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FILED - West District
San Bernardino County Clerk

APR 18 2001

By Lucy King
Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION**
10

11 CHINO BASIN MUNICIPAL WATER DISTRICT,)

12 Plaintiff,)

13 v.)

14 THE CITY OF CHINO,)

15 Defendants.)
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CASE NO. RCV 51010

Judge: Honorable J. MICHAEL GUNN

**SUPPLEMENTAL
MEMORANDUM IN SUPPORT OF
MARCH 23, 2001 MOTION**

Date: April 19, 2001

Time: 2:00

Dept: R8

20 **I.**

21 **DESALTER NEGOTIATIONS**

22 Agreement on a Term Sheet has now been achieved and a copy is attached here as Exhibit
23 "A." In the coming weeks all of the parties will take this term sheet to their respective boards, city
24 councils or clients and will recommend approval. As a part of its approval, the Western Municipal
25 Water District ("Western") will also unconditionally approve the Peace Agreement.

26 In order to effectuate the intent of the Term Sheet, the parties request the Court to set a court
27 date no earlier than October 1, 2001, so that the parties can collectively request that the Court issue
28 an Order declaring that performance of the Term Sheet and any agreements executed in furtherance

1 thereof shall fully discharge and satisfy all obligations, responsibilities, and liabilities of the Inland
2 Empire Utilities Agency ("IEUA") and Western under Article VII of the Peace Agreement with the
3 exception of those provisions of Article VII regarding "future desalters" in accordance with section
4 7(b)(ii) of the Term Sheet.

5 II.

6 RULES AND REGULATIONS

7 On March 8, 2001, the parties held a workshop for the Special Referee and her assistants in
8 order to explain the substance of the revised Rules and Regulations. A copy of the transcript from
9 this workshop is attached here as Exhibit "B." Based upon this workshop, the Referee issued a
10 Report on Workshop and Comments Regarding Watermaster's Revised Rules and Regulations dated
11 March 19, 2001.

12 Because the completion of the desalter negotiations was seen as the most urgent priority, the
13 parties have not yet had the opportunity to analyze and discuss the Referee's comments. However,
14 Watermaster General Counsel knows of nothing that would prevent the parties from satisfactorily
15 responding to her comments and suggestions.

16 Therefore, Watermaster requests the Court to approve the Rules and Regulations as submitted
17 to the Court on March 23, 2001, and to schedule another hearing no sooner than July 12, 2001 so
18 that Watermaster may submit and report upon any revisions to the Rules and Regulations that are
19 required in order to satisfactorily respond to the Referee's comments. This will enable the parties to
20 meet to discuss the Referee's comments and to submit any needed revisions to the Watermaster
21 Advisory Committee and Board for approval, and yet will allow the Watermaster processes described
22 in the Rules and Regulations to move forward without additional delay.

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III.
CONCLUSION

Consistent with Watermaster's previous Motion to this Court filed on March 23, 2001,
Watermaster requests the Court to:

- (1) Schedule a hearing no sooner than October 1, 2001 to take action relative to the desalter term sheet as described above;
- (2) Approve the revised Rules and Regulations in the form previously submitted to the Court and schedule another hearing on or about July 12, 2001 to receive revisions to the Rules and Regulations that satisfactorily respond to the Referee's comments;
- (3) Approve the Post-Order Memorandum as previously submitted by Watermaster on behalf of the parties;
- (4) Approve the intervention of Loving Savior of the Hills Lutheran Church as previously submitted to the Court by Watermaster; and
- (5) Receive and file Watermaster's 23rd Annual Report.

DATED: 4/15/04

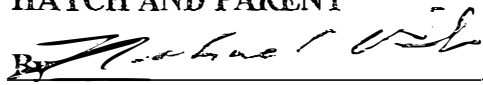
HATCH AND PARENT

SCOTT S. SLATER
MICHAEL T. FIFE
Attorneys for Chino Basin Watermaster

EXHIBIT A

PROPOSED TERM SHEET

1. **The Parties.** The Parties to this Term Sheet include the Western Municipal Water District (WMWD), Inland Empire Utilities Agency (IEUA) and the Orange County Water District (OCWD) (collectively “the Sellers”) and the Cities of Chino, Chino Hills, Norco and Ontario, the Jurupa Community Services District (JCSA), Santa Ana River Water Company (collectively “the Purchasers”) and the State of California.

