT\SHEETS\M-2.DWG (02-11-20 12:44:02PM)



**CONSTRUCTION NOTES**

- ① 1000 GALLON SINGLE WALL HYPOCHLORITE STORAGE TANK (69" DIA. X 82" HEIGHT) WITH SEISMIC RESTRAINTS
- ② ULTRASONIC LEVEL INDICATOR FOR HYPOCHLORITE STORAGE TANK
- ③ 2" SCH. 80 CPVC AIR VENT, PER DETAIL 4 DWG M-5
- ④ 2" SCH. 80 CPVC TANK FILL LINE
- ⑤ 3/4" SCH. 80 CPVC RECIRCULATION LINE
- ⑥ 3" SCH. 80 CPVC TANK OVERFLOW
- ⑦ PIPE SUPPORT PER DETAIL 2, DWG M-5
- ⑧ 16" DIA. HYPOCHLORITE TANK ACCESS MANWAY
- ⑨ 2" SCH. 80 CPVC METERING PUMP SUCTION
- ⑩ 2"X 2" SCH. 80 PVC TEE
- ⑪ 2" CPVC BALL VALVE
- ⑫ CHEMICAL TANK SIGN PER DETAIL 3 DWG M-5
- ⑬ 3/4" SCH. 80 CPVC METERING PUMP SUCTION

- ⑭ 2" SCH. 80 CPVC TANK DRAIN
- ⑮ 3/4" CPVC BALL VALVE
- ⑯ 2" SCH. 80 CPVC NPT END CAP
- ⑰ 10' HIGH CHAINLINK FENCE PER SPPWC STD PLAN 600-2, PROVIDE TOP RAIL IN LIEU OF TENSION WIRE AND ADDITIONAL BOTTOM RAIL FOR SUN SHADE ATTACHMENT
- ⑱ UNISTRUT PIPE SUPPORT FROM TANK WALL PER TANK MANUFACTURER
- ⑲ 2" X 3/4" SCH. 80 CPVC REDUCER BUSHING
- ⑳ PROVIDE SUN SHADE SCREENS ALL AROUND THE CHEMICAL CONTAINMENT FACILITY AS SHOWN. SCREENS SHALL BE SHADE CLOTH WOVEN OF POLYPROPYLENE FOR A SHADING FACTOR OF AT LEAST 85 PERCENT AND A WEIGHT OF NOT LESS THAN 5 OUNCES PER SQUARE FOOT. EACH SCREEN SHALL SPAN OVER THE VERTICAL SPACE BETWEEN THE FENCE POSTS AND BETWEEN THE TOP AND BOTTOM FENCE RAILS. SCREENS SHALL BE COMPLETE WITH GROMMETS, TIE-DOWNS, AND DEVICES FOR ANCHORING TO THE CHAINLINK FENCE. SCREENS SHALL BE 850 SHADE CLOTH AS MANUFACTURED BY THOR TARP, A DIVISION OF ODIN INTERNATIONAL. PRIOR TO FABRICATION, SUBMIT TO THE ENGINEER FOR REVIEW DESCRIPTIVE INFORMATION, CHOICE OF COLOR AND A SAMPLE OF THE SCREEN.
- ㉑ PRE-ENGINEERED CANOPY PER SPECIFICATION



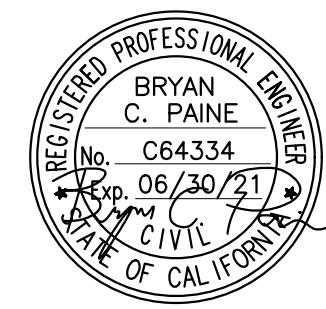
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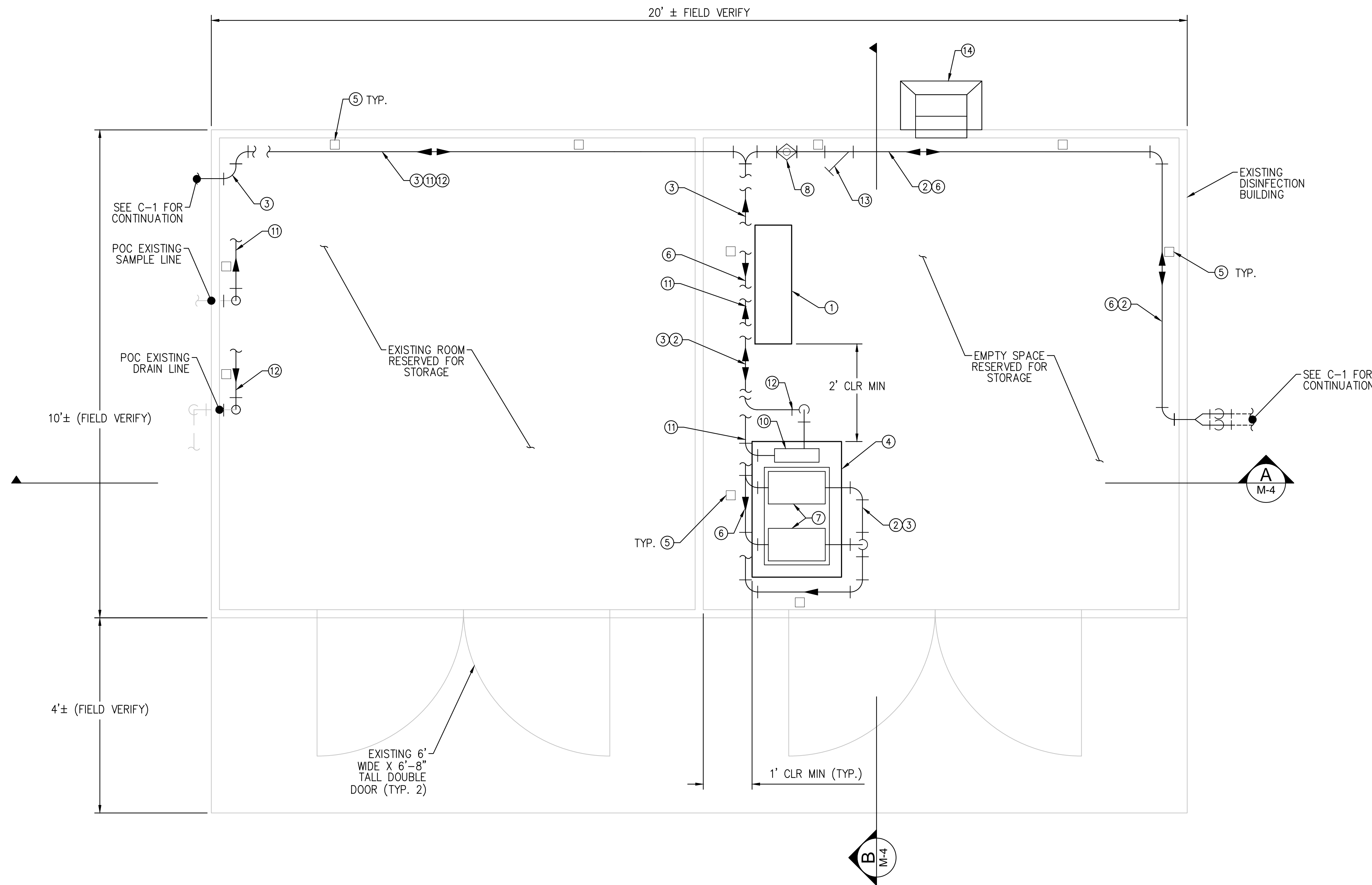
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	13

**CHEMICAL TANK ENCLOSURE SECTIONS**

DWG NO.  
**M-2**



**CONSTRUCTION NOTES**

- ① METERING PUMP CONTROL PANEL, SUPPORT PER DETAIL 3 DWG M-6
- ② 3/4" SCH. 80 CPVC RECIRCULATION LINE
- ③ 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING METERING PUMP DISCHARGE WITH LONG RADIUS ELBOWS
- ④ PROVIDE 12" CONCRETE HOUSEKEEPING PAD SIZED PER MANUFACTURER'S RECOMMENDATIONS, MOUNT METERING PUMP SKID TO PAD PER MANUFACTURER'S RECOMMENDATIONS, ROUGHEN EXISTING FLOOR SLAB AS REQUIRED, PROVIDE #4 DOWELS AT 12" O.C. E.W., MIN 4" EMBD. INTO EXISTING FLOOR SLAB
- ⑤ PIPE SUPPORT PER DETAIL 2, DWG M-5, 5' OC SPACING
- ⑥ 3/4" SCH. 80 CPVC METERING PUMP SUCTION
- ⑦ DUAL DOSING PUMP SKID WITH TWO PERISTALTIC METERING PUMP ASSEMBLIES, EACH ASSEMBLY SHALL BE CAPABLE OF PROVIDING 3 GPH AT 85 PSI, INSTALL SKID EQUIPMENT AND PIPING PER DETAIL 2, DWG M-6, PROJECT SPECIFICATIONS, AND P&IDS
- ⑧ 3/4" CPVC BALL VALVE (TYP. 2)
- ⑨ NOT USED
- ⑩ CHLORINE RESIDUAL ANALYZER PER DETAIL 1, DWG M-6
- ⑪ 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE
- ⑫ 1" SCH. 80 CPVC ANALYZER DRAIN LINE, ROUTE AND CONNECT TO EXISTING DRAIN LINE AS REQUIRED
- ⑬ 3/4" CPVC STRAINER (TYP. 2)
- ⑭ WALL MOUNTED AIR CONDITIONER UNIT, CARRIER MODEL GCA 051B OR APPROVED EQUAL, MOUNT TO EXISTING BUILDING PER MANUFACTURER'S RECOMMENDATIONS

**GENERAL NOTES**

- 1. ALL PIPING AND EQUIPMENT PENETRATIONS THROUGH THE EXISTING BUILDING SHALL BE COMPLETELY SEALED AND WEATHER PROOFED AS REQUIRED.
- 2. CONTRACTOR SHALL FIELD VERIFY THE PLACEMENT OF ALL EQUIPMENT SHOWN HEREIN IN CONJUNCTION WITH THE EXISTING BUILDING DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO FURNISHING OR INSTALLING ANY EQUIPMENT.

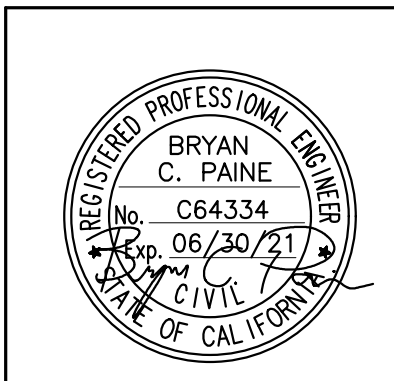
**PLAN**  
SCALE: 3/4" = 1'



\\USRA\PI\PL\W01\IN\BECOM\COM\ORANGE\US\PROJECTS\EMV\60438759 - REF. RAILROAD TREATMENT\900-CAD-95\120118 - CHLORINATION SYSTEM PROJECT\SHEETS\M-3.DWG (02-11-20 12:49:15PM)

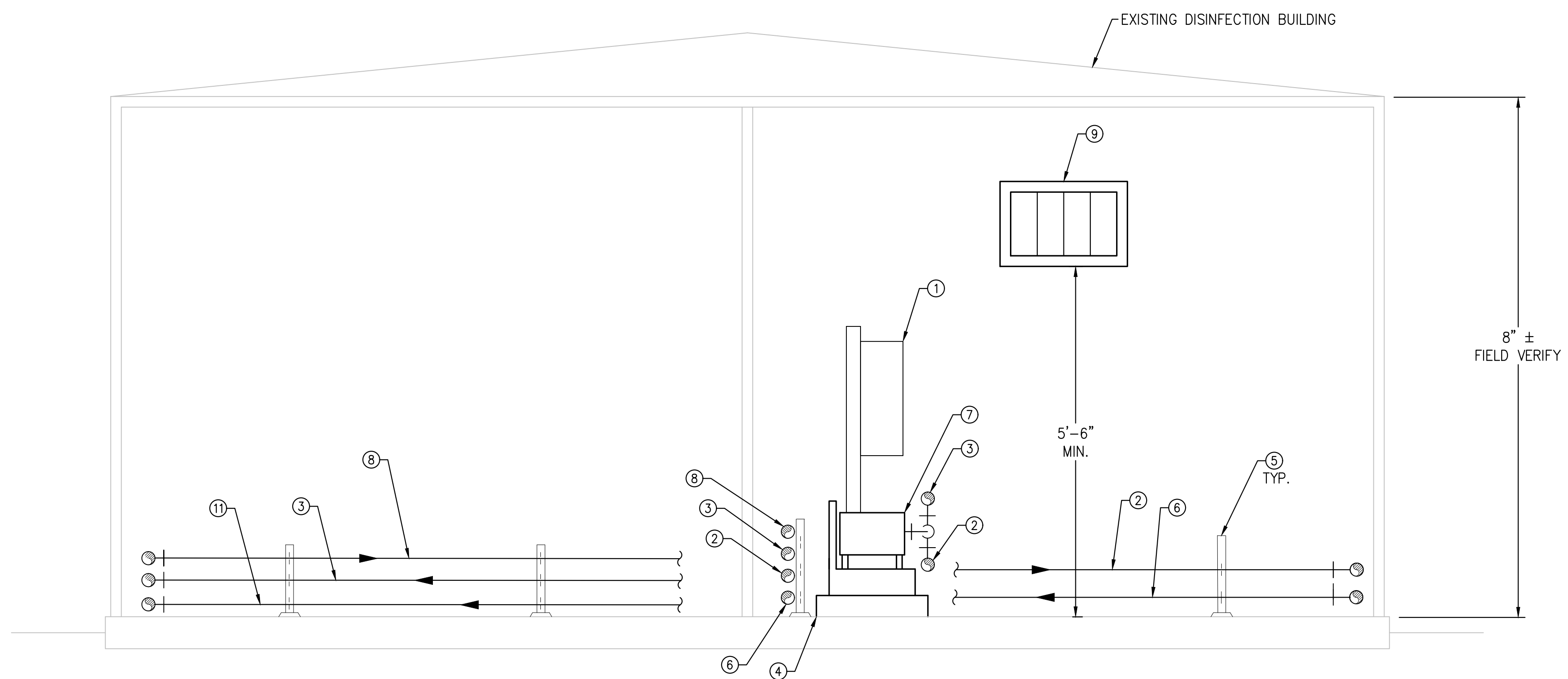
**DIAL 811 DIGALERT**  
UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!  
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

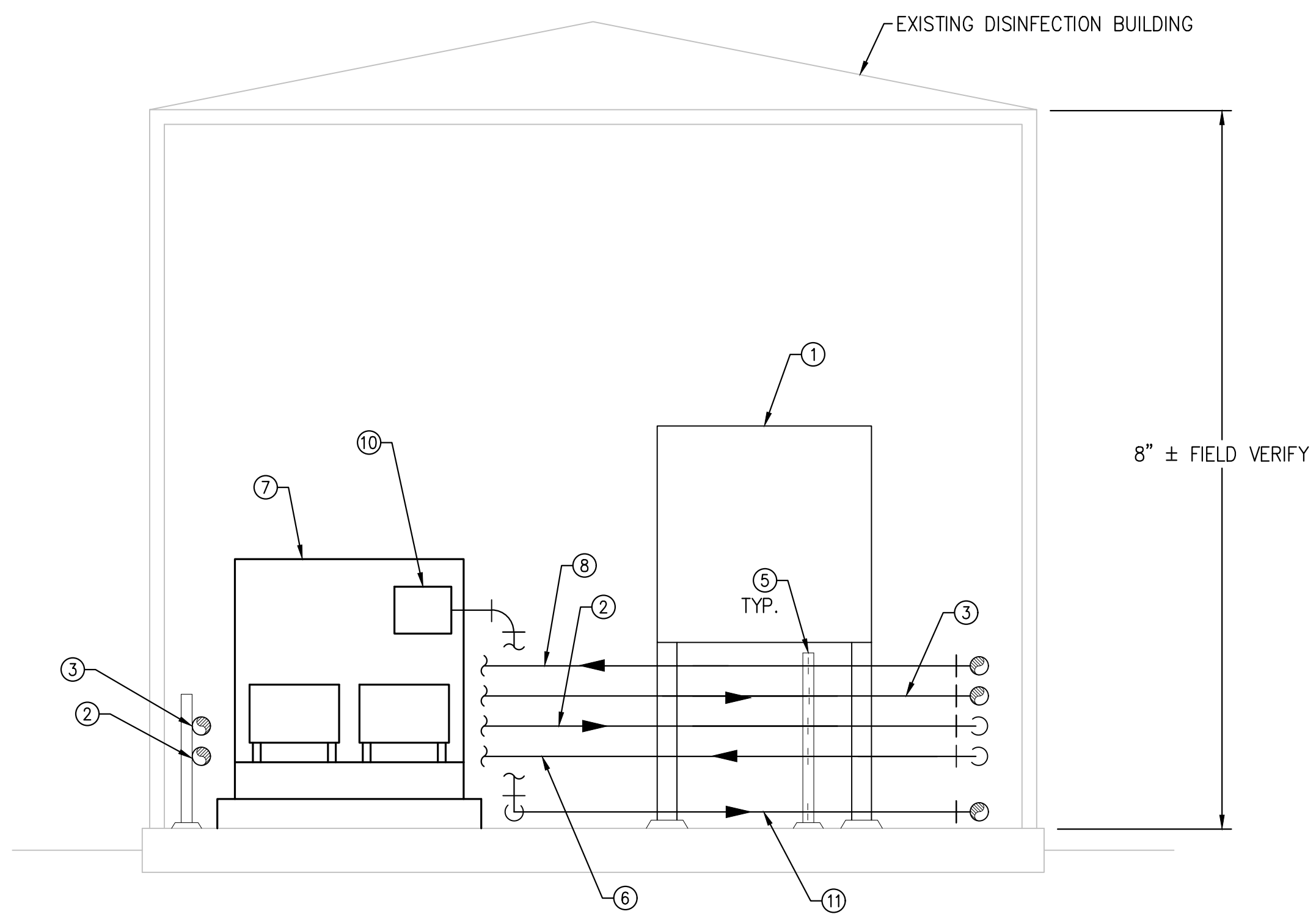


PLANS PREPARED BY:  
**AECOM**  
999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION					REV <b>9</b>			
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>14</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>M-3</b>
<b>CHEMICAL FEED SYSTEM PLAN</b>								



SECTION A  
SCALE: 3/4" = 1'  
M-3



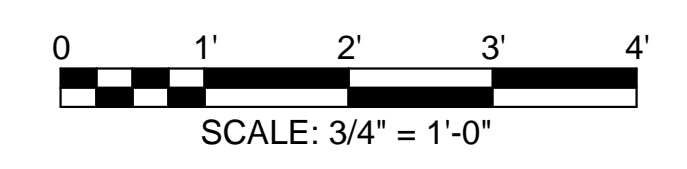
SECTION B  
SCALE: 3/4" = 1'  
M-3

**CONSTRUCTION NOTES**

- ① METERING PUMP CONTROL PANEL, SUPPORT PER DETAIL 3 DWG M-6
- ② 3/4" SCH. 80 CPVC RECIRCULATION LINE
- ③ 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING METERING PUMP DISCHARGE WITH LONG RADIUS ELBOWS
- ④ PROVIDE 12" CONCRETE HOUSEKEEPING PAD SIZED PER MANUFACTURER'S RECOMMENDATIONS, MOUNT METERING PUMP SKID TO PAD PER MANUFACTURER'S RECOMMENDATIONS, ROUGHEN EXISTING FLOOR SLAB AS REQUIRED, PROVIDE #4 DOWELS AT 12" O.C. E.W., MIN 4" EMBD. INTO EXISTING FLOOR SLAB
- ⑤ PIPE SUPPORT PER DETAIL 2, DWG M-5, 5' OC SPACING
- ⑥ 3/4" SCH. 80 CPVC METERING PUMP SUCTION
- ⑦ DUAL DOSING PUMP SKID WITH TWO PERISTALTIC METERING PUMP ASSEMBLIES, EACH ASSEMBLY SHALL BE CAPABLE OF PROVIDING 3 GPH AT 85 PSI, INSTALL SKID EQUIPMENT AND PIPING PER DETAIL 2, DWG M-6, PROJECT SPECIFICATIONS, AND P&IDS
- ⑧ 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE
- ⑨ WALL MOUNTED AIR CONDITIONER UNIT, CARRIER MODEL GCA 051B OR APPROVED EQUAL, MOUNT TO EXISTING BUILDING PER MANUFACTURER'S RECOMMENDATIONS
- ⑩ CHLORINE RESIDUAL ANALYZER PER DETAIL 1, DWG M-6
- ⑪ 1" SCH. 80 CPVC ANALYZER DRAIN LINE, ROUTE AND CONNECT TO EXISTING DRAIN LINE AS REQUIRED

**GENERAL NOTES**

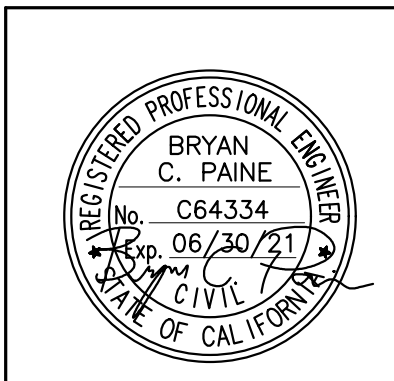
- 1. ALL PIPING AND EQUIPMENT PENETRATIONS THROUGH THE EXISTING BUILDING SHALL BE COMPLETELY SEALED AND WEATHER PROOFED AS REQUIRED.
- 2. CONTRACTOR SHALL FIELD VERIFY THE PLACEMENT OF ALL EQUIPMENT SHOWN HEREIN IN CONJUNCTION WITH THE EXISTING BUILDING DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO FURNISHING OR INSTALLING ANY EQUIPMENT.



\\USRA\PI\PL\W01\IN\AECOM\CA\ORANGE\US\PROJECTS\ENV\60438759 - REF. RALID. TREATMENT\900-CAD-BUS\120118 - CHLORINATION SYSTEM PROJECT\SHEETS\M-4.DWG (02-11-20 12:56:05PM)

**DIAL 811 DIGALERT**  
UNDERGROUND SERVICE ALERT

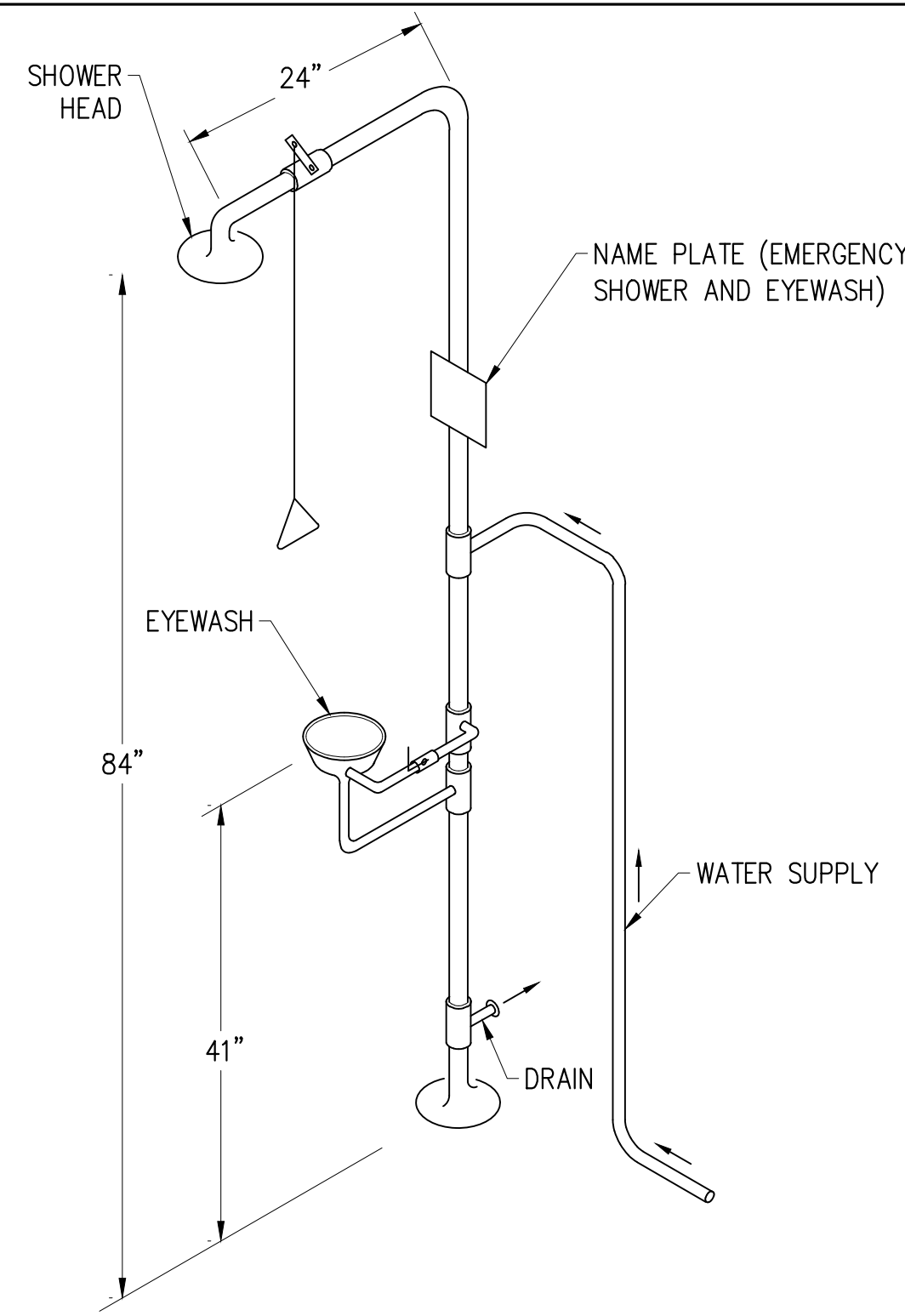
PLAY IT SAFE. DIAL BEFORE YOU DIG!  
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING



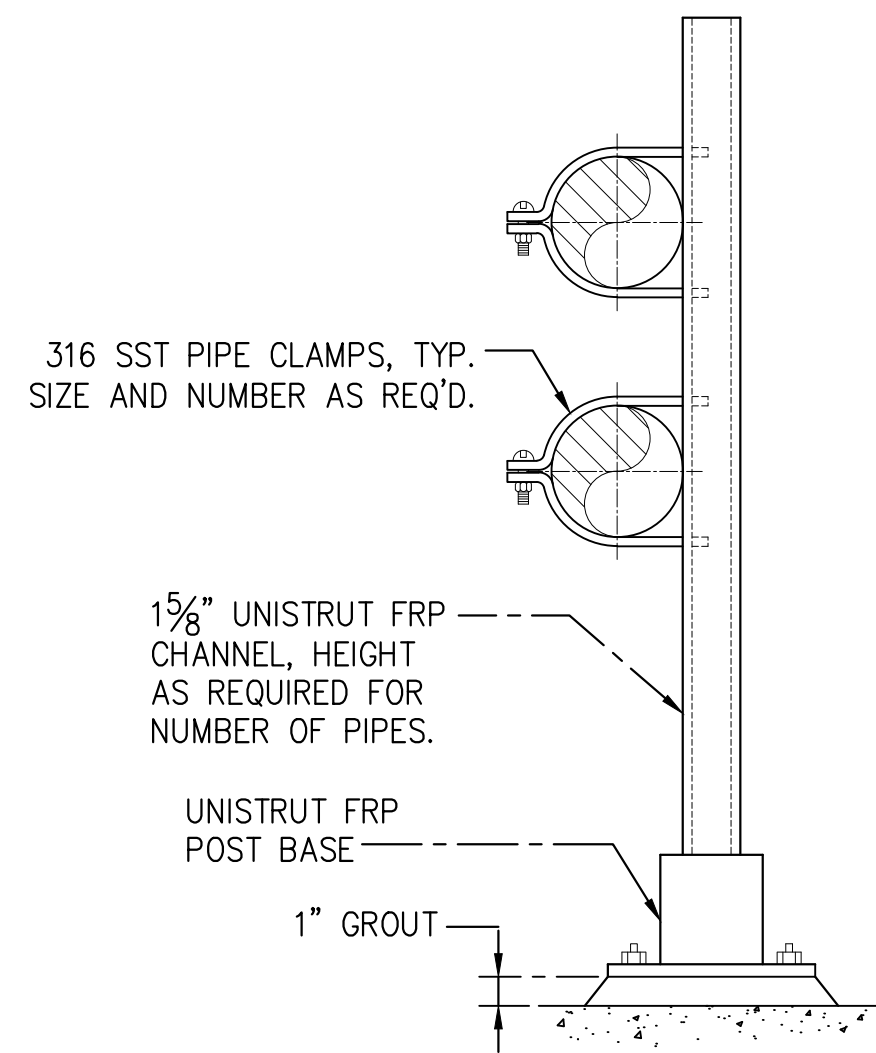
PLANS PREPARED BY:  
**AECOM**  
999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION					REV <b>9</b>			
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>15</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>M-4</b>
<b>CHEMICAL FEED SYSTEM SECTIONS</b>								

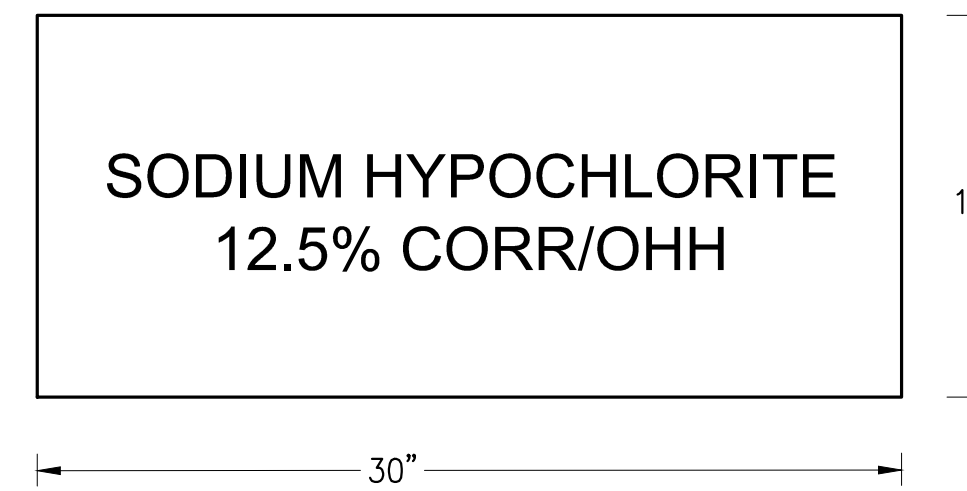




**EYEWASH STATION**  
NOT TO SCALE

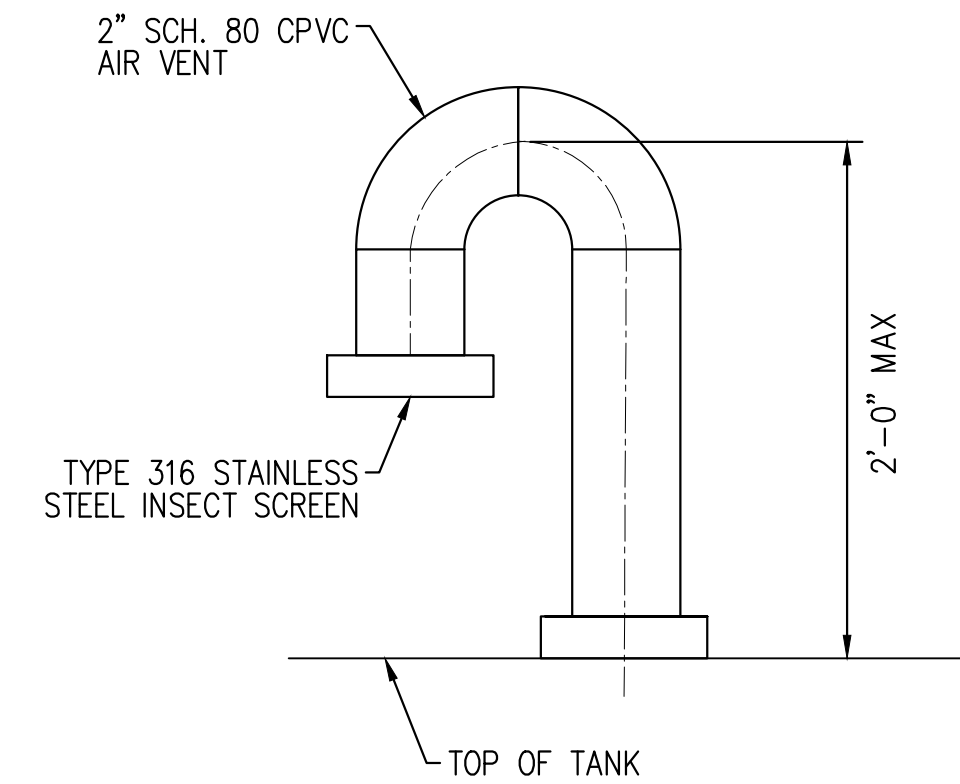


**PIPE SUPPORT**  
NOT TO SCALE

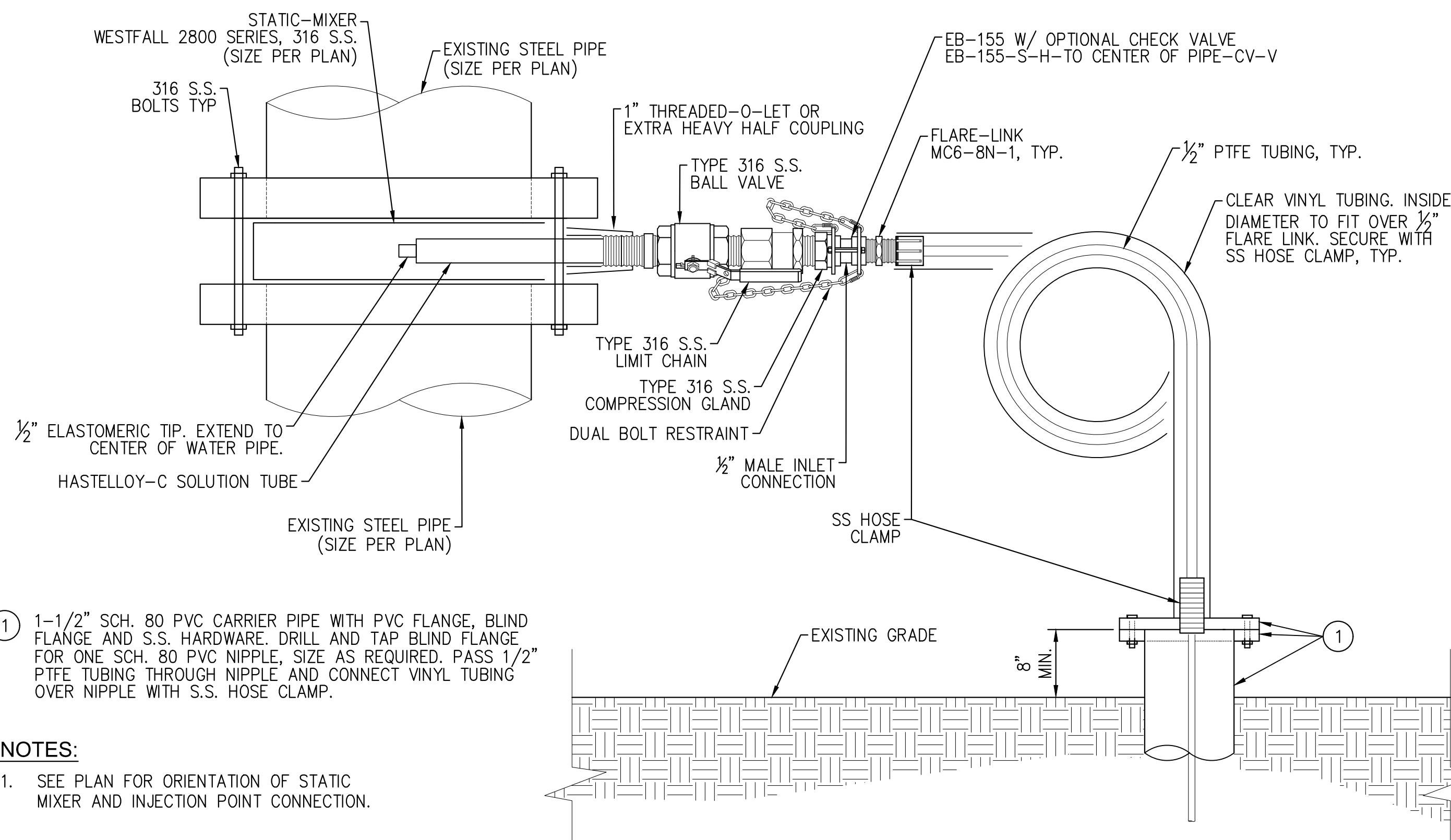


- NOTES:**
1. ALL LETTERS ARE A MINIMUM OF 2" IN HEIGHT.
  2. SIGN MAY BE A STICKER.

**TANK SIGN**  
NOT TO SCALE



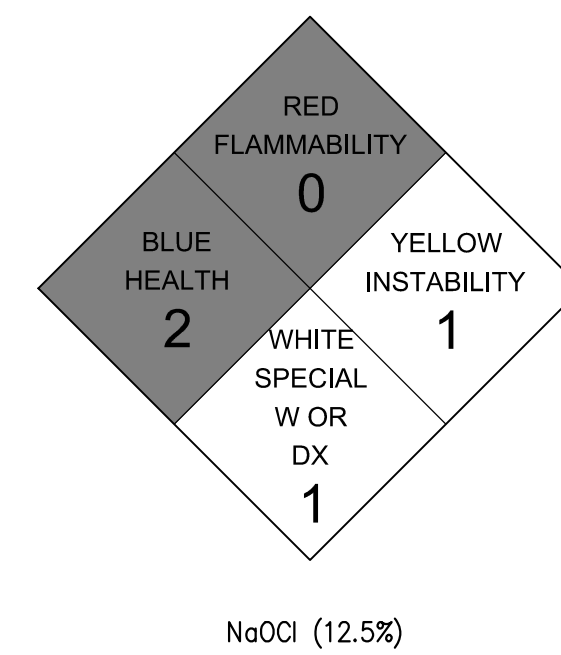
**TANK AIR VENT**  
NOT TO SCALE



- ① 1-1/2" SCH. 80 PVC CARRIER PIPE WITH PVC FLANGE, BLIND FLANGE AND S.S. HARDWARE. DRILL AND TAP BLIND FLANGE FOR ONE SCH. 80 PVC NIPPLE, SIZE AS REQUIRED. PASS 1/2" PTFE TUBING THROUGH NIPPLE AND CONNECT VINYL TUBING OVER NIPPLE WITH S.S. HOSE CLAMP.

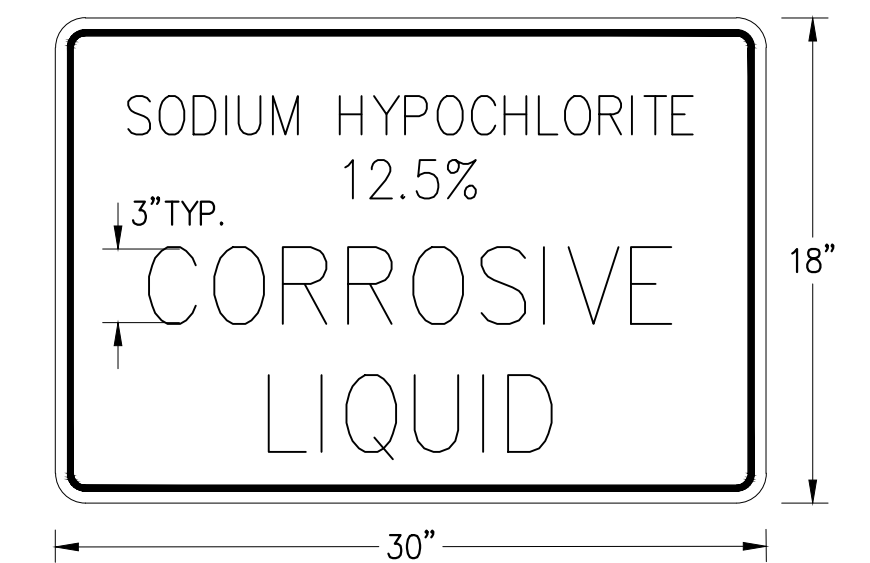
- NOTES:**
1. SEE PLAN FOR ORIENTATION OF STATIC MIXER AND INJECTION POINT CONNECTION.

**SODIUM HYPOCHLORITE INJECTION**  
NOT TO SCALE



- NOTES:**
1. MOUNT THE SIGN ON THE ENCLOSURE AS SHOWN ON PLAN.
  2. MOUNT PER NFPA 704.

**NFPA SIGN**  
NOT TO SCALE



NOTE: ALL LETTERING SHALL BE IN PLAIN CAPITAL LETTERS ON A CONTRASTING BACKGROUND (WHITE ON BLACK) AND COMPLY TO OSHA STD.

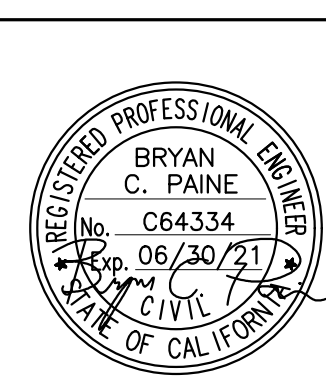
**HAZARD IDENTIFICATION SIGN**  
NOT TO SCALE

**DIAL 811 DIG ALERT**

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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	16

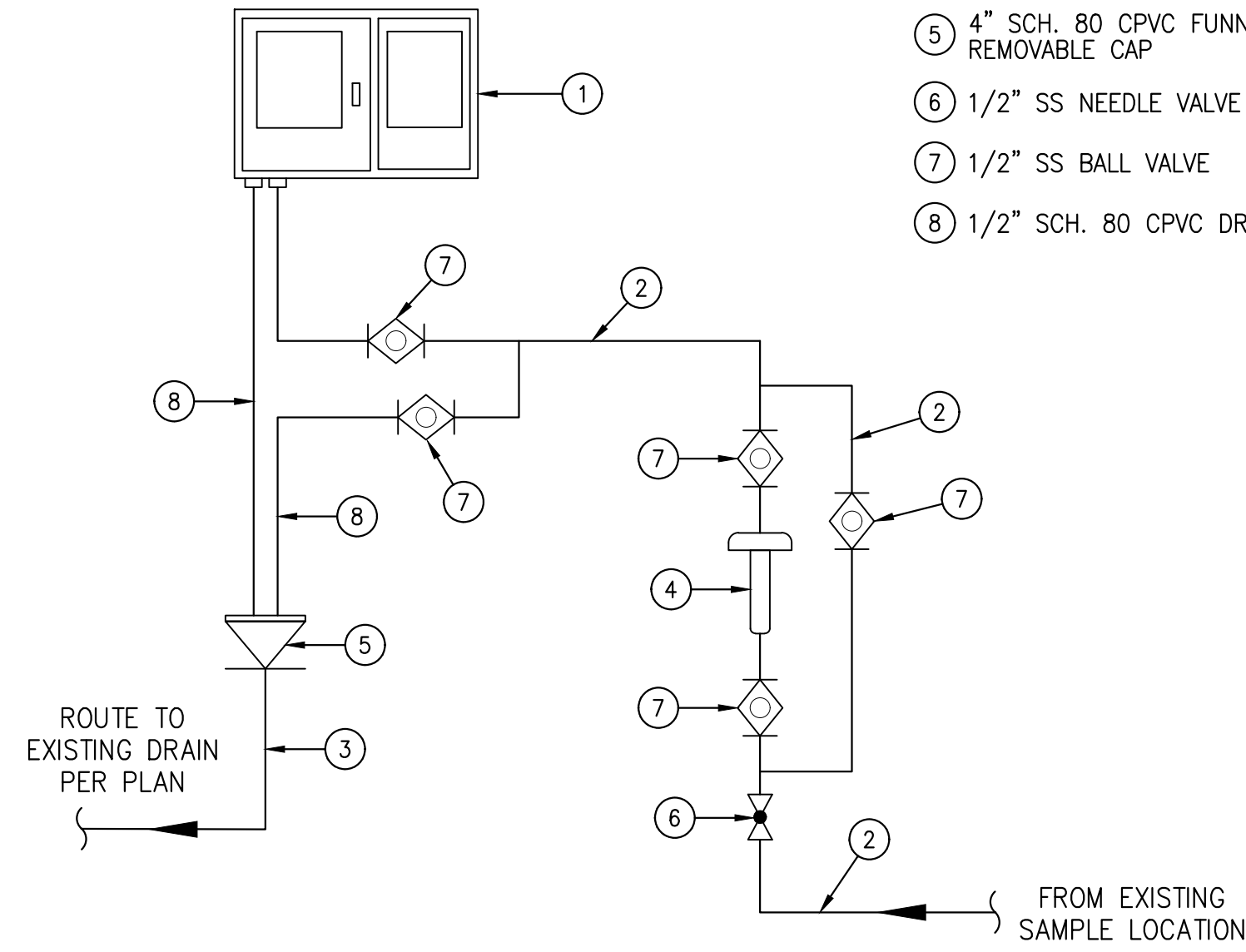
MECHANICAL DETAILS - 1

DWG NO.  
M-5

\\USRA\PIPL\WOOD\IN\AECOM\COM\ORANGE\US\PROJECTS\LEWA\60438759 - REF. RALD - TREATMENT\900-CAD-US\2018-CHLORINATION SYSTEM PROJECT\SHEETS\W-SUMG (02-11-20 12:56:57PM)

**CONSTRUCTION NOTES**

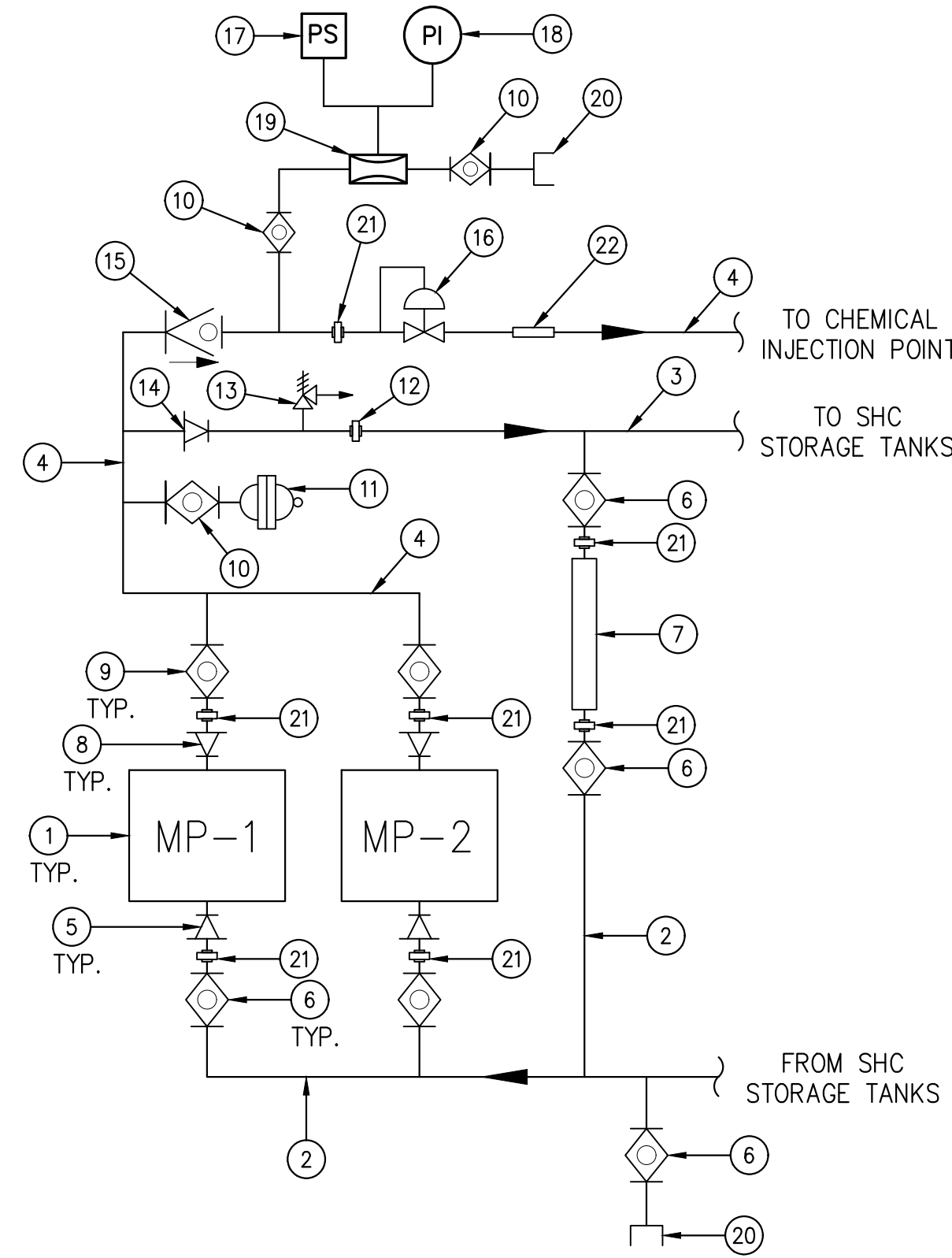
- ① FREE CHLORINE ANALYZER, HACH MODEL CLF10, MOUNTED ON METERING PUMP SKID
- ② 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE AND LONG RADIUS ELBOWS
- ③ 1" SCH. 80 CPVC DRAIN
- ④ FILTER ELEMENT
- ⑤ 4" SCH. 80 CPVC FUNNEL WITH REMOVABLE CAP
- ⑥ 1/2" SS NEEDLE VALVE
- ⑦ 1/2" SS BALL VALVE
- ⑧ 1/2" SCH. 80 CPVC DRAIN



**CHLORINE ANALYZER SCHEMATIC** ①  
NOT TO SCALE

**CONSTRUCTION NOTES**

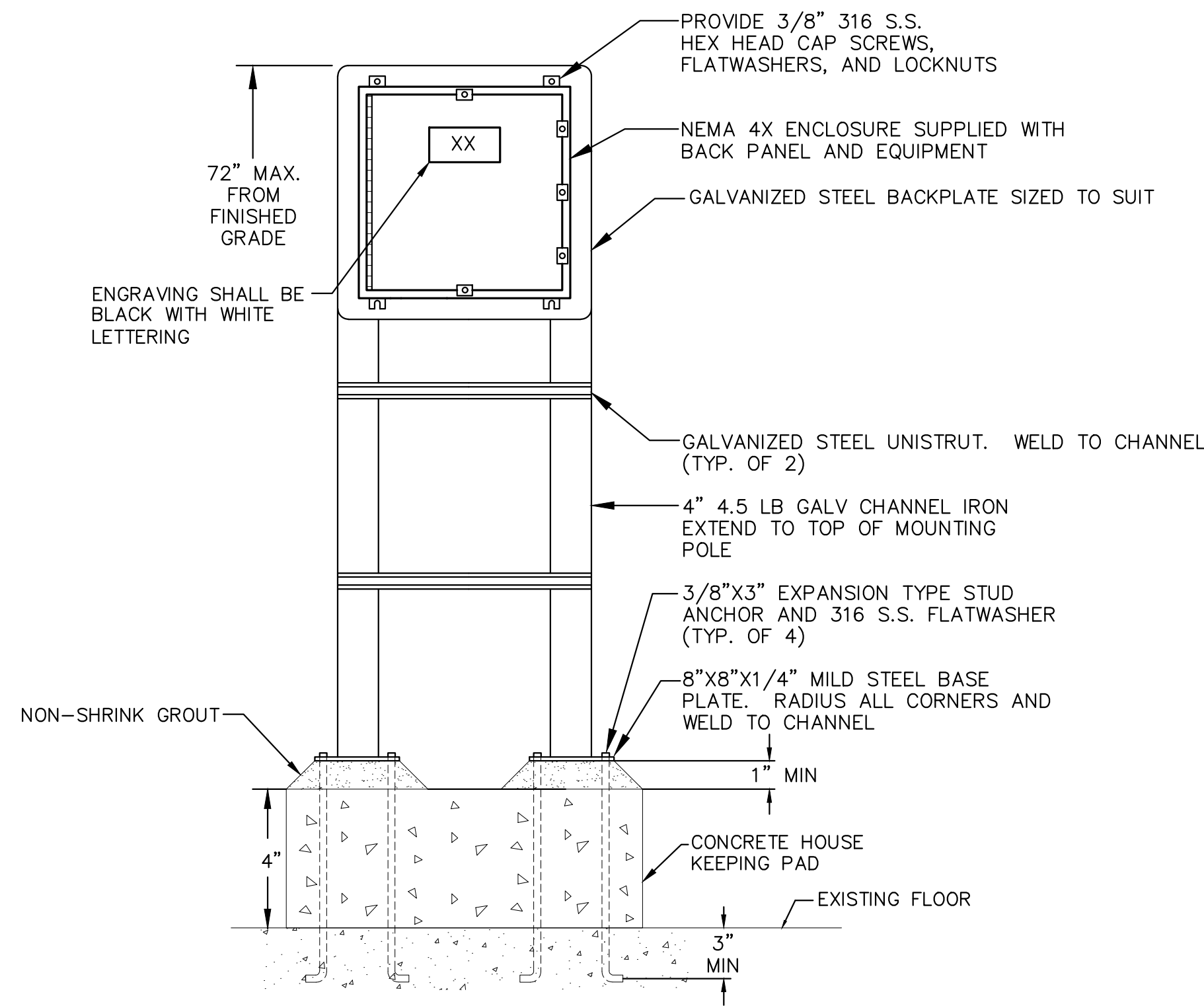
- ① PERISTALTIC METERING PUMP, 2.5 GPH @ 80 PSI
- ② 3/4" SCH. 80 CPVC SUCTION LINE
- ③ 3/4" SCH. 80 CPVC RECIRCULATION LINE
- ④ 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING DISCHARGE AND LONG RADIUS ELBOWS
- ⑤ 3/4" X 1/2" SCH. 80 CPVC REDUCER BUSHING
- ⑥ 3/4" CPVC BALL VALVE
- ⑦ CALIBRATION COLUMN
- ⑧ 1-1/2" X 1/2" SCH. 80 CPVC REDUCER BUSHING
- ⑨ 1-1/2" CPVC BALL VALVE
- ⑩ 1" CPVC BALL VALVE
- ⑪ PULSATION DAMPENER
- ⑫ 3/4" CPVC UNION
- ⑬ PRESSURE RELIEF VALVE
- ⑭ 1-1/2" X 3/4" SCH. 80 CPVC REDUCER BUSHING
- ⑮ 1-1/2" CPVC BALL CHECK VALVE
- ⑯ BACK PRESSURE VALVE
- ⑰ DIFFERENTIAL PRESSURE SWITCH
- ⑱ PRESSURE GAUGE (0-150 PSI)
- ⑲ DIAPHRAGM SEAL
- ⑳ FLUSHING CONNECTION
- ㉑ 1-1/2" CPVC UNION
- ㉒ FLOW SENSOR



**METERING PUMP SCHEMATIC** ②  
NOT TO SCALE

**GENERAL NOTES:**

- 1. CONTRACTOR SHALL INSTALL ALL PIPING AND EQUIPMENT SHOWN HEREON IN COORDINATION WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE PROJECT SPECIFICATIONS.



**STANCHION SUPPORT FOR ENCLOSURE** ③  
NOT TO SCALE

\\USRA\PIPL\WOOD\NA\BECOM\COM\ORANGE\US\PROJECTS\LEWA\60438759 - REF. RALID. TREATMENT\900-CAD-BUS\2018-CHLORINATION SYSTEM PROJECT\SHEETS\W-6100 (02-11-20 12:57:40PM)

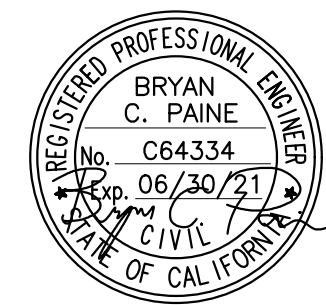
**DIAL 811 DIG ALERT**

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PLANS PREPARED BY:



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CHLORINATION SYSTEM INSTALLATION

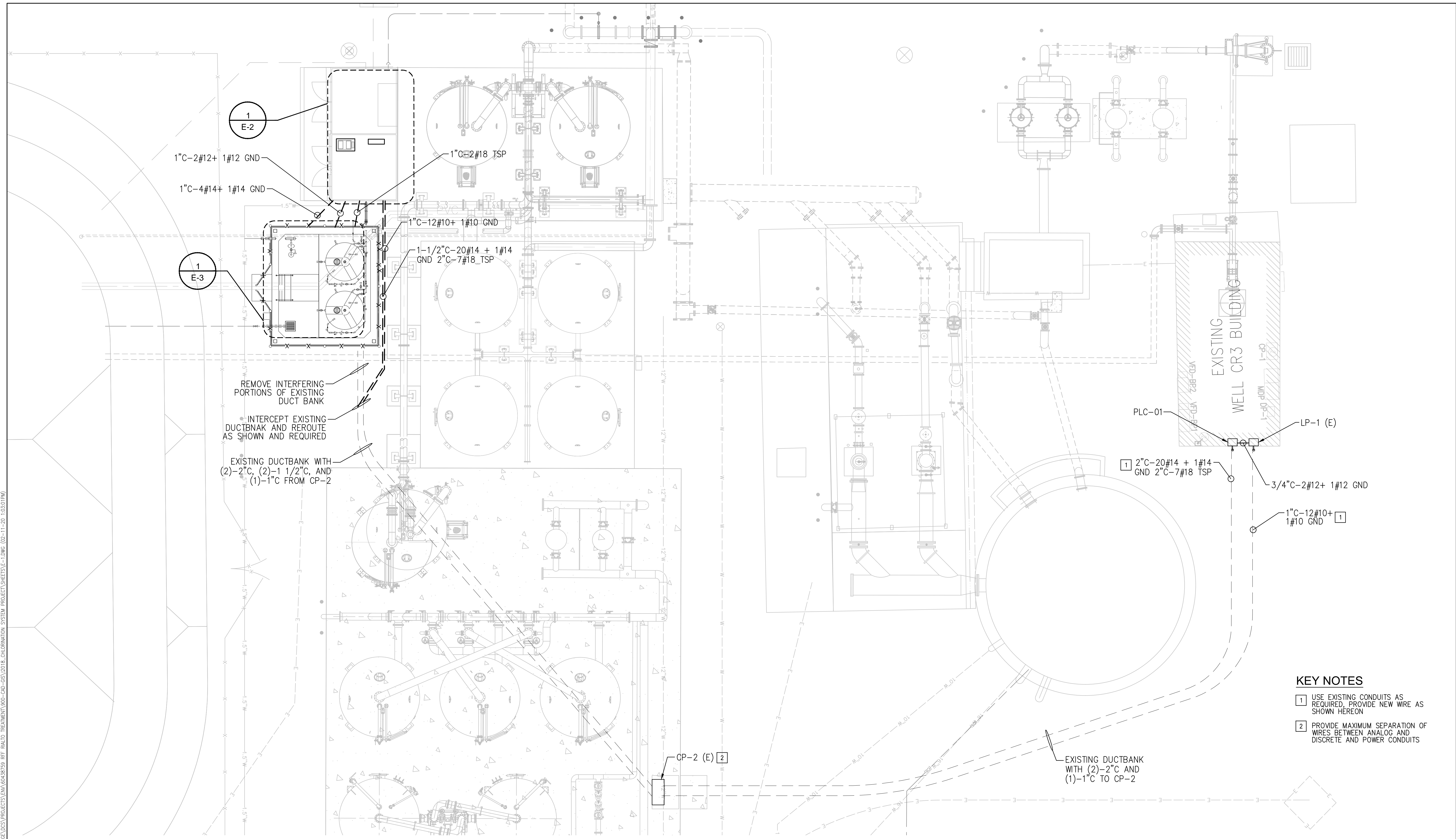
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	17

DWG NO.

**MECHANICAL DETAILS - 2**

M-6

\\USRA\PI\P\1017\1017-001\PROJECTS\NEW\ORANGE\US\PROJECTS\NEW\ORANGE\04-38759-REF\RAJID\TREATMENT\00-CAD-05\101718-CHLORINATION SYSTEM PROJECT\SHEETS\E-1.DWG (02-11-20 10:30:11AM)



REMOVE INTERFERING PORTIONS OF EXISTING DUCT BANK

INTERCEPT EXISTING DUCTBANK AND REROUTE AS SHOWN AND REQUIRED

EXISTING DUCTBANK WITH (2)-2\"C, (2)-1 1/2\"C, AND (1)-1\"C FROM CP-2

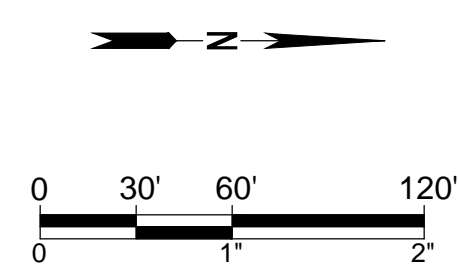
EXISTING DUCTBANK WITH (2)-2\"C AND (1)-1\"C TO CP-2

- KEY NOTES**
- 1 USE EXISTING CONDUITS AS REQUIRED, PROVIDE NEW WIRE AS SHOWN HEREON
  - 2 PROVIDE MAXIMUM SEPARATION OF WIRES BETWEEN ANALOG AND DISCRETE AND POWER CONDUITS

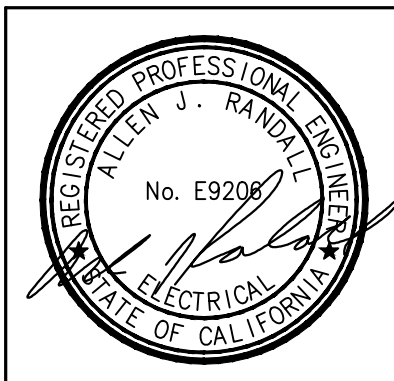


UNDERGROUND SERVICE ALERT

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING



**ELECTRICAL SITE PLAN**  
SCALE: 1" = 60'

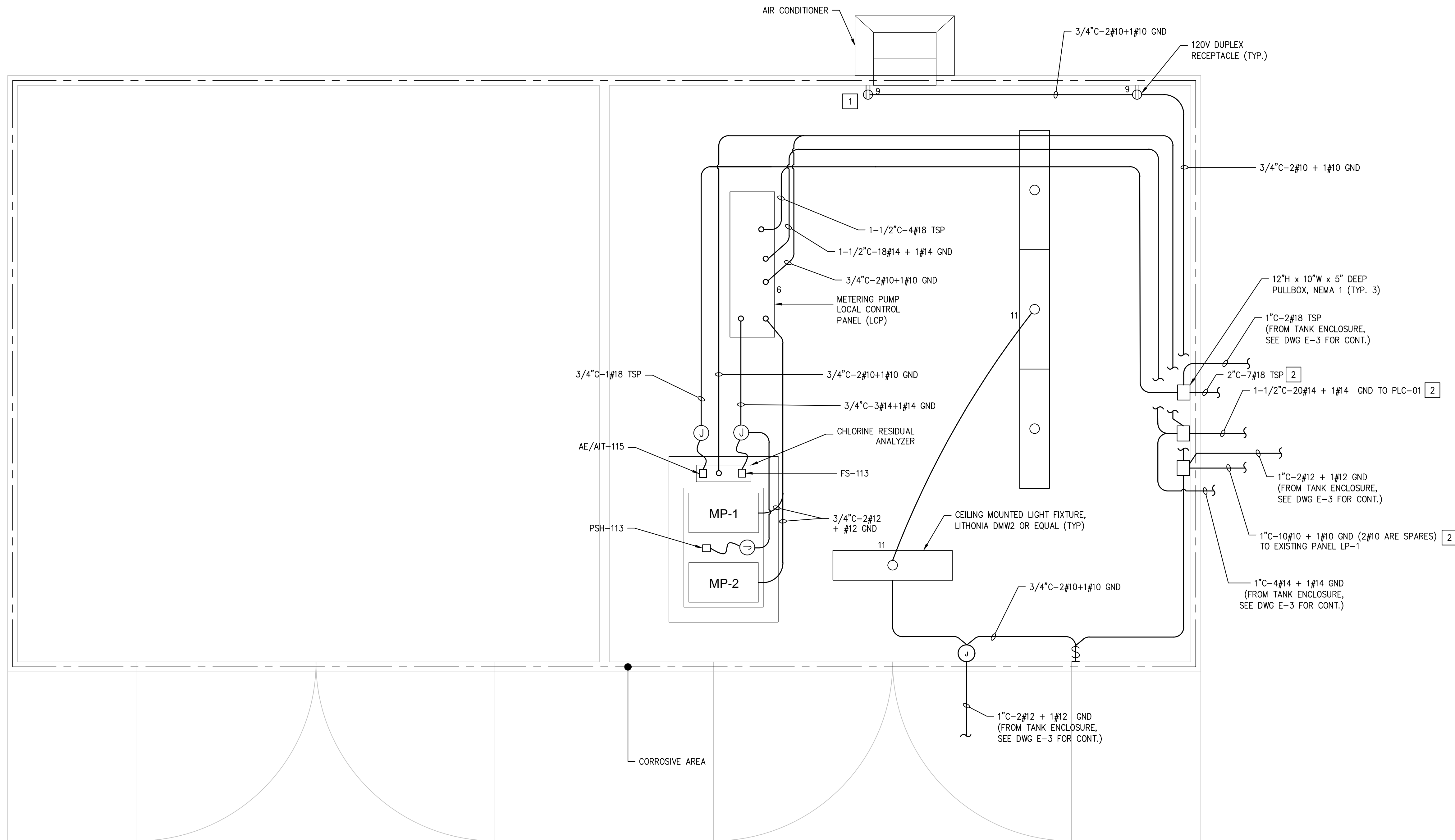


PLANS PREPARED BY:

**AECOM**

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TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION				REV <b>9</b>				
SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>18</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>E-1</b>
<b>ELECTRICAL PLAN</b>								



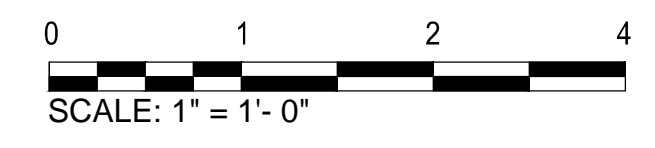
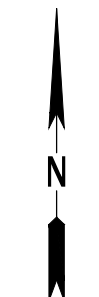
- ELECTRICAL SYMBOLS**
- CONDUIT EXPOSED
  - QUANTITY #12 CURRENT CARRYING WIRES. (EQUIPMENT GND. NOT INCLUDED IN THE COUNT) IF NO LINES ARE SHOWN PROVIDE 2#12+1#12 GND
  - HOMERUN TO PANEL A, CIRCUITS 1 AND 3
  - FLEXIBLE CONDUIT CONNECTION
  - PANELBOARD
  - JUNCTION BOX, CEILING
  - DUPLEX RECEPTACLE

- ELECTRICAL ABBREVIATIONS**
- A AMPERES
  - AC ALTERNATING CURRENT
  - AWG AMERICAN WIRE GAUGE
  - C CONDUIT
  - CB CIRCUIT BREAKER
  - CKT CIRCUIT
  - C.O. CONDUIT ONLY
  - DWG DRAWING
  - (E), EXIST EXISTING
  - FIT FLOW INDICATOR TRANSMITTER
  - FLEX FLEXIBLE
  - FT FLOW TRANSMITTER
  - G, GND GROUND
  - HZ HERTZ
  - JB JUNCTION BOX
  - KVA KILOVOLT-AMPERE
  - KW KILOWATT
  - LCL LONG CONTINUOUS LOAD
  - LIT LEVEL INDICATING TRANSMITTER
  - LT LEVEL TRANSMITTER
  - MP METERING PUMP
  - P POLE
  - PH PHASE
  - PLC PROGRAMMABLE LOGIC CONTROLLER
  - PSH PRESSURE SWITCH HIGH
  - REC RECEPTACLE
  - REF REFERENCE
  - TEMP TEMPERATURE
  - TYP TYPICAL
  - V VOLT
  - W WATT, WIRE

**NOTES**

- 1 MOUNT RECEPTACLE ADJACENT TO AIR CONDITIONER UNIT
- 2 ROUTE WIRE IN EXISTING CONDUIT, REFER TO DRAWING E-1 FOR CONTINUATION

PLAN  
SCALE: 1" = 1' - 0"



EXISTING MINI POWERZONE LP-1																
VOLTAGE: 120/240V				SOURCE: DP-1				PANEL LOCATION: INSIDE WELL BLDG								
PHASE: 1Ø				FAULT CURRENT: 10KAIC BRACED				M.L.O <input type="checkbox"/> M.C.B <input checked="" type="checkbox"/> 60A, 2P								
WIRES: 3W																
AMPS: 60A																
	OTHER	REC	LTG	LOAD (WATTS)		BREAKER	POLE	BKR NO	BKR. NO	POLE	BREAKER	LOAD (WATTS)		LGT.	REC	OTHER
				A	B							A	B			
EW-1 CONTROL CIRCUIT*				1000		15	1	1	2	2	25	696				EXHAUST FAN*
LIGHTING (EXTERIOR/INTERIOR)*			6		1080	20	1	3	4	2	15	2895				AIR CONDITIONER*
RECEPTACLE*		2		720		20	1	5	6	1	20	500				LCP
SPARE							1	7	8	1	20	200				AE/AIT-115
SPARE								9	10							SPARE
AIR CONDITIONER + RECEPTACLE	1			720				11	12							SPARE
LIGHTING + RECEPTACLE		1	6	540				13	14							SPARE
SUBTOTAL WATTS				2440	1620			0	0			1196	3075			SUBTOTAL WATTS
TOTAL WATTS A PHASE				3636				MAX COMM. PHASE AMPS				35				
TOTAL WATTS B PHASE				4695				TOTAL CONNECTED KVA				8.3				
								TOTAL DEMAND KVA				8.3				
								TOTAL AMPS				34.7				

\*EXISTING LOADS

**DIAL 811 DIGI-ALERT**

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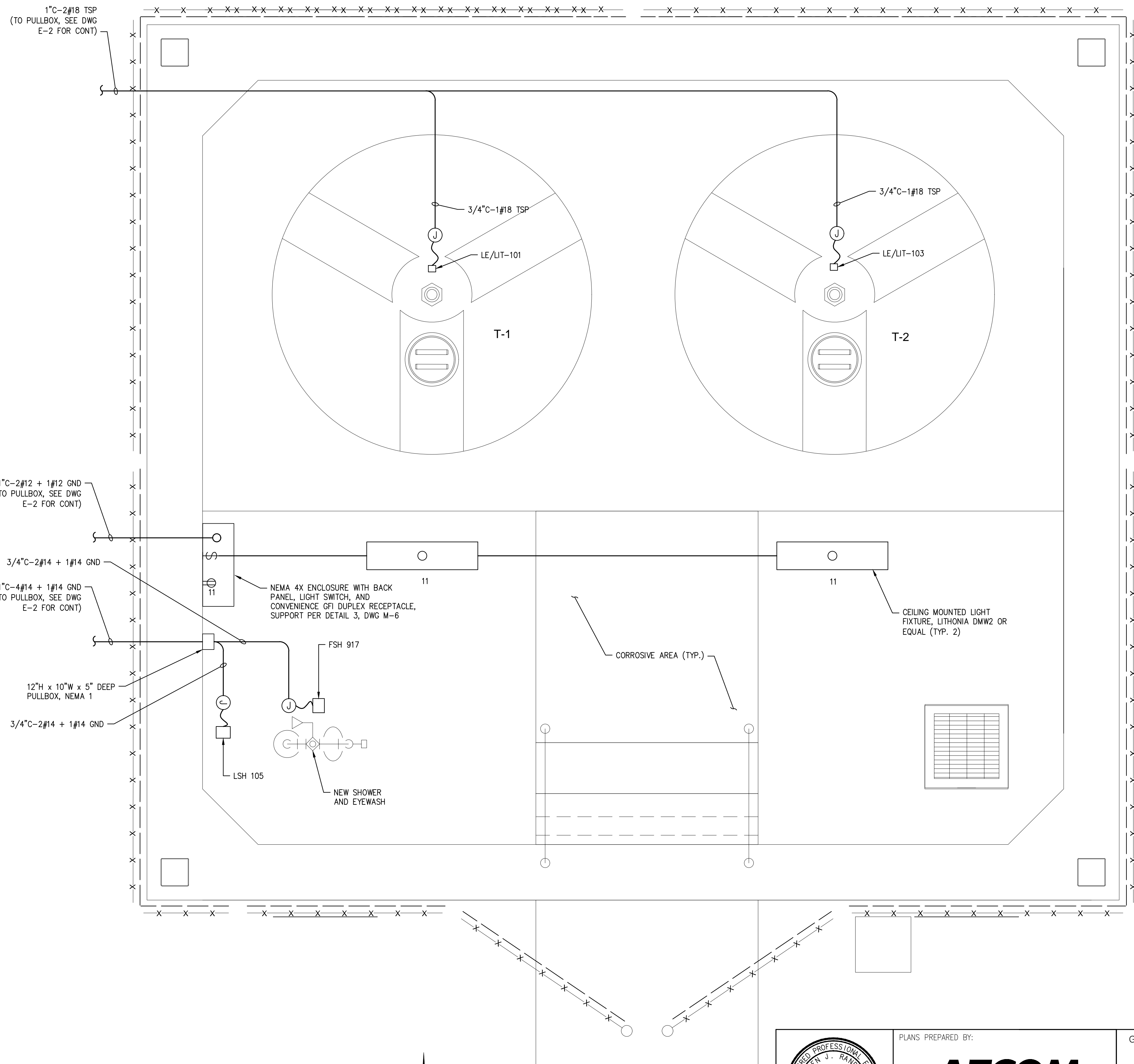


PLANS PREPARED BY:

**AECOM**

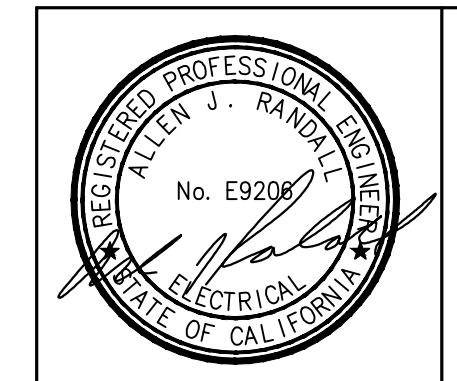
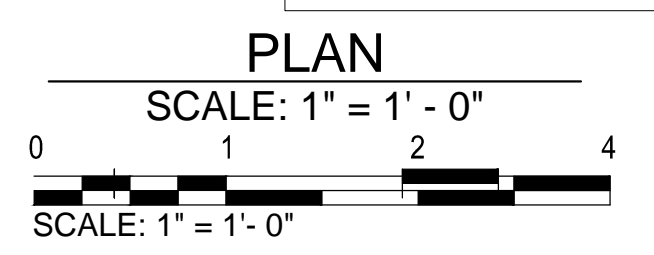
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ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION						REV <b>9</b>		
SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>19</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>E-2</b>
<b>ELECTRICAL DETAIL PLAN -1</b>								



- ELECTRICAL SYMBOLS**
- CONDUIT EXPOSED
  - QUANTITY #12 CURRENT CARRYING WIRES. (EQUIPMENT GND. NOT INCLUDED IN THE COUNT) IF NO LINES ARE SHOWN PROVIDE 2#12+1#12 GND
  - HOMERUN TO PANEL A, CIRCUITS 1 AND 3
  - FLEXIBLE CONDUIT CONNECTION
  - PANELBOARD
  - JUNCTION BOX, CEILING
  - DUPLEX RECEPTACLE

- ELECTRICAL ABBREVIATIONS**
- A AMPERES
  - AC ALTERNATING CURRENT
  - AWG AMERICAN WIRE GAUGE
  - C CONDUIT
  - CB CIRCUIT BREAKER
  - CKT CIRCUIT
  - C.O. CONDUIT ONLY
  - DWG DRAWING
  - (E), EXIST EXISTING
  - FIT FLOW INDICATOR TRANSMITTER
  - FLEX FLEXIBLE
  - FSH FLOW SWITCH HIGH
  - FT FLOW TRANSMITTER
  - G, GND GROUND
  - HZ HERTZ
  - JB JUNCTION BOX
  - KVA KILOVOLT-AMPERE
  - KW KILOWATT
  - LCL LONG CONTINUOUS LOAD
  - LIT LEVEL INDICATING TRANSMITTER
  - LT LEVEL TRANSMITTER
  - MP METERING PUMP
  - P POLE
  - PH PHASE
  - PLC PROGRAMMABLE LOGIC CONTROLLER
  - PSH PRESSURE SWITCH HIGH
  - REC RECEPTACLE
  - REF REFERENCE
  - TEMP TEMPERATURE
  - TYP TYPICAL
  - V VOLT
  - W WATT, WIRE



PLANS PREPARED BY:

**AECOM**

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ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION				REV <b>9</b>				
SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET <b>20</b>
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO. <b>E-3</b>
<b>ELECTRICAL DETAIL PLAN - 2</b>								

**DIAL 811 DIGI-ALERT**

UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

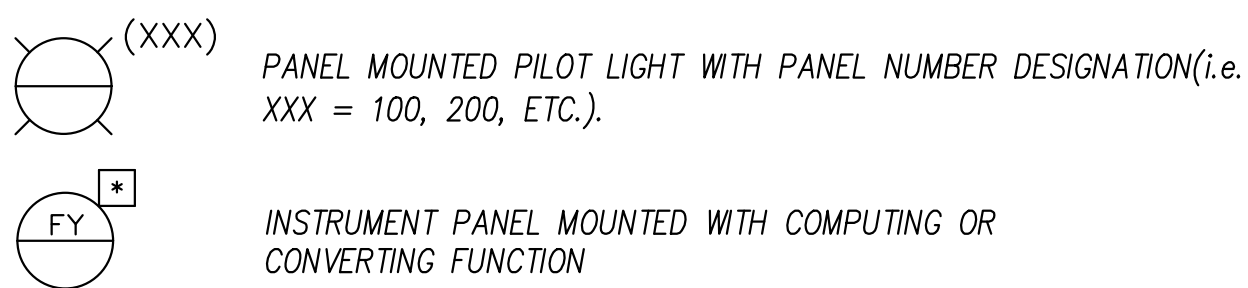
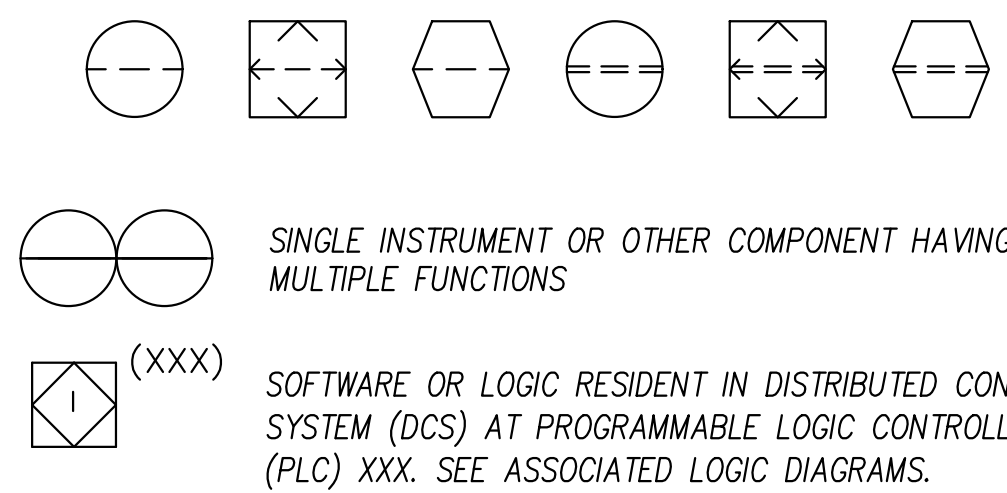
\\USRA\PIPL\LD\IN\AECOM\CA\ORANGE\USYS\PROJECTS\LEWA\60438759 - REF. RALLOD\_TREATMENT\900-CAD-BUS\2018\_CHLORINATION\_SYSTEM\_PROJECT\SHEETS\E-3.DWG (02-11-20 10:06:59AM)

# INSTRUMENT TAG IDENTIFICATION

	PRIMARY LOCATION (b) NORMALLY ACCESSIBLE TO OPERATOR	FIELD MOUNT	AUXILIARY LOCATION (b) NORMALLY ACCESSIBLE TO OPERATOR
DISCRETE INSTRUMENTS	LCP		LCP
SHARED DISPLAY, SHARED CONTROL	LCP		LCP
COMPUTER FUNCTION	LCP		LCP
PROGRAMMABLE LOGIC CONTROL	LCP		LCP

(a) DESIGNATIONS SUCH AS 100 (LOCAL CONTROL BOARD NO. 100), 200 (LOCAL CONTROL BOARD NO. 200), ETC., ARE USED WHEN NECESSARY TO SPECIFY INSTRUMENT OR FUNCTION LOCATION.

