

FISES EXEMPT

FILED-Rancho Cucamonga District
SAN BERNARDINO COUNTY
SUPERIOR COURT

AUG 04 2003

By Dana H. Wolford Deputy

1 Scott S. Slater (State Bar No. 117317)
2 Michael T. Fife (State Bar No. 203025)
3 HATCH & PARENT, A LAW CORPORATION
4 21 East Carrillo Street
5 Santa Barbara, CA 93101
6 Telephone No. (805) 963-7000
7 Facsimile No. (805) 965-4333

8 Attorneys For
9 CHINO BASIN WATERMASTER

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION

12 CHINO BASIN MUNICIPAL WATER
13 DISTRICT,

14 Plaintiff,

15 vs.

16 CITY OF CHINO, et al.,

17 Defendants.

Case No. RCV 51010

[Assigned for All Purposes to the Hon. J. Michael Gunn]

NOTICE OF MOTION FOR APPROVAL
OF SEVENTH AMENDMENT TO
CYCLIC STORAGE AGREEMENT

Hearing Date: September 4, 2003
Hearing Time: 1:30 a.m.
Dept: R8

18 PLEASE TAKE NOTICE that a hearing to approve the Seventh Amendment to the
19 Cyclic Storage Agreement will be held on Thursday, September 4, 2003, at 1:30 p.m., or as soon
20 thereafter as the matter may be heard, before the Honorable J. Michael Gunn, Department 8.
21 Approval of the Seventh Amendment to the Cyclic Storage Agreement will be requested based
22 upon this Notice, the accompanying Points and Authorities, and the attached Declaration of
23 Michael T. Fife.

24 HATCH & PARENT, A LAW CORPORATION

25 Date: July 31, 2003

26 By Michael T. Fife

27 Scott S. Slater
28 Michael T. Fife
Attorneys for
CHINO BASIN WATERMASTER

HATCH & PARENT, A LAW CORPORATION
21 East Carrillo Street
Santa Barbara, CA 93101

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Michael T. Fife (State Bar No. 203025)
2 HATCH & PARENT, A LAW CORPORATION
21 East Carrillo Street
3 Santa Barbara, CA 93101
Telephone No. (805) 963-7000
4 Facsimile No. (805) 965-4333

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9 FOR THE COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION

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DISTRICT,

12 Plaintiff,

13 vs.

14 CITY OF CHINO, et al.,

15 Defendants.

Case No. RCV 51010

[Assigned for All Purposes to the Hon. J. Michael
Gunn]

POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR
APPROVAL OF THE SEVENTH
AMENDMENT TO THE CYCLIC
STORAGE AGREEMENT

Hearing Date: September 4, 2003
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20 On December 4, 1978 the Chino Basin Watermaster, Chino Basin Municipal Water
21 District (now known as Inland Empire Utilities Agency ("IEUA")), and the Metropolitan Water
22 District of Southern California ("Metropolitan") executed a Cyclic Storage Agreement creating a
23 Cyclic Storage Account in the Chino Basin. This Cyclic Storage Agreement was filed with the
24 Court on December 13, 1978, and was approved by the Court on January 5, 1979. A true and
25 correct copy of the Order approving the Agreement, as well as a copy of the original Agreement
26 and the pleading which transmitted it to the Court are all attached here as Exhibit "A."

27 Since the approval of the Agreement, it has been amended six times. The most recent
28 amendment was made as of January 1, 1998. The sole effect of the Sixth Amendment was to

1 extend the term of the Agreement until December 31, 1998. Watermaster's records do not
2 indicate that any of Amendments One through Six were ever submitted to the Court for approval.
3 Rather, notice was provided to the Court through Watermaster's Annual Report. However, given
4 the time difference between the expiration of the Sixth Amendment and the execution of the
5 Seventh Amendment, Watermaster believes it is appropriate to receive approval from the Court
6 of the Seventh Amendment. True and correct copies of Amendments 1 through 6 are attached
7 here at Exhibit "B."

8 The Cyclic Storage Agreement was executed soon after the Judgment was created, and
9 has been in use since the time of creation. It offers valuable flexibility for Watermaster in
10 fulfilling Watermaster's duty to procure replenishment water for the Basin because it provides
11 the opportunity for Metropolitan to pre-deliver replenishment water.

12 The primary change made to the Cyclic Storage Agreement in the Seventh Amendment is
13 to extend the term of the Agreement until December 31, 2007. If a further Amendment is not
14 executed at that time, then Watermaster agrees to purchase any water remaining in the account.

15 The other change made to the Agreement by the Seventh Amendment is to give
16 Watermaster an additional means of control over the account. The Seventh Amendment
17 specifies that no additional water may be placed into the account without Watermaster's
18 approval. This change will allow the utilization of this account when appropriate, but also
19 expresses the intention that when the water currently existing in the account has been removed,
20 the account will likely be dissolved.

21 A true and correct copy of the Seventh Amendment to the Cyclic Storage Agreement is
22 attached here as Exhibit "C."

23 The Seventh Amendment came before the Agricultural Pool, the Non-Agricultural Pool
24 and the Appropriative Pool on May 17, 2003 and was approved unanimously by all three pools.
25 The Seventh Amendment came before the Advisory Committee and the Board on May 29, 2003
26 and was also approved unanimously. A copy of the Staff Report from the May 29, 2003
27 meetings is attached here as Exhibit "D."

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As indicated in the Declaration of Michael T. Fife which is attached here as Exhibit "E,"
Watermaster knows of no objections by any party to the current motion.

Based on all of the foregoing, Watermaster respectfully requests the Court to provide
approval under Paragraph 31 of the Judgment of the Seventh Amendment to the Cyclic Storage
Agreement.

Date: July 31, 2003

HATCH & PARENT, A LAW CORPORATION

By: 

Scott S. Slater
Michael T. Fife
Attorneys for
CHINO BASIN WATERMASTER

HATCH & PARENT, A LAW CORPORATION
21 East Carrillo Street
Santa Barbara, CA 93101

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EXHIBIT A

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DONALD D. STARK
A Professional Corporation
Suite 201 Airport Plaza
2061 Business Center Drive
Irvine, California 92715
Telephone: (714) 752-8971

CLAYSON, ROTHROCK & MANN
601 South Main Street
Corona, California 91720
Telephone: (714) 737-1910

Attorneys for Plaintiff

ORIGINAL FILED

DEC 13 1978

V. DENNIS WARDLE
COUNTY CLERK

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

CHINO BASIN MUNICIPAL WATER DISTRICT,)	
	)	NO. 164327
)	
Plaintiff,	)	NOTICE OF HEARING TO APPROVE:
	)	FIRST ANNUAL REPORT, 1977/78
v.	)	PRODUCTION SUMMARY AND ORDERS
	)	APPROVING FORM OF LOCAL
CITY OF CHINO, et al.	)	STORAGE AGREEMENT, CHINO BASIN
	)	CYCLIC STORAGE AGREEMENT,
Defendants.	)	CLARIFICATION OF PARAGRAPH 28
	)	TO THE JUDGMENT, INTERVENTIONS
	)	AND ASSIGNMENTS OF RIGHTS
)	

PLEASE TAKE NOTICE that a hearing to approve the First Annual Report of the Chino Basin 1977/78 Watermaster, Summary of Reported 1977/78 Groundwater Extractions and Orders approving form of Uniform Local Storage Agreement, Chino Basin Cyclic Storage Agreement, clarification of Paragraph 28 to the Judgment, Interventions and Assignments of Rights, will be held on Friday, January 5, 1979, at 1:30 P.M., or as soon thereafter as the matter may be heard, before the Honorable Don A. Turner, Department 2 of the Superior Court at

DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

1 DONALD D. STARK
 2 A Professional Corporation
 3 Suite 201 Airport Plaza
 4 2061 Business Center Drive
 5 Irvine, California 92715
 6 Telephone: (714) 752-8971
 7
 8 CLAYSON, ROTHROCK & MANN
 9 601 South Main Street
 10 Corona, California 91720
 11 Telephone: (714) 737-1910
 12
 13 Attorneys for Plaintiff

FILED
 JAN 5 1979
 M. ...
 W. BETTINS WARDELE
 COUNTY CLERK
 BY DEPUTY *Mary Haskew*

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

12 CHINO BASIN MUNICIPAL-WATER)	
13 DISTRICT,)	
)	
14 Plaintiff,	)	No. 164327
)	
15 v.	)	ORDER APPROVING THE UNIFORM
	)	LOCAL STORAGE AGREEMENT;
16 CITY OF CHINO, et al.	)	AMPLIFYING AND CLARIFYING
	)	PROCEDURES UNDER PARAGRAPH 28
17 Defendants.	)	OF THE JUDGMENT; APPROVING A
	)	CYCLIC STORAGE AGREEMENT

DONALD D. STARK
 A PROFESSIONAL CORPORATION
 S. 201
 2061 BUSINESS CENTER DRIVE
 IRVINE, CALIFORNIA 92715
 (714) 752-8971

20 Good cause appearing therefore, IT IS HEREBY ORDERED that:
 21 1. The standard form of Local Storage Agreement, as submitted
 22 to this Court, is hereby approved as the uniform agreement to be
 23 used without further Court approval in connection with the local
 24 storage of groundwater by the parties to the Judgment.
 25 2. That each groundwater storage agreement for cyclic and/or
 26 conjunctive use must be approved individually by order of this
 27 Court before it shall become effective.
 28 3. That the Cyclic Storage Agreement executed December 4,

1 1978 by Chino Basin Municipal Water District, the Metropolitan
2 Water District of Southern California, and the Chino Basin Water-
3 master is hereby approved.