2. **Statement of General Covenants.** WMWD, IEUA and OCWD, through Project Committees No. 9 and No. 14 (“PC Nos. 9 and 14” as they are defined in their authorizing agreements) of the Santa Ana Watershed Project Authority (“SAWPA”), plan to design, finance and construct the Integrated Chino - Arlington Desalters System (“ICADS”). WMWD, IEUA and OCWD, through PC No. 14 plan to design, finance and construct the Chino I Expansion and the Chino II Desalter only after consultation with the Joint Enterprise Group (JEG). WMWD and OCWD, through PC No. 9 will plan, design, finance and construct improvements to the Arlington Desalter that are designed to maximize the quantity of desalted water that can be produced from the facility within the limits of the grant funding and financing available for such improvements. The Chino I Desalter, the Chino I Expansion, the Chino II Desalter and the Arlington Desalter will all be included in the ICADS Project. ICADS will result in the physical integration of the operation of the three desalters as provided in this Term Sheet. Desalted water from the Arlington Desalter, if available, will be offered first to the Home Gardens County Water District, the City of Norco and the State for use on lands south of the Santa Ana River in an annual amount not to exceed 1200 acre-feet per year as provided below, and then to the JEG under the terms of a long-term water supply contract that allows, but does not require, the JEG to purchase the water. Thereafter, water that is not sold to JEG will be made available to the State for use north or south of the Santa Ana River (River) as the next priority, and then to OCWD, the Purchasers, the State and other entities. In general conformity with the terms set forth below, the Parties to this Term Sheet will undertake the following commitments with regard to the ICADS Project.

(a) The Sellers will:

- (i) through PC No. 14 consult with JEG, and as directed by JEG, design, finance and construct Chino I Expansion and the Chino II Desalters, as such facilities are described in this Term Sheet, and in furtherance of the Chino Basin Optimum Basin Management Program (OBMP) and the Peace Agreement. PC No. 14 shall defer to the express direction of JEG provided that JEG assumes full legal and financial responsibility for the direction it provides to PC No. 14 as provided within this Term Sheet; and

- (ii) through PC No. 9, contract to sell water from the Arlington Desalter in the following order of priority: (1) to the Home Gardens County Water District, the City of Norco and the State for use on its lands south of the Santa Ana River (River) in an amount not to exceed 1,200 acre-feet; (3) to JEG; (4) to the State for use on lands north or South of the Santa Ana River; (5) to OCWD and (6) to the Purchasers and the State and (7) to other entities.
- (b) The Purchasers will:
- (i) through JEG, execute with Sellers a lease to purchase agreement for the Chino I, Chino I Expansion and the Chino II Desalters and assume the debt service. The lease/purchase amount shall be generally equivalent to the debt service of these facilities. In exchange for each Purchaser's assumption of their pro-rata costs of debt service and their agreement to pay the costs of producing the desalted water, including operations and maintenance expenses, each Purchaser shall have the right to use the desalted water generated by the facilities. A Purchaser may assume this responsibility under a purchase contract, as a participating member of JEG or both;
 - (ii) exercise good faith and best efforts to provide direction to PC No. 14, regarding design, finance, planning and construction of the Chino I Expansion and the Chino II Desalters;
 - (iii) operate and maintain the Chino I, Chino I Expansion and the Chino II desalter facilities and operate and maintain production from the Chino I Expansion and the Chino II Desalters at or above the minimum quantities specified in the Peace Agreement (14 mgd);
 - (iv) have the right to exercise an option to receive desalted water from the Arlington Desalter that is surplus to the needs of the Home Gardens County Water District, the City of Norco and the State for use on lands south of the River in a quantity not to exceed 1200 acre-feet per year under a water supply contract with a higher priority than OCWD;
 - (v) have the right to purchase desalted water under a second and independent option to purchase surplus to the needs of the State for use on lands north of the River and OCWD; and
 - (vi) form a JEG that is comprised of some or all of the Purchasers (and in the sole discretion of the Purchasers, include members other than the

Purchasers) with a sufficient constituency to assume the debt service for the Chino I, Chino II Expansion and the Chino II Desalters, and the JEG shall hold the rights to the desalted water made available by Chino I, the Chino I Expansion and the Chino II Desalters and desalted water made available under contract with the Arlington Desalter. The JEG shall allocate its water inter-se. The Purchasers will exercise best efforts to form the JEG as soon as practicable.

- (vii) within 30 (thirty) days from the date of execution, nominate a designee to serve as the point of communication between the Purchasers and the other parties to this Agreement.

3. **Description of Facilities.** The facilities that are integral to the production and delivery of desalted water are commonly known as the ICADS Project Alternative 10A and are generally described and depicted in Exhibit "A" attached hereto. The parties to the Term Sheet shall exercise good faith and mutual best efforts to promptly and efficiently agree upon changes or substitutions to Alternative 10A that do not compromise the integrity of the project by (a) reducing production quantities below those set forth in Alternative 10A, or (b) unreasonably increasing the price of the desalter water, unless no Purchaser objects to the increase in price, and (c) the Purchasers assume the full legal and financial responsibility associated with any changes or substitutions that are directed by the Purchasers under this Term Sheet.