(b) NORMALLY INACCESSIBLE OR BEHIND-THE-PANEL DEVICES OR FUNCTIONS ARE DEPICTED BY USING THE SAME SYMBOLS BUT WITH DASHED HORIZONTAL BARS, I.E.



<b>CONVERT</b>	E - VOLTAGE I - CURRENT P - PNEUMATIC A - ANALOG B - BINARY	H - HYDRAULIC O - ELECTROMAGNETIC, SONIC R - RESISTANCE (ELECT.) D - DIGITAL PF - PULSE FREQUENCY
<b>COMPUTE</b>	SUMMING	AVERAGING
	SUBTRACTOR	RATIO
	MULTIPLYING	DIFFERENCE
	DIVIDING	HIGH SELECTING
	ROOT EXTRACTION	LOW SELECTING
	PROPORTIONAL	INTEGRAL
	DERIVATIVE	

(XXX) DESIGNATIONS OF CONTROL FUNCTIONS ASSOCIATED INSTRUMENT OR OTHER COMPONENTS.

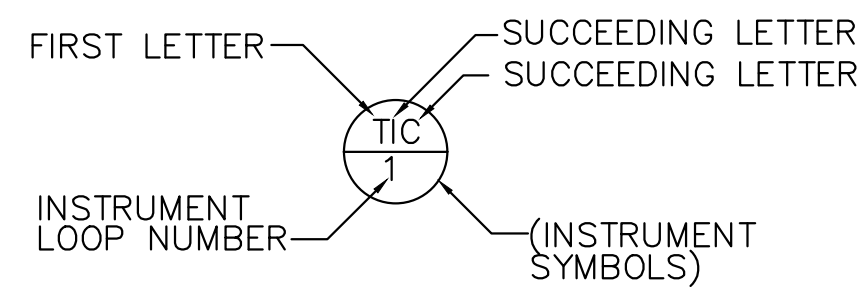
AC - AUTO/CLOSE	OO - ON/OFF
AHC - AUTO/HOLD/CLOSE	OCA - OPEN/CLOSE/AUTO
AM - AUTO/MANUAL	OSC - OPEN/STOP/CLOSED
C - CLOSE	POT - POTENTIOMETER
DEV - DEVIATION	RST - RESET
ES - EMERGENCY STOP	RL - RAISE/LOWER
HOA - HAND/OFF/AUTO	RSL - RAISE/STOP/LOWER
HOR - HAND/OFF/REMOTE	SD - SHUTDOWN
LOS - LOCKOUT STOP	SEL - SELECT
LR - LOCAL/REMOTE	SP - SET POINT
N.C. - NORMALLY CLOSED	SR - START/RESET
N.O. - NORMALLY OPEN	SS - STOP/START
MOA - MANUAL/OFF/AUTO	WA - WARNING ALARM
O - OPEN	
OL - OVERLOAD (MOTOR)	

## ISA FUNCTION IDENTIFICATION TABLE

FIRST-LETTER		SUCCEEDING-LETTERS		
MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A ANALYSIS				
B BURNER, COMBUSTION				
C CONDUCTIVITY			CONTROL	CLOSED
D DENSITY	DIFFERENTIAL			
E VOLTAGE		SENSOR (PRIMARY ELEMENT)		
F FLOW RATE	RATIO (FRACTION)			
G GAGE		GLASS, VIEWING DEVICE		
H HAND				HIGH
I CURRENT (ELECTRICAL)		INDICATE		
J POWER	SCAN			
K TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L LEVEL		LIGHT		LOW MIDDLE, INTERMEDIATE
M MOTOR, MOISTURE	MOMENTARY			
N TORQUE		ISOLATE	ISOLATOR	
O USER SPECIFIED		ORIFICE, RESTRICTION		OPEN
P PRESSURE, VACUUM		POINT (TEST) CONNECTION		
Q QUANTITY	INTEGRATE, TOTALIZE			
R RADIATION		RECORD		
S SPEED, FREQUENCY	SAFETY		SWITCH	
T TEMPERATURE			TRANSMIT	
U MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
W WEIGHT, FORCE		WELL		
X RUN	X AXIS		COMPUTE, CONVERT	
Y EVENT, STATE OR PRESENCE	Y AXIS		DRIVER, ACTUATOR, FINAL	
Z POSITION, DIMENSION	Z AXIS		CONTROL ELEMENT	

### TYPICAL FORMAT:

TIC-1 - INSTRUMENT IDENTIFICATION OR TAG NUMBER  
 TIC - FUNCTIONAL IDENTIFICATION  
 T - FIRST-LETTER  
 IC - SUCCEEDING-LETTER(S)  
 1 - LOOP NUMBER



### EXPANDED FORMAT:

10-PAH-1A - TAG NUMBER  
 10 - OPTIONAL PREFIX  
 A - OPTIONAL SUFFIX

UNDEFINED INTERLOCK DEVICE

## MECHANICAL EQUIPMENT SYMBOLS

	CENTRIFUGAL PUMP		PROGRESSING CAVITY PUMP
	VERTICAL TURBINE PUMP		GEAR PUMP
	COMPRESSOR OR BLOWER		PERISTALTIC PUMP
	EJECTOR		MIXER
	METERING PUMP		STATIC MIXER
	CHEMICAL INJECTION QUILL		

## PROCESS AND SIGNAL

### LINE SYMBOLS

	PROCESS LINE (1)
	INSTRUMENT OR CONNECTION TO PROCESS
	ELECTRIC SIGNAL
	ELECTRIC PULSE FREQUENCY SIGNAL (0-100 CYCLE/SEC., 0-150 PULSE/MIN., etc.)
	ELECTRIC PULSE DURATION SIGNAL (15 SEC., 3/12 SEC = 0 %, etc.)
	PNEUMATIC SYMBOL (2)
	HYDRAULIC SYMBOL
	CAPILLARY TUBE
	ELECTROMAGNETIC OR SONIC SIGNAL (3)
	INTERNAL SYSTEM LINK (SOFTWARE OR DATA LINK)
	MECHANICAL LINK
	CONNECTING LINES
	FIELD INSTRUMENT/DEVICE
	CONTINUED ON DWG I-___ AT A SIMILAR ARROW WITH LETTER X.
	CONTINUED ON MULTIPLE SHEETS
	PROCESS INTERFACE CONNECTION POINT NOT SHOWN IN DRAWINGS

(1) REFER TO DWG G-3 FOR PIPING SERVICE SCHEDULE.

(2) THE PNEUMATIC SIGNAL SYMBOL APPLIES TO A SIGNAL NOT A SUPPLY SOURCE, USING ANY AS A MEDIUM. IF A GAS OTHER THAN AIR IS USED, THE GAS IS IDENTIFIED BY NOTE ON THE SIGNAL.

(3) ELECTROMAGNET PHENOMENA INCLUDE HEAT, RADIO WAVES, NUCLEAR RADIATION AND LIGHT.

## INPUT/OUTPUT INTERFACE SYMBOLS

	= DIGITAL OUTPUT		= ANALOG OUTPUT
	= DIGITAL INPUT		= ANALOG INPUT

## GENERAL NOTES

- ADDITIONAL INSTRUMENTATION AND CONTROL SYMBOLS MAY BE USED AS REQUIRED. SYMBOLS AND NOMENCLATURE ARE BASED ON ISA STANDARDS S5.1, S5.2, S5.4.
- SEE ASSOCIATED ELECTRICAL AND MECHANICAL SYMBOL SHEETS FOR ADDITIONAL SYMBOLS AND ABBREVIATIONS.
- FOR PIPE SIZES, MATERIAL, AS WELL AS DETAILS OF METER COUPLING AND OTHER MECHANICAL EQUIPMENT (E.G. VALVE, PUMP ETC.) SEE PROCESS AND INSTRUMENTATION DIAGRAMS, MECHANICAL DRAWINGS AND SPECIFICATIONS.
- POWER SUPPLIES FOR LOOPS OR SYSTEMS SHALL BE FURNISHED BY THE INSTRUMENTATION MANUFACTURER TO MEET THE PARTICULAR CHARACTERISTICS (E.G. VOLTAGE AND CURRENT REQUIREMENTS) OF COMPONENTS IN EACH LOOP OR SYSTEM.
- THOSE ITEMS IDENTIFIED BY AN ASTERISK SHALL BE PROVIDED BY THE SYSTEM PROCESS EQUIPMENT SUPPLIER.
- P&ID'S DO NOT DISTINGUISH NEW FROM EXISTING MECHANICAL AND STRUCTURAL SYSTEMS. REFER TO 'M' SHEETS.

## VALVE AND ACTUATOR SYMBOLS

### SYMBOLS

	BUTTERFLY		DIAPHRAGM ACTUATED VALVE
	GATE VALVE		BACKPRESSURE VALVE
	KNIFE GATE		MOTOR OPERATED BALL VALVE
	CHECK VALVE		DRAIN VALVE & HOSE COUPLING
	BALL VALVE		PRESSURE RELIEF VALVE
	GLOBE VALVE		BACKFLOW PREVENTER
	DIAPHRAGM		REDUCER
	PLUG		STRAINER
	ECCENTRIC PLUG		CALIBRATION CHAMBER
	LUBRICATED PLUG		PRESSURE INDICATOR PULSATION DAMPENER
	3-WAY GLOBE		
	BALL CHECK VALVE		
	MOTOR OPERATED BUTTERFLY		
	PRESSURE REDUCING REDUCING REGULATOR		
	SOLENOID VALVE		
	3-WAY SOLENOID		
	NEEDLE VALVE		
	PINCH VALVE		
	ROTARY VALVE		
	FLEX COUPLER		

## DEVICE SYMBOLS

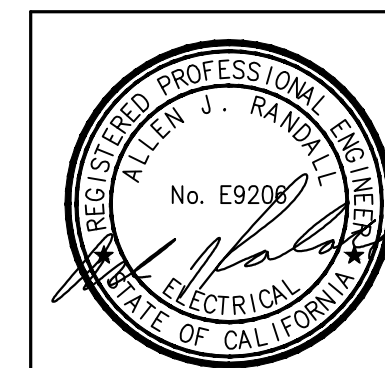
	MAGNETIC FLOWMETER	AM	AQUEOUS AMMONIA
	ORIFICE PLATE	SH	SODIUM HYPOCHLORITE
	FLOW TUBE	SPL	SAMPLE
	ANNUBAR	D	DRAIN
	PROPELLER METER	V	VENT
	ROTAMETER		
	POSITIVE DISPLACEMENT METER		
	INLINE DIAPHRAGM SEAL		
	SECONDARY PROCESS DIAPHRAGM SEAL		
	ULTRASONIC LEVEL INSTRUMENT		
	PRESSURE INDICATOR		
	LEVEL FLOAT SWITCH		
	CORIOLIS METER		

DIAL 811  
DIG ALERT

UNDERGROUND SERVICE ALERT

PLAY IT SAFE.  
DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING



PLANS PREPARED BY:

**AECOM**

999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

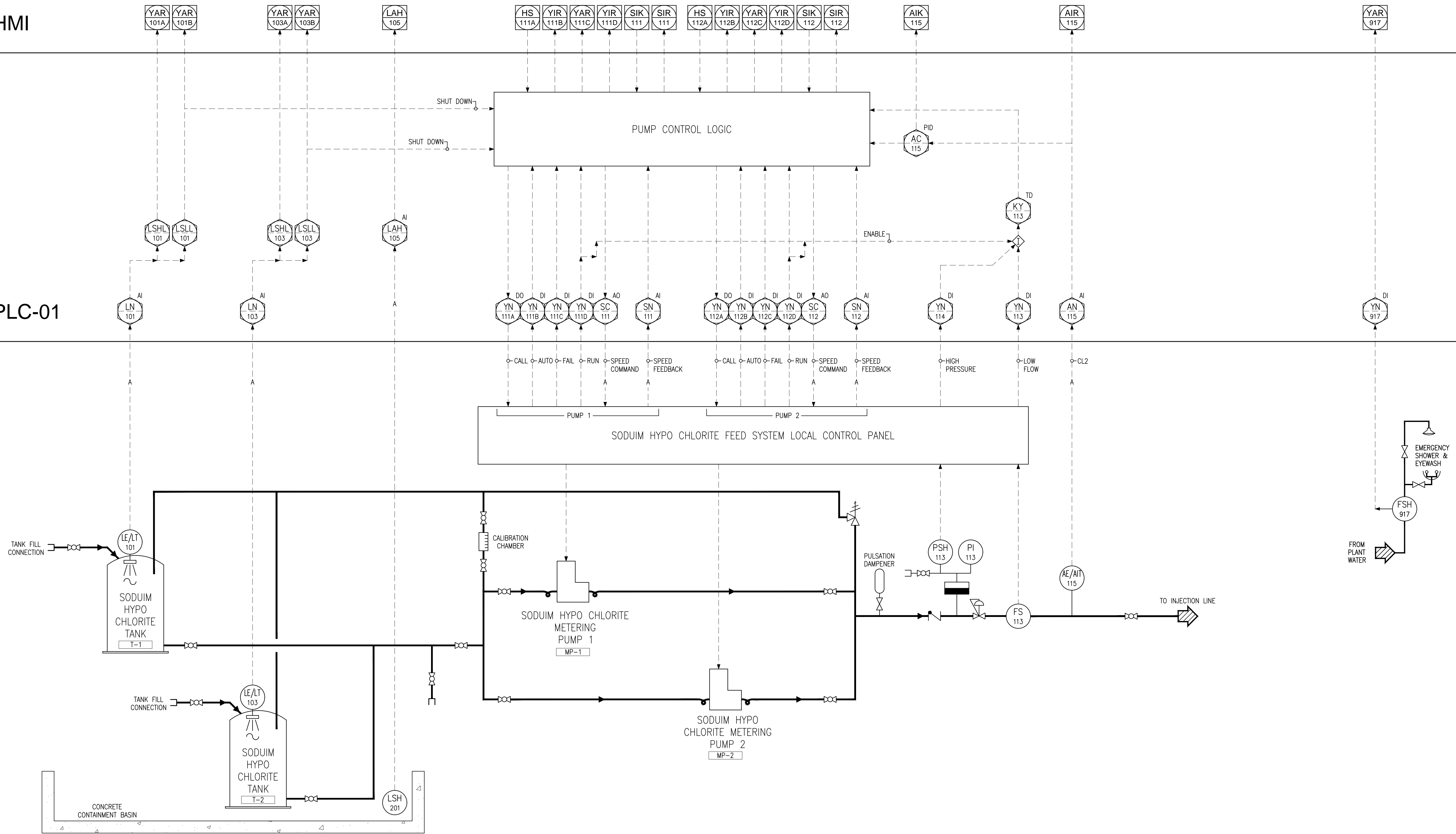
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	K. RAITHATHA	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET	21
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	DWG NO.	N-1

### INSTRUMENTATION LEGEND

HMI

PLC-01



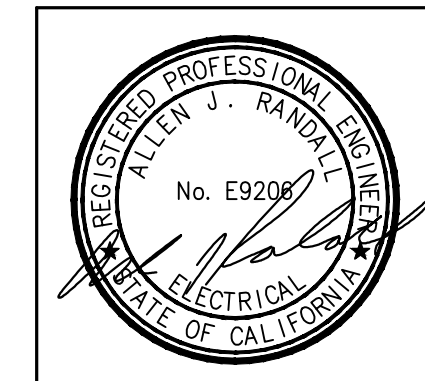
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**DIAL 811**  
**DIG ALERT**

UNDERGROUND SERVICE ALERT

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AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

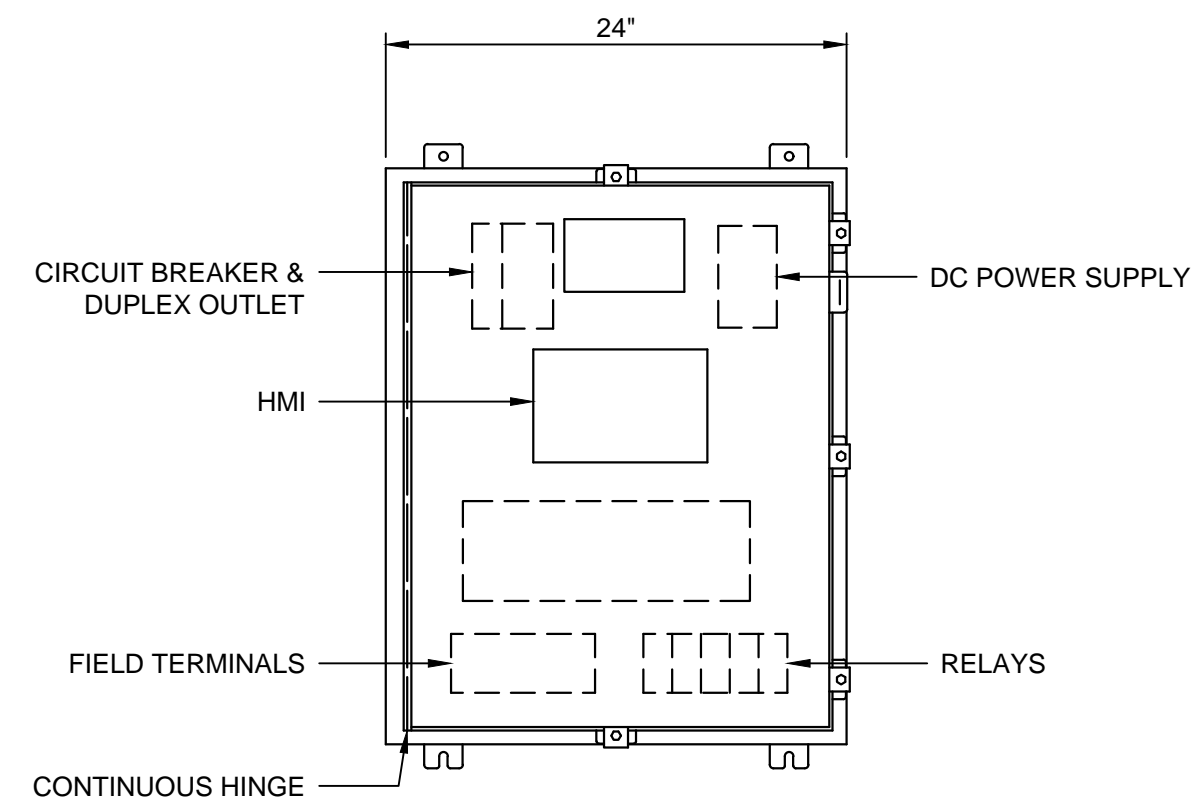
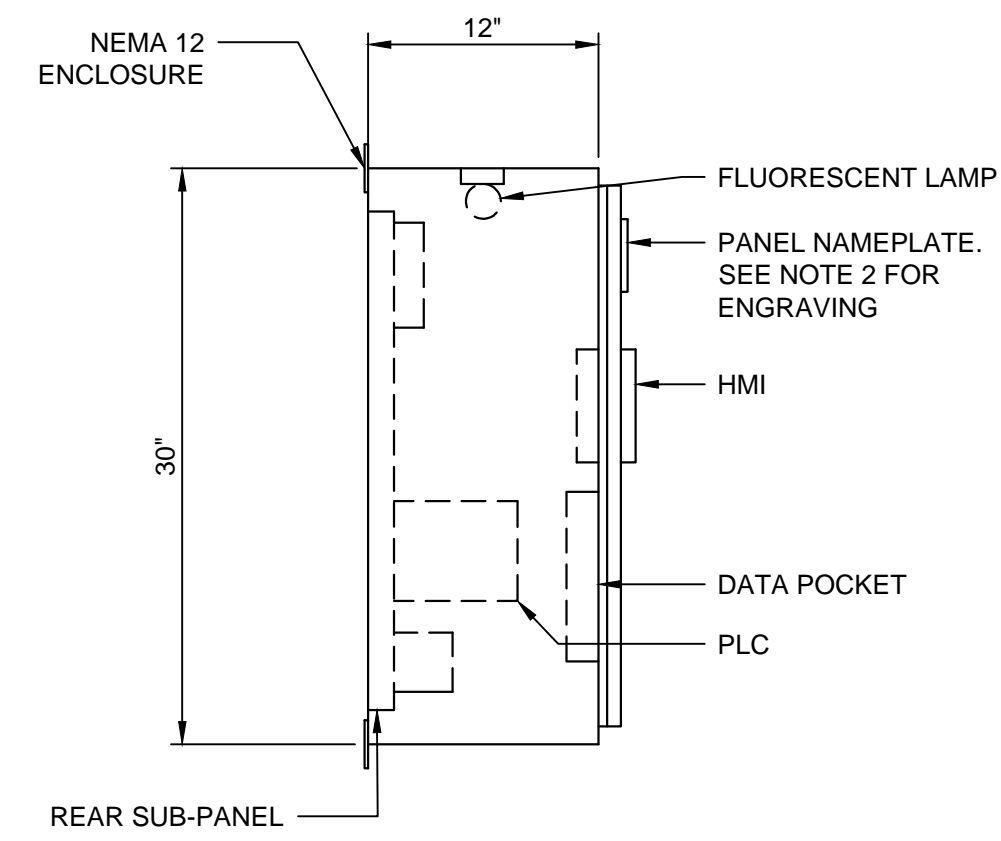


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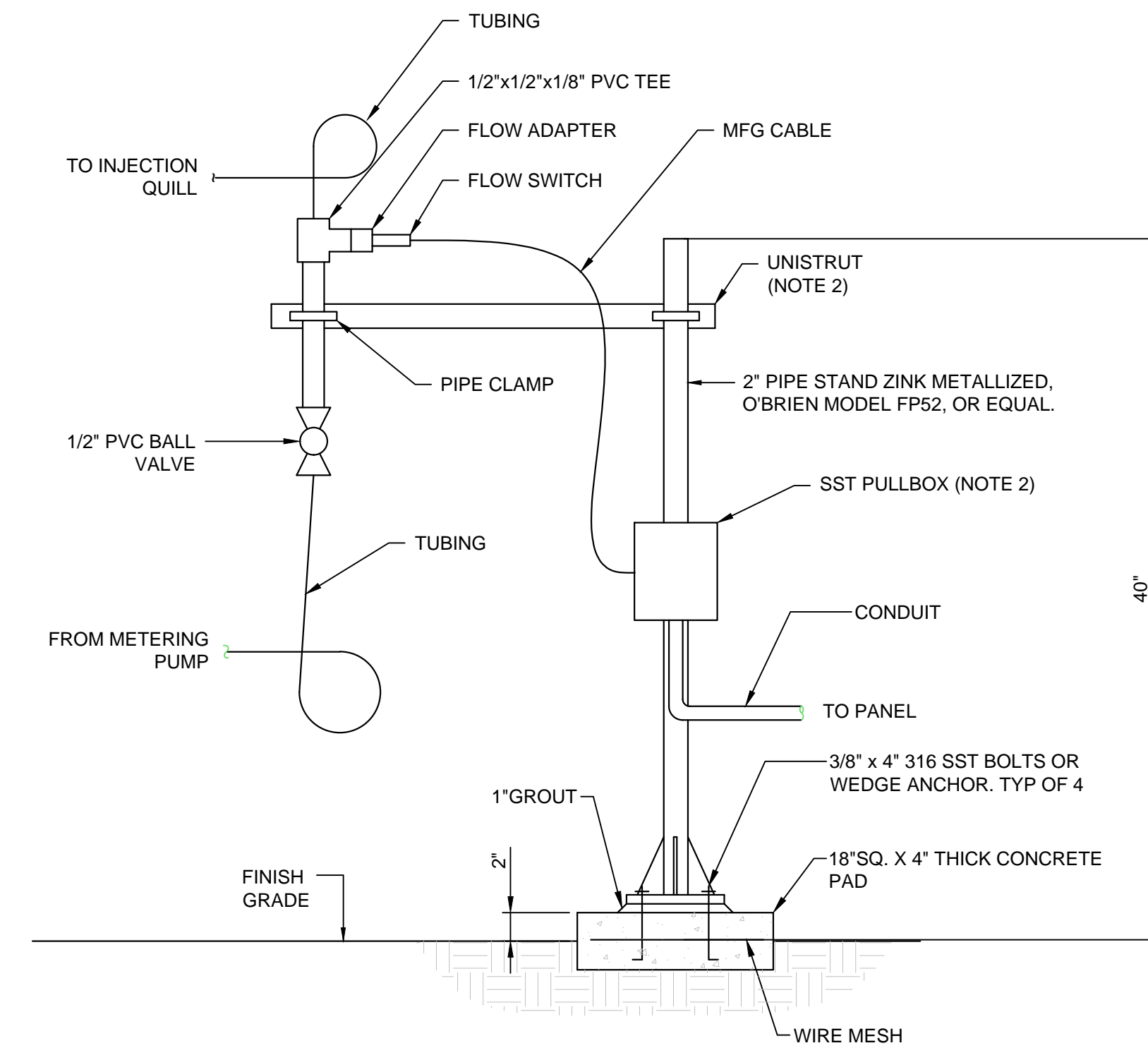
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE				REV				
CHLORINATION SYSTEM INSTALLATION				9				
SCALE	AS SHOWN	DESIGNED BY	K. RAITHATHA	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	22
CHEMICAL FEED SYSTEM P&ID								DWG NO.
								N-2



**PLC-01 PANEL**

SCALE: NONE

1



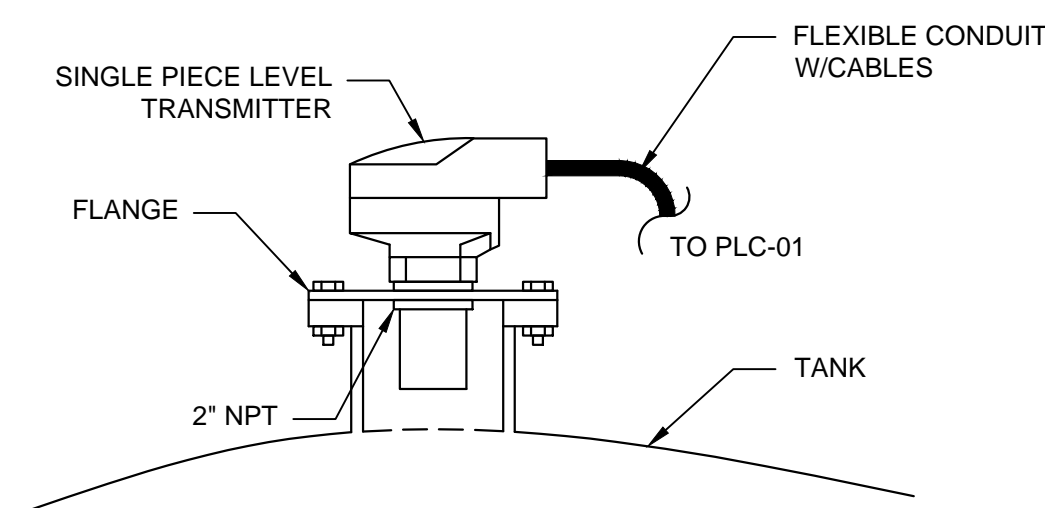
**FLOW SWITCH DETAIL**

SCALE: NONE

2

**NOTES**

- UNLESS OTHERWISE NOTED, ALL HARDWARE SHALL BE 316 SST.
- SECURE TO PIPE STAND USING U-BOLTS.



**ULTRASONIC TANK LEVEL SENSOR MOUNTING**

SCALE: NONE

3

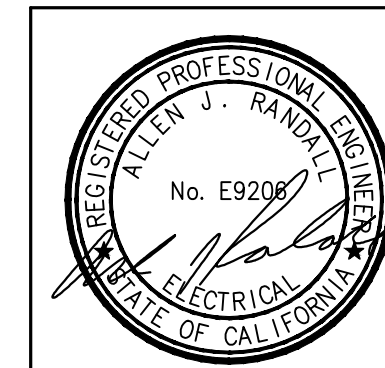
**DIAL 811  
DIG ALERT**

UNDERGROUND  
SERVICE ALERT

PLAY IT SAFE.  
DIAL BEFORE  
YOU DIG!



AT LEAST TWO  
WORKING DAYS  
PRIOR TO EXCAVATING



PLANS PREPARED BY:

**AECOM**

999 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE  
AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE  
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	K. RAITHATHA	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	REV	9
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	SHEET	23

INSTRUMENTATION DETAILS

DWG NO.  
**N-3**

\\USRA\PI\PL\WD\NA\ACOM\ECI\COM\ORANGE\US\PROJECTS\LEWA\60438759 - REF. RALID. TREATMENT\900-CAD-95\12018 - CHLORINATION SYSTEM PROJECT\SHEETS\W-3.DWG (02-11-20 1:08:31PM)



**Amendment to Four Party Implementation Agreement  
(Regarding Contingent Water Supply to Colton)**

This Amendment amends the Four Party Implementation Agreement made and entered into effective September 1, 2015, by and between Emhart, Rialto, Colton, and the County (“4-Party IA”) to set forth the procedures and process to minimize or eliminate any disruption of distribution of domestic water supply through the Rialto municipal water system to Colton in the event of an interruption of operation of the Combined Remedies.

**Recitals**

Whereas, terms defined in the 4-Party IA and used in this Amendment shall have the meanings set forth in the 4-Party IA.

Whereas, to facilitate operation of the Combined Remedies, Colton has leased its water rights in the Basin to Emhart and the County, and Rialto has leased certain of its water rights in the Basin to the County, as described in Paragraph V. of the 4-Party IA.

Whereas, as set forth in the 4-Party IA, upon startup, the Combined Remedies will pump water from the Basin, treat that water at the Combined Treatment Plant to remove perchlorate and VOCs, and deliver the treated water to Rialto.

Whereas, Rialto will receive all water treated by the Combined Treatment Plant, and deliver to Colton a volume of water equivalent to the Colton Water Rights utilized by the County and Emhart at the Combined Treatment Plant.

Whereas, Paragraph V.B.1.b. of the 4-Party IA provides that “Colton shall, at Emhart’s request, take all reasonable actions to manage its municipal water supply system, including if necessary, curtailing production at other Colton-owned water production wells in the Basin, to ensure that its water rights leased to Emhart as provided in [4-Party IA] Paragraph V can be utilized for the Work.”

Whereas Paragraph III.A.2. of the 4-Party IA provides that, subject to the terms of the Work Consent Decree, Emhart is responsible, *inter alia*, for the cost of the design, permitting, installation, and/or construction of the additional piping and infrastructure necessary to deliver water to the Colton municipal water supply system pursuant to Emhart's lease of Colton Water Rights either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties in writing.

Whereas, Colton has leased its Colton Water Rights in the Basin to the County and Emhart as set forth in Paragraph V. of the 4-Party IA, and if Emhart and the County use the maximum amount of those Colton Water Rights for the Combined Remedies, Colton would have to stop pumping water from its Well Nos. 15 and 17, both of which have been impacted by perchlorate and are connected to a resin treatment system (the “Domecq Treatment System”) that removes perchlorate prior to distributing the pumped water to Colton’s water system.

Whereas, Well Nos. 15 and 17 are among the primary water supply wells for the Western Zone of Colton's water system.

Whereas, in the event of an interruption or disruption to water delivered from Rialto to Colton, unless Colton takes steps, such as using water rights it would otherwise lease to Emhart, to keep the Domecq Treatment System on standby, Colton cannot immediately restart Well Nos. 15 and 17.

Whereas, due to health and safety considerations, Colton does not intend to cease pumping and treatment operations at Well Nos. 15 and 17 unless there is an adequate contingent water supply that can supply the water needs of Colton's Western Zone in the event of an interruption or disruption to the operation of the Combined Treatment Plant or the distribution of water supply from Rialto to Colton.

Whereas, the Parties desire to provide procedures and process for the continued delivery of domestic water supply from Rialto to Colton in the event of an interruption or disruption to the operation of the Combined Remedies.

### **Amendment**

Now, therefore, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the 4-Party IA as follows:

1. **Defined Terms.** Terms defined in the 4-Party IA and used in this Amendment shall have the meanings set forth in the 4-Party IA.

2. **Backup Water Supply and Priority.** In the event that an interruption or disruption of the operation of the Combined Remedies threatens to impact Rialto's ability to supply water to Colton on a schedule that will meet Colton's minimum water needs as set forth in the operative Water Management Plan, subject to ongoing adjustment as set forth in Paragraph VI. of the 4-Party IA, the adjustment of which shall not be unreasonably denied, either Rialto, as operator of the Combined Remedies, or Colton shall promptly notify the Parties, and the Parties shall take steps to deliver water to meet Colton's minimum water needs in the following order:

(a) **Emhart and County's Option to Provide Alternative Backup Water.** Depending on the nature of the interruption or disruption to the Combined Remedies operation, the County and Emhart may direct pumping from Rialto-3, Miro-2, Miro-3, or EW-1, using Colton Water Rights, and Rialto shall deliver to Colton a volume of water equivalent to such supplemental pumping volume pursuant to Paragraph VI. of the 4-Party IA.

(b) **Rialto Well No. 5.** To the extent that the County and Emhart do not take the actions pursuant to Paragraphs 2.(a) or the actions taken are not sufficient to meet Colton's minimum water needs, Rialto will continue to deliver water to Colton, as necessary to meet Colton's minimum water needs, via the Randall Connector, and supplement water supply in the Rialto municipal water supply system by pumping an equivalent volume of water

from its well, known as Rialto Well No. 5, located on Etiwanda Avenue, east of Cactus Avenue.

- i. Rialto's extraction of water at Rialto Well No. 5 and delivery of water to Colton via the Randall Connector, as required by Paragraph 2.(b), shall be pursuant to Colton Water Rights and any such extraction shall reduce the water rights leased by Colton to Emhart, as set forth in Paragraph V. of the 4-Party IA.
  - ii. The Parties recognize and acknowledge that Colton Water Rights are subject to the 1961 Decree and the 4-Party IA, and the exercise of Colton's Water Rights by Rialto and Emhart combined shall not exceed the amount of rights available as set forth in Paragraph V. of the 4-Party IA. To the extent the exercise of Colton Water Rights exceeds the amount Colton can pump without any penalties, fines, or assessments under the 1961 Decree, the Party(ies) responsible for the exceedance shall be liable for any penalties, fines, or assessments Colton would otherwise have to pay for exceeding its water rights.
  - iii. Rialto will deliver to Colton a volume of water equivalent to the volume pumped at Rialto Well No. 5 using Colton Water Rights at cost. Such cost shall be calculated based on Rialto's cost of operating Rialto Well No. 5 and any related lifting and/or chemical cost for treating water delivered to Colton.
  - iv. If Rialto Well No. 5 is not operable or cannot supply sufficient water to meet Colton's domestic water needs, Rialto shall provide notice to Colton and proceed to deliver water to Colton pursuant to Paragraph 2.(c).
- (c) **Baseline Feeder.** If (i) Rialto Well No. 5 is not operable, (ii) Colton notifies Rialto that Rialto cannot utilize Colton Water Rights, or (iii) Rialto Well No. 5 cannot supply sufficient water to meet Colton's minimum water needs, Rialto shall continue to deliver water to Colton via the Randall Connector, as necessary to meet Colton's minimum water needs, and take delivery of an equivalent volume of water from its "Baseline Feeder" connection by utilizing Rialto's water rights in the Bunker Hill Basin. The Baseline Feeder is operated by San Bernardino Valley Municipal Water District and provides fully treated water pumped from two wells in the Bunker Hill Basin.

Rialto will sell the water delivered to Colton pursuant to Paragraph 2.(c) at cost. Such cost shall be calculated based on the amount Rialto would have to pay to utilize the Baseline Feeder for itself and any related lifting or replenishment cost for treating water to facilitate water delivery to Colton. As of 2020, the cost to Rialto for using water from the Baseline Feeder is

approximately \$155 per acre-foot, including both cost per acre-foot of water and replenishment costs. This cost may change in the future. In lieu of paying this cost, Colton has the option of transferring its water rights in the Bunker Hill Basin in amount equal to the amount of water delivered to Colton pursuant to this Paragraph 2.(c) and paying any additional lifting costs necessary to pump and deliver Colton's water from the Bunker Hill Basin to Colton's municipal water system.

If the "Baseline Feeder" connection is insufficient to satisfy Colton's water needs, Rialto shall provide notice to Colton and proceed to deliver water to Colton pursuant to Paragraph 2.(d).

- (d) **Encanto Connection.** Rialto has a connection at Encanto through the City of San Bernardino's water system. If the sources identified in Paragraphs 2.(a) through (c) above are insufficient to satisfy Colton's minimum water needs, Rialto will continue to deliver water to Colton, as necessary to meet Colton's minimum water needs, via the Randall Connector, and supplement water supply in the Rialto municipal water supply system by utilizing the Encanto connection. Rialto shall deliver such water to Colton at cost, currently estimated to be \$227 per acre-foot. This cost may change in the future.
- (e) If the sources identified above are insufficient to satisfy Colton minimum water needs, Rialto, Colton, the County, and Emhart shall meet and confer in good faith to assure Colton's water supply. If Rialto supplies the water, it shall do so at cost.
- (f) Upon notice from Rialto that the disruption or interruption of the Combined Remedies has been resolved, normal operation pursuant to the operative Water Management Plan shall resume, provided that the Water Management Plan shall be updated to reflect the amount of Colton Water Rights already exercised pursuant to Paragraphs 2.(a) and (b) above.

3. **Colton's Determination of Water Needs.** In determining the amount of water Rialto is to supply to Colton for purposes of backup water pursuant to Paragraph 2. above, Colton shall, within its reasonable discretion, determine whether it can reduce the water needed from Rialto by management of Colton's municipal water supply system. Nothing in this amendment modifies Paragraph V.B.1.b. of the 4-Party IA.

4. **Notice.** Due to urgency concerns related to public health and safety risks caused by an interruption or disruption to water delivery, except as specifically provided otherwise, the notice described in Paragraph 2. above can be provided in writing, verbally, or via electronic mail, phone call, voicemail or any other reasonable means of communication.

5. **Dispute Resolution.** Any dispute regarding this amendment that is not resolved by the good faith negotiation set forth in Paragraph 2.(e) above shall be resolved pursuant to Paragraph XII of the 4-Party IA.

FOR EMHART INDUSTRIES, INC.:

By: \_\_\_\_\_  
Emhart Industries, Inc.

Date: \_\_\_\_\_

FOR THE CITY OF RIALTO:

By: \_\_\_\_\_  
City of Rialto

Date: \_\_\_\_\_

FOR THE CITY OF COLTON:

By: \_\_\_\_\_  
City of Colton

Date: \_\_\_\_\_

FOR THE COUNTY OF SAN BERNARDINO:

By: \_\_\_\_\_  
County of San Bernardino

Date: \_\_\_\_\_

2015 San Bernardino Valley RUWMP

## Appendix H

**AGREEMENT BETWEEN  
ORANGE COUNTY WATER DISTRICT AND  
CITY OF RIVERSIDE CONCERNING WATER RIGHTS**

THIS AGREEMENT, dated as of July 24, 2006 is by and between ORANGE COUNTY WATER DISTRICT ("OCWD") and CITY OF RIVERSIDE ("CITY") (collectively, the "Parties").

**EXPLANATORY RECITALS**

- A. In 1969, the Orange County Superior Court entered a stipulated judgment in *Orange County Water District v. City of Chino, et al.*, Orange County Superior Court No. 117628 (the "1969 Judgment") declaring rights in the Santa Ana River Watershed as between the water users located in the area shown on Exhibit A to the 1969 Judgment which lies upstream from Prado Dam (the "Upper Area") and the water users located in the area shown on Exhibit A to the 1969 Judgment which lies downstream from Prado Dam (the "Lower Area")(the areas shown on Exhibit A to the 1969 Judgment constitute the "Watershed"). OCWD and the City were parties in that case and to certain stipulations that led to the 1969 Judgment.
- B. Pursuant to the 1969 Judgment and the stipulations leading to it, "water users and other entities in Lower Area have rights, as against all Upper Area claimants, to receive an average annual supply of 42,000 acre feet of Base Flow at Prado, together with the right to all Storm Flow reaching Prado Reservoir. Water users and other entities in Upper Area have rights in the aggregate, as against all Lower Area claimants, to divert, pump, extract, conserve, store and use all surface and ground water supplies originating within Upper Area without interference or restraint by Lower Area claimants, so long as Lower Area receives the water to which it is entitled under this Judgment and there is compliance with all of its provisions."
- C. In addition, pursuant to the 1969 Judgment and the stipulations leading to it, "OCWD and the Lower Area Users are enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses . . . . The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement."
- D. Further, pursuant to the 1969 Judgment and the stipulations leading to it, "[i]nsofar as Lower Area claimants are concerned, Upper Area water users and other entities may engage in unlimited water conservation activities, including spreading, impounding and other methods, in the area above Prado Reservoir, so long as Lower Area receives the water to which it is entitled under the Judgment and there is compliance with all of its provisions. Lower Area water users and other entities may make full conservation use of Prado Dam and reservoir, subject only to flood control use."

- E. Further pursuant to the Stipulation for Judgment filed concurrently with the 1969 Judgment, "Water quality requirements, objectives and policy are a function of the Santa Ana River Basin Regional Water Quality Control Board and such other governmental agencies now in existence or as may be hereafter created or vested with such regulatory power. The provisions in the Judgment relating to quality are not to be construed or deemed to affect, or in any way detract from the right of any party hereto to urge such Board or other appropriate agency to take action designed to change or enforce water quality requirements, objectives and policy."

"Any of the undersigned defendants who participate directly in the management or control of sewage or other water treatment facilities agree that any water or effluent deposited by them into the Santa Ana River or its stream bed will not be of a lesser quality than will meet the present requirements of Santa Ana River Basin Regional Water Quality Control Board."

- F. On September 3, 1999, OCWD petitioned the State Water Resources Control Board ("SWRCB") to modify the Declaration of Fully Appropriated Stream Status to allow the SWRCB to accept a water right application, later numbered Application 31174, that had been submitted previously by OCWD to the SWRCB (the "OCWD Application"). After evidentiary hearings on September 21, 2000, the SWRCB issued Order WR 2000-12, *In the Matter of the Petitions to Revise Declaration of Fully Appropriated Streams to Allow Processing of Specified Applications to Appropriate Water From the Santa Ana River*. That Order amended the Declaration of Fully Appropriated Streams, as adopted by SWRCB Order WR 98-08, to allow for processing of the OCWD Application and other applications. On January 11, 2002, the SWRCB thereupon publicly noticed the OCWD Application. The City protested the OCWD Application, alleging *inter alia* that in the application OCWD sought water rights in contravention of the 1969 Judgment. On August 9, 2002, the SWRCB accepted the City's protest and on October 18, 2002 OCWD responded to the City's protest. OCWD contends and the City disputes that the OCWD Application is consistent with the rights and obligations declared under the 1969 Judgment.
- G. In furtherance of the OCWD Application, OCWD drafted an Environmental Impact Report ("OCWD's EIR"), which was circulated for public comment. In response to comments it received, OCWD revised its EIR and on March 30, 2006 recirculated the revised EIR for public comment.
- H. The City is currently preparing a Programmatic EIR for its Recycled Water Master Plan ("PEIR"). This Recycled Water Master Plan is described in the City's PEIR. As part of its Recycled Water Master Plan, the City anticipates using treated effluent that is currently discharged into the Santa Ana River in excess of the City's obligation to discharge 15,250 afy into the River. The City represents that the PEIR and the Recycled Water Master Plan recognize and are consistent with the City's obligation to continue discharging 15,250 afy into the River and its other obligations under the 1969 Judgment.



- I. The Parties have discussed their claims of right to divert, extract, use, conserve, store, or sell waters, including reclaimed waters. The Parties intend by this Agreement to resolve the City's protest to the OCWD Application.
- J. The Parties agree that conjunctive use of water and utilization of reclaimed water to the maximum extent feasible within the SAR Watershed are important measures to maximize beneficial use of the water resources of the People of California.

## AGREEMENTS

**NOW THEREFORE** the Parties agree as follows:

### **1. AFFIRMATION OF THE 1969 JUDGMENT**

The Parties each acknowledge and affirm their respective rights and obligations, and those of the other Party, as set forth in the 1969 Judgment. Nothing in this Agreement is intended to diminish or abridge those rights and obligations.

OCWD also represents that nothing in the OCWD Application is intended to diminish rights of the Upper Area parties as they are set forth in the 1969 Judgment and OCWD agrees that it will not seek to compel City to continue to release flows in excess of those required under the 1969 Judgment. OCWD agrees that it will comply with all applicable provisions of the 1969 Judgment.

The Parties will ask the SWRCB to incorporate the entire 1969 Judgment into any permit/license to divert water resulting from its application.

The City represents that nothing in its Recycled Water Master Plan is intended to diminish rights of the Lower Area entities as they are set forth in the 1969 Judgment. The City agrees that it will comply with all applicable provisions of the 1969 Judgment.

### **2. DISMISSAL OF CITY'S PROTEST**

Within 21 days after the effective date of this Agreement, the City will notify the SWRCB that the City withdraws its protest to the OCWD Application, subject to the request that the SWRCB's final order on the OCWD Application and any permit or license issued pursuant thereto incorporate the 1969 Judgment and this Agreement.

### **3. PEIR**

Without waiving OCWD's rights to protect water quality of the water reaching Prado Dam, as long as the City is in material compliance with this agreement, OCWD will not bring, or join in, or assist in any protest before the SWRCB related to the City's Application No. 31372 to Appropriate Water from the Santa Ana River and/or any Change Petition(s) related to the subject of that Application (i.e., the City's appropriation of its treated effluent) nor will OCWD bring, or join in, or assist in any court or administrative action to challenge the City's PEIR, subject to the express condition that the City will not contend in any forum, now or in the future, that OCWD's

forbearance on the PEIR operates to bar, preclude or otherwise undermine OCWD's position that native water shall not be exported from the Watershed. Nothing herein prevents OCWD from challenging future environmental documentation or future projects. The parties will timely meet and confer in good faith with respect to any such challenges.

**4. OCWD'S EIR**

As long as OCWD is in material compliance with this Agreement, City will not bring or join in or assist in any court or administrative action to challenge OCWD's recirculated EIR, and the City will not make any other comments on OCWD's EIRs, draft or final, for projects covered by OCWD's Application.

**5. NO CHALLENGE TO CITY'S CONSERVATION EFFORTS**

Without waiving OCWD's rights to protect water quality of the water reaching Prado Dam, OCWD will not object to or bring, join in, or assist in any court or administrative action to challenge the City on projects to conserve and use recycled water within the Watershed, as long as such projects are consistent with the 1969 Judgment.

**6. SPECIFIC ENFORCEMENT**

The Parties agree that violation of the provisions of this Agreement cannot be adequately compensable in damages, and that the Parties lack an adequate remedy at law, and therefore agree that in any action to enforce this Agreement, this Agreement may be specifically enforced by any court of competent jurisdiction and any violation or threatened violation thereof may be enjoined.

The undersigned covenant and represent that they are duly and properly authorized to execute this Agreement and thereby bind the Party for whom they sign.

ORANGE COUNTY WATER DISTRICT

CITY OF RIVERSIDE

By: *Philip L. Anthony*  
Philip L. Anthony, President  
Date: 6-7-06

By: *Michael Beck*  
Michael Beck, Assistant City Manager  
Date: July 24, 2006

By: *Virginia Grebbien*  
Virginia Grebbien, General Manager  
Date: 6-13-06

Attest  
By: *C. J. [Signature]*  
City Clerk  
Date: July 24, 2006

APPROVED AS TO FORM  
By: *[Signature]*  
General Counsel for  
Orange County Water District

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
*Susan Wilson*  
Deputy City Attorney

RECORDED PLEASE RETURN TO:

San Bernardino Valley  
Water Conservation District  
303 Brookside Avenue  
Redlands, CA 92373

1

NO FEE  
A

RECORDED IN OFFICIAL RECORDS

SEP 9 1976 AT 8 A.M.

V. DENNIS WARDLE  
CLERK-RECORDER  
SAN BERNARDINO COUNTY, CALIF.

SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

## TABLE OF CONTENTS

1.	RECITALS . . . . .	1
2.	DEFINITIONS . . . . .	2
	a. Entity . . . . .	2
	b. Eligible Entity . . . . .	2
	c. Party . . . . .	2
	d. Management Committee . . . . .	2
	e. Project Manager . . . . .	2
	f. Import Water . . . . .	2
	g. Local Water . . . . .	2
	h. Entitlement Water . . . . .	2
	i. Exchange Water . . . . .	2
	j. Simultaneous Exchange . . . . .	2
	k. Deferred Exchange . . . . .	3
	l. Deferred Exchange Water Credit . . . . .	3
	m. Supplemental Water . . . . .	3
	n. Cooperative Water Project Facilities . . . . .	3
	o. Associated Water Facilities . . . . .	3
	p. Cooperative Water Project . . . . .	3
	q. Historical Conditions . . . . .	3
	r. Edison Company . . . . .	3
	s. Year . . . . .	3
	t. State Contract . . . . .	3
3.	ELIGIBLE ENTITIES . . . . .	3
	a. Bear Valley Mutual Water Company . . . . .	3
	b. City of Redlands . . . . .	3
	c. Crafton Water Company . . . . .	4
	d. East San Bernardino County Water District . . . . .	4
	e. Lugonia Water Company . . . . .	4
	f. North Fork Water Company . . . . .	4
	g. Redlands Water Company . . . . .	4
	h. San Bernardino Valley Municipal Water District . . . . .	4
	i. San Bernardino Valley Water Conservation District . . . . .	4
	j. Yucaipa Valley County Water District . . . . .	4
4.	CONSTRUCTION OF COOPERATIVE WATER PROJECT FACILITIES . . . . .	4
5.	DELIVERY PROVISIONS . . . . .	5
	a. General . . . . .	5
	b. Import Water . . . . .	6
	c. Exchange Water and Supplemental Water . . . . .	6
	d. Use of Cooperative Water Project Facilities to Convey Entitlement Water . . . . .	6
	e. Local Water . . . . .	7
	f. Deferred Exchange Water . . . . .	7
	g. Priorities . . . . .	7
	h. Instructions . . . . .	8

6.	MANAGEMENT . . . . .	8
	a. Management Committee . . . . .	8
	b. Project Manager . . . . .	9
	c. Administrative Expenses . . . . .	9
7.	OWNERSHIP AND OPERATION OF FACILITIES . . . . .	9
8.	WATER QUALITY . . . . .	10
9.	RECORDS . . . . .	10
10.	EDISON COMPANY AGREEMENTS . . . . .	11
11.	SHORTAGE OF SUPPLY OR TEMPORARY REDUCTION OR CESSATION OF DELIVERIES . . . . .	11
	a. Scheduled Shutdowns . . . . .	11
	b. Interruption of Service . . . . .	11
	c. Temporary Discontinuance . . . . .	11
	d. Continuity of Service . . . . .	12
12.	BREACH . . . . .	12
	a. Right to Revert to Historical Conditions . . . . .	12
	b. Preliminary Determination of Serious Breach . . . . .	12
	c. Rights to Judicial Relief Unaffected by Preliminary Determination . . . . .	12
13.	WITHDRAWAL FROM THE COOPERATIVE WATER PROJECT AGREEMENT . . . . .	12
14.	PROVISIONS WITH RESPECT TO PRESERVATION, TRANSFER, CONDEMNATION, AND DEFENSE OF WATER RIGHTS . . . . .	13
	a. Non-Use of Water . . . . .	13
	b. Transfer . . . . .	13
	c. Rights . . . . .	13
	d. Condemnation . . . . .	13
	e. Defense . . . . .	13
	f. Covenant and Lien . . . . .	14
	g. Successors and Assigns . . . . .	14
	h. . . . .	14
15.	USE OF COOPERATIVE WATER PROJECT FACILITIES FOR DELIVERY OF WATER BY VALLEY DISTRICT . . . . .	14
	a. Use of Facilities . . . . .	14
	b. San Geronio Pass Water Agency . . . . .	14
16.	WATER CHARGES AND PAYMENT PROVISIONS . . . . .	15
	a. Charge for Supplemental Water . . . . .	15
	b. Simultaneous Exchange Water Charge . . . . .	16

c. Deferred Exchange Water Charge . . . . . 16

d. Charges for Conveyance of Entitlement Water through  
Cooperative Water Project Facilities . . . . . 16

e. Provisions of Payment . . . . . 17

17. ADDITIONAL PARTIES . . . . . 17

18. AMENDMENTS . . . . . 17

19. OPINIONS AND DETERMINATIONS . . . . . 17

20. NOTICE . . . . . 17

21. APPROVALS REQUIRED, EFFECTIVE DATE,  
AND MECHANICS OF EXECUTION . . . . . 18

EXHIBIT A ENTITLEMENTS TO WATER

EXHIBIT B ENTITLEMENT WATER MAXIMUM INSTANTANEOUS RATES  
OF FLOW AND DELIVERY POINTS

EXHIBIT C DETERMINATION AND MEASUREMENT OF EXCHANGEABLE  
WATER

EXHIBIT D FACILITIES TO BE CONSTRUCTED AS THE FIRST INCREMENT  
OF THE COOPERATIVE WATER PROJECT

PLATE 1 CONCEPTUAL PLAN OF COOPERATIVE WATER PROJECT  
FACILITIES AND ASSOCIATED WATER FACILITIES

PLATE 2 PLAT SHOWING EXISTING WATER DIVERSION FACILITIES  
NEAR MOUTH OF SANTA ANA CANYON

PLATE 3 PLAT SHOWING EXISTING WATER DIVERSION FACILITIES  
NEAR MOUTH OF MILL CREEK CANYON

**SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT**

This Agreement is concluded by and between the Parties hereto to provide for the efficient and economical use of Local and Import Water supplies and shall be known as "The Cooperative Water Project Agreement," hereinafter sometimes referred to as "Agreement."

**1. RECITALS**

The Eligible Entities (as hereinafter defined), other than the San Bernardino Valley Municipal Water District, have water rights, including in certain cases water rights on the Santa Ana River and on Mill Creek, and have, in many cases for over seventy years, exercised those water rights for the purpose of supplying water to the water users of their respective Entities. Such Entities also have existing facilities which they have used for the development, diversion, and transmission of water from their respective sources of supply.

The San Bernardino Valley Water Conservation District has been engaged for many years in conserving and spreading water from the Santa Ana River and Mill Creek for the purpose of groundwater replenishment pursuant to rights which it holds for such purpose.

The San Bernardino Valley Municipal Water District has a contract with the State of California Department of Water Resources pursuant to the State Water Project under which it is importing a water supply into the San Bernardino Valley. Said District is presently engaged in the construction of local distribution facilities to make Import Water available for direct delivery, including groundwater recharge.

Pursuant to engineering studies which indicate that all of the Eligible Entities, as defined herein, will benefit from a cooperative water supply plan, it is the desire of the Parties to provide for the Parties' beneficial use of existing Local Water and of the available Import Water supply on an integrated basis utilizing various exchanges and transfers in order to provide the most economical, efficient, and dependable supply possible at a minimum of expense to water users and the taxpayers and to conserve energy. The studies indicate that the plan is of mutual benefit to all of the Eligible Entities and that

there will be no adverse effects or penalties to any of them or to other Entities not signatory to this Agreement.

## 2. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. Entity: An individual, partnership, corporation (including a mutual water company), or public agency.

b. Eligible Entity: Any Entity eligible to become a Party hereto as set forth in Section 3, below.

c. Party: Any Eligible Entity signatory to this Agreement in accordance with its terms and conditions.

d. Management Committee: The committee comprised of one representative from each Party to this Agreement.

e. Project Manager: The San Bernardino Valley Water Conservation District or any other public agency appointed by the Management Committee and approved by the San Bernardino Valley Municipal Water District, acting under the supervision of the Management Committee.

f. Import Water: Water imported by and belonging to San Bernardino Valley Municipal Water District pursuant to its contract with the State of California Department of Water Resources from the State Water Project.

g. Local Water: All water supplies, except Import Water, available to an Entity.

h. Entitlement Water: Local Water to which a Party has an entitlement as described in Exhibit A, which water rights are not necessarily any Party's total claim to water rights in the respective source listed. This definition is solely for purposes of this Agreement and not for the purpose of defining or establishing water rights with respect to any Party.

i. Exchange Water: Local Water or Import Water delivered to a Party in exchange for Entitlement Water. The quantity of Exchange Water delivered to a Party plus Deferred Exchange Water Credits earned by a Party shall be equal to the quantity of that Party's Entitlement Water delivered to and used by the Management Committee.

j. Simultaneous Exchange: Delivery of Exchange Water substantially at the same time the Party's Entitlement Water is being delivered to others. Unless otherwise provided in the rules adopted by the Management Committee, delivery of Simultaneous Exchange Water shall be at the same rate of flow and completed within 24 hours of the delivery of Entitlement Water.



k. **Deferred Exchange:** Delivery of Entitlement Water to others for a future delivery of Exchange Water. Deferred Exchange shall be made only as provided in Section 5f below.

l. **Deferred Exchange Water Credit:** A water credit for the quantity of Entitlement Water delivered to others in a Deferred Exchange.

m. **Supplemental Water:** Any water requested by and delivered to a Party other than said Party's Entitlement Water or Exchange Water.

n. **Cooperative Water Project Facilities:** Certain facilities constructed or to be constructed and owned and maintained by San Bernardino Valley Municipal Water District which shall be operated by the San Bernardino Valley Municipal Water District in accordance with the Project Manager's instructions to effectuate this Agreement, subject to the provisions of Section 15. These facilities are shown conceptually on Plate I herein.

o. **Associated Water Facilities:** Water facilities at or near the mouth of Santa Ana Canyon and Mill Creek owned by various Parties to this Agreement which shall be operated by the owners thereof in accordance with the Project Manager's instructions to effectuate this Agreement, as shown generally on Plates 2 and 3 herein.

p. **Cooperative Water Project:** Those facilities and the operational plan defined herein that permit the substitution of Exchange Water for Entitlement Water.

q. **Historical Conditions:** Methods and facilities used to take Entitlement Water into the respective distribution systems of the Parties prior to construction of the Cooperative Water Project Facilities.

r. **Edison Company:** The Southern California Edison Company, a corporation organized under the laws of the State of California.

s. **Year:** A calendar year unless specified otherwise.

t. **State Contract:** Contract between the State of California Department of Water Resources and the San Bernardino Valley Municipal Water District for a Water Supply, dated December 30, 1960, and all amendments thereto, heretofore or hereafter concluded.

### 3. ELIGIBLE ENTITIES

The following Entities shall be eligible to become Parties to this Agreement:

a. **Bear Valley Mutual Water Company,** a mutual water company, hereinafter referred to as "Bear Valley."

b. **City of Redlands,** a municipal corporation, hereinafter referred to as "Redlands."

c. Crafton Water Company, a mutual water company, hereinafter referred to as "Crafton."

d. East San Bernardino County Water District, a county water district organized and existing under the County Water District Law, Water Code Sections 30000, et seq, hereinafter referred to as "East San Bernardino." EVWD

e. Lugonia Water Company, a mutual water company, hereinafter referred to as "Lugonia."

f. North Fork Water Company, a mutual water company, hereinafter referred to as "North Fork."

g. Redlands Water Company, a mutual water company, hereinafter referred to as "Redlands Water."

h. San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, Water Code Sections 71000, et seq, hereinafter referred to as "Valley District."

i. San Bernardino Valley Water Conservation District, a water conservation district organized and existing under the Water Conservation District Law of 1931, Water Code Sections 74000, et seq, hereinafter referred to as "Conservation District."

j. Yucaipa Valley County Water District, a county water district organized and existing under the County Water District Law, Water Code Sections 30000, et seq, hereinafter referred to as "Yucaipa District."

#### 4. CONSTRUCTION OF COOPERATIVE WATER PROJECT FACILITIES

Subject to availability of funds, to budgetary, supply, and construction restraints, and to obtaining necessary approvals, permits, and agreements, Valley District shall design and construct the Cooperative Water Project Facilities so as to provide for delivery of water at the maximum flow rates and at the delivery points hereinafter specified. Each of the Parties shall have reasonable opportunity to inspect and study the Valley District's plans and specifications for all Cooperative Water Project Facilities during the planning stage and prior to the solicitation of bids for the construction thereof and may make comments and recommendations thereon to Valley District. Valley District shall make all reasonable efforts to commence construction of the first increment of the Cooperative Water Project Facilities, which consist of the facilities listed in Exhibit D, on or before

April 1, 1977, and bring the first increment to completion with reasonable diligence thereafter. Construction of additional increments will be scheduled by Valley District on a basis of need to meet water demands as determined by Valley District in consultation with the Management Committee. The obligations of Valley District hereunder shall be subject to the following specific conditions:

a. Facilities shown on Exhibit D which are required exclusively or primarily to deliver water to an Eligible Entity which does not become a Party to this Agreement by the effective date of this Agreement need not be built as a part of the first increment of the Cooperative Water Project Facilities nor at any subsequent time until the Eligible Entity shall become a Party.

b. The construction of facilities which would be physically, legally, or economically usable only in the event of the conclusion of the agreement with Edison Company provided for in Section 10 hereof shall be contingent upon the satisfactory conclusion of such an agreement.

c. The construction of facilities which are subject to a requirement of obtaining an approval or permit either for the construction of or for the use of such facilities shall be contingent upon obtaining such approval or permit in form satisfactory to Valley District. Valley District shall attempt to obtain all necessary approvals and permits with reasonable diligence.

d. Valley District with the advice of the Management Committee will schedule the construction of the facilities listed in Exhibit D to keep expenditures within the funds available to Valley District for construction of said facilities.

## 5. DELIVERY PROVISIONS

### a. General

Subject to the delivery of Exchange Water by the Management Committee to replace any Entitlement Water delivered pursuant hereto, each of the Parties having Entitlement Water hereby makes available to the Management Committee said Party's supply of Entitlement Water for delivery and use pursuant to the terms of this Agreement.

East San Bernardino hereby makes available to the Management Committee, for exchange, water it is entitled to receive from North Fork by virtue of its ownership of North Fork stock. However, at such time as North Fork becomes a Party to this Agreement, East San Bernardino shall no longer be required to make the water from its stock ownership in North Fork available for exchange.

The Management Committee may cause delivery of water to be made to any Party entitled to and/or requesting said delivery from any source available to the Management Committee. In exercising its discretion hereunder, the Management Committee shall act on the basis of securing the maximum efficiency and economy in the use of the Local and Import Water supplies available to it.

All water deliveries shall be subject to:

- (1) Rules and regulations adopted by the Management Committee.
- (2) Scheduling requirements of the Management Committee.
- (3) Payment of any charge imposed therefor.
- (4) Limitations of available water supplies and capacity in the delivery facilities (including Valley District's Foothill Pipeline).

b. Import Water

Valley District hereby makes Import Water available to the Management Committee as scheduled for delivery and use as Exchange Water and Supplemental Water, subject to the availability of Import Water from the State Water Project, the equal rights of others within the boundaries of Valley District to receive Import Water, requirements for water service other than pursuant hereto, all of the requirements imposed by Valley District's contract with the State of California Department of Water Resources, and all applicable laws and regulations of water service.

c. Exchange Water and Supplemental Water

The Management Committee shall cause to be delivered to each of the Parties Exchange Water to replace any Entitlement Water made available by such Party and used by the Management Committee by Simultaneous Exchange, unless otherwise scheduled by the Party concerned and approved by the Management Committee. Exchange Water shall be delivered to each of the Parties at the points and up to the maximum instantaneous rates of flow specified in Exhibit B.

In addition to such deliveries, the Management Committee shall schedule Supplemental Water deliveries to any Party requesting the same.

d. Use of Cooperative Water Project Facilities to Convey Entitlement Water

A Party may request from the Management Committee delivery of any portion of its Entitlement Water through the Cooperative Water Project Facilities subject to availability of capacity in said facilities and to scheduling limitations.

Nothing in this Agreement shall be construed as authorizing the transport of Entitlement Water outside the boundaries of Valley District without prior approval of the Management Committee; however, in the case of a Party whose own boundaries extend beyond the boundaries of Valley District, that Party may transport Entitlement Water anywhere within its own boundaries.

e. Local Water

The Management Committee shall cause to be delivered to Valley District upon request Local Water if made available by a Party or Parties at flow rates, times, and at the delivery points specified by Valley District to the extent possible, using Cooperative Water Project Facilities, subject to Valley District delivering to the Management Committee an equal quantity of Import Water at the flow rates, times, and to delivery points as required to permit the Management Committee to make said delivery of Local Water to Valley District.

f. Deferred Exchange Water

All Parties with Deferred Exchange Water Credits shall be entitled to receive Deferred Exchange Water for such credits upon request. A Party's Deferred Exchange Water Credits shall be utilized by said Party within a two-year period subsequent to the accumulation of Deferred Exchange Water Credits, unless approved otherwise by the Management Committee.

g. Priorities

After provision for deliveries is made to Valley District and the San Geronio Pass Water Agency pursuant to Section 15 of this Agreement, then in case of scheduling, water availability, or facility constraints in any portion of the Cooperative Water Project Facilities, water deliveries in such portion shall be scheduled by the Management Committee on the following basis:

- (1) First priority shall be given to Simultaneous Exchange Water.
- (2) Second priority shall be given to Deferred Exchange Water.
- (3) Third priority shall be given to Supplemental Water.
- (4) Fourth priority shall be given to Entitlement Water delivered through Cooperative Water Project Facilities.
- (5) Fifth priority shall be any use of the Cooperative Water Project Facilities by parties other than Eligible Entities.

h. Instructions

The Project Manager shall issue all instructions as directed by the Management Committee necessary to deliver water under the terms of this Agreement to the Parties using the Cooperative Water Project Facilities and the Associated Water Facilities.

**6. MANAGEMENT**

a. Management Committee

A Management Committee comprised of one person representing each of the Parties is hereby established.

(1) Duties: The Management Committee shall be responsible for:

- (a) Setting operating rules, regulations, and policies not covered herein;
- (b) Approving or disapproving requests for scheduling deliveries of water;
- (c) Supervising the work of the Project Manager;
- (d) Assisting in resolving disputes between Parties; and,
- (e) Advising Valley District on pertinent design, construction, operations, and pricing policies.

(2) Appointments and Terms: Each of the members of the Management Committee shall be appointed by the Party he represents and shall serve at the pleasure of the appointing Party for a period of four (4) years and/or until appointment of a replacement. Notice of appointments shall be filed with the Project Manager. Members shall receive no compensation for their services; provided that in each case the appointing Party may provide such compensation as it deems appropriate.

(3) Quorum and Vote Required for Action: A majority of the members of the Management Committee not in default of this Agreement shall constitute a quorum for the transaction of business, and the vote of a majority of all of the members of the Committee shall be required to take any action.

(4) Officers: At its first meeting in each Year, the Management Committee shall select a chairman and such other officers as it may require. The Management Committee shall select a secretary who may be, but need not be, a member of the Management Committee. Said secretary shall keep an accurate record of all of its proceedings.

(5) Meetings and Notices: The Management Committee shall hold regular meetings at places and times to be specified in the rules to be adopted by the Management Committee. Notice of the scheduled or regular meetings and of any changes in time or place thereof shall be mailed to all persons who shall have filed a request therefor in writing with the Management Committee.