4 DATED: January 5, 1979.

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6 DON A TURNER
7 Judge of the Superior Court
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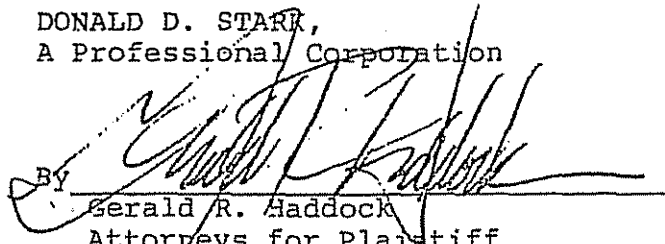
DONALD D. STARK
A PROFESSIONAL CORPORATION
201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

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351 North Arrowhead Avenue, San Bernardino, California.

DATED: December 13th, 1978.

DONALD D. STARR,
A Professional Corporation

By 

Gerald R. Haddock
Attorneys for Plaintiff
CHINO BASIN MUNICIPAL WATER DISTRICT

DONALD D. STARR
A PROFESSIONAL CORPORATION
SU 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

DONALD D. STARK
A PROFESSIONAL CORPORATION
SU. 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8871

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971

4 CLAYSON, ROTHROCK & MANN
5 601 South Main Street
Corona, California 91720
6 Telephone: (714) 737-1910
7 Attorneys for Plaintiff

ORIGINAL FILED

DEC 13 1978

V. DENNIS WARDLE
COUNTY CLERK

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

11
12 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
13)
14 Plaintiff,)
15)
16 v.)
17 CITY OF CHINO, et al.)
18)
19 Defendants.)
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No. 164327

REQUEST FOR ANNUAL WATERMASTER
HEARING

19 Chino Basin Municipal Water District, as WATERMASTER herein,
20 respectfully requests the Court to set a hearing for review and
21 approval of its First Annual Report and other matters as follows:

- 22 1. First Annual Report of the Chino Basin Watermaster
23 1977/78. Filed herewith is a copy of the First Annual Report
24 of the Chino Basin Watermaster 1977/78. Upon review and
25 approval by the Court, Watermaster proposes to provide printed
26 copies of said report to all parties and interested public
27 agencies and press representatives in compliance with the
28 Court's oral request for maximum communication as to

DONALD D. STARK
A PROFESSIONAL CORPORATION
SUI OI
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-9971

1 Watermaster operations.

2 2. Summary of Reported 1977/78 Groundwater Extractions.
3 Separately filed herewith is the thirty (30) page Summary of
4 Reported 1977/78 Groundwater Extractions for Chino Basin.
5 Copies are on file with Watermaster. This document is filed
6 with the Court to satisfy requirements of the State of Cali-
7 fornia Division of Water Rights. It is proposed that this
8 document shall be made available to any interested parties
9 upon written request to Watermaster.

10 3. Storage Agreements. Pursuant to the Judgment entered
11 herein, Watermaster is authorized to enter into groundwater
12 storage agreements to fully utilize the storage capacity of
13 Chino Basin. The Judgment requires such groundwater storage
14 agreements to be approved by this Court. Filed herewith is a
15 copy of each of the following groundwater storage agreements
16 to be approved by order of this Court:

17 (a) A standard form of Chino Basin Local Storage
18 Agreement;

19 (b) The Chino Basin Cyclic Storage Agreement by and
20 between Chino Basin Municipal Water District, The
21 Metropolitan Water District of Southern California, and
22 Chino Basin Watermaster;

23 (c) Conjunctive Use Agreements are under considera-
24 tion at this time. It is believed, however, that due to
25 the complexities of conjunctive use that this type of
26 groundwater storage agreement will, in each case, be
27 presented to the Court for approval.

28 4. It is also proposed that the attached order be

DONALD D. STARK
A PROFESSIONAL CORPORATION
201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

1 adopted by this Court to clarify and amplify Paragraph 28 of
2 the Judgment as it relates to groundwater storage agreements,
3 i.e., that upon approval by the Court the standard form of
4 Chino Basin Local Storage Agreement may be entered into by and
5 between Watermaster and parties to the Judgment without further
6 Court approval; that for both cyclic and conjunctive use
7 agreements approval by the Court shall be required for each
8 particular agreement.

9 5. Intervention and Assignment of Appropriative Rights.
10 Stipulations executed by the intervening parties and plaintiff
11 have been filed herewith for Order of this Court approving
12 such intervention. Also filed herewith is an Assignment of
13 Rights filed herewith, whereby Mira Loma Water Co. has assigned
14 all its right and interest in and to Jurupa Community Service
15 District its appropriative rights.

16 DATED: December 13th, 1978.

17 DONALD D. STARK,
18 A Professional Corporation

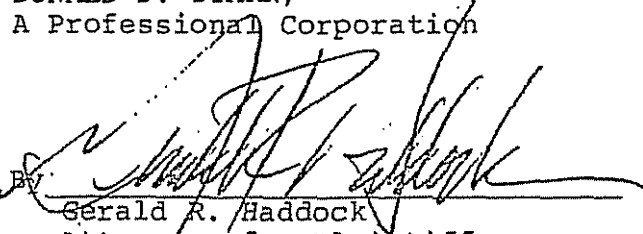
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20 
21 Gerald R. Haddock
22 Attorneys for Plaintiff
23 CHINO BASIN MUNICIPAL WATER DISTRICT
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TABLE OF EXHIBITS

- 1
- 2 A. Local Storage Agreement
- 3 B. Cyclic Storage Agreement
- 4 C. Petitions for Intervention
- 5 D. Assignment and Transfer of Appropriative Water Rights
- 6 E. First Annual Report of the Chino Basin Watermaster 1977/78
- 7 F. Summary of Reported 1977-78 Groundwater Extractions
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DONALD D. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2081 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

CHINO BASIN
CYCLIC STORAGE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of November, 1978, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan," a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

A. Pursuant to the final Judgment in the Chino Basin Case, water rights have been adjudicated in Chino Basin, and the Court has appointed the Chino Basin Municipal Water District as Watermaster to administer and enforce the Judgment pursuant to the Court's continuing jurisdiction.

B. The Judgment defines and declares the existence of groundwater storage capacity in Chino Basin, establishes priorities for use of such storage capacity, and authorizes

the Watermaster to enter into storage agreements for the regulation and administration of the use of such storage capacity.

C. Metropolitan provides imported supplemental water for sale to its member agencies throughout the Coastal Plain of Southern California. Metropolitan has two major sources of water, to wit, (1) rights to water from the Colorado River, and (2) rights to water from the State Project. Metropolitan is empowered to enter into agreements to utilize groundwater storage capacity on a cyclic basis for the storage and regulation of its imported water supplies, to provide operational flexibility to Metropolitan for the benefit of all of its member public agencies.

D. It is the purpose of this Agreement to provide for and define cyclic storage rights for Metropolitan in Chino Basin, and to set forth the procedures and criteria for protection, administration, and coordination of said cyclic storage rights.

E. At times, Metropolitan may have quantities of State Project water available for cyclic storage in Chino

Basin, while on other occasions Metropolitan may have no replenishment water to deliver for spreading in the Chino Basin. Furthermore, Watermaster's projected need for replenishment water is subject to significant change annually, depending on demands in excess of operating safe yield, while Metropolitan's annual State project water delivery schedule cannot normally be modified without incurring adverse financial consequences.

F. The Watermaster and San Bernardino County Flood Control District have entered into an agreement whereby said District will undertake the responsibilities associated with the actual spreading operations in Chino Basin.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) "Chino Basin"--The underground water basin as defined in the final Judgment entered in the Chino Basin Case.

(b) "Chino Basin Case"--CBMWD v. City of Chino, et al., San Bernardino Superior Court No. 164327.

(c) "Conjunctive Use Water"--Imported water caused to be stored in the Chino Basin by nonparties to the Judgment who may thereafter extract said stored water minus losses to meet water service requirements.

(d) "Court"--The State Court having continuing jurisdiction over the Chino Basin Case.

(e) "Cyclic Water"--Imported water caused to be spread and stored for Metropolitan in Chino Basin to meet future replenishment requirements pursuant to this Agreement as determined by the parties hereto.

(f) "Imported Water"--Shall mean water obtained by Metropolitan from facilities of the California State Water Project.

(g) "Judgment"--The final Judgment entered in the Chino Basin Case.

(h) "Spreading"--The acts of transporting to and placement of water in the water percolation basins of Chino Basin as authorized herein.

(i) "Spreading Agency"--The San Bernardino County Flood Control District.

(j) "State Project"--The State Water Resources Development System, as defined in the Burns-Porter Act. (Water Code 12930, et seq.)

(k) "Storage Right"--The right to store imported water in Chino Basin as defined and set forth in Paragraph 1 of this Agreement.

(l) "Watermaster"--Chino Basin Municipal Water District, acting as Watermaster in the Chino Basin Case.

COVENANTS

1. Storage Right. Metropolitan is hereby granted by Watermaster the right to store water from the State Project in the Chino Basin for utilization in accordance with the provisions of this Agreement. Metropolitan is authorized to store in the Chino Basin up to 100,000 acre-feet of such water at any one time. Said right constitutes

a firm commitment of storage capacity in Chino Basin. Storage rights granted under this Agreement shall have equivalent spreading priority with storage rights granted to other parties under other Chino Basin cyclic storage agreements.