4. **Design, Finance and Construction.** The design, finance and construction of the desalter facilities shall be the primary responsibility of the Sellers as provided herein.

- (a) Chino I Expansion and Chino II Desalter. WMWD, IEUA and OCWD, through PC No. 14, shall consult with and receive direction from JEG. Through JEG, Purchasers will assume responsibility for directing PC No. 14 in all aspects of design, operations, maintenance, management and control of Chino I, Chino I Expansion and Chino II Desalters
 - (1) Any direction provided by JEG to PC No. 14 regarding finance, design, planning, and construction of these Desalters shall control so long as JEG assumes full legal and financial consequences associated with the direction it provides to PC No. 14 under this Term Sheet.
 - (2) PC No. 14 shall contract with JEG for contract management of design and construction.
 - (3) The Purchasers and Sellers shall exercise best efforts to prudently and efficiently limit the costs of construction to ensure that the facilities actually constructed are funded to the maximum extent possible

through the grant funds made available by Proposition 13. PC No. 14 shall continue to manage the debt on the Desalters, including the Metropolitan Water District ("MWD") incentives to exercise best efforts to obtain a continuation of the incentives for the benefit of the Purchasers and the State. The Sellers will refinance the debt on Chino I to address the current revenue deficits in a manner to provide for the lowest possible per unit cost of water.

- (b) Arlington Desalter. WMWD and OCWD, through PC No. 9, shall finance and construct the improvements to the Arlington Desalter. The Arlington Desalter will be physically integrated with the Chino Desalters.
- (c) Allocation of Funds. A grant of \$56 million to be made available by Proposition 13 for ICADS and that has been earmarked by SAWPA for such purpose, will be allocated for both the Arlington Desalter improvements and the Chino Desalters as follows, if actually required to complete construction of Alternative 10A:
 - (i) 77 percent of the actual project costs for the Chino I Expansion and Chino II Desalter facilities and related improvements shall be paid from Proposition 13 grant funds but in an amount not to exceed \$48 million.
 - (ii) 75 percent of the actual project costs for the Arlington Desalter and related improvements, shall be paid from Proposition 13 grant funds but in an amount not to exceed \$8 million.
- (d) Additional Grant Funds. Additional grant funds of up to \$2 million shall be made available and committed to the purpose of completing the Arlington bridge crossing and upgrades to Alternative 10A to enhance the quantity of desalted water produced by the Arlington Desalter. This funding shall be repaid from the following sources:
 - (i) Any of the Proposition 13 grant funds allocated to the ICADS Project that are not necessary because actual ICADS project costs are less than projected.
 - (ii) Other SAWPA projects receiving Proposition 13 grants funds to the extent Proposition 13 grant funds are not necessary because the actual costs of the other SAWPA projects are less than projected.
 - (iii) Other projects of WMWD, IEUA, or OCWD that have or will receive

Proposition 13 grant funds, to the extent additional funding is secured for such projects from sources other than Proposition 13.

- (iv) A pro-rata reduction from other total Proposition 13 funding that was previously designated for IEUA, WMWD and OCWD.

5. **Operations Maintenance and Liability.** Responsibility for the operations, maintenance and liability of the desalter facilities shall be assigned as follows.

- (a) Chino I, Chino I Expansion and Chino II Desalters. Through JEG, Purchasers are responsible for all aspects of design, operations, maintenance, management and control of Chino I, Chino I Expansion and Chino II Desalters, including water sales, legal liability and other matters (except as provided below in Section 7(c)) associated with these desalter facilities; irrespective of whether such liability arises out of the design, construction, operation, maintenance or control of such desalter facilities.
- (b) Arlington Desalter. WMWD and OCWD through PC No. 9 are responsible for all aspects of design, operations, maintenance, management and control of the Arlington Desalter, including water sales, legal liability and other matters (except as provided below in Section 7(c)) associated with the Arlington desalter facilities, irrespective of whether such liability arises out of the design, construction, operation, maintenance or control of such desalter facilities. The desalted water shall be sold to JEG and the State at a price no greater than the actual cost of service for the Arlington Desalter as provided in Section 6.
- (c) Third-Party Claims.
 - (i) The Purchasers and Sellers shall jointly secure and maintain an insurance policy against claims that may be submitted by persons other than the Purchasers and Sellers (third parties) arising out of the groundwater production for the Chino I and the Chino I Expansion. The Purchasers shall secure and maintain an insurance policy against third-party claims arising out of the groundwater production from the Chino II Desalter. Personal injury, workers compensation or negligence actions unrelated to groundwater production from the Chino I, Chino I Expansion and the Chino II desalter facilities shall not be considered to be a third-party claim. The costs of the insurance for the Chino I and the Chino I Expansion shall be divided equally between the Sellers and the Purchasers and shall be maintained until formal legal title to such facilities is transferred from

Sellers to JEG. The costs of insurance for the Chino II Desalter shall be the sole responsibility of the Purchasers.