(a) Special meetings may be called at any time by the chairman or by any three (3) members of the Management Committee and shall be noticed as required by Government Code Section 54956.

(b) All meetings of the Management Committee shall be held in conformance with the requirements of Government Code Sections 54950, et. seq.

(6) Incurring of Expenses: Except as herein specifically provided, the Management Committee shall not be authorized to incur any expense on behalf of any or all of the Parties without the written consent of such Party or Parties.

b. Project Manager

Subject to the supervision of the Management Committee, the administration and management of the Cooperative Water Project Facilities shall be the responsibility of the Project Manager, which shall act as the executive arm of the Management Committee with the duty and responsibility to implement Management Committee rules, regulations, and policies and to direct the rate, time, place, and source of all water deliveries from the Cooperative Water Project Facilities and the Associated Water Facilities in accordance with the Management Committee's instructions.

c. Administrative Expenses

Expenses of the Project Manager and expenses of the Management Committee, except compensation for the services of the Management Committee members, shall be paid by Valley District. Valley District's payments for these expenses shall not exceed the budgeted amount set forth in an annual agreement between Valley District, the Project Manager, and the Management Committee without the consent of Valley District. Said agreement shall include terms and conditions of payment and rates of compensation for all services to be provided under said agreement.

## 7. OWNERSHIP AND OPERATION OF FACILITIES

Each of the Parties hereto shall retain the ownership of its own facilities together with full responsibility for their operation, maintenance, and replacement. The Associated

Water Facilities shall be operated in accordance with the Management Committee's instructions. The Cooperative Water Project Facilities shall be operated in accordance with the Project Manager's instructions to effectuate this Agreement, subject to the provisions of Section 15.

## 8. WATER QUALITY

All water delivered pursuant to this Agreement will be untreated and shall be of a quality suitable for its intended use, it being understood that suitability is to be determined by a rational method which includes consideration of the quality of the local water used prior to the adoption and implementation of this Agreement. This Agreement is adopted with the understanding that the present quality of Local, Exchange, Entitlement, Supplemental, and Import Water appears to be suitable for the intended uses. Each of the Parties agrees to operate its facilities so that the quality of the water is not impaired or degraded during diversion, transportation, or delivery.

If any Party is in violation of any water quality standards imposed on said Party by any governmental agency or unit because the quality of Exchange Water being delivered to said Party is lower than the quality of said Party's Entitlement Water, then said Party shall be entitled to revert to its Historical Conditions until the Exchange Water quality allows reasonable compliance with such standards.

## 9. RECORDS

Each Party hereto shall maintain such records and shall file such reports as may be reasonably required by the Management Committee and as may be required by law to protect any water rights affected hereby. In the event any of the Parties shall fail to maintain such records, the Management Committee may direct the Project Manager to estimate and maintain such records for such Party, and such Party shall be charged with the cost thereof.

The Project Manager shall be responsible for maintaining records on all water delivered pursuant to this Agreement.

The Management Committee shall have the right to measure flows of water as needed to satisfy the provisions of this Agreement; necessary access for said measurements will be provided without charge to the Management Committee by the Parties to this Agreement.



## 10. EDISON COMPANY AGREEMENTS

There are existing agreements between certain Parties to this Agreement and the Edison Company, including, but not limited to, a Grant Deed from Edison Company to Crafton dated February 27, 1929, and a Grant Deed from Crafton to Edison Company dated December 18, 1931. Valley District shall undertake with reasonable diligence to make the new arrangements and agreements with the Edison Company, Crafton and Bear Valley necessitated by the Cooperative Water Project Agreement and to use its best efforts therefor, provided that any such agreement which may in any way alter, modify, change, or affect the rights of any Party hereto under any existing agreements shall not be effective without the consent of such Party.

## 11. SHORTAGE OF SUPPLY OR TEMPORARY REDUCTION OR CESSATION OF DELIVERIES

### a. Scheduled Shutdowns

Each of the Parties shall notify the Project Manager of a scheduled shutdown of any facility that would cause interruption of the Cooperative Water Project.

### b. Interruption of Service

In the event of interruption of service in any portion of either the Cooperative Water Project Facilities or the Associated Water Facilities, the Project Manager may, to the extent possible, continue limited operations, and Parties whose delivery of Exchange Water has been interrupted will accrue Deferred Exchange Water Credit for such Exchange Water not delivered during the interruption of service, and such Deferred Exchange Water Credit shall not be subject to the two-year limitation stated in Section 5f but shall maintain its validity until used.

### c. Temporary Discontinuance

If the Project Manager is unable to deliver quantities and qualities of water as provided for in this Agreement, it will immediately notify all the affected Parties that the Exchange Program is going to be temporarily discontinued until delivery schedules can be met or until the cause of the interruption is remedied.

After receiving notice of the temporary discontinuance of the Cooperative Water Project, each Party may revert to its Historical Condition.

When the Project Manager is again able to deliver the quantities and qualities of water as scheduled, it shall immediately notify the Parties and resume deliveries.

d. Continuity of Service

When it is necessary to interrupt service, the Project Manager and the Parties shall cooperate to minimize the down time and to restore service to all Parties as soon as possible.

## 12. BREACH

a. Right to Revert to Historical Conditions

In addition to any other remedies provided by law, in the event the terms and conditions of this Agreement are not complied with and there are no reasonable alternatives, any Party adversely affected by such breach and which is not itself in default may withhold delivery of its Entitlement Water and revert to its Historical Conditions until such breach is remedied.

b. Preliminary Determination of Serious Breach

A preliminary determination that such a breach has occurred may be made (1) by the Party concerned, with the concurrence of the Project Manager, or (2) without the concurrence of the Project Manager, in the manner hereinafter specified. In the event a Party claims such a breach has occurred and the Project Manager disagrees, the Party claiming breach has occurred shall poll other members of the Management Committee and, if any other two (2) members agree that such a breach has occurred, those members shall so certify to the Project Manager a breach has occurred. Immediately upon any preliminary determination that such breach has occurred, the Project Manager shall cause the Party claiming the breach to receive its Entitlement Water under Historical Conditions.

c. Rights to Judicial Relief Unaffected by Preliminary Determination

Nothing herein shall prevent any Party from seeking judicial relief either before or after any preliminary determination, and no preliminary determination shall be binding upon or affect the rights of any Party in connection with such a judicial proceeding.

## 13. WITHDRAWAL FROM THE COOPERATIVE WATER PROJECT AGREEMENT

No Party shall be entitled to withdraw from this Agreement without the written consent of all other Parties.

#### 14. PROVISIONS WITH RESPECT TO PRESERVATION, TRANSFER, CONDEMNATION, AND DEFENSE OF WATER RIGHTS

With respect to the water rights to produce and use the Entitlement Water set forth in Exhibit A, it is agreed between the Parties hereto that the following shall apply:

a. Non-Use of Water

No Party hereto will lose any such water right by non-use, by use by another Party, by exchange, or by prescription.

b. Transfer

Each Party hereto may sell, mortgage, transfer, or otherwise alienate any such rights, provided that in the event of any such sale, transfer, foreclosure, or alienation of such rights, the transferee shall take such rights subject to the terms and conditions of this Agreement and shall be bound thereby. Prior to the consummation of any such sale, transfer, foreclosure, or alienation, the prospective transferee shall execute an instrument expressly assuming all of the obligations of the transferor under this Agreement with respect to such rights and deliver said instrument to the Management Committee. Until such instrument is so executed and delivered, such transaction shall be void.

c. Rights

The execution of this Agreement by the Parties hereto shall not be construed as constituting any alteration in the respective priorities or terms of any of the rights held by any of the Parties or any admission with respect to any of the rights or claims set forth herein. Between the Parties hereto the Management Committee shall consider that each Party has the rights claimed until otherwise instructed by the Party claiming such right or by the determination of the court with jurisdiction so to do.

d. Condemnation

Each of the Parties hereto, to the extent allowed by law, undertakes not to condemn or take, without consent of the owner thereof, any water rights, sources of water supply, water diversion, production or transmission facilities, or corporate stock owned by any Party hereto, which is subject to the terms of this Agreement, so long as the owner thereof is not in default hereunder.

e. Defense

Each of the Parties hereto shall be responsible for the defense of any rights claimed or asserted by it to produce and use the Entitlement Water set forth in Exhibit A hereto. As against anyone not a Party to this Agreement, Valley District shall defend this Cooperative Water Project Agreement and all rights arising from it.

f. **Covenant and Lien**

The provisions of this Agreement are hereby declared to be for the benefit of the water rights of the Parties hereto to produce and use the Entitlement Water set forth in Exhibit A. Said provisions are hereby made a covenant binding upon the owners of each such water right and their successors, heirs, transferees, and assigns for the benefit of the owners of each such other water right and their successors, heirs, transferees and assigns. The benefits and burdens of said covenant shall run with said water rights of the Parties hereto.

Each of the Parties hereto hereby grants a lien upon the said water rights to the other Parties hereto to secure its obligations hereunder, which lien shall be appurtenant to the said water rights of the other Parties hereto.

g. **Successors and Assigns**

Each and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, heirs, transferees, and assigns.

h. None of the provisions of this Section 14 shall apply to or preclude Bear Valley from voluntarily or involuntarily transferring to Big Bear Municipal Water District, free and clear of any obligations of Bear Valley under this Agreement, all of the rights of Bear Valley to impound the natural water supply of Bear Valley behind Bear Valley Dam and later release such water which would otherwise flow in the Santa Ana River.

**15. USE OF COOPERATIVE WATER PROJECT FACILITIES FOR DELIVERY OF WATER BY VALLEY DISTRICT**

a. **Use of Facilities**

The Cooperative Water Project Facilities shall be available to Valley District for use as part of its water transmission facilities and may be used by it for the delivery of water to any Entity, whether a Party hereto or not.

b. **San Gorgonio Pass Water Agency**

Valley District has a contract with the San Gorgonio Pass Water Agency (Pass Agency) dated July 16, 1970, under which the Pass Agency has the option to obtain capacity in certain water transmission facilities constructed by Valley District and to receive deliveries of water or the right to operate the facilities, all upon the terms specified therein. The Cooperative Water Project Facilities to be constructed by Valley District constitute a portion of the water transmission facilities subject to the said contract, and in the event the Pass Agency exercises its option with respect thereto shall be constructed, maintained, and operated in compliance with the terms of the said contract.

SECTION 1611 of the CIVIL CODE

Ascertainment of Consideration:

When a contract does not determine the amount of the consideration nor the method by which it is to be ascertained or when it leaves the amount thereof to the discretion of an interested party, the consideration must be so much money as the object of the contract is reasonably worth.

**16. WATER CHARGES AND PAYMENT PROVISIONS**

Charges for water deliveries made under this Agreement and provisions for payment shall be as listed below.

Said charges shall be reasonable and shall conform to the applicable provisions of Section 1611 of the Civil Code, State of California.

*see opposite page*

a. Charge for Supplemental Water

The charges to be made by the Project Manager to any Party to this Agreement for Supplemental Water per acre-foot shall be computed by the following formula:

$$\begin{aligned} \text{Supplemental Water Charge per Acre-Foot} &= E - S + C \quad \underline{\text{or}} \quad E - S + P + L \\ &\text{whichever is greater} \end{aligned}$$

where:

- E = The variable operation, maintenance, power, and replacement component of the Department of Water Resources Transportation Charge per acre-foot\* incurred by Valley District.
- S = Direct water spreading costs per acre-foot spread by the Conservation District, not to exceed \$3.00 per acre-foot.
- C = Dollar amount equal to power generation credit per acre-foot from Devil Canyon power generation plant.
- P = Cost of energy incurred by Valley District to convey Supplemental or Entitlement Water to said Party per acre-foot.
- L = Power loss charges incurred by Valley District in conveying Supplemental or Entitlement Water to said Party per acre-foot.\*\*

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\* As defined in Section 26 of the State Contract.

\*\* Power loss charges are defined as those charges resulting from the loss of electric power generation from existing hydroelectric plants on Mill Creek and Santa Ana River.

1986

If Valley District sets any charges upon a basis which, if applied, would result in a lower charge than is provided for above, then charges computed on said basis shall be substituted for the charges provided for above as long as said basis is in effect.

The charges for Supplemental Water provided for in this Agreement shall be in effect for a period beginning with the effective date of this Agreement and ending ten (10) years thereafter; beginning ten (10) years after the effective date of this Agreement the charges to Parties to this Agreement shall be as set by Valley District.

b. Simultaneous Exchange Water Charge

There are to be no charges made by the Project Manager to any Party for Simultaneous Exchange Water under the terms and conditions of this Agreement.

c. Deferred Exchange Water Charge

The charge to be made by the Project Manager to any Party to this Agreement for Deferred Exchange Water shall be the amount of all additional costs required to deliver water on the Deferred Exchange basis over and above the amount of the costs for making said deliveries on a Simultaneous Exchange basis.

d. Charges for Conveyance of Entitlement Water through Cooperative Water Project Facilities

Charges to be made by the Project Manager for the use of the Cooperative Water Project Facilities by Parties to this Agreement for conveyance of Entitlement Water shall be as follows: During the period beginning with the effective date of this Agreement and ending ten (10) years thereafter, \$2.50 per acre-foot + P + L as P and L are defined above. Beginning ten (10) years after the effective date of this Agreement, these charges shall be as set by Valley District, except that they shall not exceed the following: The amount of all costs for making such deliveries including, but not limited to, operations, maintenance, energy, repair, replacement, overhead, and capital costs.

In the event the Management Committee with the approval of Valley District decides to convey all or any portion of the 9 cfs presently going from the forebay of Santa Ana Powerhouse No. 3 to the Boullioun Box through the Cooperative Water Project Facilities, that portion shall be exempt from any conveyance charge.

e. **Provisions of Payment**

Provisions for payment to the Project Manager by the Parties to this Agreement for water charges are as follows:

- (1) The Project Manager shall provide monthly invoices to each Party of monies due the Project Manager.
- (2) The Parties to this Agreement shall make payment to the Project Manager within thirty (30) days after receipt of said invoices.
- (3) The Project Manager shall remit to Valley District all payments received under this Section within five (5) days of receipt.

**17. ADDITIONAL PARTIES**

After the effective date of this Agreement, additional Entities may become Parties hereto upon application to and approval by the Management Committee and written consent of all of the Parties not in default of this Agreement.

**18. AMENDMENTS**

This Agreement may be amended at any time by written agreement signed by all of the Parties.

**19. OPINIONS AND DETERMINATIONS**

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of any Party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**20. NOTICE**

Any notice pursuant hereto shall be deemed to have been properly given if delivered personally or if enclosed in a properly addressed envelope and deposited in the United States mail for delivery First Class, postage prepaid.

Unless and until formally notified otherwise, notice may be given to each of the Parties addressed as follows:



Bear Valley Mutual Water Company  
101 East Olive Avenue  
Redlands, California 92373

City of Redlands  
P. O. Box 280  
Redlands, California 92373

Crafton Water Company  
P. O. Box 627  
Mentone, California 92359

East San Bernardino County Water District  
P. O. Box 3427  
San Bernardino, California 92413

Lugonia Water Company  
101 East Olive Avenue  
Redlands, California 92373

North Fork Water Company  
P. O. Box 3427  
San Bernardino, California 92413

Redlands Water Company  
101 East Olive Avenue  
Redlands, California 92373

San Bernardino Valley Municipal Water District  
P. O. Box 5906  
San Bernardino, California 92412

San Bernardino Valley Water Conservation District  
303 Brookside Avenue  
Redlands, California 92373

Yucaipa Valley County Water District  
P. O. Box 458  
Yucaipa, California 92399

**21. APPROVALS REQUIRED, EFFECTIVE DATE, AND MECHANICS OF EXECUTION**

This Agreement shall become effective among the Parties executing the same sixty (60) days after it shall have been executed by the Conservation District, Valley District, Bear Valley, Crafton, Redlands, and Redlands Water.

cons Dist	June 7
Valley Dist	July 6
Bear Valley	May 5
Crafton	June 16
Redlands	June 16
Redlands Water	June 16

This Agreement may be executed in counterparts so that the same copy need not be signed by each of the Parties hereto. Upon execution of each counterpart, said counterpart shall be delivered to the Conservation District and, when the required number of counterparts has been received, the Conservation District shall give notice to each of the Eligible Entities hereunder stating the date of execution of the last required counterpart and the date 60 days thereafter upon which the Agreement shall become effective. Upon such effective date, this Agreement shall become effective among all of the Eligible Entities which have executed said Agreement by said effective date, and the Conservation District shall attach all of the signature pages from the counterparts to one copy of the Agreement and shall mail a copy of the conformed Agreement to each of the Parties executing the same. From and after the effective date, any non-signatory Entity shall be eligible to become a Party hereto only in the manner provided in Section 17.

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

DATED: May 5-1976

BEAR VALLEY MUTUAL WATER COMPANY

By Donald A. Anderson  
President

Billy Ferguson  
Secretary

Approved:  
SURREY & HELLYER  
By Robert Bismuthbach  
Attorney

DATED May 6, 1976

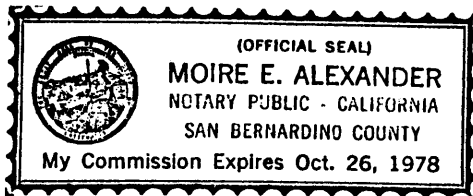
SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

STATE OF CALIFORNIA )  
 : ss.  
 COUNTY OF SAN BERNARDINO )

On this 6th day of May, 1976, before me, the undersigned a Notary Public in and for said County and State, personally appeared ROBERT J. BIERSCHBACH, a member of the law firm of SURR & HELLYER, known to me to be the person who executed the foregoing instrument on behalf of said law firm, and acknowledged to me that such law firm executed the same.

WITNESS my hand and official seal.

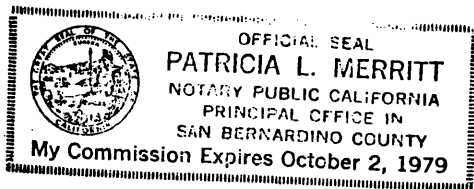


*Moire E. Alexander*  
 \_\_\_\_\_  
 Notary Public

STATE OF CALIFORNIA )  
 : ss.  
 COUNTY OF SAN BERNARDINO )

On this 6th day of May, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD C. S. ANDERSON, known to me to be the President, and BETTY FARQUHAR, known to me to be the Secretary, of BEAR VALLEY MUTUAL WATER COMPANY, a corporation, the corporation that executed the within instrument, and known to me to be the persons who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



*Patricia L. Merritt*  
 \_\_\_\_\_  
 Notary Public

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

DATED: June 15, 1976

CITY OF REDLANDS

By [Signature]  
Mayor

By [Signature]  
City Clerk

Approved:

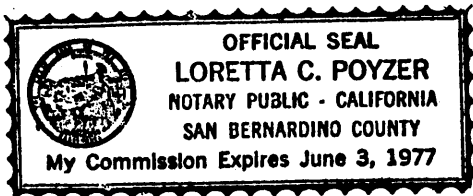
[Signature]  
Attorney

State of California)  
County of San Bernardino) SS

On June 15, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles G. DeMirjyn, known to me to be the Mayor, and Peggy A. Moseley, known to me to be the City Clerk of the City of Redlands that execute the within Instrument, on behalf of the City of Redlands and acknowledged to me that the City of Redlands executed the within instrument pursuant to its City Council meeting of June 15, 1976.

WITNESS my hand and official seal.

[Signature]  
Loretta C. Poyzer  
DATED \_\_\_\_\_



SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

1

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

CRAFTON WATER COMPANY

By *Robert L. Seckman*  
President

*Peggy A. Jacinto*  
Secretary

Approved:

\_\_\_\_\_  
Attorney

DATED *June 16, 1976*

SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

1

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } SS.

On June 16, 1976 before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared Ralph F. Sechrest,

known to me to be the \_\_\_\_\_ President, and  
Peggy A. Jacinto, known to me to be

\_\_\_\_\_  
Secretary of the corporation that executed the  
within Instrument, known to me to be the persons who executed the  
within Instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the within  
instrument pursuant to its by-laws or a resolution of its board of  
directors.

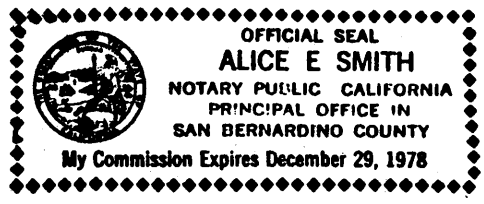
Signature *Alice E. Smith*

Alice E. Smith

Name (Typed or Printed)

Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP



Staple

Staple

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

EAST SAN BERNARDINO  
COUNTY WATER DISTRICT

By Philip A. Desch

President

Bennie A. Eastwood

Secretary

Approved:

Robert J. Farrell

Attorney

DATED August 9, 1976

SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976



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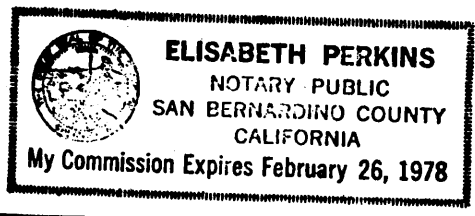
STATE OF CALIFORNIA,  
COUNTY OF SAN BERNARDINO } ss.

ON August 9, 19 76,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Philip A. Disch, Bonnie R. Eastwood and  
Robert J. Farrell, known to me,

to be the persons whose names are subscribed to the within Instrument,  
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Elisabeth Perkins  
Notary Public in and for said State.

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

LUGONIA WATER COMPANY

By *G. R. Rees*  
President

*Betty Farquhar*  
Secretary

Approved:

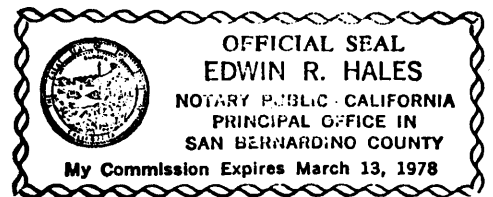
*Edwin B. Hales*  
Attorney

DATED May 20, 1976

STATE OF CALIFORNIA )  
County of San Bernardino ) ss.

On May 20, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. R. REES, BETTY FARQUHAR and EDWIN B. HALES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

*Edwin R. Hales*  
EDWIN R. HALES, Notary Public



SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT  
MAY 3, 1976

NORTH FORK WATER COMPANY

By Arnold L. Wright  
President

Howard H. Hendricks  
Secretary

Approved:

Donald Green  
Attorney

Dated: 8-4-76

Acknowledgment-Corp.-Wolcotts Form 224-S

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO ss.  
On AUGUST 4<sup>th</sup> 1976  
before me, the undersigned, a Notary Public in and  
for said State, personally appeared  
ARNOLD L. WRIGHT  
known to me to be the \_\_\_\_\_ President, and  
HOWARD H. HENDRICKS  
known to me to be the \_\_\_\_\_ Secretary of  
the Corporation that executed the within Instrument,  
known to me to be the persons who executed the within  
Instrument on behalf of the Corporation therein named,  
and acknowledged to me that such corporation executed  
the within instrument pursuant to its by-laws or a reso-  
lution of its board of directors.

WITNESS my hand and official seal  
(Seal) Leroy H. Roebke

NAME (TYPED OR PRINTED)  
Notary Public in and for said State  
**LEROY H. ROEBKE**  
NOTARY PUBLIC  
SAN BERNARDINO COUNTY  
CALIFORNIA  
My Commission Expires May 11 1979

**LEROY H. ROEBKE**  
NOTARY PUBLIC  
SAN BERNARDINO COUNTY  
CALIFORNIA  
My Commission Expires May 11, 1979

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STATE OF CALIFORNIA  
COUNTY OF Madera } ss.

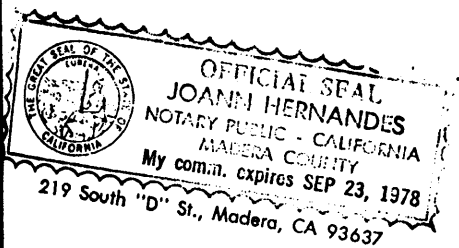
On this 10th day of August in the year one thousand nine hundred and -76- before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Denslow Green

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Madera County of Madera the day and year in this certificate first above written.

*Joann Hernandez*  
Notary Public, State of California

My commission expires 9-23-78



IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

REDLANDS WATER COMPANY

By *Harold J. [Signature]*  
President

*Billy [Signature]*  
Secretary

Approved:

*Edward [Signature]*  
Attorney

DATED *June 7 1976*

SANTA ANA RIVER – MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

TO 449 C  
(Corporation)



STATE OF CALIFORNIA  
COUNTY OF San Bernardino } SS.

On June 7, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd Yarbrough

known to me to be the \_\_\_\_\_ President, and Betty Farquhar

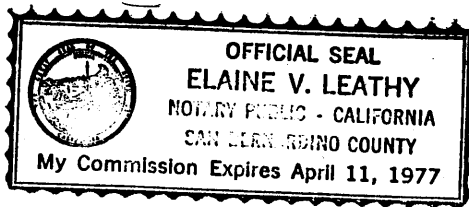
known to me to be \_\_\_\_\_ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Elaine V. Leathy

Elaine V. Leathy

Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

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IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By *Kloyd G. ...*  
President

*P. R. ...*  
Secretary

Approved:

*James W. Dilworth*  
Attorney

DATED July 6, 1976

1

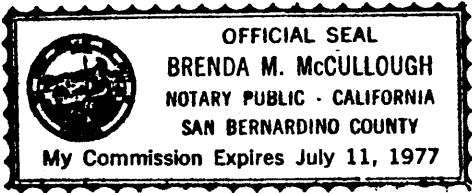
SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

1

STATE OF CALIFORNIA,  
COUNTY OF SAN BERNARDINO

} ss.



ON July 6, 1976,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Lloyd Yount, LeRoy Holmes, and James W. Dilworth

known to me,  
to be the personS whose nameS are subscribed to the within instrument,  
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

*Brenda M. McCullough*  
Notary Public in and for said State.



IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SAN BERNARDINO VALLEY  
WATER CONSERVATION DISTRICT

By Robert T. Paine  
President

W. J. Hiltgen  
Secretary

Approved:

Richard A. Mulligan  
Attorney

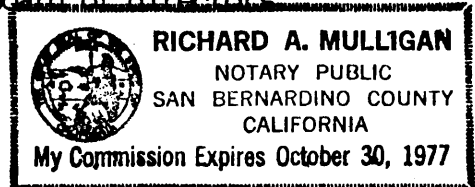
DATED June 7, 1976

STATE OF CALIFORNIA ]  
COUNTY OF SAN BERNARDINO ] ss.

On June 7, 1976, before me, a Notary Public in and for said State, personally appeared ROBERT T. PAINE, known to me to be the President, and W. J. HILTGEN, known to me to be the Secretary, of SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Richard A. Mulligan  
RICHARD A. MULLIGAN



SANTA ANA RIVER - MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

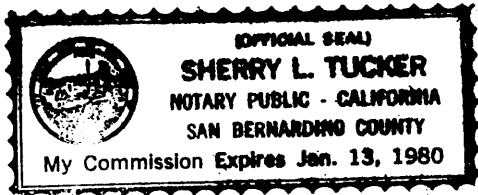
MAY 3, 1976

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO } ss.

ON JUNE 7, 1976,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
RICHARD A. MULLIGAN

known to me,  
to be the person whose name is subscribed to the within Instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



*Sherry L. Tucker*  
Notary Public in and for said State.

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

YUCAIPA VALLEY COUNTY  
WATER DISTRICT

By *Euro Gaspar*  
President

*John B. Ben*  
Secretary

Approved:

*Eugene A. Nayak*  
Attorney

DATED August 26, 1976

1

SANTA ANA RIVER – MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT

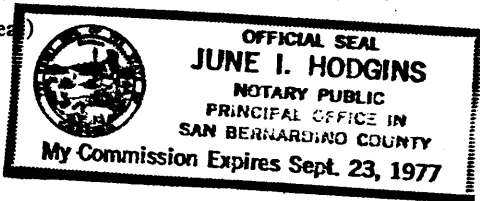
MAY 3, 1976

STATE OF CALIFORNIA  
COUNTY OF San Bernardino SS.

On August 26, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Masponi known to me to be the water district President, and Jack B. Price known to me to be the Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
\* to be known as water district

(Seal)



June I. Hodgins  
(Notary Public's Signature)

(Name - Typed or Printed)  
Notary Public in and for said State

## ENTITLEMENTS TO WATER

### Santa Ana River

The general features for conveying Santa Ana River water are shown on Plate 2 herein.

Edison Company diverts water from the Santa Ana River at the confluence of Bear Creek and the Santa Ana River. This use of water is based on an agreement with Bear Valley and a license issued to the Edison Company by the Federal Power Commission.

Water so diverted is conveyed by the Edison Company through a series of tunnels, flumes, and canals through Santa Ana Powerhouse No. 1 and Santa Ana Powerhouse No. 2 to the forebay of Santa Ana Powerhouse No. 3.

At the forebay to Powerhouse No. 3 Bear Valley takes delivery of up to nine (9) cfs, which is conveyed through the Bear Valley High Line (capacity controlled by Crafton Heights Pipeline Company).

The remaining water in the Edison Company facility is dropped through Powerhouse No. 3. At the tailrace of Powerhouse No. 3 certain quantities of water are delivered into the facilities of North Fork and certain quantities are delivered into the Redlands Canal of Bear Valley.

There is an agreement between North Fork and Bear Valley which sets forth the entitlements to water of the respective parties. Said agreement is recorded in the official records of San Bernardino County, State of California, Agreement File E, pages 178 - 187, dated July 3, 1885.

There is an agreement between Bear Valley and Lugonia (South Fork). This agreement sets forth the entitlement to water of the respective parties.

It is the intention of this Cooperative Water Project Agreement that the Management Committee and/or Parties to this Agreement will not do anything which will in any way diminish or interfere with the quantities of water each of the Parties referred to in the two agreements above is entitled to receive as its respective proportionate share of the available supply.

The Conservation District diverts storm flows and waters in excess of the needs of the aforementioned companies at the mouth of Santa Ana Canyon for the purpose

EXHIBIT A  
Continued

of spreading and percolating to replenish the groundwater supply. The diversion by the Conservation District is covered by Licenses Nos. 2831 and 2832 issued by the State of California.

Redlands Water diverts water from a tunnel at the mouth of Santa Ana Canyon. Water is conveyed from the tunnel to the Redlands Aqueduct via a pipeline located on the west side of Greenspot Road.

Mill Creek

The general features of conveying Mill Creek water are shown on Plate 3 herein.

Edison Company diverts water from Mill Creek near Forest Home in Mill Creek Canyon. This use of water is based on agreements with certain water purveyors and a license issued to the Edison Company by the Federal Power Commission.

Water is conveyed through Edison Company facilities, including Mill Creek Powerhouses Nos. 3, 2, and 1.

After passing through Mill Creek Powerhouse No. 1, water is conveyed across Mill Creek to a point where it is divided; some going to Redlands, some to Crafton, and that portion above the needs of the two parties being returned to the channel of Mill Creek for spreading.

The amount of water each of the two Entities receives is based upon the ownership of "Zanja hours" per certain deeds and other factors as determined between Redlands and Crafton.

It is the intent of this Cooperative Water Project Agreement that the Management Committee and/or the Parties to this Agreement will not do anything which will in any way diminish or interfere with the quantities of water each of the Parties is entitled to receive as its respective proportionate share of the available supply.

The Conservation District has historically diverted stormflows and water in excess of the needs of Redlands and Crafton for the purpose of spreading and percolating to replenish the groundwater supply.

## EXHIBIT B

## ENTITLEMENT WATER

## MAXIMUM INSTANTANEOUS RATES OF FLOW AND DELIVERY POINTS

(See Plates 2 and 3 attached hereto.)

Maximum Instantaneous Rates of FlowRedlands  
Crafton

32 cfs together.

Bear Valley  
Lugonia  
North Fork

88 cfs together.

Conservation District

The maximum instantaneous rate of flow that would be available if there was no Cooperative Water Project and all Parties were operating under Historical Conditions.

Delivery PointsRedlands - Mill Creek

Into the influent pipeline into Redlands' Henry Tate Filter Plant at a point within the Plant site located south of Mill Creek Road in the Northeast Quarter of Section 22, T. 1 S., R. 2 W., SBB&M.

Crafton - Mill Creek

Into the Zanja near the Boullioun Box and into the influent pipeline into the Redlands' Henry Tate Filter Plant.

Conservation District - Santa Ana and Mill Creek

a. Mill Creek - In the channel of Mill Creek above the existing intake structure located on the south bank of Mill Creek in the Northeast Quarter of Section 21, T. 1 S., R. 2 W., SBB&M.

*EXHIBIT B*  
*Continued*

b. Santa Ana - The existing main canal of the Conservation District located on the south side of Greenspot Road in the Northeast Quarter of Section 7, T. 1 S., R. 2 W., SBB&M.

North Fork and Bear Valley - Santa Ana

At the existing North Fork Box located on the north side of the Conservation District main canal in the Southwest Quarter of the Southwest Quarter, Section 4, T. 1 S., R. 2 W., SBB&M, and up to 3 cfs at the East Highlands Company weir.

Bear Valley and Lugonia - Santa Ana

Into the Redlands Aqueduct above the Mentone Reservoir.

Redlands Water - Santa Ana

Into the Redlands Aqueduct above the Mentone Reservoir.

East San Bernardino - Santa Ana

Into the North Fork Canal at or above elevation 1720 feet.

1



**DETERMINATION AND MEASUREMENT OF EXCHANGEABLE WATER**

Santa Ana

The quantity of water in the Santa Ana River available for exchange shall be determined as follows:

The quantity of water measured at the USGS gage on the Edison Company canal located below the tailrace of Santa Ana Powerhouse No. 2.

The amount of Santa Ana River water available for exchange shall not exceed 88 cfs.

The quantity of water in the tunnel belonging to Redlands Water available for exchange shall be as measured at the tunnel outlet located on the west side of Greenspot Road at the mouth of Santa Ana Canyon.

Mill Creek

The quantity of water in Mill Creek available for exchange shall be determined as follows:

The quantity of water that would go through Edison Company's Mill Creek No. 1 hydro-plant if there were no upstream diversion.

The total amount of Mill Creek water available for exchange shall not exceed 32 cfs.

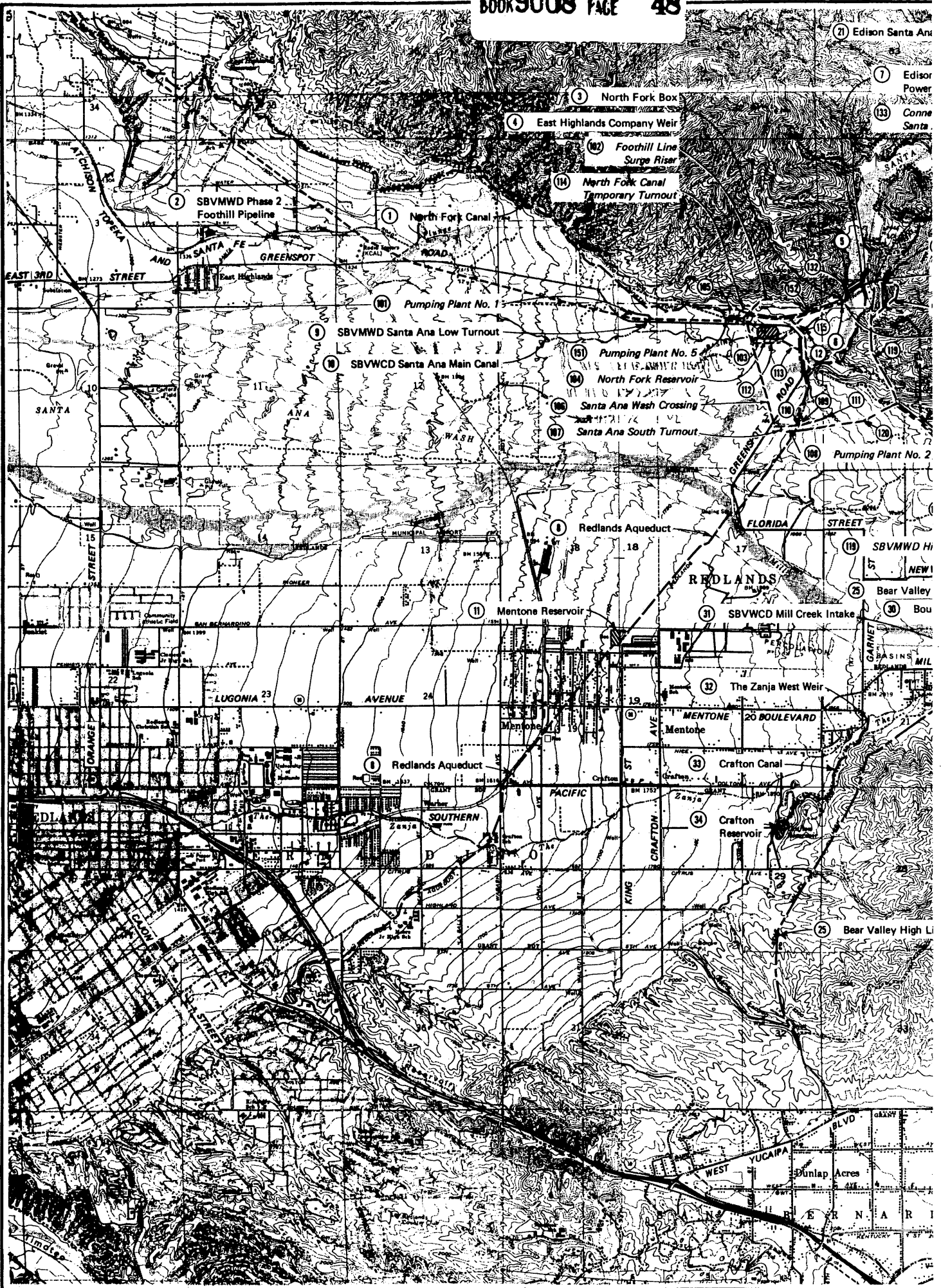
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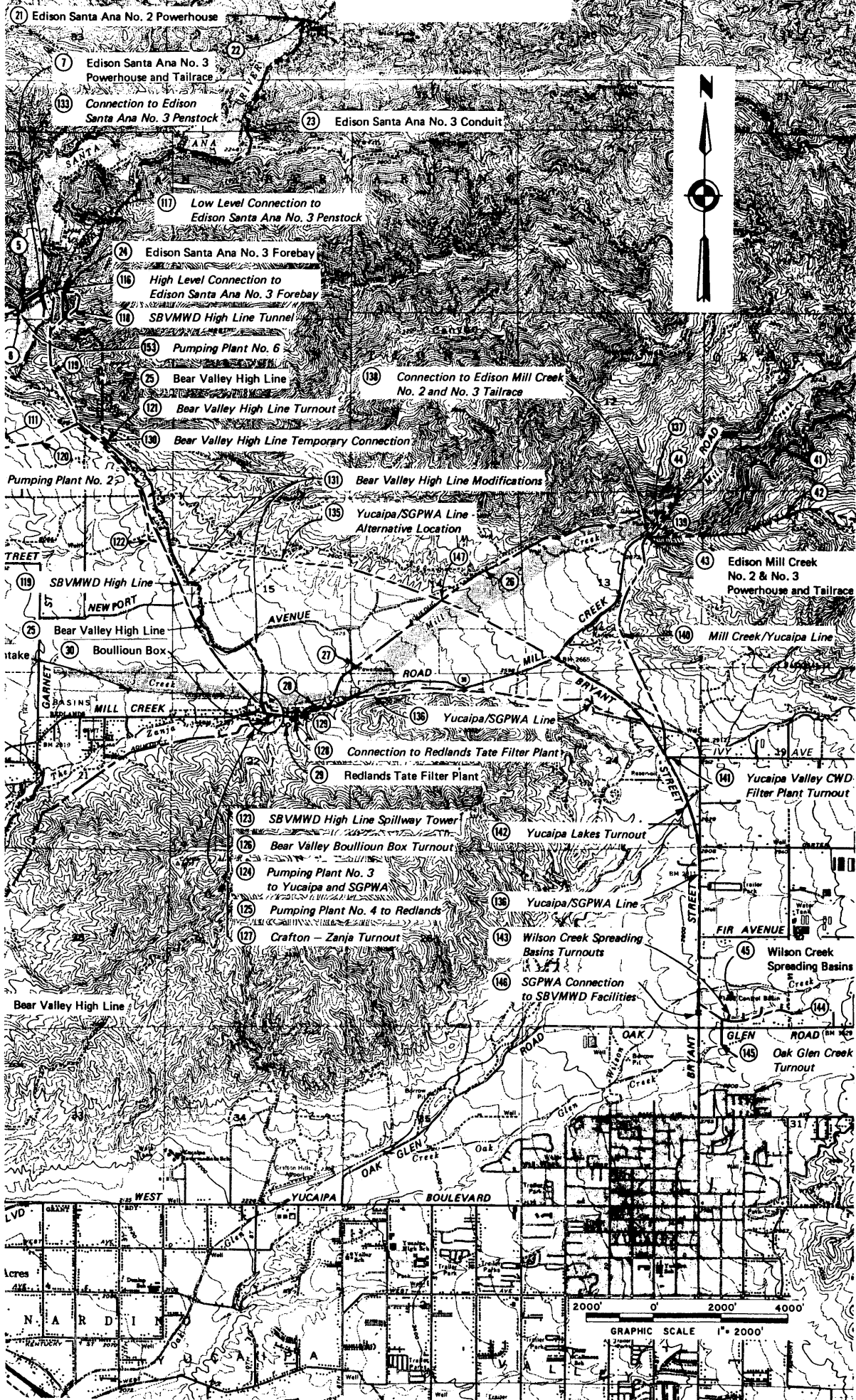
**FACILITIES TO BE CONSTRUCTED AS THE FIRST INCREMENT  
OF THE COOPERATIVE WATER PROJECT**

<u>Description</u>	<u>Minimum Capacity in cfs</u>	<u>Key Number on Plate 1</u>
North Fork Canal Temporary Turnout	30	114
Pumping Plant No. 5	12	151
Pumping Plant No. 5 Discharge Line	12	152
Foothill Pipeline to Redlands Aqueduct Turnout	30	115
SBVMWD High Line	25	119
Pumping Plant No. 4 to Redlands	20	125
Connection to Redlands Tate Filter Plant	32	128
Crafton - Zanja Turnout	10	127
Turnout to Mill Creek above Conservation District Spreading Intake	25	
Pumping Plants and Pipelines Connecting SBVMWD Phase 2 Foothill Pipeline to SBVMWD High Line	As Needed	See Note 1

Note 1

Precise location to be determined in final design.





# FACILITY LIST

EXISTING AND ASSOCIATED WATER FACILITIES		COOPERATIVE WATER PROJECT FACILITIES	
Key Number	Facility Description	Key Number	Facility Description
1	North Fork Canal	101	Pumping Plant No. 1
2	SBVMWD Phase 2 Foothill Pipeline	102	Foothill Line Surge Riser
3	North Fork Box	103	North Fork Reservoir Inlet System
4	East Highlands Company Weir	104	North Fork Reservoir
5	SBVWCD Santa Ana Intake Headgate	105	North Fork Reservoir Outlet System
6	SBVWCD Santa Ana Three Way Box	106	Santa Ana Wash Crossing
7	Edison Santa Ana No. 3 Powerhouse and Tailrace	107	Santa Ana South Turnout
8	Redlands Aqueduct	108	Pumping Plant No. 2
9	SBVMWD Santa Ana Low Turnout	109	Foothill Pipeline to Redlands Aqueduct Turnout
10	SBVWCD Santa Ana Distribution Canal	110	Redlands Aqueduct Turnout to Foothill Line
11	Mentone Reservoir	111	Pumping Plant No. 2 Surge Riser
12	Redlands Water Tunnel	112	SBVWCD Santa Ana Main Canal Relocation
		113	Redlands Water Tunnel/North Fork Reservoir Line
		114	North Fork Canal Temporary Turnout
		115	Redlands Aqueduct Temporary Connection
		151	Pumping Plant No. 5 to North Fork Box and Pumping Plant No. 6
		152	Pumping Plant No. 5 Discharge Line
		153	Pumping Plant No. 6 to SBVMWD High Line
21	Edison Santa Ana No. 2 Powerhouse	116	High Level Connection to Edison Santa Ana No. 3 Forebay
22	Bear Valley Santa Ana Canyon Well No. 2	117	Low Level Connection to Edison Santa Ana No. 3 Penstock
23	Edison Santa Ana No. 3 Conduit	118	SBVMWD High Line Tunnel
24	Edison Santa Ana No. 3 Forebay	119	SBVMWD High Line
25	Bear Valley High Line	120	Pumping Plant No. 2 Discharge Line
26	Edison Mill Creek No. 2 Conduit	121	Bear Valley High Line Turnout
27	Edison Mill Creek No. 1 Powerhouse and Tailrace	122	Pumping Plant No. 3 to Yucaipa and SGPWA - Alternative Location
28	The Zanja East Weir	123	SBVMWD High Line Spillway Tower
29	Redlands Tate Filter Plant	124	Pumping Plant No. 3 to Yucaipa and SGPWA
30	Boullioun Box	125	Pumping Plant No. 4 to Redlands
31	SBVWCD Mill Creek Intake	126	Bear Valley Boullioun Box Turnout
32	The Zanja West Weir	127	Crafton - Zanja Turnout
33	Crafton Canal	128	Connection to Redlands Tate Filter Plant
34	Crafton Reservoir	129	Upper Zanja Turnout
		130	Bear Valley High Line Temporary Connection
		131	Bear Valley High Line Modifications
		132	Pumping Plant No. 6 Discharge Line
		133	Connection to Edison Santa Ana No. 3 Penstock
41	Edison Mill Creek No. 2 Conduit	135	Yucaipa/SGPWA Line - Alternative Location
42	Edison Mill Creek No. 3 Conduit	136	Yucaipa/SGPWA Line
43	Edison Mill Creek No. 2 & No. 3 Powerhouse and Tailrace	137	Connection to Pipeline from Edison Mill Creek No. 1 Stream Diversion
44	Edison Mill Creek No. 1 Stream Diversion Structures and Pipeline	138	Connection to Edison Mill Creek No. 2 and No. 3 Tailrace
45	Wilson Creek Spreading Basins	139	Upper Mill Creek/Yucaipa Line
		140	Mill Creek/Yucaipa Line
		141	Yucaipa Valley CWD Filter Plant Turnout
		142	Yucaipa Lakes Turnout
		143	Wilson Creek Spreading Basins Turnouts
		144	Mill Creek/Yucaipa/SGPWA Line Surge Riser
		145	Oak Glen Creek Turnout
		146	SGPWA Connection to SBVMWD Facilities
		147	Connection Yucaipa/SGPWA Line - Alternative Location/Edison Mill Creek No. 1 Conduit

**GENERAL NOTES**


- All facilities needed for the ultimate development of the Santa Ana and Mill Creek Cooperative Water Project are shown on this Plate.
- Locations of facilities shown on this Plate are conceptual, schematic and functional only. Final locations may be modified from those shown as a result of detailed design.
- Alternative locations are shown for certain facilities. Evaluation and selection of alternatives will be made later as a part of detailed design.
- Facilities will be built in increments to serve the needs of the Parties.

**BECHTEL INCORPORATED**  
SAN FRANCISCO

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

**WATER TRANSMISSION PROJECT**

**SANTA ANA RIVER AND MILL CREEK  
COOPERATIVE WATER PROJECT AGREEMENT  
CONCEPTUAL PLAN OF COOPERATIVE  
WATER PROJECT FACILITIES AND  
ASSOCIATED WATER FACILITIES**

	JOB NO. <b>7843</b>	DRAWING NO. <b>PLATE I</b>	REV. <b>B</b>
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# FACILITY LIST

Key Number	Facility Description	Facility Description
1	North Fork Canal	Pumping Plant No. 1
2	SBVWMD Phase 2 Foothill Pipeline	SBVWMD Phase 2 Foothill Pipeline
3	North Fork Box	North Fork Reservoir Inlet System
4	East Highlands Company Weir	North Fork Reservoir
5	SBVWCD Santa Ana Intake Headgate	North Fork Reservoir Outlet System
6	SBVWCD Santa Ana Three Way Box	Santa Ana Wash Crossing
7	Edison Santa Ana No. 3 Powerhouse and Tailrace	Santa Ana South Turnout
8	Redlands Aqueduct	Pumping Plant No. 2
9	SBVWMD Santa Ana Low Turnout	Foothill Pipeline to Redlands Aqueduct Turnout
10	SBVWCD Santa Ana Distribution Canal	Redlands Aqueduct Turnout to Foothill Line
11	Mentona Reservoir	Pumping Plant No. 2 Surge Riser
12	Redlands Water Tunnel	SBVWCD Santa Ana Main Canal Relocation
21	Edison Santa Ana No. 2 Powerhouse	Redlands Water Tunnel/North Fork Reservoir Line
22	Bear Valley Santa Ana Canyon Well No. 2	High Level Connection to Edison Santa Ana No. 3 Forebay
23	Edison Santa Ana No. 3 Conduit	Low Level Connection to Edison Santa Ana No. 3 Forebay
24	Edison Santa Ana No. 3 Forebay	SBVWMD High Line Tunnel
25	Bear Valley High Line No. 2 Conduit	Pumping Plant No. 5 Discharge Line
26	Edison Mill Creek No. 1 Conduit	Pumping Plant No. 5 to North Fork Box
27	Edison Mill Creek No. 2 Conduit	SBVWMD High Line Tunnel
28	The Zanja East Weir	Pumping Plant No. 6
29	Redlands Late Filter Plant	Pumping Plant No. 5 Discharge Line
30	Boullouin Box	Pumping Plant No. 6 to SBVWMD High Line
31	SBVWCD Mill Creek Intake	High Level Connection to Edison Santa Ana No. 3 Forebay
32	The Zanja West Weir	Low Level Connection to Edison Santa Ana No. 3 Forebay
33	Crafton Canal	SBVWMD High Line Tunnel
34	Crafton Reservoir	Pumping Plant No. 5 Discharge Line
41	Edison Mill Creek No. 2 Conduit	Yucapaa/SGPWA Line - Alternative Location
42	Edison Mill Creek No. 3 Conduit	Yucapaa/SGPWA Line
43	Edison Mill Creek No. 2 & No. 3 Powerhouse and Tailrace	Connection to Pipeline from Edison Mill Creek No. 1 Stream Diversion
44	Edison Mill Creek No. 1 Stream Diversion Structures and Pipeline	No. 1 Stream Diversion
45	Wilson Creek Spreading Basins	Connection to Edison Mill Creek No. 2 and No. 3 Tailrace
135	High Level Connection to Edison Santa Ana No. 3 Forebay	Upper Mill Creek/Yucapaa Line
136	Low Level Connection to Edison Santa Ana No. 3 Forebay	Mill Creek/Yucapaa Line
137	SBVWMD High Line Tunnel	Yucapaa Valley CMD Filter Plant Turnout
138	Pumping Plant No. 5 Discharge Line	Yucapaa Lakes Turnout
139	Pumping Plant No. 5 to North Fork Box	Mill Creek/SBPWA Basin Turnout
140	SBVWMD High Line Tunnel	Mill Creek/SBPWA Line Surge Riser
141	Upper Mill Creek/Yucapaa Line	Oak Glen Creek Turnout
142	Mill Creek/Yucapaa Line	SBVWMD Connection to SBVWMD Facilities
143	Yucapaa Valley CMD Filter Plant Turnout	Yucapaa/SGPWA Line - Alternative Location/Edison Mill Creek No. 1 Conduit
144	Yucapaa Lakes Turnout	
145	Mill Creek/SBPWA Basin Turnout	
146	Mill Creek/SBPWA Line Surge Riser	
147	Oak Glen Creek Turnout	

## GENERAL NOTES

1. All facilities needed for the ultimate development of the Santa Ana and Mill Creek Cooperative Water Project are shown on this Plate.
2. Locations of facilities shown on this Plate are conceptual, schematic and functional only. Final locations may be modified from those shown as a result of detailed design.
3. Alternative locations are shown for certain facilities. Evaluation and selection of alternatives will be made later as a part of detailed design.
4. Facilities will be built in increments to serve the needs of the Parties.

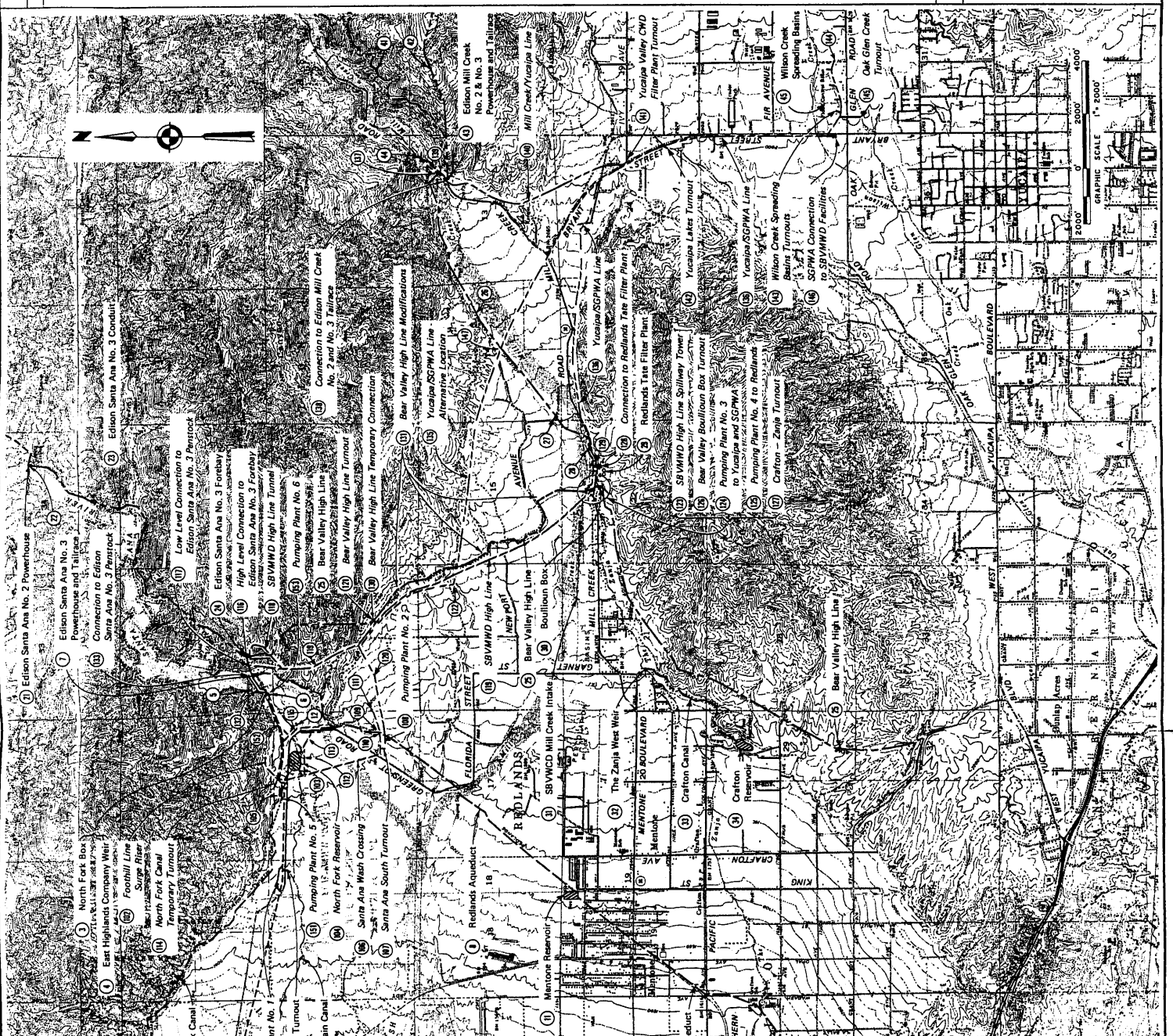
**BECHTEL INCORPORATED**  
SAN FRANCISCO

**WATER TRANSMISSION PROJECT**

**SANTA ANA RIVER AND MILL CREEK COOPERATIVE WATER PROJECT AGREEMENT CONCEPTUAL PLAN OF COOPERATIVE WATER PROJECT FACILITIES AND ASSOCIATED WATER FACILITIES**

DATE NO. **7843** REVISED NO.

**PLATE 1** REV.



**FACILITY LIST**

**EXISTING AND ASSOCIATED WATER FACILITIES**

Key Number	Facility Description
1	North Fork Canal
2	SBVMWD Phase 2 Foothill Pipeline
3	North Fork Box
4	East Highlands Company Weir
5	SBVMWD Santa Ana Intake Headgate
6	SBVMWD Santa Ana Three Way Box
7	Edison Santa Ana No. 3 Powerhouse and Tailrace
8	Redlands Aqueduct
9	SBVMWD Santa Ana Low Turnout
10	SBVMWD Santa Ana Main Canal
11	Redlands Aqueduct
12	Redlands Water Tunnel

21	Edison Santa Ana No. 2 Powerhouse
22	Bear Valley Santa Ana Canyon Well No. 2
23	Edison Santa Ana No. 3 Conduit
24	Edison Santa Ana No. 3 Forebay
25	Bear Valley High Line
26	Edison Mill Creek No. 2 Conduit
27	Edison Mill Creek No. 1 Powerhouse and Tailrace
28	The Zanja East Weir
29	Redlands Tate Filter Plant
30	Boullouin Box
31	SBVMWD Mill Creek Intake
32	The Zanja West Weir
33	Crafton Canal
34	Crafton Reservoir

41	Edison Mill Creek No. 2 Conduit
42	Edison Mill Creek No. 3 Conduit
43	Edison Mill Creek No. 2 and No. 3 Powerhouse and Tailrace
44	Edison Mill Creek No. 1 Stream Diversion Structures and Pipeline
45	Wilson Creek Spreading Basins

Key Number	Facility Description
101	Pumping Plant No. 1
102	Foothill Line Surge Riser
103	North Fork Reservoir Inlet System
104	North Fork Reservoir
105	North Fork Reservoir Outlet System
106	Santa Ana Wash Crossing
107	Santa Ana South Turnout
108	Pumping Plant No. 2
109	Foothill Pipeline to Redlands Aqueduct Turnout
110	Redlands Aqueduct Turnout to Foothill Line
111	Pumping Plant No. 2 Surge Riser
112	SBVMWD Santa Ana Main Canal Relocation
113	Redlands Water Tunnel/ North Fork Reservoir Line
114	Redlands Aqueduct Temporary Turnout
115	Redlands Aqueduct Temporary Turnout
151	Pumping Plant No. 5 to North Fork Box and Pumping Plant No. 6
152	Pumping Plant No. 5 Discharge Line
153	Pumping Plant No. 6 to SBVMWD High Line

**GENERAL NOTES**

- All facilities needed for the ultimate development of the Santa Ana and Mill Creek Cooperative Water Project are shown on this Plate.
- Locations of facilities shown on this Plate are conceptual, schematic and functional only. Final locations may be modified from those shown as a result of detailed design.
- Alternative locations are shown for certain facilities. Evaluation and selection of alternatives will be made later as a part of detailed design.
- Facilities will be built in increments to save the needs of the Periods.

**BECHTEL INCORPORATED**  
SAN FRANCISCO

**WATER TRANSMISSION PROJECT**

**SANTA ANA RIVER AND MILL CREEK COOPERATIVE WATER PROJECT AGREEMENT CONCEPTUAL PLAN OF COOPERATIVE WATER PROJECT FACILITIES AND ASSOCIATED WATER FACILITIES**

PROJECT NO. 7843

DATE: 1965

PLATE I

DATE: 1965

DATE: 1965

DATE: 1965

DATE: 1965

DATE: 1965

DATE: 1965

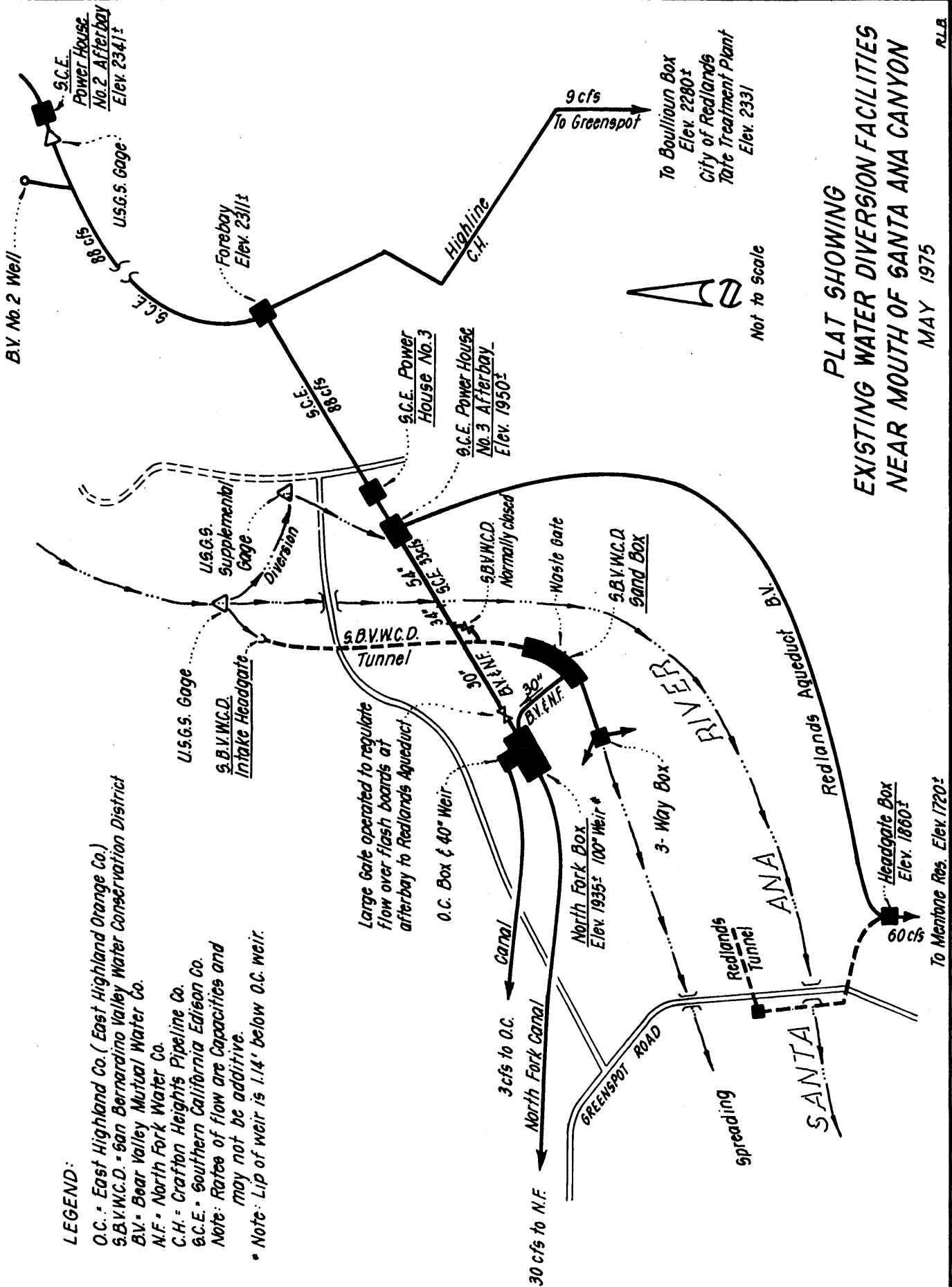
DATE: 1965

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DATE: 1965





**PLAT SHOWING  
EXISTING WATER DIVERSION FACILITIES  
NEAR MOUTH OF SANTA ANA CANYON**

MAY 1975

R.L.B.

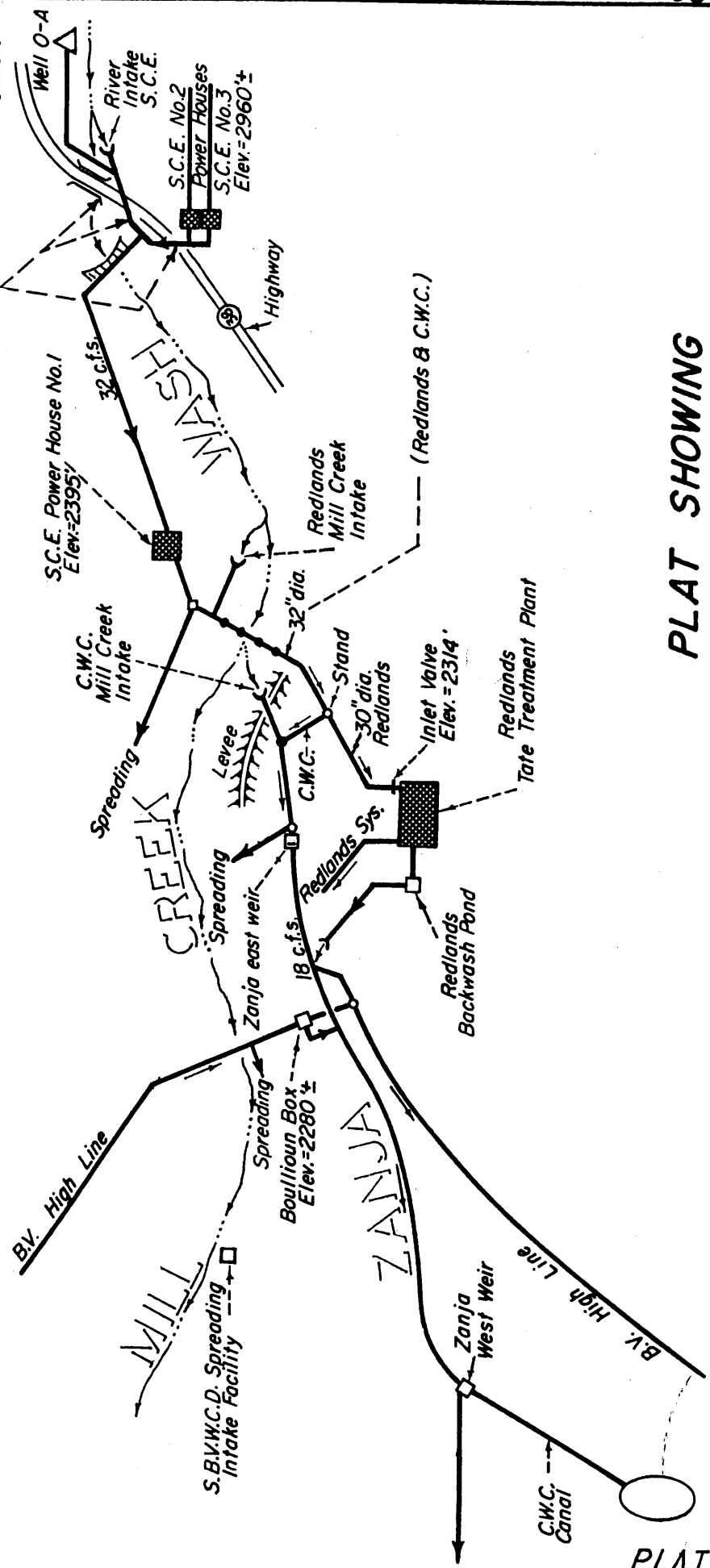
PLATE 2



MAY 1975 No Scale

**NOTE:**  
Rates of flow are capacities of facilities.

**LEGEND**  
 B.V. = Bear Valley Mutual Water Co.  
 S.C.E. = Southern California Edison Co.  
 S.B.V.W.C.D. = San Bernardino Valley Water Conservation District  
 C.W.C. = Crafton Water Co.  
 U.S.G.S. = United States Geological Survey



**PLAT SHOWING  
 EXISTING WATER DIVERSION FACILITIES  
 NEAR MOUTH OF MILL CREEK CANYON**

PLATE 3  
 C.W.C. Res.  
 Elev. = 1960' ±

Drawn by: Schuurmann

## SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT (“**Agreement**”) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2018 by and among the City of Colton (“**Colton**”), the City of Redlands (“**Redlands**”), the City of Rialto (“**Rialto**”), the City of San Bernardino Municipal Water Department (“**SBMWD**”), City of Loma Linda (“**Loma Linda**”), East Valley Water District (“**East Valley**”), San Bernardino Valley Municipal Water District (“**Valley District**”), San Bernardino Valley Water Conservation District (“**Conservation District**”), Fontana Water Company (“**FWC**”), West Valley Water District (“**WVWD**”), Yucaipa Valley Water District (“**Yucaipa**”), Bear Valley Mutual Water Company (“**BVMWC**”), and Loma Linda University (“**LLU**”) each of which is referred to as a “**Party**,” for the purpose of coordinating the development and implementation of groundwater management activities that individually or cumulatively address groundwater management in the Bunker Hill Sub-basin of the Upper Santa Ana Valley Basin (“**Basin**”), and achieving groundwater sustainability throughout the Basin.

### RECITALS

**WHEREAS**, the Parties to this Agreement all overlie, produce water from, or are otherwise interested in the management and long-term sustainability of the groundwater basin identified as the San Bernardino Basin Area; and

**WHEREAS**, California Department of Water Resources’ (“**DWR**”) Bulletin 118 defines the Upper Santa Ana Valley Bunker Hill Sub-basin (No. 8-002.06), the boundaries of which, as defined therein and as may be amended in the future, constitute the limits of the Basin covered hereunder. A map depicting that Basin is attached hereto as Exhibit A. DWR Bulletin 118 presently classifies the Bunker Hill Basin as high priority.

**WHEREAS**, surface water and groundwater supplies in large portions of the Basin are governed by a number of judicial decrees and contracts, including but not limited to the *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493, and *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No. 17030 (January 28, 1924).

**WHEREAS**, Water Code § 10720.8(a) identifies the San Bernardino Basin Area as an adjudicated area. As such, this area is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to DWR per Water Code § 10720.8(f).

**WHEREAS**, notwithstanding that the Basin is not required to comply with SGMA, the Parties to this Agreement wish to collaborate their efforts to identify their respective access to and application of imported water supplies, and to harmonize use of such supplies with available groundwater in the Basin. The goal is to ensure that the water imported into the Basin, and the

facilities used to apply both imported and native water supplies to productive beneficial use, will all be maintained and managed in a manner that will be sustainable over the long-term. The Parties recognize that the key to success in this effort will be coordination of amounts and areas of recharge in different parts of the Basin, by acting in conjunction with other groundwater management entities active in portions of the Basin.

**WHEREAS**, the purpose of ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become even more important as a result of recently experienced low groundwater storage levels and the reduction of imported water supplies, due to environmental and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties to ensure a reliable and conjunctively utilized water supply of replenishment water that can prevent overdraft or other negative impacts from occurring during an extended drought, and for the foreseeable future.

**WHEREAS**, the Parties, individually and collectively, have the goal of cost effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply.

**WHEREAS**, the Parties hereby enter into this Agreement to establish the San Bernardino Basin Groundwater Council (“GC”) to undertake the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the Basin, and to coordinate maintenance of conveyance and recharge facilities to expedite such management. The GC will coordinate with existing groundwater management agencies in the Basin as well as the individual Ex Officio participants, as defined below, and will be responsible for ensuring overall coordination and sustainable management of the Basin.

**WHEREAS**, the Parties have agreed that the preliminary steps of GC formation will include preparation of formation documents and procedures, the possible hiring of needed experts, and the development of a budget for this GC as memorialized in this Agreement.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

### 1. **DEFINITIONS**

1.1 **Definitions**. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 **“Agreement”** means this Groundwater Council Agreement.

1.1.2 **“Plaintiff”** means any of the following entities: City of Riverside, Riverside Highlands Water Company, Meeks and Daley Water Company, Regents of University of California, or Western Municipal Water District as named in the 1969 Judgment in Case Number 78426, *Western Municipal Water District of Riverside County et al. vs. East San Bernardino County Water District et al.*“

1.1.3 **“Annual Basin Groundwater Report”** shall mean the annual report prepared by the Groundwater Council, to cover topics including but not limited to the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Basin. In preparing such report, the Groundwater Council may consult with, and draw from, data and information provided by the Watermaster and Conservation District and other reliable sources regarding annual groundwater conditions. The Annual Basin Groundwater Report is not intended to supplement or supplant the annual reports of the various Watermasters operating within the Basin that are filed with the Superior Court or any Watermasters’ required reporting under the Sustainable Groundwater Management Act (SGMA).

1.1.4 **“Basin”** shall mean the Upper Santa Ana Valley Bunker Hill Groundwater Basin, Sub-basin 8-002.06, as designated in DWR’s Bulletin No. 118, and as its boundaries may be modified from time to time through the procedures described in California Water Code § 10722.2.

1.1.5 **“Groundwater Council”** or **“GC”** shall mean the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council, the oversight body coordinating the management, replenishment, and preservation of groundwater supply and quality of the Basin. The GC shall be composed of representatives of each Party and should they decide to participate, a representative of any other groundwater management authority over any portion of the Basin, as further provided herein. The GC’s duties shall include the integration and coordination of the use of imported water supplies for replenishment of the Basin, facilitation of implementation of GC policies and initiatives through the legal authorities of its members, management of budgeting and funding for the maintenance, development, and management of regional groundwater infrastructure, and dispute resolution that may occur within or between the Parties or Ex Officio members of the GC.

1.1.6 **“BTAC”** shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The BTAC may be tasked to undertake specified actions in support of the GC.

1.1.7 **“Effective Date”** shall mean the date that a majority of the Parties approve of and enter into the Agreement.

1.1.8 **“Equitable Allocation”** shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs, and supplemental water cost, for each Party based on the annual approved budget. This allocation will be performed pursuant to the formulas and procedures described in Exhibit B of this Agreement. The allocation shall determine the portion of equitable O&M cost, and the portion of equitable water cost, to be apportioned to each Party or other participant for the applicable GC budget year. These allocations shall also be used to determine the voting weight afforded to each voting member of the GC, under this Agreement and further procedural processes as may be developed by the GC.