2. Watermaster Control of Storage Procedure. Water from the State Project may be placed in storage pursuant to Watermaster's right to cause water to be spread in the spreading grounds of San Bernardino County Flood Control District and Chino Basin Water Conservation District. All requests to store water in the Chino Basin shall be subject to the approval of the Watermaster. To the extent that Metropolitan desires to deliver water for spreading, it shall request a spreading schedule from Watermaster. Upon Watermaster's approval of Metropolitan's request for a spreading schedule, Watermaster shall provide an appropriate spreading schedule to Metropolitan in writing. Thereafter, Watermaster will cause such water to be spread in the basin in accordance with confirmed spreading schedule. Metropolitan reserves the right to suspend delivery of water or reduce the delivery rate for cyclic storage pursuant to said spreading schedules if it determines it necessary to meet its other water service obligations. Watermaster reserves the right

to order the cessation or reduction in delivery rate of water being spread for cyclic storage if, in its judgment, it determines that: a) continuance of spreading of Cyclic Water or the delivery rate thereof would be in violation of any of the conditions or restrictions in Watermaster's spreading agreement referred to in paragraph F of this Agreement; or b) quantities of water being spread are causing or have caused significant adverse water quality or water spreading problems in the Basin.

3. Delivery Facilities. The use and construction of service connections and of facilities for temporary service connections shall be handled by separate agreement between the appropriate parties. The point of delivery of the service connections shall be the point of discharge from Metropolitan's control valves into the conveyance channel or works owned and controlled by other entities.

4. Procedures and Accounting for Water in Storage. Watermaster shall maintain a continuing account of Metropolitan's Cyclic Water. For that purpose, Metropolitan shall, on or before the 15th of each month following that month in which any water is placed in storage, provide Watermaster with a

notice of the actual amount of water it has delivered pursuant to this Agreement on a report form prescribed by Watermaster.

5. Loss of Stored Water. Any loss of Cyclic Water stored in Metropolitan's account under this Agreement shall be deducted from that account pursuant to the following rules:

(a) Evaporation and transpiration losses which may occur during spreading operations shall not be charged to Metropolitan as they are the type of losses normally incurred in the delivery of replenishment water.

(b) Watermaster shall determine other losses of water stored in Chino Basin and assign them on the basis that Metropolitan's Cyclic Water floats on top of native groundwater and water stored by Parties to the Judgment. The amount of losses assigned to Metropolitan shall be limited to the extent that they are caused by Metropolitan's cyclic water being in storage in Chino Basin. Such loss determination shall take into account the following:

i) Any increase in loss of natural water from Chino Basin which would have replenished said basin had water not been stored for nonparties to the Judgment; and

ii) Any increase in loss of groundwater supplies wasting from the Chino Basin which would not have been lost if water had not been in storage in Chino Basin for nonparties to the Judgment.

Any losses chargeable to Metropolitan under the provisions of subparagraphs i) or ii) above shall be based on criteria developed and agreed to jointly by Watermaster and Metropolitan and supported by specific findings.

6. Utilization of Cyclic Water. Except as provided in Article 11 of this Agreement, the ultimate disposition of Metropolitan's Cyclic Water shall be a sale to Chino to satisfy replenishment water requirements established by Watermaster. Upon Chino's request to Metropolitan for replenishment water, Metropolitan, in its discretion, may

furnish either cyclic water stored for its account in the basin or surface water that may be available in Metropolitan's distribution system for groundwater replenishment pursuant to Metropolitan's Administrative Code, Chapters 312 and 322. Watermaster may review Metropolitan's decision of which water to utilize and may meet and confer with Metropolitan in regard to any of Watermaster's concerns related to said decision. Cyclic Water shall be sold at the Metropolitan rate for such replenishment water prevailing at the time of the sale. This Agreement shall not obligate Metropolitan to deliver water for replenishment purposes other than as provided for in its Administrative Code, or to take any action that is inconsistent with the Metropolitan Water District Act.

7. Charges and Credits. There shall be no charge, rent, assessment, or expense assessed against Metropolitan for storing Cyclic Water in the Chino Basin. No charge shall be levied against any party hereto by any of the other

said parties for the use of physical facilities including service connections, flood control channels, spreading basins or hydrologic services utilized in connection with the exercise of the storage rights granted herein.

8. Reports and Inspection.

(a) Reports to Watermaster. Metropolitan shall file with Watermaster such reports as are reasonably required by Watermaster to provide full information as to storage and transfers of Cyclic Water hereunder.

(b) Watermaster Annual Report. In Watermaster's annual report to the Court in the Chino Basin Case, Watermaster shall set forth in detail the amounts of Metropolitan's Cyclic Water, additions to storage during the preceding year, and losses and transfers of such water.

9. Term.

(a) The term of this Agreement shall commence on the day, month, and year established pursuant to

Article 10 of this Agreement and shall terminate five years thereafter unless terminated or extended as hereinafter provided. Except as provided herein, termination of the Agreement shall affect termination of the right to place water in storage but shall not impair Metropolitan's ownership or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement. The rights herein granted shall not be terminated on less than 90 days written notice, except as provided in paragraph 9(c) of this Agreement.

(b) The rights herein granted to Metropolitan may be reduced or terminated by subsequent order of the Court to the extent it is shown that a substantial portion of the capacities hereby set aside and reserved for Metropolitan are and have remained unused for an unreasonable period or are otherwise operated contrary to the requirements of Section 2 of Article 10 of the California Constitution, but that reduction or termination shall not impair Metropolitan's ownership of or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement.

(c) Metropolitan may request amendment of this Agreement, or require its termination upon 60 days written notice, if the conditions specified in its Administrative Code, Chapters 312 and 322, relating to uniform conditions of water service and water sales to all of Metropolitan's member public agencies, are amended in a manner which requires amendment of this Agreement to provide uniform conditions of water service and water sales to all its member public agencies. In the event Metropolitan elects to terminate this Agreement for the reasons authorized in this paragraph, Chino shall at the request of Watermaster purchase all water, or any part thereof, then stored pursuant to this Agreement in Metropolitan's Cyclic Water account; provided, however, that Metropolitan may schedule the sale within one year of Chino's purchase request to Metropolitan, to the extent necessary to avoid impairment of Metropolitan's ability to meet its water service responsibilities as specified in its Administrative Code, Chapters 312 and 322. Metropolitan shall sell the water upon Chino's request pursuant to this section, and the charge for such replenishment water shall be at the rate prevailing at the time of Chino's request to purchase.

(d) Upon the mutual agreement of the parties hereto, this Agreement may be extended for additional terms, not to exceed five years each, provided, Watermaster shall report its intention to consider an extension of this Agreement in minutes of its meetings at least 90 days prior to any such extension.

10. Effective Date of Agreement. This Agreement shall become effective only upon approval by the Court and upon compliance with the California Environmental Quality Act. Chino shall advise the parties hereto by written notice of the date on which both conditions are met, and that date shall become the effective date of this Agreement.

11. Transfer of Cyclic Water to Conjunctive Use. Upon mutual agreement of the parties hereto, and the execution of an appropriate agreement for conjunctive use water as defined in definition (c) of this Agreement, water stored pursuant to this Agreement may be transferred to a conjunctive use program. The conjunctive use agreement shall also provide for payment of spreading costs plus interest incurred by Watermaster as defined in the future by the parties thereto.

12. Indemnification.

Except as provided in this section, Watermaster shall indemnify and defend Metropolitan and hold it harmless from liability for property damage or personal injury arising from water that Metropolitan delivers for storage under this Agreement. Watermaster shall also indemnify and defend Metropolitan and hold it harmless from any claims arising from the storage of water under this Agreement or from the recapture or delivery of such water, or from any claims arising from damage or injury caused by any negligent performance by Watermaster. Metropolitan shall indemnify and defend Watermaster and any of its officers, agents, or employees, and shall hold them harmless from any claims arising from:

(a) Metropolitan's control, carriage, handling, use, disposal, or distribution of water before Metropolitan delivers such water for storage under this Agreement; (b) damage or injury caused as a result of Metropolitan's delivery flows in excess of those requested by Watermaster in its written spreading schedules; or (c) damage or injury caused by any negligent performance by Metropolitan.

13. Notices. Any notices may be given by mail and postage prepaid addressed as follows:

The Metropolitan Water District
of Southern California
Post Office Box 54153
Terminal Annex
Los Angeles, California 90054

Chino Basin Municipal Water District
Post Office Box 697
Cucamonga, California 91730

Chino Basin Watermaster
Post Office Box 697
Cucamonga, California 91730

14. Judicial Review. The operations of this Agreement shall be subject to review and enforcement by the Court on timely motion by any party to this Agreement pursuant to Article 31 of the Judgment, to the extent that the Court permits Metropolitan to participate in those review proceedings on the same basis as if it were a party to the Judgment. This section shall not impair any other legal remedy that either party may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

Ernest L. K...
Secretary

By Carl R. ...
President

APPROVED AS TO FORM
AND EXECUTION:

Paul D. ...
Attorney for Watermaster

(SEAL)

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Karen E. ...
Executive Secretary

By ...
General Manager

APPROVED AS TO FORM:

Vida S. ...
for General Counsel

(SEAL)

DATED: DEC 4 1978

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

Ernest L. Keckler
Secretary

BY *Carl B. Munnich*
President

APPROVED AS TO FORM
AND EXECUTION:

Eugene A. Noyak
Attorney for District

(SEAL)

Left Blank
Intentionally

SIXTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of Jan. 1 1998, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency, a municipal water district (hereinafter "Inland") and the Chino Basin Watermaster (hereinafter "Watermaster"). Chino Basin Municipal Water District was renamed Inland Empire Utilities Agency, a municipal water district, as of July 1, 1998, and is referred to as "Inland" in this Amendment.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement, (hereinafter, "Agreement), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to December 31, 1997;

WHEREAS, water stored under the Agreement is used to meet Inland's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement to December 31, 1998.
2. This Amendment shall be effective as of January 1, 1998, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

ATTEST:

THE INLAND EMPIRE UTILITIES AGENCY

Tony Collier
Secretary

By: Anne Ruscio

APPROVED AS TO FORM:

(SEAL)

[Signature]
Attorney for Inland Empire Utilities Agency

ATTEST:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
Executive Secretary

By: [Signature]
Deputy General Manager

APPROVED AS TO FORM:
Gregory Taylor
General Counsel

[Signature]
General Counsel

(SEAL)

ATTEST:

THE CHINO BASIN WATERMASTER

[Signature]
Secretary

By: [Signature]

APPROVED AS TO FORM AND EXECUTION:

(SEAL)

[Signature]
Attorney for Watermaster

(O:\OPSEXC\CONTRADMAGREEMTS\CHINO\CHINO-CY2.DOC)

FIFTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1997, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement, (hereinafter, "Agreement), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1997;

WHEREAS, water stored under the Agreement is used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

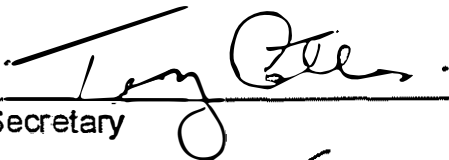
COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement to December 31, 1997.