- (ii) PC No. 14 shall warrant that it has or will settle all known claims arising from the design, construction and operation of the Chino I Desalter, or assume full legal responsibility for such claims, prior to the transfer of operation and maintenance responsibility to JEG under the lease/purchase agreement.
- (iii) In the event that third-party claims, as defined herein, are filed arising out of activities related to the production of groundwater for the desalter operations and there is insufficient insurance, the parties to the Term Sheet shall have the same responsibilities and liabilities that may, or may not have under general law. This Term Sheet shall not be construed or relied upon by any party in asserting the respective liability of another party to this Term Sheet relative to any future third-party claims.
- (iv) The existing contractual rights and obligations of the parties under existing contracts regarding the inter-se allocation of liability for third-party claims and insurance, whatever they may be, are not waived or altered.

6. Water Supply

- (a) Desalted Water Made Available by the Chino I, Chino I Expansion and Chino II Desalters. The desalted water shall be made available to the Purchasers from the Chino I, Chino I Expansion and Chino II Desalters and shall be allocated among the Purchasers as generally described in Alternative 10A and the State.
 - (i) If the Santa Ana River Water Company cannot receive its full entitlement to desalted water as contemplated by Alternative 10A, then JCSD and Ontario, through JEG, shall abate their respective use to ensure that Santa Ana River Water Company can receive its full entitlement from JEG. However, JCSD and Ontario shall only have this obligation if Santa Ana River Water Company's demand is at a "steady rate."
 - (ii) The price of all desalted water among the members of the JEG shall be all inclusive. There shall be no separate or additional costs for wheeling or transportation, with the price per acre-foot being

established at each agency's designated point of delivery.

- (iii) The cost for the Chino I, Chino I Expansion and the Chino II Desalters shall be melded upon formation of the JEG so that the per unit cost of desalted water to each Purchaser's designated point of delivery shall be the same.
 - (iv) First priority for the sale of desalted water shall be to the Purchasers through JEG for their own municipal, industrial and domestic use. Second priority for the sale of water surplus to the needs of the Purchasers through JEG set forth above, shall be the State and then to other entities in the complete discretion of JEG. The Purchaser's are prohibited from re-marketing the desalted water for use by others until the State has been offered and declined the use of the surplus water.
 - (v) The quality of desalted water at the point of delivery for each Purchaser and the State from JEG shall be at least as good as the quality specified in Alternative 10A (25 ppm nitrates and 350 ppm total dissolved solids) unless the Purchasers otherwise agree.
- (b) Desalted Water Made Available From Arlington to JEG. WMWD and OCWD will offer to sell the desalted water from Arlington surplus to the needs of Home Gardens, the City of Norco, and the State for use on lands south of the River in an amount not to exceed 1200 acre-feet per year in lieu of that portion of the deliveries to the City of Norco that would be necessary to serve the same purpose, to JEG. In addition, if there is still surplus water, WMWD and OCWD will offer the surplus to the State for use on lands north of the river and then to OCWD and then to JEG. The desalted water from Arlington made available to JEG shall be allocated among the Purchasers as provided in this Term Sheet. The desalted water shall be sold at a price equal to the cost of service for the Arlington desalter, no greater than the price of desalted water provided to the City of Norco subject to any incremental adjustment associated with the transportation of the desalted water.
- (i) The City of Norco shall exercise best efforts to take all of its deliveries of desalted water from the Arlington Desalter. Subject to its exercise of best efforts to rely upon the Arlington Desalter to meet its demands, Norco shall retain its contractual rights to 1,000 acre-feet of water from Chino I to satisfy the City's remaining needs up to 620 gpm maximum.
 - (ii) The price of the desalted water sold to JEG and the State from the

Arlington Desalter shall not exceed the price of water sold by PC No. 9 to the City of Norco from the Arlington Desalter plus any reasonable incremental adjustments to account for variables such as delivery costs, if any.

- (c) **Sale of Desalted Water From the Arlington Desalter to Other Entities.**
Any desalted water produced by the Arlington Desalter, surplus to the water sold to Home Gardens County Water District, the City of Norco, the State for use on lands south of the River in an amount not greater than 1200 acre-feet per year in lieu of deliveries to the City of Norco for the same purpose and the JEG, may be sold to the State for use on lands north or south of the River, to OCWD, and then again offered to the JEG and finally to other entities.