1.1.9 “**Ex Officio participant**” shall mean those entities that participate in the GC by virtue of their status as plaintiffs or successors in interest to plaintiffs in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969), but which shall not be a considered Parties to this Agreement.

1.1.10 “**Cost Share**” shall mean that portion of the overall annual operating costs of the GC, assigned to a Party pursuant to the Equitable Allocation, as determined in the annual budget of the GC.

## 2. TERM

2.1 This Agreement shall become operative on the Effective Date. If an eligible Party has not executed this Agreement by June 30, 2018, such party may join this GC Agreement only as an additional member of the GC, pursuant to Section 3.5, below.

2.2 This Agreement shall remain in effect for a period of five (5) years following the Effective Date, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

2.3 Any Party shall have the ability to withdraw from this Agreement upon serving written notice of its intention to withdraw on all other Parties at least twelve (12) months before that Party’s withdrawal becomes effective. Such notice shall be served on the GC at a regularly scheduled meeting and on each of the Parties to this Agreement separately. The withdrawing Party may withdraw upon eighty percent (80%) approval of the voting members of the GC.

2.4 Any Ex Officio participant in the GC shall have the ability to withdraw from participation in the GC upon thirty (30) days written notice to the Parties.

## 3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the GC. There is hereby created the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council. The GC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of imported water supplies for application to the recharge and replenishment of the Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Basin, consistent with applicable law and judicial decrees.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the GC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties, for the purpose of cooperatively managing certain aspects of the Basin, including but not limited to accessing and applying imported water supplies to augment and complement native water supplies, toward the goal of maintaining the long-term yield of the Basin and ensuring that overdraft or other negative impacts are prevented in the

future and eliminated over time; and undertaking imported water replenishment activities that are approved by the GC and included in the annual approved budget.

3.3 Membership of the GC. The GC shall consist of a representative from each Party. One party may serve in multiple representative roles, and this will be accounted for in the Equitable Allocation. GC Members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the GC. Each Party or other entity entitled to membership on the GC shall appoint one representative member of the GC, who shall be the senior executive management level employee of the Party, or a senior executive management-level employee of other recognized groundwater management entity. Each eligible member may determine its own process for appointing its representative member. Members of the GC shall serve throughout the term of this agreement, provided that such members may be subject to removal and replacement by the appointing Party in the event the representative is no longer in the employ of the appointing Party.

3.5 Additional Members. The GC may permit admission of additional members upon an eighty percent (80%) vote of the Equitable Allocation weighted votes among all then-existing Parties, upon such terms and conditions as the GC in its discretion may impose. Such conditions may include requiring contributions to any GC initiatives for securing imported water supplies, or maintenance and operations expenses of groundwater replenishment facilities, to assure equitable distribution of the costs of such initiatives or facilities to those benefitting from them.

3.6 Ex Officio Participants. The GC shall include the plaintiff parties or the successors in interest to the plaintiff parties in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969) as “Ex Officio” participants, unless any Ex-Officio participant withdraws from the GC pursuant to Section 2.4, above. Such Ex-Officio participants shall not have the ability to vote on any matters before the GC, but shall be permitted to provide input and other support for GC efforts. Notwithstanding any other provision of this Agreement, and except as otherwise provided in other agreements, judgments or settlements, Ex Officio participants shall not be liable for any costs or fees associated with the GC or its activities related to importing groundwater into the Basin and shall not be considered “members” of the GC as that term is used in this Agreement. Ex Officio participants may jointly execute a separate agreement with the Conservation District that will provide for the annual payment of no more than 27.95% of costs associated with the recharge of native waters.

#### 4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the GC shall be held at a location overlying the Basin within forty-five days (45) days of the Effective Date of this Agreement. At the initial meeting the GC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record GC proceedings and actions, and any other officers it deems appropriate to the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The GC shall establish a regular meeting time and place at its initial meeting. The GC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Basin. The GC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate.

4.3 Quorum. A quorum of the GC shall consist of majority of the total Equitable Allocation weighted votes among all voting members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if they participate in the meeting telephonically upon such rules and procedures as the GC may promulgate.

4.4 GC Voting Rights. Each voting member of the GC shall have its Equitable Allocation weighted vote, as such may be revised from time to time either (a) pursuant to pre-negotiated mechanisms for the adjustment of the Equitable Allocation, due to fluctuations in the groundwater production or other criteria on which the initial Equitable Allocation is based, or (b) by an eighty percent (80%) vote of the total Equitable Allocation voting weight held by all voting members. Exhibit B indicates the voting rights of each party, and shall be modified periodically as specified in the procedures included in Exhibit B.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the GC and any expenditures, shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all Equitable Allocation voting weight. To the extent the GC may form groups which contain less than all members for projects where not all members are participants, such committees will have an additional committee agreement identifying the requirements of committee members, and voting requirements attending fiscal obligations of such committees.

4.4.2 Any change in annual contributions necessary to support the work of the GC shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all of all Equitable Allocation voting weight.

4.5 Minutes. The GC shall cause minutes to be kept of all meetings of the GC and any appointed Standing Committees. The GC shall further cause a copy of draft minutes to be forwarded to each member of the GC and to each Party and Ex Officio member, which may be done electronically, or by way of posting to a commonly available website or digital portal.

#### 4.6 Annual Budgeting and Expenditure Approval.

4.6.1 The fiscal year of the GC shall be July 1 through June 30. The GC shall develop, circulate, and approve an annual budget for the funding of bringing imported water supply to the Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Basin. The Budget shall be prepared by a Budget Committee, which shall consist of three (3) member Parties of the GC appointed by a qualifying vote of at least 80% of the weighted Equitable Allocation, no later than January 31 of the fiscal year prior to the one for which the budget is to operate. The Budget Committee shall coordinate with BTAC and Valley District as the State Water Project Contractor, to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of imported water, the likely unit cost of such imported water, and the recharge needs of the Basin, in terms of quantities of water, locations where Basin conditions would most benefit from imported recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the Budget Committee shall prepare a budget that recommends all of the following:

(a) the amount of imported water supplies proposed to be bought or otherwise acquired by GC members in the coming year;

(b) the recommended application or distribution of such imported water supplies to various parts of the Basin;

(c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing groundwater recharge and conveyance facilities serving to replenish the Basin;

(d) any administrative costs of the GC; and

(e) proposed allocation of all expenditures in the Budget among GC members as their portion of the Cost Share based upon the Equitable Allocation Model.

4.6.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the Budget Committee shall present and circulate to all GC members the proposed Budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Budget Committee, or its designee, shall make itself reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget.

4.6.3 No later than sixty (60) days after presentation of the budget by the Budget Committee, the GC shall meet to deliberate and pass upon the budget. The GC may accept, reject, or modify in any way the budget as proposed by the Budget Committee. Adoption of the budget shall require an eighty percent (80%) vote of the weighted Equitable Allocation, provided, however, that if a segregable portion or portions of the budget can be identified which prevent the overall budget from obtaining an eighty percent (80%) approval vote, the GC shall pass those portions of the budget upon which an eighty percent (80%) majority can be achieved, and shall refer those portions upon which approval cannot be obtained back to the Budget Committee for further recommendation on how such portions might be eliminated, reduced in



scope or cost, or otherwise modified, and represented to the GC for eighty percent (80%) approval. No portion of the GC budget imposing any expenditures on any Party shall be approved or adopted on less than an eighty percent (80%) vote of the Equitable Allocation weighted voting, but the inability to secure an eighty percent (80%) vote on segregable portions of the budget shall not prevent the GC from implementing, and proceeding with, those portions of the budget which secured the required eighty percent (80%) approval.

4.7 The Valley District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all imported water supplies. The Conservation District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all facilities costs. The Conservation District shall credit each Party or Ex Officio participant otherwise subject to the Conservation District's groundwater charge, in the amounts such Party contributes to the GC budget for facilities costs that would be encompassed in that groundwater charge, in order to prevent double collection of such costs with the Conservation District's groundwater charges. Groundwater charges payable by the Ex Officio Participants may be suspended as part of the separate funding agreement outlined in Section 4.8. In the event of any delinquency, either Valley District or the Conservation District may request the GC to appoint it, or any other GC member or group of members, to represent the GC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the GC authorizes to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the GC from such authorized agent.

4.8 Ex Officio participants will not be subject to the Conservation District's groundwater charges as long as a separate funding agreement as outlined in this Section 4.8 is in effect. Ex Officio participants may jointly negotiate and execute a separate agreement with the Conservation District and/or Valley District that will provide for the annual payment of up to 27.95% of costs associated with the recharge of native waters. As of the Effective Date of this Agreement, Ex Officio participants understood the estimated annual costs associated with water recharge, both native and imported, to be \$800,000 for Conservation District activities and \$200,000 for activities that may occur in recharge basins outside of the Conservation District's control. Ex Officio participants, via the separate funding agreement, may agree to collectively pay no more than 27.95% of the cost for recharge of native waters. In any such agreement, in the event that imported water is recharged and the costs for such activity are comingled with the cost for recharge of native water, the Conservation District and/or Valley District will pro-rate the costs associated with recharge to separate the costs for native and imported water recharge. Ex Officio participants are not intended to be charged for the costs of recharge of imported water or associated capital, the operations and maintenance for imported supplies, or any other costs not expressly agreed to in the separate funding agreement.

4.9 No later than six (6) months into the budget year for which any budget is adopted by the GC, the Budget Committee shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify

any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the GC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant. *(This section may not be needed based upon finalization of the Equitable Allocation formula.)*

## 5. COUNCIL POWERS AND DUTIES

5.1 The GC shall exercise the following powers:

5.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GC.

5.1.2 To produce an Annual Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from the Watermaster, the Conservation District, or other sources.

5.1.3 To monitor groundwater production and extractions in coordination with BTAC and pertinent local groundwater management agencies.

5.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

5.1.5 To establish as-needed Ad Hoc and Standing advisory committees for the purpose of making recommendations to the GC. Committees shall exist for the term specified in the action creating the committee, and the GC may dissolve a committee at any time through an eighty percent (80%) majority vote of Equitable Allocation voting weight.

5.1.6 To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the GC, upon such terms as the GC and BTAC shall agree in writing. Ex Officio members shall not be responsible for BTAC costs.

5.2 In addition to the above-referenced powers, the GC may, by an eighty percent (80%) vote of the Equitable Allocation, decide to activate and exercise any or all of the following additional powers:

5.2.1 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Basin.

5.2.2 To collect charges from GC members as authorized in the approved budget.

5.2.3 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

5.2.4 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the GC.

5.2.5 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the GC's name.

5.2.6 To acquire lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Parties necessary to accomplish the purposes described herein, or to assist any Party in doing so.

5.2.7 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218 and similar revenue-raising requirements.

5.2.8 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

5.2.9 In addition to the above, and to the extent not directly represented on the GC, the GC shall coordinate its efforts with the agencies that are charged with implementing all applicable judicial decrees governing the Basin.

## 6. FUNDING GC ACTIVITIES

Funding for GC activities shall be provided pursuant to an expense sharing mechanism described in more detail in Exhibit B hereto. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for San Bernardino Basin Area recharge activities, as those Operation and Maintenance costs shall be determined by the GC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components. Ex Officio participants shall not share in any costs which are attributable to bringing imported water to the Basin nor its recharge, but all other Parties shall participate in such costs, pursuant to the Equitable Allocation attached as Exhibit B hereto. Ex Officio participants intend to, through separate agreement(s) with the Conservation District and/or Valley District, cooperate in the payment of up to a maximum of 27.95% of costs associated with the recharge of water that results from natural precipitation and run-off in the basin (native water). Each Party shall be contractually responsible hereunder for the annual payment of fees for their assigned portion of the budgeted expenses of the GC, based on that Party's allocation, as determined by the aforementioned allocation formula and the approved GC budget.

## 7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

7.1 Statement Describing Alleged Violation of Agreement A Party or Parties alleging a violation of this Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

7.2 Response to Statement of Alleged Violation The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

7.3 Mediation of Dispute If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

7.4 Reservation of Rights Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

## 8. RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

8.1 Water Rights and Existing Agreements Nothing in this Agreement is intended to modify the water rights of the Parties or the Ex Officio participants, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

8.2 Agreements Among Water Users Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

8.3 Judgments Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal*

*Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Chino Basin Water District v. City of Chino*, San Bernardino Superior Court Case No. 164327; *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493; or *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924). It is the intention of the Parties in forming the GC to apply, administer, and conform to the requirements and provisions of each of these judgments. In the event of any conflict between the actions of the GC, and the requirements and provisions of such judgments, the latter shall control.

8.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of same of the Parties.

8.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Basin.

## 9. MISCELLANEOUS

9.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

9.2 Amendment. Except as to fluctuations in the Equitable Allocation as otherwise provided for herein, this Agreement may be amended or modified only by a written instrument approved by an eighty (80)% vote of the Equitable Allocation

9.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

9.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

9.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

9.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

9.10 Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements, in addition to any other relief deemed appropriate by a court of competent jurisdiction.

9.11 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

9.12 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

9.13 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

9.14 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:



To CITY OF COLTON:

CITY OF COLTON  
Attn: David Kolk, Utilities Director  
650 N. La Cadena Drive  
Colton, CA 92324

To CITY OF REDLANDS:

CITY OF REDLANDS  
Attn: Paul Toor, Public Works Director  
35 Cajon Street  
Redlands, CA 92373

To CITY OF RIALTO:

CITY OF RIALTO  
Attn: Thomas J. Crowley, Utilities Manager  
150 S. Palm Avenue  
Rialto, CA 92376

To CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT:

CITY OF SAN BERNARDINO MUNICIPAL  
WATER DEPARTMENT  
Attn: Miguel Guerrero, Director, Water Utility  
397 Chandler Place  
San Bernardino, CA 92408

To CITY OF LOMA LINDA:

CITY OF LOMA LINDA  
Attn: Bill Walker, Director of Utilities  
25541 Barton Road  
Loma Linda, CA 92354

To EAST VALLEY WATER DISTRICT:

EAST VALLEY WATER DISTRICT  
Attn: John J. Mura, General Manager  
3111 Greenspot Road  
Highland, CA 92346

To SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT  
Attn: Doug Headrick, General Manager  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

To SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT:

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT  
Attn: Daniel Cozad, General Manager  
1630 West Redlands Blvd., Suite A  
Redlands, California 92373

To FONTANA WATER COMPANY:

FONTANA WATER COMPANY  
Attn: Chris Fealy, Water Resources Manager  
Post Office Box 309  
Fontana, CA 92335




To WEST VALLEY WATER DISTRICT:	WEST VALLEY WATER DISTRICT Attn: Greg Gage, Assistant General Manager 855 W Baseline Road Rialto, CA 92376
To YUCAIPA VALLEY WATER DISTRICT:	YUCAIPA VALLEY WATER DISTRICT Attn: Joe Zoba, General Manager 12770 2nd Street Yucaipa, CA 92399
To BEAR VALLEY MUTUAL WATER COMPANY:	BEAR VALLEY MUTUAL WATER COMPANY Attn: Bob Martin 101 E. Olive Avenue Redlands, CA 92373
To LOMA LINDA UNIVERSITY:	LOMA LINDA UNIVERSITY Central Utilities Plant Attn: Bill Walker, Director of Utilities 11100 Anderson Street Loma Linda, CA 92350

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF COLTON,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2018

By:   
\_\_\_\_\_  
William R. Smith, City Manager

*[Signatures continued on next page]*

Dated: 2/21/2016


Agency East Valley Water District

Name: John Mura 

Title: General Manager/CEO

**YUCAIPA VALLEY WATER DISTRICT**

DATED: February 6, 2018

By:   
Joseph Zoba, General Manager

*[Signatures continued on next page]*

**CITY OF LOMA LINDA**  
**a California charter city and**  
**municipal corporation**

ATED: 2/14, 2018

By:   
T. Jarb Thaipejr, City Manager

*[Signatures continued on next page]*

**BEAR VALLEY MUTUAL WATER  
COMPANY, a California mutual water  
company**

By: David Knight  
David Knight, Board President

DATED: February 20, 2018

*[Signatures continued on next page]*

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

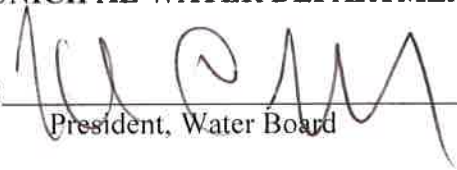
DATED: February 20, 2018

By: Douglas A. Headrick  
Douglas Headrick, General Manager

*[Signatures continued on next page]*

**CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT**

DATED: 2-27, 2018

By:   
\_\_\_\_\_  
President, Water Board

Attest:   
\_\_\_\_\_

*[Signatures continued on next page]*

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT  
1630 W. Redlands Blvd, Suite A  
Redlands, CA 92373

APPROVED AS TO FORM:

David B. Campbell  
General Counsel

Richard Cornells  
President, Board of Directors

Dated: 1.27.16

Attest: [Signature]  
Secretary of the Board



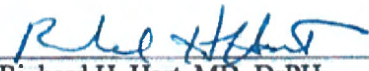
**CITY OF RIALTO**  
**a California general law city and**  
**municipal corporation**

DATED: 2/28, 2018

By:   
Robb Steel, Interim City Administrator  
and Development Services Director

*[Signatures continued on next page]*

**LOMA LINDA UNIVERSITY**

By:   
Richard H. Hart, MD, DrPH,  
President

*[End of Signatures Pages]*

**CITY OF REDLANDS,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Charles M. Duggan Jr. , City Manager

*[Signatures continued on next page]*

**WEST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Clarence Mansell Jr.  
General Manager

*[Signatures continued on next page]*

**EXHIBIT A**

**Map of Upper Santa Ana Bunker Hill Basin**

**(Taken from DWR Bulletin No. 118)**

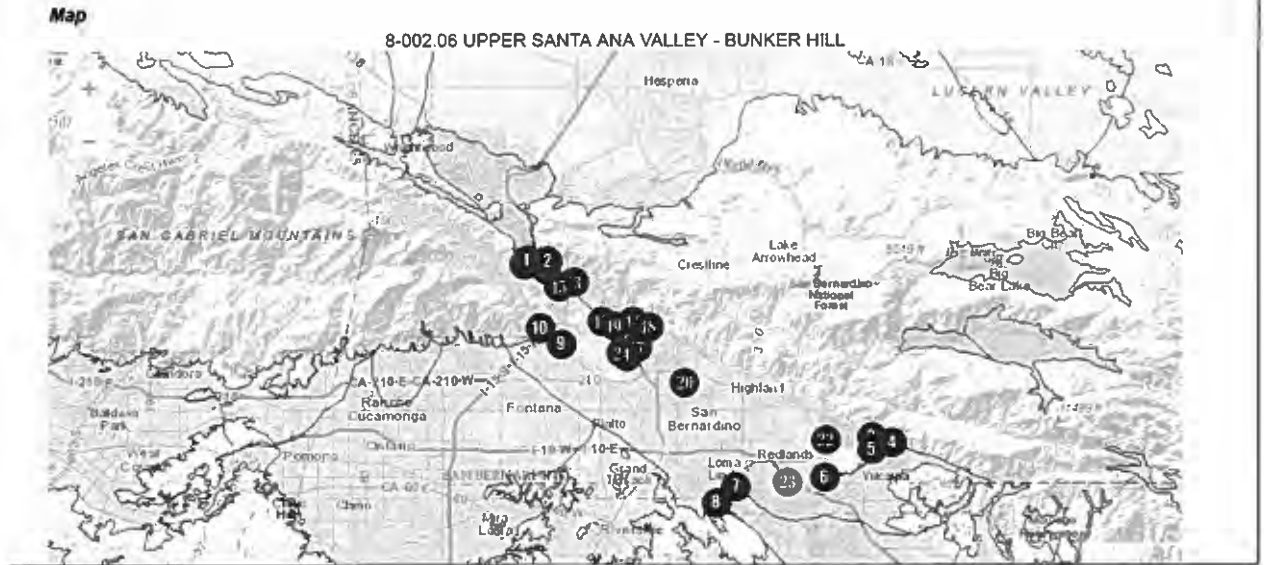


Exhibit A

**2017 SAMPLE Calculation**  
(recalculation occurs annually)

<b>Agency</b>	<b>Total Costs (2017)</b>	<b>Voting Weight</b>
Bear Valley Mutual Water Company	\$ 120	0.003%
City of Colton	\$ 114,889	3.1%
City of Loma Linda	\$ 254,297	6.8%
City of Redlands	\$ 675,115	21.2%
City of Rialto	\$ 322,534	8.7%
City of San Bernardino	\$ 1,413,384	37.8%
East Valley Water District	\$ 442,602	14.1%
Fontana Union Water Company	NA	NA
Loma Linda University	\$ 31,157	0.8%
Mountain View Power Co.	\$ 84,747	NA
Muscoy Mutual Water Company No. 1	\$ 44,106	NA
San Bernardino County - Facility Management	\$ 17,976	NA
San Bernardino Valley M.W.D.	\$ 1,987	NA
Terrace Water Company	\$ 15,082	NA
West Valley Water District	\$ 262,360	7.0%
Yucaipa Valley Water District	\$ 14,603	0.4%
Other San Bernardino Extractions	\$ 222,549	NA
<b>San Bernardino Entities Total:</b>	<b>\$ 3,917,509</b>	<b>100%</b>
<b>Western Entities Total:</b>	<b>\$ 279,500</b>	<b>0%</b>
<b>Total:</b>	<b>\$ 4,197,009</b>	<b>100%</b>

## Exhibit B

### EQUITABLE ALLOCATION METHOD

The Parties to this agreement have agreed to equitably share costs and establish the voting weight for each Party using the following method, which shall be performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *BTAC Equitable Allocation Method SBBA 1.18.18.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

#### **I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.**

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$\text{Equitable O\&M Cost}_{\text{Plaintiffs}} = 0.2795 \times \text{O\&M Costs}$$

$$\text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} = \text{Proportion of Total Pumping} \times 0.7205 \times \text{O\&M Costs}$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

#### **II. Calculation of the Equitable Water Cost.**

The equitable distribution of the water cost for sustainability will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$\text{Equitable Water Cost} = \text{Party Gap} + \text{Sustainability}$$

where,

$$\text{Party Gap (\$)} = \frac{(\text{Gap}_{1959-63} + \text{Gap}_{\text{Last 5 Years}})}{2} * \text{SWP Cost}$$

where,

$$\frac{(\text{Gap}_{1959-63} + \text{Gap}_{\text{Last 5 Years}})}{2} < 0, \text{ else Party Gap (\$)} = \$0$$

$$\text{Gap}_{1959-63} \text{ (acre-feet)} = \text{GWSY}_{1959-63} + \text{SW}_{1959-63} - \text{Demand}_{\text{Previous Year}}$$

$$\text{Gap}_{\text{Last 5 Years}} \text{ (acre-feet)} = \text{GWSY}_{\text{Last 5 Years}} + \text{SW}_{\text{Last 5 Years}} - \text{Demand}_{\text{Previous Year}} + \text{Net New Recycled}_{\text{Previous Year}}$$

where,

$\text{GWSY}_{1959-63}$  = local groundwater supplies available to a Party as a portion of their base period safe yield.

The base period safe yield for the SBBA has been proportioned amongst the Parties as described below:

where,

$$\text{GWSY}_{1959-63} = \text{Safe Yield}_{1959-63} - \text{SW}_{1959-63}$$

$\text{SW}_{1959-63}$  = average surface water usage by a party from 1953-1963

$\text{Demand}_{\text{Previous Year}}$  = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

$\text{GWSY}_{\text{Last 5 Years}}$  = local groundwater supplies available to a Party as a portion of their current Safe Yield.

The safe yield of the last 5 years for the SBBA will be proportioned amongst the Parties as described below.

where,

$$\text{GWSY}_{\text{Last 5 Years}} = \text{Safe Yield}_{\text{Last 5 Years}} - \text{SW}_{\text{Last 5 Years}}$$

$\text{SW}_{\text{Last 5 Years}}$  = average surface water usage by a party within the last 5 years.

$\text{Net New Recycled}_{\text{Previous Year}}$  = The amount of recycled water from the previous year minus  $\text{Recycled}_{1959-63}$

where,

$\text{Recycled}_{1959-63}$  is the amount of recycled water used in the base period

$$\text{Sustainability (\$)} = \text{Water Use} \times (\text{Total Equitable Water Cost} - \text{Total Gap (\$)})$$

where,

$$\text{Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)}}{\text{Total Water Use (acre-feet)}}$$



where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

Total Equitable Water Cost = Sustainable Amount x SWP Cost

where,

Sustainable Amount (acre-feet) = The amount of SWP water, in acre-feet, needed to achieve long-term sustainability which shall be obtained from the latest edition of the San Bernardino Valley Regional Urban Water Management Plan, Average Scenario for the latest planning year plus the published reliability factor, currently 10%

SWP cost (\$/acre-foot) = The cost for recharged SWP water as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap (\$) = Summation of each individual Party Gap (\$) for all Parties

*Proportioning Safe Yield.*

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield<sub>1959-63</sub>: The safe yield during the Base Period was proportioned as follows:

Agency	Safe Yield <sub>1959-63</sub>
Bear Valley Mutual Water Company	12,996
City of Colton	3,150
City of Loma Linda	1,855
City of Redlands	26,598
City of Rialto	1,890
City of San Bernardino	19,425
East Valley Water District	13,599
Fontana Union Water Company	14,221
Loma Linda University	1,016
Mountain View Power Co.	1,040
Muscoy Mutual Water Company No. 1	1,767
San Bernardino County - Facility Management	1,532
San Bernardino Valley M.W.D.	-
Terrace Water Company	984
West Valley Water District	11,752
Yucaipa Valley Water District	-

Other Non-Plaintiff Extractions	55,412
Non-Plaintiff Total:	<b>167,238</b>

Safe Yield<sub>Last 5 years</sub>: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

$$\text{Safe Yield}_{\text{Last 5 Years}} = \text{Water Use} \times \text{Safe Yield}_{\text{Non Plaintiffs}}$$

Where,

Water Use is a percentage (%) and is defined above

Safe Yield<sub>Non Plaintiffs</sub> = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide a new regional supply for basin benefit and receive monetary credit towards their Equitable water cost.

$$\text{Credit for Water (\$)} = \text{water provided for basin benefit} \times \text{SWP Cost}$$

where,

Water provided for basin benefit = local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the SBBA or new recycled water an agency is using to offset potable water use or is recharging into the SBBA above the amount of recycled water that agency was utilizing during the base period

SWP Cost = defined above

**III. Formula for Voting Weight.** The voting weight for each Party will be calculated, as follows:

$$\text{Voting Weight} = \frac{\text{Total Party Cost}}{\text{Total Costs}}$$

Where,

$$\text{Total Party Cost} = \text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} + \text{Equitable Water Cost}$$

$$\text{Total Costs} = 0.7205 \times \text{O\&M Costs} + \text{Total Sustainable Water Cost}$$

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-140

SAP Number

## San Bernardino County Flood Control District

Department Contract Representative  
Telephone Number

Michael Fam, P.E.  
(909) 387-8120

Contractor

San Bernardino Valley Water  
Conservation District

Contractor Representative  
Telephone Number

Melody McDonald  
(909) 793-2503

Contract Term

Original Contract Amount

Amendment Amount

Total Contract Amount

Cost Center

**Briefly describe the general nature of the contract:**

Planning Memorandum of Understanding with the San Bernardino Valley Water Conservation District for Stormwater Recharge at Flood Control Facilities.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ see attached  
Sophie A. Akins, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶ Andy Silao  
Andy Silao, P.E.

Date

1/27/2021

Reviewed/Approved by District

▶ Brendon Biggs  
Brendon Biggs, Chief Flood Control Engineer

Date

1-27-21

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

## San Bernardino County Flood Control District

<b>Department Contract Representative</b>	Michael Fam, P.E.
<b>Telephone Number</b>	(909) 387-8120
<b>Contractor</b>	San Bernardino Valley Water Conservation District
<b>Contractor Representative</b>	Melody McDonald
<b>Telephone Number</b>	(909) 793-2503
<b>Contract Term</b>	
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

### Briefly describe the general nature of the contract:

Planning Memorandum of Understanding with the San Bernardino Valley Water Conservation District for Stormwater Recharge at Flood Control Facilities.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Sophie Akins*  
Sophie A. Akins, Deputy County Counsel

Date January 6, 2021

Reviewed for Contract Compliance

▶ \_\_\_\_\_  
Andy Silao, P.E.

Date \_\_\_\_\_

Reviewed/Approved by District

▶ \_\_\_\_\_  
Brendon Biggs, Chief Flood Control Engineer

Date \_\_\_\_\_

**Planning Memorandum of Understanding  
by and between the San Bernardino County Flood Control District and  
San Bernardino Valley Water Conservation District**

**RECITALS**

WHEREAS, the San Bernardino County Flood Control District (FCD) was created by the San Bernardino County Flood Control Act of 1939, California Water Code Appendix section 43-1 *et seq.* (Flood Control Act). The Flood Control Act specifies that the FCD's primary purpose is to provide for the control of flood and storm waters and, secondarily, to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.

WHEREAS, in 1910, the Water Conservation Association (WCA) was organized to conserve the water of the Santa Ana River by storing it in the groundwater basin for future use. In 1931, local citizens voted to create the **San Bernardino Valley Water Conservation District (SBVWCD)** as a public agency to protect against the excessive export of the local surface water by downstream agencies. WCA was dissolved in the early 1940s, and all land and water property were transferred to SBVWCD.

WHEREAS, SBVWCD is now constituted as a water conservation district, duly formed and existing under the authority of California Water Code sections 74000 *et. seq.* SBVWCD has as its primary purpose the capture, spread, and recharge of water, both native and imported, over groundwater recharge facilities it owns, operates, and leases, and the stewardship of lands for compatible water supply and quality, mineral production, and the preservation of sensitive habitats.

WHEREAS, FCD owns and operates a number of flood control facilities within SBVWCD's boundaries.

WHEREAS, SBVWCD has identified FCD's facilities into which storm water flows may be diverted for water recharge purposes, provided such use will not impair the primary purpose and function of FCD facilities, which is and is to remain to maintain adequate flood protection for the safety and protection of the public.

WHEREAS, the potential for such recharge use is at this time conceptual, and requires additional study, including the identification of eligible facilities, the amount and quality of storm water flows potentially available for recharge, the location and capacity of facilities to accommodate such flows, the secondary impacts such recharge might have on groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and related concerns.

WHEREAS, SBVWCD has preliminarily identified FCD facilities for future study of potential recharge, which facilities are more specifically depicted in Exhibit 1 hereto ("Initial Facilities").

WHEREAS, FCD and SBVWCD wish to enter into this Planning Memorandum of Understanding (MOU) to describe, in general terms, their interests in coordinating their efforts to plan and evaluate the practical, environmental, and financial feasibility of such combined use of FCD's facilities.

WHEREAS, as provided herein, this MOU is for undertaking investigations and feasibility studies in contemplation of possible future use of FCD facilities, and at this juncture does not commit either party to any project or future agreement. Any specific agreed-upon use of FCD facilities for recharge will be set forth in a separate water spreading agreement between the parties, for which the requisite California Environmental Quality Act (CEQA) analysis shall be conducted prior to entering into future agreements to approve or implement any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

**1. Recitals.**

The recitals set forth above are true and correct and incorporated herein.

**2. Term.**

This MOU shall have a term of 10 years from the date on which the last party executes this MOU unless earlier terminated as set forth herein. This MOU may be extended by the parties for up to two (2) subsequent 10-year periods, pursuant to written amendment signed by both parties. Either party may terminate this MOU by providing the other party with ninety (90) written notice, provided, however, that termination of this MOU shall not terminate any water spreading agreements the Parties may have entered into as of the date this MOU itself is terminated, and any such water spreading agreements shall be governed by their own termination provisions, if any.

**3. General Planning Efforts.**

3.1 Preliminary Report. In order to evaluate the Initial Facilities (see Exhibit 1) for the use of storm water recharge, SBVWCD shall prepare and submit to FCD a preliminary report, in a form to mutually agreed upon by the parties, identifying the particular FCD facility, the anticipated amount of storm water to be captured and diverted to that facility, and any SBVWCD improvements anticipated to be required for use of the FCD facility for storm water diversion, storage, or recharge. Parties agree to hold one or more scoping meetings where FCD will provide information relating to its operational, engineering, and environmental constraints and SBVWCD will provide concepts to address those constraints while meeting the need and purposes each of the projects. FCD will provide access to the Initial Facilities to SBVWCD, without charge, to conduct field investigations and surveys necessary to finalize the concept designs. Such investigations and field studies by SBVWCD may include, but are not limited to, surveys, soil borings or tests, geologic sampling, plant or animal habitat counts or surveys, or water quality, quantity, or flow measurements or sampling, so long as such

investigations and field studies do not materially impact FCD's maintenance of use of the Initial Facilities. SBVWCD will prepare and submit the Preliminary Report for sites individually or as groups to address such constraints, impacts of the project(s) as an initial step in the permitting process.

3.2 Assessment of Preliminary Report and Planning. Once the preliminary report is submitted by SBVWCD for the specific use of a particular FCD facility, the parties shall allocate sufficient staff time and resources to evaluate the joint use/operation of that existing FCD facility for continued effective use for adequate flood control purposes, in conjunction with proposed storm water recharge. During this evaluation process, SBVWCD shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, concept-level construction plans and specifications for any proposed improvements or modifications to the FCD facility (including a statement as to which entity will own the improvements after a project specific agreement terminates), a permit plan identifying any permits or clearances required from any agency or regulatory authority other than FCD or SBVWCD, and a proposed operational plan for each FCD facility. To the extent access rights are indicated as necessary or appropriate for storm water recharge in a FCD facility, the parties shall meet and confer to delineate the scope and extent of such access rights. This information will also include the amount of estimated storm water recharge for each facility, and expected quality of such water.

3.3 Assessment of Secondary Effects of Recharge. SBVWCD's Preliminary Report shall also consider the potential secondary effects of storm water recharge to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of SBVWCD. The parties acknowledge that SBVWCD will be the agency leading this evaluation as it has the appropriate expertise concerning storm water recharge and the water quality. FCD will independently review SBVWCD's evaluation.

3.4 Considering the statutory purposes of the FCD and the goals of SBVWCD, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA. The responsibility for CEQA compliance and permits shall be specified in a water spreading agreement.

3.5 SBVWCD will work cooperatively with FCD towards SBVWCD's goal of maximizing the quantity of storm water recharge from the existing FCD's facilities, while maintaining or improving the protection of the public from the dangers of flooding.

#### **4. Primacy of FCD Use.**

4.1 The parties obligations set forth hereunder shall be subject to the primary purpose of FCD and FCD facilities pursuant to the Flood Control Act to protect property and the public from flood waters. The use of FCD facilities for flood control purposes shall be paramount.

4.2 In determining whether to enter into a water spreading agreement, for joint use of an FCD facility for water recharge, FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities and to determine whether a proposed recharge activity is consistent with and compatible with its uses of a facility.

4.3 FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the SBVWCD. Any prospective use of any FCD facility shall be subject to the parties' approval of a water spreading agreement.

#### **5. No Implied Covenants.**

Based on the FCD priorities set forth in the Flood Control Act and FCD's discretion provided in this MOU, as well as the general planning nature of this MOU, FCD and SBVWCD acknowledge and agree that no implied covenants attach to this MOU, including, but not limited to, the implied covenant of good faith and fair dealing. Nothing set forth herein shall be deemed to bind FCD's Board of Supervisors to approve a water spreading agreement. Notwithstanding anything to the contrary herein, FCD and its Board of Supervisors retain the sole discretion to authorize the use of FCD facilities for storm water recharge.

#### **6. Assignment.**

This MOU may not be assigned by either party without the written consent of the other party.

#### **7. Indemnification and Insurance.**

7.1 FCD agrees to indemnify, defend (with counsel approved by SBVWCD) and hold harmless SBVWCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU.

7.2 SBVWCD agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the SBVWCD's



negligent acts or omissions which arise from the SBVWCD's performance of its obligations under this MOU.

7.3 In the event FCD and/or SBVWCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, FCD and/or SBVWCD shall indemnify the other to the extent of its comparative fault.

7.4 FCD and SBVWCD shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

8. **Jurisdiction.** This MOU shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this MOU invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purposes of this MOU are frustrated. Any dispute or action to enforce any obligation under this MOU shall be filed and resolved in a Superior Court in San Bernardino County, California. In the event of litigation arising from this MOU, each party to the MOU shall bear its own costs, including attorneys' fees.

9. **Signatures.** This MOU may be signed in counterparts, each of which shall constitute an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

10. **Flood Control District Clause.**

All of the FCD's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the FCD in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this MOU are subject to the prior pledge of revenues described above. FCD payments pursuant to this MOU will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the FCD from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the FCD (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the FCD pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the FCD, investment income and all other money howsoever derived by the FCD from the operation or

ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the FCD, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the FCD.

11. **Amendments; Entire Agreement.** Any amendments to this MOU, including but not limited to, the addition of FCD facilities, shall be set forth in a writing signed by both parties. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings or contracts.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

**SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT**

By:  \_\_\_\_\_  
President, Board of Directors

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

▶   
Curt Hagman, Board Chairman

Dated: **FEB 09 2021**

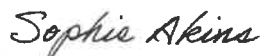
SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Lynna Monell, Clerk of the Board

By:   
Deputy



**APPROVED AS TO LEGAL FORM:**

Michelle D. Blakemore, County Counsel

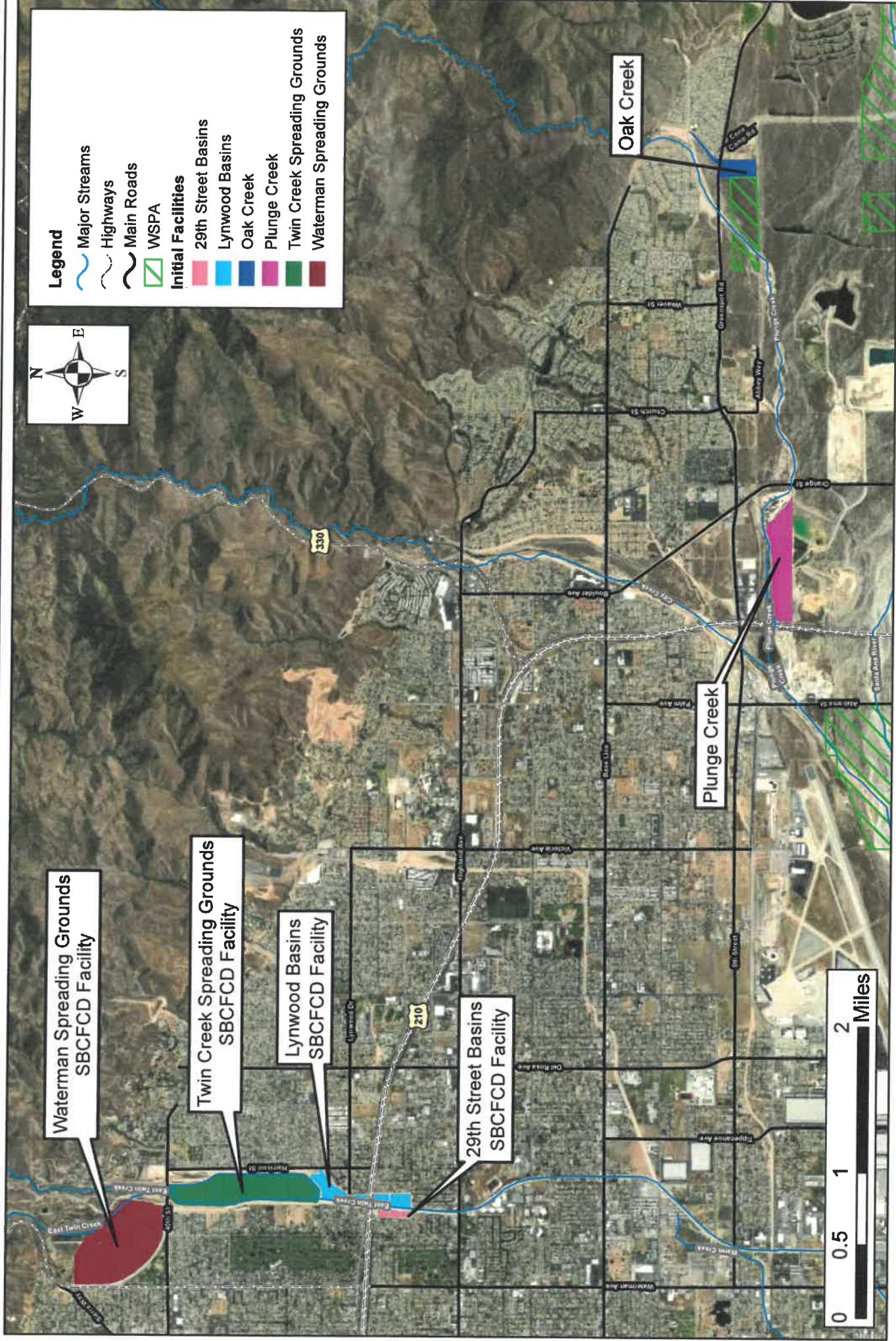
By:   
Sophie A. Akins  
Deputy County Counsel

# Exhibit 1: Initial Facility Study Area Planning MOU SBCFCD and SBVWCD

Coordinate System:  
NAD 1983 StatePlane California V FIPS 0405 Feet  
Projection: Lambert Conformal Conic  
Datum: North American 1983  
Source: SBVWCD, CASIL, SBVWWD  
GIS Contact: Katelyn Scholle  
M:\Active Recharge\SBCFCD.MOU Maps  
November 4, 2020



**San Bernardino Valley  
Water Conservation District**  
Helping Nature Store Our Water



### Legend

- Major Streams
  - Highways
  - Main Roads
  - WSPA
- ### Initial Facilities
- 29th Street Basins
  - Lynwood Basins
  - Oak Creek
  - Plunge Creek
  - Twin Creek Spreading Grounds
  - Waterman Spreading Grounds



Waterman Spreading Grounds  
SBCFCD Facility

Twin Creek Spreading Grounds  
SBCFCD Facility

Lynwood Basins  
SBCFCD Facility

29th Street Basins  
SBCFCD Facility

Plunge Creek

Oak Creek

## Quick Guide to Fontana Settlement Agreement Amendments

This document summarizes the changes made to the Settlement Agreement dated September 12, 2018 between Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District (“Valley District”), Defendants and Cross-Complainants Fontana Union Water Company, San Gabriel Valley Water Company, and Fontana Water Company (collectively, “Fontana”), and Intervenor-Defendant Cucamonga Valley Water District, as amended by subsequent settlement agreements with Plaintiffs and Cross-Defendants West Valley Water District (“West Valley”), the City of Colton (“Colton”), and the City of Rialto (“Rialto”).

### **Recitals**

CHANGE	EXPLANATION
Terminology ¶ C	West Valley, Colton, and Rialto are no longer “Non-Settling Plaintiffs,” but simply “Parties.”
Operative Complaint ¶ D	As for West Valley, Colton, and Rialto, the current operative complaint is the Third Amended Complaint (Nov. 2, 2018). As for Valley District, the current operative complaint is still the Second Amended Complaint (Nov. 24, 2014).
Operative Cross-Complaint ¶ J	As to West Valley, Colton, and Rialto, the current operative cross-complaint is the Second Amended Verified Cross-Complaint (Nov. 14, 2018), which added the 11th cause of action: Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto, and West Valley Water District. As for Valley District though, the current operative cross-complaint is still the First Amended Verified Cross-Complaint (Mar. 27, 2015).

### **Dismissal**

CHANGE	EXPLANATION
Payments	In full settlement of all of West Valley’s, Colton’s, and Rialto’s claims in the Litigation, Fontana will cause their insurer Arch Insurance Co. to pay \$3M to each party, within 30 days after full execution of the Amendments, and will provide a federal W-2 tax form to each party.  But in the event that Arch and Fontana Parties reach an agreement with Rialto, before trial, for more than \$3M, then Arch shall pay to each West Valley and Colton the difference.
Releases ¶ 5	The releases include all claims contained in Plaintiff’s Third Amended Complaint and Fontana Parties’ Second Amended Verified Cross-Complaint.  The releases on behalf of West Valley, Colton, and Rialto are unconditional, severable from the other provisions of the Settlement Agreement, and shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as West Valley, Colton, and Rialto each receive their \$3M.
Stipulation for Dismissal ¶ 10	The Fontana’s counsel will prepare and send to Valley District, West Valley, Colton, and Rialto’s counsel a stipulation for dismissal, with prejudice, of the claims and cross-claims asserted by the parties. All parties shall promptly execute and Fontana shall promptly file the stipulation with a request for the court to retain jurisdiction.
Retention of Jurisdiction ¶ 10	The stipulation for dismissal will request that the Court retain jurisdiction over the Parties to enforce the settlement agreement, as amended, pursuant to CCP § 664.6. All Parties shall promptly execute and Fontana shall promptly file the request.

## Quick Guide to Fontana Settlement Agreement Amendments

### **Other Agreements**

CHANGE	EXPLANATION
Preliminary Injunction former ¶ 3(f), now ¶ 3.1	All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the preliminary injunction issued by San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders (as in the original Settlement Agreement), until the parties agree otherwise.
Groundwater Council	Within one year of the execution of the Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin. Within 5 years, the Council will conduct studies, modeling runs, and other analyses necessary to develop a plan for sustainable management. It will have the authority to require the parties (except for Valley District) to contribute their fair share towards development of the plan and beneficial projects.
Groundwater Management Plan ¶ 3 (l)	The parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including – if the Parties and other public water suppliers extracting water from the Basin agree – an operating safe yield, a new index well regime, and/or other management tools (e.g. ability to overproduce in any year, subject to replenishment), which may be included in an amended Decree.
Replenishment Accounts ¶ 2(h)-(j)	<p>Valley District will set up and maintain five separate accounts, one each for: (1) Defendants, (2) West Valley, (3) Colton, (4) Rialto, and (5) a general replenishment account. Valley District will disburse limited amounts of money to fund projects that benefit groundwater management in the Rialto Basin.</p> <p>If any party settles with Fontana, they have the option of a replenishment credit account funded either at \$6M for Rialto, \$4M for Colton, or \$3M for West Valley or Defendants OR funded at 37.5% of that amount to be paid within 90 days of the execution of the amendment (provided they request it within 60 days).</p>
Penalties for Overpumping	<p>If a party exceeds its pumping allocation for the water year, it shall pay Valley District to acquire replacement water according to section 3(j) of the settlement agreement.</p> <p>If a party exceeds its pumping allocation by 10% and fails to abide by 3(j), then the party must pay \$10,000 per acre-foot for water over the 110% of the allocation to the general replenishment account.</p>

### **Notice**

¶ 11(q)

In addition to the contacts listed in the Settlement Agreement, the following parties shall receive all notices, requests, demands or other communications required or permitted under the Settlement Agreement:

Clarence Mansell  
General Manager  
West Valley Water District  
855 W. Base Line Road  
Rialto, CA 92376

David X. Kolk, Ph.D.  
Utilities and Public Works  
Director  
650 N. La Cadena Ave  
Colton, CA 92324

City Administrator  
City of Rialto  
150 So. Palm Ave.  
Rialto, CA 92376

Robert Tafoya, Esq.  
Tafoya & Garcia  
316 West 2nd Street, suite 1000  
Los Angeles, CA 90012

Geralyn Skapik, Esq.  
5861 Pine Ave., suite A-1  
Chino Hills, CA 91709

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into and effective this 12th day of September, 2018 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District (“**Valley District**”) and Defendants and Cross-Complainants Fontana Union Water Company (“**Fontana Union**”), San Gabriel Valley Water Company, a California Corporation (“**San Gabriel**”), and Fontana Water Company, a division of San Gabriel (collectively, “**Fontana Parties**”), and Intervenor-Defendant Cucamonga Valley Water District (“**Cucamonga**”). Each of the Parties to this Agreement is sometimes referred to as a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

### Recitals

- A. The Parties are all committed to sustainable groundwater management principles. In furtherance of those important principles, the Parties will implement the specific sustainable groundwater practices and principles expressly set forth in this Agreement. In addition, the Parties are committed to cooperating and collaborating with other water producers, including but not limited to the Non-Settling Plaintiffs as defined below, on additional groundwater sustainability measures, including replenishing the Lytle Creek, Rialto-Colton, and Rialto Basins, as well as the San Bernardino Basin Area, and establishing one or more groundwater sustainability councils to promote reliable water supplies for the beneficial use of the customers they serve.
- B. The Parties have been engaged in litigation involving groundwater rights, groundwater management, and related matters entitled *San Bernardino Valley Municipal Water District et al., v. San Gabriel Valley Water Company et al.*, Case No. CIVDS 1311085, San Bernardino Superior Court (the “**Litigation**” as used in this Agreement includes all claims that were or could have been alleged therein.).
- C. Valley District together with Plaintiffs West Valley Water District (“**West Valley**”), City of Colton (“**Colton**”) and City of Rialto (“**Rialto**”) (West Valley, Colton and Rialto are collectively the “**Non-Settling Plaintiffs**”) filed a complaint in the Superior Court of California for the County of San Bernardino on September 12, 2013 against the Fontana Parties.
- D. The currently operative complaint is the Second Amended Complaint filed on November 24, 2014. In the Second Amended Complaint, Valley District asserts six constitutional, equitable and statutory claims concerning the Fontana Parties’ groundwater rights and extractions from the Rialto-Colton Basin, including claims arising out of the court decree dated December 22, 1961 (the “**1961 Decree**”) in the case *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin, which is defined therein as the “**Rialto Basin.**” The claims also concern the Fontana Parties’ pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree, referred to as the “**Paper Gap**” in the Second Amended Complaint, and referred to herein as “**No Man’s Land.**”

- E. Valley District also asserts claims concerning the Fontana Parties' pumping from the Lytle Creek region of the San Bernardino Basin Area.
- F. The Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree.
- G. The San Bernardino Basin Area and most but not all of the Rialto-Colton Basin are located within the service area of Valley District. A map of the groundwater basins at issue in the Litigation is attached to the Agreement as Exhibit A.
- H. On December 30, 2014, Cucamonga served a Complaint in Intervention as a Defendant-Intervenor in the action.
- I. On December 8, 2014, the Fontana Parties filed a Verified Cross-Complaint against Valley District and the other Plaintiffs.
- J. The currently operative cross-complaint is the First Amended Verified Cross-Complaint filed on March 27, 2015. The Fontana Parties assert the First, Third, Fourth, Fifth and Sixth Causes of Action against Valley District and the other Plaintiffs for legal, declaratory, and equitable relief concerning their water rights and pumping from the Rialto-Colton Basin, from "No Man's Land," and from the San Bernardino Basin Area. The Fontana Parties also assert claims directly against only Rialto and Valley District for breach of contract and other legal, equitable, and statutory grounds, alleging wrongful activities related to Cross-Defendants' groundwater pumping and sales.
- K. The Parties hereto deny and dispute each and all of the claims and cross-claims against them.
- L. The Parties now wish to settle and resolve all claims arising out of the Litigation and to promote sustainable management of groundwater in the Rialto and Rialto-Colton Basins and in the San Bernardino Basin Area, including the Lytle Creek Basin, by means of this Agreement, as follows:

#### Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Incorporation of Recitals*

The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. *Replenishment and Sustainability Assessment*

- a. Upon execution of this Agreement, the Fontana Parties may apply to become members of the Groundwater Council for the San Bernardino Basin Area. If the Fontana Parties choose to seek to join the Groundwater Council, Valley District will promptly support that request in writing. The Parties also agree that, if there



are other management groups where the Fontana Parties have not been included due, in part, to the Litigation, they may apply to join those groups and Valley District will support their participation in those groups.

- b. No later than each February 1, the Fontana Parties will pay Valley District an annual Replenishment and Sustainability Assessment on water that the Fontana Parties produced in the prior calendar year from the Lytle Creek region of the San Bernardino Basin Area commencing upon the effective date of this Agreement. The Replenishment and Sustainability Assessment will start at \$127.90 per acre-foot and will be indexed to percentage increases in Metropolitan Water District of Southern California's Tier I Untreated Water rate, or the equivalent.
- c. Valley District shall use the proceeds of the Replenishment and Sustainability Assessment, save for an amount needed to satisfy the Fontana Parties' pro rata share of the groundwater sustainability charge for the San Bernardino Basin Area pursuant to the San Bernardino Basin Groundwater Council Framework Agreement, dated February 23, 2018 or any successor agreement, to obtain replenishment water for delivery to the Rialto Basin in an amount of 61,000 acre-feet, which fulfills all of the Parties' requirements for the replenishment of the Rialto Basin as determined by Valley District. Valley District shall apply these funds to cover all of its direct costs incurred in obtaining and delivering such replenishment water, including, without limitation, acquisition and transportation costs, facility costs (capital and operation/maintenance), and any similar direct costs incurred as part of the actions (but not including staff time, overhead or salaries/benefits) needed to accomplish the replenishment. Valley District may accomplish the replenishment by means of exchanges, in-lieu recharge of the Rialto Basin, direct recharge of that Basin, direct deliveries to the Fontana Parties, or other means reasonably acceptable to the Parties. By agreeing to the Replenishment and Sustainability Assessments in this Agreement, the Fontana Parties do not admit that they are legally obligated to replenish the Rialto Basin.
- d. Valley District agrees that it will use its best efforts to obtain such replenishment water in a timely basis at the lowest cost, recognizing that the timing of the purchase of water will be at the reasonable discretion of Valley District. At no time shall Valley District purchase water at a rate greater than the then-current Metropolitan Water District of Southern California's Tier II Untreated Water rate or equivalent. Within 30 days after each such purchase of replenishment water, Valley District will account to the Fontana Parties in a statement specifying the seller, the amount of water purchased, the price and other anticipated direct costs of purchase and replenishment. The Parties will cooperate, together with the Non-Settling Plaintiffs, regarding such purchases and regarding the timing, location, and manner in which the purchased water will be replenished to the Basin.
- e. Valley District shall provide notice to the other Parties during the calendar year in which Valley District anticipates that it will complete the replenishment as provided in this Agreement of 61,000 acre-feet into the Rialto Basin and shall convene a meeting to determine whether or not to modify the Replenishment and

Sustainability Assessment rate for water extracted by the Fontana Parties from the Lytle Creek region of the San Bernardino Basin Area.

- f. Upon achieving the replenishment described in subparagraph [c] above, Valley District agrees to dedicate the proceeds of the Replenishment and Sustainability Assessment on a regional basis to fund water supply projects that benefit the Rialto Basin and/or the Lytle Creek region of the San Bernardino Basin Area. Such regional projects may include, but are not limited to, the importation of water, the development of spreading basins and other facilities to capture local stormwater runoff, and other projects that Valley District, acting in cooperation and in conjunction with other agencies, may deem appropriate to enhance water supply reliability for all public water suppliers in the Rialto Basin and/or the Lytle Creek region of the San Bernardino Basin Area.
- g. The Parties shall rely on the following principles in determining whether or not, and if so, how to modify the rate charged for water extracted by the Fontana Parties from the Lytle Creek region of the San Bernardino Basin Area, provided that the rate shall not exceed the then-current indexed rate identified in paragraph 2(b) above:
  - i. Valley District, acting in cooperation and in conjunction with other agencies that extract water from the Rialto Basin, will seek to purchase water at the lowest possible cost for recharge in the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin and to support the long-term sustainability, reliability, and reasonable and beneficial use of groundwater extractions from the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin.
  - ii. Valley District, acting in cooperation with other agencies that extract water from the Rialto Basin and the Lytle Creek region of the San Bernardino Basin Area, will develop, permit, fund and construct such facilities (or improvements to existing facilities) that may be necessary or useful to ensure that the Parties and other agencies that extract water from the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin have a reliable and sustainable water supply for their respective customers.
  - iii. The Parties agree that the long-term sustainable management of the San Bernardino Basin Area (including but not limited to the Lytle Creek Basin) and the Rialto Basin shall not cause stranded assets and shall attempt to maximize the water supplies available to all parties extracting water from those Basins.

3. *Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin*

The Parties agree to the following principles for enhanced and sustainable groundwater management of the Rialto-Colton Basin, consistent with the constitutional requirement to put all water to reasonable and beneficial use. The Parties will undertake to work

cooperatively with, and will encourage, other public water suppliers in that Basin to adopt these principles as the basis for a long-term cooperative, enhanced, and sustainable groundwater management agreement to be included in an amended 1961 Decree that will promote and assure sustainable groundwater supplies.

- a. Sustainable groundwater management of the Rialto-Colton Basin shall not cause stranded assets and shall attempt to maximize the water supplies available to all public water suppliers extracting water from the Basin.
- b. The Parties agree that they will respect the boundary between Valley District and the Metropolitan Water District of Southern California and will work cooperatively together to ensure that all water for which there is a legal obligation to pay when it moves across that boundary is charged at the rate applicable to such water.
- c. The Parties agree to develop accounting principles to ensure that all Parties' use and movement of water fully complies with the terms of this Agreement.
- d. For all of the Parties' pumping pursuant to the 1961 Decree and from No Man's Land, any pumping curtailment for a given year will take effect in the month following the notice of the measurement of the spring high index well levels and remain in effect until modified by the notice of the measurement of the following year's spring high index well levels.
- e. The Fontana Parties may, without objection from Valley District, extract 5,014 acre-feet/year from wells located in No Man's Land (as shown on the map attached hereto as Exhibit A). Such extraction allocation may be combined with and also may be utilized together with the Fontana Parties' pumping allocation from wells within the Rialto Basin that was established pursuant to the 1961 Decree. The Parties agree to work with the Non-Settling Parties to develop a management plan that would evaluate and address the extractions from wells outside the Rialto Basin by Non-Settling Parties that may significantly affect the Rialto Basin. All wells and extractions discussed in this subsection shall be subject to and governed by the provisions of the 1961 Decree, including without limitation by paragraph 7 of the 1961 Decree.
- f. All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders.
- g. Valley District, using funds from the Fontana Parties and other public water suppliers from the Rialto Basin, shall seek to purchase water for importation into the Rialto Basin that will enable all public water suppliers using the Rialto Basin to extract the water needed by their customers in their respective service areas each year on a sustainable basis, *provided that* Valley District shall select projects or replenishment locations to reflect the Parties' respective payments towards such replenishment.

- h. To facilitate such long-term sustainable and reliable use of the Rialto Basin, the Parties intend to create a water market so that any public water supplier that does not need to use its entire allocation from the Rialto Basin in a given year may lease the unused allocation to another public water supplier, under terms and conditions established by those parties, *provided that* all such arrangements must be consistent with this Agreement and all water provided directly or indirectly by Valley District that is delivered outside of Valley District's service area shall be replaced at the appropriate full-cost rate of either the Metropolitan Water District of Southern California or Valley District, which cost shall be solely borne by the party receiving the water.
- i. The Parties support and encourage the importation of water to serve multiple purposes, specifically:
  - i. Replenishing the Rialto Basin in an amount of 61,000 acre-feet for the reasons and in the manner described in paragraph [2] above.
  - ii. To allow all parties that extract water from the Rialto Basin to meet the reasonable and beneficial demands of their respective customers.
  - iii. Providing replenishment of the Rialto Basin to ensure the sustainability of water extractions from the Rialto Basin, which includes the importation of water to moderate the hydrologic cycle on both an intra-annual and a long-term basis.
- j. Any party to the 1961 Decree may lease or purchase unused water rights from any other party to the 1961 Decree on terms mutually acceptable to those parties, *provided that* any such lease or purchase shall be consistent with the terms of this Settlement Agreement. If any party to the 1961 Decree extracts in the future more water than it is entitled to extract (such entitlement shall include any future water rights acquired by lease or purchase) in any given year, then that party shall pay Valley District within 12 months thereafter to acquire replacement water. Valley District will acquire such replacement water in a manner and at a time that minimizes its cost; provided, however, that the quantity of such additional extractions and replacement water by all parties to the 1961 Decree in any given year shall not be greater than ten percent (10%) of Valley District's annual Rialto Basin recharge capacity for that year unless a greater amount is authorized by or under the authority of Valley District's General Manager.
- k. The Parties will jointly seek concurrence from the parties to the 1961 Decree to modify that Decree to utilize a calendar year rather than an October 1 through September 30 water year.
- l. The Parties are willing to develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater

management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree.

4. *Valley District Sales of Water to San Gabriel*

- a. Upon placement of an order per Resolution 888, Valley District will deliver State Water Project water which San Gabriel prepaid and pre-purchased from Valley District from January 2003 through June 2006.
- b. Upon placement of an order per Resolution 888, Valley District will fulfill its duties pursuant to the Mutual Assistance Letter agreement dated August 4, 2008 between Valley District, Metropolitan Water District of Southern California, and Inland Empire Utilities Agency (IEUA) for delivery of State Water Project water to San Gabriel through IEUA's CB19 connection.
- c. Upon placement of an order per Resolution 888, Valley District and San Gabriel will promptly activate their existing physical connection to enable San Gabriel to take delivery of State Water Project water for delivery through San Gabriel's system to its customers (1) in Valley District's territory at Valley District's in-district rate, and (2) in IEUA's territory with IEUA's and Metropolitan Water District of Southern California's concurrence and at IEUA's Tier I water rate.

5. *Release*

The Parties, and each of them, on behalf of themselves, and each of their respective past and present subsidiaries, parents, successors and predecessors, affiliates, related entities and divisions, partners, members, principals, associates, directors, managing or other agents, management personnel, officers, directors, shareholders, administrators, servants, employees, staff, attorneys, consultants, advisors, accountants, insurers, representatives, heirs and assigns and on behalf of any person or entity who may claim by or through them (all collectively, "**Associated Parties**"), hereby release, discharge, and agree not to sue each other and each other's Associated Parties, from any and all liabilities, claims, causes of action, obligations, demands, losses, damages, costs or expenses of any kind or nature whatsoever, past or present, ascertained or unascertained, known or unknown, suspected or unsuspected, claimed or unclaimed, which they have, or have ever had, by virtue of any act, omission, reason, cause or thing arising from or related to the Litigation, i.e., the claims contained in the Plaintiffs' Second Amended Complaint and the Fontana Parties' First Amended Cross-Complaint.

In addition, Valley District hereby releases the Fontana Parties from all future claims that Valley District may make: (1) based on any provision of either the Orange County Judgment or the Western Judgment that imposes limits or restrictions on the Fontana Parties' Lytle Creek water rights, and (2) for alleged damages caused by the Fontana Parties' export of Lytle Creek water from the SBBA. These releases of future claims are expressly conditioned on the Fontana Parties' diversions, extractions, and deliveries pursuant to such water rights being consistent with the terms of this Agreement, including but not limited to the Replenishment and Sustainability Assessment provisions of Section 2 of this Agreement.

None of the foregoing releases shall be construed to release a Party's future claim that another party has violated the terms of this Agreement or to preclude any party's future enforcement of the terms of this Agreement.

6. *Use of the Term Assessment*

The Parties' use herein of the term "assessment" to describe payments made under this Agreement is not intended by the Parties to bring such payments within the scope of Article XIII C of the California Constitution, the Municipal Water District Law (California Water Code sections 71000 *et seq.*) nor any other legal requirement associated with "assessments."

7. *Agreement re Use of Recalibrated Model*

The Parties agree to limit use of the 2018 Recalibrated Rialto-Colton Basin Groundwater Model, which was developed by Geoscience and other parties and consultants (the "Model"), as follows:

- a. The Model may not be used in any litigation or administrative proceedings in a manner adverse to any Party hereto. The Parties hereto reserve and do not waive any of their claims of privilege or other objections to the use of the Model in the Litigation by any Non-Settling Plaintiffs. Notwithstanding the April 6, 2016 Agreement to Protect Confidentiality of Communications in Settlement Negotiations, the Parties hereto may use any version of the Model in litigation or administrative proceedings against other parties, or for other purposes, so long as it is not used against any of the Parties hereto.
- b. Specifically, the Parties agree not to object to use of the Model as follows: (a) in connection with efforts by the United States Environmental Protection Agency and other parties to remediate groundwater contamination in any groundwater basin, (b) in support of Valley District's development of the Santa Ana River Watershed Integrated Model, and (c) in connection with any Party's groundwater recharge and other groundwater management plans and projects. Nothing herein is intended to preclude any use of the Santa Ana River Watershed Integrated Model.

8. *No Admissions*

The Parties agree that California Evidence Code sections 1152 and 1154, and Federal Rule of Evidence 408, render this Agreement inadmissible as evidence against any of the Parties in any adjudicative or quasi-adjudicative proceeding, except that either Party may offer this Agreement as evidence in an action that seeks to compel the other Party to perform its obligations under this Agreement. This Agreement may also be admitted to prove that the Fontana Parties have agreed to adequate replenishment of the Rialto Basin. Nothing in this Settlement Agreement admits or shall be construed as admitting any wrongdoing by any Party. In particular, and without limiting the generality of the preceding sentence, the Fontana Parties do not admit that they violated the 1961 Decree.

9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

10. *Dismissal of the Action*

Within five (5) business days of execution by all Parties, Valley District's counsel shall prepare and send to the Fontana Parties' counsel a Stipulation for Dismissal, with prejudice, of the claims and cross-claims asserted by Valley District and the Fontana Parties against each other. Within five (5) business days of receiving Fontana Parties' counsel's signature (or permission to use an e-signature), Valley District's counsel shall file the Stipulation for Dismissal with the Court. The Parties agree to seek judicial approval of this Agreement.

11. *General Provisions*

- a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
- c. *Civil Code Section 1542 Waiver.* The Parties expressly waive the rights provided under California Civil Code Section 1542, which states that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.**

The Parties understand the significance and consequences of this California Civil Code Section 1542 waiver, they assume the risk of any unknown facts and claims released by this Agreement, and they hereby assume full responsibility for any damages or losses covered by this waiver.

Initials: MB \_\_\_\_\_

- d. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

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The Parties understand the significance and consequences of this California Civil Code Section 1542 waiver, they assume the risk of any unknown facts and claims released by this Agreement, and they hereby assume full responsibility for any damages or losses covered by this waiver.

Initials: \_\_\_\_\_

- d. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.



9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

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Within five (5) business days of execution by all Parties, Valley District's counsel shall prepare and send to the Fontana Parties' counsel a Stipulation for Dismissal, with prejudice, of the claims and cross-claims asserted by Valley District and the Fontana Parties against each other. Within five (5) business days of receiving Fontana Parties' counsel's signature (or permission to use an e-signature), Valley District's counsel shall file the Stipulation for Dismissal with the Court. The Parties agree to seek judicial approval of this Agreement.

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The Parties understand the significance and consequences of this California Civil Code Section 1542 waiver, they assume the risk of any unknown facts and claims released by this Agreement, and they hereby assume full responsibility for any damages or losses covered by this waiver.

Initials: \_\_\_\_\_



- d. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

- e. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- f. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- g. *Entire Agreement.* This Agreement constitutes the entire and final agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
- h. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.
- i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement. Oral waivers shall not be permitted or valid.
- j. *Warranty.* Each Party hereto warrants and represents that it has the power and authority to settle and release claims as set forth herein, and that its signatory is duly authorized and empowered to sign this Agreement on its behalf. Each party further warrants that it has been represented by legal counsel in the negotiation and drafting of this Agreement. This Agreement is the result of a negotiated compromise and was jointly drafted by the Parties.
- k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement. The Parties further agree to take no action that would frustrate the purposes of this Agreement.
- l. *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- m. *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- n. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

- o. *Non-Reliance.* The Parties represent, warrant, agree, and shall be forever estopped to deny each of the following:
- i. That no adverse party or attorney has made, nor have the Parties relied upon, any promise, representation or warranty whatsoever, express or implied, which is not contained herein, to induce them to execute this Agreement;
  - ii. That they have read and understand this Agreement;
  - iii. That the Parties are the sole owners of all claims and causes of action that they have asserted in this lawsuit, and that they have never assigned or transferred any of said claims or causes of action to any other party;
  - iv. That the Parties and their attorneys have made such investigation as they deem necessary of the facts and law pertaining to this Agreement and the value of the consideration and the claims being released hereby; and
  - v. That if they subsequently discover that any fact relied upon by them in entering into this Agreement was untrue, that any facts were concealed from them, or that their understanding of the facts or law or the terms of this Agreement was in any way incorrect, they shall still not be entitled to set aside this Agreement and the above releases.
- p. *Cooperation.* The Parties will cooperate and coordinate all public announcements relating to this Agreement.
- q. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408

With a copy to:  
David Aladjem  
Downey Brand LLP  
621 Capitol Mall, 18th Floor  
Sacramento, CA 95814

President  
San Gabriel Valley Water Company  
11142 Garvey Avenue  
El Monte, CA 91733

With a copy to:  
T. J. Ryan  
Vice President and General Counsel  
San Gabriel Valley Water Company  
11142 Garvey Avenue  
El Monte, CA 91733

General Manager  
Fontana Water Company  
15966 Arrow Route  
Fontana, CA 92335

With a copy to:  
T. J. Ryan  
Vice President and General Counsel  
San Gabriel Valley Water Company  
11142 Garvey Avenue  
El Monte, CA 91733

President  
Fontana Union Water Company  
15966 Arrow Route  
Fontana, CA 92335

With a copy to:  
Thomas H. McPeters, Esq.  
700 E. Redlands Boulevard, Suite U-297  
Redlands, CA 92373-6109

General Manager  
Cucamonga Valley Water District  
10440 Ashford St.  
Rancho Cucamonga, CA 91730-2799

With a copy to:  
Thomas S. Bunn III  
Lagerlof, Senecal, Gosney & Kruse  
301 N Lake Av Ste 1000  
Pasadena, CA 91101-5123

Dated: September 12, 2018

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

By:   
Mark Bulot  
Board President

Dated: September 12, 2018

Approved As To Form:

By:   
David R.E. Aladjem  
Special Counsel

Dated: September \_\_\_\_, 2018

**SAN GABRIEL VALLEY WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer

Dated: September \_\_\_\_, 2018

Approved As To Form:

By: \_\_\_\_\_  
Frederic A. Fudacz  
Nossaman LLP

Dated: September \_\_\_\_, 2018

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President

Dated: September \_\_, 2018

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

By: \_\_\_\_\_  
Mark Bulot  
Board President

Dated: September \_\_, 2018

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

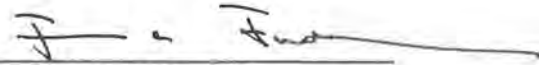
Dated: September 12, 2018

**SAN GABRIEL VALLEY WATER COMPANY**

By:   
Michael L. Whitehead  
Chief Executive Officer

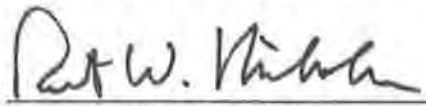
Dated: September \_\_, 2018

Approved As To Form:

By:   
Frederic A. Fudacz  
Nossaman LLP

Dated: September 12, 2018

**FONTANA WATER COMPANY**

By:   
Robert W. Nicholson  
President

Dated: September 13, 2018

Approved As To Form:

By: 

Frederic A. Fudacz  
Nossaman LLP

Dated: September \_\_, 2018

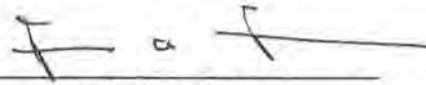
**FONTANA UNION WATER COMPANY**

By: 

Martin E. Zvirbulis  
President

Dated: September 13, 2018

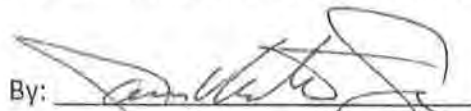
Approved As To Form:

By: 

Frederic A. Fudacz  
Nossaman LLP

Dated: September \_\_, 2018

**CUCAMONGA VALLEY WATER DISTRICT**

By: 

James V. Curatalo, Jr.  
President

Dated: September \_\_, 2018

Approved As To Form:

By: \_\_\_\_\_

Thomas S. Bunn III  
Special Counsel

Dated: September \_\_, 2018

Approved As To Form:

By: \_\_\_\_\_

Frederic A. Fudacz  
Nossaman LLP

Dated: September \_\_, 2018

**FONTANA UNION WATER COMPANY**

By: \_\_\_\_\_

Martin E. Zvirbulis  
President

Dated: September \_\_, 2018

Approved As To Form:

By: \_\_\_\_\_

Frederic A. Fudacz  
Nossaman LLP

Dated: September \_\_, 2018

**CUCAMONGA VALLEY WATER DISTRICT**

By: \_\_\_\_\_

James V. Curatalo, Jr.  
President

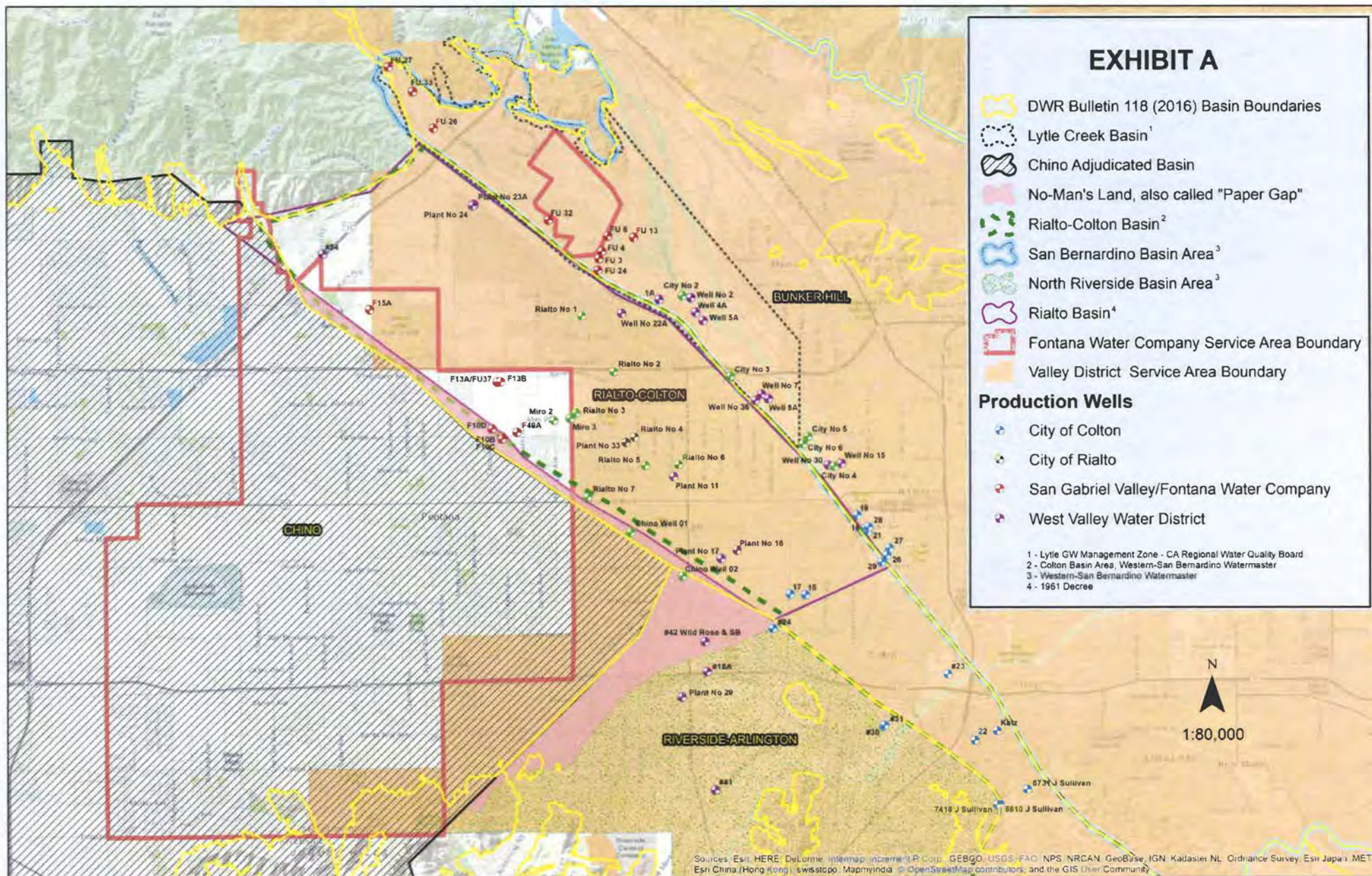
Dated: September 12, 2018

Approved As To Form:

By: Thomas S. Bunn III

Thomas S. Bunn III  
Special Counsel





## COLTON AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to the Settlement Agreement dated September 12, 2018 ("**Settlement Agreement**") is entered into and effective this \_\_\_ day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and City of Colton ("**Colton**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

### Recitals

- A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement.
- B. Colton now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein.

### Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

Colton accepts and agrees to the Recitals, definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals.*

Recital C of the Settlement Agreement is hereby amended to include Colton among the "Parties" and exclude it from the "Non-Settling Plaintiffs."

Recital D of the Settlement Agreement is hereby amended to add at the end: "As for Colton, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

Recital F is hereby amended to state: "Colton and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree."

Recital J is hereby amended to add at the end: "As for Colton, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11<sup>th</sup> Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to Colton.*

a. In full settlement of all of Colton's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay Colton the total sum of \$3 million within 30 days after full execution of this Amendment and Colton providing a federal W-9 tax form for its designated payee.

b. In the event that Arch and the Fontana Parties reach an agreement with Rialto, before trial, that results in a payment by Arch to Rialto that exceeds \$3 million, then Arch shall pay Colton the difference between the amount paid to Rialto and the \$3 million.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:

"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:

"This release on behalf of Colton is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as Colton receives the \$3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:

"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for Colton and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by Colton and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipients for Colton:

David X. Kolk, Ph.D.  
Utilities and Public Works Director  
650 N. La Cadena Ave

Colton, CA 92324  
and  
Utilities Director  
650 N. La Cadena Ave  
Colton, CA 92324

With a copy to:  
Geraldyn Skapik, Esq.  
5861 Pine Ave., suite A-1  
Chino Hills, CA 91709

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following:  
"The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of \$10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for the City of Colton, one each for West Valley and Rialto if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants, Colton, West Valley, and Rialto who settles with the Fontana Parties shall have the option of a replenishment credit account that will be funded either: (i) in the following amounts to be paid upon the completion of the 61,000 acre-feet of replenishment per §2(c) of the Settlement Agreement: Rialto \$6 million, Colton \$4 million, West Valley \$3 million, Defendants \$3 million; or (ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the execution of this

Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of these accounts shall be administered by Valley District and shall be limited in their disbursements to projects that benefit groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree. The Groundwater Council shall:

a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and

b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin.

12. *General Provisions.*

a. By signing this Amendment, Colton will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment.

b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.

Dated: February\_\_\_\_, 2019

**City of Colton**

By: \_\_\_\_\_

William Smith  
City Manager

Dated: February\_\_\_\_, 2019

Approved As To Form:

By: \_\_\_\_\_

Geralyn Skapik

Special Counsel

Dated: February \_\_\_\_, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
Board President

Dated: February \_\_\_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

Dated: February \_\_\_\_, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer

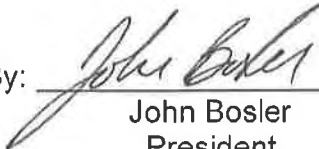
Dated: February \_\_\_\_, 2019

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President


Dated: February \_\_\_\_, 2019

**FONTANA UNION WATER COMPANY**

By:  \_\_\_\_\_  
John Bosler  
President

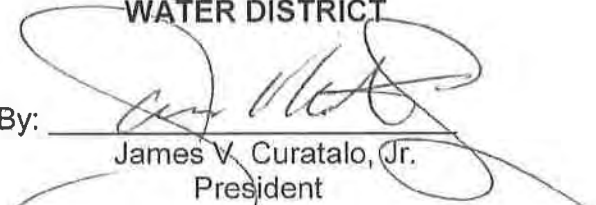
Dated: February 19, 2019

Approved As To Form:

By:   
Frederic A. Fudacz  
Nossaman LLP


Dated: February \_\_, 2019

**CUCAMONGA VALLEY  
WATER DISTRICT**

By:   
James V. Curatalo, Jr.  
President

Dated: February 14, 2019

Approved As To Form:

By:   
Thomas S. Bunn III  
Special Counsel

Special Counsel

Dated: February 21, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: Paul R. Kielhold  
Paul R. Kielhold  
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: David R.E. Aladjem  
David R.E. Aladjem  
Special Counsel

Dated: February 7, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: Michael L. Whitehead  
Michael L. Whitehead  
Chief Executive Officer

Dated: February 7, 2019

**FONTANA WATER COMPANY**

By: Robert W. Nicholson  
Robert W. Nicholson  
President

Dated: February     , 2019

**FONTANA UNION WATER COMPANY**

By: \_\_\_\_\_  
John Bosler  
President



## RIALTO AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to the Settlement Agreement dated September 12, 2018 (“**Amendment**”) is entered into and effective this 12<sup>th</sup> day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District (“**Valley District**”) and City of Rialto (“**Rialto**”) and Defendants and Cross-Complainants Fontana Union Water Company (“**Fontana Union**”), San Gabriel Valley Water Company, a California Corporation (“**San Gabriel**”), and Fontana Water Company, a division of San Gabriel (collectively, “**Fontana Parties**” or “**Defendants**”), and Intervenor-Defendant Cucamonga Valley Water District (“**Cucamonga**”). Each of the Parties to this Agreement is sometimes referred to as a “**Party**” and are collectively sometimes referred to as the “**Parties**.”

### Recitals

- A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement in the litigation styled *San Bernardino Valley Municipal Water District et al v. San Gabriel Water Company et al.*, Case No. CIVDS 1311085, San Bernardino County Superior Court (“**Litigation**”) (“**Settlement Agreement**”). A copy of that Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference as is set forth in full.
- B. Rialto now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein. As such, the Parties have negotiated modifications to the Settlement Agreement as set forth below.

### Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

The Parties accept and agree to the Recitals, Definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals.*

Recital C of the Settlement Agreement is hereby amended to include Rialto among the “Parties” and exclude it from the “Non-Settling Plaintiffs.”

Recital D of the Settlement Agreement is hereby amended to add at the end: “As for Rialto, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

Recital F is hereby amended to state: “Rialto and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree.”

Recital J is hereby amended to add at the end: "As for Rialto, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11<sup>th</sup> Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to Rialto.*

In full settlement of all of Rialto's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay Rialto the total sum of \$3 million within 30 days after full execution of this Amendment and Rialto providing a federal W-9 tax form for its designated payee.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:

"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, unless and until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:

"Such releases also include all claims contained in Plaintiffs' Third Amended Complaint and Fontana Parties' Second Amended Verified Cross-Complaint. This release on behalf of Rialto is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as Rialto receives the \$3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:

"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for Rialto and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by Rialto and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipient for Rialto:

City Administrator  
City of Rialto  
150 So. Palm Ave.  
Rialto, CA 92376

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following:  
"The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of \$10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for Rialto, and one each for Colton and West Valley if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants and for Colton, West Valley, and Rialto, if either party settles with the Fontana Parties, shall have the option of a replenishment credit account that will be funded either:  
(i) in the following amounts to be paid upon the completion of the 61,000 acre-feet of replenishment per §2(c) of the Settlement Agreement: Rialto \$6 million, Colton \$4 million, West Valley \$3 million, Defendants \$3 million; or  
(ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the execution of this Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of the accounts described in paragraphs h and i shall be administered by Valley District and shall be limited in their disbursements to projects that benefit

groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree, with each member having one vote. The Groundwater Council shall:

- a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and
- b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin, as defined in the basin map attached to the Settlement Agreement as Attachment A.

12. *General Provisions.*

a. By signing this Amendment, Rialto will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment including, but not limited to the Civil Code section 1542 Waiver, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.
- c. This Amendment may be signed in counterparts.

Dated: February 21, 2019


CITY OF RIALTO

By: 

Deborah Robertson  
Mayor

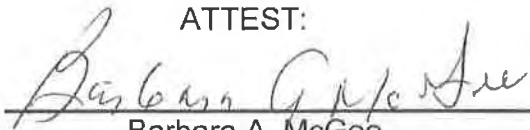
Dated: February 19, 2019

Approved As To Form:

By:   
Fred Galante  
City Attorney

Dated: February \_\_, 2019

ATTEST:

  
Barbara A. McGee  
City Clerk

Dated: February \_\_, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
Board President

Dated: February \_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

Dated: February \_\_, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer

Dated: February \_\_, 2019

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President

Dated: February \_\_\_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
Fred Galante  
City Attorney

Dated: February \_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Barbara A. McGee  
City Clerk

Dated: February \_\_\_\_, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
Board President

Dated: February \_\_\_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

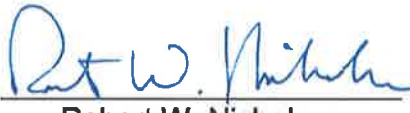
Dated: February 20, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By:   
Michael L. Whitehead  
Chief Executive Officer

Dated: February 15, 2019

**FONTANA WATER COMPANY**

By:   
Robert W. Nicholson  
President

Dated: February \_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
Fred Galante  
City Attorney

Dated: February \_\_, 2019

ATTEST:

\_\_\_\_\_  
Barbara A. McGee  
City Clerk

Dated: February 21, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: Paul R. Kielhold  
Paul R. Kielhold  
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

Dated: February \_\_, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer

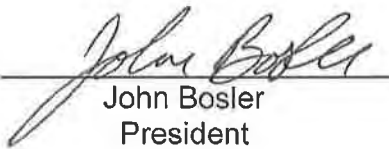
Dated: February \_\_, 2019

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President


Dated: February \_\_, 2019

**FONTANA UNION WATER COMPANY**

By:   
John Bosler  
President

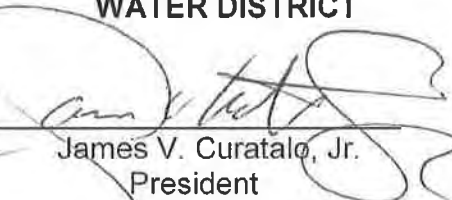
Dated: February 19, 2019

Approved As To Form:

By:   
Frederic A. Fudacz  
Nossaman LLP


Dated: February \_\_, 2019

**CUCAMONGA VALLEY  
WATER DISTRICT**

By:   
James V. Curatalo, Jr.  
President

Dated: February 14, 2019

Approved As To Form:

By:   
Thomas S. Bunn III  
Special Counsel



## WEST VALLEY AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to the Settlement Agreement dated September 12, 2018 ("**Settlement Agreement**") is entered into and effective this 7<sup>th</sup> day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and West Valley Water District ("**West Valley**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**" or "**Defendants**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

### Recitals

- A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement.
- B. West Valley now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein.

### Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

West Valley accepts and agrees to the Recitals, definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals.*

Recital C of the Settlement Agreement is hereby amended to include West Valley among the "Parties" and exclude it from the "Non-Settling Plaintiffs."

Recital D of the Settlement Agreement is hereby amended to add at the end: "As for West Valley, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

Recital F is hereby amended to state: "West Valley and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree."

Recital J is hereby amended to add at the end: "As for West Valley, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11<sup>th</sup> Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to West Valley.*

a. In full settlement of all of West Valley's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay West Valley the total sum of \$3 million within 30 days after full execution of this Amendment and West Valley providing a federal W-9 tax form for its designated payee.

b. In the event that Arch and the Fontana Parties reach an agreement with Rialto, before trial, that results in a payment by Arch to Rialto that exceeds \$3 million, then Arch shall pay West Valley the difference between the amount paid to Rialto and the \$3 million.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:

"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:

"This release on behalf of West Valley is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as West Valley receives the \$3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:

"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for West Valley and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by West Valley and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipients for West Valley:

Clarence Mansell  
General Manager  
West Valley Water District  
855 W. Base Line Road  
Rialto, CA 92376

With a copy to:  
Robert Tafoya, Esq.  
Tafoya & Garcia  
316 West 2d Street, Suite 1000  
Los Angeles, CA 90012

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following:  
"The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of \$10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for West Valley, and one each for Colton and Rialto if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants and for Colton, West Valley, and Rialto, if each settles with the Fontana Parties, shall have the option of a replenishment credit account that will be funded either:  
(i) in the following amounts to be paid upon the completion of the 61,000 acre-foot of replenishment per §2(c) of the Settlement Agreement: Rialto \$6 million, Colton \$4 million, West Valley \$3 million, Defendants \$3 million; or  
(ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the

execution of this Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of these accounts shall be administered by Valley District and shall be limited in their disbursements to projects that benefit groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree. The Groundwater Council shall:

a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and

b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin.

12. *General Provisions.*

a. By signing this Amendment, West Valley will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment.

b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.

Dated: February 27, 2019

West Valley Water District

By: \_\_\_\_\_

Dr. Michael Taylor  
President

Approved As To Form

By: \_\_\_\_\_

Robert Tafoya  
General Counsel

Dated: February \_\_\_\_, 2019

Dated: February \_\_, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
Board President

Dated: February \_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel


Dated: February 20, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By:   
Michael L. Whitehead  
Chief Executive Officer

Dated: February 15, 2019

**FONTANA WATER COMPANY**

By:   
Robert W. Nicholson  
President

Dated: February \_\_, 2019

**FONTANA UNION WATER COMPANY**

By: \_\_\_\_\_  
John Bosler  
President

Dated: February\_\_\_\_, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
Board President

Dated: February\_\_\_\_, 2019

Approved As To Form:

By: \_\_\_\_\_  
David R.E. Aladjem  
Special Counsel

Dated: February\_\_\_\_, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer


Dated: February\_\_\_\_, 2019

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President

Dated: February\_\_\_\_, 2019

**FONTANA UNION WATER COMPANY**

By:  \_\_\_\_\_  
John Bosler  
President

Dated: February 21, 2019

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: Paul R. Kielhold  
Paul R. Kielhold  
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: David R.E. Aladjem  
David R.E. Aladjem  
Special Counsel

Dated: February \_\_\_\_, 2019

**SAN GABRIEL VALLEY  
WATER COMPANY**

By: \_\_\_\_\_  
Michael L. Whitehead  
Chief Executive Officer

Dated: February \_\_\_\_, 2019

**FONTANA WATER COMPANY**

By: \_\_\_\_\_  
Robert W. Nicholson  
President


Dated: February \_\_\_\_, 2019

**FONTANA UNION WATER COMPANY**

By: \_\_\_\_\_  
John Bosler  
President

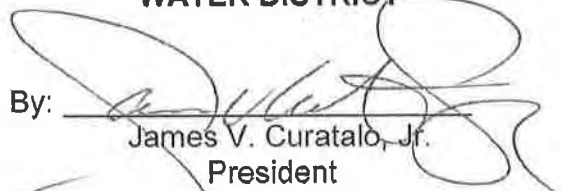
Dated: February 19, 2019

Approved As To Form:

By:   
Frederic A. Fudacz  
Nossaman LLP

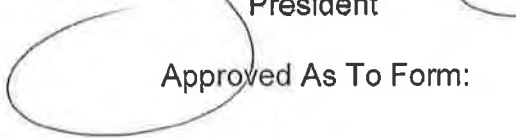
Dated: February     , 2019

**CUCAMONGA VALLEY  
WATER DISTRICT**

By:   
James V. Curatalo, Jr.  
President

Dated: February 14, 2019

Approved As To Form:

  
By: Thomas S. Bunn III  
Thomas S. Bunn III  
Special Counsel



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**Execution Copy**

**AGREEMENT  
RELATING TO THE DIVERSION OF WATER  
FROM THE SANTA ANA RIVER SYSTEM  
AMONG  
WESTERN MUNICIPAL WATER DISTRICT  
OF RIVERSIDE COUNTY,  
SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT  
AND  
CITY OF RIVERSIDE  
(March 20, 2007)**

**AGREEMENT**  
**RELATING TO THE DIVERSION OF WATER**  
**FROM THE SANTA ANA RIVER SYSTEM**  
**AMONG**  
**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY,**  
**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
**AND**  
**CITY OF RIVERSIDE**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. PARTIES .....	1
2. RECITALS .....	1
3. AGREEMENT .....	4
4. BANKING AND EXCHANGES .....	12
5. RIVERSIDE'S RECYCLED MUNICIPAL WASTEWATER .....	13
6. <i>WESTERN</i> JUDGMENT PRODUCTION LIMITS .....	13
7. WATERMASTER ACCOUNTING .....	13
8. RELATIONSHIP TO OTHER AGREEMENTS AND JUDGMENTS .....	14
9. LIST OF EXHIBITS .....	14
10. REMEDIES .....	14
11. AUTHORIZED REPRESENTATIVES .....	15
12. GENERAL PROVISIONS .....	15
EXHIBIT A - LIST AND FIGURE OF SBBA INDEX WELLS	
EXHIBIT B - RIVERSIDE NORTH BASIN WELLS	
EXHIBIT C - COORDINATED OPERATING AGREEMENT BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT	
EXHIBIT D - SECTIONS 12 AND 13 OF ICSA SETTLEMENT	

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**AGREEMENT  
RELATING TO THE DIVERSION OF WATER  
FROM THE SANTA ANA RIVER SYSTEM  
AMONG  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY,  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
CITY OF RIVERSIDE**

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1. **PARTIES:** This Agreement relating to the diversion of water from the Santa Ana River System ("Agreement") is entered into and effective this 20<sup>th</sup> day of March, 2007 by and among the City of Riverside ("Riverside"), San Bernardino Valley Municipal Water District ("Muni") and Western Municipal Water District of Riverside County ("Western"). Muni and Western are collectively referred to as "Muni/Western." Each party to this Agreement is referred to as a "Party" and the parties collectively are referred to as the "Parties."

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2. **RECITALS:**

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2.1 The Parties are interested in the efficient management of the water resources, both local and imported, available to them and desire to work cooperatively to ensure that the demands, both current and future, of all users within the Parties' respective service areas are satisfied by maximizing the yield of the local water supplies and utilizing the available imported water supplies as necessary.

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2.2 The Parties were all parties to the litigation that resulted in the judgment in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court No. 117628, April 17, 1969) (the "*Orange County Judgment*"). Under the terms of that judgment, each of the Parties has "full freedom to engage in any activity for water conservation or storage of storm flows above Prado Reservoir" as long as Western and the Inland Empire Utilities Agency deliver certain quantities of base flow to Orange County Water District.

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2.3 The Parties are all parties to the judgment in *Western Municipal Water District et al. v. East San Bernardino County Water District et al.* (Riverside County Superior Court No. 78426, April 17, 1969) (the "*Western Judgment*"). Under the terms of that judgment,

1 Riverside is entitled to extract a total of 49,542 afy from the San Bernardino Basin Area  
2 (“SBBA”) for export outside San Bernardino County. The *Western* Judgment also  
3 addresses Riverside’s extractions in the Colton, Riverside North and Riverside South  
4 groundwater basins. Collectively, the SBBA, Colton, Riverside North and Riverside South  
5 groundwater basins are referred to as the “Groundwater Basins.”

6 2.4 Riverside has developed groundwater resources from the Groundwater Basins and  
7 has invested significant resources to produce, treat, transport, and deliver such water. The  
8 *Western* Judgment also provides certain safeguards to ensure that all groundwater producers  
9 may, in fact, exercise the rights referenced in the immediately preceding Section, most  
10 notably a requirement that Muni and Western each replenish certain groundwater basins  
11 under certain conditions in order to maintain the safe yield of the Groundwater Basins.

12 2.5 The construction of the Seven Oaks Dam (“SOD”) by the US Army Corps of  
13 Engineers provides the opportunity to increase the yield of the Groundwater Basins through  
14 the development of additional Santa Ana River (“SAR”) water that was historically not  
15 utilized by the Parties. The *Western* Judgment defines “New Conservation” as “any  
16 increase in replenishment from natural precipitation which results from operation of works  
17 and facilities not now in existence” and contemplates that the Parties will develop additional  
18 water supplies from the implementation of water conservation efforts under the terms of the  
19 *Orange County* Judgment (“New Conservation”). The *Western* Judgment further  
20 contemplates that Western, Riverside and other so-called Plaintiff Parties under the *Western*  
21 Judgment shall have their adjusted extraction rights increased to include a proportionate  
22 share of any New Conservation, provided that each Plaintiff Party pays its proportionate  
23 share of the costs of such New Conservation.

24 2.6 Muni/Western have filed two water right applications with the State Water  
25 Resources Control Board that, when approved, are intended to allow the development of  
26 New Conservation from the diversion of the waters of the Santa Ana River that would

1 otherwise flow out of the area without being put to beneficial use. If granted in their  
2 entirety, these applications would permit the conservation of up to 200,000 afy of native  
3 (local) water from the Santa Ana River. Muni/Western have prepared an Environmental  
4 Impact Report (the "Muni/Western EIR") that analyzes the potential effects on the  
5 environment of the water rights applications and the facilities needed to place water diverted  
6 from the Santa Ana River to reasonable and beneficial use (the "Project"). Riverside  
7 provided comments to the draft version of the Muni/Western EIR.

8 2.7 The Parties agree that the Project, as identified in the EIR, has the potential to: a)  
9 increase water supply reliability by reducing dependence on imported water; b) develop and  
10 deliver a new, local, high quality, long-term water supply that is needed to meet a portion of  
11 the anticipated future demands in their service areas; c) expand operational flexibility by  
12 adding infrastructure and varying sources of water, thereby providing the Parties greater  
13 capability to meet future water demands; and d) reduce the threat of liquefaction induced  
14 damages caused by a combination of high groundwater and earthquake activity.

15 2.8 Further, the Parties recognize that Muni/Western's proposed diversion of water to  
16 satisfy the Project's objectives listed above may have adverse effects on Riverside's water  
17 resources in the Groundwater Basins.

18 2.9 Muni/Western desire to mitigate impacts that may be caused by the Project to  
19 Riverside's water resources while also allowing for the maximum diversion of water by  
20 Muni/Western from the SAR and avoiding conditions of high groundwater that create a risk  
21 of liquefaction in the Pressure Zone of the SBBA groundwater basin and other groundwater  
22 basins. This will be accomplished through the development and implementation of a  
23 cooperative program as a part of the Integrated Regional Groundwater Management Plan for  
24 the Upper Santa Ana River Watershed, which plan is currently being renamed to reference  
25 water management generally and will hereinafter be referred to as the Integrated Regional  
26 Water Management Plan for the Upper Santa Ana River Watershed ("IRWMP").

1           2.10 Riverside has submitted an application and a petition to the State Water Resources  
2 Control Board to change the point of discharge, place of use, and purpose of use for its  
3 treated wastewater effluent from the SAR. Riverside has prepared a Program EIR (PEIR)  
4 for a Recycled Water Program.

5           2.11 The Parties wish to memorialize their understandings by means of this  
6 Agreement.

7           3. **AGREEMENT:** The Parties agree as follows:

8           3.1 State Water Resources Control Board ("SWRCB") Process.

9           3.1.1 Riverside will support Muni/Western's applications before the SWRCB,  
10 the California Department of Fish and Game ("DFG"), the U.S. Fish and Wildlife Service  
11 ("USFWS"), the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality  
12 Control Board, the "Local Sponsors" (San Bernardino County Flood Control District,  
13 Riverside County Flood Control and Water Conservation District and Orange County Flood  
14 Control District), and the U.S. Forest Service ("USFS").

15           3.1.2 Muni/Western will support Riverside's application and petition before the  
16 SWRCB, DFG, USFWS, USFS and the Santa Ana Regional Water Quality Control Board.

17           3.1.3 Each Party shall cooperate with the other Parties to the extent consistent  
18 with its own interests in connection with securing the water rights sought by the other  
19 Parties through the SAR water right hearing(s). Except as agreed in writing by the  
20 Authorized Representatives, or as provided by any existing cost sharing arrangements  
21 between the Parties, each Party shall bear its own costs related to such cooperation.

22           3.2 California Environmental Quality Act (CEQA) Process.

23           3.2.1 Muni/Western will not challenge Riverside's PEIR for its recycled water  
24 project.

25           3.2.2 Riverside will not challenge the Muni/Western EIR for diversions from  
26 the Santa Ana River.

1           3.3 Seven Oaks Dam Water Diversions Engineering and Operations Committee. The  
2 Parties hereby establish the Seven Oaks Dam Water Diversions Engineering and Operations  
3 Committee ("EOC"), which committee shall initially be comprised of the Authorized  
4 Representatives and shall be responsible for implementing this Agreement and shall operate  
5 on a consensus basis in all matters. The EOC shall develop and implement procedures  
6 intended to (i) maintain groundwater levels at the wells specified in Exhibit A at relatively  
7 constant levels, in spite of fluctuations due to hydrologic variation, (ii) minimize such  
8 fluctuations (reduce the highs and lows in groundwater levels), (iii) provide replacement  
9 water to Riverside when water diversions from the SAR by Muni/Western reduce, or are  
10 deemed under this agreement to reduce, recharge into the SBBA and Riverside North Basin,  
11 as provided pursuant to Sections 3.8.4 and 3.9, and (iv) develop recommendations to the  
12 *Western* Judgment Watermaster regarding the classification of the diverted SAR water as  
13 either New Conservation or existing safe yield of the SBBA.

14           3.4 EOC Procedures. The Authorized Representatives shall meet no later than six (6)  
15 months subsequent to approval of Muni/Western SAR water right applications by SWRCB  
16 to develop the initial EOC procedures in accordance with the provisions of this Agreement.  
17 The Authorized Representatives shall initiate a review of the procedures referred to in  
18 Section 3.3 of this Agreement no later than October 1 of each year during the term of this  
19 Agreement and, as may be necessary, shall revise such procedures by the following January  
20 31. The EOC may hold such additional meetings during each water year (October 1 to  
21 September 30) as may be necessary to update the procedures to reflect changing conditions.

22           3.5 Real-Time Implementation of Agreement Objectives. The EOC shall meet on a  
23 regular basis, as needed, to effectively operate, on a real-time basis, a program to achieve  
24 the objectives of Section 3.3.

25           3.6 Accumulated Basin Replenishment Credits. Unless otherwise agreed by the  
26 Authorized Representatives, Muni/Western shall not use basin replenishment credits

1 accumulated under the *Western Judgment* to meet its recharge obligations under this  
2 Agreement.

3 3.7 Remedies. In the event that the Parties disagree regarding the implementation of  
4 Sections 3.3 through 3.9 of this Agreement, the decision shall be made by a registered  
5 professional engineer acceptable to all Parties using, to the extent practicable, the  
6 procedures set forth in Section 10 below, provided that the fact of such disagreement shall  
7 not limit Muni/Western's ability to divert water from the SAR or to implement the terms of  
8 any arrangement for the banking or exchange of SAR water, nor limit any Parties' ability to  
9 concurrently use the dispute resolution process of Section 10 for such disagreement.

10 3.8 Thresholds of Groundwater Levels of Significance and Mitigation Measures for  
11 SBBA. The following thresholds of groundwater levels of significance and mitigation  
12 measures in the SBBA shall be monitored and maintained as provided by EOC procedures:

13 3.8.1 *Outside the Pressure Zone* – A reduction in groundwater levels outside  
14 the Pressure Zone is significant if the analysis in the Muni/Western EIR, using the  
15 integrated surface water and groundwater model developed by Muni/Western (the  
16 USGS/Geoscience/Secor model of the Bunker Hill Groundwater Basin) and annual field  
17 verifications, predicts that the Project would reduce static groundwater levels at one or more  
18 index wells listed in Exhibit A, on average, by more than 10.0 feet during a repetition of the  
19 39-year base hydrology (1962-2000), as compared to static water levels in the absence of  
20 the Project. "Annual field verifications" shall mean a comparison of actual groundwater  
21 levels to computer model generated predictions. To avoid a significant effect on the  
22 groundwater levels at one or more index wells located outside the pressure zone,  
23 Muni/Western shall commence spreading water from its SAR water made available  
24 pursuant to a SWRCB permit or license or from the Reserve Account defined in Section  
25 3.8.4 within one (1) calendar year and shall spread either such SAR water or Reserve  
26 Account water sufficient to maintain static groundwater levels at the affected index wells to



1 reduce this project impact to less-than-significant level by no later than the end of the  
2 following calendar year, unless otherwise agreed to by the Authorized Representatives.

3 3.8.2 *Within the Pressure Zone* – If the average of the 12-month rolling  
4 averages of the static groundwater level measurements for the USGS/MUNI Backyard  
5 Wells D4, D5, and D6 (SWNs 1S/4W-22D4,5,6 USGS Station Numbers  
6 340439117173904,5,6) is 50 feet below ground surface (bgs) or greater, then Muni/Western  
7 shall spread water from its SAR water made available under a SWRCB permit or license or  
8 from the Reserve Account defined in Section 3.8.4, until such averages are less than 50 feet  
9 bgs. When required, Muni/Western shall commence spreading its SAR water made  
10 available under a SWRCB permit or license or from Reserve Account water within one (1)  
11 calendar year and shall complete such spreading no later than the end of the following  
12 calendar year, unless otherwise agreed to by the Authorized Representatives.

13 3.8.3 *Index Well Change* - It is the understanding of the Parties that the wells  
14 used to determine whether Muni/Western shall spread water may be changed by written  
15 agreement of the Authorized Representatives. It is further understood by the Parties that the  
16 IRWMP process may conclude that it would be beneficial for Muni/Western to spread, or  
17 not spread, water based on other factors in addition to the water levels in Index Wells  
18 identified in this Agreement and that the Authorized Representatives shall take such  
19 conclusions into consideration when determining if a well change is appropriate.

20 3.8.4 *Reserve Account* – The Reserve Account identified in Sections 3.8.1 and  
21 3.8.2 shall be established as 38% of the total volume of water diverted by Muni/Western  
22 from the SAR pursuant to a SWRCB permit or license. Such SAR water diverted by  
23 Muni/Western and recharged in the SBBA, either directly or through an exchange, shall be  
24 subtracted from the Reserve Account balance. SAR water directly delivered may be  
25 similarly credited, if such credit is deemed appropriate by the EOC. Any credits established  
26 through the recharge of more than 38% of the water diverted by Muni/Western shall expire

1 from the Reserve Account after five years if not used. This method of calculating the  
 2 Reserve Account water, 38% of total volume diverted by Muni/Western, will remain in  
 3 effect for 12 months after the first diversion of SAR water is made by Muni/Western, unless  
 4 the Parties mutually agree to an extension. During this time, the EOC defined in Section  
 5 3.3 will evaluate the available hydrology and recharge data for the SAR and SBBA to  
 6 determine if a modification to the 38% recharge factor is appropriate.

7 *3.8.5 Water Quality* - The Muni/Western water diversions and recharge  
 8 activities in the Groundwater Basins shall be consistent with the basin water quality  
 9 objectives as adopted by the Santa Ana Regional Water Quality Control Board outlined in  
 10 the most recent version of the Water Quality Control Plan, or any cooperative agreement  
 11 among the Santa Ana Regional Water Quality Control Board and agencies recharging water  
 12 in the Santa Ana River Watershed.

13 3.9 Potential Reduced Recharge and Mitigation Measures for Riverside North Basin.

14 The Parties agree that, under certain circumstances, water diversions from the SAR could  
 15 cause reduced recharge from surface water or groundwater, or both, into the Riverside North  
 16 Basin.

17 *3.9.1 Replacement Water Volume Calculation* - To alleviate this impact,  
 18 Muni/Western agree to provide replacement water to Riverside, in the Riverside North  
 19 Basin using daily flow data from the USGS E Street Gage 11059300 and by visual  
 20 inspection at the following bridges over the Santa Ana River: E Street Bridge and Mt.  
 21 Vernon Bridge.

22 3.9.1.1 The daily amount of reduced recharge shall be calculated using the  
 23 following table:

Is there visible flow in the SAR at E Street Bridge (using the USGS Gage > 0)?	Is there "Bank to Bank" Flow in the SAR at Mt. Vernon Bridge?	Muni/Western Diversion Amount, cfs	Reduced Recharge Amount, cfs
No	No	Less than 37 cfs	None

No	No	Greater than 37 cfs	6% of Muni/Western diversion less 37 cfs
Yes	No	Greater than zero	6% of total Muni/Western diversion
Yes	Yes	Greater than zero	None

3.9.1.2 The Muni/Western replacement obligation (total amount of reduced recharge) shall be equal to the summation of all of the daily calculations of reduced recharge for the diversion season.

3.9.1.3 A new calculation method for the Muni/Western recharge obligation in the Riverside North Basin may be developed and used in the future by agreement of the Authorized Representatives.

3.9.1.4 The Muni/Western replacement obligation shall be recorded in a "Riverside North Basin Recharge Account." Said account shall be administered by the Authorized Representatives in accord with the terms of this Agreement.

3.9.1.5 The Authorized Representatives may reduce the Muni/Western replacement obligation based on high groundwater or other special conditions within the Riverside North Basin.

3.9.1.6 The calculation of reduced recharge to the Riverside North Basin shall be made by Muni/Western at the end of the "diversion season", (September 30th) of each year.

3.9.2 *Replacement Water Delivery Timeline* - The Muni/Western replacement obligation shall be delivered within five years of the Muni/Western diversions which incurred the obligation. However, Muni/Western will use reasonable efforts to satisfy the Muni/Western replacement obligation within one (1) year of incurring the obligation.

3.9.3 *Recharge Locations* - Muni/Western will determine the most cost effective means of meeting their replacement obligation under this Agreement and will consult with groundwater producers in the Riverside North Basin and look for opportunities

1 to cooperate with others to develop multiple-use recharge facilities. Any Muni/Western  
2 recharge obligation under this Agreement is anticipated to be satisfied using one or both of  
3 the alternatives in Section 3.9.3.1 and 3.9.3.2. However, the choice of such alternative is  
4 contingent upon the parties complying with all environmental laws arising out of or in  
5 connection with such recharge. The term "environmental laws" shall include, without  
6 limitation, the California Environmental Quality Act and all other applicable state and  
7 federal environmental laws. The parties also acknowledge that other alternatives may be  
8 identified and considered, and that by entering into the Agreement no selection has been  
9 made of any alternative:

10 3.9.3.1 In-stream recharge in the SAR bed between Riverside's Meeks  
11 #1 Well and Flume #6 Well at no cost to Riverside.

12 3.9.3.2 Off-stream recharge in available properties on either side of the  
13 SAR in between Riverside's Meeks #1 Well and Flume #6 Well. The Parties may jointly  
14 pursue the development of the diversion and recharge facilities on an agreed upon cost  
15 allocation based on benefits from the project. Unless otherwise agreed by the Parties,  
16 Riverside's portion of the funding will include any land they own which is used for the  
17 project. Riverside shall retain ownership of the land and be given ownership of any project  
18 improvements on the land. Riverside will also operate and maintain the project. Any storm  
19 water captured by any joint project shall be credited toward the Muni/Western recharge  
20 obligation under the Riverside North Basin Recharge Account. Riverside has no obligation,  
21 but will make reasonable efforts, to develop and/or fund such recharge facilities.  
22 Muni/Western agree to fully cooperate with any application to or before the SWRCB made  
23 by Riverside, Muni and/or Western for diversion of water to such recharge facilities.

24 3.9.4 *In Lieu Delivery* - If Muni/Western cannot deliver the total volume of  
25 replacement water required per Section 3.9.1 due to water supply shortages or other  
26 circumstances, Muni/Western shall satisfy and discharge that obligation by means of the

1 direct delivery of a quantity of water to Riverside equal to and in lieu of recharging  
2 additional water in the Riverside North Basin. Said in lieu delivery shall not exceed 71.51%  
3 of the Muni/Western replacement obligation for any given year and shall be delivered by  
4 one, or more, of the following options. Such option shall be exercised at the sole discretion  
5 of Riverside. Muni/Western shall make such in lieu deliveries to Riverside in a manner that  
6 is acceptable to all Parties, which may include the following:

7 3.9.4.1 A recommendation by Muni/Western to the *Western*  
8 Watermaster that Riverside be allowed to increase its extractions from the Bunker Hill  
9 Basin to an amount greater than Riverside's export rights under the *Western* Judgment for  
10 the subsequent water year, provided that such additional extractions do not create an  
11 additional replenishment obligation, as defined in the *Western* Judgment, on the part of  
12 Muni. This option shall only satisfy and discharge Muni/Western's replacement water  
13 obligation if the *Western* Watermaster and, if appropriate, the Superior Court of Riverside  
14 County, determine that such additional extractions are permitted under the terms of the  
15 *Western* Judgment.

16 3.9.4.2 The delivery of treated, potable water to Riverside at the  
17 Metropolitan Water District's ("MWD") Henry J. Mills Water Treatment Plant with  
18 Riverside paying Muni/Western an amount equal to the sum of: (i) the MWD Treated  
19 Water Surcharge, as set forth in MWD's then-current rate schedules, and (ii) Riverside's  
20 avoided pumping costs. The avoided pumping costs will be equal to Riverside's average  
21 cost to produce water from the Riverside North Basin wells identified on Exhibit B for the  
22 previous twenty-four (24) month period.

23 3.9.4.3 The delivery of water by Muni/Western to the Rice-Thorne  
24 pipeline from the Baseline Feeder South Pipeline at no cost to Riverside.

25 3.9.4.4 The remaining 28.49 % must be recharged in Riverside North  
26 Basin by Muni/Western as soon as practicable.

1           3.9.4.5 If Muni/Western delivers in lieu water to Riverside as provided for in this  
2 Section 3.9.4 during a given year, Riverside's maximum entitlement to pump from the  
3 Riverside North Basin during such year shall be reduced by an amount equal to the amount  
4 actually pumped in excess of Riverside's Bunker Hill Basin export rights under the *Western*  
5 Judgment or otherwise delivered to Riverside.

6           3.10 *CEQA Compliance.* The Parties agree that they intend to implement the  
7 provisions of Sections 3.3 to 3.10 of this Agreement through either: (i) the use of existing  
8 water rights and water extraction, conveyance, storage and distribution facilities, within the  
9 existing physical, legal and institutional limits pertaining to such rights and facilities; or (ii)  
10 the use of the water rights and physical facilities that comprise the Project, which are  
11 described in the Muni/Western EIR, within the limits identified in the Muni/Western EIR.  
12 If the Parties determine that additional water rights, institutional arrangements, banking or  
13 exchange agreements, or physical facilities are necessary to implement this Agreement, the  
14 Parties will undertake such subsequent environmental review and analysis as may be  
15 required for such discretionary actions by the terms of CEQA.

16 **4. BANKING AND EXCHANGES:**

17           4.1 The Parties understand and acknowledge that they intend to bank and/or exchange  
18 substantial quantities of SAR water for water imported from the State Water Project, or  
19 other sources of imported or native water. Such banking and/or exchanges shall be  
20 conducted pursuant to a comprehensive program for water banking and/or exchanges in the  
21 San Bernardino Valley and elsewhere in Southern California that includes, but is not limited  
22 to:

23           4.1.1 The groundwater spreading plan described in the July 21, 2004 Settlement  
24 Agreement Relating to the Diversion of Water from the Santa Ana River System ("Seven  
25 Oaks Accord");

26           4.1.2 The Projects described in the Muni/Western EIR; and

1                   4.1.3 Any exchange or banking of water that may occur pursuant to the  
2 Coordinated Operating Agreement Between The Metropolitan Water District of Southern  
3 California and San Bernardino Valley Municipal Water District, dated July 10, 2000, as  
4 amended, as attached hereto as Exhibit C (the "Coordinated Operating Agreement") and  
5 incorporated herein by this reference, including but not limited to projects undertaken  
6 pursuant to the agreement referred to as "Attachment 6" in the Coordinated Operating  
7 Agreement, incorporated herein by this reference.

8                   4.2 Riverside agrees that it will not oppose any such banking or exchange project(s);  
9 provided, that (i) such project is implemented in a manner not inconsistent with the terms of  
10 this Agreement; (ii) such project shall not result in an unmitigated adverse impact on  
11 Riverside's sources of groundwater supply in the Groundwater Basins or Riverside's costs  
12 related to the extraction of such groundwater; and (iii) in the implementation of the  
13 Coordinated Operating Agreement, Muni shall not deliver Riverside's portion of any New  
14 Conservation, as such term is defined in the *Western Judgment*, to Western without the prior  
15 written consent of Riverside's Authorized Representative. Riverside agrees that any water  
16 delivered to Riverside, directly or in lieu, by means of such banking or exchanges projects  
17 shall be used in accordance with the SWRCB water rights permit or license obtained by  
18 Muni/Western.

19                   5. **RIVERSIDE'S RECYCLED MUNICIPAL WASTEWATER:** Nothing in this  
20 Agreement shall be construed to regulate Riverside's use of its recycled municipal  
21 wastewater.

22                   6. **WESTERN JUDGMENT PRODUCTION LIMITS:** Nothing in this Agreement  
23 should be construed to increase or diminish the groundwater production limits contained in  
24 the *Western Judgment*.

25                   7. **WATERMASTER ACCOUNTING:** The Parties agree to use their best efforts to  
26 implement an accounting methodology under the *Western Judgment*, including any

1 amendments thereto, that will allow the Plaintiffs therein to utilize their full entitlement in  
2 the SBBA. Specifically, to the extent that the extractions by any Plaintiff to the *Western*  
3 Judgment are less than the limits set forth therein, such Plaintiff party shall be allowed to  
4 use such unused extractions as a credit in following years, meaning that any extractions in  
5 excess of the limits imposed by the *Western* Judgment, in future years, may be offset by  
6 such credits and the Plaintiff party shall not be deemed to be in violation of the extraction  
7 limits for the *Western* Judgment.

8 **8. RELATIONSHIP TO OTHER AGREEMENTS AND JUDGMENTS:** There are a  
9 number of existing judgments and agreements that impose conditions on the Parties that  
10 may have an effect on the implementation of this Agreement. The EOC procedures outlined  
11 in this Agreement shall be developed and implemented in a manner consistent with each  
12 Party's rights and obligations under existing judgments and agreements and nothing in this  
13 Agreement is intended to modify the rights or obligations of the Parties under the terms of  
14 such judgments or agreements.

15 **9. LIST OF EXHIBITS:** This Agreement includes and incorporates by reference the  
16 following exhibits:

17 9.1 Exhibit A: List and Figure of Index Wells

18 9.2 Exhibit B: List of Riverside North Basin Wells

19 9.3 Exhibit C: Coordinated Operating Agreement for Conveyance Facilities and State  
20 Water Project Between Metropolitan Water District of Southern California And San  
Bernardino Valley Municipal Water District, including Attachments 1-6.

21 9.4 Exhibit D: Sections 12 and 13 of ICSA Settlement

22 **10. REMEDIES.** In the event that one Party believes that another Party, for reasons other  
23 than the lack of funding or other resources, has failed to comply with its obligations under  
24 this Agreement, or to dispute a matter referred to or a decision rendered under Section 3.7  
25 hereto, the Parties shall use the dispute resolution provisions set forth in Sections 12 and 13  
26 of the Agreement to Develop and Adopt an Institutional Controls Groundwater Management



1 Program, dated January 1, 2005 (the "ICSA Settlement"), which Sections are set forth as  
2 Exhibit D and incorporated herein by reference. The Parties agree, however, that any  
3 challenge to a decision of an arbitrator as described in Section 13 of the ICSA Settlement  
4 shall be brought in the Superior Court of Riverside County, not in the United States Court  
5 for the Central District of California. The Parties also agree that the arbitrator need not have  
6 experience in groundwater contamination or environmental clean-up, as described in  
7 Section 12 of the ICSA Settlement.

8 **11. AUTHORIZED REPRESENTATIVES:** Each Party shall designate by written notice  
9 to the other Parties a representative who is authorized to act on its behalf in the  
10 implementation of this Agreement and with respect to those matters contained herein which  
11 are the functions and responsibilities of such Authorized Representative. Each Party may at  
12 any time change the designation of their Authorized Representative by written notice to the  
13 other Party. Such Authorized Representative shall have the authority to act for their  
14 respective Parties in all matters relating to performance of this Agreement, including any  
15 amendment of the Exhibits hereto. However, except as otherwise provided, they shall not  
16 have the authority to amend or modify any provision of this Agreement.

17 **12. GENERAL PROVISIONS:**

18 12.1 Effective Date and Term. This Agreement shall be effective on the date first  
19 written above and shall then continue until terminated by mutual consent of all Parties  
20 hereto. Sections 3.3 through 3.10 of this Agreement shall not take effect until the SWRCB  
21 issues a permit for the Western/Muni Applications.

22 12.2 Choice of Law. This Agreement and any dispute hereunder shall be governed by  
23 and construed in accordance with the laws, except for laws pertaining to the choice of laws,  
24 of the State of California.

25 12.3 No Waiver. No failure or delay in exercising any right, power or privilege  
26 hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof

1 preclude any other or further exercise thereof or the exercise of any right, power or privilege  
2 hereunder.

3 12.4 Entire Agreement. This Agreement shall not be construed to amend or modify  
4 any other agreement between any of the Parties or between any Party and a non-Party,  
5 which shall remain in all respects in full force and effect. This Agreement represents the  
6 entire agreement of the Parties in connection with the subject matter hereof and may be  
7 modified only in writing agreed to by all Parties. Further, this Agreement may be executed  
8 in counterparts.

9 12.5 Construction and Interpretation. This Agreement has been arrived at through  
10 negotiations and each Party has had a full and fair opportunity to revise the terms of this  
11 Agreement. As a result, the normal rule of construction that any ambiguities are to be  
12 resolved against the drafting Party shall not apply in the construction or interpretation of this  
13 Agreement.

14 12.6 Partial Invalidity. If, after the date of execution of this Agreement, any provision  
15 of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws  
16 effective during the term of this Agreement, such provision shall be fully severable.  
17 However, in lieu thereof, there shall be added a provision as similar in terms to such illegal,  
18 invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

19 12.7 Necessary Actions. Each Party agrees to execute and deliver additional  
20 documents and instruments and to take any additional actions as may be reasonably required  
21 to carry out the purposes of this Agreement.

22 12.8 Third Party Beneficiaries. This Agreement shall not create any right or interest in  
23 any non-Party or in any member of the public as a third party beneficiary.

24 12.9 Authority of Signatories. The signatories hereto represent and warrant that they  
25 have been duly authorized to enter into this Agreement by the Party on whose behalf it is  
26 indicated that the person is signing and, by such signature, to bind such Party to the

1 Agreement.

2 12.10 Jurisdiction and Venue. Any action at law or in equity brought by any of the  
3 Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement  
4 shall be tried in a court of competent jurisdiction in the County of Riverside, State of  
5 California, and the Parties hereby waive all provisions of law providing for a change of  
6 venue in such proceedings to any other county.

7 12.11 Notices. Any notices required to be given, hereunder shall be in writing and  
8 shall be personally served or given by mail. Any notice given by mail shall be deemed  
9 given when deposited in the United States Mail, certified and postage prepaid, addressed to  
10 each Party to be served as follows:

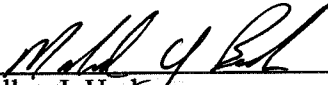
11 To Riverside  
12 Public Utilities Department  
13 City of Riverside  
14 Attn: Assistant Director – Resources  
15 3901 Orange Street  
16 Riverside, CA 92522

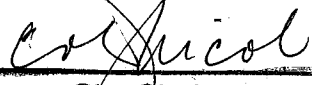
17 To Muni:  
18 San Bernardino Valley Municipal Water District  
19 1350 S. "E" Street (92408-2725)  
20 P. O. Box 5906 (92412-5906)  
21 San Bernardino, CA  
22 Attn: General Manager

23 To Western:  
24 Western Municipal Water District of Riverside County  
25 450 Alessandro Boulevard  
26 Riverside, CA 92508  
Attn: General Manager

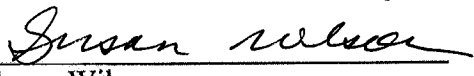
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**CITY OF RIVERSIDE**

By:  Dated: 4/2, 2007.  
Bradley J. Hudson  
City Manager

Attest:   
City Clerk

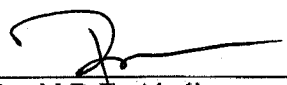
Approved as to form only:

By:   
Susan Wilson  
Deputy City Attorney

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By:  Dated: 3/16, 2007.  
Randy Van Gelder  
General Manager

Approved as to form only:

By:   
David R.E. Aladjem  
Downey Brand LLP

**WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

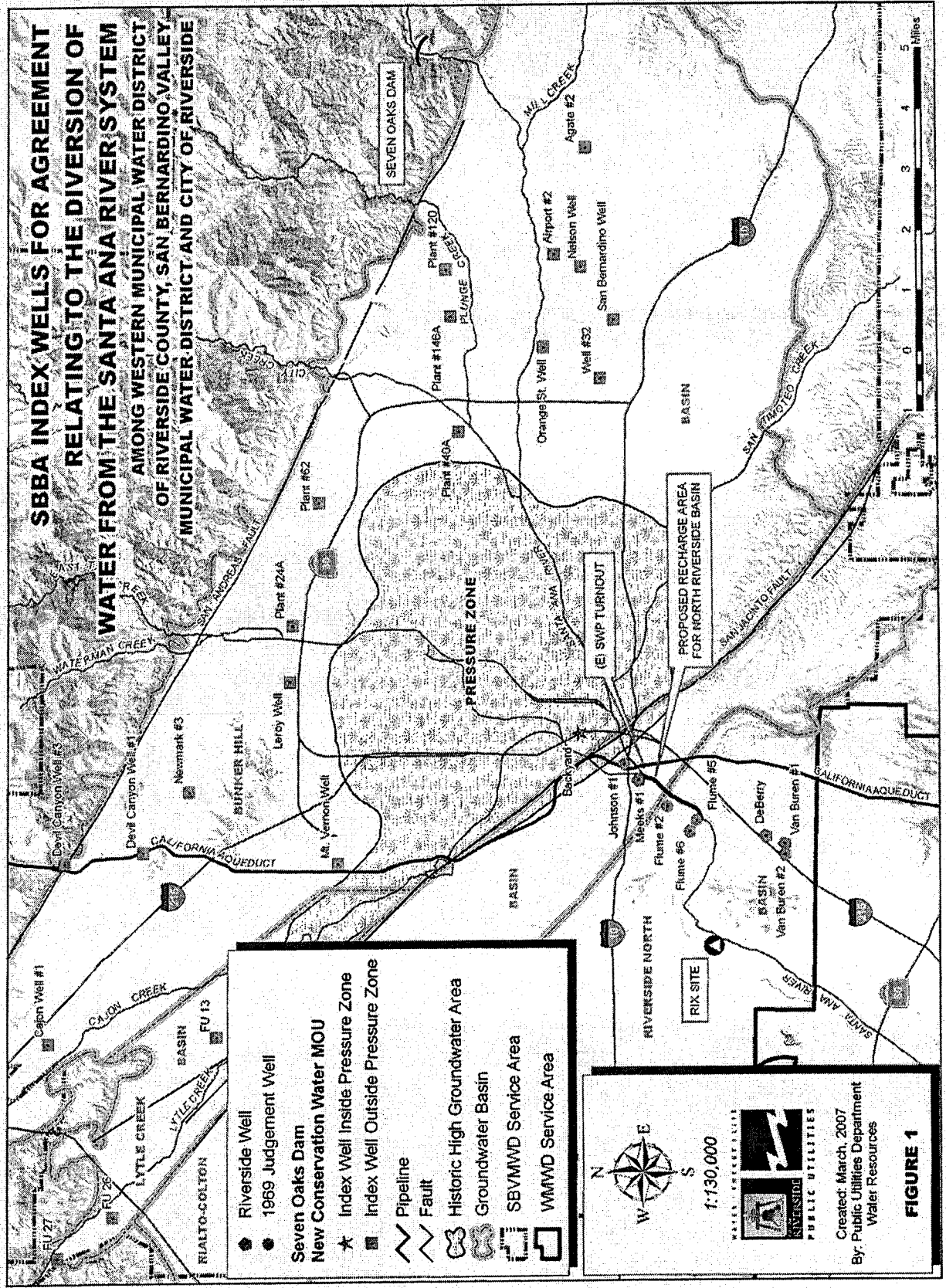
By:  Dated: 3/14, 2007.  
John V. Rossi  
General Manager

Approved as to form only:

By:   
David R.E. Aladjem  
Downey Brand LLP



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**AGREEMENT  
RELATING TO THE DIVERSION OF WATER  
FROM THE SANTA ANA RIVER SYSTEM  
AMONG  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
CITY OF RIVERSIDE**

**Exhibit B**

**RIVERSIDE NORTH BASIN WELLS**

Flume Well 2

Flume Well 3

Flume Well 4

Flume Well 5

Flume Well 6

Van Buren Well 1

Van Buren Well 2

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**AGREEMENT  
RELATING TO THE DIVERSION OF WATER  
FROM THE SANTA ANA RIVER SYSTEM  
AMONG  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
CITY OF RIVERSIDE**

**Exhibit C  
Coordinated Operating Agreement  
Between  
Metropolitan Water District of Southern California  
And  
San Bernardino Valley Municipal Water District**



**CONSERVED WATER AGREEMENT  
BETWEEN  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY**

Agreement made this 23<sup>rd</sup> day of MARCH, 2005, between San Bernardino Valley Municipal Water District ("Valley District") and Western Municipal Water District of Riverside County ("Western").

RECITALS

1. Valley District and Western have jointly filed two water rights applications with the State Water Resources Control Board. If granted in their entirety, these applications would permit the two districts to conserve up to 200,000 afy of native (local) water from the Santa Ana River ("Conserved Water").
2. Conserved water under this joint application is shared 72.05% to Valley District and 27.95% to Western for use within its boundaries.
3. The parties hereto anticipate that in wet years some portion of the conserved water may be delivered to The Metropolitan Water District of Southern California ("Metropolitan") in exchange for the subsequent delivery by Metropolitan of an equal quantity of water, less reasonable Metropolitan system losses, ("Exchange Water"), for use within the respective service areas of the parties. To that end, Valley District has entered into an agreement with Metropolitan entitled "Attachment 6" to the Coordinated Operating Agreement between Metropolitan and Valley District, dated July 10, 2000.

# ORIGINAL

4. Such exchanges pursuant to the terms of Attachment 6 are anticipated to improve the water supply reliability and quality of water delivered by Metropolitan to its member agencies, and the use of local water for local needs within the respective service areas of the parties hereto.

## TERMS

In consideration of the foregoing facts, it is hereby agreed as follows:

5. Western accepts the provisions of Attachment 6, subject to the terms of this Agreement.
6. In the implementation of Attachment 6, Valley District shall not deliver Western's share of Conserved Water to Metropolitan without Western's prior consent.
7. In the implementation of Attachment 6, Valley District's approval of the delivery by Metropolitan of Western's share of Exchange Water, and the time, place and manner of such delivery (including any in-lieu deliveries) shall be subject to Western's prior consent.
8. Western is an intended beneficiary of Attachment 6 as to its share of Conserved and Exchange Water, and shall be considered as a third party beneficiary of Attachment 6, and entitled to enforce all legal rights arising from such status.

**ORIGINAL**

9. The term of this Agreement shall be coincident with the term of Attachment 6, or any extension thereof, and is effective as of the date inserted above.

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By Robert L. Reiter  
Robert L. Reiter  
General Manager and Chief Engineer

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY

By John V. Rossi  
John V. Rossi  
General Manager

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**ATTACHMENT 6**

**COORDINATED EXCHANGE AGREEMENT  
BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

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Objective

20       The objective of this Attachment 6 to the Coordinated Operating Agreement for  
21 Conveyance Facilities and State Water Project Supplies between The Metropolitan Water  
22 District of Southern California ("Metropolitan") and San Bernardino Valley Municipal Water  
23 District ("Valley District") dated July 10, 2000 (the "Coordinated Operating Agreement") is  
24 to provide an institutional arrangement for the residents of Southern California to obtain the  
25 maximum benefits from water conserved as a result of the construction and operation of Seven  
26 Oaks Dam and Reservoir. Valley District and Metropolitan are each sometimes referred to  
27 below as a "Party" and are sometimes collectively referred to below as the "Parties."

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Recitals

A. Valley District, in conjunction with Western Municipal Water District of Riverside  
County ("Western"), has filed two water right applications with the State Water Resources  
Control Board. If granted in their entirety, these applications would permit Valley District and  
Western to conserve up to 200,000 afy of native (local) water from the Santa Ana River.

B. Valley District anticipates that, in wet years, it will deliver some portion of the water that  
is conserved from the Santa Ana River pursuant to the water right applications to Metropolitan in  
exchange for the subsequent delivery to Valley District of an equal quantity of water by  
Metropolitan, less reasonable Metropolitan system losses.

C. Such an exchange of conserved native Santa Ana River water for water from the State  
Water Project or other sources available to Metropolitan is anticipated to improve water supply  
reliability and the quality of water delivered to Metropolitan and its member agencies and is

33 anticipated to improve water supply reliability and the use of local water for local needs within  
34 Valley District's service area.

35

36 D. Valley District intends to work cooperatively with the Watermaster Committee to  
37 determine the quantities of Conserved Water and Exchange Water, as defined below, delivered  
38 by or to Valley District pursuant to this Attachment 6. Valley District intends that the  
39 Watermaster Committee confirm, on an annual basis, that such quantities of Conserved Water  
40 and Exchange Water constitute "new conservation" as that term is defined in the Judgment  
41 pursuant to County of Riverside Superior Court Case 78426.

42

#### Terms

43

44

a. *Term.*

45

This Attachment 6 shall have a term identical to the Coordinated Operating Agreement.

46

2. *Exchange of Water.* Pursuant to paragraphs 1 and 3 of the Coordinated Operating  
47 Agreement and paragraph 10.2 of Attachment 2 to the Coordinated Operating  
48 Agreement, Metropolitan and Valley District agree to take the following actions:

49

a. If the water conserved from the Santa Ana River pursuant to the foregoing water  
50 right applications ("Conserved Water") exceeds the immediate demand for such  
51 water within Valley District's service area for direct delivery or groundwater  
52 recharge and there is capacity available in Metropolitan's facilities to accept all or  
53 a portion of the Conserved Water directly, on an in-lieu basis, or via an exchange,  
54 for delivery to Metropolitan, Valley District may request that Metropolitan accept  
55 into Metropolitan's facilities all or a portion of the Conserved Water on mutually  
56 agreeable terms, conditions and locations. Absent other agreement of the Parties,  
57 Conserved Water will be delivered to Metropolitan at the Inland Feeder. Valley  
58 District shall consult with Metropolitan regarding the delivery of the Conserved  
59 Water on a real-time basis and, each October 1 shall prepare an operations plan  
60 for the delivery of Conserved Water, which plan shall be updated each April 1 to  
61 reflect precipitation, runoff and other relevant factors. The operations plan shall

- 62 be subject to approval by Metropolitan, however, Metropolitan agrees to exercise  
63 its best efforts to accept the Conserved Water into its facilities to the extent that  
64 Metropolitan, in its sole discretion, determines that (1) sufficient capacity is  
65 available within Metropolitan's facilities to accept the Conserved Water and  
66 (2) that the Conserved Water is of adequate quality for Metropolitan's purposes.  
67 The Conserved Water will be delivered to Metropolitan for beneficial uses within  
68 Metropolitan's service area in quantities that will not exceed 200,000 afy.
- 69 b. Metropolitan shall, after consultation with Valley District, deliver to Valley a  
70 substitute quantity of water obtained by Metropolitan from the State Water  
71 Project ("Exchange Water") equal in quantity to the Conserved Water delivered  
72 to Metropolitan pursuant to paragraph 2(a) above, less reasonable Metropolitan  
73 system losses as determined by Metropolitan. Exchange Water shall be delivered  
74 to Valley District as promptly as practicable at times, locations and in manners  
75 mutually agreeable to Valley District and Metropolitan. Absent other agreement  
76 of the Parties, Exchange Water will be delivered by Metropolitan to Valley  
77 District at the Devil Canyon Afterbay. Exchange Water will be delivered to  
78 Valley District for beneficial uses in quantities that will not exceed 200,000 afy.
- 79 c. The Parties agree that they may benefit from this Attachment 6 by virtue of  
80 increased water supply reliability and improved water quality. Accordingly,  
81 neither Party shall pay the other for services provided under this Attachment 6.
- 82 3. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of  
83 the Parties or the interpretation of this Attachment 6. The Parties agree that they will  
84 attempt to resolve disputes in an amicable fashion without the need for litigation.
- 85 4. *General Provisions.*
- 86 a. *Authority.* Each signatory of this Attachment 6 represents that s/he is authorized  
87 to execute this Attachment 6 on behalf of the Party for which s/he signs. Each

88 Party represents that it has legal authority to enter into this Attachment 6 and to  
89 perform all obligations under this Attachment 6.

90 b. *Amendment.* This Attachment 6 may be amended or modified only by a written  
91 instrument executed by each of the Parties to this Attachment 6.

92 c. *Partial Invalidity.* If, after the date of execution of this Attachment 6, any  
93 provision of this Attachment 6 is held to be illegal, invalid, or unenforceable  
94 under present or future laws effective during the term of this Attachment 6, such  
95 provision shall be fully severable. However, in lieu thereof, there shall be added a  
96 provision as similar in terms to such illegal, invalid or unenforceable provision as  
97 may be possible and be legal, valid and enforceable.

98 d. *Incorporation by Reference.* The provisions of paragraph 15 of Attachment 2 are  
99 hereby incorporated herein by reference as if set forth in full and shall apply to the  
100 Parties' performance of the terms of this Attachment 6.

101

101 Dated: December 21 2004.

102 THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

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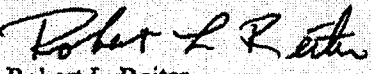
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115



Ronald R. Gastelura  
Chief Executive Officer

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT



Robert L. Reiter  
General Manager and Chief Engineer



ATTACHMENT 5 TO THE  
COORDINATED OPERATING AGREEMENT

AGREEMENT BETWEEN  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
REGARDING FOOTHILL PUMP STATION

THIS CONTRACT, hereinafter referred to as "Agreement" is entered into as of this 21<sup>st</sup> day of December, 2004, between The Metropolitan Water District of Southern California, a public agency of the State of California (hereinafter referred to as "Metropolitan") and the San Bernardino Valley Municipal Water District, a public agency of the State of California (hereinafter referred to as "Valley District").

EXPLANATORY RECITALS

- A. Metropolitan is a public agency of the State of California engaged in transporting, storing, treating and distributing water at wholesale in portions of the counties of Los Angeles, San Bernardino, Orange, Riverside, San Diego and Ventura, within the State of California.
- B. Valley District is a public agency of the State of California engaged in developing, transporting, storing, treating and wholesale delivery of water in portions of the counties of San Bernardino and Riverside within the State of California.
- C. The parties have previously entered into a Coordinated Operating Agreement and several subsequent attachments thereto, Attachments 1 through 4.
- D. Valley District, as a State Water Project (hereinafter "SWP") contractor takes delivery of SWP water from the Devil Canyon First Afterbay by way of its Foothill Pipeline, which has a capacity of 290 cubic feet per second (hereinafter "cfs"), and extends east from the Devil Canyon Afterbay approximately 17 miles. The Foothill Pipeline connects to other

facilities of the East Branch Extension of the State Water Project, which delivers water to the San Geronio Pass area of Riverside County.

E. Metropolitan, also an SWP contractor, is constructing a water conveyance system known as the Inland Feeder, which will take water from the Devil Canyon Second afterbay and deliver it into Metropolitan's service territory. The 144-inch inside diameter Inland Feeder has been fully constructed to a point just north of the Santa Ana River, where it is in close proximity to Valley District's Foothill Pipeline. The remainder of Metropolitan's Inland Feeder, to the north and west is still under construction.

F. In accordance with previous understandings reached between the parties, Metropolitan constructed a 78-inch inside diameter intertie pipeline to connect the Foothill Pipeline with the Inland Feeder, known as the Cone Camp Intertie.

G. Since December 2003, Metropolitan has taken water from the Foothill Pipeline through the Cone Camp Intertie and delivered it into the Inland Feeder at flows up to 240 cfs, as capacity was available. Valley District was compensated for the water delivered to Metropolitan from Valley District's Table A amounts at the rate provided for in Attachment 2 to the Coordinated Operating Agreement.

H. Currently, when more than 80 cfs is diverted from the Foothill Pipeline to the Cone Camp Intertie, there is insufficient head in the Foothill Pipeline to meet the minimum hydraulic gradient requirements at Greenspot Pump Station (easterly of the Foothill Pump Station) and therefore, insufficient head to meet Valley District demands downstream of the Greenspot Pump Station.

I. Pursuant to previous understandings reached between the parties, the Foothill Pump Station has been designed and constructed adjacent to the Foothill Pipeline and Cone

Camp Intertie to increase the hydraulic grade line at the Greenspot Pump Station to enable Valley District to meet demands downstream in the Foothill Pipeline when water is being delivered into the Cone Camp Intertie. The Foothill Pump Station includes eight 300-horsepower horizontal pumps with adjustable (variable) frequency drives. Use of the Foothill Pump Station is only needed to meet downstream demands if and when Metropolitan is taking water through the Cone Camp Intertie.

J. The purpose of this Attachment 5 is to provide for the parties' respective responsibilities regarding: (1) the right-of-way for the Foothill Pump Station, (2) the obligation to deliver water to the Cone Camp Intertie, and (3) payment provisions for Foothill Pump Station power costs, and water delivered to Metropolitan through the Cone Camp Intertie.

#### TERMS OF AGREEMENT

1. Foothill Pump Station Right-of-Way. For good and valuable consideration, the receipt of which is hereby acknowledged, Metropolitan hereby grants to Valley District an exclusive license ("License") to the use of a portion of the parcel of land owned by Metropolitan on which the Foothill Pump Station has been constructed (the "Property") for the operation, maintenance, repair and replacement of the Foothill Pump Station and related facilities located on the Property, which right shall include, without limitation, the right to construct, maintain, repair and replace a fence around the perimeter of the Property and to control all ingress and egress to and from the Property. The Property is more fully described in Exhibits A and B, which are attached hereto and incorporated herein by this reference.

a. The License shall be irrevocable and non-terminable for a term of ten (10) years commencing on January 1, 2005 and terminating on December 31, 2014. The License shall thereafter automatically be renewed on an annual basis, unless, at least 11 months before the

expiration date for the License, as the same may be extended as provided herein, either Valley District or Metropolitan notifies the other in writing of its decision not to renew the License. Valley District shall not be required to pay to Metropolitan any additional consideration for the License.

b. Valley District and Metropolitan agree to allow reasonable access to the other's staff, employees, contractors and/or agents across the lands subject to the License and/or adjacent rights of way upon reasonable notice.

c. Valley District shall be responsible, at its own cost and expense, for the operation, maintenance, repair, rehabilitation and replacement, as necessary, of the Foothill Pump Station (including, without limitation, the repair of any damage to the Foothill Pump Station due to natural disasters such as earthquake, fire or flood) and shall also be responsible for environmental compliance associated with or relating to the operation, maintenance, repair, rehabilitation and replacement of the Foothill Pump Station.

d. Metropolitan hereby grants to Valley District the right to purchase the Property in the event of the expiration or termination of the License, at a purchase price equal to the then current fair market value (as defined under California law) for the real property (excluding improvements thereon) as determined as provided in this paragraph. In order to exercise this right to purchase, Valley District must give written notice of Valley District's intent to exercise the purchase right ("Valley District's Exercise Notice") within 30 days after the date of expiration or termination of the License. Metropolitan and Valley District shall, within 30 business days after receipt of Valley District's Exercise Notice, mutually determine the fair market value of the Property or a process for making that determination using their good faith judgment. In the event that Metropolitan and Valley District cannot agree upon the fair market

value of the Property or such a process within said 30 day period, either party shall have the right to submit the determination of the fair market value of the Property to neutral binding arbitration: (i) administered by the American Arbitration Association under its commercial arbitration rules, or (ii) conducted according to such other arbitration procedures as may be mutually agreed upon in writing by Valley District and Metropolitan. The License shall remain in full force and effect until the purchase is completed. Metropolitan and Valley District agree to execute any additional instructions and documents as are normal and usual for the sale of real property.

2. **Water Deliveries to Cone Camp Intertie.** During the term of this Agreement, Valley District agrees, upon Metropolitan's request, to deliver water using any unused capacity in the Foothill Pipeline into Metropolitan's Cone Camp Intertie. Unused capacity is defined as the design capacity (approximately 290 cfs) for the Foothill Pipeline less; (i) demand within Valley District's existing service area, and (ii) the demand in San Geronio Pass Water Agency's service area, not to exceed San Geronio Pass Water Agency's SWP contract capacity, or 32 cfs. For purposes of this Agreement, the term "demand" includes both the direct delivery of water by Valley District to other water purveyors for immediate use within Valley District's service area and the delivery of water to various facilities for the recharge of groundwater basins within Valley District's service area.

3. **Payment for Water and Foothill Pump Station Power Costs.** Metropolitan shall pay Valley District for water purchased by Metropolitan from Valley District and for power costs at the Foothill Pump Station associated with the delivery of water to Metropolitan's Cone Camp Intertie as follows:

a. Metropolitan shall, as it has in the past, pay to Valley District the rate as provided by Attachment 2 to the Coordinated Operating Agreement for all water purchased from the

Valley District and delivered through the Foothill Pipeline into Metropolitan's Cone Camp Intertie. Costs for water purchased shall be invoiced to Metropolitan no more frequently than monthly. Payment shall be due to Valley District within 60 days of receipt of invoice.

b. Metropolitan shall pay to Valley District all additional power costs for the Foothill Pump Station required to deliver water through the unused capacity in the Foothill Pipeline to Metropolitan's Cone Camp Intertie. The additional power costs for which Metropolitan is responsible shall be calculated by multiplying the power rate in dollars per acre foot at Foothill Pump Station when the water was delivered to Metropolitan times either; (i) the capacity of the Foothill Pipeline less Valley District demands upstream of the Foothill Pump Station and the flow through the Foothill Pump Station, or (ii) flow through the Foothill Pump Station, whichever is less, times the actual power rate at the Foothill Pump Station when the water was delivered to Metropolitan. For purposes of this paragraph the power rate shall be based upon a the monthly power consumption at the Foothill Pump Station divided by the acre feet of water pumped by the Foothill Pump Station during that month. When water is not delivered to Metropolitan, Metropolitan shall not pay for any power costs associated with the Foothill Pump Station. Costs for power shall be invoiced to Metropolitan no more frequently than monthly. Payment shall be due to Valley District within 60 days of receipt of invoice.

4. Term.

a. This Agreement shall be non-terminable for 10 years from the date hereinabove first written and after 10 years, the term of this Agreement shall be coincidental with the term of the Coordinated Operating Agreement and any attachments thereto.

b. Paragraph 5 of the Coordinated Operating Agreement shall be modified to read as follows:

“5. This Agreement shall remain in force for a period ending December 31, 2014, with the expectation that a definitive agreement with a minimum term of twenty years will be entered into by the parties.”

5. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United State Postal Service and addressed to the contracting parties as follows:

If to Metropolitan:

The Metropolitan Water District of Southern California  
P. O. Box 54153  
Los Angeles, CA 90054-0153  
Attention: Ms. Debra Man

If to Valley District:

San Bernardino Valley Municipal Water District  
P.O. Box 5906  
San Bernardino CA 92412-5906  
Attention: Mr. Robert Reiter

Either party may change the address to which notice or communication is to be sent by providing written notice to the other party.

6. Indemnification. Valley District agrees that it is solely responsible for the operation, maintenance, repair, rehabilitation and replacement of the Foothill Pump Station and hereby indemnifies and holds harmless Metropolitan and Metropolitan’s directors, officers, employees and agents from any and all liabilities, injuries and/or damages, whether to the Foothill Pump Station, its employees, or to third parties, arising from Valley District’s use of the Foothill Pump Station and/or the property (Exhibits A and B) subject to the License provided for by this Agreement. Said indemnification shall include all costs and attorney’s fees to defend Metropolitan from any such claim or lawsuit for injury or damages. Metropolitan hereby

indemnifies and holds harmless Valley District and Valley District's directors, officers, employees and agents from any and all liabilities, injuries and/or damages, whether to the Inland Feeder or other facilities, its employees, or to third parties, arising from Metropolitan's activities. Said indemnification shall include all costs and attorney's fees to defend Valley District from any such claim or lawsuit for injury or damages.

