

A G R E E M E N T

THIS AGREEMENT, by and between the City of Redlands, hereinafter called "Redlands" and the South San Bernardino County Water District, hereinafter called "District" is dated the 6th day of January, 1981.

RECITALS

1. The interconnection of public water systems for emergency purposes is desirable for the public safety and general welfare.
2. Redlands and the District have portions of their respective water distribution systems in close proximity to one another.
3. The District currently lacks reservoir storage capacity; therefore, a power outage would interrupt the production of water for consumptive and public safety purposes.
4. The purpose of the interconnection is to provide the District with emergency service of water in the event of power outages, excessive fire flow demands, or other unforeseen short-term emergency demands.
5. Redlands has sufficient production capability, subject to major equipment failures and is willing to provide emergency service under the terms hereinafter agreed upon to by the District.

COVENANTS

For and in consideration of the covenants contained herein, the parties agree as follows:

1. The District will purchase domestic water on an emergency basis only, as needed from Redlands, at a 6" metered location to be constructed by Redlands at District cost within Davidson Street approximately 50 feet south of Curtis Street.

2. Water deliveries to the District may commence under the terms of this Agreement on Dec. 31, _____, 1980. Deliveries will be made available as long as ^{per D.G.} they are not adverse to Redlands through a period of five (5) years ending on June 30, 1986, with the provision that the District and Redlands may mutually extend water deliveries hereunder to a period agreeable to both parties by written amendment to this Agreement on or before April 1, 1985. Redlands reserves the right to refuse water deliveries at any time.

3. The rate of delivery of domestic water shall not exceed 200 acre feet annually.

4. The District will diligently pursue the development of well and reservoir capacities so as to increase system integrity and reliability.

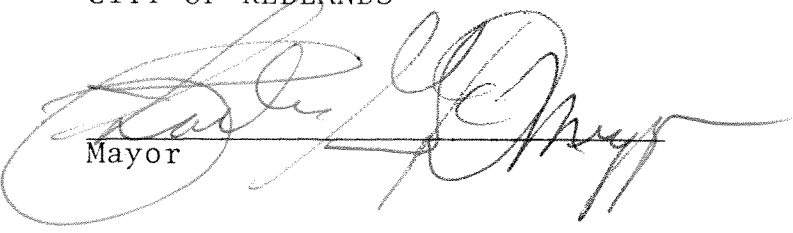
5. The District shall pay for the water delivered at the Lowest Inside Redlands City Block Rate for Domestic Water with applicable monthly minimum charges as prescribed by resolutions and ordinances of the City of Redlands.

6. The District shall install a Redlands' approved back-flow prevention device directly downstream and adjacent to the 6" metered service. The District shall maintain and test the device in compliance with standard requirements of Redlands.

7. The District shall not acquire or claim any right, title, or interest in water supplied under this Agreement other than the contracted interest established in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement.

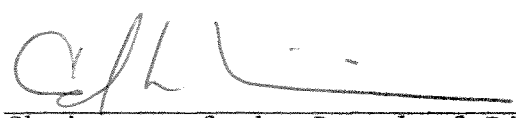
CITY OF REDLANDS


Mayor

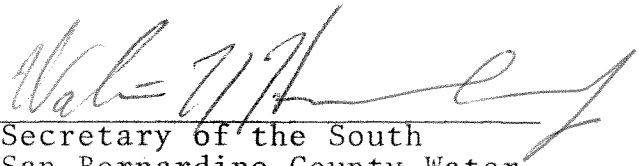
ATTEST:


City Clerk, City of Redlands

SOUTH SAN BERNARDINO COUNTY
WATER DISTRICT


Chairman of the Board of Directors
Cal 1. Minesinger

ATTEST:


Secretary of the South
San Bernardino County Water
District