7. **Actions Upon Execution of the Term Sheet.**

- (a) **WMWD Rescission of Conditional Resolution.** Upon the execution of this Term Sheet by all the Parties hereto, WMWD will rescind its prior Resolution expressing conditional approval of the Peace Agreement and replace it with a Resolution that indicates its unqualified support of the Peace Agreement, consistent with and as implemented by this Term Sheet and the agreements to be executed pursuant hereto.
- (b) **Joint Submittal re Satisfaction of Obligations, Responsibilities, and Liabilities under Section VII of the Peace Agreement.**
- (i) If Sellers perform the terms of this Term Sheet and any agreements executed in furtherance hereof, then the parties to this Term Sheet expressly acknowledge and agree that such performance by Sellers shall discharge and satisfy the obligations, responsibilities, and liabilities of Sellers under Article VII of the Peace Agreement, with the exception of those provisions of Article VII regarding "Future Desalters," as defined in the Peace Agreement. Sellers' performance, and the discharge and satisfaction of Sellers' obligations, responsibilities, and liabilities as provided in this section, shall be deemed complete and binding even if full performance by Sellers is made impossible by an action of the parties to this Term Sheet or any third party.
- (ii) To effectuate this section, the Parties agree to submit a joint notification to the Court that they intend that the construction and operation of the Chino I Expansion and the Chino II Desalters described in Exhibit A satisfies WMWD's and IEUA's obligation

under the Peace Agreement to design and construct desalters with a cumulative minimum capacity of 14 mgd. The parties to this Term Sheet shall collectively request that the court exercising continuing jurisdiction in the Chino Basin Judgment issue an order in its case No. 51010, declaring that performance of this Term Sheet and any agreements executed in furtherance hereof, shall fully discharge and satisfy all obligations, responsibilities, and liabilities of the IEUA and WMWD under the Peace Agreement under Article VII of that Agreement, with the exception of those provisions of Article VII regarding "Future Desalters."

- (iii) Upon execution of final agreements for desalted water consistent with this Term Sheet, the Parties will jointly notify the Court of completion and request a further finding that the construction and operation of the desalter facilities described in Exhibit A, as provided in the contracts between the Parties, satisfies all the obligations, responsibilities, and liabilities of all the Purchasers acting through JEG under the Peace Agreement set forth in Article VII of the Peace Agreement regarding the purchase, use and delivery of desalted water other than those obligations, responsibilities and liabilities related to "Future Desalters". In addition, all other obligations of Purchasers acting through JEG under the Peace Agreement, including but not limited to the requirement that desalters be operated in a manner that will not cause material physical injury, shall be unaffected.
- (c) Good Faith and Best Efforts. The Parties mutually covenant to exercise reasonable best efforts and shall proceed in accordance with the covenant of good faith and fair dealing. They shall proceed to translate this Term Sheet into a contract that reduces all material terms to writing within ninety (90) days from the date of execution of this Term Sheet. OCWD, WMWD, and IEUA shall exercise best efforts in securing SAWPA's adoption of a Resolution supporting this Term Sheet and an allocation of funds as provided herein.
- (d) Warranty. IEUA, WMWD and OCWD warrant that they have the legal authority, as individual public agencies, members of SAWPA and its Project Committees No. 14 and No. 9, to incur all of their obligations under this Term Sheet, and they agree that they will use such legal authority and additional best efforts to perform those obligations.

8. State of California.

- (a) As of the date of execution of this Term Sheet, the State as a priority purchaser of desalted water under the Peace Agreement has not identified any specific quantity of desalted water that it can commit to purchase at this time.

- (b) The State may exercise some or all of the following options for water: (1) take service from the City of Chino under any terms that are mutually agreeable to the State and the City of Chino; (2) take service from the City of Chino on the same terms and conditions generally applicable to customers within its service territory; and (3) take service from the City of Chino, through water supplied from the ICADS Project, subject to the following special conditions applicable to service under this Section 8(b)(3)(i-viii) that:
 - (i) The amount of desalted water for such service is no more than 100 acre-feet per year, plus any additional amount that is surplus to the then available quantity within the capacity of the Chino I, Chino I Expansion and Chino II desalter facilities;
 - (ii) The surplus amount is not already sold to other Purchasers;
 - (iii) All other Purchasers of desalted water from ICADS through JEG then having prior contractual commitments to buy such water, will abate their production on a pro rata basis for the initial 100 acre-feet of desalted water in order to accommodate this new State service demand. However, no abatement will be necessary for the sale of surplus desalted water, because it will not then be subject to any obligation by JEG to sell it to others;
 - (iv) The State will pay any and all additional capital and operation and maintenance costs necessary to connect to and receive service from the ICADS Project;
 - (v) The State will reimburse other purchasers for the proportionate share of capital costs attributable to the amount of the State's ICADS desalted water, including debt service, previously paid by the Purchasers for construction and preservation of the ICADS production capacity with which to provide such service to the State;
 - (vi) The State pays the same price for such water as other purchasers from the JEG of ICADS desalted water from the Chino I, Chino I Expansion or Chino II ICADS desalter facilities; and