7. **Jurisdiction and Venue.** This Agreement shall be deemed a contract under the jurisdiction and venue of the State of California and for all purposes shall be interpreted in accordance with such laws.

8. **Alteration.** It is mutually understood and agreed that this Agreement represents the complete understanding of the parties and that no oral understanding or agreement not incorporated herein shall be binding on either party. Except as provided herein, this Agreement may not be modified or altered without formal amendment in writing, signed by both parties thereto.

9. **Coordinating Operating Agreement.** Except to the extent required by the terms of this Agreement, both parties hereby acknowledge that they remain obligated under the terms of the Coordinating Operating Agreement and Attachments 1 through 4, thereto.

**Exhibits:**

- A. Legal Description of Real Property Subject to the License
- B. Map of Real Property Subject to the License

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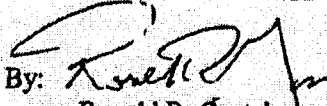
IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the date and year hereinabove first written.

APPROVED AS TO FORM:

By:   
Lauren R. Brainard  
Senior Deputy General Counsel

Date: 12/17/04

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By:   
Ronald R. Castelan  
Chief Executive Officer

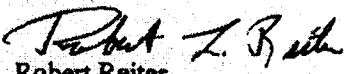
Date: 12/17/04

APPROVED AS TO FORM:

By:   
David R. E. Aladjem  
Special Counsel

Date: 12/22/04

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By:   
Robert Reiter  
General Manager

Date: 12/21/04

In duplicate

O:\a\s\contract\MDH\_Attachment 5 (Foothill Pump Station) to the Coordinated Operating Agreement 12-15-04.doc

EXHIBIT A

INFED1-27-900RL2287  
Revenue Lease RL 2287  
MWD to  
San Bernardino Valley  
Municipal Water District

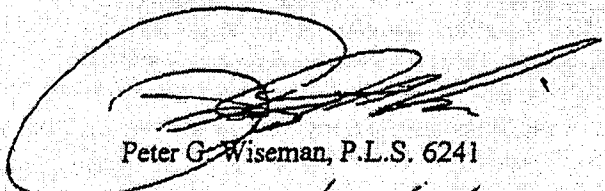
That portion of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section 1, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California more particularly described as follows:

COMMENCING at the east quarter corner of said Section 1, marked by 2" I.P. with 3" brass disk stamped "FOR LA DISTRICT U.S. CORPS OF ENGINEERS AND COUNTY OF ORANGE BY JOHNSON-FRANK ASSOC. T1S ¼ S1 S6 LS 4215 R3W R2W 1989" as shown on Record of Survey 04-028 filed in Book 121, page 56 of Record of Surveys, in the Office of the County Recorder of said County; thence S 01° 02' 02" E 2638.77 feet to the southeast corner of said Section 1, marked by a 2-1/2" brass cap stamped "SB COUNTY T1S, R2W, S6 S7, R3W S1 S12", 12" above surface in rock and concrete mound, as shown on said Record of Survey; thence along the southerly line of said SE¼SE¼, S 87° 34' 25" W 53.78 feet to the southeast corner of a triangular shaped parcel of land conveyed to The Metropolitan Water District of Southern California by Grant Deed recorded December 06, 2001 as Document No. 20010553506 of Official Records of said County; thence along the northeasterly line of said triangular parcel of land N 34° 55' 11" W 425.66 feet; thence N 56° 34' 22" W 28.19 feet to the POINT OF BEGINNING; thence leaving said northeasterly line S 88° 44' 43" W 345.98 feet; thence N 00° 32' 52" W 108.87 feet; thence N 89° 27' 08" E 22.00 feet; thence N 00° 32' 52" W 37.00 feet; thence S 89° 27' 08" W 22.00 feet; thence N 00° 32' 52" W 148.72 feet to the southerly line of that certain Grant of Easement to the San Bernardino Valley Municipal Water District recorded June 04, 1973 in Book 8196, page 25 of Official Records of said County; thence along said southerly line S 76° 35' 24" E 106.06 feet to said northeasterly line; thence along said northeasterly line the following courses S 43° 04' 19" E 64.89 feet; thence S 40° 09' 35" E 242.65 feet; thence S 56° 34' 20" E 53.61 feet to the POINT OF BEGINNING,

All as shown on EXHIBIT "B" attached hereto and made a part hereof.

END OF DESCRIPTION

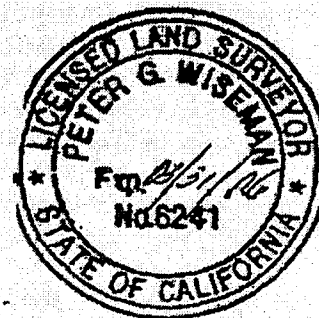
PREPARED UNDER MY SUPERVISION

  
Peter G. Wiseman, P.L.S. 6241

Date

09/21/04

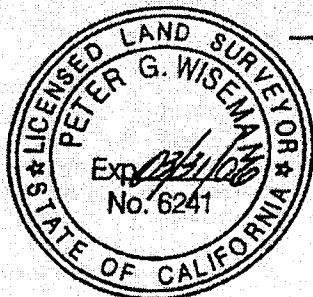
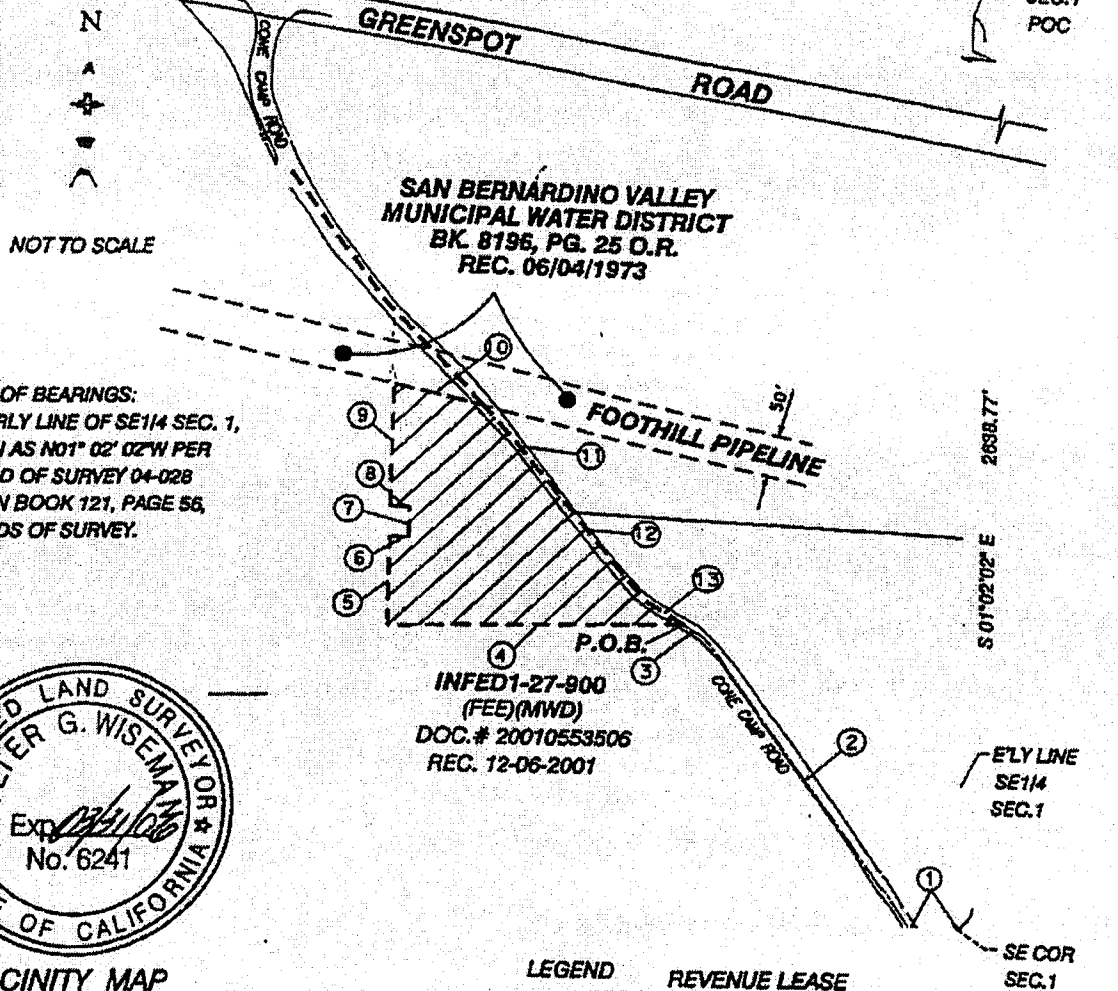
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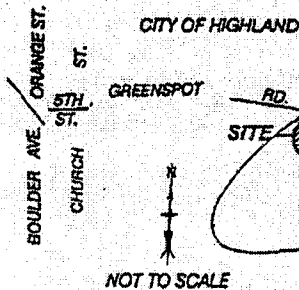
September 22, 2004

**EXHIBIT B**

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION  
 SE1/4SE1/4 OF SEC. 1, T.1S., R.3W, S.B.M.  
 COUNTY OF SAN BERNARDINO,  
 STATE OF CALIFORNIA



**VICINITY MAP**



**PREPARED UNDER  
 MY SUPERVISION**

Peter G. Wiseman P.L.S. 6241

DATE

*09/27/04*

**THE METROPOLITAN WATER DISTRICT  
 OF SOUTHERN CALIFORNIA**

**INLAND FEEDER  
 REVENUE LEASE R.L. 2287**

**MWD  
 TO  
 SAN BERNARDINO VALLEY  
 MUNICIPAL WATER DISTRICT**

**INFED1-27-900RL2287**

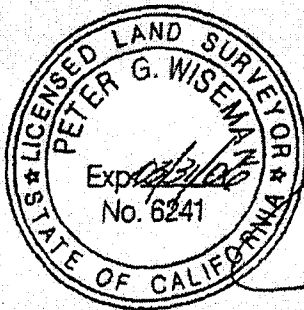
# EXHIBIT B

PAGE 2 OF 2

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION  
SE1/4 SE1/4 OF SEC. 1, T.1S., R.3W, S.B.M.  
COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA

## COURSE TABLE

LINE NO.	COURSE	DIST.
1	S87°34'25"W	53.78'
2	N34°55'11"W	425.66'
3	N56°34'22"W	28.19'
4	S88°44'43"W	345.98'
5	N00°32'52"W	108.87'
6	N89°27'08"E	22.00'
7	N00°32'52"W	37.00'
8	S89°27'08"W	22.00'
9	N00°32'52"W	148.72'
10	S78°35'24"E	106.06'
11	S43°04'18"E	64.89'
12	S40°09'35"E	242.65'
13	S58°34'20"E	53.61'



PREPARED UNDER  
MY SUPERVISION

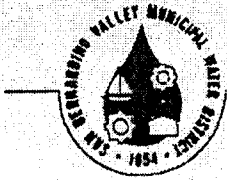
*[Signature]*  
Peter G. Wiseman P.L.S. 6241

DATE

09/27/04

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

INLAND FEEDER  
REVENUE LEASE R.L. 2287  
MWD  
TO  
SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT  
INFED1-27-900RL2287



# San Bernardino Valley Municipal Water District

1350 SOUTH "E" STREET - P. O. BOX 5906 - SAN BERNARDINO, CALIFORNIA 92412-5906 -(909) 387-9200  
FAX (909) 387-9247

December 27, 2004

Stephen N. Arakawa  
Manager, Water Resources Management  
Metropolitan Water District of Southern California  
700 North Alameda Street  
Los Angeles, CA 90012

Enclosed please find one fully executed original of Attachments 5 and 6 to the  
Coordinated Operating Agreement between The Metropolitan Water District of Southern  
California and San Bernardino Valley Municipal Water District.

Very truly yours,

  
Randy Van Gelder  
Assistant General Manager

Directors and Officers

EDWARD B. KILLGORE  
Division I

GEORGE A. AGUILAR  
Division II

PAT MILLIGAN  
Division III

MARK BULOT  
Division IV

STEVE COPELAN  
Division V

ROBERT L. REITER  
General Manager  
and Chief Engineer

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**AGREEMENT  
RELATING TO THE DIVERSION OF WATER  
FROM THE SANTA ANA RIVER SYSTEM  
AMONG  
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
CITY OF RIVERSIDE**

**Exhibit D**

**[Sections 12 and 13 of the ICSA Settlement]**

EXECUTION COPY  
AGREEMENT TO DEVELOP AND ADOPT AND INSTITUTIONAL CONTROLS GROUNDWATER MANAGEMENT PROGRAM

in recitals I.D through I.K inclusive as they may exist as of the effective date of this Agreement. Further nothing in this Agreement is intended to modify or affect in any way the judgments initially referred to in recitals I.D, I.F and I.G above. This Agreement shall not be used as evidence in any water rights claim or cause of action.

12. In the event of the failure of the Parties to this Agreement to reach agreement on the ICGMP or if such an agreement has not yet been reached and there is no approved extension of the term of this Agreement, the matter shall be resolved by limited scope mediation and arbitration. The mediation and arbitration shall be conducted by JAMS (sometimes referred to as the mediation service provider), and shall be administered, to the extent practical in the San Bernardino office, or the JAMS office closest to San Bernardino. In the event, for whatever reason, JAMS is not available or lacks the necessary expertise, the parties shall first attempt to use the services of another judicially oriented service, such as IVAMS, and use the American Arbitration Association only after all other judicially based mediation and arbitration services have refused to undertake the mediation and arbitration of the dispute.

The Parties shall promptly initiate the process when they have reached an impasse with regard to any issues preventing complete agreement on the ICGMP. The process shall require the mediation of all disputes as a condition to the initiation of the arbitration process. The mediator shall be selected by mutual agreement of all of the affected Parties, and the cost of the mediator shall be borne on an equal basis by all of the Parties to this Agreement. In the event the Parties are unable to agree on a mediator, the mediation service provider shall select a mediator with civil judicial experience. The Parties shall meet and confer prior to the mediation and provide to the mediator an agreed list of matters to be resolved by the mediation. Unless all of the Parties to the mediation agree otherwise, the only matters to be discussed at the mediation are those matters

EXECUTION COPY  
AGREEMENT TO DEVELOP AND ADOPT AND INSTITUTIONAL CONTROLS GROUNDWATER MANAGEMENT PROGRAM

submitted to the mediator following the meet and confer meeting of the Parties. Time shall be of the essence during the process and all Parties shall cooperate to promptly complete the process.

In the event the Parties are unsuccessful in resolving any or all of the issues presented to the mediator, a limited scope arbitration shall be conducted promptly following the completion of the mediation. The mediation service provider shall provide to the arbitrating parties a list of available arbitrators. The Parties shall first attempt to agree on an arbitrator having some background or expertise in water law, groundwater contamination or environmental clean-up matters, and failing to do such the mediation service provider shall select an arbitrator with complex civil judicial experience. The scope of the arbitration shall be limited to the issues presented to the arbitrator by the parties to the arbitration. The Parties shall meet and confer prior to the arbitration and provide to the arbitrator an agreed list of issues to be resolved. The arbitrator shall be instructed that the only issues for decision are those issues presented by the arbitrating parties, and that the arbitrator shall comply with California law, unless the subject matter specifically relates to a federal issue. It is specifically agreed that any decision of an arbitrator subjecting any of the Parties directly or indirectly to the Institutional Controls Ordinance is outside the scope and authority of the arbitrator and shall be unenforceable and void. The arbitrator shall have no authority to award costs or attorneys' fees. Each Party agrees that the costs of arbitration shall be shared equally by the Parties and that each Party shall bear their own attorneys fees and preparation costs. Time shall be of the essence during the arbitration process.

The decision of the arbitrator shall be binding as to those matters presented for determination. Any matters included in the decision of the arbitrator outside the issues presented for determination, including without limitation awards of costs and attorneys fees, shall be unenforceable and not binding on the parties. In the event an arbitrator attempts to include matters



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or issues outside the scope of the arbitration or any party fails to abide by the terms of this Agreement limiting the scope of the arbitration, any other party shall have the right to file an action for declaratory relief in United States Court for the Central District of California in the consolidated cases, seeking enforcement of the provisions of this Agreement limiting the scope of arbitration.

13. Defined terms that are used in this Agreement and that are also used in the Consent Decree shall have the meaning set forth in the Consent Decree. In the event that there is any inconsistency between the definition of a term in this Agreement and a definition of the same term in the Consent Decree, the definition of the term in the Consent Decree shall control.

14. Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records to facilitate such review. Access to each Party's books, documents, papers and other records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

15. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

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**COOPERATIVE AGREEMENT  
TO PROTECT WATER QUALITY AND ENCOURAGE THE CONJUNCTIVE USES OF IMPORTED  
WATER IN THE SANTA ANA RIVER BASIN**

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This Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin ("Agreement") is entered into and effective this 18 day of January, ~~2007~~ <sup>2008</sup> by and among the California Regional Water Quality Control Board, Santa Ana Region (the "**Regional Board**") and the entities listed in paragraph 11(n) below. The Regional Board and each of the entities listed in paragraph 11(n) below are individually referred to as a "**Party**" and are collectively referred to as the "**Parties**."

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Recitals

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A. Water imported to the Santa Ana River Region, as defined in Water Code section 13200(e) (the "**Region**"), from the State Water Project, the Colorado River and other sources, and to groundwater basins within the Region from other groundwater basins within the Region, is vital to meet present and future demands for water within the Region. Such water is directly used; injected or percolated within groundwater basins; stored in a groundwater basin for later use; may be combined with or used in addition to the native groundwater supplies in a basin; may be exported/imported from one basin to another; and after consumptive use may form a portion of the wastewater that is treated, recharged and reused within the Region. Such conjunctive uses of surface water and groundwater within the Region have been contemplated by the State of California at least since the issuance of the original California Water Plan in 1957 and the adoption by the State Water Quality Control Board of Resolution No. 64-1.

B. The Regional Board is charged by statute with adopting such water quality objectives as may be required to protect the beneficial uses of water within the Region. In particular, the long-term conjunctive use of groundwater in the Region requires that the quality of water in groundwater basins in the Region be managed to meet the water quality objectives for nitrogen and total dissolved solids (collectively, the "**Salinity Objectives**") adopted by the Regional Board in the 1995 Water Quality Control Plan for the Santa Ana River Basin, as amended in 2004 by R8 2004-0001 (the "**Basin Plan**").

C. The Salinity Objectives presently included in the Basin Plan are the result of a multi-year, multi-million dollar cooperative effort among many of the Parties. The Salinity Objectives are a product of the best scientific and technical information available.

D. The Legislature has declared that the facilitation of voluntary transfers of water and water rights is the established policy of the State. The Legislature has further declared that voluntary water transfers between water users can result in a more efficient use of water and can allow more intensive use of developed water resources so as to conserve all available water resources. The Legislature has directed the Regional Board to encourage voluntary transfers of water and water rights.

46 E. The Parties disagree whether the Regional Board may regulate the conjunctive  
47 uses of imported water in the Region by means of general waste discharge requirements. Some  
48 of the Parties believe the Regional Board lacks authority to regulate the conjunctive uses of  
49 water in the Region because, they contend, such water does not constitute "waste" as defined in  
50 Water Code section 13050(d); the Regional Board and other Parties believe the Regional Board  
51 has such authority.

52  
53 F. To avoid costly and time-consuming litigation brought to resolve the scope of the  
54 Regional Board's authority to regulate imported water and without prejudice to the Parties'  
55 competing views on this question, the Parties wish to act cooperatively with the goal of  
56 achieving compliance with the Salinity Objectives without the necessity of general waste  
57 discharge requirements.

58  
59 G. The Parties wish to memorialize the terms of their cooperative effort by means of  
60 this Agreement.

## 61 62 Agreements

### 63 64 65 1. *Purpose of Agreement*

66 This Agreement is intended to allow the Parties to monitor and improve water quality  
67 within the Santa Ana River Region in a manner that is consistent both with adopted water quality  
68 objectives and with the needs of the inhabitants of the Region for a reliable supply of water.  
69 This Agreement is limited in scope to compliance with and implementation of the Salinity  
70 Objectives.

### 71 2. *Parties*

72 The Regional Board or any public agency or non-profit mutual water company that  
73 imports water to the Region, exports/imports water between basins within the Region, recharges  
74 such imported water within the Region, delivers such imported water for potable use within the  
75 Region, or treats and/or recharges wastewater within the Region that includes imported water  
76 may become a Party to this Agreement.

### 77 78 3. *Term of Agreement*

79 This Agreement will have an initial term of 10 years and shall automatically renew for  
80 subsequent 10-year periods, *provided* that any Party may withdraw at any time by providing one  
81 year's written notice of withdrawal to all other Parties.

### 82 4. *Preparation of Triennial Water Quality Report*

83 The Parties that intentionally recharge imported water within the Santa Ana Region (the  
84 "**Recharging Parties**") agree voluntarily to collect, compile and analyze the N/TDS water  
85 quality data necessary to determine whether the intentional recharge of imported water in the  
86 Region may have a significant adverse impact on compliance with the Salinity Objectives within

87 the Region. To that end, the Recharging Parties will collect, compile and analyze such N/TDS  
88 water quality data and prepare, within eighteen months from the effective date of this Agreement  
89 and every three years thereafter, a report containing the following information:

90 a. A summary of the then-current ambient water quality in each groundwater  
91 management zone and a comparison of that ambient water quality with the  
92 Salinity Objectives. The Recharging Parties shall calculate ambient water quality  
93 for each groundwater management zone in a manner that allows for a technically  
94 valid comparison with the Salinity Objectives.

95 b. A summary of the amount and quality of imported water recharged in each  
96 groundwater management zone during the previous three-year period.

97 c. The initial report and each report prepared at six-year intervals thereafter will  
98 include a projection of ambient water quality in each groundwater management  
99 zone for the subsequent 20 years.

100 (1) The projection of ambient water quality for each groundwater  
101 management zone will be based upon professionally accepted modeling  
102 techniques, will reasonably account for surface fluxes of salt input, will  
103 reflect the effects of all existing and reasonably foreseeable recharge  
104 projects for which there is a certified environmental document and will  
105 compare baseline ambient water quality with the Salinity Objectives.

106 (2) The projections for different groundwater management zones may be  
107 based on different modeling techniques.

108 (3) Each report that includes a 20-year projection of ambient water quality  
109 will also present a comparison of then-current water quality in each  
110 groundwater management zone with the ambient water quality projection  
111 made six years earlier, together with an evaluation of the reason(s) for any  
112 differences.

113 The Recharging Parties will agree among themselves regarding the manner in which they will  
114 prepare the report and the manner in which they will share the cost of preparing the report. The  
115 Recharging Parties will circulate a draft version of each report to all other Parties for review and  
116 written comments for at least a 45-day period. The Recharging Parties shall consider written  
117 comments received on the draft report in preparing the final report. Upon completion of the final  
118 report, the Recharging Parties shall promptly lodge the final report with the Regional Board.

#### 119 5. *CEQA Review of Proposed Projects*

120 Each Recharging Party agrees that, when it serves as a lead agency under the California  
121 Environmental Quality Act ("CEQA") for a proposed project involving the recharge of imported  
122 water within the Region, it will analyze that project as follows:  
123

- 124 a. The environmental document will include the water quality data compiled in the  
125 most recent triennial report to the Regional Board (see paragraph 4 above) in the  
126 analysis of the potential impacts of the proposed project.
- 127 b. The environmental document will incorporate professionally acceptable modeling  
128 techniques. The Parties agree that the following models meet this standard:
- 129 (1) The Wildermuth models used to establish maximum benefit objectives.
- 130 (2) The Orange County Basin Groundwater Model.
- 131 (3) The USGS/Geoscience/Secor model of the Bunker Hill Groundwater  
132 Basin.
- 133 (4) The Chino Basin Watermaster/Inland Empire Utilities Agency model.
- 134 (5) The Beaumont-Cherry Valley model for the Beaumont management zone
- 135 (6) Eastern Municipal Water District's San Jacinto Groundwater Model.
- 136 (7) Elsinore Valley Municipal Water District's Elsinore Basin Groundwater  
137 Model.
- 138 (8) The USGS model of the Beaumont Basin (with MT3D package or  
139 equivalent added).
- 140 Updates/refinements of these models are presumed to be professionally  
141 acceptable.
- 142 c. A Recharging Party may base its environmental analysis on a model other than  
143 those described above if that model has been presented to the Regional Board at  
144 least 180 days prior to the release of the draft environmental document and there  
145 has been a determination by the Regional Board or its staff that the alternative  
146 model is acceptable.
- 147 (1) The Regional Board agrees that an alternative model is acceptable for  
148 purposes of this Agreement if the proponent of that model can  
149 demonstrate with reasonable certainty that the relative error of the model's  
150 calibration for the groundwater management zones in question for a  
151 reasonable base period is  $\pm 10\%$  or less when compared with existing  
152 groundwater data.
- 153 (2) The provisions of the immediately preceding paragraph are not to be  
154 construed to preclude other means or methodologies for an alternative  
155 model's proponent to demonstrate to the Regional Board that an  
156 alternative model is acceptable for purposes of this Agreement.

- 157 (3) If an alternative model has not been deemed acceptable by the Regional  
158 Board or its staff and a lead agency wishes to include results from that  
159 model in the environmental document, the lead agency shall include  
160 results from both the alternative model and one of the pre-approved  
161 models in the environmental document.
- 162 d. The environmental document will include the following analyses:
- 163 (1) A summary of the condition of the groundwater management zones, as  
164 reflected in the most recent triennial report to the Regional Board, that  
165 might be affected by the project.
- 166 (2) A 20-year projection of water quality in the groundwater management  
167 zone with the proposed project and a comparison of that water quality with  
168 conditions expected without the project.
- 169 (3) A comparison of the 20-year water quality projection for conditions with  
170 the proposed project with the Salinity Objectives for the groundwater  
171 management zone.
- 172 (4) A description and evaluation of any measures proposed to mitigate the  
173 potential effects of the proposed project.
- 174 e. The draft environmental document will be circulated to all Parties.
- 175 f. Each Recharging Party agrees to adopt the operative guidelines contained in this  
176 paragraph 5 as part of its CEQA implementing procedures pursuant to section  
177 15022 of the CEQA Guidelines.
- 178 g. The environmental document shall include, if required under CEQA, an effective  
179 mitigation monitoring and reporting plan that enables the lead agency to  
180 demonstrate compliance with applicable regulatory standards and any  
181 performance standards adopted in the environmental document.

182 6. *Basin Planning Updates*

183 The Regional Board will review and, if appropriate, revise water quality objectives for  
184 the purpose of facilitating the recharge of imported water in groundwater management zones  
185 within the Region. The Parties agree to cooperate in such efforts and agree to work  
186 cooperatively to develop a program that addresses the use and allocation of assimilative capacity  
187 as part of overall Basin planning and management.

188 7. *Enforcement*

189 If the Recharging Parties fail timely to prepare the triennial report described in paragraph  
190 4 above or if a Recharging Party fails to include the analyses described in paragraph 5 above in  
191 an environmental document prepared in connection with a proposed project involving the  
192 recharge of imported water, then any other Party may enforce the terms of this Agreement as

193 follows.

194 If the dispute relates to the triennial report on water quality, the Regional Board will hold  
195 a hearing asking the Recharging Parties to provide an explanation for the delay or failure to  
196 prepare the report. Such a hearing will precede an action for specific performance of the terms  
197 of this Agreement by the Regional Board. In the event that the dispute relates to the failure of a  
198 Party to provide the appropriate analysis in an environmental document, that dispute will be  
199 addressed by the Party(ies) using the remedies available under CEQA.

200 The Parties recognize that nothing in this Agreement can or is intended to divest the  
201 Regional Board of its authority under the Porter-Cologne Water Quality Control Act.  
202 Furthermore, nothing in this Agreement shall be construed as a waiver by any Party of any  
203 remedies it may have against a non-Party for interference with the implementation of this  
204 Agreement.

205 8. *Books and Records*

206 Each Party shall have access to and the right to examine any of the other Parties'  
207 pertinent books, documents, papers or other records (including, without limitation, records  
208 contained on electronic media) relating to the performance of that Party's obligations pursuant to  
209 this Agreement. The Parties shall each retain all such books, documents, papers or other records  
210 for at least four years after the termination of this Agreement to facilitate such review. Access  
211 to each Party's books and records shall be during normal business hours only. Nothing in this  
212 paragraph shall be construed to operate as a waiver of any applicable privileges.

213 9. *No Admissions*

214 Nothing in this Agreement shall be construed as an admission by any Party regarding any  
215 subject matter of this Agreement, including but not limited to the authority of the Regional Board  
216 to regulate the importation of water to the Region. The Parties agree that Evidence Code  
217 sections 1152 and 1154 render this Agreement inadmissible as evidence against any of the  
218 Parties in any adjudicative proceeding, except a proceeding to enforce or interpret the terms or  
219 conditions of this Agreement.

220 10. *Preservation of Rights*

221 The Parties agree that this Agreement is in settlement of a dispute and preserves all rights  
222 of the Parties as they may exist as of the effective date of this Agreement.

223 11. *General Provisions*

224 a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to  
225 execute this Agreement on behalf of the Party for which s/he signs. Each Party  
226 represents that it has legal authority to enter into this Agreement and to perform  
227 all obligations under this Agreement.

228 b. *Amendments.* This Agreement may only be amended with the approval of all  
229 Parties.

- 230 c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in  
231 accordance with the laws of the State of California, except for its conflicts of law  
232 rules. Any suit, action, or proceeding brought under the scope of this Agreement  
233 shall be brought and maintained to the extent allowed by law in the County of  
234 Riverside, California.
- 235 d. *Representations and Warranties.* Each representation and warranty contained  
236 herein or made pursuant hereto shall be deemed to be material and to have been  
237 relied upon and shall survive the execution, delivery and termination of this  
238 Agreement.
- 239 e. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties  
240 with respect to the subject matter of this Agreement and supersedes any prior oral  
241 or written agreement, understanding, or representation relating to the subject  
242 matter of this Agreement.
- 243 f. *Successors and Assigns.* This Agreement shall be binding on and inure to the  
244 benefit of the successors and assigns of the respective Parties to this Agreement.  
245 No Party may assign its interests in or obligations under this Agreement without  
246 the written consent of the other Parties, which consent shall not be unreasonably  
247 withheld or delayed.
- 248 g. *Advice of Counsel; Drafting by Negotiations.* This Agreement has been arrived at  
249 through negotiations and each Party has had a full and fair opportunity to revise  
250 the terms of this Agreement. As a result, the normal rule of construction that any  
251 ambiguities are to be resolved against the drafting Party shall not apply in the  
252 construction or interpretation of this Agreement. Each Party represents that it has  
253 sought and obtained any legal advice it deems necessary from its own separate  
254 counsel before entering into this Agreement.
- 255 h. *Waiver.* No waiver of any violation or breach of this Agreement shall be  
256 considered to be a waiver of any other violation or breach of this Agreement, and  
257 forbearance to enforce one or more of the remedies provided in this Agreement  
258 shall not be deemed to be a waiver of that remedy.
- 259 i. *Severability.* If, after the date of execution of this Agreement, any provision of  
260 this Agreement is held to be illegal, invalid, or unenforceable under present or  
261 future laws effective during the term of this Agreement, such provision shall be  
262 fully severable. However, in lieu thereof, there shall be added a provision as  
263 similar in terms to such illegal, invalid or unenforceable provision as may be  
264 possible and be legal, valid and enforceable.
- 265 j. *Compliance with Laws.* In performing their respective obligations under this  
266 Agreement, the Parties shall comply with and conform to all applicable laws,  
267 rules, regulations and ordinances.



- 268 k. *No Third-Party Beneficiaries.* This Agreement shall not create any right or  
269 interest in any non-Party or in any member of the public as a third party  
270 beneficiary.
- 271 l. *Necessary Actions.* Each Party agrees to execute and deliver additional  
272 documents and instruments and to take any additional actions as may be  
273 reasonably required to carry out the purposes of this Agreement.
- 274 m. *Counterparts.* This Agreement may be executed in one or more counterparts,  
275 which may be executed and delivered via facsimile transmission, each of which  
276 shall be deemed to be an original, but all of which together shall constitute but  
277 one and the same instrument.
- 278 n. *Notices.* All notices, requests, demands or other communications required or  
279 permitted under this Agreement shall be in writing unless provided otherwise in  
280 this Agreement and shall be deemed to have been duly given and received on:  
281 (i) the date of service if served personally or served by facsimile transmission on  
282 the Party to whom notice is to be given at the address(es) provided below, (ii) on  
283 the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or  
284 other similar overnight courier service, postage prepaid, and addressed as  
285 provided below, or (iii) on the third day after mailing if mailed to the Party to  
286 whom notice is to be given by first class mail, registered or certified, postage  
287 prepaid, addressed as follows:

288 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

289 California Regional Water Quality Control Board  
290 Santa Ana Region  
291 3737 Main St., Suite 500  
292 Riverside, CA 92501  
293 (951) 782-4130 ph  
294 (951) 781-6288 fax

295 CITY OF CORONA

296 City of Corona  
297 400 S. Vicentia Avenue  
298 Corona, CA 92882-2187  
299 (951) 736-2239 ph  
300 (951) 736-2231 fax

301 CITY OF RIVERSIDE

302 City of Riverside  
303 5950 Acorn Street  
304 Riverside, CA 92504-1036  
305 (951) 351-6080 ph  
306 (951) 351-6267 fax

307 EASTERN MUNICIPAL WATER DISTRICT

308 Eastern Municipal Water District  
309 2270 Trumble Road  
310 Perris, CA 92570  
311 P.O. Box 8300  
312 Perris, CA 92572-8300  
313 (951) 928-3777 ph  
314 (951) 928-6177 fax

315 ELSINORE VALLEY MUNICIPAL WATER DISTRICT

316 Elsinore Valley Municipal Water District  
317 31315 Chaney Street  
318 Lake Elsinore, CA 92530  
319 P.O. Box 3000  
320 Lake Elsinore, CA 92531-3000

321 ORANGE COUNTY WATER DISTRICT

322 Orange County Water District  
323 10500 Ellis Avenue  
324 Fountain Valley, CA 92708-6921  
325 P.O. Box 8300  
326 Fountain Valley, CA 92728-8300  
327 (714) 378-3200 ph  
328 (714) 378-3371 fax

329 SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

330 San Bernardino Valley Municipal Water District  
331 1350 South "E" Street  
332 San Bernardino, CA 92408-2725  
333 P.O. Box 5906  
334 San Bernardino, CA 92412-5906  
335 (909) 387-9200 ph  
336 (909) 387-9247 fax

337 SAN GORGONIO PASS WATER AGENCY


338 San Gorgonio Pass Water Agency  
339 1210 Beaumont Avenue  
340 Beaumont, CA 92223  
341 (951) 845-2577 ph  
342 (951) 845-0281 fax

343 WESTERN MUNICIPAL WATER DISTRICT

344 Western Municipal Water District  
345 450 E. Alessandro Blvd.  
346 Riverside, CA 92508-2449  
347 P.O. Box 5286  
348 Riverside, CA 92517-5286  
349 (951) 789-5000 ph  
350 (951) 780-3837 fax

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CALIFORNIA REGIONAL WATER  
QUALITY CONTROL BOARD

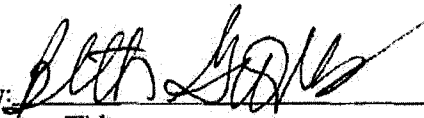
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Title: Executive Officer

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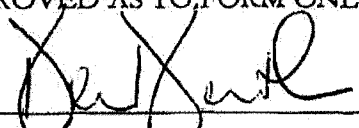
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CITY OF CORONA

By:   
Title: CITY MANAGER  
Beth Groves

APPROVED AS TO FORM ONLY:

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374 By:   
Best Best & Krieger, LLP  
City of Corona Counsel

337 SAN GORGONIO PASS WATER AGENCY

338 San Gorgonio Pass Water Agency  
339 1210 Beaumont Avenue  
340 Beaumont, CA 92223  
341 (951) 845-2577 ph  
342 (951) 845-0281 fax

343 WESTERN MUNICIPAL WATER DISTRICT

344 Western Municipal Water District  
345 450 E. Alessandro Blvd.  
346 Riverside, CA 92508-2449  
347 P.O. Box 5286  
348 Riverside, CA 92517-5286  
349 (951) 789-5000 ph  
350 (951) 780-3837 fax

CALIFORNIA REGIONAL WATER  
QUALITY CONTROL BOARD

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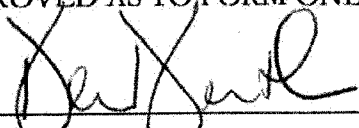
CITY OF CORONA

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By:   
Title: CITY MANAGER  
Beth Groves

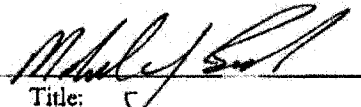
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By:   
Best Best & Krieger, LLP  
City of Corona Counsel

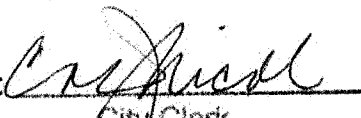
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CITY OF RIVERSIDE

By:   
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: *Susan Wilson*  
*Deputy City Attorney*

Attest:   
City Clerk

EASTERN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

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APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

EASTERN MUNICIPAL WATER DISTRICT

By: *[Signature]*  
Title: *General Manager*

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APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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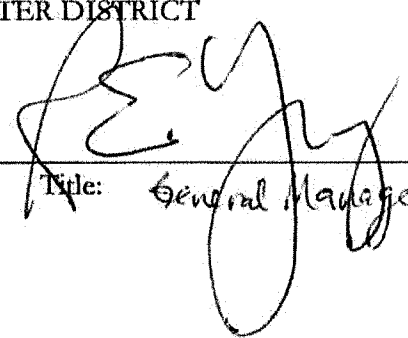
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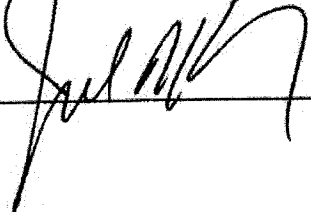
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Title: General Manager

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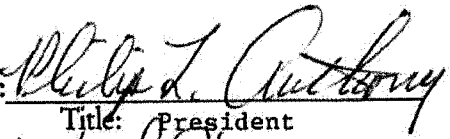
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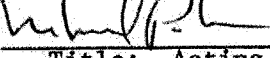
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ORANGE COUNTY WATER DISTRICT

By:  \_\_\_\_\_  
Title: President

By:  \_\_\_\_\_  
Title: Acting General Manager

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SAN GORGONIO PASS WATER  
AGENCY

By: \_\_\_\_\_  
Title: \_\_\_\_\_



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ORANGE COUNTY WATER DISTRICT

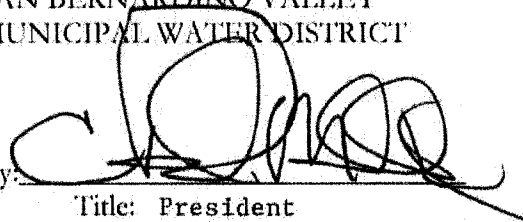
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SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By:  \_\_\_\_\_  
Title: President

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SAN BERNARDINO VALLEY  
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SAN GORGONIO PASS WATER  
AGENCY

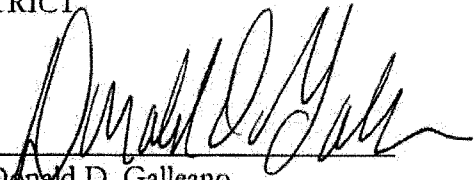
By: Jeffrey W. Davis

Title:

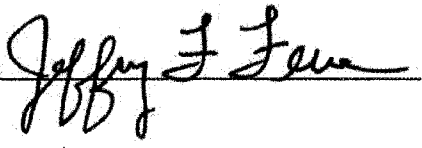
General Manager

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WESTERN MUNICIPAL WATER  
DISTRICT

By:   
Donald D. Galleano  
President, Board of Directors

APPROVED AS TO FORM ONLY:

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CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT

By: Stacy Aldstadt  
Title: GENERAL MANAGER

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,  
SANTA ANA REGION

RESOLUTION NO. R8-2008-0019

Authorizing the Executive Officer to Sign and Execute the Cooperative Agreement  
To Protect Water Quality and Encourage the Conjunctive Use  
Of Imported Water in the Santa Ana River Basin

WHEREAS:

1. In Resolution No. R8-2004-0001, the Regional Board revised the Basin Plan to adopt new water quality objectives for N/TDS based upon the recommendations of a stakeholder process;
2. The N/TDS Task Force, as the stakeholder effort has become known, is a model for the cooperative and collaborative development of water policy initiatives;
3. At its May 19, 2006 meeting, the Regional Board considered draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005, which would have adopted general waste discharge requirements for the injection/percolation of imported State Project Water, Colorado River Water or imported well water to recharge groundwater management zones within the Santa Ana Region;
4. At the close of the May 19, 2006 meeting, the Regional Board directed staff to work with appropriate stakeholders – largely the same stakeholders that had participated in the development of the new water quality objectives for N/TDS through the N/TDS Task Force – to investigate the feasibility of a cooperative program to manage salinity within the Region that would serve as an alternative approach to achieve the objectives of draft Resolution R8-2006-0042 and draft Order No. R8-2006-0005;
5. The stakeholder group has met regularly with Regional Board staff and has negotiated a proposed Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin (Attachment A);
6. The City of Corona, the City of Riverside, the City of San Bernardino Municipal Water Department, Eastern Municipal Water District, Eisimore Valley Municipal Water District, Orange County Water District, San Bernardino Valley Municipal Water District, San Gorgonio Pass Water Agency, and Western Municipal Water District of Riverside County have all executed the proposed cooperative agreement and, in doing so, have voluntarily agreed to an enhanced program to manage salinity within the Region;
7. Most water supply agencies in the State, including Metropolitan Water District of Southern California (MWDSC), are already required to collect and report routine chemical analyses to the California Department of Public Health (CDPH). In order to avoid redundant monitoring programs, MWDSC has offered to provide a copy of its annual water quality report, characterizing State Project Water, to the Regional Board. MWDSC's report to CDPH provides substantially the same

information that was originally specified in Table 1 of draft Order No. R8-2006-0005 (see Attachment B) and is a reasonable alternative approach;

8. The Regional Board wishes to obtain increased understanding of so-called "emerging contaminants" that may be present in imported water being used within the Region, however, there is significant uncertainty regarding the methods used to study emerging contaminants, including analytic methods and protocols;
9. The many issues associated with emerging contaminants are presently the subject of a number of studies, including a major study being undertaken by the National Water Research Institute (NWRI), the Metropolitan Water District of Southern California (MWDSC), and the Orange County Water District (OCWD) (NWRI/MWDSC/OCWD Study), estimated to be completed in 2009;
10. Regional Board staff believes that the NWRI/MWDSC/OCWD Study will provide data to satisfy the need for information concerning emerging contaminants for the calendar years 2008 and 2009;
11. For calendar years following 2008 and 2009, until a watershed-specific monitoring plan is developed and approved by the Regional Board, the Santa Ana River Dischargers Association (SARDA) has voluntarily agreed to provide an annual analysis of State Project Water imported to the Region for the suite of parameters sampled as part of the NWRI/MWDSC/OCWD Study;
12. The Cooperative Agreement signatories have agreed to develop a watershed-specific alternative list of emerging contaminants to be submitted for Regional Board consideration as an alternative to the parameters to be monitored during the NWRI/MWDSC/OCWD Study.
13. The Regional Board wishes to encourage voluntary programs to manage salinity and to better understand issues relating to emerging contaminants by partnering with stakeholders in a manner similar to the N/TDS Task Force. The results of the NWRI/MWDSC/OCWD study and other available data will be used in the stakeholder process to inform a program of study and investigation that includes an adaptively managed monitoring program.
14. The Cooperative Agreement and the monitoring program being developed by the stakeholder agencies within the Region obviates the need to bring back to the Board for consideration draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005.

**NOW, BE IT RESOLVED:**

1. In lieu of the adoption of draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005, the Regional Board hereby approves the proposed Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the

Santa Ana River Basin ("Agreement") and authorizes the Executive Officer to execute the Agreement on behalf of the Regional Board.

2. The Regional Board's execution of the Cooperative Agreement is contingent on the understanding that the other Cooperative Agreement signatories (the "Water Agencies") will, at their own expense, develop and implement a voluntary study program intended to better characterize the presence, extent, distribution and persistence of certain unregulated constituents in imported water used in the Santa Ana Region. The Regional Board supports this voluntary effort to manage water resources so as to avoid the need for future regulatory programs.
  - a. The study program will be based on the best available science. Additional data may be collected, as appropriate, as part of the annual plans for investigation described below.
  - b. The Water Agencies will, no later than December 31, 2008, prepare a report that provides a preliminary characterization of the presence, extent, distribution and persistence of unregulated constituents (also known as "emerging contaminants") that are indicators of the broader spectrum of constituents of water imported to the Santa Ana Region that may, in the future, be determined by appropriate regulatory agencies (e.g. USEPA or CDPH) to pose concerns for human health ("Imported Water Constituents"). This initial report will use data collected by the Department of Water Resources, the United States Geological Survey, the MWDSC/OCWD/NWRI study and other sources, as may be appropriate, that are developed consistent with generally accepted scientific data analysis protocols. The report shall be distributed to all signatories to this Agreement.
  - c. The Water Agencies will, no later than December 31, 2009, and annually thereafter, prepare a plan for investigation (including a summary of the results of all prior monitoring efforts) that addresses at least the following questions for the Imported Water Constituents:
    - i. Are there reliable and scientifically accepted protocols to test water for the presence and concentrations of these constituents?
    - ii. What is known about the presence, extent, distribution and persistence of these constituents?
    - iii. What is known about the toxicity, if any, of these constituents in terms of potential impacts on human health?
    - iv. Should additional data be collected on any of these constituents, and, if so, under what sampling and analytical protocols?
  - d. The annual plans for investigation described immediately above are not intended to substitute for the process used by USEPA and CDPH to develop MCLs or other water quality standards.

- e. It is understood that the constituents that are the subject of the annual plans for investigation will, in all likelihood, change over time as their relative importance or unimportance to human health becomes better known. The Water Agencies will select constituents that they believe will best assist in understanding the potential impacts of imported water on human health.
- f. The Regional Board may participate in the development of the report prepared pursuant to paragraph 2(b) above or the annual plans for investigation described in paragraph 2(c) above; however, such participation is not a prerequisite or condition for the development of such plan or reports.
- g. The Water Agencies will promptly prepare a status update on the progress of either the report prepared pursuant to paragraph 2(b) above or the current annual plan for investigation prepared pursuant to paragraph 2(c) above upon request by the Regional Board.
- h. The Water Agencies will promptly provide a copy of the report prepared pursuant to paragraph 2(b) above, the annual plans for investigation prepared pursuant to paragraph 2(c) above, and the results of analyses conducted pursuant to the Cooperative Agreement and this Resolution to all signatories to this Agreement, including the Regional Board.

I, Gerard J. Thibeault, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Santa Ana Region, on January 18, 2008.

  
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Gerard J. Thibeault  
Executive Officer



<b>Table I</b>			
<u>Chemical</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Minimum Frequency of Sampling and Analysis</u>
Total Water Flow	Mgd	Flow meter/totalizer	Continuous
Total Nitrogen <sup>1</sup>	mg/L	Grab <sup>2</sup>	Annually
Nitrate Nitrogen	mg/L	Grab <sup>3</sup>	Annually
Total Inorganic Nitrogen	"	"	"
Total Organic Carbon	"	"	"
Total Dissolved Solids	"	"	"
Total Trihalomethanes (TTHM) <sup>4</sup>	"	"	"
N-Nitrosodimethylamine (NDMA)	"	"	"
Methyl-tert-butyl ether (MTBE)	"	"	"
Perchlorate	µg/L	Grab	Annually
<b><i>Inorganic Chemical</i></b>			
Aluminum	µg/L	Grab	Annually
Antimony	"	"	"
Arsenic	"	"	"
Asbestos	MFL	"	"
Barium	µg/L	Grab	"
Beryllium	"	"	"
Cadmium	"	"	"
Chromium	"	"	"
Cyanide	"	"	"
Fluoride	"	"	"
Mercury	"	"	"
Nickel	"	"	"
Selenium	"	"	"
Thallium	µg/L	Grab	Annually
<b><i>Volatile Organic Chemicals (VOC)</i></b>			
Benzene	µg/L	Grab	Annually
Carbon Tetrachloride	"	"	"
1,2-Dichlorobenzene	"	"	"
1,4-Dichlorobenzene	"	"	"
1,1-Dichloroethane	µg/L	Grab	Annually

- <sup>1</sup> Total Nitrogen is defined as the sum of nitrate, nitrite, ammonia, and organic nitrogen concentrations, expressed as nitrogen.
- <sup>2</sup> Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks.
- <sup>3</sup> Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks.
- <sup>4</sup> Sum of bromodichloromethane, dibromochloromethane, bromoform, and chloroform.

<b>Table I</b>			
<u>Chemical</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Minimum Frequency of Sampling and Analysis</u>
1,2-Dichloroethane	µg/L	Grab	Annually
1,1-Dichloroethylene	"	"	"
Cis-1,2-Dichloroethylene	"	"	"
trans-1,2-Dichloroethylene	"	"	"
Dichloromethane	"	"	"
1,2-Dichloropropane	"	"	"
1,3-Dichloropropene	"	"	"
Ethylbenzene	"	"	"
Monochlorobenzene	"	"	"
Styrene	"	"	"
1,1,2,2-Tetrachloroethane	"	"	"
Tetrachloroethylene	"	"	"
Toluene	"	"	"
1,2,4-Trichlorobenzene	"	"	"
1,1,1-Trichloroethane	"	"	"
1,1,2-Trichloroethane	"	"	"
Trichloroethylene	"	"	"
Trichlorofluoromethane	"	"	"
1,1,2-Trichloro-1,2,2-Trifluoroethane	"	"	"
Vinyl Chloride	"	"	"
Xylenes <sup>5</sup>	µg/L	Grab	Annually
<b><i>Non-Volatile Synthetic Organic Chemicals (SOCs)</i></b>			
Alachlor	µg/L	Grab	Annually
Atrazine	"	"	"
Bentazon	"	"	"
Benzo(a)pyrene	"	"	"
Carbofuran	"	"	"
Chlordane	"	"	"
2,4-D	"	"	"
Dalapon	"	"	"
Dibromochloropropane (DBCP)	"	"	"
Di(2-ethylhexyl)adipate	"	"	"
Di(2-ethylhexyl)phthalate	"	"	"
Dinoseb	"	"	"
Diquat	"	"	"
Endothall	"	"	"
Endrin	"	"	"
Ethylene Dibromide (EDB)	"	"	"
Glyphosate	"	"	"
Heptachlor	µg/L	Grab	Annually

<sup>5</sup> Limit is for either a single isomer or the sum of the isomers.

<b>Table I</b>			
<b><u>Chemical</u></b>	<b><u>Units</u></b>	<b><u>Type of Sample</u></b>	<b><u>Minimum Frequency of Sampling and Analysis</u></b>
Heptachlor Epoxide	µg/L	Grab	Annually
Hexachlorobenzene	"	"	"
Hexachlorocyclopentadiene	"	"	"
Lindane	"	"	"
Methoxychlor	"	"	"
Molinate	"	"	"
Oxamyl	"	"	"
Pentachlorophenol	"	"	"
Picloram	"	"	"
Polychlorinated Biphenyls	"	"	"
Simazine	"	"	"
Thiobencarb	"	"	"
Toxaphene	"	"	"
2,3,7,8-TCDD (Dioxin)	"	"	"
2,4,5-TP (Silvex)	µg/L	Grab	Annually
<b><u>Disinfection By-products</u></b>			
	µg/L	Grab	Annually
Total Haloacetic acids (five) (HAA5) <sup>6</sup>	"	"	"
<b><u>Notification Levels</u></b>			
Copper	µg/L	Grab	Annually
Lead	µg/L	Grab	Annually
<b><u>Radionuclides</u></b>			
Combined Radium-226 and Radium-228	pCi/l	Grab	Annually
Gross Alpha particle activity (including Radium-226 but excluding Radon and Uranium)	"	"	"
Tritium	"	"	"
Strontium-90	"	"	"
Gross Beta particle activity	"	"	"
Uranium	pCi/l	Grab	Annually

<sup>6</sup> Sum of monochloroacetic acid, dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid).



## Proposed Work Plan for Santa Ana Watershed Project Authority's Emerging Constituents Workgroup in 2010-2011

### 1.0 Introduction

Water quality is routinely sampled at tens of thousands of locations across the U.S. Samples are collected from rain water, storm water runoff, freshwater streams, lakes and reservoirs, groundwater wells and tap water to characterize the quality of various supply sources. Additional samples from the sewage systems are analyzed to ensure pollution prevention programs and wastewater treatment plants are meeting all federal and state water quality standards.

Most sampling programs focus on a few hundred of the most common chemical constituents to assess overall water quality. These chemicals were selected from the larger universe of known chemicals because there is sufficient scientific evidence to indicate they may pose an increased risk to humans, plants or animals (including aquatic organisms) when they occur at elevated concentrations.

Several different regulatory agencies share responsibility for determining the acceptable concentration of potential pollutants. This is a formidable task as there are tens of thousands of chemical compounds in common use. Consequently, state and federal authorities rely on sales/usage information and monitoring data to establish appropriate research priorities for setting new water quality standards through a sophisticated and thorough regulatory review process.<sup>1</sup>

Improvements in analytical technology over the last decade have dramatically increased the number of chemicals we can detect and greatly decreased the concentration at which we can detect them.<sup>2</sup> Today, we are able to identify and quantify some potential pollutants in the range of one part-per-trillion (ppt) or less.<sup>3</sup> For perspective, 1 ppt is approximately equal to a plot of land the size of a postage stamp in an area the size of Orange County.

This new ability to detect infinitesimally small chemical concentrations has fundamentally altered our understanding of what's in the water. Trace levels (approx. 1-100 ppt) of many different man-made chemicals, particularly pesticides, pharmaceuticals and personal care products, have been found in waters across the United States. Collectively, these compounds are referred to as "Emerging Constituents" (ECs) because their presence is just starting to be revealed by rapid advances in analytical technology.<sup>4</sup>

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<sup>1</sup> See, for example, U.S. EPA's process for identifying Candidate Contaminant List (CCL).

<sup>2</sup> Vanderford, B.J., et al. "Analysis of Endocrine Disrupters and Personal Care Products in Water Using Liquid Chromatography and Tandem Mass Spectrometry." *Analytical Chemistry*. 2003 (75:6265-6274)

<sup>3</sup> Vanderford, B.J. and Shane Snyder. "Analysis of Pharmaceuticals in Water by Isotope Dilution Liquid Chromatography/Tandem Mass Spectrometry." *Environmental Science and Technology*. 2006 (p. 7312-7320).

<sup>4</sup> Emerging Constituents is one of several similar phrases used to describe the same phenomena. Synonyms include: emerging contaminants of concern, chemicals of emerging concern (CEC), micro-constituents, micro-pollutants, trace organics, etc. Such phrases may mistakenly imply that it is the concern that is emerging rather than the knowledge that certain chemicals may be present in a water sample. Similarly, referring to such compounds as Emerging Pollutants or Emerging Contaminants may mistakenly imply that the levels detected

Once new chemicals are detected, the question naturally arises as to what effect, if any, these compounds have on the municipal drinking water supplies. As part of the Recycled Water Policy adopted in early 2009, the California State Water Resources Control Board ("State Board") recently convened a Blue Ribbon Panel of Experts to address this concern.<sup>5</sup> The Panel's mission is to recommend appropriate water quality monitoring strategies for ECs based on the best available pharmacological and toxicological information taking into consideration the fate and transport of such chemicals through advanced treatments systems and the natural environment. The Panel is expected to publish its final recommendations in mid-2010.

## 2.0 Regulatory Context

In general, chemical compounds can be divided into two categories: regulated and unregulated. Regulated chemicals include those where a formal water quality standard or a state notification level has been established.<sup>6</sup> State and federal authorities may issue orders governing the release of such compounds into the environment. These regulations may range from relatively simple monitoring and reporting requirements to strict discharge prohibitions.

Unregulated chemicals are those for which no water quality standard or state notification level have been established. By definition, ECs are usually considered unregulated chemicals. However, that status may change as new information is developed. To that end, additional data are needed to characterize the presence and persistence of ECs throughout the water supply system. This information, along with epidemiological and toxicological data, may be used to set priorities for developing new water quality criteria, Maximum Contaminant Levels (MCLs), state notification levels and future water quality monitoring requirements.

Because the analytical techniques used to support EC characterization studies are still in the earliest stages of development, great care must be exercised when using the results of those studies. The data generated from the non-standard methods employed during the preliminary characterization studies are not sufficiently accurate for regulatory purposes such as: 303(d) listing decisions, antidegradation analyses, or translating narrative criteria into numeric effluent limits. These legal determinations depend on detailed risk assessments that are not yet available. However, the data from such studies is useful for determining which ECs, if any, should be prioritized for additional method development in order to determine whether more formal regulatory assessments may be needed in the future.

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pose a known hazard to people or the environment. The Emerging Constituents Workgroup in the Santa Ana region has chosen to use the phrase "emerging constituents" to describe a large group of chemicals that may or may not pose a risk to human health and the environment. The California Office of Environmental Health Hazard Assessment and U.S. EPA have primary legal responsibility for making the necessary risk assessments and publishing appropriate water quality standards for all chemicals including Emerging Constituents.

5 SWRCB. Recycled Water Policy. Resolution No. 2009-0011 (adopted 2/3/09). A summary of the Blue Ribbon Panel's work-in-progress is available at [www.sccwrp.org](http://www.sccwrp.org)

6 Concentrations of concern may be expressed as Maximum Contaminant Levels (MCLs), Public Health Goals (PHGs), State Notification Levels, 304(a) Criteria, Basin Plan objectives, TMDL targets, wasteload allocations, or receiving water limitations. Some of these also serve as formal regulatory thresholds.

Pending development of additional water quality standards, the California Department of Public Health ("DPH") previously suggested that periodic monitoring for trace organic chemicals may serve as a useful indicator of groundwater quality downgradient of recycled water projects.<sup>7</sup> Such data may also be used to corroborate the effectiveness of soil-aquifer treatment and the multi-barrier approach to preventing pathogen pollution. Therefore, as part of the proposed Groundwater Recharge Reuse Regulations, DPH prepared a draft list of ECs to guide planning and permitting efforts for recycled water projects.<sup>8</sup>

Acting on DPH's draft recommendations, Regional Boards began adding EC monitoring requirements to the permits for recycled water projects. As the use of recycled water has increased, so have the number of permits containing such provisions.<sup>9</sup> By 2006, some form of EC monitoring, often based on DPH's preliminary suggestions, was rapidly becoming a permit condition for all direct and indirect recharge of recycled water.<sup>10</sup>

Recognizing that the draft monitoring list for ECs was being misunderstood, DPH subsequently revised the draft Groundwater Recharge Reuse Regulation to clarify its original intent. DPH eliminated the list of specific chemicals and instead proposed that recycled water projects analyze for representative compounds within broad chemical categories (hormones, pharmaceuticals, personal care products, industrial chemicals, pesticides, etc.). The specific choice of chemical would be left to the project proponent and the permitting authorities.<sup>11</sup>

The SWRCB adopted the Recycled Water Policy and convened the aforementioned Blue Ribbon Panel of Experts to review the available science and make appropriate recommendations for future EC monitoring. California's Blue Ribbon Panel is only one of many different groups undertaking similar efforts. Recent news articles and a number of scientific papers and technical reports increased public awareness of the issue and provided impetus for additional EC investigations around the country.<sup>12</sup>

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<sup>7</sup> DPH serves several different regulatory roles with respect to groundwater recharge projects. DPH is responsible, under statute, for establishing water quality criteria for groundwater recharge projects. DPH also acts as a consultant to the Regional Boards on the permit requirements for specific groundwater recharge projects. And, DPH has a co-equal role with the Regional Boards in establishing permit requirements for groundwater recharge projects that rely on direct injection rather than surface percolation.

<sup>8</sup> <http://www.cdph.ca.gov/certlic/drinkingwater/Documents/Recharge/DraftRechargeRes2008.pdf> (see Endnote 5). See also <http://www.cdph.ca.gov/certlic/drinkingwater/Pages/EmergingContaminants.aspx>

<sup>9</sup> See, for example, Monitoring and Reporting Program for Regional Board Order No. R8-2005-0033 for Phase I of the Chino Basin Recycled Water Groundwater Recharge Project.

<sup>10</sup> See, for example, the NPDES permit issued to Donald C. Tillman Water Reclamation Plant (NPDES No. CA0056227) and the proposed draft NPDES Permit for the Henry N. Wochholz Regional Water Recycling Facility operated by the Yucaipa Valley Water District (NPDES No. CA0105619). Attachment K: List of Unregulated Chemicals: Endocrine Disrupting Chemicals & Pharmaceuticals and Other Chemicals (2007).

<sup>11</sup> A more detailed discussion of the history of EC monitoring as it relates to NPDES permitting requirements in California is provided in the Phase-I Report of the Emerging Constituents Task Force. Santa Ana Watershed Project Authority. April, 2009. Available for download at: <http://www.sawpa.org>

<sup>12</sup> Jeff Donn, Martha Mendoza and Justin Pritchard, Associated Press. "AP Probe Finds Drugs in Drinking Water." March 10, 2008.

### 3.0 Current Studies to Characterize Emerging Constituents

Recently, several large-scale water quality characterization studies began testing for select ECs. The U.S. Geological Survey's National Ambient Water Quality Assessment (NAWQA) and Groundwater Ambient Monitoring Assessment (GAMA) are probably the largest and best known of these research efforts. Results from samples collected throughout the nation indicate that ECs have been detected at trace levels in some surface and groundwater samples.

Subsequent investigations have detected the presence of similar chemicals in both source waters and tap waters.<sup>13</sup> And, follow-on studies found trace amounts of some ECs in highly treated recycled waters.<sup>14</sup> The concentration of trace organic compounds fluctuates greatly from location to location and from day to day. New research is underway to determine if additional treatment can reduce or eliminate ECs cost-effectively.<sup>15</sup>

Given these findings, and the significant role recycled water plays in Southern California, a coordinated effort to characterize the presence of ECs in the Santa Ana River watershed was recently initiated. In 2007-8, the USGS collected and analyzed local groundwater samples as part of the GAMA program. Results of this effort were published in November, 2009 and the EC data are summarized in Table 1.

**TABLE 1: EC Characterization for Select Ground Waters in the Santa Ana Region**

Compound	Use	# Detections	Detection %	LRL*
Acetaminophen	Analgesic	3 of 89 wells	3%	25 ng/L
Caffeine	Stimulant	3 of 89 wells	3%	15 ng/L
Carbamazepine	Anti-convulsant	5 of 89 wells	6%	30 ng/L
Sulfamethoxazole	Antibiotic	0 of 89 wells	0%	10 ng/L

\*LRL = Laboratory Reporting Level

Other pharmaceutical compounds evaluated included: Codeine (narcotic), Continine (nicotine metabolite), Dehydronifedipine (anti-angina metabolite), Diltiaem (anti-angina), Diphenhydramine (antihistamine), Salbutamol (bronchodilator), Thiabendazole (anthelmintic), Trimethoprim (antibacterial), Warfarin (anti-coagulant).

<sup>13</sup> Benotti, M.J., R.A. Trenholm, B.J. Vanderford, J.C. Holady, B.D. Stanford and S. A. Snyder. "Pharmaceuticals and endocrine disrupting compounds in U.S. drinking water." *Environmental Science and Technology*. 2009

<sup>14</sup> Snyder, Shane. Southern Nevada Water Authority - Applied R&D Center. Testimony before the Senate Subcommittee on Transportation Safety, Infrastructure Security and Water Quality on Pharmaceuticals in the Nation's Water: Assessing Potential Risks and Actions to Address the Issue. April 15, 2008.

<sup>15</sup> See, for example, Dickenson, E.R., J.E. Drewes, D.L. Sedlak, E.C. Wert and S.A. Snyder. "Applying surrogates and indicators to assess removal efficiency of trace organic chemicals during chemical oxidation of wastewaters." *Environmental Science and Technology*. 2009.



The GAMA study also analyzed for nine other pharmaceutical compounds (listed above). None of these other chemicals were detected in any of the groundwater samples. USGS concluded that:

*"No pharmaceutical compound was detected in more than five wells, and all of the concentrations were low. Health-based thresholds do not exist for concentrations of pharmaceuticals in drinking water. However, to reach concentrations of the two detected medications (acetaminophen and carbamazepine) equal to dosages typically recommended or prescribed would, in all cases, require consuming more than one million liters of the sampled water. The sampled concentrations of caffeine were, in all cases, less than one-millionth of the concentration of caffeine in regular coffee."<sup>16</sup> (pg. 13)*

In addition, three water agencies undertook a focused sampling program to characterize EC concentrations in surface waters including water imported to the region from the State Water Project and the Colorado River. The agencies also evaluated samples collected from the Santa Ana River, its tributaries, and select wastewater discharges to these streams.<sup>17</sup> Consistent with previous studies performed elsewhere, preliminary data from the Santa Ana investigation detected the presence of some ECs in surface waters throughout the region (see Table 2).

**TABLE 2: Partial EC Characterization for Surface Waters in Santa Ana River (n=32)<sup>18</sup>**

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	9 ng/L	47 ng/L	1620 ng/L
Carbamazepine	Anti-convulsant	49 ng/L	135 ng/L	267 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	48 ng/L	590 ng/L
Primidone	Anti-convulsant	41 ng/L	90 ng/L	146 ng/L
Sulfamethoxazole	Antibiotic	4 ng/L	160 ng/L	721 ng/L

This finding is not surprising considering that recycled water often comprises more than 90% of the flow in the Santa Ana River and trace levels of some ECs were also detected in the treated municipal wastewater discharged to the river (see Table 3).

<sup>16</sup> Kent, Robert and Kenneth Belitz. United States Geological Survey (USGS). Ground-Water Quality Data in the Upper Santa Ana Watershed Study Unit, November 2006 – March 2007: Results from the California GAMA Program. Data Series 404. November, 2009.

<sup>17</sup> Guo, Y.C. et al, "Occurrence, Fate and Transport of PPCPs in Three California Watersheds." AWWA Water Quality Technology Conference, November, 2009. Seattle, WA (Research co-sponsored by Metropolitan Water District of Southern California, Orange County Water District, and National Water Research Institute).

<sup>18</sup> Eight stream sites were each sampled four times between April, 2008 and April, 2009.

**TABLE 3: Partial EC Characterization for Municipal Effluents (n=16)<sup>19</sup>**

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	14 ng/L	1883 ng/L
Carbamazepine	Anti-convulsant	123 ng/L	208 ng/L	331 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	22 ng/L	1178 ng/L
Primidone	Anti-convulsant	84 ng/L	146 ng/L	171 ng/L
Sulfamethoxazole	Antibiotic	4 ng/L	417 ng/L	1593 ng/L

Finally, trace concentrations of some ECs were identified in water imported to the Santa Ana Region from the State Project (see Table 4) and the Colorado River (see Table 5).

**TABLE 4: Partial EC Characterization for State Project Water (n=8)<sup>20</sup>**

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	7 ng/L	37 ng/L
Carbamazepine	Anti-convulsant	<1 ng/L	2 ng/L	4 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	<5 ng/L	5 ng/L
Primidone	Anti-convulsant	<2 ng/L	2 ng/L	10 ng/L
Sulfamethoxazole	Antibiotic	5 ng/L	10 ng/L	11 ng/L

**TABLE 5: Partial EC Characterization for Colorado River Water (n=4)<sup>21</sup>**

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	<5 ng/L	<5 ng/L
Carbamazepine	Anti-convulsant	<1 ng/L	<1 ng/L	2 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	<5 ng/L	<5 ng/L
Primidone	Anti-convulsant	<2 ng/L	2 ng/L	3 ng/L
Sulfamethoxazole	Antibiotic	<1 ng/L	<1 ng/L	1 ng/L

<sup>19</sup> Four wastewater treatment plans were each sampled four times between April, 2008 and April, 2009. The four plants include three that discharge to the Santa Ana river system and one that discharges to the Colorado River in Nevada.

<sup>20</sup> Two samples locations, representing the east and west branches of the State Project Water in Southern California, were sampled four times each between April, 2008 and April, 2009.

<sup>21</sup> Four samples were collected from Lake Mathews, the terminal reservoir for Colorado River imported to Southern California, between April 2008 and April 2009.

After confirming that ECs were present, water and wastewater agencies throughout the Santa Ana region elected to continue their characterization studies and to coordinate those efforts with one another. This voluntary program is intended to supplement the existing knowledge base pending recommendations from the Blue Ribbon Panel of Experts and potential new policy guidance from DPH and/or the State Board. At this time, it is not known what those recommendations will be or what actions DPH and the State Board will take based on those recommendations.

#### **4.0 Purpose**

The water and wastewater agencies serving the Santa Ana region are committed to develop an EC investigation program that addresses the public's desire to know more about what chemicals may be in their water supplies. Such efforts are essential to increase public acceptance and encourage greater use of recycled water.

The rationale for this voluntary program was recently described in a report entitled: "Managing Contaminants of Emerging Concern in California." The report summarizes results and recommendations from a forum of regulatory and scientific experts convened to assist the State Board in developing a scope-of-work for the Blue Ribbon Panel. Workshop participants found that more data characterizing the presence and persistence of ECs will: 1) establish a baseline to evaluate fate and transport mechanisms and potential trends in water quality which is essential to develop a risk-based approach to understanding and managing exposure to ECs; 2) aid federal and state authorities as they set priorities for and determine whether to develop new water quality criteria; and 3) be useful for evaluating the effectiveness of pollution prevention and source control programs.

The report also identified three steps that should be taken as agencies collaborate to characterize and understand the effects of ECs on public health and the environment. The first step will be filling data gaps through investigative monitoring and targeted research. The second step will be identifying, developing and testing accurate and reliable methods for detecting ECs at very low levels. The third step will be to incorporate the measurement of ECs into on-going water quality studies, such as those that have been undertaken by Inland Empire Utilities Agency, the Metropolitan Water District of Southern California, National Water Research Institute and Orange County Water District. The workshop participants stressed that:

*"In lieu of regulations or compliance monitoring...investigative chemical monitoring should be used as the first step towards development of a management strategy in California." [A key element] "of this process will be our ability to adapt the strategy as new information becomes available. Since relatively little is known about CECs at this time, new information and technology will undoubtedly affect our ability to monitor and establish thresholds for CECs. Preliminary CEC monitoring lists will be subject to trial and error."*<sup>22</sup>

As noted earlier, the draft DPH Groundwater Recharge and Reuse regulations do not identify the specific ECs that must be monitored. Rather, DPH states that this determination must be made on a project-by-project basis and will vary based on a number of considerations including the source of the recharge water, the type of treatments applied to the recycled water and the nature of soil conditions in the area and other factors that may affect the fate, transport and degradation of ECs in the environment. DPH also acknowledges that, for some projects, other chemicals (such as the relative amounts of inorganic tracers or total organic carbon) may provide a better indication of the sources influencing groundwater quality than the specific concentration of various trace organic compounds. It is the responsibility of the project proponents to recommend and justify an appropriate monitoring strategy to the state permitting authorities.

Because analytical technology is constantly improving and our knowledge of which chemicals may pose an unacceptable risk to people and the environment is always growing, it is agreed that any EC investigation program must be updated regularly. Therefore, it is likely that the list of chemicals recommended for future characterization studies will change over time. The water and wastewater agencies proposing to undertake this investigation are committed to a process of adaptive management to ensure the EC characterization program fulfills its stated purpose using the best available science.

To facilitate early implementation of these recommendations, stakeholders in the Santa Ana region propose to undertake a water quality characterization study in 2010-11 to fill some of the aforementioned data gaps. Samples collected from select surface water streams, imported water sources and wastewater treatment plants will be analyzed for a representative group of ECs using the best analytical technology presently available.

The EC Workgroup will prepare a written Sampling and Analysis Plan (SAP) describing the specific data quality objectives, sampling locations, sampling protocols, sampling frequency, analytical methods, QA/QC procedures, database management and reporting requirements. The plan will also discuss the appropriate and inappropriate uses of the data given the various method limitations. The SAP will be submitted to the Regional Board staff by March 15, 2010 for review and comment. The general specifications for the 2010-2011 EC Characterization Study are described in Section 5.

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<sup>22</sup> "Managing Contaminants of Emerging Concern in California." California CEC Workshop. Co-sponsored by the Southern California Coastal Water Research Project (SCCWRP), California Ocean Protection Council, California Ocean Science Trust, National Water Research Institute, San Francisco Estuary Institute and the Urban Water Research Center at the University of California-Irvine. Held: April 28-29, 2009. Report published in Sept., 2009 and is available at:  
[ftp://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/600\\_CEC\\_wkshp2009.pdf](ftp://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/600_CEC_wkshp2009.pdf)

## 5) 2010-11 Characterization Study

### A) Proposed Analytes

Table 6 identifies the trace organic compounds that the stakeholders propose to assess during the 2010 characterization period. The list may be revised for the 2011 characterization period based on recommendations from the Blue Ribbon Panel of Experts or new guidance from the State Board.