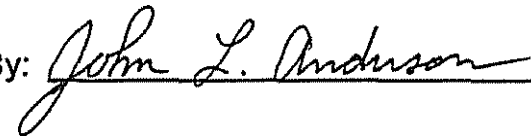
2. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

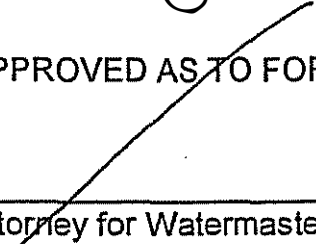
ATTEST:


Secretary

THE CHINO BASIN WATERMASTER

By: 

APPROVED AS TO FORM:



Attorney for Watermaster

ATTEST:

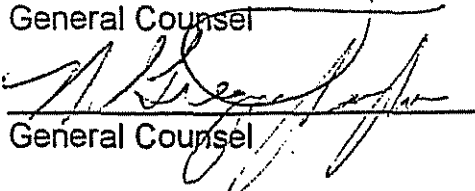
Executive Secretary

THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA



Deputy General Manager

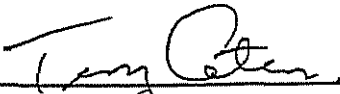
APPROVED AS TO FORM:

Gregory Taylor
General Counsel


General Counsel

(SEAL)

ATTEST:




Secretary

THE CHINO BASIN MUNICIPAL WATER
DISTRICT

By: 

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)



Attorney for District

(C:\OPSEXEC\CONTRAD\MAGREEMTS\CHNO-CY.DOC)

FOURTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1996, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1996;

WHEREAS, water stored under the Agreement is used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement an additional one year to January 5, 1997.

2. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

ATTEST:

John L. Anderson
Secretary

THE CHINO BASIN WATERMASTER

By: Bill Bell

APPROVED AS TO FORM:

Attorney for Watermaster

ATTEST:

Karen E. DeWitt
Executive Secretary

THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA

By: Walter Brown
Assistant General Manager
DEPUTY

APPROVED AS TO FORM:

Gregory Taylor
General Counsel

Gregory Taylor
DEPUTY GENERAL COUNSEL

(SEAL)

Deputy/General Counsel

ATTEST:

THE CHINO BASIN MUNICIPAL WATER
DISTRICT

John L. Anderson
Secretary

By: Bill Hill

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Attorney for District

THIRD AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1994 by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1994;

WHEREAS, the second amendment, in addition to extending the term of the Agreement, added a section 2.1 to allow storage by in-lieu exchanges of imported water as well as transfer of operating safe yield from the Trust Storage account to the Cyclic Storage account;

WHEREAS, water stored under this Amendment will be used

to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, Metropolitan, at times, would like to have the option to accrue water into its Cyclic Storage Account through the use of injection wells that place water into the Chino Basin;

WHEREAS, Metropolitan's water supplies from the Colorado River are available at times for cyclic storage in Chino Basin, while on other occasions Metropolitan may have no replenishment water to deliver for replenishment of the Chino Basin;

WHEREAS, replenishment of the Chino Basin with Colorado River water is not normally considered to be preferred due to the amounts of Total Dissolved Solids contained in such water;

WHEREAS, the parties to this Amendment desire to extend the term of the Agreement in order to continue the benefits that the Agreement provides;

NOW, THEREFORE, the parties hereby enter into this

Amendment to the Agreement as follows:

COVENANTS

1. Sub-paragraphs (f), (h) and (i) of the Definitions in the Agreement are hereby amended to read:

" (f) 'Imported Water'--Shall mean water obtained by Metropolitan from facilities of the California State Water Project or Metropolitan's Colorado River Aqueduct.

" (h) 'Spreading'--The acts of transporting to and placement of water in the water percolation basins of Chino Basin as authorized herein. Spreading shall also mean the injection of Imported Water into the groundwater basin using injection wells.

" (i) 'Spreading Agency'--The San Bernardino County Flood Control District, the Chino Basin Water Conservation District, or any other agency approved by Watermaster to perform spreading activities."

2. The first sentence of Article 1 of the Agreement is hereby amended to read:

"Metropolitan is hereby granted by Watermaster the right to store water from the State Project and Colorado River in the

Chino Basin for utilization in accordance with the provisions of this Agreement."

3. The first sentence of Article 2 of the Agreement is hereby amended to read:

"Imported water may be placed in storage pursuant to Watermaster's right to cause water to be spread in the spreading grounds of Spreading Agencies."

4. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement an additional two years to January 5, 1996.

5. Article 9(d) of the Agreement is hereby amended to read:

" (d) Upon mutual agreement of the parties hereto, this Agreement may be extended for additional terms, not to exceed five years each."

6. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Annual Watermaster Report.

IN WITNESS WHEREOF, the parties hereto have caused this

Amendment to be duly executed by its authorized officers.

ATTEST:

THE CHINO BASIN MUNICIPAL WATER DISTRICT ACTING AS CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By: Bill Hill
President

APPROVED AS TO FORM:

(SEAL)

Quinn R. Smith
Attorney for Watermaster

ATTEST:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Doreen E. DeWitt
Executive Secretary

By: D. H. Ferguson
Assistant General Manager

APPROVED AS TO FORM:
Gregory Taylor
General Counsel

(SEAL)

SR. Robert H. O'Byrne
Deputy General Counsel

ATTEST:

THE CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By: Bill Hill

APPROVED AS TO FORM AND EXECUTION:

(SEAL)

Alan R. Watts
Attorney for District

SECOND AMENDMENT TO
CHINO BASIN CYCLIC STORAGE AGREEMENT

This AMENDATORY AGREEMENT is made as of January 5, 1989, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan" a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

A. The parties to this Second Amendatory Agreement entered into an agreement titled Chino Basin Cyclic Storage Agreement ("Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin. The "Agreement" was extended for a second term of five years by Amendment dated May 30, 1984 to January 5, 1989.

B. Water stored under this Second Amendatory Agreement will be used to meet Chino's groundwater

replenishment demands pursuant to specific criteria set forth in Article 6 of the "Agreement".

C. Under its terms, the "Agreement" allows Metropolitan to deliver State Project water to Chino Basin for spreading and percolation into the Basin. Such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account.

D. Metropolitan, at times, would like to have the option to accrue water into its Cyclic Storage Account indirectly by an exchange of surface deliveries of supplemental water with any party to the Judgment in the Chino Basin Case, to the extent that such party assigns an equal amount of its operating safe-yield groundwater to Metropolitan.

E. The Agreement further provides that it may be extended for additional terms, not to exceed five years each, by mutual agreement of the parties thereto.

F. The parties to this Second Amendatory Agreement desire to extend the term of the Cyclic Storage Agreement

because there should be State Project Water available for storage under the Cyclic Storage Agreement and in order to continue the benefits that the Cyclic Storage Agreement provides.

COVENANTS

1. Expansion of Storage Rights. The "Agreement" is hereby amended by the addition of the following as Article 2.1:

"Metropolitan may acquire stored water in its Chino Basin Cyclic Storage Account by assignment from its Trust Storage Account or by exchanging deliveries from Metropolitan's distribution system with a party to the Judgment for an equal amount of the party's share of operating safe-yield groundwater. The Watermaster shall credit Metropolitan's Cyclic Storage Account with that exchange water upon filing by Metropolitan or by such parties of an assignment, lease, or license pursuant to applicable Watermaster Rules and Regulations, as amended, including Rule 3.14 thereof."

2. Extension of Term. Article 9(a) is amended by extending the term of the Agreement an additional five years to January 5, 1994.

3. Remaining Provisions. Except as hereby amended, the Agreement shall remain in full force and effect.

4. Effective Date and Ratification. This Amendatory Agreement shall be effective from January 5, 1989 and Watermaster shall petition the Court for ratification of such approval as a portion of its next Annual Watermaster Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendatory Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By [Signature]
President

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Quinn R. Smith
Attorney for Watermaster

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Carl Boronkay
General Manager

Darren E. Deff
Executive Secretary

By [Signature]
Duane Georgeson
Assistant General Manager

APPROVED AS TO FORM

(SEAL)

Victor Gleason
for General Counsel

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By [Signature]

APPROVED AS TO FORM
AND EXECUTION

(SEAL)

Louis E. Jeffrey
Attorney for District

AMENDMENT TO
CHINO BASIN CYCLIC STORAGE AGREEMENT

This AMENDATORY AGREEMENT is made this 30th day of May 1984, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan" a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

- A. The parties to this Amendatory Agreement entered into an agreement titled Chino Basin Cyclic Storage Agreement ("Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State project water in the Chino Basin.

- B. Water stored under this Amendatory Agreement will be used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Cyclic Storage Agreement.

- C. Under its terms the Agreement expires on January 4, 1984, five years after its effective date of January 5, 1979. The Agreement further provides that it may be extended for additional terms, not to exceed five years each, by mutual agreement of the parties thereto.
- D. The parties to this Amendatory Agreement desire to extend the term of the Cyclic Storage Agreement because there is presently an abundance of State Project water available for storage under the Cyclic Storage Agreement and in order to continue the benefits that the Cyclic Storage Agreement provides.