- (vii) The service will be limited to institutional or agricultural uses of the State itself.
 - (viii) The State's right to surplus desalted water from the Chino I, Chino I Expansion and the Chino II ICADS desalter facilities shall have priority to the Purchaser's rights to remarket desalted water for use by others.
- (c) The State may elect between either of the following two options to serve the State on its lands south of the river with additional water: (1) as a customer of the City of Norco or (2) from the Arlington Desalter through PC No. 9.
- (i) Water service provided by the City of Norco to the State shall be on terms and conditions generally applicable to customers within its service territory or under any terms that are mutually agreeable to the State and the City of Norco.
 - (ii) If after the exercise of good faith efforts the State is unable to reach an agreement with the City of Norco on terms and conditions mutually agreeable to obtain sufficient water to meet its needs, the State may elect to purchase desalted water for use on land south of the River from PC No. 9, before JEG and before OCWD subject to the following terms and conditions:
 - (1) The State must provide notice of its decision in writing and transmit its request to PC No. 9 and the City of Norco within 6 (six) months from the Date of Execution. The State's right to make this election shall expire if not exercised within 6 (six) months from the Date of Execution. This means, that the State's right or priority to desalted water in an amount up to 1,200 acre feet from the Arlington Desalter, for use on lands south of the River, wherever such a right or priority is referenced in this Term Sheet, will expire if not exercised, within six months following the Date of Execution.
 - (2) The State's use of water from the Arlington Desalter shall be expressly limited to its lands and facilities south of the River.

- (3) The State may request and receive up to 1,200 acre-foot per year from the Arlington Desalter, provided that it agrees to purchase the quantity requested under a long-term "take or pay" - "steady rate" arrangement.
 - (4) The State's priority to the 1,200 acre-feet per year of desalted water from the Arlington Desalter shall be equal to the priorities held by the City of Norco and Home Gardens County Water District and the deliveries to the State for the CRC shall be in lieu of that portion of the deliveries of desalted water designated for the City of Norco to serve the same purpose.
 - (5) The price of the desalted water shall be equal to the per acre-foot price charged to the City of Norco by PC No. 9 plus any differential cost.
 - (6) The State shall pay any and all additional capital, operation and maintenance costs necessary to connect and receive service from the Arlington Desalter.
- (d) The State shall have the option to purchase desalted water from PC No. 9 for use on lands north and south of the River if there is water surplus to the needs of Home Garden County Water District, the City of Norco, the State for use on lands south of the River in a quantity not to exceed 1200 acre-feet per year and JEG.
- (e) Nothing herein shall be construed as placing any limitation on the State's rights:
- (i) To request reimbursement from the Chino Basin Watermaster for the reasonable costs to be incurred in the design, construction and operation of future facilities that further the implementation of the OBMP as provided in Article X of the Watermaster Rules and Regulations or in the Peace Agreement;
 - (ii) To contend that desalter operations have or will cause material physical injury to the State or the Basin;
 - (iii) To pursue any legal remedy under the law to redress compensable injury to the State arising out of the desalter operations.

- (iv) To exercise its rights under the Peace Agreement and the Rules and Regulations other than to the extent the parties to the Peace Agreement have discharged their respective obligations under this Term Sheet and the findings that are made pursuant to Section 7b above.

9. **No Waiver of Judgment Rights.** Nothing herein shall waive any rights of the parties arising under the Judgment entered in Chino Basin Municipal Water District v. City of Chino.

10. **Terms Not Exhaustive.** The Parties mutually agree that the preceding terms represent essential terms to be incorporated into a final lease agreement for the Chino Desalters and the final agreements for the purchase and sale of desalted water. However, these terms are not intended to be exhaustive. They do, however, represent a meeting of the minds as to the matters expressly referenced.

11. **Condition Precedent to Performance.** As an express condition precedent to the effectiveness of the final agreements, the Commission of the Santa Ana Watershed Project Authority (SAWPA) must endorse this Term Sheet by the adoption of a resolution pursuant to which SAWPA agrees to (a) delegate all executive authority to Project Committees No. 14 and No. 9 to carry out the provisions of Project Agreements 14 and 9 and the implementation of these projects under the Term Sheet, and (b) to complete in good faith all processes necessary to allocate Proposition 13 bond proceeds in accordance with the provisions of this Term Sheet. However, Section 7(a) through 7(d) of this Term Sheet shall be binding and of full force and effect on all Parties to the Term Sheet on the Date of Execution.

12. **Term Sheet Effective Upon Full Execution.** This Term Sheet shall not be effective until executed by all of the Parties to the Term Sheet and the endorsement by SAWPA as provided in Section 9.

13. **Date of Execution.** The Date of Execution of this Term Sheet shall be the day upon which the last of the Parties to the Term Sheet executes the Term Sheet.