**Table 6: ECs to be Analyzed**

Chemical	Category	Common Use	Notes
Acetaminophen (aka "Tylenol")	Pharmaceutical	Over-the Counter Analgesic	3,4,5,8
Bisphenol-A (BPA)	Industrial	Plastic Manufacturing	7
Caffeine (coffee, tea, soft drinks)	Food Additive	Non-Prescription Stimulant	3,5,6,8
Carbamazepine	Pharmaceutical	Prescription Anti-Convulsant	1,2,3,4, 5,6,8
DEET (aka "Off")	Pesticide	Household Insect Repellent	1,2,6
Diuron	Herbicide	Weed Control	6
Ethinylestradiol/Ethinylestradiol	Hormone	Prescription	1,2,4,6
Gemfibrozil	Pharmaceutical	Prescription Anti-Cholesterol	1,2,3,4,5,6
Ibuprofen (aka "Advil")	Pharmaceutical	Over-the-Counter Analgesic	3,4,5
Sulfamethoxazole	Pharmaceutical	Prescription Antibiotic	1,2,3,5,6,8
TCEP	Industrial	Flame Retardant	1,2,3,6

#### Selection Criteria Notes:

- 1) Commonly detected in national studies of water supply sources.
- 2) Commonly detected in national studies of finished drinking water.
- 3) Detected in SAR surface waters and/or effluents in MWDSC/NWRI/OCWD study.
- 4) Detected in Inland Empire Utility Agency's existing EC monitoring program.
- 5) Detected in previous USGS studies of the Tualatin River system in Oregon.
- 6) Recommended by expert panel assembled to review an advanced reclamation project proposed for the West Basin.
- 7) Recently added to U.S. EPA's Candidate Contaminant List (CCL)
- 8) Detected by the USGS GAMA program in Santa Ana groundwater samples.

**B) Proposed Sampling**

**Table 7: Sampling Locations, Frequency, Type & Responsibilities**

Sampling Site	Sampling Frequency	Sample Type	Responsible Agency <sup>23</sup>
Final Effluent from All Wastewater Treatment Plants <sup>24</sup>	Annually	24-hour Composite	Permitted Operator
State Project Water @ Devil Canyon	Annually	Representative Grab	MWDSC
Colorado River @ San Jacinto West Portal	Annually	Representative Grab	MWDSC
Santa Ana River near MWD Crossing	2x/year	Representative Grab	OCWD
Santa Ana River near Prado Dam	2x/year	Representative Grab	OCWD

Water samples will be collected by June of each year. Second samples, when needed, will be collected by September of each year. Due to the time required to analyze samples, review QA/QC and summarize results, data from the summer collection period will be included in the next year's report.<sup>25</sup>

**C) Proposed Methods**

At present, there are no standardized or certified methods for analyzing most ECs.<sup>26</sup> Until EPA approves such methods, the EC Workgroup is committed to using the best analytical technology commercially available: LC-MS-MS with isotope dilution. In general, this technique is capable of detecting select ECs in de-ionized laboratory water at concentrations of 1 to 10 ng/L. However, the specific reporting detection level (RDL) will vary over time and between laboratories in more complex water matrices. Therefore, more detailed data quality objectives and QA/QC requirements will be specified in the Sampling and Analysis Plan submitted to the Regional Board.

<sup>23</sup> Pending approval and funding authorization from each agency.

<sup>24</sup> Includes all wastewater treatment plants operating under a valid NPDES permit or Waste Discharge Requirement (WDR) issued by the California Regional Water Quality Control Board – Santa Ana Region and/or U.S. EPA regardless of whether the discharge is to waters of the U.S. or waters of the state.

<sup>25</sup> Therefore, the report submitted in November, 2010 will include only the results for samples collected in May, 2010. The report submitted in November, 2011 will include the results for samples collected in August, 2010 and May, 2011.

<sup>26</sup> U.S. EPA approves analytical methods pursuant to 40 CFR Part 136.

#### D) Proposed Reporting

Participating stakeholders will submit copies of all sampling documents (field notes and chain of custody forms) and laboratory reports to the Santa Ana Watershed Project Authority (SAWPA). SAWPA will input the data to the SAWDMS database and prepare an annual report summarizing results of the EC characterization program. A draft copy of the EC report will be distributed for review and comment and SAWPA will convene a stakeholder meeting shortly thereafter to discuss suggested revisions to the draft document. The final report will be submitted to the Regional Board, on behalf of the stakeholders, by December 31<sup>st</sup> of each year.

The annual report will include a detailed description of the chemical analytes, sampling locations, sampling dates and protocols, analytical methods, QA/QC procedures and relevant results. Where appropriate, the report will also include any recommended changes to future EC sampling efforts (including revised analytes or sampling locations).

Finally, to facilitate public understanding of the new information, the report will describe the toxicological relevance of the measured EC concentrations. The purpose of this discussion is to provide, where possible, a scientific context for evaluating the relative health risks of these trace organic compounds.<sup>27</sup>

#### E) Proposed Schedule for 2010-11 Study Period

Task	Description	Deadline
1	Prepare and Submit EC Sampling and Analysis Plan	Mar. 15, 2010
2	Collect and Analyze Initial Samples from All Locations in Table 7	June 30, 2010
3	Submit Initial Sample Results and Related Documentation to SAWPA	July 31, 2010
4	ECW Meeting to Review and Discuss Initial Sample Results	Aug. 31, 2010
5	Collect and Analyze Second Surface Water Samples	Sept. 30, 2010
6	Distribute Draft Annual Report to Emerging Constituents Workgroup	Oct. 31, 2010
7	ECW Meeting to Review and Finalize Annual Report	Nov. 30, 2010
8	Submit First Annual Report to Regional Board	Dec. 31, 2010
9	Submit Second Surface Water Sample Results from 2010 to SAWPA	Jan. 31, 2011

<sup>27</sup> See, for example, "Toxicological Relevance of Endocrine Disrupting Chemicals and Pharmaceuticals in Water" American Water Works Association Research Foundation Report No. 3085/WRF 04-003.

### **E) Emerging Constituents Workgroup**

SAWPA will periodically coordinate meetings of the Emerging Constituents Workgroup (ECW) to organize the next phase of the EC characterization study. This includes reviewing new water quality data, preparing the annual EC report, and integrating new EC policies enacted by the State Board and DPH.

During 2010, and after reviewing the final published results from the GAMA study and the MWDSC/NWRI/OCWD study, the ECW will determine whether it is useful and appropriate to expand the investigation effort to include storm water samples and select groundwater locations in 2011.



**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**CITY OF CORONA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**EASTERN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**ORANGE COUNTY WATER DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

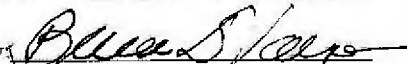
APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By:   
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: 

**WESTERN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**YUCAIPA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**CITY OF REDLANDS**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

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**CITY OF RIALTO**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**INLAND EMPIRE UTILITIES AGENCY**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**LEE LAKE WATER DISTRICT**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**CITY OF BEAUMONT**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**SAN GORGONIO PASS WATER AGENCY**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**CRESTLINE-LAKE ARROWHEAD WATER AGENCY**

**DEMONSTRATION PROJECT**

**WATER EXCHANGE AGREEMENT**

**RECITALS**

- A. San Bernardino Valley Municipal Water District ("VALLEY") is a public agency organized pursuant to the California Municipal Water District Law of 1911 (Water Code §§ 71000 et seq.) with broad powers to acquire and sell water. VALLEY has a Water Supply Contract with the California Department of Water Resources ("DWR") that provides VALLEY with a Table A Amount of up to 102,600 acre-feet per annum of water ("AFA") from the State Water Project ("SWP").
- B. Crestline-Lake Arrowhead Water Agency ("AGENCY") is a public agency organized in accordance with Crestline-Lake Arrowhead Water Agency Law (Water Code Appendix §§ 104-1 et seq.) with broad powers to acquire and sell water. AGENCY has a Water Supply Contract with DWR that provides it with a Table A Amount of 5,800 AFA.
- C. VALLEY and AGENCY intend by this Agreement to implement a Demonstration Project to exchange water for an initial period of one year to determine the long-term feasibility, including evaluation of benefits, costs, and beneficial distribution of supplemental water to VALLEY and AGENCY.
- D. VALLEY and AGENCY desire to enter into this Water Exchange Agreement whereby VALLEY will acquire up to 1,000 AF of SWP water from AGENCY ("INITIAL DELIVERY") in exchange for delivery of a like amount of water from VALLEY to AGENCY ("EXCHANGE WATER") within three years of the INITIAL DELIVERY ("RETURN PERIOD").
- E. VALLEY has a need for the INITIAL DELIVERY before December 31, 2008, to improve reliability of supply to existing water users within VALLEY.
- F. AGENCY has up to 1,000 AF of SWP water available from its 2008 allocation of SWP water for the INITIAL DELIVERY provided it can receive the EXCHANGE WATER from VALLEY within three years to enable it to meet anticipated demands for water within its service area.

IN CONSIDERATION OF THE MUTUAL PROMISES of the Parties as set forth herein, it is agreed as follows:

1. **Description of the Exchange and Procedures.**

On or before December 1, 2008, AGENCY will in writing request the California Department of Water Resources ("DWR") to deliver up to 1,000 AF of the AGENCY's SWP Table A Amount to VALLEY ("INITIAL DELIVERY") at its designated point of delivery. A copy of such written request shall be delivered to VALLEY. After written confirmation to AGENCY from VALLEY of such INITIAL DELIVERY, at the written request of AGENCY, VALLEY shall deliver a like amount of SWP water or water of equal or better quality ("EXCHANGE WATER") to AGENCY, in whole or in part as specified in such request. AGENCY shall not make such request any earlier than January, 2010. VALLEY and AGENCY shall meet and confer in advance of such delivery date to schedule the delivery of the EXCHANGE WATER over the Return Period. VALLEY shall complete delivery of the EXCHANGE WATER no later than December, 2011. VALLEY's obligation to deliver EXCHANGE WATER shall be from any source provided it is equal to or better than the water quality standards established by DWR for the State Water Project. If AGENCY requests delivery of EXCHANGE WATER in a year which DWR has declared to be critically dry, VALLEY and AGENCY agree to confer in good faith to adjust the quantity of EXCHANGE WATER to be delivered in that year so as to minimize adverse impacts on the ability of both parties to satisfy the needs of their respective customers. AGENCY'S obligation for the INITIAL DELIVERY shall be subject to the availability of water from the SWP.

2. **Points of Delivery and Measurement.**

a. VALLEY. The point of delivery and measurement of the Initial Water from AGENCY shall be from DWR at Silverwood Lake.

b. AGENCY. The point of delivery and measurement of the Exchange Water from VALLEY to AGENCY shall be from VALLEY at Silverwood Lake.

3. **Charges.**

a. Neither VALLEY nor AGENCY shall charge any costs to the other for use of either agency's facilities to the point of delivery.

b. VALLEY shall be responsible for all costs of, and entitled to all power credits generated by, the INITIAL DELIVERY downstream

from the point of delivery. AGENCY shall be responsible for all delivery costs of the EXCHANGE WATER.

4. **Conditions Precedent and Covenants.**

4.1 **DWR Approval.** No provisions of this Agreement requiring DWR approval shall become operative until DWR approves of those provisions. VALLEY and AGENCY shall use their best efforts to promptly obtain such approvals.

4.2 **State Water Contractors.** VALLEY and AGENCY agree they will each with due diligence and in good faith seek to obtain the support and approval of this Agreement by the State Water Contractors and request DWR approve the exchange of water as set forth herein.

5. **Future Banking and Conjunctive Use Projects.**

VALLEY and AGENCY believe that water exchange agreements and coordinated deliveries could lead to improved reliability and more efficient utilization of their respective supplies to meet the needs of their respective water users. In that regard, VALLEY and AGENCY agree to work together in good faith and with due diligence to determine the technical and financial feasibility and implementation of such arrangements subject to compliance with applicable laws, including California Environmental Quality Act.

6. **Notices.**

All written notices required to be given pursuant to the terms of this Agreement shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, (iii) delivered by overnight courier service, or (iv) delivered by facsimile transmission, provided that the original of such notice is sent by certified United States mail, postage prepaid, no later than one (1) business day following such facsimile transmission. All such notices shall be deemed delivered upon actual receipt (or upon first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving party may from time to time specify by written notice to the other party:

VALLEY:

San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
P.O. Box 5906  
San Bernardino, CA 92412-5906

Attention: General Manager  
Telephone: (909) 387-9211  
Facsimile: (909) 387-9247

AGENCY:

Crestline-Lake Arrowhead Water Agency  
24116 Crest Forest Drive  
P.O. Box 3880  
Crestline, CA 92325-3880

Attention: General Manager  
Telephone: (909) 338-1779  
Fax: (909) 338-3686

7. **Miscellaneous.**

7.1 **No Assignment.** No party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

7.2 **Successors and Permitted Assigns.** All covenants and agreements contained in this Agreement by or on behalf of any of the parties shall bind and inure to the benefit of their respective successors and permitted assigns, wither so expressed or not.

7.3 **No Modification of Existing Contracts.** This Agreement shall not be interpreted to modify the terms or conditions of the water supply contracts between the DWR and AGENCY and between DWR and VALLEY, or to modify the terms or conditions of any other water purchase or exchange agreements between AGENCY and VALLEY.

7.4 **Governing Law/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any actions brought regarding this Agreement shall be in the County of San Bernardino, provided that, in accordance with the provisions of the

Code of Civil Procedure Section 394, a disinterested judge from a neutral county is assigned to hear such action and all proceedings in connection therewith.

**7.5 Ministerial Actions.** Due to increasing State-wide demands for water, water exchanges, water storage, banking and recovery, and various water quality issues throughout the State, the Parties agree that this Project is unique and cannot be duplicated and there is not a plain, speedy, and adequate remedy at law for VALLEY or AGENCY should either refuse or fail to perform their respective obligations as set forth in this Agreement. Consequently, VALLEY and AGENCY agree that the terms of this Agreement are enforceable by writ of mandate and specific performance.

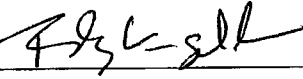
**7.6 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.

**7.7 Further Action.** The parties agree to and shall take such further action and execute such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with terms thereof.

**7.8 Interpretation.** This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as whole according to its fair meaning and without regard to or aid of Civil Code Section 1654 or similar judicial rules of construction. Each party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement and that it is fully aware of and understands all of its terms and the legal consequences thereof. The headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

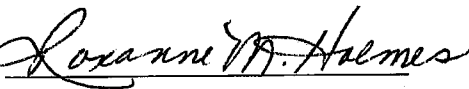
DATE: 11/7/2008

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

By 

DATE: 11/7/08

CRESTLINE-LAKE ARROWHEAD  
WATER AGENCY

By 



**NOTICE OF EXEMPTION**

(California Environmental Quality Act)

**To:** Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Ave., 2nd Floor  
San Bernardino, CA 92415  
  
Office of Planning and Research  
1400 Tenth Street, Room 222  
Sacramento, CA 95814  
Attn: State Clearinghouse

**From:** San Bernardino Valley Municipal Water  
District  
380 East Vanderbilt Way  
P.O. Box 5906  
San Bernardino, CA 92412-5906  
Phone: (909) 387-9211

**Project Title:** The Project entails the approval of a Water Exchange Agreement, which allows for the exchange of 1,000 acre-feet (“AF”) of State Water Project (“SWP”) water from Crestline-Lake Arrowhead Water Agency (“Agency”) to San Bernardino Valley Municipal Water District (“Valley”) and vice versa.

**Project Location:** Within the service areas of Crestline-Lake Arrowhead Watery Agency, see Map attached as Exhibit “1,” and San Bernardino Valley Municipal Water District, see Map attached as Exhibit “2,” in the County of San Bernardino.

**Description of Nature, Purpose, and Beneficiaries of Project:** On November 5, 2008, the Board of Directors of Valley approved the execution of the Water Exchange Agreement (“Agreement”) with Agency. This Agreement authorizes Valley to acquire up to 1,000 AF of SWP water from Agency, and requires Agency to submit a written request to the California Department of Water Resources on or before December 1, 2008, to deliver up to 1,000 AF of Agency’s share of SWP Table A water to Valley. In exchange for delivery of that water, Valley will deliver a like amount of water of equal or better quality to Agency within three years of the initial delivery of water to Valley. This same Agreement was approved by Agency on November 6, 2008.

**Name of Public Agency Approving Project:** San Bernardino Valley Municipal Water District

**Exempt Status (check one):**

- Ministerial Action.
- Declared Emergency
- Emergency Project
- Categorical Exemption (State CEQA Guidelines § 15301 [Existing Facilities]; State CEQA Guidelines §15304 [Minor Alterations to Land, Water, or Vegetation].)
- Statutory Exemption (State CEQA Guidelines § 15282(u) [Temporary Transfer or Exchange of Water or Water Rights].)
- Other The Project is also exempt under State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility the Project may have a significant impact on the environment. The Project is merely an exchange of water. No physical facilities will be constructed to produce or transport water because all such required facilities already exist. In addition, no new water production or transportation capacity is created by the Project.

**Reasons why project is exempt:** The water exchange approved by Valley will entail no change in type of use or expansion of use, but consist merely of the continued operation of existing facilities and the use of those facilities to temporarily transport water to a different location. State CEQA Guidelines section 15301 provides that environmental review is not required for “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” In addition, the exchange of water is a minor, temporary alteration to the condition of water that does not require the removal of any trees and thus is also exempt pursuant to State CEQA Guidelines section 15304 as “minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees.” The Project’s proposed exchange of water is temporary and thus is also exempt pursuant to the State CEQA Guidelines, section 15282(u) exemption for the temporary transfer of water or water rights. Because the water exchange will merely temporarily change the location in which water is used and will be delivered via existing facilities, there is no possibility the Project may have a significant impact on the environment. Accordingly, the Agreement and the water exchange that it authorizes are exempt from environmental review under CEQA. Moreover, the water transfer does not involve cumulative impacts, potentially significant impacts, unusually sensitive environments, or any other unique or unusual environmental impacts that might merit environmental review.

**Contact Person & Telephone Number:**

Randy Van Gelder, General Manager  
Phone: (909) 387-9218

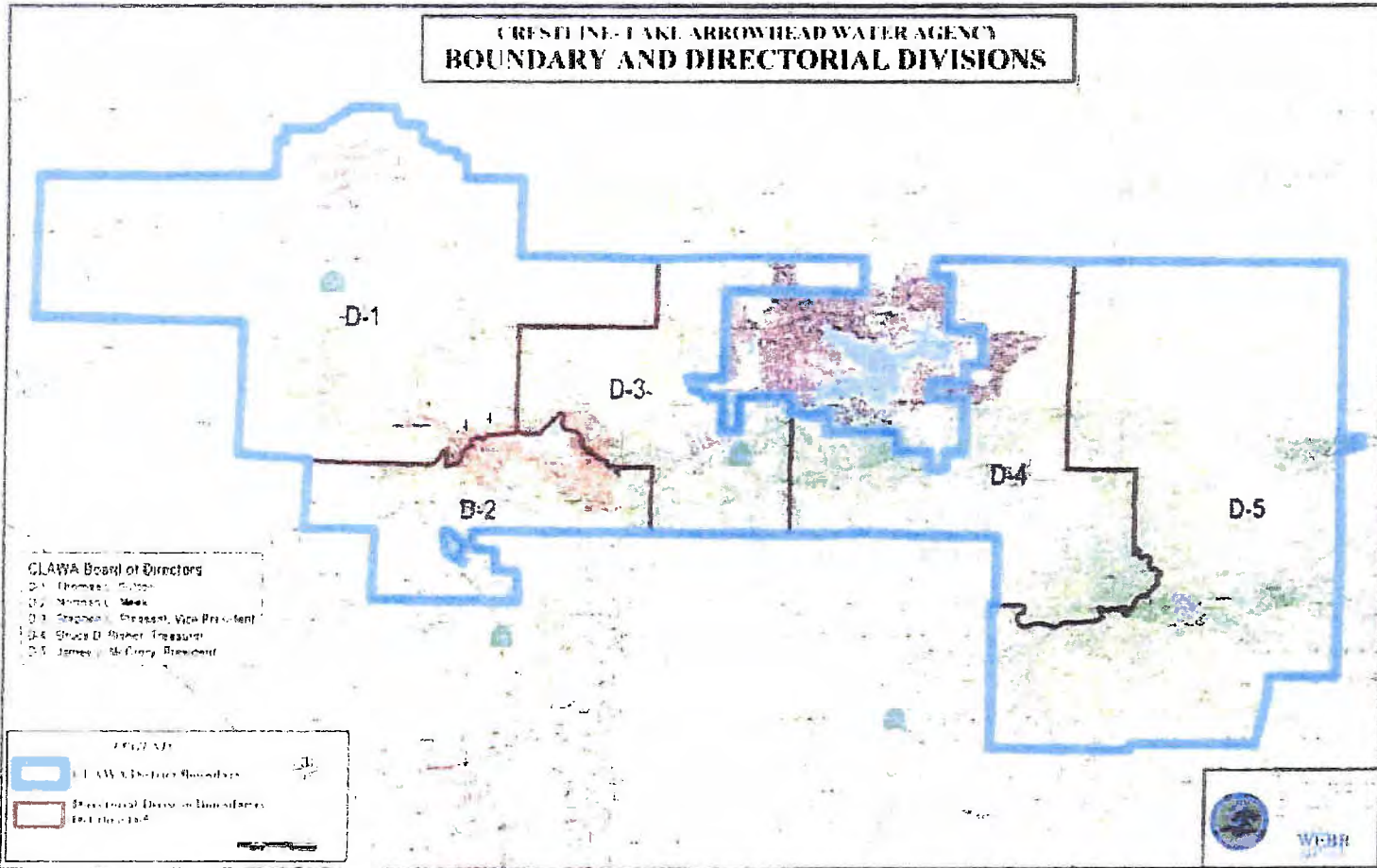
11/7/2008

Date





for San Bernardino Valley Municipal Water District

**CRESTLINE-LAKE ARROWHEAD WATER AGENCY  
BOUNDARY AND DIRECTORIAL DIVISIONS**



- CLAWA Board of Directors**
- D-1 Thomas G. Sutton
  - D-2 Norman L. Meek
  - D-3 Stephen J. Prosser, Vice President
  - D-4 Bruce D. Fisher, Treasurer
  - D-5 James J. McCreary, President

**LEGEND**

-  CLAWA District Boundaries
-  Directorial Division Boundaries

0 1 2 Miles



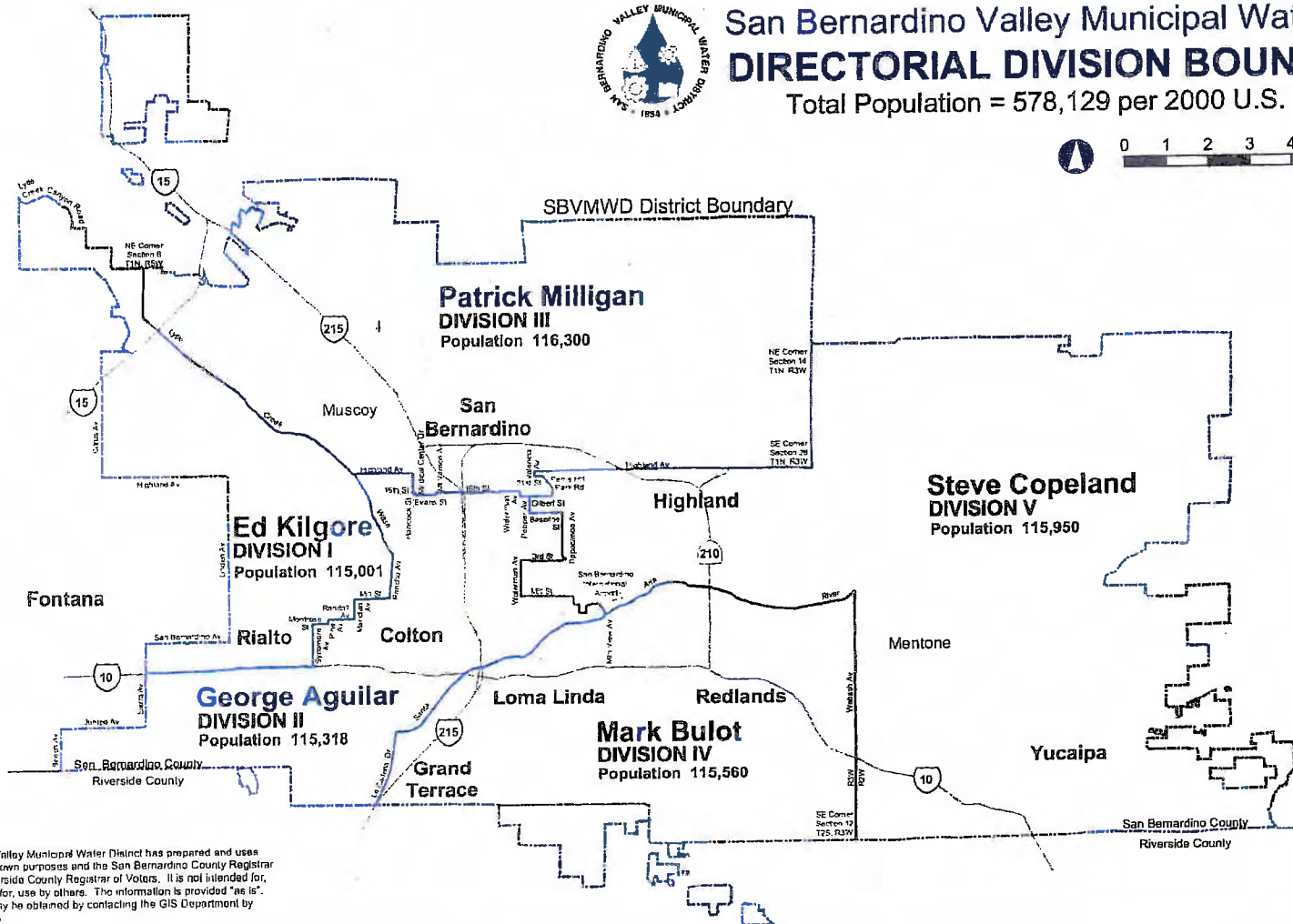


# San Bernardino Valley Municipal Water District DIRECTORIAL DIVISION BOUNDARIES

Total Population = 578,129 per 2000 U.S. Census



0 1 2 3 4 5 Miles



The San Bernardino Valley Municipal Water District has prepared and uses this information for its own purposes and the San Bernardino County Registrar of Voters and the Riverside County Registrar of Voters. It is not intended for, nor may it be suitable for, use by others. The information is provided "as is". Further information may be obtained by contacting the GIS Department by calling (909) 387-9275

GIS Dept. August, 2004

**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 942360001  
(916) 653-5791



DEC 17 2008

Ms. Roxanne Holmes  
General Manager  
Crestline-Lake Arrowhead Water Agency  
Post Office Box 3880  
Crestline, California 92325

Mr. Randy Van Gelder  
General Manager  
San Bernardino Valley Municipal Water District  
Post Office Box 5906  
San Bernardino, California 94212-5906

This Letter Agreement is in response to Crestline-Lake Arrowhead Water Agency's (CLAWA) letter requesting the Department of Water Resources (DWR) approval for the exchange of up to 1,000 acre-feet of State Water Project (SWP) Table A water between San Bernardino Valley Municipal Water District (SBVMWD) and CLAWA. SBVMWD will take delivery of, and store within its groundwater basin, up to 1,000 acre-feet of CLAWA's 2008 Table A water by December 31, 2008. SBVMWD will return a portion of its allocation of Table A water by December 31, 2011 to CLAWA as a 1 acre-foot for 1 acre-foot exchange. There will be no monetary payments between CLAWA and SBVMWD for this exchange of Table A water.

DWR will file a Notice of Exemption based on California Environmental Quality Act Guidelines Section 15301 with the following description of this exchange of water: the proposed project is a water management operation using only existing facilities for the exchange of water from one SWP Contractor to another SWP Contractor, the limited term transfer will not support new development or a change in land use, and the transfer is wholly within the SWP place of use. DWR is willing to approve the delivery of up to 1,000 acre-feet of CLAWA's 2008 SWP Table A water to SBVMWD in exchange for the return of a portion of SBVMWD's Table A water subject to the following terms and conditions:

**GENERAL PROVISIONS**

1. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements.
2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2008. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2011, whichever comes first.

3. The delivery and return of water pursuant to this Agreement shall be contingent on, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable regulations. CLAWA and SBVMWD shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. CLAWA and SBVMWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.
4. DWR will maintain records documenting the conveyance of up to 1,000 acre-feet of CLAWA's 2008 SWP Table A water to SBVMWD and the return delivery of water to CLAWA. CLAWA and SBVMWD shall certify to the State Water Project Analysis Office (Attention: Chief, Water Contracts Branch, Fax (916) 653-9628) the amount of CLAWA's approved 2008 Table A water delivered to SBVMWD and the return delivery of water from SBVMWD to CLAWA under this Agreement by January 31<sup>st</sup> of the year following the actual delivery.

#### **WATER DELIVERY FROM CLAWA TO SBVMWD**

5. The water delivered to SBVMWD shall be from CLAWA's allocation of 2008 approved Table A water.
6. The delivery of a portion of CLAWA's 2008 Table A water to SBVMWD shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, and other SWP contractors.
7. Pursuant to Paragraph 6, CLAWA shall obtain SBVMWD's approval for the water delivery schedule before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's respective long-term Water Supply contracts with DWR.
8. Pursuant to Paragraphs 5, 6, and 7, DWR will deliver up to 1,000 acre-feet of CLAWA's 2008 Table A water to SBVMWD's service area, Reach 26A of the California Aqueduct by December 31, 2008.
9. CLAWA and SBVMWD shall submit to the State Water Project Analysis Office for approval (Attention: Chief, Water Deliveries Section, FAX (916) 653-9628) a revised 2008 water delivery schedule and shall reference this Agreement, SWPAO #08063.

10. CLAWA and SBVMWD shall submit a weekly schedule to the Southern Field Division (Attention: Chief, Water Operations Section, FAX (661) 294-3651) showing the deliveries to SBVMWD. The schedules shall be submitted by 10:00 a.m. Wednesday for the following two weeks ahead (Monday through Sunday) and shall be concurrently faxed to the following at the State Water Project Operations Control Office:
  - Chief, Pre-Scheduling Section at (916) 574-2782
  - Chief, Operations Scheduling at (916) 574-2785

#### **RETURN WATER DELIVERED FROM SBVMWD TO CLAWA**

11. SBVMWD shall return all water to CLAWA by December 31, 2011. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that all water is not returned to CLAWA by August 31, 2011, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2011.
12. The return of water under this Agreement by SBVMWD to CLAWA shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP Contractors.
13. Pursuant to Paragraph 11, SBVMWD shall obtain CLAWA's approval for the proposed delivery schedule, before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.
14. Pursuant to Paragraphs 11 and 12, DWR will deliver a portion of SBVMWD's Table A water scheduled for delivery to SBVMWD's service area to CLAWA's service area in Reach 24 of the California Aqueduct.

#### **NO IMPACT**

15. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts of SWP approved Table A water or of any other SWP approved water allocations, water deliveries, and SWP/CVP operations and facilities. CLAWA and SBVMWD shall be responsible for any adverse impacts that may result from the exchange of water as determined by DWR.

## SWP ALLOCATION

16. Water returned to CLAWA pursuant to this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries to or allocation of other SWP water to CLAWA under Article 18 of CLAWA's long-term Water Supply contract with DWR.

## CHARGES

17. CLAWA and SBVMWD shall pay the following charges, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries and shall be in accordance with the provisions of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR. Charges shall be determined for the year the water is delivered, and the year the water is returned.
  - a. When a portion of CLAWA's approved 2008 Table A water is delivered to SBVMWD, SBVMWD shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery at SBVMWD's turnouts on the California Aqueduct, Reach 26A. The charges associated with such delivery will be the 2008 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2008 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered.
  - b. In any year that a portion of SBVMWD's future Table A water is returned to CLAWA pursuant to this Agreement, CLAWA shall pay to DWR the charges associated with the delivery of the return water from the Delta to CLAWA's turnouts in Reach 24 of the California Aqueduct. The charges associated with the return water will be the Variable Operation, Maintenance, Power and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered in effect for the year in which the water is returned to CLAWA.
18. In addition to the charges identified above, CLAWA and SBVMWD agree to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities pursuant to this Agreement.
19. Payment terms shall be in accordance with CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.



## LIABILITY

20. Responsibility for water delivered pursuant to this Agreement shall be governed by Article 13 of CLAWA's and SBVMWD's long-term Water Supply contracts, with responsibilities under the terms of that article shifting from DWR to CLAWA and SBVMWD when the water passes through their respective turnouts.
21. In the event of a claim of liability against DWR or its Directors, officers, or employees, jointly or severally, that arises as a result of this Letter Agreement, CLAWA and SBVMWD shall defend, indemnify, and hold DWR and any of its Directors, officers, employees harmless from any such claim, except to the extent that such claim arises from the sole negligence or willful misconduct of DWR.

## EXECUTION

22. This Letter Agreement may be executed in counterpart. The parties agree to accept facsimile signatures as original signatures. The Agreement shall take effect as soon as all parties have signed.
23. Immediately after execution, SBVMWD and CLAWA shall transmit a copy of the executed Letter Agreement by facsimile to Robert Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 and to each other at.  
CLAWA: (909) 338-3686  
SBVMWD: (909) 387-9247

If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #08063.

Sincerely,



Robert B. Cooke, Chief  
State Water Project Analysis Office

Ms. Roxanne Holmes, et al

Page 6

ACCEPTED:

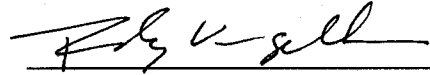
CRESTLINE-LAKE ARROWHEAD  
WATER DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

  
\_\_\_\_\_  
Signature

*General Manager*  
\_\_\_\_\_  
Title

12 | 22 | 2008  
\_\_\_\_\_  
Date

cc: Mr. Terry Erlewine  
General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814


Ms. Roxanne Holmes, et al

Page 6

ACCEPTED:

CRESTLINE-LAKE ARROWHEAD  
WATER DISTRICT

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

  
Signature

Signature

General Manager

Title

Title

12/22/08

Date

Date

cc: Mr. Terry Erlewine  
General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
**CRESTLINE-LAKE ARROWHEAD WATER AGENCY**  
**WATER EXCHANGE AGREEMENT AND AMENDMENT OF**  
**DEMONSTRATION PROJECT**

**RECITALS**

- A. On November 7, 2008, San Bernardino Valley Municipal Water District (“Valley”) and Crestline-Lake Arrowhead Water Agency (“Agency”) entered into an agreement titled “Demonstration Project Water Exchange Agreement” (the “2008 Exchange Agreement”). Pursuant to the terms of the 2008 Exchange Agreement, the Agency arranged for the delivery of 1,000 acre-feet of water from the Agency’s State Water Project Table A allocation in exchange for Valley’s agreement to allow the Agency to take back a total of 1,000 acre-feet of water from Valley’s State Water Project Table A allocations in 2010 and/or 2011 (the “2008 Exchange Arrangement”).
- B. The Agency and Valley wish to amend the 2008 Exchange Agreement to allow the Agency to take back a total of 1,000 acre-feet of water from Valley’s State Water Project Table A allocations in any year or years between 2010 and 2018, inclusive, subject to such reductions in the quantity of water to be returned to the Agency due to high groundwater conditions within Valley’s service area as are hereinafter provided.
- C. In addition, the Agency and Valley wish to provide for the delivery to Valley of 1,000 acre-feet of water from the Agency’s State Water Project Table A allocation in 2009, in exchange for Valley’s agreement to allow the Agency to take back a total of 650 acre-feet of water from Valley’s State Water Project allocations in any year or years between 2010 and 2018, inclusive, subject to such reductions in the quantity of water to be returned to the Agency due to high groundwater conditions within Valley’s service area as are hereinafter provided (the “2009 Exchange Arrangement”).
- D. The purpose of this Agreement is to amend the terms of the 2008 Exchange Agreement and to set forth the terms of the 2009 Exchange Arrangement.

IN CONSIDERATION OF THE MUTUAL PROMISES set forth herein, the Agency and Valley agree as follows:

1. **Amendment of 2008 Exchange Agreement.**

(a) Return of Exchange Water. The sixth sentence of Section 1 of the 2008 Exchange Agreement, titled “Description of the Exchange and Procedures” is hereby amended to provide as follows:

“VALLEY shall complete delivery of the EXCHANGE WATER no later than December 2018.”

In addition, within Paragraphs D and F of the Recitals in the 2008 Exchange Agreement, the term “three years” is hereby amended to read “ten years.”

(b) Quantity of Exchange Water. The 2008 Exchange Agreement is further amended to provide that the quantity of “Exchange Water” (as defined therein) to be returned to the Agency during the “Return Period” (as also defined therein) shall be subject to the same reductions as may be applied to the return of water under the 2009 Exchange Arrangement, due to high groundwater conditions within Valley’s service area, as provided in Section 2(c) of this Agreement.

2. **2009 Exchange Arrangement.**

(a) Initial Delivery to Valley. Prior to December 1, 2009, Agency will, in writing, request the California Department of Water Resources (“DWR”) to deliver 1,000 acre-feet of the Agency’s 2009 State Water Project Table A allocation to Valley, at Silverwood Lake. A copy of such written request shall be delivered to Valley.

(b) Return of Exchange Water. After written confirmation that 1,000 acre-feet of water from the Agency’s State Water Project Table A allocation in 2009 has been delivered to Valley, Valley shall thereafter deliver to the Agency, at Silverwood Lake, up to a total of 650 acre-feet of water when requested by the Agency, between the years 2010 and 2018, inclusive (the “Exchange Water”). The Exchange Water shall be State Water Project water or water of equal or better quality. If the Agency requests delivery of Exchange Water in a year which DWR has declared to be critically dry, the Agency and Valley agree to confer in good faith to adjust the quantity of Exchange Water to be delivered in that year so as to minimize adverse impacts on the ability of both parties to satisfy the needs of their respective customers.

(c) Quantity of Exchange Water To Be Returned. As of the date of this Agreement, the total quantity of 2008 Exchange Water and 2009 Exchange Water to be returned to the Agency pursuant to the 2008

Exchange Agreement and the 2009 Exchange Arrangement is 1,650 acre-feet. Because water within the San Bernardino Valley Groundwater Basin is lost from the Basin during high groundwater conditions resulting from high precipitation, the Agency and Valley agree that during any year from 2010 to 2018, inclusive, that the Basin Technical Advisory Committee (“BTAC”) makes a determination that high groundwater conditions exist in the San Bernardino Basin Area, the balance of the 2008 Exchange Water and the 2009 Exchange Water which has not been returned to the Agency prior to that year shall each be reduced by an amount equal to 10% of the then existing quantity of 2008 Exchange Water and the 2009 Exchange Water not yet returned, for each such year that a declaration of high groundwater conditions is made, and the parties shall jointly advise DWR in writing of such reduction. The declaration of high groundwater conditions shall be made pursuant to the protocol attached hereto as Exhibit “A” as amended by Valley from time to time.

(d) Charges. The Agency shall be responsible for all costs of delivering 1,000 acre-feet of State Water Project to Valley at Silverwood Lake in 2009. Valley shall be responsible for all costs of delivering up to 650 acre-feet of Exchange Water to the Agency at Silverwood Lake, in the year that such water is delivered, pursuant to the terms of this Agreement. The charges for the Agency’s delivery of water to Valley, and Valley’s delivery of Exchange Water back to the Agency, pursuant to the 2008 Exchange Arrangement shall be as set forth in the 2008 Exchange Agreement. For purposes of this paragraph, Exchange Water returned to the Agency shall be credited first to the exchange obligations set forth in the 2008 Exchange Agreement, until such Exchange Water is fully depleted, and then shall be credited to the exchange obligations created by the 2009 Exchange Arrangement.

3. **Conditions Precedent and Covenants.**

(a) DWR Approval. No provisions of this Agreement requiring DWR approval shall become operative until DWR approves of those provisions. The Agency and Valley shall use their best efforts to promptly obtain such approvals.

(b) State Water Contractors. The Agency and Valley agree that they will each with due diligence and good faith seek to obtain the support and approval of this Agreement by the State Water Contractors.

4. **Notices.**

All written notices required to be given pursuant to the terms of this Agreement shall be (i) personally delivered, (ii) deposited in the United States express mail or first-class mail, (iii) delivered by overnight courier service or (iv) delivered by facsimile transmission, provided that the

original of such notice is sent by certified United States mail, postage prepaid, no later than one business day following such facsimile transmission. All such notices shall be deemed delivered upon actual receipt or upon first attempt at delivery pursuant to the methods specified herein if the intended recipient refuses to accept delivery. All such notices shall be delivered to the following addresses or to such other address as the receiving party may from time to time specify by written notice to the other party:

AGENCY:

Crestline-Lake Arrowhead Water Agency  
24116 Crest Forest Drive  
P.O. Box 3880  
Crestline, CA 92325-3880

Attention: General Manager  
Telephone: (909) 338-1779  
Facsimile: (909) 338-3686

VALLEY:

San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
P.O. Box 5906  
San Bernardino, CA 92412-5906

Attention: General Manager  
Telephone: (909) 387-9211  
Facsimile: (909) 387-9247

5. **Miscellaneous.**

(a) No Assignment. No party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

(b) Successors and Permitted Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties shall bind and inure to the benefit of their respective successors and permitted assigns, whether so expressed or not.

(c) No Modification of Existing Contracts. This Agreement shall not be interpreted to modify the terms or conditions of the water supply contracts between the DWR and the Agency, and between DWR and Valley.

(d) Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any actions brought regarding this Agreement shall be in the County of San Bernardino, provided that, in accordance with the provisions of the Code of Civil Procedure Section 394, a disinterested judge from a neutral county is assigned to hear such action and all such proceedings in connection therewith.

(e) Ministerial Actions. Due to increasing State-wide demands for water, water exchanges, water storage, banking and recovery, and various water quality issues throughout the State, the parties agree that this project is unique and cannot be duplicated and there is not a plain, speedy, and adequate remedy at law for the Agency or Valley should either refuse or fail to perform their respective obligations as set forth in this Agreement. Consequently, the Agency and Valley agree that the terms of this Agreement are enforceable by a writ of mandate and specific performance.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.

(g) Further Action. The parties agree to and shall take such further action and execute such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms thereof.

(h) Interpretation. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and without regard to or aid of Civil Code Section 1654 or similar judicial rules of construction. Each party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement and that it is fully aware of and understands all of the terms and the legal consequences thereof. The headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

CRESTLINE-LAKE ARROWHEAD WATER  
AGENCY

By: *Lozanne M. Halmer*  
General Manager

Date: *October 22, 2009*



SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By:   
General Manager

Date: 10/22/2009

## EXHIBIT A

In December 2007, fourteen agencies adopted the *Upper Santa Ana Watershed Integrated Regional Water Management Plan* (Integrated Plan). One of the primary water resources identified in the Integrated Plan is groundwater. The largest groundwater basin in the study area is the San Bernardino Basin Area (SBBA). When the SBBA is too full, high groundwater levels can occur in an area known as the Pressure Zone. Some of the reasons high groundwater levels are undesirable is that they can cause water to flow out of the SBBA and can also prevent water from recharging (rejected recharge).

The Integrated Plan charges the Basin Technical Advisory Committee with monitoring and assessing water levels in the pressure zone and presenting their findings in the annual *Regional Water Management Plan*. The general methodology used each year to assess whether high groundwater conditions exist is as follows:

1. In October of each year, the Basin Technical Advisory Committee collects water level data for a series of wells in the Pressure Zone.
2. Water levels in the Pressure Zone are considered to be "high" if they are shallower than 50 feet below ground surface.
3. The BTAC presents their findings on high groundwater conditions in the annual *Regional Water Management Plan*.
4. In November of each year, the annual *Regional Water Management Plan* is reviewed and approved by the Boards of Directors of the San Bernardino Valley Municipal Water District and Western Municipal Water District.

# BEST BEST & KRIEGER

## ATTORNEYS AT LAW

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

3750 University Avenue, Suite 400  
Post Office Box 1028  
Riverside, California 92502-1028  
(951) 686-1450  
(951) 686-3083 Fax  
BBKlaw.com

SACRAMENTO  
(916) 325-4000

SAN DIEGO  
(619) 525-1300

WALNUT CREEK  
(925) 977-3300

**Michael T. Riddell**  
(909) 826-8210  
Michael.Riddell@bbklaw.com

October 23, 2009

Ms. Roxanne M. Holmes  
General Manager  
CRESTLINE-LAKE ARROWHEAD  
WATER AGENCY  
24116 Crest Forest Drive  
P.O. Box 3880  
Crestline, CA 92325-3880

Re: 2009 Exchange Agreement with San Bernardino Valley Municipal  
Water District

Dear Roxanne:

Enclosed is the duplicate original of the 2009 Exchange Agreement with San Bernardino Valley Municipal Water District, signed by Randy Van Gelder on behalf of that District. You should sign this yourself and then keep it in your file so that you have a fully executed duplicate original.

By copy of this letter to Randy Van Gelder, I am also sending to him the duplicate original of the same agreement, signed by you, so that he may do likewise.

DWR is preparing the necessary agreement that it will need to have you and Randy sign as well. That should be ready soon. In addition, in our office we are preparing the Notice of Exemption which should be signed and filed by both the Agency and the District. It is filed with the County of San Bernardino and also with the State Clearinghouse. I will be providing that to both of you, along with some more detailed instructions.

**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Ms. Roxanne M. Holmes  
October 23, 2009  
Page 2

Thanks very much. Please let me know if you have any questions,

Sincerely yours,



Michael T. Riddell  
of BEST BEST & KRIEGER LLP

MTR:mb

Enclosure

Cc: Randy Van Gelder, General Manager  
San Bernardino Valley Municipal Water District

Receipt #374032  
CLERK OF THE BOARD  
NOV - 2 2009  
COUNTY OF  
SAN BERNARDINO

**NOTICE OF EXEMPTION**

(California Environmental Quality Act)

**To:** Clerk of the Board of Supervisors  
County of San Bernardino  
385 N. Arrowhead Ave., 2nd Floor  
San Bernardino, CA 92415

Office of Planning and Research  
1400 Tenth Street, Room 222  
Sacramento, CA 95814  
Attn: State Clearinghouse

**From:** San Bernardino Valley Municipal  
Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Phone: (909) 387-9200

**Project Title:** The Project entails the approval of a Water Exchange Agreement, which allows for the delivery of 1,000 acre-feet (“AF”) of State Water Project (“SWP”) water from Crestline-Lake Arrowhead Water Agency (“Agency”) to San Bernardino Valley Municipal Water District (“Valley”) in 2009, in exchange for the return of 650 AF of SWP water by Valley to Agency no later than the end of 2018. The Water Exchange Agreement also amends a similar agreement between the same two parties in 2008 by extending the term for the return of 1,000 AF of SWP water from Valley to Agency, from 2011 to 2018.

**Project Location:** Within the service areas of Crestline-Lake Arrowhead Watery Agency, see Map attached as Exhibit “1,” and San Bernardino Valley Municipal Water District, see Map attached as Exhibit “2,” in the County of San Bernardino.

**Description of Nature, Purpose, and Beneficiaries of Project:** On October 1, 2009, the Board of Directors of Agency approved the execution of the Water Exchange Agreement (“Agreement”) with Valley. This Agreement provides for the delivery of 1,000 AF of SWP water from Agency to Valley in 2009, and requires Agency submit a written request to the California Department of Water Resources on or before December 1, 2009, to deliver 1,000 AF of Agency’s share of SWP Table A water to Valley. In exchange for delivery of that water, Valley will deliver 650 AF of water of equal or better quality to Agency by the end of 2018. This same Agreement was approved by Valley and then executed by Valley on October 22, 2009.

**Name of Public Agency Approving Project:** Crestline-Lake Arrowhead Water Agency

**Exempt Status (check one):**

- Ministerial Action.
- Declared Emergency
- Emergency Project
- Categorical Exemption (State CEQA Guidelines § 15301 [Existing Facilities]; State CEQA Guidelines §15304 [Minor Alterations to Land, Water, or Vegetation].)
- Statutory Exemption (State CEQA Guidelines § 15282(u) [Temporary Transfer or Exchange of Water or Water Rights].)
- Other The Project is also exempt under State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility the Project may have a significant impact on the environment. The Project is merely an exchange of water. No physical facilities will be constructed to produce or transport water

DATE FILED & POSTED


because all such required facilities already exist. In addition, no new water production or transportation capacity is created by the Project.

**Reasons why project is exempt:** The water exchange will entail no change in type of use or expansion of use, but consist merely of the continued operation of existing facilities and the use of those facilities to temporarily transport water to a different location. State CEQA Guidelines section 15301 provides that environmental review is not required for “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” In addition, the exchange of water is a minor, temporary alteration to the condition of water that does not require the removal of any trees and thus is also exempt pursuant to State CEQA Guidelines section 15304 as “minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees.” The Project’s proposed exchange of water is temporary and thus is also exempt pursuant to the State CEQA Guidelines, section 15282(u) exemption for the temporary transfer of water or water rights. Because the water exchange will merely temporarily change the location in which water is used and will be delivered via existing facilities, there is no possibility the Project may have a significant impact on the environment. Accordingly, the Agreement and the water exchange that it authorizes are exempt from environmental review under CEQA. Moreover, the water transfer does not involve cumulative impacts, potentially significant impacts, unusually sensitive environments, or any other unique or unusual environmental impacts that might merit environmental review.

**Contact Person & Telephone Number:**

Randy Van Gelder, General Manager  
Phone: (909) 387-9200

10/30/2009  
Date

  
for San Bernardino Valley Municipal Water  
District



State of California—The Resources Agency  
DEPARTMENT OF FISH AND GAME

**2009 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT#	<b>374032</b>
STATE CLEARING HOUSE # (If applicable)	

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY <i>San Bernardino Valley Municipal Water District</i>		DATE <i>11-2-09</i>	
COUNTY/STATE AGENCY OF FILING <i>San Bernardino, CA</i>		DOCUMENT NUMBER	
PROJECT TITLE <i>Water Exchange Agreement (AF) (SWP) Crestline-Lake Arrowhead Water</i>			
PROJECT APPLICANT NAME <i>San Bernardino Valley Municipal Water District</i>		PHONE NUMBER <i>909 387-9200</i>	
PROJECT APPLICANT ADDRESS <i>380 E. Vanderbilt Way</i>	CITY <i>San Bernardino</i>	STATE <i>CA</i>	ZIP CODE <i>92408</i>

PROJECT APPLICANT (Check appropriate box):

- Local Public Agency    
  School District    
  Other Special District    
  State Agency    
  Private Entity

CHECK APPLICABLE FEES:

- |   |            |                        |
|---|------------|------------------------|
| <input type="checkbox"/> Environmental Impact Report  | \$2,768.25 | \$ _____               |
| <input type="checkbox"/> Negative Declaration   | \$1,993.00 | \$ _____               |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | \$850.00   | \$ _____               |
| <input type="checkbox"/> Projects Subject to Certified Regulatory Programs                          | \$941.25   | \$ _____               |
| <input checked="" type="checkbox"/> County Administrative Fee                                       | \$50.00    | \$ <u><i>50.00</i></u> |
| <input type="checkbox"/> Project that is exempt from fees   |            |                        |
| <input checked="" type="checkbox"/> Notice of Exemption   |            |                        |
| <input type="checkbox"/> DFG No. Effect Determination (Form Attached)                               |            |                        |
| <input type="checkbox"/> Other _____  |            | \$ _____               |

PAYMENT METHOD:

- Cash    
  Credit    
  Check    
  Other \_\_\_\_\_

TOTAL RECEIVED \$ *50.00*

SIGNATURE <b>X</b> <i>Norma Lita</i>	TITLE <i>Deputy Clerk</i>
---	------------------------------

WHITE - PROJECT APPLICANT

YELLOW - DFG/ASB

PINK - LEAD AGENCY

GOLDEN ROD - COUNTY CLERK

FG 753.5a (Rev. 7/08)

TRANSMISSION VERIFICATION REPORT

TIME : 11/02/2009 14:24  
NAME : SBVMWD  
FAX : 9093879247  
SER.# : BROD8F869364

DATE, TIME	11/02 14:23
FAX NO./NAME	819163233018
DURATION	00:00:48
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM





San Bernardino Valley Municipal Water District  
380 E. Vanderbilt Way, P.O. Box 5906 • San Bernardino, CA 92412  
Phone (909) 387-9200 • Fax (909) 387-9247

## FACSIMILE TRANSMITTAL

DATE: November 2, 2009

TO FAX NO.: 916-323-3018

TIME: 1:16 PM

SUBJECT: Notice of Exemption

FROM: Randy Van Gelder

PLEASE DIRECT THIS TO THE ATTENTION OF: State Clearinghouse - Office of Planning

NUMBER OF PAGES OF THIS TRANSMISSION, INCLUDING THIS PAGE: 3

### MESSAGE/SPECIAL COMMENTS:

- A copy of this transmission will follow by regular mail.
- Please call sender upon receipt of this transmission.
- Other:

Water Exchange Agreement – Crestline Lake Arrowhead Water Agency and San Bernardino Valley Municipal Water District dated October 30, 2009

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

391771



P.O. BOX 5906  
SAN BERNARDINO, CA 92412  
(909) 387-9200

Wells Fargo Bank, N.A.  
California

16-24-1220

11/2/2009

GENERAL FUND

PAY TO THE ORDER OF  
CLERK OF THE BOARD

\$ \*\*50.00

Fifty and 00/100\*\*\*\*\* DOLLARS

CLERK OF THE BOARD  
SAN BERNARDINO COUNTY

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

MEMO

⑈ 391771 ⑈ ⑆ 12200024710607685880 ⑈

San Bernardino Valley Municipal Water District

CLERK OF THE BOARD  
60 · TAXES & LICENSES

11/2/2009

391771

NOE - WATER EXCHANGE AGREEMENT  
1000 AF OF SWP FROM CLAWA  
TO SBVMWD

50.00

CHECKING

50.00

San Bernardino Valley Municipal Water District

CLERK OF THE BOARD  
60 · TAXES & LICENSES

11/2/2009

391771

NOE - WATER EXCHANGE AGREEMENT  
1000 AF OF SWP FROM CLAWA  
TO SBVMWD

50.00

CHECKING

50.00

**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 942360001  
(916) 653-5791



December 7, 2009

Ms. Roxanne Holmes, General Manager  
Crestline-Lake Arrowhead Water Agency  
Post Office Box 3880  
Crestline, California 92325

Mr. Randy Van Gelder, General Manager  
San Bernardino Valley Municipal Water District  
Post Office Box 5906  
San Bernardino, California 94212-5906

This Letter Agreement is in response to Crestline-Lake Arrowhead Water Agency's (CLAWA) letter requesting the Department of Water Resources' (DWR) approval for the exchange of up to 1,000 acre-feet of State Water Project (SWP) Table A water between San Bernardino Valley Municipal Water District (SBVMWD) and CLAWA. SBVMWD will take delivery of, and store within its groundwater basin, up to 1,000 acre-feet of CLAWA's 2009 Table A water by December 31, 2009. In exchange CLAWA may take back from SBVMWD's future Table A water allocations 650 acre-feet of water at CLAWA's option, no later than December 31, 2018 as an unequal exchange. However, to remain a bona fide exchange, at least one half of the water delivered to SBVMWD under this Agreement must be returned to CLAWA by December 18, 2019. There will be no monetary payments between CLAWA and SBVMWD for this exchange of Table A water. The point of exchange shall be Silverwood Lake.

In the event that the SBVMWD Basin Technical Advisory Committee makes a determination in any year that high groundwater conditions exist in the San Bernardino Basin, resulting in the flow of water out of the that basin, the quantity of water not yet returned to CLAWA will be reduced by 10 percent. In the event that such conditions do occur in any year, however, SBVMWD and CLAWA would advise DWR of the reduction in the quantity of water remaining to be returned to CLAWA pursuant to this Agreement.

DWR will file a Notice of Exemption based on California Environmental Quality Act Guidelines Section 15301 with the following description of this exchange of water: the proposed project is a water management operation using only existing facilities for the exchange of water from one SWP contractor to another SWP contractor, the limited term transfer will not support new development or a change in land use, and the transfer is wholly within the SWP place of use. DWR is willing to approve the delivery of up to 1,000 acre-feet of CLAWA's 2009 SWP Table A water to SBVMWD in exchange for the return of up to 650 acre-feet of SBVMWD's Table A water subject to the following terms and conditions:

**GENERAL PROVISIONS**

1. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements.

2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2009. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2018, whichever comes first.
3. The delivery and return of water pursuant to this Agreement shall be contingent on, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable regulations. CLAWA and SBVMWD shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. CLAWA and SBVMWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.
4. DWR will maintain records documenting the conveyance of up to 1,000 acre-feet of CLAWA's 2009 SWP Table A water to SBVMWD and the return delivery of water to CLAWA. CLAWA and SBVMWD shall certify to the State Water Project Analysis Office (Attention: Chief, Water Contracts Branch, Fax (916) 653-9628) the amount of CLAWA's approved 2009 Table A water delivered to SBVMWD and the return delivery of water from SBVMWD to CLAWA under this Agreement by January 31<sup>st</sup> of the year following the actual delivery.

#### **WATER DELIVERY FROM CLAWA TO SBVMWD**

5. The water delivered to SBVMWD shall be from CLAWA's allocation of 2009 approved Table A water.
6. The delivery of a portion of CLAWA's 2009 Table A water to SBVMWD shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
7. Pursuant to Paragraph 6, CLAWA shall obtain SBVMWD's approval for the water delivery schedule before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's respective long-term Water Supply contracts with DWR.
8. Pursuant to Paragraphs 5, 6, and 7, DWR will deliver up to 1,000 acre-feet of CLAWA's 2009 Table A water to SBVMWD's service area, Reach 26A of the California Aqueduct by December 31, 2009.

9. CLAWA and SBVMWD shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office, Water Deliveries Section, indicating timing and point of delivery requested pursuant to this Agreement with reference to SWPAO #09079. Revised schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.
10. CLAWA and SBVMWD shall submit weekly water schedules for the delivery of water pursuant to this Agreement to the Southern Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #09079. Schedules shall be sent by electronic mail to SFDwaterschedule@water.ca.gov or by FAX to (661) 294-3651, Attention: Chief, Water Operations Section.

#### **RETURN WATER DELIVERED FROM SBVMWD TO CLAWA**

11. SBVMWD shall return at least half of the quantity of water advanced by CLAWA by December 31, 2018. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that at least half of the water advanced is not returned to CLAWA by August 31, 2018, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2018.
12. The return of water under this Agreement by SBVMWD to CLAWA shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
13. Pursuant to Paragraph 11, SBVMWD shall obtain CLAWA's approval for the proposed delivery schedule, before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.
14. Pursuant to Paragraphs 11 and 12, DWR will deliver a portion of SBVMWD's Table A water scheduled for delivery to SBVMWD's service area to CLAWA's service area in Reach 24 of the California Aqueduct.

#### **NO IMPACT**

15. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP/CVP operations and facilities. CLAWA and SBVMWD shall be responsible for any adverse impacts that may result from the exchange of water as determined by DWR.

#### **SWP ALLOCATION**

16. Water returned to CLAWA pursuant to this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries to or allocation of other SWP water to CLAWA under Article 18 of CLAWA's long-term Water Supply contract with DWR.

#### **CHARGES**

17. CLAWA and SBVMWD shall pay the following charges, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries and shall be in accordance with the provisions of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR. Charges shall be determined for the year the water is delivered, and the year the water is returned.
  - a. When a portion of CLAWA's approved 2009 Table A water is made available to SBVMWD at Reach 24, CLAWA shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery at Silverwood Lake, Reach 24. The charges associated with such delivery will be the 2009 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2009 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered.
  - b. DWR will deliver water made available by CLAWA at Silverwood Lake, Reach 24 to SBVMWD turnouts at Reach 26A. The charges associated with such delivery will be the 2009 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2009 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered. SBVMWD will be charged at the Variable rate calculated from Reach 24 to Reach 26A.

- c. In any year that a portion of SBVMWD's future Table A water is returned to CLAWA pursuant to this Agreement, SBVMWD shall pay to DWR the charges associated with the delivery of the return water from the Delta to CLAWA's turnouts in Reach 24 of the California Aqueduct. The charges associated with the return water will be the Variable Operation, Maintenance, Power, and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered in effect for the year in which the water is returned to CLAWA.
18. In addition to the charges identified above, CLAWA and SBVMWD agree to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities pursuant to this Agreement.
19. Payment terms shall be in accordance with CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.

#### **LIABILITY**

20. Responsibility for water delivered pursuant to this Agreement shall be governed by Article 13 of CLAWA's and SBVMWD's long-term Water Supply contracts, with responsibilities under the terms of that article shifting from DWR to CLAWA and SBVMWD when the water passes through their respective turnouts.
21. In the event of a claim of liability against DWR or its Directors, officers, or employees, jointly or severally, that arises as a result of this Letter Agreement, CLAWA and SBVMWD shall defend, indemnify, and hold DWR and any of its Directors, officers, and employees harmless from any such claim, except to the extent that such claim arises from the sole negligence or willful misconduct of DWR.

#### **EXECUTION**

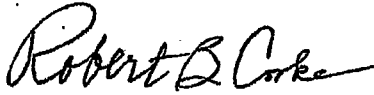
22. This Letter Agreement may be executed in counterpart. The parties agree to accept facsimile or electronically scanned signatures as original signatures. The Agreement shall take effect as soon as all parties have signed.
23. Immediately after execution, SBVMWD and CLAWA shall transmit a copy of the executed Letter Agreement by facsimile or electronically to Robert Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 or cooke@water.ca.gov and to each other at.

CLAWA: (909) 338-3686 or Michael.riddell@bbklaw.com  
SBVMWD: (909) 387-9247 or dough@sbvmwd.com

Ms. Roxanne Holmes, et al  
December 7, 2009  
Page 6

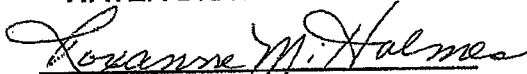
If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile or electronically scanned copy of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #09079.

Sincerely,



Robert B. Cooke, Chief  
State Water Project Analysis Office  
ACCEPTED:

CRESTLINE-LAKE ARROWHEAD  
WATER DISTRICT

  
Signature

General Manager  
Title

12/08/09  
Date

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date


cc: Mr. Terry Eriewine, General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814



Ms. Roxanne Holmes, et al  
December 7, 2009  
Page 6

If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile or electronically scanned copy of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #09079.

Sincerely,



Robert B. Cooke, Chief  
State Water Project Analysis Office  
ACCEPTED:

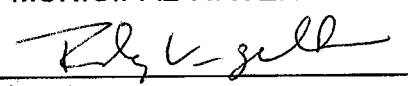
CRESTLINE-LAKE ARROWHEAD  
WATER DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

12/7/2009  
\_\_\_\_\_  
Date

cc: Mr. Terry Erlewine, General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814

# CRESTLINE-LAKE ARROWHEAD WATER AGENCY

A Public Agency  
P.O. BOX 3880 PHONE (909) 338-1779  
24116 CREST FOREST DRIVE  
CRESTLINE, CALIFORNIA 92325

November 20, 2009

**Directors**

STEPHEN L. PLEASANT, President  
BRUCE D. RISHER  
NORMAN C. MEEK  
THOMAS L. SUTTON  
KENNETH A. EATON

**Secretary**

JENNIFER A. SPINDLER

**General Manager**

ROXANNE M. HOLMES

Randy Van Gelder, General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
P.O. Box 5906  
San Bernardino, CA 92412

RE: 2009 Water Exchange Agreement

Dear Randy:

The purpose of this letter is to address an issue that has been raised by the Department of Water Resources regarding the Water Exchange Agreement which we both executed on October 22, 2009. As you know, that agreement provides that of the 2,000 acre-feet of water which has been and will be delivered to the District from the Agency's 2008 and 2009 allocations, the Agency will have until the end of 2018 to take back 1,650 acre-feet of exchange water from the District's future allocations. The agreement further provides that in any year in which the District experiences high groundwater conditions, resulting in the loss of water from the Basin, the quantity of water not yet returned to the Agency by way of exchange will be reduced by 10%. That 10% reduction will apply in each year that such high groundwater conditions may occur.

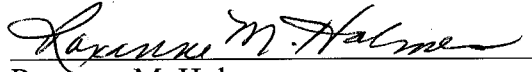
Craig Trombly at DWR has pointed out that exchange agreements such as this must provide for the return of no less than 50% of the water delivered to the exchange partner. Although it is extremely unlikely that we would experience multiple years of heavy precipitation between now and the end of 2018, DWR is nonetheless concerned that the 10% reduction provision theoretically could result in the return of less than half of the 2,000 acre-feet of water delivered to the District pursuant to the 2008 and 2009 Water Exchange Agreements.

In order to eliminate that possibility, we have agreed that if the 10% reduction provision is applied in multiple years, the last year of which would result in a cumulative loss of 650 acre-feet of water or more, in that year the Agency will take back all of the

remainder of the exchange water not yet returned to the Agency so that no more than a cumulative total of 649 acre-feet of water is lost due to the application of that 10% reduction provision. This agreement between us is consistent with the Water Exchange Agreements already executed and thus does not require an amendment of either the 2008 or the 2009 Water Exchange Agreement.

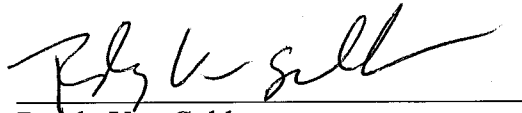
If this letter correctly states the agreement that we have reached regarding the timing of the return of exchange water to the Agency, please sign and return one of the two duplicate originals of this letter, both of which I have already signed. Upon receipt of the duplicate original bearing your signature, I will send a copy to Craig Trombly as written assurance that the exchange arrangement between the Agency and the District will in fact comply with the approved policy which DWR is applying uniformly to all such exchange arrangements.

Yours very truly.



Roxanne M. Holmes,  
General Manager

This letter correctly and accurately reflects the agreement between the Agency and the District.



Randy Van Gelder

**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 942360001  
(916) 653-5791



Ms. Roxanne Holmes, General Manager  
Crestline-Lake Arrowhead Water Agency  
Post Office Box 3880  
Crestline, California 92325

Mr. Douglas Headrick, General Manager  
San Bernardino Valley Municipal Water District  
Post Office Box 5906  
San Bernardino, California 94212-5906

This is in response to your letter dated October 6, 2009 in which you requested that we amend the Letter Agreement SWPAO #08063, dated December 17, 2008, among the Department of Water Resources (DWR), Crestline-Lake Arrowhead Water Agency (CLAWA), and San Bernardino Valley Municipal Water District (SBVMWD) to exchange up to 1,000 acre-feet of CLAWA's 2008 State Water Project (SWP) Table A water with SBVMWD.

As described in the original Agreement's introductory paragraph, the quantity of Table A water to be exchanged is up to 1,000 acre-feet and to be returned as a 1 acre-foot for 1 acre-foot exchange. CLAWA and SBVMWD have agreed the returned Table A exchange water will now be subject to high groundwater conditions which could reduce the amount of water available for return to CLAWA. However, to remain a bona fide exchange, at least half the water delivered to SBVMWD must ultimately be returned to CLAWA by December 3, 2018. Paragraph 11 of the original Agreement #08063 provides for the return of all exchange water to CLAWA by December 31, 2011 and water to be scheduled by August 31, 2011 if all water has not been returned prior to that date. CLAWA and SBVMWD have agreed to extend the water return time to December 31, 2018 and schedule it by August 31, 2018. The details of this request are noted in the "Water Exchange Agreement and Amendment of Demonstration Project" signed by CLAWA and SBVMWD on October 22, 2009.

Accordingly, the original agreement is amended as follows:

Provision 2 shall now read:

2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2008. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2018, whichever comes first.

Provision 11 shall now read:

11. SBVMWD shall return at least half of the water advanced to CLAWA by December 31, 2018. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that at least half of the water advance is not returned to CLAWA by August 31, 2018, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2018.

A new term is added to the original Agreement to read:

In the event that SBVMWD's Basin Technical Advisory Committee makes a determination in any year that high groundwater conditions exist in the San Bernardino Basin, resulting in the flow of water out of that basin, the quantity of

Ms. Roxanne Holmes, et al

Page 2

water not yet returned to CLAWA will be reduced by 10 percent. In the event that such conditions do occur in any year, SBVMWD and CLAWA will advise DWR of the reduction in the quantity of water remaining to be returned to CLAWA pursuant to this Agreement.

If you agree to the terms and conditions of this Amendment, please sign and date all four originals. After signing, forward all four originals to SBVMWD for their signature and request that they return two executed originals to Robert Cooke, Chief, State Water Project Analysis Office, Department of Water Resources, Post Office Box 942836, Sacramento, California 94236-0001. SBVMWD will retain one executed original and return one executed original to CLAWA for their respective records. Please send a copy of the Board of Directors approval of this amendment, if such approval is required. This Amendment will not take effect until signed by both CLAWA and SBVMWD.

If you have any questions or need additional information, you may contact Craig Trombly, of my staff at (916) 653-6250, and refer to SWPAO #08063-A.


Sincerely,



Robert B. Cooke, Chief  
State Water Project Analysis Office

ACCEPTED:

CRESTLINE-LAKE ARROWHEAD  
WATER DISTRICT

  
\_\_\_\_\_  
Signature

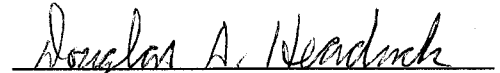
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Enclosures

cc: Mr. Terry Erlewine, General Manager  
State Water Contractors  
1121 L Street, Suite 1050  
Sacramento, California 95814

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT

  
\_\_\_\_\_  
Signature

*General Manager*  
\_\_\_\_\_  
Title

*2-16-2010*  
\_\_\_\_\_  
Date

# CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

RECEIVED

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Director of Water Reclamation  
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Acting Director of Finance  
VALERIE HOUSEL  
Director of Environmental &  
Regulatory Compliance

*"Trusted, Quality Service since 1905"*

September 16, 2009

Anthony Araiza  
General Manager  
West Valley Water District  
P. O. Box 920  
Rialto, CA 92377

Randy Van Gelder  
General Manager  
San Bernardino Valley Municipal Water District  
P.O. Box 5906  
San Bernardino, CA 92412-5906

Dear Messrs. Araiza, Van Gelder:

This will confirm the understanding reached today, September 16, 2009, regarding the contributions to replenishment to be made by West Valley Water District in conjunction with deliveries through the Baseline Feeder of water from the Bunker Hill Basin by the City of San Bernardino Municipal Water Department (San Bernardino).

As all parties are aware, for several years, San Bernardino has been producing treated water for delivery to the Baseline Feeder. San Bernardino Valley Municipal Water District (Valley District) pays San Bernardino for all direct costs related to the delivery and then bills West Valley Water District and the city of Rialto, based on allocated deliveries. Deliveries have been made pursuant to periodic negotiations and a purchase order between San Bernardino and Valley District. Last year, it is San Bernardino's understanding, West Valley Water District (WVWD) and Rialto asked Valley District for assurances that San Bernardino's deliveries would continue, at least for a short term. San Bernardino and Valley District began negotiating the terms of a three-year contract for delivery of water to the Baseline Feeder.

It was San Bernardino's position that the costs of the delivered water should include some amount for replenishment of the Bunker Hill Basin. Meanwhile, invoicing for fiscal year 2009/2010 has been delayed, pending resolution of the replenishment issue.

300 North "D" Street, San Bernardino, California 92418 P.O. Box 710, 92402 Phone: (909) 384-5141

FACSIMILE NUMBERS: Administration: (909) 384-5215 Engineering: (909) 384-5532 Customer Service: (909) 384-7211

Corporate Yards: (909) 384-5260 Water Reclamation Plant: (909) 384-5258

SBVMWD LEGAL  
DOCUMENT 2255

The following represents our agreement:

1. For fiscal year 2009/2010, there will be **no** amount added for replenishment. This is because WVWD has already committed to pay \$72,000 for approximately 1200 acre-feet of replenishment for water year 2009/2010; and
2. For the three-year contract period, in each of the contract years, WVWD agrees to pay Valley District for State Project Water to be delivered to Sweetwater, Devil Canyon and Waterman basins (at San Bernardino's choice) in an amount equal to the cost of one-quarter (1/4) of the amount of water delivered to the Baseline Feeder for WVWD's benefit.

An example: WVWD receives 3000 acre-feet delivered to it in Year 1 of the contract. WVWD pays Valley District (or allows Valley District to draw down from WVWD's account) the amount of money necessary to pay for 750 acre-feet of water. The possibility exists that Valley District will discount that water, thereby providing more water for the money

Thank you for your courtesy and cooperation in resolving this issue.

Very truly yours,

City of San Bernardino  
Municipal Water Department

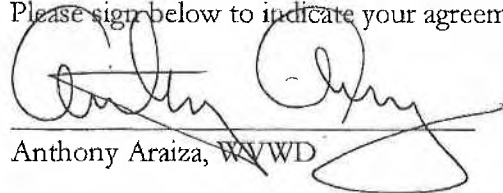


Stacey R. Aldstadt  
General Manager

SRA:als

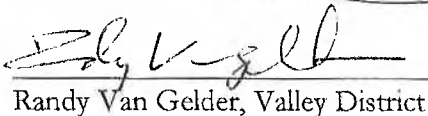
cc: DMS  
R. Ohama, SBMWD  
D. Headrick, Valley District  
T. Crowley, WVWD  
A. Hitchings, Somach

Please sign below to indicate your agreement and concurrence.



Anthony Araiza, WVWD

9-28-09  
Date



Randy Van Gelder, Valley District

9/28/2009  
Date

# CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

## BOARD OF WATER COMMISSIONERS

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Director of Finance  
JENNIFER L. SHEPARDSON  
Director of Environmental &  
Regulatory Compliance

*"Trusted, Quality Service since 1905"*

September 30, 2013

Mr. Douglas Headrick, P.E.  
General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408

Dear Mr. Headrick:

The purpose of this letter is to extend the understanding reached on September 16, 2009, regarding the contributions to replenishment to be made by West Valley Water District (WVWD) and the City of Rialto in conjunction with deliveries through the Baseline Feeder of water from the Bunker Hill Basin by the City of San Bernardino Municipal Water Department (San Bernardino) via the Encanto Booster Station.

As all parties are aware, for several years, San Bernardino has been producing treated water for delivery to the Baseline Feeder. San Bernardino Valley Municipal Water District (Valley District) pays San Bernardino for all direct costs related to the delivery and then bills WVWD and the city of Rialto, based on allocated deliveries. Deliveries have been made pursuant to periodic negotiations and a purchase order between San Bernardino and Valley District. In 2012, Valley District and WVWD placed two (2) new wells online that make deliveries to the Baseline Feeder. This has reduced San Bernardino's deliveries to the Baseline Feeder significantly, especially during winter and spring months. However, San Bernardino continues to make periodic deliveries during the summer months through the Encanto Booster Station.