COVENANTS

1. Extension of Term. Article 9(a) is amended by extending the term of the Agreement an additional five years to January 5, 1989.

2. Remaining Provisions. Except as hereby amended, the Agreement shall remain in full force and effect.

3. This Amendatory Agreement shall become effective upon the date shown hereon and Chino shall petition the Court for ratification of such approval as a portion of the Seventh Annual Watermaster Report.

IT WITNESS WHEREOF, the parties hereto have caused this Amendatory Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By John G. Gully
President

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Luise R. Smith
Attorney for Watermaster

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Doreen E. Edgett
Executive Secretary

By Carl Borwick
General Manager

APPROVED AS TO FORM:

Vicki S. Deane, Esq.
for General Counsel

(SEAL)

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By John A. Gilday
President

APPROVED AS TO FORM
AND EXECUTION.

Reginald C. Hayward
Attorney for District

(SEAL)

CHINO BASIN
CYCLIC STORAGE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of December, 1978, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan," a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

A. Pursuant to the final Judgment in the Chino Basin Case, water rights have been adjudicated in Chino Basin, and the Court has appointed the Chino Basin Municipal Water District as Watermaster to administer and enforce the Judgment pursuant to the Court's continuing jurisdiction.

B. The Judgment defines and declares the existence of groundwater storage capacity in Chino Basin, establishes priorities for use of such storage capacity, and authorizes

the Watermaster to enter into storage agreements for the regulation and administration of the use of such storage capacity.

C. Metropolitan provides imported supplemental water for sale to its member agencies throughout the Coastal Plain of Southern California. Metropolitan has two major sources of water, to wit, (1) rights to water from the Colorado River, and (2) rights to water from the State Project. Metropolitan is empowered to enter into agreements to utilize groundwater storage capacity on a cyclic basis for the storage and regulation of its imported water supplies, to provide operational flexibility to Metropolitan for the benefit of all of its member public agencies.

D. It is the purpose of this Agreement to provide for and define cyclic storage rights for Metropolitan in Chino Basin, and to set forth the procedures and criteria for protection, administration, and coordination of said cyclic storage rights.

E. At times, Metropolitan may have quantities of State Project water available for cyclic storage in Chino

Basin, while on other occasions Metropolitan may have no replenishment water to deliver for spreading in the Chino Basin. Furthermore, Watermaster's projected need for replenishment water is subject to significant change annually, depending on demands in excess of operating safe yield, while Metropolitan's annual State project water delivery schedule cannot normally be modified without incurring adverse financial consequences.

F. The Watermaster and San Bernardino County Flood Control District have entered into an agreement whereby said District will undertake the responsibilities associated with the actual spreading operations in Chino Basin.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) "Chino Basin"--The underground water basin as defined in the final Judgment entered in the Chino Basin Case.

(b) "Chino Basin Case"--CBMWD v. City of Chino, et al., San Bernardino Superior Court No. 164327.

(c) "Conjunctive Use Water"--Imported water caused to be stored in the Chino Basin by nonparties to the Judgment who may thereafter extract said stored water minus losses to meet water service requirements.

(d) "Court"--The State Court having continuing jurisdiction over the Chino Basin Case.

(e) "Cyclic Water"--Imported water caused to be spread and stored for Metropolitan in Chino Basin to meet future replenishment requirements pursuant to this Agreement as determined by the parties hereto.

(f) "Imported Water"--Shall mean water obtained by Metropolitan from facilities of the California State Water Project.

(g) "Judgment"--The final Judgment entered in the Chino Basin Case.

(h) "Spreading"--The acts of transporting to and placement of water in the water percolation basins of Chino Basin as authorized herein.

(i) "Spreading Agency"--The San Bernardino County Flood Control District.

(j) "State Project"--The State Water Resources Development System, as defined in the Burns-Porter Act. (Water Code 12930, et seq.)

(k) "Storage Right"--The right to store imported water in Chino Basin as defined and set forth in Paragraph 1 of this Agreement.

(l) "Watermaster"--Chino Basin Municipal Water District, acting as Watermaster in the Chino Basin Case.

COVENANTS

1. Storage Right. Metropolitan is hereby granted by Watermaster the right to store water from the State Project in the Chino Basin for utilization in accordance with the provisions of this Agreement. Metropolitan is authorized to store in the Chino Basin up to 100,000 acre-feet of such water at any one time. Said right constitutes

a firm commitment of storage capacity in Chino Basin. Storage rights granted under this Agreement shall have equivalent spreading priority with storage rights granted to other parties under other Chino Basin cyclic storage agreements.

2. Watermaster Control of Storage Procedure. Water from the State Project may be placed in storage pursuant to Watermaster's right to cause water to be spread in the spreading grounds of San Bernardino County Flood Control District and Chino Basin Water Conservation District. All requests to store water in the Chino Basin shall be subject to the approval of the Watermaster. To the extent that Metropolitan desires to deliver water for spreading, it shall request a spreading schedule from Watermaster. Upon Watermaster's approval of Metropolitan's request for a spreading schedule, Watermaster shall provide an appropriate spreading schedule to Metropolitan in writing. Thereafter, Watermaster will cause such water to be spread in the basin in accordance with confirmed spreading schedule. Metropolitan reserves the right to suspend delivery of water or reduce the delivery rate for cyclic storage pursuant to said spreading schedules if it determines it necessary to meet its other water service obligations. Watermaster reserves the right

to order the cessation or reduction in delivery rate of water being spread for cyclic storage if, in its judgment, it determines that: a) continuance of spreading of Cyclic Water or the delivery rate thereof would be in violation of any of the conditions or restrictions in Watermaster's spreading agreement referred to in paragraph F of this Agreement; or b) quantities of water being spread are causing or have caused significant adverse water quality or water spreading problems in the Basin.

3. Delivery Facilities. The use and construction of service connections and of facilities for temporary service connections shall be handled by separate agreement between the appropriate parties. The point of delivery of the service connections shall be the point of discharge from Metropolitan's control valves into the conveyance channel or works owned and controlled by other entities.

4. Procedures and Accounting for Water in Storage. Watermaster shall maintain a continuing account of Metropolitan's Cyclic Water. For that purpose, Metropolitan shall, on or before the 15th of each month following that month in which any water is placed in storage, provide Watermaster with a

notice of the actual amount of water it has delivered pursuant to this Agreement on a report form prescribed by Watermaster.

5. Loss of Stored Water. Any loss of Cyclic Water stored in Metropolitan's account under this Agreement shall be deducted from that account pursuant to the following rules:

(a) Evaporation and transpiration losses which may occur during spreading operations shall not be charged to Metropolitan as they are the type of losses normally incurred in the delivery of replenishment water.

(b) Watermaster shall determine other losses of water stored in Chino Basin and assign them on the basis that Metropolitan's Cyclic Water floats on top of native groundwater and water stored by Parties to the Judgment. The amount of losses assigned to Metropolitan shall be limited to the extent that they are caused by Metropolitan's cyclic water being in storage in Chino Basin. Such loss determination shall take into account the following:

i) Any increase in loss of natural water from Chino Basin which would have replenished said basin had water not been stored for nonparties to the Judgment; and

ii) Any increase in loss of groundwater supplies wasting from the Chino Basin which would not have been lost if water had not been in storage in Chino Basin for nonparties to the Judgment.

Any losses chargeable to Metropolitan under the provisions of subparagraphs i) or ii) above shall be based on criteria developed and agreed to jointly by Watermaster and Metropolitan and supported by specific findings.

6. Utilization of Cyclic Water. Except as provided in Article 11 of this Agreement, the ultimate disposition of Metropolitan's Cyclic Water shall be a sale to Chino to satisfy replenishment water requirements established by Watermaster. Upon Chino's request to Metropolitan for replenishment water, Metropolitan, in its discretion, may

furnish either cyclic water stored for its account in the basin or surface water that may be available in Metropolitan's distribution system for groundwater replenishment pursuant to Metropolitan's Administrative Code, Chapters 312 and 322. Watermaster may review Metropolitan's decision of which water to utilize and may meet and confer with Metropolitan in regard to any of Watermaster's concerns related to said decision. Cyclic Water shall be sold at the Metropolitan rate for such replenishment water prevailing at the time of the sale. This Agreement shall not obligate Metropolitan to deliver water for replenishment purposes other than as provided for in its Administrative Code, or to take any action that is inconsistent with the Metropolitan Water District Act.

7. Charges and Credits. There shall be no charge, rent, assessment, or expense assessed against Metropolitan for storing Cyclic Water in the Chino Basin. No charge shall be levied against any party hereto by any of the other

said parties for the use of physical facilities including service connections, flood control channels, spreading basins or hydrologic services utilized in connection with the exercise of the storage rights granted herein.

8. Reports and Inspection.

(a) Reports to Watermaster. Metropolitan shall file with Watermaster such reports as are reasonably required by Watermaster to provide full information as to storage and transfers of Cyclic Water hereunder.

(b) Watermaster Annual Report. In Watermaster's annual report to the Court in the Chino Basin Case, Watermaster shall set forth in detail the amounts of Metropolitan's Cyclic Water, additions to storage during the preceding year, and losses and transfers of such water.

9. Term.

(a) The term of this Agreement shall commence on the day, month, and year established pursuant to

Article 10 of this Agreement and shall terminate five years thereafter unless terminated or extended as hereinafter provided. Except as provided herein, termination of the Agreement shall affect termination of the right to place water in storage but shall not impair Metropolitan's ownership or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement. The rights herein granted shall not be terminated on less than 90 days written notice, except as provided in paragraph 9(c) of this Agreement.