CITY OF ONTARIO

DATED: _____

**SANTA ANA RIVER WATER
COMPANY**

DATED: _____

STATE OF CALIFORNIA

DATED: _____

CITY OF CHINO

DATED: _____

WESTERN MUNICIPAL WATER

DATED: _____

**INLAND EMPIRE UTILITIES
AGENCY**

DATED: _____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF CHINO HILLS

DATED: _____

**ORANGE COUNTY WATER
DISTRICT**

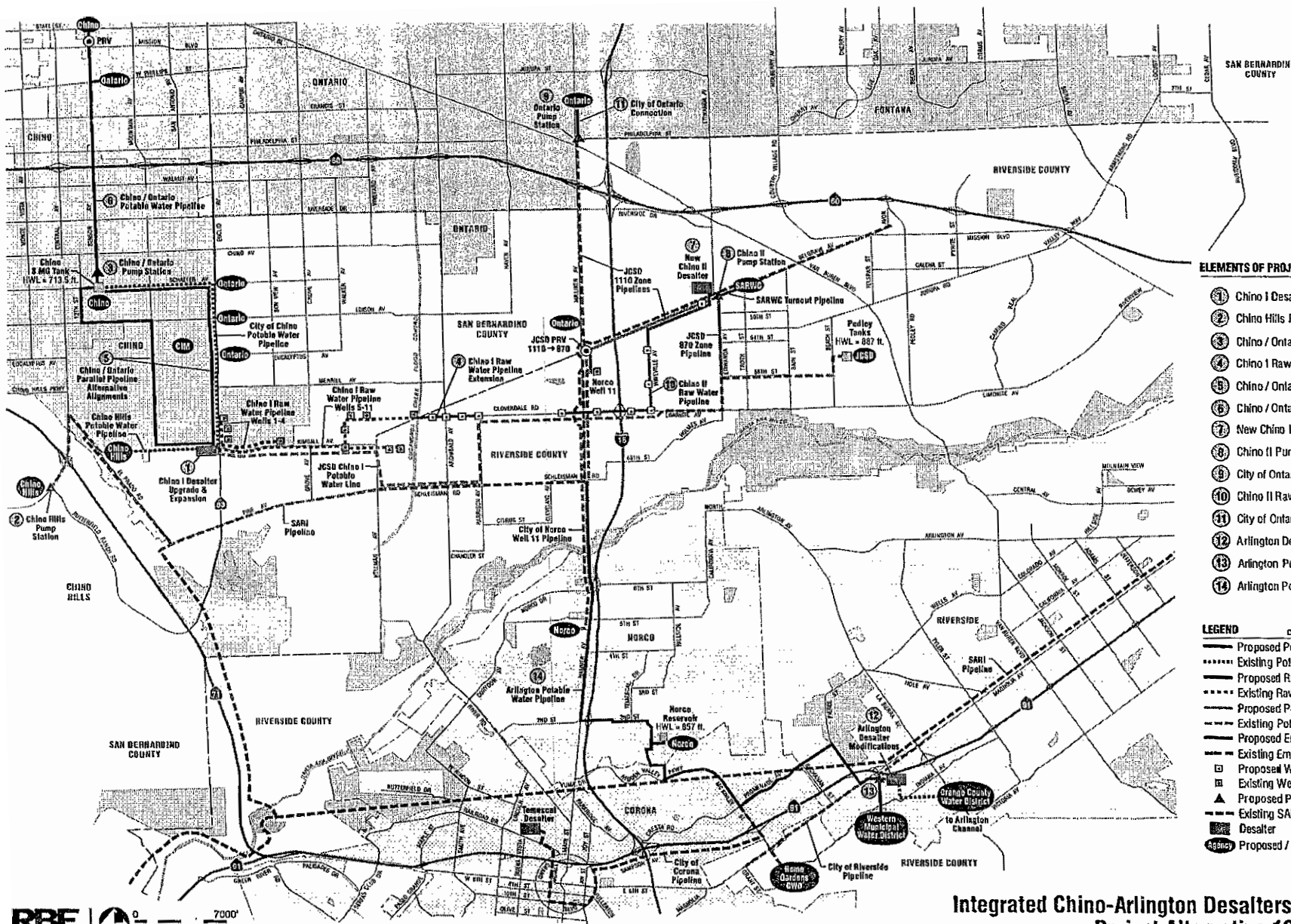
DATED: _____

JURUPA COMMUNITY SERVICES

DATED: _____

CITY OF NORCO

DATED: _____



ELEMENTS OF PROJECTS

- ① Chino I Desalter Upgrade & Expansion
- ② Chino Hills Pump Station
- ③ Chino / Ontario Pump Station
- ④ Chino I Raw Water Pipeline Extension
- ⑤ Chino / Ontario Parallel Pipeline
- ⑥ Chino / Ontario Potable Water Pipeline
- ⑦ New Chino II Desalter
- ⑧ Chino II Pump Station
- ⑨ City of Ontario Pump Station
- ⑩ Chino II Raw Supply Line
- ⑪ City of Ontario Connection
- ⑫ Arlington Desalter Modifications
- ⑬ Arlington Pump Station Modifications
- ⑭ Arlington Potable Water Pipeline