It continues to be San Bernardino's position that the costs of the delivered water should include a 25 percent replenishment obligation of the Bunker Hill Basin.

300 North "D" Street, San Bernardino, California 92418 P.O. Box 710, 92402 Phone: (909) 384-5141

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Corporate Yards: (909) 384-5260 Water Reclamation Plant: (909) 384-5258



Douglas Headrick  
September 30, 2013  
Page 2

The following represents our agreement:

1. The term of this agreement will be for five (5) years.
2. For the five-year contract period, in each of the contract years, Valley District agrees to invoice the West Valley Water District and the City of Rialto for State Project Water to be delivered to the Waterman basin in an amount equal to the cost of one-quarter (1/4) of the amount of water delivered to the Baseline Feeder for WVWD's/Rialto's benefit through the Encanto Booster Station.

Thank you for your courtesy and cooperation.

Very truly yours,

City of San Bernardino  
Municipal Water Department

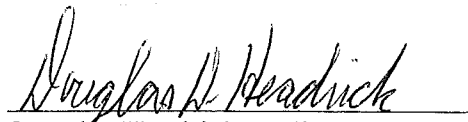


Stacey R. Aldstadt  
General Manager

SRA:MHL:swd

cc: R. Ohama, SBMWD  
A. Hitchings, Somach

Please sign below to indicate your agreement and concurrence.

  
Douglas Headrick, Valley District

10/4/13  
Date

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

PERMIT FOR DIVERSION AND USE OF WATER

PERMIT 21264

Application 31165 of **San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County**  
**P.O. Box 5906**  
**San Bernardino, CA 92412-5906**

filed on **March 21, 2001**, has been approved by the State Water Resources Control Board (State Water Board or Board) SUBJECT TO PRIOR RIGHTS and to the limitations and conditions of this permit.

Permittee is hereby authorized to divert and use water as follows:

1. Source of water

Source:

Santa Ana River (1, 3, 6, 9, 10)

Bear Creek (2)

Breakneck Creek (4)

Keller Creek (5)

Alder Creek (7)

Tributary to:

Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

within the County of **San Bernardino**.

2. Location of points of diversion (POD) and points of rediversion (POR)

By California Coordinate System of 1983, Zone 5	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
<b>POD &amp; POR #1:</b> Seven Oaks Dam North 1,866,500 ft. and East 6,835,000 ft.	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	4	01S	02W	SB
<b>POD #2:</b> North 1,882,500 ft. and East 6,859,600 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #3:</b> North 1,882,400 ft. and East 6,859,700 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #4:</b> North 1,880,900 ft. and East 6,858,100 ft.	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #5:</b> North 1,877,700 ft. and East 6,846,200 ft.	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	01N	02W	SB
<b>POD #6:</b> North 1,876,700 ft. and East 6,846,700 ft.	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	01N	02W	SB
<b>POD #7:</b> North 1,877,100 ft. and East 6,843,600 ft.	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	26	01N	02W	SB
<b>POR #8:</b> North 1,865,800 ft. and East 6,837,100 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #9:</b> North 1,864,900 ft. and East 6,835,000 ft.	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #10:</b> North 1,862,800 ft. and East 6,834,000 ft.	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	4	01S	02W	SB

3. Purpose of use	4. Place of use	Section	Township	Range	Base and Meridian	Acres
Municipal, Industrial, Irrigation, Heat Control, Frost Protection and Recreational uses	San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County's Service Areas*					

\*The place of use is shown on maps dated June 7, 2010 and filed with the State Water Board.

- 5a. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed **400** cubic feet per second (cfs) by direct diversion and **100,000** acre-feet per annum (afa) by underground and/or surface storage to be diverted from **January 1** to **December 31** of each year. The amount of surface storage at Seven Oaks Dam shall not exceed 50,000 afa. The maximum rate of diversion to underground storage shall not exceed 400 cfs. The total amount of water to be taken from the sources shall not exceed 100,000 acre-feet (af) per water-year of October 1 to September 30. The total rate for water to be taken from the sources for either direct use and/or underground storage shall not exceed 800 cfs.  
(000005E)
- 5b. The total quantity of water to be taken from the sources under both Application 31165 and Application 31370 shall not exceed 198,317 af per water-year of October 1 to September 30. The total amount of water diverted to storage at Seven Oaks Dam under both Applications 31165 and 31370 shall not exceed 50,000 af per water-year of October 1 to September 30. The total combined rate for water to be taken from the sources under Applications 31165 and 31370 for either direct use, underground storage, and/or offstream surface storage shall not exceed an instantaneous rate of 1,250 cfs.  
(000005L)
6. The amount authorized for appropriation may be reduced in the license if investigation warrants.  
(0000006)
7. Construction work and the application of water to beneficial use shall be prosecuted with reasonable diligence. Actual construction shall begin no later than June 30, 2010 and be completed by October 1, 2020. Water shall be put to full beneficial use by December 31, 2059.  
(0000009)
8. Progress reports shall be submitted promptly by Permittee when requested by the State Water Board until a license is issued.  
(0000010)
9. Permittee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by said State Water Board, reasonable access to project works to determine compliance with the terms of this permit.  
(0000011)
10. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of Permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against

reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the Permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

11. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the State Water Board if, after notice to the Permittee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

12. This permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C.A. §§ 1531-1544). If a "take" will result from any act authorized under this water right, the Permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

(0000014)

13. Permittee shall maintain records of the amount of water diverted and used to enable State Water Board to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.

(0000015)

14. This permit shall not be construed as conferring upon the Permittee right of access to the point of diversion.

(0000022)

15. Permittee shall consult with the Division of Water Rights (Division) and, within one year from the date of this permit, shall submit to the State Water Board its Urban Water Management Plan as prepared and adopted in conformance with section 10610, et seq. of the California Water Code, supplemented by any additional information that may be required by the Board.

All cost effective measures identified in the Urban Water Management Plan and any supplements thereto shall be implemented in accordance with the schedule for implementation found therein.

(0000029A)

16. If it is determined after permit issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Permittee shall, at his expense have the subject map(s) updated or replaced with equivalent as-built map(s).

Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23. Said revision(s) or map(s) shall be furnished upon request of the Chief of the Division of Water Rights.

(0000030)

17. No work shall commence and no water shall be diverted, stored or used under this permit until a copy of a stream or lake alteration agreement between the State Department of Fish and Game and the Permittee (DFG) is filed with the Division. Compliance with the terms and conditions of the agreement is the responsibility of the Permittee. If a stream or lake alteration agreement is not necessary for this permitted project, the Permittee shall provide the Division a copy of a waiver signed by DFG.

(0000063)
18. In order to prevent degradation of the quality of water during and after construction of the project, prior to commencement of construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0000100)
19. Prior to diversion of water under this permit, Permittee shall: (1) install devices to measure the instantaneous rate of diversion and the quantities of water placed into underground storage and (2) install devices to measure or provide documentation of the method to be used to determine the quantity of water recovered from underground storage and placed to beneficial use. All measuring devices and the method of determining the quantity of water placed into and recovered from underground storage shall be approved by the State Water Board prior to diversion of water under this permit. All measuring devices shall be properly maintained. The diversion data shall be posted on Permittee's websites on a weekly basis.

(0080117)
20. The Permittee shall obtain all necessary state and local agency permits required by other agencies prior to construction and diversion of water. Copies of such permits and approvals shall be forwarded to the Deputy Director for Water Rights (Deputy Director).

(0000203)
21. No debris, soil, silt, cement that has not set, oil, or other such foreign substance will be allowed to enter into or be placed where it may be washed by rainfall runoff into the waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

(0000208)
22. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology, water quality and public services, utilities and transportation identified in the Final EIR, specifically mitigation measures MM BIO-1, MM BIO-2 and MM BIO-6 through MM BIO-10, MM CR 1 through MM CR 4, MM HAZ 1 through MM HAZ 5, MM GEO-1 through MM GEO-8, MM GW-1, MM SW-2 and MM PS-12. (See attached Table 1.) Permittee must implement the measures to mitigate significant impacts and conduct the required

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<sup>1</sup> The Chief of the Division of Water Rights is hereafter referred by the State Water Board as the Deputy Director for Water Rights.

reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted on March 21, 2007 by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County. In addition, Permittee shall submit an annual report to the Deputy Director that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

23. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the cumulative impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology and water quality, and public services, utilities and transportation identified in the EIR, specifically mitigation measures MM Cumulative BIO-1, MM Cumulative CR-1, MM Cumulative CR-2, MM Cumulative HAZ-1, MM Cumulative SW-1 and MM Cumulative GW-1. (See attached Table 2.) Permittee must implement the measures to mitigate cumulative impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County on March 21, 2007. In addition, Permittee shall submit to the Deputy Director an annual report that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

24. This permit shall not be construed as conferring upon Permittee right of access to facilities of the U.S. Army Corps of Engineers and the Santa Ana River Mainstem Local Sponsors.

(0000022)

25. This permit is specifically subject to the prior rights of Bear Valley Mutual Water Company, City of Redlands, East Valley Water District, Lugonia Water Company, North Fork Water Company and Redlands Water Company to divert the first 88 cfs of the natural flow of the Santa Ana River pursuant to pre-1914 appropriative rights, to the extent that such rights may exist.

(0400500)

26. This permit is specifically subject to the prior rights of San Bernardino Valley Water Conservation District under Licenses 2831 and 2832 issued pursuant to Applications 2217 and 4807, and any valid pre-1914 appropriative right confirmed by the Court.

(0400500)

27. Nothing in this permit shall be construed as authorizing any diversions contrary to the provisions of the December 19, 2002 Biological Opinion issued by United States Fish and Wildlife Service for operation of Seven Oaks Dam, as may be revised in the future, including flow releases for downstream over-bank inundation to preserve State and federally listed threatened and endangered species and their habitat.

(0600500)

28. Permittee shall only divert water at points of diversion 5 through 10 in compliance with the terms and conditions of Federal Energy Regulatory Commission (FERC) license Project No. 1933 and 401 water quality certification as well as any future FERC licenses and 401 water quality certifications.

(0560900)

29. Permittee shall not, without the prior written consent of Southern California Edison (SCE), construct, operate or maintain diversion works at points of diversion located upstream of the flood inundation pool of Seven Oaks Dam in a manner that interferes with the operation and maintenance of the hydroelectric works licensed to SCE by the Federal Energy Regulatory Commission (FERC) license for Project No. 1933. Permittee's diversion of water at such points of diversion shall not interfere with SCE's diversion of water for hydroelectric purposes, again as described in the FERC license for Project No. 1933. Nothing in this permit shall be construed to limit Permittee's diversion of water from such points of diversion at times when the quantity of water available for diversion at such points of diversion exceeds the demand of SCE's facilities to divert water from the Santa Ana River system. (0430999)
30. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, the lands necessary for related facilities, or the lands necessary for inundation for water storage. Access to, construction upon, or inundation of National Forest Service lands shall not commence prior to authorization by the Forest Service, in accordance with applicable laws and regulations. Such authorization will require compliance with all applicable federal laws and regulations. Permittee specifically recognizes that completion of the applicable legal process does not guarantee such authorization will be granted, the issuance of this water right permit notwithstanding. (0000022)
31. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, and lands necessary for related facilities; or the lands necessary for inundation for water storage. Permittee shall not commence construction and operation of water diversion facilities at Seven Oaks Dam without a written access agreement from the Santa Ana River Mainstem Project Local Sponsors. (0000022)
32. Flow in the Santa Ana River is highly variable from year to year. Because the face value of this permit is based on a rare storm event, this permit shall not be construed as giving any assurance that such an event will occur. The actual amount of water available for appropriation may be much less. (0000999)
33. Permittee is required to follow guidance from existing state and federally mandated projects regarding groundwater contaminant plumes within and outside the San Bernardino Basin Area. This includes coordination with appropriate oversight agencies and compliance with policies regarding the remediation of the groundwater contaminant plumes. (0400800)
34. Permittee shall not use the Cactus Spreading and Flood Control Basins under this permit. (0400800)
- 35a. In order to prevent degradation of the quality of water released to the Santa Ana River from storage at Seven Oaks Dam, the State Water Board may modify this permit to set conditions that apply water quality objectives to any release from storage.
- 35b. No water shall be released from storage of Seven Oaks Dam for purposes of rediversion by Permittee until Permittee has consulted with the Chief Deputy Director for Water Quality or his or her delegee and the Chief Deputy Director has determined that the releases will be consistent with applicable water quality objectives. The releases shall be consistent with any conditions the Chief Deputy Director determines are necessary to ensure compliance with applicable water quality objectives. (0400800)



36. In order to prevent degradation of water quality during and after construction of the project, prior to commencement of any construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0290800)

***This permit is issued and Permittee takes it subject to the following provisions of the Water Code:***

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every Permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any Permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any Permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

STATE WATER RESOURCES CONTROL BOARD

*for James W. Kassel*  
Victoria A. Whitney  
Deputy Director for Water Rights

Dated:

**JUN 29 2010**

Attachments

**Table 1: Mitigation Measures**

MM BIO-1	<p>Muni/Western will minimize disturbance to native habitats and listed and non-listed sensitive species by the implementation of the following measures at construction sites prior to and during construction. Where ground disturbance is required, the Muni/Western program will include the following:</p> <ol style="list-style-type: none"><li>(1) Clearly marking and delineating the limits of the staging areas as well as the construction corridors/zones in the field and graphically on all final construction drawings and blueprints. Personnel and equipment will be prohibited in native habitats outside the construction limits.</li><li>(2) Biologically sensitive areas, including individuals or colonies of listed and non-listed sensitive plant species and wildlife species, will be identified and delineated in the field prior to ground disturbance (see MM BIO-3) and will be clearly marked graphically on all final construction plans or blueprints so they will be avoided to maximum extent feasible.</li><li>(3) Use methods to minimize the construction corridor width to the maximum extent feasible in sensitive habitats, such as transporting and stockpiling excavated materials in disturbed area of the right-of-way (ROW), or into other parts of the ROW by truck or conveyor belt.</li></ol> <p><b>Employee Training</b></p> <p>Implementation of an employee training program. Muni/Western's program will include an initial meeting with all personnel presented by a qualified biologist familiar with all affected species, habitats, and permit conditions. The employee training program will include a discussion of each species, all applicable laws, the permit conditions, and the potential penalties for violating permit conditions. The employee training program will be conducted before construction activities begin. Regular updates will occur during weekly tailgate meetings with construction personnel, and newly hired personnel will be informed of the permit conditions as well as the habitat and species issues before working on the Project site.</p> <p><b>On-Site Monitoring</b></p> <p>Biological monitoring of habitat clearing activities and removal of sedentary animals, both common and sensitive, within the ROW prior to clearing. This will require a qualified biologist to be at the location of habitat removal before clearing to attempt to remove animals where visible and, during removal activities, to ensure that no inadvertent impacts to adjacent habitats occur. Weekly inspections of the ROW perimeter near work areas will also reduce the potential for inadvertent impacts to adjacent habitat.</p> <p><b>Best Management Practices (BMPs)</b></p> <p>Dust control. All areas of mechanical ground disturbance, including dirt access roadways, will be consistently moistened to reduce the creation of dust clouds. The frequency of watering will be consistent with the desired goal and in accordance with regional standards and BMPs.</p> <p>Erosion control. Devices such as straw bales and "v" ditches will be installed in areas where construction activities may directly or indirectly cause erosion or sediment deposition on adjacent habitats.</p> <p>Routine removal of trash from construction areas. All refuse, including non-construction materials such as paper and miscellaneous food packaging materials, will be removed from the ROW to prevent littering of the adjacent habitat areas outside of the ROW. At a minimum, site clean-ups should occur weekly.</p> <p><b>Listed Species Protection Measures</b></p> <p>In areas where the San Bernardino Kangaroo Rat (SBKR) is present, either within or adjacent to the ROW, Muni/Western will install exclusionary fencing where appropriate to reduce the potential for SBKR entering the ROW.</p>
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<p>MM BIO-1 (continued)</p>	<p>Specification for the fencing will be particular to the goal of the SBKR exclusion and will be approved by the United States Fish and Wildlife Service (USFWS). Muni/Western may not install fencing in certain areas such as boulder-strewn washes where fence construction may cause substantial habitat disturbance. Following the installation of fencing, the animals within the ROW will be trapped and released within adjacent suitable habitat outside the ROW. These methods will be approved by the USFWS. In areas where the SBKR is present, either within or adjacent to the ROW, Muni/Western will limit construction activities to daylight hours (approximately 7:00 A.M. to 6:00 P.M.). During night hours, no activities that would unnaturally increase the light or noise within adjacent occupied habitat will occur.</p> <p>In areas where the SBKR, coastal California gnatcatcher CAGN, least Bell's vireo, or southwestern willow flycatcher are present either within or adjacent to the ROW, Muni/Western will avoid or reduce construction activities in the vicinity of occupied habitat during the breeding season. Avoidance will take place from March 1 through June 30. In certain areas, avoidance of southwestern willow flycatcher will continue through July 31. Where complete avoidance is not possible, construction activities will be conducted in a manner that attempts to minimize disturbance during early morning hours and avoids the most sensitive breeding months of April and May.</p> <p>In areas where preconstruction sensitive species surveys and other seasonally limited activities such as seed collection and plant propagation are needed, Muni/Western will prepare a calendar of when such activities need to be accomplished and incorporate this into design and construction schedules to ensure that the surveys can be conducted in the appropriate season without causing delays. (Draft EIR page 3.3-37 through 3.3-39; Final EIR Section 2.4.)</p>
<p>MM BIO-2</p>	<p>Muni/Western will develop a Habitat Revegetation, Restoration, and Monitoring Program (Program), obtaining input from CDFG, and USFWS, for implementation in all habitat areas directly affected by construction activities. The Program will include the following measures:</p> <p><b>Invasive Species Control</b></p> <p>Where appropriate and feasible, the area to be treated will be treated to kill invasive exotics species and limit their seed production before initiating any earthmoving activity with the objectives of: (1) preventing invasive species from spreading from the disturbance area, and (2) removing weed sources from the salvaged topsoil. Herbicides will be used only by a licensed herbicide applicator and may require notification to property owners or resource agencies. The treatment will be completed before earthmoving in order for this mitigation to have its intended effect (e.g., the treatment would need to occur before target species set seed).</p> <p><b>Topsoil Salvage and Replacement</b></p> <p>In areas where vegetation and soil are to be removed, the topsoil will be salvaged and replaced, where practicable. This may be accomplished using two lifts, the first to salvage the seed bank, and the second to salvage soil along with soil biota in the root zone. Soil will be stockpiled in two areas near the Project site, with the seed bank labeled to identify it. Topsoil will be replaced in the proper layers after final reconfiguration of disturbed areas. Where presence of extensive deposits of boulders and cobbles limit the opportunity to salvage topsoil and make the above-mentioned procedure infeasible, Muni/Western will salvage available surface material and stockpile it for replacement on the surface of the restored area. Stockpiles will be covered if the soil is to be left for an extended period to prevent losses due to erosion and invasion of weeds.</p> <p><b>Habitat Rehabilitation and Revegetation</b></p> <p>Muni/Western will develop and implement plans and specifications for replanting areas disturbed by the Project. Replanting will be with native species propagated from locally collected seed or cuttings, and, if applicable, will include seed or sensitive species that would be impacted during construction activities.</p>

MM BIO-2 (continued)	Monitoring procedures and performance criteria will be developed by Muni/Western to address revegetation and erosion control. The performance criteria will consider the level of disturbance and the condition of adjacent habitats. Monitoring will continue for three-to-five years, or until performance criteria have been met. Appropriate remedial measures, such as replanting, erosion control or weed control, will be identified and implemented if it is determined that performance criteria are not being met. (Draft EIR page 3.3-39 through 3.3-40; Final EIR Section 2.4.)
MM BIO-6	Prior to ground disturbance or other activities, qualified botanists will survey all proposed construction, staging, stockpile, and access areas for presence of non-listed sensitive plant species. Preconstruction surveys will occur during appropriate season and in accordance with established protocols (if required). These surveys will be conducted in all construction areas that occur in native habitats. In the event that non-listed sensitive plant species are observed in the impact area during pre-Project surveys, Muni/Western will implement the following measures: (a) Colonies will be clearly marked, mapped, and recorded along with the numbers of individuals in each colony and their respective condition. To the extent feasible, construction areas and access roads will be configured to avoid or minimize loss of individual plants and damage to occupied habitats. (b) Where impacts to non-listed sensitive plant species are unavoidable, Muni/Western will develop and implement a salvage, propagation, replanting, and monitoring program that will use both seed and salvaged plants constituting an ample and representative sample of each colony. (Draft EIR page 3.3-42.)
MM BIO-7	To reduce impacts on biological resources, Muni/Western will realign pipelines to avoid sensitive resources and habitat to the maximum extent feasible. Specifically, Muni/Western will realign Phase II of the Plunge Pool Pipeline northward and place it adjacent to Greenspot Road. (See Draft EIR Figure 3.3-7). This will put the project-related disturbance at the edge of the habitat and avoid bisecting the intermediate to mature RAFSS habitat along the western portion of the alignment. If it is infeasible to implement MM BIO-7, then the residual impact could be compensated by implementation of MM BIO-8, which is intended to compensate for permanent or long-term losses of sensitive RAFSS habitat as a result of installation of permanent facilities or long-term construction impacts that cannot be fully mitigated by MM BIO-1, MM BIO-2, and MM BIO-7. (Draft EIR page 3.3-44.)
MM BIO-8	To compensate for permanent long-term and temporal losses of RAFSS habitat value, Muni/Western will acquire, for every 1 acre impacted, a minimum of 1 acre of good quality habitat of similar or greater habitat value than the RAFSS area impacted by the Plunge Pool pipeline and dedicate it in perpetuity as a habitat conservation easement area, or other appropriate designation, and provide funding for its future management as native habitat in perpetuity. The acquired RAFSS habitat area would ideally be contiguous with existing habitat already set aside in the WSPA or other dedicated RAFSS habitat. If good quality habitat in such a locality is not available for purchase, availability of other RAFSS habitat will be investigated, with the objective of obtaining good quality habitat near the Project area. Implementation of this mitigation measure will be subject to the requirement that such long-term mitigation and reporting plans for such acquisitions are to be approved by the Deputy Director for Water Rights of the State Water Board prior to construction of the Plunge Pool Pipeline. (Draft EIR page 3.3-44; Final EIR Section 2.4.)
MM BIO-9	Muni/Western will monitor and remove invasive non-native species establishing in the channel and adjacent RAFSS habitats between Seven Oaks Dam and Mill Creek. Target species include species of tamarisk or salt cedar ( <i>Tamarix</i> spp.), fountain grass ( <i>Pennisetum setaceum</i> ), and giant reed ( <i>Arundo donax</i> ). These species establish in

<p>MM BIO-9 (continued)</p>	<p>habitats suitable to SBKR and Santa Ana River woolly-star and have the potential to spread further into adjacent suitable habitat areas. Initial control will be established using a combination of physical removal and herbicidal treatment using appropriate environmental safeguards. Herbicides will be used pursuant to manufacturer's instructions, and standard measures will be taken to avoid impacts to water quality. Two to several follow-up treatments would be anticipated during the first year with follow-up monitoring and treatments at least once annually in the ensuing years. (Draft EIR page 3.3-61; Final EIR Section 2.4.)</p>
<p>MM BIO-10</p>	<p>Muni/Western will develop a program, in coordination with MSHCP agency participants, to selectively restore SBKR and Santa Ana River woolly-star habitat by using habitat manipulation, either by mechanical means or high pressure water, to remove vegetation and leave freshly deposited sand and silt, simulating the habitat-renewing aftermath of natural flooding. This will be done using an adaptive management approach with input from Multispecies Habitat Conservation Plan (MSHCP) stakeholders. If the high pressure water method is used, water will be piped. A high-pressure nozzle will be directed at localized areas of habitat determined to be suitable for SBKR and Santa Ana River woolly-star after renewal. The nozzle will be hand operated or operated from a light vehicle. Treatments will be accomplished in a randomized block design to allow experimental testing of variables such as duration and intensity of spray, addition of clean stand, season of disturbance, application of seed vs. allowing natural dispersal, etc. A rigorous monitoring program funded by Muni/Western will be established to enable the differences among experimental treatments to be determined. The primary indicator of success will be related to development of habitat characteristics identified with pioneer to intermediate RAFSS habitat within the SBKR and Santa Ana River woolly-star populations that have been documented. These characteristics are documented in the literature and will be specified as part of the Muni/Western Program. The program will be adjusted appropriately as results from earlier efforts become available. The design and implementation of the ongoing effort will be funded by Muni/Western and conducted by representatives of Muni/Western with input from the USFWS and CDFG. A complete description of this method is also included in Appendix E7 of the Draft EIR, Section 2.0. Muni/Western commit to achieving a mitigation performance of restoring 10 acres of intermediate- to late-stage RAFSS habitat to the early or intermediate stage RAFSS habitat during the first 20 years of Project implementation. (Draft EIR pages 3.3-61 and 3.3-62; Final EIR Section 2.4.)</p>
<p>MM CR-1</p>	<p>In the event of an unanticipated archaeological or paleontological resource discovery during construction, all ground disturbances within 150 feet of the discovery will be halted or redirected to other areas until the discovery has been documented by a qualified archaeologist or paleontologist, and its potential significance evaluated consistent with CEQA. Resources considered significant will be avoided by Project design. If avoidance is not feasible, the resource will be subject to a data recovery mitigation program, as appropriate. If human remains are discovered the County Coroner will be contacted, and all procedures required by the California Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5(e) and PRC Section 5097.98 will be followed. (Draft EIR page 3.9-19.)</p>
<p>MM-CR-2</p>	<p>Proposed construction of the Plunge Pool Pipeline will avoid physical impacts to the Francis Cuttle Weir Dam to the extent feasible. In the event that any portion of the Francis Cuttle Weir Dam would be modified or demolished, a qualified architectural historian will prepare a historic recordation of the Francis Cuttle Weir Dam, in the context of the Conservation District's groundwater spreading system. The recordation will conform to the standards of either the Historic American Buildings Survey (HABS) or the Historic American Engineering Record (HAER). (Draft EIR page 3.9-20.)</p>

MM CR-3	Prior to construction activities along the segment of the Plunge Pool Pipeline, Phase I, align north of Greenspot Road, the location of the North Fork Canal will be precisely mapped on engineering design plans to identify where the canal falls within the construction corridor. Temporary fencing will be placed 5 feet south of the canal along the portion of the canal that falls within the construction corridor to provide a small buffer area, and no heavy construction equipment or vehicles will be allowed north of the fencing. (Draft EIR page 3.9-21.)
MM CR-4	If it is necessary to install the Morton Canyon Connector II Pipeline through the "Hole in the Wall" within the retaining wall of Greenspot Bridge, construction activities will be confined to previously disturbed sections only and the wall will be restored to pre-Project conditions. Prior to construction, a qualified architectural historian will review the final construction designs of the Morton Canyon Connector II Pipeline to verify avoidance of significant impacts to any Greenspot Bridge feature. (Draft EIR page 3.9-24.)
MM HAZ-1	Muni/Western will direct the contractor to wash out concrete trucks in a designated area where the material cannot run off into a stream or percolate into the groundwater. This area will be specified on all applicable construction plans and be in place before any concrete is poured. Muni/Western will direct the contractor to construction vehicles in a manner that contains fluids, such as lubricants, within an impervious area to avoid spill-related water quality impacts. (Draft EIR page 3.12-12.)
MM HAZ-2	Muni/Western will direct the contractor to inspect and, as necessary, service all equipment before it enters the construction site and regularly thereafter, and before working immediately adjacent to the Santa Ana River or any other drainage or creek to avoid equipment leak-related water quality impacts. Muni/Western will direct the contractor to repair any leaks or hoses/fittings in poor condition before the equipment begins work. (Draft EIR page 3.12-12.)
MM HAZ-3	Muni/Western will direct the contractor to prepare a spill prevention and contamination plan prior to equipment use on the site. Muni/Western will direct the contractor to follow the spill prevention plan during Project construction to prevent spill-related water quality impacts. This plan will include, but not necessarily be limited to: a. Specific bermed equipment maintenance and refueling areas. b. Bermed and lined hazardous material storage areas on site that are covered during the rainy season. c. Hazardous material spill cleanup equipment on site (e.g., absorbent pads, shovels, and bags to contain contaminated soil). d. Workers trained in the location and use of cleanup equipment. (Draft EIR page 3.12-12.)
MM HAZ-4	Using available data, in conjunction with the integrated surface and groundwater models, Muni/Western will identify groundwater trends, including plume movement and isolate changes attributable to implementation of the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit adverse plume movements. (Draft EIR page 3.12-14.)
MM-HAZ-5	Muni/Western will make an alternative water supply available to parties affected by contaminated wells, or provide treatment for affected wells, at Muni/Western's discretion. The alternative supply or treatment for affected wells will be made available for all times when pertinent water quality standards are exceeded as a result of the Project. (Final EIR section 2.3.2.)

MM GEO-1	Before beginning construction, a sedimentation and erosion control plan will be prepared by Muni/Western and submitted to the Santa Ana Regional Water Quality Control Board (SARWQCB) for approval. In addition, a Storm Water Pollution Prevention Plan (SWPPP) will be prepared by Muni/Western and submitted to the SARWQCB for approval prior to construction. Where possible, erosion control measures will be implemented by Muni/Western before beginning work in the rainy season. To minimize short-term impacts associated with erosion and off-site siltation of the SAR, standard erosion and sediment control features will be used during and immediately after grading and excavations.
MM GEO-2	Muni/Western will direct the contractor to install, prior to de-watering activities, energy dissipation devices at discharge points to prevent erosion. Sedimentation basins (such as straw bales lined with filter fabric) will be used at dewatering discharge points to prevent excess downstream sedimentation. These basins will be constructed during dewatering and regularly maintained during construction, including after storm events, to keep them in good working order.
MM GEO-3	Muni/Western will implement recommendations established in a site-specific geotechnical report, prepared by a qualified engineer or engineering geologist. The report recommendations will be based on comprehensive evaluation of slope stability, seismic, and soil conditions that may affect construction of the pipelines and related facilities. Recommendations will be consistent with provisions of California Code of Regulations, Title 8, Construction and Safety Orders. Project grading and excavations will be observed by a geotechnical engineer, engineering geologist, or other qualified representative, to verify compliance with recommendations of the geotechnical report. The geotechnical investigation will be completed in accordance with: (1) CDMG Special Publication 117, <i>Guidelines for Evaluating and Mitigating Seismic Hazards in California</i> (CDMG 1997). (2) Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Liquefaction in California (SCEC1999).
MM GEO-4	Muni/Western will implement seismic-related recommendations contained in a site-specific geotechnical report, as discussed in MM GEO-3, to minimize seismically induced damage to the pipeline.
MM GEO-5	A water flow shut-off mechanism will be installed by Muni/Western at the Plunge Pool Pipeline Intake Structure to terminate flow immediately following a large earthquake in the vicinity of the site.
MM GEO-6	Muni/Western will complete emergency repairs to the pipeline and/or related facilities, in the event of seismically induced damage. MM GEO-1 and MMGEO-2 will be applied to reduce erosion related impacts associated with soil disturbance during emergency repairs.
MM GEO-7	Muni/Western will implement a groundwater level monitoring program using data from Index Wells (see Figure 3.4-5). This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and identify changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit high groundwater conditions in the vicinity of Devil Canyon, Lytle Creek, Mill Creek, and areas in the forebay and intermediate area of the SBBA.

MM GEO-8	Muni/Western will implement a groundwater level monitoring program using data from Index Wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit potential for subsidence in the Pressure Zone area of the SBBA.
MM GW-1	Using available reliable data, Muni/Western will, on an annual basis, evaluate impacts of the Project on TDS and nitrate concentrations in the SBBA. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to reduce significant TDS and nitrate impacts.
MM SW-2	An energy dissipation structure, a device to slow fast moving flows so as to prevent erosion, will be placed at the terminus of the pipeline delivering water to Lytle Basins channel to ensure that water from the Project does not scour or erode the channel.
MM PS-12	Per the requirements of the Seven Oaks Accord, to avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, Muni/Western will spread sufficient water to maintain static groundwater levels at the affected index wells. To implement this mitigation measure, Muni/Western will use a groundwater monitoring program based on information derived from the index wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate the share of change attributable to the Project. Remedial action will be implemented prior to an actual 10-foot reduction being reached, to avoid the significant impact.



**Table 2: Cumulative Mitigation Measures**

<p>MM Cumulative BIO-1</p>	<p>The San Bernardino General Plan continues a number of policies in the Natural Resources Element designed to require review of biological impacts for each development project in coordination with the development and enforcement of Habitat Conservation Plans, and development of monitoring programs. The Riverside County General Plan Draft Program EIR identifies policies from the Multipurpose Open Space Element of the County of Riverside General Plan as well as additional measures to reduce impacts to biological resources associated with growth. Policies are designed to require review of biological impacts for each development project, avoidance of habitat fragmentation, and use of constructed wetlands to treat water before it enters the natural stream system. Residual impacts: despite General Plan policies, significant unavoidable cumulative biological impacts would still occur in San Bernardino and Riverside Counties.</p>
<p>MM Cumulative CR-1</p>	<p>Individual review of each of the related projects under CEQA would likely result in the identification of any significant cultural resource impacts and provide mitigation to reduce or avoid impacts. It is not certain that all significant cumulative impacts could be successfully mitigated, given the potentially large amount of ground disturbance involved with the Project and related projects. Residual impacts: potential cumulative impacts on cultural resources would remain significant.</p>
<p>MM Cumulative CR-2</p>	<p>The Natural Resources Element of the San Bernardino County General Plan contains a number of policies to mitigate impacts to cultural resources. Generally, these policies require cultural resource field surveys with all project submittals; the preparation of cultural resource overlays for all existing Planning Areas not covered by an overlay map; preliminary cultural resource reviews by the Archaeological Information Center; the cataloging of artifacts discovered as a result of a cultural resource investigation; and notification of the Native American Heritage Commission if projects require the excavation of Native American archaeological sites. The Multipurpose Open Space Element of the Riverside County General Plan also contains relevant policies that would mitigate impacts to cultural resources. The Riverside County General Plan Draft Program EIR identifies additional mitigation measures including compliance with State Health and Safety Code Section 7050.5 that requires disturbance of an area to cease where human remains have been encountered until the Riverside County Coroner has made a determination of the origin and disposition; avoidance of</p>

<p>MM Cumulative CR-2 (Continued)</p>	<p>cultural resources where possible, where avoidance of cultural resources is not possible, the planting of deterrent plant species such as prickly pear cactus shall be completed to minimize public availability to the site; and additional measures if avoidance and/or preservation of cultural resources is not possible, such as having a participant-observer present from the appropriate Indian Band or Tribe during archaeological testing or excavation of a project site. Residual impacts: significant cumulative impacts to cultural resources could still occur given the potentially large amount of ground disturbance related to growth and development.</p>
<p>MM Cumulative HAZ-1</p>	<p>The San Bernardino County General Plan includes policies to reduce impacts related to hazardous materials. Specifically, the Hazardous Waste/Materials section of the Man-made Hazards Element includes policies HW-1 through HW-26. In general, these measures establish an effective and expeditious permitting process for siting hazardous waste facilities that includes extensive public participation; ensures the protection of public health and safety when siting needed hazardous waste facilities; develops uniform set of criteria for the siting of hazardous waste facilities in the County, including a requirement that facilitates the siting only in areas with a zoning overlay of Specified Hazardous Waste Facility; and ensures coordination among agencies and County departments in the review of all hazardous waste applications within the County.</p>
<p>MM Cumulative SW-1</p>	<p>The San Bernardino General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. However, with regard to water resources in San Bernardino County, significant unavoidable impacts would still occur. The Riverside County General Plan addresses localized flooding risks in the Safety Element of the proposed Riverside County General Plan. Additionally, the proposed Riverside County General Plan Draft Program EIR contains measures to further mitigate flooding impacts including use of FEMA documents to minimize flood hazards, prohibition by the County of the alteration of floodways and channelization where possible, and the requirement that the 10-year flood flows be contained within the tops of curbs and the 100-year flood flows within the street rights-of-way. These policies would mitigate impacts related to surface water in Riverside County. Residual impacts: significant cumulative impacts to surface water resources related to water demand and generation of urban contaminants could still occur in San Bernardino County.</p>

MM Cumulative GW-1	<p>The San Bernardino County General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County.</p> <p>The Riverside County General Plan contains a number of policies in the multipurpose Open Space Element and Land Use Element designed to avoid overdraft and groundwater contamination.</p> <p>Residual impacts: significant unavoidable cumulative groundwater impacts would still occur in San Bernardino County.</p>
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STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

PERMIT FOR DIVERSION AND USE OF WATER

PERMIT 21265

Application 31370 of

San Bernardino Valley Municipal Water District and Western Municipal  
Water District of Riverside County  
P.O. Box 5906  
San Bernardino, CA 92412-5906

filed on **November 4, 2002**, has been approved by the State Water Resources Control Board (State Water Board or Board) SUBJECT TO PRIOR RIGHTS and to the limitations and conditions of this permit.

Permittee is hereby authorized to divert and use water as follows:

1. Source of water

Source:

Santa Ana River (1, 3, 6, 9, 10, 11,12)

Bear Creek (2)

Breakneck Creek (4)

Keller Creek (5)

Alder Creek (7)

Tributary to:

Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

Santa Ana River thence Pacific Ocean

within the County of **San Bernardino**.

2. Location of points of diversion (POD) and points of rediversion (POR)

By California Coordinate System of 1983, Zone 5	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
<b>POD &amp; POR #1:</b> Seven Oaks Dam North 1,866,500 ft. and East 6,835,000 ft.	NE $\frac{1}{4}$ of NW $\frac{1}{4}$	4	01S	02W	SB
<b>POD #2:</b> North 1,882,500 ft. and East 6,859,600 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #3:</b> North 1,882,400 ft. and East 6,859,700 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #4:</b> North 1,880,900 ft. and East 6,858,100 ft.	NW $\frac{1}{4}$ of SE $\frac{1}{4}$	19	01N	01W	SB
<b>POD #5:</b> North 1,877,700 ft. and East 6,846,200 ft.	NW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	01N	02W	SB
<b>POD #6:</b> North 1,876,700 ft. and East 6,846,700 ft.	SW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	01N	02W	SB
<b>POD #7:</b> North 1,877,100 ft. and East 6,843,600 ft.	NW $\frac{1}{4}$ of NW $\frac{1}{4}$	26	01N	02W	SB
<b>POR #8:</b> North 1,865,800 ft. and East 6,837,100 ft.	SE $\frac{1}{4}$ of NE $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #9:</b> North 1,864,900 ft. and East 6,835,000 ft.	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #10:</b> North 1,864,900 ft. and East 6,834,600 ft.	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #11:</b> North 1,863,500 ft. and East 6,834,000 ft.	NW $\frac{1}{4}$ of SW $\frac{1}{4}$	4	01S	02W	SB
<b>POD &amp; POR #12:</b> North 1,862,800 ft. and East 6,834,000 ft.	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	4	01S	02W	SB

2 (continued) Location of point of diversion

By California Coordinate System of 1983, Zone 6	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
<b>POR #13: Lake Mathews (Cajalco Dam) North 2,249,950 ft. and East 6,193,550 ft.</b>	<b>NE¼ of SW¼</b>	<b>12</b>	<b>04S</b>	<b>06W</b>	<b>SB</b>
<b>POR #14: Diamond Valley Lake Dam North 2,188,680 ft. and East 6,313,210 ft.</b>	<b>NE¼ of NW¼</b>	<b>11</b>	<b>06S</b>	<b>02W</b>	<b>SB</b>
<b>POR #15 Lake Skinner Dam North 2,157,870 ft. and East 6,311,180 ft.</b>	<b>SW¼ of SE¼</b>	<b>3</b>	<b>07S</b>	<b>02W</b>	<b>SB</b>

3. Purpose of use	4. Place of use	Section (Projected)*	Township	Range	Base and Meridian	Acres
<b>Municipal, Industrial, Irrigation, Heat Control, Frost Protection and Recreational uses</b>	<b>San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County's Service Areas*</b>					

\*The place of use is shown on maps dated June 7, 2010 and June 14, 2010 and filed with the State Water Board.

5a. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed **1,100** cubic feet per second (cfs) by direct diversion and **100,000** acre-feet per annum (afa) by underground and/or surface storage to be diverted from **January 1 to December 31** of each year. The amount of surface storage at Seven Oaks Dam shall not exceed 50,000 afa. The maximum rate of diversion to offstream storage shall not exceed 1,250 cfs. The maximum rate of diversion to underground storage shall not exceed 400 cfs. The total amount of water to be taken from the sources shall not exceed 100,000 acre-feet (af) per water-year from October 1 to September 30. The total rate for water to be taken from the sources for either direct use, underground storage, and/or offstream surface storage shall not exceed 1,250 cfs.

(000005E)

5b. The total quantity of water to be taken from the sources under both Application 31165 and Application 31370 shall not exceed 198,317 af per water-year from October 1 to September 30. The total amount of water diverted to storage at Seven Oaks Dam under both Applications 31165 and 31370 shall not exceed 50,000 af per water-year from October 1 to September 30. The total combined rate for water to be taken from the sources under Applications 31165 and 31370 for either direct use, underground storage, and/or offstream surface storage shall not exceed an instantaneous rate of 1,250 cfs.

(000005L)

6. The amount authorized for appropriation may be reduced in the license if investigation warrants.

(0000006)

7. Construction work and the application of water to beneficial use shall be prosecuted with reasonable diligence. Actual construction shall begin no later than June 30, 2010 and be completed by October 1, 2020. Water shall be put to full beneficial use by December 31, 2059.

(0000009)

8. Progress reports shall be submitted promptly by Permittee when requested by the State Water Board until a license is issued.

(0000010)

9. Permittee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by said State Water Board, reasonable access to project works to determine compliance with the terms of this permit.

(0000011)

10. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of Permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the Permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

11. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the State Water Board if, after notice to the Permittee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken

pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

12. This permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C.A. §§ 1531-1544). If a "take" will result from any act authorized under this water right, the Permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

(0000014)

13. Permittee shall maintain records of the amount of water diverted and used to enable State Water Board to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.

(0000015)

14. This permit shall not be construed as conferring upon the Permittee right of access to the point of diversion.

(0000022)

15. Permittee shall consult with the Division of Water Rights (Division) and, within one year from the date of this permit, shall submit to the State Water Board its Urban Water Management Plan as prepared and adopted in conformance with section 10610, et seq. of the California Water Code, supplemented by any additional information that may be required by the Board.

All cost effective measures identified in the Urban Water Management Plan and any supplements thereto shall be implemented in accordance with the schedule for implementation found therein.

(0000029A)

16. If it is determined after permit issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Permittee shall, at his expense have the subject map(s) updated or replaced with equivalent as-built map(s). Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23.. Said revision(s) or map(s) shall be furnished upon request of the Chief of the Division of Water Rights<sup>1</sup>.

(0000030)

17. No work shall commence and no water shall be diverted, stored or used under this permit until a copy of a stream or lake alteration agreement between the State Department of Fish and Game (DFG) and the Permittee is filed with the Division. Compliance with the terms and conditions of the agreement is the responsibility of the Permittee. If a stream or lake alteration agreement is not necessary for this permitted project, the Permittee shall provide the Division a copy of a waiver signed by DFG.

(0000063)

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<sup>1</sup> The Chief of the Division of Water Rights is hereafter referred by the State Water Board as the Deputy Director for Water Rights.



18. In order to prevent degradation of the quality of water during and after construction of the project, prior to commencement of construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.  
(0000100)
19. Prior to diversion of water under this permit, Permittee shall: (1) install devices to measure the instantaneous rate of diversion and the quantities of water placed into underground storage, and (2) install devices to measure or provide documentation of the method to be used to determine the quantity of water recovered from underground storage and placed to beneficial use. All measuring devices and the method of determining the quantity of water placed into and recovered from underground storage shall be approved by the State Water Board prior to diversion of water under this permit. All measuring devices shall be properly maintained. The diversion data shall be posted on Permittee's websites on a weekly basis.  
(0080117)
20. The Permittee shall obtain all necessary state and local agency permits required by other agencies prior to construction and diversion of water. Copies of such permits and approvals shall be forwarded to the Deputy Director for Water Rights (Deputy Director).  
(0000203)
21. No debris, soil, silt, cement that has not set, oil, or other such foreign substance will be allowed to enter into or be placed where it may be washed by rainfall runoff into the waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.  
(0000208)
22. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology, water quality and public services, utilities and transportation identified in the Final EIR, specifically mitigation measures MM BIO-1, MM BIO-2 and MM BIO-6 through MM BIO-10, MM CR 1 through MM CR 4, MM HAZ 1 through MM HAZ 5, MM GEO-1 through MM GEO-8, MM GW-1, MM SW-2 and MM PS-12. (See attached Table 1.) Permittee must implement the measures to mitigate significant impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted on March 21, 2007 by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County. In addition, Permittee shall submit an annual report to the Deputy Director that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.  
(0400500)
23. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the cumulative impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology and water quality, and public services, utilities and transportation identified in the EIR, specifically mitigation measures MM Cumulative BIO-1, MM Cumulative CR-1, MM Cumulative CR-2, MM Cumulative HAZ-1, MM Cumulative SW-1 and MM Cumulative GW-1. (See attached Table 2.) Permittee must implement the measures to mitigate cumulative impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western

Municipal Water District of Riverside County on March 21, 2007. In addition, Permittee shall submit to the Deputy Director an annual report that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

24. This permit shall not be construed as conferring upon Permittee right of access to facilities of the U.S. Army Corps of Engineers and the Santa Ana River Mainstem Local Sponsors.

(0000022)

25. This permit is specifically subject to the prior rights of Bear Valley Mutual Water Company, City of Redlands, East Valley Water District, Lugonia Water Company, North Fork Water Company and Redlands Water Company to divert the first 88 cfs of the natural flow of the Santa Ana River pursuant to pre-1914 appropriative rights, to the extent that such rights may exist.

(0400500)

26. This permit is specifically subject to the prior rights of San Bernardino Valley Water Conservation District under Licenses 2831 and 2832 issued pursuant to Applications 2217 and 4807, and any valid pre-1914 appropriative right confirmed by the Court.

(0400500)

27. Nothing in this permit shall be construed as authorizing any diversions contrary to the provisions of the December 19, 2002 Biological Opinion issued by United States Fish and Wildlife Service for operation of Seven Oaks Dam, as may be revised in the future, including flow releases for downstream over-bank inundation to preserve State and federally listed threatened and endangered species and their habitat.

(0600500)

28. Permittee shall only divert water at points of diversion 5 through 10 in compliance with the terms and conditions of Federal Energy Regulatory Commission (FERC) license Project No. 1933 and 401 water quality certification as well as any future FERC licenses and 401 water quality certifications.

(0560900)

29. Permittee shall not, without the prior written consent of Southern California Edison (SCE), construct, operate or maintain diversion works at points of diversion located upstream of the flood inundation pool of Seven Oaks Dam in a manner that interferes with the operation and maintenance of the hydroelectric works licensed to SCE by the Federal Energy Regulatory Commission (FERC) license for Project No. 1933. Permittee's diversion of water at such points of diversion shall not interfere with SCE's diversion of water for hydroelectric purposes, again as described in the FERC license for Project No. 1933. Nothing in this permit shall be construed to limit Permittee's diversion of water from such points of diversion at times when the quantity of water available for diversion at such points of diversion exceeds the demand of SCE's facilities to divert water from the Santa Ana River system.

(0430999)

30. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, the lands necessary for related facilities, or the lands necessary for inundation for water storage. Access to, construction upon, or inundation of National Forest Service lands shall not commence prior to authorization by the Forest Service, in accordance with applicable laws and regulations. Such authorization will require compliance with all applicable federal laws and regulations. Permittee specifically recognizes that completion of

the applicable legal process does not guarantee such authorization will be granted, the issuance of this water right permit notwithstanding.

(0000022)

31. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, and lands necessary for related facilities, or the lands necessary for inundation for water storage. Permittee shall not commence construction and operation of water diversion facilities at Seven Oaks Dam without a written access agreement from the Santa Ana River Mainstem Project Local Sponsors.

(0000022)
32. Flow in the Santa Ana River is highly variable from year to year. Because the face value of this permit is based on a rare storm event, this permit shall not be construed as giving any assurance that such an event will occur. The actual amount of water available for appropriation may be much less.

(0000999)
33. Permittee is required to follow guidance from existing state and federally mandated projects regarding groundwater contaminant plumes within and outside the San Bernardino Basin Area. This includes coordination with appropriate oversight agencies and compliance with policies regarding the remediation of the groundwater contaminant plumes.

(0400800)
34. Permittee shall not use the Cactus Spreading and Flood Control Basins under this permit.

(0400800)
- 35a. In order to prevent degradation of the quality of water released to the Santa Ana River from storage at Seven Oaks Dam, the State Water Board may modify this permit to set conditions that apply water quality objectives to any release from storage.
- 35b. No water shall be released from storage of Seven Oaks Dam for purposes of redirection by Permittee until Permittee has consulted with the Chief Deputy Director for Water Quality or his or her delegee and the Chief Deputy Director has determined that the releases will be consistent with applicable water quality objectives. The releases shall be consistent with any conditions the Chief Deputy Director determines are necessary to ensure compliance with applicable water quality objectives.

(0400800)
36. In order to prevent degradation of water quality during and after construction of the project, prior to commencement of any construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0400800)

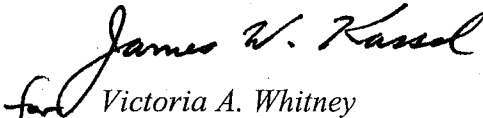
***This permit is issued and Permittee takes it subject to the following provisions of the Water Code:***

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every Permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any Permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any Permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

STATE WATER RESOURCES CONTROL BOARD

  
Victoria A. Whitney  
Deputy Director for Water Rights

Dated: **JUN 29 2010**

Attachments

**Table 1: Mitigation Measures**

<p>MM BIO-1</p>	<p>Muni/Western will minimize disturbance to native habitats and listed and non-listed sensitive species by the implementation of the following measures at construction sites prior to and during construction. Where ground disturbance is required, the Muni/Western program will include the following:</p> <ol style="list-style-type: none"><li>(1) Clearly marking and delineating the limits of the staging areas as well as the construction corridors/zones in the field and graphically on all final construction drawings and blueprints. Personnel and equipment will be prohibited in native habitats outside the construction limits.</li><li>(2) Biologically sensitive areas, including individuals or colonies of listed and non-listed sensitive plant species and wildlife species, will be identified and delineated in the field prior to ground disturbance (see MM BIO-3) and will be clearly marked graphically on all final construction plans or blueprints so they will be avoided to maximum extent feasible.</li><li>(3) Use methods to minimize the construction corridor width to the maximum extent feasible in sensitive habitats, such as transporting and stockpiling excavated materials in disturbed area of the right-of-way (ROW), or into other parts of the ROW by truck or conveyor belt.</li></ol> <p><b>Employee Training</b> Implementation of an employee training program. Muni/Western's program will include an initial meeting with all personnel presented by a qualified biologist familiar with all affected species, habitats, and permit conditions. The employee training program will include a discussion of each species, all applicable laws, the permit conditions, and the potential penalties for violating permit conditions. The employee training program will be conducted before construction activities begin. Regular updates will occur during weekly tailgate meetings with construction personnel, and newly hired personnel will be informed of the permit conditions as well as the habitat and species issues before working on the Project site.</p> <p><b>On-Site Monitoring</b> Biological monitoring of habitat clearing activities and removal of sedentary animals, both common and sensitive, within the ROW prior to clearing. This will require a qualified biologist to be at the location of habitat removal before clearing to attempt to remove animals where visible and, during removal activities, to ensure that no inadvertent impacts to adjacent habitats occur. Weekly inspections of the ROW perimeter near work areas will also reduce the potential for inadvertent impacts to adjacent habitat.</p> <p><b>Best Management Practices (BMPs)</b> Dust control. All areas of mechanical ground disturbance, including dirt access roadways, will be consistently moistened to reduce the creation of dust clouds. The frequency of watering will be consistent with the desired goal and in accordance with regional standards and BMPs. Erosion control. Devices such as straw bales and "v" ditches will be installed in areas where construction activities may directly or indirectly cause erosion or sediment deposition on adjacent habitats. Routine removal of trash from construction areas. All refuse, including non-construction materials such as paper and miscellaneous food packaging materials, will be removed from the ROW to prevent littering of the adjacent habitat areas outside of the ROW. At a minimum, site clean-ups should occur weekly.</p> <p><b>Listed Species Protection Measures</b> In areas where the San Bernardino Kangaroo Rat (SBKR) is present, either within or adjacent to the ROW, Muni/Western will install exclusionary fencing where appropriate to reduce the potential for SBKR entering the ROW.</p>
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<p>MM BIO-1 (Continued)</p>	<p>Specification for the fencing will be particular to the goal of the SBKR exclusion and will be approved by the United States Fish and Wildlife Service (USFWS). Muni/Western may not install fencing in certain areas such as boulder-strewn washes where fence construction may cause substantial habitat disturbance. Following the installation of fencing, the animals within the ROW will be trapped and released within adjacent suitable habitat outside the ROW. These methods will be approved by the USFWS. In areas where the SBKR is present, either within or adjacent to the ROW, Muni/Western will limit construction activities to daylight hours (approximately 7:00 A.M. to 6:00 P.M.) During night hours, no activities that would unnaturally increase the light or noise within adjacent occupied habitat will occur.</p> <p>In areas where the SBKR, coastal California gnatcatcher CAGN, least Bell's vireo, or southwestern willow flycatcher are present either within or adjacent to the ROW, Muni/Western will avoid or reduce construction activities in the vicinity of occupied habitat during the breeding season. Avoidance will take place from March 1 through June 30. In certain areas, avoidance of southwestern willow flycatcher will continue through July 31. Where complete avoidance is not possible, construction activities will be conducted in a manner that attempts to minimize disturbance during early morning hours and avoids the most sensitive breeding months of April and May.</p> <p>In areas where preconstruction sensitive species surveys and other seasonally limited activities such as seed collection and plant propagation are needed, Muni/Western will prepare a calendar of when such activities need to be accomplished and incorporate this into design and construction schedules to ensure that the surveys can be conducted in the appropriate season without causing delays. (Draft EIR page 3.3-37 through 3.3-39; Final EIR Section 2.4.)</p>
<p>MM BIO-2</p>	<p>Muni/Western will develop a Habitat Revegetation, Restoration, and Monitoring Program (Program), obtaining input from CDFG, and USFWS, for implementation in all habitat areas directly affected by construction activities. The Program will include the following measures:</p> <p><b>Invasive Species Control</b></p> <p>Where appropriate and feasible, the area to be treated will be treated to kill invasive exotics species and limit their seed production before initiating any earthmoving activity with the objectives of: (1) preventing invasive species from spreading from the disturbance area, and (2) removing weed sources from the salvaged topsoil. Herbicides will be used only by a licensed herbicide applicator and may require notification to property owners or resource agencies. The treatment will be completed before earthmoving in order for this mitigation to have its intended effect (e.g., the treatment would need to occur before target species set seed).</p> <p><b>Topsoil Salvage and Replacement</b></p> <p>In areas where vegetation and soil are to be removed, the topsoil will be salvaged and replaced, where practicable. This may be accomplished using two lifts, the first to salvage the seed bank, and the second to salvage soil along with soil biota in the root zone. Soil will be stockpiled in two areas near the Project site, with the seed bank labeled to identify it. Topsoil will be replaced in the proper layers after final reconfiguration of disturbed areas. Where presence of extensive deposits of boulders and cobbles limit the opportunity to salvage topsoil and make the above-mentioned procedure infeasible, Muni/Western will salvage available surface material and stockpile it for replacement on the surface of the restored area. Stockpiles will be covered if the soil is to be left for an extended period to prevent losses due to erosion and invasion of weeds.</p> <p><b>Habitat Rehabilitation and Revegetation</b></p> <p>Muni/Western will develop and implement plans and specifications for replanting areas disturbed by the Project. Replanting will be with native species propagated from locally collected seed or cuttings, and, if applicable, will include seed or sensitive species that would be impacted during construction activities.</p> <p>Monitoring procedures and performance criteria will be developed by Muni/Western to</p>

MM BIO-2 (Continued)	address revegetation and erosion control. The performance criteria will consider the level of disturbance and the condition of adjacent habitats. Monitoring will continue for three-to-five years, or until performance criteria have been met. Appropriate remedial measures, such as replanting, erosion control or weed control, will be identified and implemented if it is determined that performance criteria are not being met. (Draft EIR page 3.3-39 through 3.3-40; Final EIR Section 2.4.)
MM BIO-6	<p>Prior to ground disturbance or other activities, qualified botanists will survey all proposed construction, staging, stockpile, and access areas for presence of non-listed sensitive plant species. Preconstruction surveys will occur during appropriate season and in accordance with established protocols (if required). These surveys will be conducted in all construction areas that occur in native habitats. In the event that non-listed sensitive plant species are observed in the impact area during pre-Project surveys, Muni/Western will implement the following measures:</p> <ul style="list-style-type: none"> <li>(a) Colonies will be clearly marked, mapped, and recorded along with the numbers of individuals in each colony and their respective condition. To the extent feasible, construction areas and access roads will be configured to avoid or minimize loss of individual plants and damage to occupied habitats.</li> <li>(b) Where impacts to non-listed sensitive plant species are unavoidable, Muni/Western will develop and implement a salvage, propagation, replanting, and monitoring program that will use both seed and salvaged plants constituting an ample and representative sample of each colony. (Draft EIR page 3.3-42.)</li> </ul>
MM BIO-7	<p>To reduce impacts on biological resources, Muni/Western will realign pipelines to avoid sensitive resources and habitat to the maximum extent feasible. Specifically, Muni/Western will realign Phase II of the Plunge Pool Pipeline northward and place it adjacent to Greenspot Road. (See Draft EIR Figure 3.3-7). This will put the project-related disturbance at the edge of the habitat and avoid bisecting the intermediate to mature RAFSS habitat along the western portion of the alignment. If it is infeasible to implement MM BIO-7, then the residual impact could be compensated by implementation of MM BIO-8, which is intended to compensate for permanent or long-term losses of sensitive RAFSS habitat as a result of installation of permanent facilities or long-term construction impacts that cannot be fully mitigated by MM BIO-1, MM BIO-2, and MM BIO-7. (Draft EIR page 3.3-44.)</p>
MM BIO-8	<p>To compensate for permanent long-term and temporal losses of RAFSS habitat value, Muni/Western will acquire, for every 1 acre impacted, a minimum of 1 acre of good quality habitat of similar or greater habitat value than the RAFSS area impacted by the Plunge Pool pipeline, and dedicate it in perpetuity as a habitat conservation easement area, or other appropriate designation, and provide funding for its future management as native habitat in perpetuity. The acquired RAFSS habitat area would ideally be contiguous with existing habitat already set aside in the WSPA or other dedicated RAFSS habitat. If good quality habitat in such a locality is not available for purchase, availability of other RAFSS habitat will be investigated, with the objective of obtaining good quality habitat near the Project area. Implementation of this mitigation measure will be subject to the requirement that such long-term mitigation and reporting plans for such acquisitions are to be approved by the Deputy Director for Water Rights of the State Water Resources Control Board prior to construction of the Plunge Pool Pipeline. (Draft EIR page 3.3-44; Final EIR Section 2.4.)</p>
MM BIO-9	<p>Muni/Western will monitor and remove invasive non-native species establishing in the channel and adjacent RAFSS habitats between Seven Oaks Dam and Mill Creek. Target species include species of tamarisk or salt cedar (<i>Tamarix</i> spp.), fountain grass (<i>Pennisetum setaceum</i>), and giant reed (<i>Arundo donax</i>). These species establish in habitats suitable to SBKR and Santa Ana River woolly-star and have the potential to</p>

<p>MM BIO-9 (Continued)</p>	<p>spread further into adjacent suitable habitat areas. Initial control will be established using a combination of physical removal and herbicidal treatment using appropriate environmental safeguards. Herbicides will be used pursuant to manufacturer's instructions, and standard measures will be taken to avoid impacts to water quality. Two to several follow-up treatments would be anticipated during the first year with follow-up monitoring and treatments at least once annually in the ensuing years. (Draft EIR page 3.3-61; Final EIR Section 2.4.)</p>
<p>MM BIO-10</p>	<p>Muni/Western will develop a program, in coordination with MSHCP agency participants, to selectively restore SBKR and Santa Ana River woolly-star habitat by using habitat manipulation, either by mechanical means or high pressure water, to remove vegetation and leave freshly deposited sand and silt, simulating the habitat-renewing aftermath of natural flooding. This will be done using an adaptive management approach with input from Multispecies Habitat Conservation Plan (MSHCP) stakeholders. If the high-pressure water method is used, water will be piped. A high-pressure nozzle will be directed at localized areas of habitat determined to be suitable for SBKR and Santa Ana River woolly-star after renewal. The nozzle will be hand-operated or operated from a light vehicle. Treatments will be accomplished in a randomized block design to allow experimental testing of variables such as duration and intensity of spray, addition of clean sand, season of disturbance, application of seed vs. allowing natural dispersal, etc. A rigorous monitoring program funded by Muni/Western will be established to enable the differences among experimental treatments to be determined. The primary indicator of success will be related to development of habitat characteristics identified with pioneer to intermediate RAFSS habitat within the SBKR and Santa Ana River woolly-star populations that have been documented. These characteristics are documented in the literature and will be specified as part of the Muni/Western Program. The program will be adjusted appropriately as results from earlier efforts become available. The design and implementation of the ongoing effort will be funded by Muni/Western and conducted by representatives of Muni/Western with input from the USFWS and CDFG. A complete description of this method is also included in Appendix E7 of the Draft EIR, Section 2.0. Muni/Western commit to achieving a mitigation performance of restoring 10 acres of intermediate- to late-stage RAFSS habitat to the early or intermediate stage RAFSS habitat during the first 20 years of Project implementation (Draft EIR pages 3.3-61 and 3.3-62; Final EIR Section 2.4.)</p>
<p>MM CR-1</p>	<p>In the event of an unanticipated archaeological or paleontological resource discovery during construction, all ground disturbances within 150 feet of the discovery will be halted or redirected to other areas until the discovery has been documented by a qualified archaeologist or paleontologist, and its potential significance evaluated consistent with CEQA. Resources considered significant will be avoided by Project design. If avoidance is not feasible, the resource will be subject to a data recovery mitigation program, as appropriate. If human remains are discovered the County Coroner will be contacted, and all procedures required by the California Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5(e) and PRC Section 5097.98 will be followed. (Draft EIR page 3.9-19.)</p>
<p>MM-CR-2</p>	<p>Proposed construction of the Plunge Pool Pipeline will avoid physical impacts to the Francis Cuttle Weir Dam to the extent feasible. In the event that any portion of the Francis Cuttle Weir Dam would be modified or demolished, a qualified architectural historian will prepare a historic recordation of the Francis Cuttle Weir Dam, in the context of the Conservation District's groundwater spreading system. The recordation will conform to the standards of either the Historic American Buildings Survey (HABS) or the Historic American Engineering Record (HAER). (Draft EIR page 3.9-20.)</p>



MM CR-3	Prior to construction activities along the segment of the Plunge Pool Pipeline, Phase I, align north of Greenspot Road, the location of the North Fork Canal will be precisely mapped on engineering design plans to identify where the canal falls within the construction corridor. Temporary fencing will be placed 5 feet south of the canal along the portion of the canal that falls within the construction corridor to provide a small buffer area, and no heavy construction equipment or vehicles will be allowed north of the fencing. (Draft EIR page 3.9-21.)
MM CR-4	If it is necessary to install the Morton Canyon Connector II Pipeline through the "Hole in the Wall" within the retaining wall of Greenspot Bridge, construction activities will be confined to previously disturbed sections only and the wall will be restored to pre-Project conditions. Prior to construction, a qualified architectural historian will review the final construction designs of the Morton Canyon Connector II Pipeline to verify avoidance of significant impacts to any Greenspot Bridge feature. (Draft EIR page 3.9-24.)
MM HAZ-1	Muni/Western will direct the contractor to wash out concrete trucks in a designated area where the material cannot run off into a stream or percolate into the groundwater. This area will be specified on all applicable construction plans and be in place before any concrete is poured. Muni/Western will direct the contractor to construction vehicles in a manner that contains fluids, such as lubricants, within an impervious area to avoid spill-related water quality impacts. (Draft EIR page 3.12-12.)
MM HAZ-2	Muni/Western will direct the contractor to inspect and, as necessary, service all equipment before it enters the construction site and regularly thereafter, and before working immediately adjacent to the Santa Ana River or any other drainage or creek to avoid equipment leak-related water quality impacts. Muni/Western will direct the contractor to repair any leaks or hoses/fittings in poor condition before the equipment begins work. (Draft EIR page 3.12-12.)
MM HAZ-3	Muni/Western will direct the contractor to prepare a spill prevention and contamination plan prior to equipment use on the site. Muni/Western will direct the contractor to follow the spill prevention plan during Project construction to prevent spill-related water quality impacts. This plan will include, but not necessarily be limited to: <ul style="list-style-type: none"> <li>a. Specific bermed equipment maintenance and refueling areas.</li> <li>b. Bermed and lined hazardous material storage areas on site that are covered during the rainy season.</li> <li>c. Hazardous material spill cleanup equipment on site (e.g., absorbent pads, shovels, and bags to contain contaminated soil).</li> <li>d. Workers trained in the location and use of cleanup equipment. (Draft EIR page 3.12-12.)</li> </ul>
MM HAZ-4	Using available data, in conjunction with the integrated surface and groundwater models, Muni/Western will identify groundwater trends, including plume movement and isolate changes attributable to implementation of the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit adverse plume movements. (Draft EIR page 3.12-14.)
MM-HAZ-5	Muni/Western will make an alternative water supply available to parties affected by contaminated wells, or provide treatment for affected wells, at Muni/Western's discretion. The alternative supply or treatment for affected wells will be made available for all times when pertinent water quality standards are exceeded as a result of the Project. (Final EIR section 2.3.2.)
MM GEO-1	Before beginning construction, a sedimentation and erosion control plan will be prepared by Muni/Western and submitted to the Santa Ana Regional Water Quality Control Board

MM GEO-1 (Continued)	(SARWQCB) for approval. In addition, a Storm Water Pollution Prevention Plan (SWPPP) will be prepared by Muni/Western and submitted to the SARWQCB for approval prior to construction. Where possible, erosion control measures will be implemented by Muni/Western before beginning work in the rainy season. To minimize short-term impacts associated with erosion and off-site siltation of the SAR, standard erosion and sediment control features will be used during and immediately after grading and excavations.
MM GEO-2	Muni/Western will direct the contractor to install, prior to de-watering activities, energy dissipation devices at discharge points to prevent erosion. Sedimentation basins (such as straw bales lined with filter fabric) will be used at dewatering discharge points to prevent excess downstream sedimentation. These basins will be constructed during dewatering and regularly maintained during construction, including after storm events, to keep them in good working order.
MM GEO-3	Muni/Western will implement recommendations established in a site-specific geotechnical report, prepared by a qualified engineer or engineering geologist. The report recommendations will be based on comprehensive evaluation of slope stability, seismic, and soil conditions that may affect construction of the pipelines and related facilities. Recommendations will be consistent with provisions of California Code of Regulations, Title 8, Construction and Safety Orders. Project grading and excavations will be observed by a geotechnical engineer, engineering geologist, or other qualified representative, to verify compliance with recommendations of the geotechnical report. The geotechnical investigation will be completed in accordance with: (1) CDMG Special Publication 117, <i>Guidelines for Evaluating and Mitigating Seismic Hazards in California</i> (CDMG 1997). (2) Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Liquefaction in California (SCEC1999).
MM GEO-4	Muni/Western will implement seismic-related recommendations contained in a site-specific geotechnical report, as discussed in MM GEO-3, to minimize seismically induced damage to the pipeline.
MM GEO-5	A water flow shut-off mechanism will be installed by Muni/Western at the Plunge Pool Pipeline Intake Structure to terminate flow immediately following a large earthquake in the vicinity of the site.
MM GEO-6	Muni/Western will complete emergency repairs to the pipeline and/or related facilities, in the event of seismically induced damage. MM GEO-1 and MMGEO-2 will be applied to reduce erosion related impacts associated with soil disturbance during emergency repairs.
MM GEO-7	Muni/Western will implement a groundwater level monitoring program using data from Index Wells (see Figure 3.4-5). This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and identify changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit high groundwater conditions in the vicinity of Devil Canyon, Lytle Creek, Mill Creek, and areas in the forebay and intermediate area of the SBBA.

MM GEO-8	Muni/Western will implement a groundwater level monitoring program using data from Index Wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit potential for subsidence in the Pressure Zone area of the SBBA.
MM GW-1	Using available reliable data, Muni/Western will, on an annual basis, evaluate impacts of the Project on TDS and nitrate concentrations in the SBBA. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to reduce significant TDS and nitrate impacts.
MM SW-2	An energy dissipation structure, a device to slow fast moving flows so as to prevent erosion, will be placed at the terminus of the pipeline delivering water to Lytle Basins channel to ensure that water from the Project does not scour or erode the channel.
MM PS-12	Per the requirements of the Seven Oaks Accord, to avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, Muni/Western will spread sufficient water to maintain static groundwater levels at the affected index wells. To implement this mitigation measure, Muni/Western will use a groundwater monitoring program based on information derived from the index wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate the share of change attributable to the Project. Remedial action will be implemented prior to an actual 10-foot reduction being reached, to avoid the significant impact.

**Table 2: Cumulative Mitigation Measures**

<p>MM Cumulative BIO-1</p>	<p>The San Bernardino General Plan continues a number of policies in the Natural Resources Element designed to require review of biological impacts for each development project in coordination with the development and enforcement of Habitat Conservation Plans, and development of monitoring programs. The Riverside County General Plan Draft Program EIR identifies policies from the Multipurpose Open Space Element of the County of Riverside General Plan as well as additional measures to reduce impacts to biological resources associated with growth. Policies are designed to require review of biological impacts for each development project, avoidance of habitat fragmentation, and use of constructed wetlands to treat water before it enters the natural stream system. Residual impacts: despite General Plan policies, significant unavoidable cumulative biological impacts would still occur in San Bernardino and Riverside Counties.</p>
<p>MM Cumulative CR-1</p>	<p>Individual review of each of the related projects under CEQA would likely result in the identification of any significant cultural resource impacts and provide mitigation to reduce or avoid impacts. It is not certain that all significant cumulative impacts could be successfully mitigated, given the potentially large amount of ground disturbance involved with the Project and related projects. Residual impacts: potential cumulative impacts on cultural resources would remain significant.</p>
<p>MM Cumulative CR-2</p>	<p>The Natural Resources Element of the San Bernardino County General Plan contains a number of policies to mitigate impacts to cultural resources. Generally, these policies require cultural resource field surveys with all project submittals; the preparation of cultural resource overlays for all existing Planning Areas not covered by an overlay map; preliminary cultural resource reviews by the Archaeological Information Center; the cataloging of artifacts discovered as a result of a cultural resource investigation; and notification of the Native American Heritage Commission if projects require the excavation of Native American archaeological sites. The Multipurpose Open Space Element of the Riverside County General Plan also contains relevant policies that would mitigate impacts to cultural resources. The Riverside County General Plan Draft Program EIR identifies additional mitigation measures including compliance with State Health and Safety Code Section 7050.5 that requires disturbance of an area to cease where human remains have been encountered until the Riverside County Coroner has made a determination of the origin and disposition; avoidance of</p>

	<p>cultural resources where possible, where avoidance of cultural resources is not possible, the planting of deterrent plant species such as prickly pear cactus shall be completed to minimize public availability to the site; and additional measures if avoidance and/or preservation of cultural resources is not possible, such as having a participant-observer present from the appropriate Indian Band or Tribe during archaeological testing or excavation of a project site.</p> <p>Residual impacts: significant cumulative impacts to cultural resources could still occur given the potentially large amount of ground disturbance related to growth and development.</p>
MM Cumulative HAZ-1	<p>The San Bernardino County General Plan includes policies to reduce impacts related to hazardous materials. Specifically, the Hazardous Waste/Materials section of the Man-made Hazards Element includes policies HW-1 through HW-26. In general, these measures establish an effective and expeditious permitting process for siting hazardous waste facilities that includes extensive public participation; ensures the protection of public health and safety when siting needed hazardous waste facilities; develops uniform set of criteria for the siting of hazardous waste facilities in the County, including a requirement that facilitates the siting only in areas with a zoning overlay of Specified Hazardous Waste Facility; and ensures coordination among agencies and County departments in the review of all hazardous waste applications within the County.</p>
MM Cumulative SW-1	<p>The San Bernardino General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. However, with regard to water resources in San Bernardino County, significant unavoidable impacts would still occur.</p> <p>The Riverside County General Plan addresses localized flooding risks in the Safety Element of the proposed Riverside County General Plan. Additionally, the proposed Riverside County General Plan Draft Program EIR contains measures to further mitigate flooding impacts including use of FEMA documents to minimize flood hazards, prohibition by the County of the alteration of floodways and channelization where possible, and the requirement that the 10-year flood flows be contained within the tops of curbs and the 100-year flood flows within the street rights-of-way. These policies would mitigate impacts related to surface water in Riverside County.</p> <p>Residual impacts: significant cumulative impacts to surface water resources related to water demand and generation of urban contaminants could still occur in San Bernardino County.</p>

MM Cumulative GW-1

The San Bernardino County General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County.

The Riverside County General Plan contains a number of policies in the multipurpose Open Space Element and Land Use Element designed to avoid overdraft and groundwater contamination.

Residual impacts: significant unavoidable cumulative groundwater impacts would still occur in San Bernardino County.