(b) The rights herein granted to Metropolitan may be reduced or terminated by subsequent order of the Court to the extent it is shown that a substantial portion of the capacities hereby set aside and reserved for Metropolitan are and have remained unused for an unreasonable period or are otherwise operated contrary to the requirements of Section 2 of Article 10 of the California Constitution, but that reduction or termination shall not impair Metropolitan's ownership of or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement.

(c) Metropolitan may request amendment of this Agreement, or require its termination upon 60 days written notice, if the conditions specified in its Administrative Code, Chapters 312 and 322, relating to uniform conditions of water service and water sales to all of Metropolitan's member public agencies, are amended in a manner which requires amendment of this Agreement to provide uniform conditions of water service and water sales to all its member public agencies. In the event Metropolitan elects to terminate this Agreement for the reasons authorized in this paragraph, Chino shall at the request of Watermaster purchase all water, or any part thereof, then stored pursuant to this Agreement in Metropolitan's Cyclic Water account; provided, however, that Metropolitan may schedule the sale within one year of Chino's purchase request to Metropolitan, to the extent necessary to avoid impairment of Metropolitan's ability to meet its water service responsibilities as specified in its Administrative Code, Chapters 312 and 322. Metropolitan shall sell the water upon Chino's request pursuant to this section, and the charge for such replenishment water shall be at the rate prevailing at the time of Chino's request to purchase.

(d) Upon the mutual agreement of the parties hereto, this Agreement may be extended for additional terms, not to exceed five years each, provided, Watermaster shall report its intention to consider an extension of this Agreement in minutes of its meetings at least 90 days prior to any such extension.

10. Effective Date of Agreement. This Agreement shall become effective only upon approval by the Court and upon compliance with the California Environmental Quality Act. Chino shall advise the parties hereto by written notice of the date on which both conditions are met, and that date shall become the effective date of this Agreement.

11. Transfer of Cyclic Water to Conjunctive Use. Upon mutual agreement of the parties hereto, and the execution of an appropriate agreement for conjunctive use water as defined in definition (c) of this Agreement, water stored pursuant to this Agreement may be transferred to a conjunctive use program. The conjunctive use agreement shall also provide for payment of spreading costs plus interest incurred by Watermaster as defined in the future by the parties thereto.

12. Indemnification.

Except as provided in this section, Watermaster shall indemnify and defend Metropolitan and hold it harmless from liability for property damage or personal injury arising from water that Metropolitan delivers for storage under this Agreement. Watermaster shall also indemnify and defend Metropolitan and hold it harmless from any claims arising from the storage of water under this Agreement or from the recapture or delivery of such water, or from any claims arising from damage or injury caused by any negligent performance by Watermaster. Metropolitan shall indemnify and defend Watermaster and any of its officers, agents, or employees, and shall hold them harmless from any claims arising from:

(a) Metropolitan's control, carriage, handling, use, disposal, or distribution of water before Metropolitan delivers such water for storage under this Agreement; (b) damage or injury caused as a result of Metropolitan's delivery flows in excess of those requested by Watermaster in its written spreading schedules; or (c) damage or injury caused by any negligent performance by Metropolitan.

13. Notices. Any notices may be given by mail and postage prepaid addressed as follows:

The Metropolitan Water District
of Southern California
Post Office Box 54153
Terminal Annex
Los Angeles, California 90054

Chino Basin Municipal Water District
Post Office Box 697
Cucamonga, California 91730

Chino Basin Watermaster
Post Office Box 697
Cucamonga, California 91730

14. Judicial Review. The operations of this Agreement shall be subject to review and enforcement by the Court on timely motion by any party to this Agreement pursuant to Article 31 of the Judgment, to the extent that the Court permits Metropolitan to participate in those review proceedings on the same basis as if it were a party to the Judgment. This section shall not impair any other legal remedy that either party may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

Ernest L. K...
Secretary

By Carl B. ...
President

APPROVED AS TO FORM
AND EXECUTION:

Donald ...
Attorney for Watermaster

(SEAL)

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Karen E. ...
Executive Secretary

By ...
General Manager

APPROVED AS TO FORM:

V. ...
for General Counsel

(SEAL)

DATED: DEC 4 1978

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

Ernest L. Reschler
Secretary

BY *Carl B. Manizales*
President

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Eugene C. Nayak
Attorney for District

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EXHIBIT C

**SEVENTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT**

THIS AMENDATORY AGREEMENT (hereinafter, "Amendment") is made as of June 19, 2003, by and between The Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency (hereinafter, "IEUA") and the Chino Basin Watermaster (hereinafter, "Watermaster"). Chino Basin Municipal Water District was renamed IEUA as of July 1, 1998.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, as amended "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of water in the Chino Basin.

WHEREAS, the Agreement has been extended by previous amendments.

WHEREAS, Metropolitan has, as of May 5, 2003, 35,546 acre-feet of water stored in its Cyclic Account.

WHEREAS, the parties and Three Valleys Municipal Water District have negotiated a Groundwater Storage Program Funding Agreement and therefore wish to execute a further Amendment in order to ensure the coordinated administration of the two storage accounts.

WHEREAS, water stored under the Agreement is used to meet IEUA's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement.

WHEREAS, it is not the intent of the parties that additional water should be added to Metropolitan's Cyclic Storage account except upon further agreement with Watermaster.

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

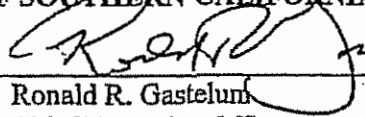
COVENANTS

1. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement from January 1, 1999 to December 31, 2007.

2. Additional water shall not be placed into the cyclic storage account except with the written consent of Watermaster, IEUA and Metropolitan.

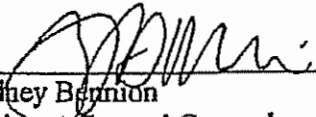
3. If the parties do not further renew this Agreement by December 31, 2007, then on that date IEUA and Watermaster will purchase any amount of water remaining in the Cyclic Storage Account at the replenishment rate at the time of the sale.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: 
Ronald R. Gastelum
Chief Executive Officer

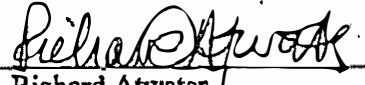
Date: _____

APPROVED AS TO FORM:
Jeffrey Kightlinger
General Counsel

By: 
Sydney Bermon
Assistant General Counsel

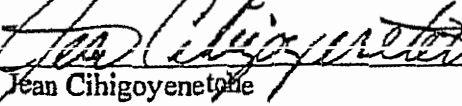
Date: 6/16/03

INLAND EMPIRE UTILITIES AGENCY

By: 
Richard Atwater
General Manager

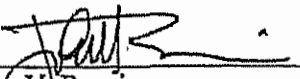
Date: JUNE 19, 2003

APPROVED AS TO FORM:

By: 
Jean Cihigoyenetche
General Counsel

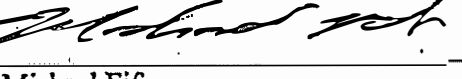
Date: 5-21-03

CHINO BASIN WATERMASTER

By: 
John V. Rossi
Chief Executive Officer

Date: 6/19/03

APPROVED AS TO FORM:

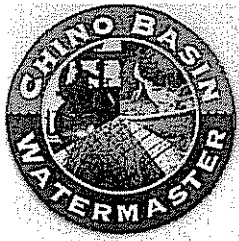
By: 
Michael Fife
General Counsel

Date: 6-5-03

KMK\mcg
o:\admin wrm\shared\contract\other agreements\groundwater storage agreements\Chino Basin Cyclic Ag-7th Amendmt 5-6-03.doc

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Intentionally

EXHIBIT D



CHINO BASIN WATERMASTER

8632 Archibald Avenue, Suite 109, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

JOHN V. ROSSI
Chief Executive Officer

STAFF REPORT

DATE: May 29, 2003
TO: Advisory Committee
Watermaster Board
SUBJECT: SEVENTH AMENDMENT TO THE CYCLIC STORAGE AGREEMENT

SUMMARY

Issue – Cyclic Storage Agreement with Metropolitan Water District

Recommendation – Staff recommends the Pools forward the Seventh Amendment to the Cyclic Storage Agreement to the Advisory Committee and Board with a recommendation for approval.

Fiscal Impact – It is not anticipated this action will have a physical impact on the Watermaster Budget.

BACKGROUND

In 1978, Watermaster entered into a Cyclic Storage Agreement with the Metropolitan Water District of Southern California. The Court approved the Cyclic Storage Agreement Court in January 1979. The Cyclic Storage Agreement created a 100,000 acre-foot storage account for Metropolitan that was to be used for the pre-delivery of replenishment water. Over the years this account has been actively used and has provided important flexibility to allow Watermaster to obtain replenishment water as required by the Judgment.

The term of the Cyclic Storage Agreement has been extended by previous amendments one through six. Under amendment number six, the term of the agreement lapsed in 1999. No further amendments have been proposed pending the outcome of discussions with Metropolitan concerning the new dry year yield storage account.

DISCUSSION

The Cyclic Storage Account currently contains approximately 35,000 acre-feet of water. Initial discussions with Metropolitan contemplated the possibility that the Cyclic Storage Account would be eliminated and that the water would be placed into Metropolitan's new dry year storage account. However, water from the new storage account is intended to be removed only during dry years and elimination of the Cyclic Storage Account in this manner would eliminate a degree of flexibility enjoyed by Watermaster with regard to obtaining replenishment water.

The dry year yield agreement with Metropolitan that was approved by the Watermaster Advisory Committee and Board on March 27, 2003, did not eliminate the Cyclic Storage Agreement. In order to maintain this flexibility, it

is necessary that the term of the Cyclic Storage Agreement be extended with a Seventh Amendment. The Seventh Amendment proposes to extend the term of the agreement until December 31, 2007.