LEGEND	DESCRIPTION	OWNER
	Proposed Potable Water Pipeline	(SAWPA)
	Existing Potable Water Pipeline	(SAWPA)
	Proposed Raw Water Pipeline	(SAWPA)
	Existing Raw Water Pipeline	(SAWPA)
	Proposed Potable Water Pipeline	(Other)
	Existing Potable Water Pipeline	(Other)
	Proposed Emergency Supply	(SAWPA)
	Existing Emergency Supply	(Other)
	Proposed Well	
	Existing Well	
	Proposed Pump Station/ Modifications	
	Existing SARI Pipeline	
	Desalter	
	Agency Proposed / Future Turnouts	



**Integrated Chino-Arlington Desalters System (ICADS)
Project Alternative 10A Facilities Map**

EXHIBIT A-2

**INTEGRATED CHINO-ARLINGTON DESALTERS SYSTEM (ICADS)
PROJECT ALTERNATIVE 10A FACILITIES**

I.D. No.	Facility Description
I	CHINO I DESALTER FACILITIES
1	VOC Treatment Facilities
2	VOC Treatment [note 1]
3	Treatment Plant Expansion Modifications
4	Ion Exchange Facilities
5	Clearwell Pump Station Upgrade
6	Pump Stations
7	Chino/Ontario Pump Station
8	City of Chino Hills Pump Station
9	Pipelines/Turnouts
10	Chino I Raw Water Pipeline Extension
11	Chino/Ontario Parallel Pipeline
12	Chino/Ontario Potable Water Pipeline
13	Brine Disposal Line
14	Supply Wells for Treatment Plant Expansion
15	Well Construction and Equipment
II	CHINO II DESALTER FACILITIES
1	Treatment Plant
2	RO & Ion Exchange Facilities
3	Clearwell
4	Pump Stations
5	Jurupa Pump Station
6	Ontario Pump Station
7	Pipelines/Turnouts
8	Chino II Raw Water Pipeline
9	City of Ontario Connection
10	SARWC Turnout Pipeline
11	Brine Disposal Line
12	Supply Wells
13	Well Construction and Equipment
III	ARLINGTON DESALTER FACILITIES
1	Treatment Plant Modifications
2	Treatment Facility Modifications
3	Disinfection System
4	Pump Station
5	Clearwell
6	Other Facilities
7	Arlington Potable Water Pipeline
8	Brine Disposal Line

Note 1: VOC Treatment Facilities costs not included in ICADS project.

EXHIBIT A-3

INTEGRATED CHINO-ARLINGTON DESALTERS SYSTEM (ICADS)
PROJECT ALTERNATIVE 10A
WATER DELIVERIES FROM CHINO I EXPANSION AND CHINO II
(ACRE-FEET PER YEAR)

<u>PURCHASERS</u>	<u>DELIVERIES (AFY)</u>
City of Chino	5,000
City of Chino Hills	4,200
Jurupa Community Services District	8,200
City of Norco	1,000
City of Ontario	5,000
Santa Ana River Water Company(1)	1,200
Other	400
Total	25,000

(1) Deliveries from Chino I Expansion and/or Chino II

EXHIBIT B

ORIGINAL

BEFORE THE CHINO BASIN WATERMASTER

BOARD OF DIRECTORS

--oOo--

In Re)
)
OPTIMUM BASIN MANAGEMENT PROGRAM)
)
Special Referee Workshop, Rules)
and Regulations.)
_____)

REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS

DATE AND TIME: THURSDAY, MARCH 8, 2001
10:15 A.M.

PLACE: LAW OFFICES OF
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OUR JOB NO.: WK-24371

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CHINO BASIN WATERMASTER
Case No. RCV 51010
Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

FILED - West District
San Bernardino County Clerk

APR 18 2001

I declare that:

By Swan King
Der

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 8632 Archibald Avenue, Suite 109, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On April 18, 2001, I served the documents identified below

For Hearing on April 19, 2001 at 2:00 p.m. Department 8.

- Supplemental Memorandum In Support Of March 23, 2001 Motion

by placing a true copy of same in sealed envelopes for delivery by United States Postal Service mail at Rancho Cucamonga, California, to each of the addresses shown on the attached service lists:

- Attorney Service List
- Mailing List A

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Rancho Cucamonga, California, on April 18, 2001.

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