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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

SEP 02 2004

8 Attorneys For
9 CHINO BASIN WATERMASTER

BY Wanda Lewis
DEPUTY

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

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Santa Barbara, CA 93101

12 CHINO BASIN MUNICIPAL WATER DISTRICT,)	Case No. RCV 51010
13)	[Assigned for All Purposes to the Hon. J. Michael Gunn]
14)	JOINT REQUEST FOR AN ORDER CONTINUING SEPTEMBER 2, 2004 HEARING
15)	HEARING DATE: September 2, 2004
16)	HEARING TIME: 1:30 p.m.
17)	DEPT: R8

18 Moving party Monte Vista Water District ("Monte Vista") and responding party Chino
19 Basin Watermaster ("Watermaster") hereby jointly request that this Court order the hearing on the
20 above-referenced matter continued to October 7, 2004, based on the following facts:

- 21 1. Monte Vista filed its "Motion for an Order Compelling Watermaster to Establish a
- 22 Program to Equitably Allocate Benefits from Water Quality Mitigation Measures Under the
- 23 Physical Solution" on March 11, 2004.
- 24
- 25 2. At its March 25, 2004 meeting, the Watermaster Board directed staff and legal
- 26 counsel to convene a process that would be responsive to the relief requested by the Motion.
- 27
- 28 3. This Court continued the hearing on the Motion for the first time from April 22,

1 2004 to June 24, 2004 to allow the parties to work through that process.

2 4. On June 9, 2004, manager and attorney representatives of the appropriator
3 signatories to the Peace Agreement met and verbally agreed to the substance set forth in the First
4 Amendment to the Peace Agreement ("First Amendment") attached hereto as Exhibit "A."

5 5. This Court continued the hearing on the Motion for the second time from June 24,
6 2004 to September 2, 2004 to allow the parties to document the First Amendment and to obtain
7 authorization by their governing boards to sign the First Amendment.

8 6. On June 28, 2004, Watermaster circulated a written draft of the First Amendment to
9 all the signatory parties. No objections were made to the draft First Amendment at the
10 attorney/manager meeting on June 29, 2004. Since that time, certain parties have suggested
11 revisions to the draft First Amendment that are reflected in Exhibit "A."

12 7. On Thursday August 26th the Watermaster Board referred the proposed Resolution as
13 attached hereto and incorporated herein as Exhibit "B" and the First Amendment to the Pool
14 Committees for comment of the Committees with the intention of considering the Resolution at its
15 next Board meeting before moving the Court for authorization to proceed in accordance with the
16 First Amendment forthwith.

17 8. As of the date of this stipulation, all Parties have represented that they will
18 recommend execution of the same by their respective governing bodies. Monte Vista's governing
19 body on August 25, 2004 approved execution of the First Amendment in the form attached.

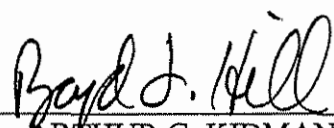
20 9. In order to give additional time for the process of authorizing the First Amendment
21 by the boards of various entities, Monte Vista and Watermaster have agreed that the hearing on the
22 Motion will be continued to October 7, 2004. Watermaster is serving this Request on all parties of
23 record in this case concurrent with its filing of this Request and will serve the Order upon approval
24 by this Court.
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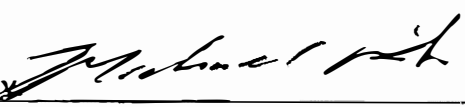
DATED: August 30, 2004

MCCORMICK, KIDMAN & BEHRENS, LLP

By: 
ARTHUR G. KIDMAN
BOYD L. HILL
Attorneys for Defendant
MONTE VISTA WATER DISTRICT

DATED: August 30, 2004

HATCH & PARENT, A LAW CORPORATION

By: 
SCOTT S. SLATER
MICHAEL T. FIFE
Attorneys for
CHINO BASIN WATERMASTER

ORDER

IT IS HEREBY ORDERED THAT the hearing on the Monte Vista Motion is continued to
the date of October 14, 2004. @ 2:00pm Sept 18

DATED: SEP 02 2004, 2004

By: J. Michael Gunn
HONORABLE J. MICHAEL GUNN,
JUDGE PRESIDING

Hatch & Parent, A Law Corporation
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EXHIBIT “A”

FIRST AMENDMENT TO PEACE AGREEMENT CHINO BASIN

THIS FIRST AMENDMENT TO PEACE AGREEMENT ("Agreement") is dated the 2nd of September 2004 regarding the Chino Groundwater Basin.

RECITALS

A. The Parties entered into that certain "Peace Agreement" dated June 29, 2000. The Peace Agreement was approved by the Court in San Bernardino Superior Court Case No. RCV 51010.

B. Section 5.5 of the Peace Agreement provided for Watermaster assignment of "Salt Credits." Certain parties to the Peace Agreement contend that Salt Credits were intended as a benefit to compensate non-discharging Appropriators for their obligation under Section 7.5(b) of the Peace Agreement to provide their share of the storm flow Recharge component of New Yield for Desalter Replenishment. The storm flow Recharge component of New Yield has been established by Watermaster at 12,000 acre-feet per annum.

C. Pursuant to that contention, Monte Vista Water District brought a "Motion for an Order Compelling Watermaster to Establish a Program to Equitably Allocate Benefits from Water Quality Mitigation Measures Under the Physical Solution" on March 11, 2004.