The Seventh Amendment differs from amendments one through six in two respects. In addition to extending the term of the agreement, the Seventh Amendment also specifies that no new water will be placed into this storage account. This provision was added in order to clarify that Metropolitan's storage rights in the Chino Basin are defined by the new dry year yield agreement and not by the past agreements. The Seventh Amendment also specifies that if there is water left in the account at the end of the new extended term, and if another amendment is not adopted further extending the term of the agreement, then Watermaster will purchase the water remaining in the account.

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Intentionally

EXHIBIT E

1 Scott S. Slater (State Bar No. 117317)
2 Michael T. Fife (State Bar No. 203025)
3 HATCH & PARENT, A LAW CORPORATION
4 21 East Carrillo Street
5 Santa Barbara, CA 93101
6 Telephone No. (805) 963-7000
7 Facsimile No. (805) 965-4333

8 Attorneys For
9 CHINO BASIN WATERMASTER

FILED-Rancho Cucamonga District
SAN BERNARDINO COUNTY
SUPERIOR COURT

AUG 04 2003

By Donald J. Welford Deputy

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO - RANCHO CUCAMONGA DIVISION

13 CHINO BASIN MUNICIPAL WATER
14 DISTRICT,

15 Plaintiff,

16 vs.

17 CITY OF CHINO, et al.,

18 Defendants.

Case No. RCV 51010

[Assigned for All Purposes to the Hon. J. Michael
Gunn]

DECLARATION OF MICHAEL T. FIFE
IN SUPPORT OF MOTION FOR
APPROVAL OF THE SEVENTH
AMENDMENT TO THE CYCLIC
STORAGE AGREEMENT

Hearing Date: September 4, 2003
Hearing Time: 1:30 a.m.
Dept: R8

- 19
- 20 1. My name is Michael Fife and I am an attorney with the law firm of Hatch &
21 Parent.
 - 22 2. Hatch & Parent is the General Counsel for the Chino Basin Watermaster.
 - 23 3. In my capacity as General Counsel for the Chino Basin Watermaster I have
24 participated in the drafting and approval process for the Seventh Amendment to
25 the Cyclic Storage Agreement.
 - 26 4. I have personally notified the parties at regularly scheduled Watermaster meetings
27 of Watermaster's intent to submit a Motion for Approval of the Seventh
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Amendment to the Cyclic Storage Agreement, and I know of no objection to such approval.

5. I swear under penalty of perjury that the foregoing is true to the best of my knowledge.

Dated: July 31, 2003

HATCH & PARENT, A LAW CORPORATION

By: 

Michael T. Fife
Attorney for
CHINO BASIN WATERMASTER

HATCH & PARENT, A LAW CORPORATION
21 East Carrillo Street
Santa Barbara, CA 93101

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Intentionally

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

I declare that:

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 August 4, 2003 I served the following to be heard on: September 4, 2003, 1:30 p.m., Dept. R8

**Notice of Motion for Approval of
Seventh Amendment to Cyclic Storage Agreement**

BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

See attached service list:

Attorney Service List
Mailing List 1

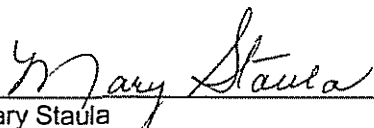
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 4, 2003 in Rancho Cucamonga, California.



Mary Staula
Chino Basin Watermaster

Distribution List Name: Committee list - court service list

Members:

A.W." Butch" Araiza (E-mail)	butcharaiza@mindspring.com
Andy Malone (E-mail)	amalone@wildh2o.com
Anne Schneider (E-mail)	ajs@eslawfirm.com
April Woodruff (E-mail)	awoodruff@ieua.org
Arnold Rodriguez (E-mail)	jarodriguez@sarwc.com
Art Kidman (E-mail)	akidman@mkblawyers.com
Barbara Gallert (E-mail)	bgallert@wmwd.com
Barret Kehl (E-mail)	CBWCD.email@verizon.net
Bill Rice (E-mail)	brice@rb8.swrcb.ca.gov
Bill Stafford (E-mail)	marygold@goldcom.com
Bob Feenstra (E-mail)	feenstra@milkproducers.org
Bob G Kuhn (E-mail)	bgkuhn@aol.com
Bonnie Tazza (E-mail)	bonniet@ccwdwater.com
Boyd Hill (E-mail)	bhill@mkblawyers.com
Brenda Torres-Rosales (E-mail)	btorres@hatchparent.com
Brian Hess (E-mail)	bhess@niagarawater.com
Carole McGreevy (E-mail)	cmcgreevy@jcsd.us
Chris Swanberg (E-mail)	chris.swanberg@corr.ca.gov
Cindi LaCamera (E-mail)	clacamera@mwdh2o.com
Cole Frates (E-mail)	cfrates@laynewater.com
Craig Stewart (E-mail)	cstewart@geomatrix.com
Curtis Aaron (E-mail)	caaron@fontana.org
Dan Arrighi (E-mail)	darrighi@sgvwater.com
Dan McKinney (E-mail)	dmckinney@rhlaw.com
Dan Rodriguez (E-mail)	dan_rodriguez@ci.pomona.ca.us
Dave Argo (E-mail)	argodg@bv.com
Dave Crosley (E-mail)	DCrosley@cityofchino.org
Dave Ringel (E-mail)	david.ringel@mwhglobal.com
David B Anderson (E-mail)	danders@water.ca.gov
David Cooper (E-mail)	dcooper@sunkistgrowers.com
David D DeJesus (E-mail)	davidcicgm@aol.com
Dennis Yates (E-mail)	dyates1329@aol.com
Diane Sanchez (E-mail)	dianes@water.ca.gov
Don Harriger (E-mail)	dharriger@wmwd.com
Doug Drury (E-mail)	d4@ieua.org
Eric Garner (E-mail)	elgarner@bbklaw.com
Eric M. Mills	EMills@CBWM.ORG
Erick Vaughn (E-mail)	stafengr@aol.com
Frank Brommenschenkel (E-mail)	frank.brommen@verizon.net
Fred Fudacz (E-mail)	ffudacz@nossaman.com
Fred Lantz (E-mail)	flantz@ci.burbank.ca.us
Garth Morgan (E-mail)	gmorgan@ieua.org
Gene Koopman (E-mail)	GTKoopman@aol.com
Gene Tanaka (E-mail)	gtanaka@bbklaw.com
Geoffrey Vanden Heuvel (E-mail)	GeoffreyVH@juno.com
Gerald Black (E-mail)	gjblack@FontanaWater.com
Geralyn Skapik (E-mail)	gskapik@bwsllaw.com
Gerard Thibeault (E-mail)	gthibeault@rb8.swrcb.ca.gov
Grace Cabrera (E-mail)	grace_cabrera@ci.pomona.ca.us
Henry Pepper (E-mail)	henry_pepper@ci.pomona.ca.us
James Jenkins (E-mail)	cnomgr@earthlink.net
James P Morris (E-mail)	jpmorris@bbklaw.com
Janine Wilson	Janine@CBWM.ORG
Jarlath Oley (E-mail)	joley@mwdh2o.com
Jean Cihigoyenetche (E-mail)	Jean_CGC@hotmail.com
Jeffrey L. Pierson (E-mail)	jpierson@intexcorp.com
Jerry A. King (E-mail)	jking@psomas.com
Jess Senecal (E-mail)	JessSenecal@lagerlof.com
Jim Bryson (E-mail)	jtbryson@fontanawater.com
Jim Erickson (E-mail)	jeeinc@aol.com
Jim Hill (E-mail)	jhill@cityofchino.org
Jim Markman (E-mail)	jmarkman@rwglaw.com