D. The Parties have agreed that if the obligation to dedicate the storm flow Recharge component of New Yield for Desalter Replenishment is eliminated from the Peace Agreement, then Salt Credits can be eliminated from the Peace Agreement. The Parties intend that the storm flow Recharge component of New Yield will remain assigned to the individual Appropriators as a component of Safe Yield, and will not be independently dedicated to Desalter Replenishment, even if it subsequently becomes determined to be part of the Safe Yield in accordance with Section 4.5 of the Peace Agreement and Sections 6.2 and 6.5 of the Watermaster Rules and Regulations.

E. Except as set forth herein, the Parties to the Peace Agreement have agreed that Desalter Replenishment will continue to be provided for as set forth in Section 7.5 of the Peace Agreement, as amended, with Deslater Replenishment being provided from the following sources in order of priority: (a) the 25,000 acre-feet of Kaiser water; (b) New Yield other than the 12,000 acre-feet of storm flow Recharge; (c) Safe Yield and (d) Additional Replenishment Water purchased by Watermaster.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Salt Credits Deleted.** Sections 1.1(rr) and 5.5 of the Peace Agreement are hereby deleted.

2. **Stormwater Component of New Yield Dedicated to Appropriators.**
The 12,000 acre-feet of storm flow Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. Section 7.5(b) of the Peace Agreement is hereby amended to read:

“New Yield, other than the storm flow Recharge component thereof, unless the water Produced and treated by the Desalters is dedicated by a purchaser of the desalted water to offset the price of desalted water to the extent of the dedication.”

3. **Effect of Amendment.** Except as amended hereby, the Peace Agreement remains in full force and effect and nothing in this First Amendment shall be construed to require Watermaster to levy the Replenishment Assessment contemplated by subdivision (d) of Section 7.5 thereof separately against the Parties that receive desalted water

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED: **CITY OF ONTARIO**

BY: _____

DATED: **CITY OF POMONA**

BY: _____

[Signatures continued on following pages]

DATED:

CITY OF UPLAND

BY: _____

DATED:

STATE OF CALIFORNIA

BY: _____

DATED:

CITY OF CHINO

BY: _____

DATED:

**CUCAMONGA COUNTY WATER
DISTRICT**

BY: _____

DATED:

**MONTE VISTA WATER
DISTRICT**

BY: _____

[Signatures continued on following pages]

DATED:

**FONTANA UNION WATER
COMPANY**

BY: _____

DATED:

CITY OF CHINO HILLS

BY: _____

DATED:

**JURUPA COMMUNITY
SERVICES DISTRICT**

BY: _____

DATED:

AGRICULTURAL POOL

BY: _____

DATED:

APPROPRIATIVE POOL

BY: _____

[Signatures continued on following pages]

DATED: **NON-AGRICULTURAL POOL**

BY: _____

DATED: **INLAND EMPIRE UTILITY
AGENCY**

BY: _____

DATED: **THREE VALLEYS MUNICIPAL
WATER DISTRICT**

BY: _____

DATED: **KAISER VENTURES, INC.**

BY: _____

DATED: **WESTERN MUNICIPAL
WATER DISTRICT**

BY: _____

[Signatures continued on following pages]

DATED:

**SAN ANTONIO WATER
COMPANY**

BY: _____

DATED:

**CHINO BASIN WATER
CONSERVATION DISTRICT**

BY: _____

EXHIBIT “B”

WATERMASTER RESOLUTION
NO. 2004-__

**RESOLUTION OF THE CHINO BASIN WATERMASTER TO
PROCEED IN ACCORDANCE WITH THE PEACE
AGREEMENT AS AMENDED**

WHEREAS, the Judgment in the Chino Basin Adjudication, *Chino Basin Municipal Water District v. City of Chino, et al.*, San Bernardino Superior Court No. RCV 51010, created the Watermaster and directed it to perform the duties as provided in the Judgment or ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction; and

WHEREAS, the Judgment directs Watermaster to develop an OBMP subject to the limitations contained in the Judgment; and

WHEREAS, the Parties entered into that certain "Peace Agreement" dated June 29, 2000; and

WHEREAS, Watermaster adopted Resolution 2000-__ which was attached to the Peace Agreement as Exhibit "A," whereby Watermaster resolved to proceed with implementation of the OBMP in accordance with the Peace Agreement; and

WHEREAS, the Court Ordered Watermaster to proceed with implementation of the OBMP in accordance with the Peace Agreement in its Order dated July 13, 2000; and

WHEREAS, the parties are executing a First Amendment to the Peace Agreement a copy of which First Amendment is attached hereto as Exhibit "A."

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED THAT:

1. The goals and plans in the Phase I Report and their implementation as provided in and consistent with the Implementation Plan and the Peace Agreement as amended by the First Amendment are in furtherance of the physical solution set forth in the Judgment and Article X, Section 2 of the California Constitution.
2. Although not a signatory, the Chino Basin Watermaster Board supports and approves the Peace Agreement negotiated by the parties thereto and as amended by the First Amendment to the Peace Agreement.
3. Subject to the unanimous approval of the First Amendment to the Peace Agreement by the Parties, Watermaster will proceed in accordance with the OBMP Implementation Plan and the Peace Agreement as amended.
4. The Watermaster Board will transmit a request to the Court to issue an Order authorizing and directing Watermaster to proceed in accordance with this Resolution.

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, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; Telephone (909) 484-3888

On September 2, 2004 I served the following:

JOINT REQUEST FOR AN ORDER CONTINUING SEPTEMBER 2, 2004 HEARING

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:
Mailing List 1

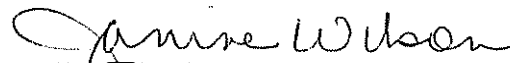
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee

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 September 2, 2004 in Rancho Cucamonga, California.



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