Jim Moody (E-mail)	jmoody@ci.upland.ca.us
Jim Taylor (E-mail)	jim_taylor@ci.pomona.ca.us
Jimmy Gutierrez (E-mail)	jimmy@city-attorney.com
Joe Graziano (E-mail)	jgraz4077@aol.com
Joe Grindstaff (E-mail)	jgrindstaff@sawpa.org
Joe P LeClaire (E-mail)	jleclaire@wildh2o.com
Joe Scalmanini (E-mail)	jscal@lsce.com
Joe Schenk (E-mail)	jschenk@ci.Norco.ca.us
John Hayball (E-mail)	john.hayball@sce.com
John Schatz (E-mail)	jschatz13@cox.net
John V. Rossi	JRossi@CBWM.ORG
John Vega (E-mail)	JohnV@ccwdwater.com
Judy Schurr (E-mail)	jschurr@earthlink.net
Julie Saba (E-mail)	jsaba@ieua.org
Kathy Tiegs (E-mail)	ktiegs@ieua.org
Ken Jeske (E-mail)	kjeske@ci.ontario.ca.us
Ken Kules (E-mail)	kkules@mw2h2o.com
Linda Estrada (E-mail)	linda_estrada@ci.pomona.ca.us
Lisa A Hamilton P.G. (E-mail)	Lisa.Hamilton@corporate.ge.com
Marilyn Levin (E-mail)	marilyn.levin@doj.ca.gov
Mark Gage (E-mail)	mgage@geomatrix.com.
Mark Kinsey (E-mail)	mkinsey@mwwd.org
Mark Ward (E-mail)	mark_ward@ameron-intl.com
Mark Wildermuth (E-mail)	mwildermuth@wildh2o.com
Martha Davis (E-mail)	mdavis@ieua.org
Martin Rauch (E-mail)	martin@rauchcc.com
Mary Staula	MStaula@cbwm.org
Maxine Maritz (E-mail)	mmaritz@bwslaw.com
Michael Boccadoro (E-mail)	mboccadoro@aol.com
Michael Fife (E-mail)	Mfife@hatchparent.com
Michael Whitehead (E-mail)	mlwhitehead@sgvwater.com
Michelle Staples (E-mail)	mstaples@jdplaw.com
Mike Del Santo (E-mail)	mike_delsanto@catellus.com
Mike Maestas (E-mail)	mmaestas@chinohills.org
Mike McGraw (E-mail)	mjmcmgraw@FontanaWater.com
Mike Thies (E-mail)	mthies@spacecenterinc.com
Mohamed El-Amamy (E-mail)	melamamy@ci.ontario.ca.us.
Nathan deBoom (E-mail)	nathan@milkproducers.org
Norma Brokaw (E-mail)	nlbrokaw@fontanawater.com
Pam Wilson (E-mail)	pwilson@hatchparent.com
Paul Hofer (E-mail)	farmwatchtoo@aol.com
Paula Lantz (E-mail)	paula_lantz@ci.pomona.ca.us
Peter Von Haam (E-mail)	peter.vonhaam@doj.ca.gov
Phil Krause (E-mail)	pkrause@parks.sbcounty.gov
Raul Garibay (E-mail)	raul_garibay@ci.pomona.ca.us
Ray Wellington (E-mail)	rwellington@tstonramp.com
Richard Atwater (E-mail)	Atwater@ieua.org
Rick Hansen (E-mail)	rhansen@tvmwd.com
Rick Rees (E-mail)	rrees@geomatrix.com
Rita Kurth (E-mail)	RitaK@ccwdwater.com
Robert DeLoach (E-mail)	robertd@ccwdwater.com
Robert Dougherty (E-mail)	RED@covcrowe.com
Robert Neufeld (E-mail)	n78098@aol.com
Robert Rauch (E-mail)	robert.rauchcc@verizon.net
Robert W Bowcock (E-mail)	bobbowcock@aol.com
Robert W. Nicholson (E-mail)	rwnicholson@sgvwater.com
Ron Craig (E-mail)	RonC@rbf.com
Ron Small (E-mail)	ron.small@dgs.ca.gov
Sandy Lopez (E-mail)	slopez@ci.ontario.ca.us
Scott Burton (E-mail)	sburton@ci.ontario.ca.us
Scott Slater (E-mail)	sslater@hatchparent.com
Sharon Joyce (E-mail)	SJoyce@executive.corr.ca.gov
Sheri Rojo	SRojo@CBWM.ORG
Shirley Green (E-mail)	western@wmwd.com
Steve Arbelbide (E-mail)	sarbelbide@californiasteel.com
Steve Kennedy (E-mail)	BRALBA@eee.org
Susan Trager (E-mail)	smt@tragerlaw.com
Tej Pahwa (E-mail)	tpahwa@dtsc.ca.gov
Terry Catlin (E-mail)	tcatlin@sunkistgrowers.com
Thomas Clifton (E-mail)	clifton@mckeownlaw.com
Thomas S Bunn (E-mail)	TomBunn@Lagerlof.com
Timothy Ryan (E-mail)	tjryan@sgvwater.com
Tom Love (E-mail)	TLove@ieua.org
Tom McPeters (E-mail)	THMcP@aol.com

Tracy Tracy (E-mail)
Vic Barrion (E-mail)
Virginia Grebbien (E-mail)
William J Brunick (E-mail)

tracy@mvwd.org
voarrion@reliant.com
vgrebbien@ocwd.com
bbrunick@bbmblaw.com



AAA AA
MAILING LIST 1
UPDATED 7/9/02

RICHARD ANDERSON
1365 W FOOTHILL BLVD STE 1
UPLAND CA 91786

RODNEY BAKER
COUNSEL FOR EGGSWEST & JOHNSO
BROS
P.O. BOX 438
COULTERVILLE CA 95311-0438

PATRICK BAUER
ARROWHEAD WATER COMP
5772 JURUPA RD
ONTARIO CA 91761-3672

BOB BEST
NAT'L RESOURCES CONS SVS
25864 BUSINESS CENTER DR K
REDLANDS CA 92374

BRUCE CASH
UNITED WATER MGMT CO INC
1905 BUSINESS CENTER DR STE 100
SAN BERNARDINO CA 92408

STEVE CORTNER
VULCAN MATERIALS COMPANY
P.O. BOX 39756
LOS ANGELES CA 90039

DAVID B COSGROVE
RUTAN & TUCKER
611 ANTON BLVD STE 1400
COSTAMESA CA 92626

JENNY DE BOER
9155 RIVERSIDE DR
ONTARIO CA 91761

JOE DELGADO
BOYS REPUBLIC
3493 GRAND AVENUE
CHINO HILLS CA 91709

GLENN DUNCAN
CBWM BOARD/ALTERNATE
P.O. BOX 667
CHINO CA 91708-0667

GLEN DURRINGTON
5512 FRANCIS ST
CHINO CA 91710

DICK DYKSTRA
10129 SCHAEFER
ONTARIO CA 91761-7973

RALPH FRANK
755 LAKEFIELD RD #E
WESTLAKE VILLAGE CA 91361

CARL FREEMAN
L. D. KING
2151 CONVENTION CENTRE WAY
ONTARIO CA 91764

MARK GAGE P E
GEOMATRIX CONSULTANTS INC
2101 WEBSTER ST #1200
OAKLAND CA 94612

JIM GALLAGHER
SOUTHERN CALIFORNIA WATER CO
2143 CONVENTION CTR WAY STE 110
ONTARIO CA 91764

DON GALLEANO
4231 WINEVILLE RD
MIRA LOMA CA 91752-1412

JACK HAGERMAN
STATE OF CALIFORNIA CIM
4158 CENTER ST
NORCO CA 92860

PETE HALL
STATE OF CA PLT OPS CIM
P.O. BOX 128
CHINO CA 91710

CARL HAUGE
SWRCB
P.O. BOX 942836
SACRAMENTO CA 94236-0001

JOHN HUI TSING
5370 SCHAEFER, SUITE A
CHINO CA 91710

CLARK IDE
OCWD GENERAL COUNSEL
P.O. BOX 8300
FOUNTAIN VALLEY CA 92728-8300

ANNESLEY IGNATIUS
COUNTY OF SAN BERNARDINO FCD
825 E 3RD ST
SAN BERNARDINO CA 92415-0835

STEVE JOHNSON
STETSON ENGINEERS INC
3104 E GARVEY AVE
WEST COVINA CA 91791

PATRICK KING
CONSULTANT TO SENATOR NELL SOTO
822 N EUCLID AVE
ONTARIO CA 91762

KRONICK ET AL
KRONICK MOSKOVITZ TIEDEMANN &
GIRARD
400 CAPITOL MALL 27TH FL
SACRAMENTO CA 95814-4417

RONALD LA BRUCHERIE
12953 S BAKER AVE
ONTARIO CA 91761-7903

MARILYN LEVIN
OFFICE OF THE ATTY GEN DEP AG
300 S SPRING ST 11TH FL N TOWER
LOS ANGELES CA 90013-1232

CARLOS LOZANO
STATE OF CA YTS
15180 S. EUCLID
CHINO CA 91710

NATHAN MACKAMUL
STATE OF CA/CIW
16756 CHINO-CORONA RD
FRONTERA CA 91720-9508

ALAN MARKS
CTY OF SAN BERN CTY CNSL
157 W 5TH ST
SAN BERNARDINO CA 92415

SANDY OLSON
WALNUT VALLEY WATER DISTRICT
271 S BREA CANYON RD
WALNUT CA 91789

MARY PARENTE
8559 EDISON AVE
CHINO CA 91710-9242

ROBB QUINCEY
CITY OF HESPERIA
15776 MAIN ST
HESPERIA CA 92345

ROBERT REITER
SAN BERNARDINO VALLEY MWD
P.O. BOX 5906
SAN BERNARDINO CA 92412-5906

LES RICHTER
CALIFORNIA SPEEDWAY
P.O. BOX 9300
FONTANA CA 92334-9300

DAVID RINGEL
MONTGOMERY WATSON
P.O. BOX 7009
PASADENA CA 91109-7009

PATRICK SAMPSON
P.O. BOX 660
POMONA CA 91769

DONALD SCHROEDER
CBWM BD (WMWD)
3700 MINTERN
RIVERSIDE CA 92509

DAVID SCRIVEN
KRIEGER & STEWART ENGINEERING
3602 UNIVERSITY AVE
RIVERSIDE CA 92501

MICHAEL SMITH
NICHOLS STEAD BOILEAU & KOSTOFF
223 W FOOTHILL BLVD #200
CLAREMONT CA 91711-2708

NELL SOTO
STATE CAPITOL
ROOM NO 4066
SACRAMENTO CA 95814

BILL STAFFORD
MARYGOLD MUTUAL WATER CO
9725 ALDER ST
BLOOMINGTON CA 92316-1637

DAVID STARNES
MOBILE COMMUNITY MGMT CO
1801 E EDINGER AVE STE 230
SANTA ANA CA 92705

KEVIN SULLIVAN
LOS SERRANOS COUNTRY CLUB
15656 YORBA AVE
CHINO HILLS CA 91709

CHRIS SWANBERG
DEPT OF CORRECTIONS - LEGAL
AFFAIRS DIVISION
P.O. BOX 942883
SACRAMENTO CA 94283-0001

SWRCB
SWRCB
P.O. BOX 2000
SACRAMENTO CA 95809-2000

MICHAEL THIES
SPACE CENTER MIRA LOMA INC
3401 S ETIWANDA AVE BLDG 503
MIRA LOMA CA 91752-1126

JOHN THORNTON
PSOMAS AND ASSOCIATES
3187 RED HILL AVE, SUITE 250
COSTA MESA CA 92626

R.E. THRASH III
PRAXAIR
5705 AIRPORT DR
ONTARIO CA 91761

SYBRAND VANDER DUSSEN
10573 EDISON AVE
ONTARIO CA 91761

SYP VANDER DUSSEN
14380 EUCLID
CHINO CA 91710