

**STANDARD
LOCAL STORAGE AGREEMENT # _____**

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between Chino Basin Watermaster, (herein "Watermaster") and _____, (herein "Local Storage Party") pursuant to the Judgment entered January 27, 1978 and the Peace Agreement and Implementation Plan dated June 29, 2000.

STORAGE AUTHORITY. The authority is hereby granted to the above Storage Party, pursuant to the terms and conditions hereof, to store _____ acre-feet of water in the Chino Basin and to recapture the same for reasonable beneficial use as indicated on the forms or attachments below: The right to store water under this Local Storage Agreement is not transferable or assignable.

Excess Carry Over Local Supplemental or Imported Both

STORAGE APPROVAL. In submitting the Application for Local Storage, Applicant presented the following forms in addition to Form 1:

- Form 2 Application for Recharge
- Form 3 Application for Sale or Transfer of Right to Produce Water in Storage
- Form 4 Application or Amendment to Application to Recapture Water in Storage
- Form 5 Application Transfer Annual Production Right or Safe Yield
- Form 6 Application by a Party to the Judgment to Participate in a Storage & Recovery Program
- Form 7 Application for Reimbursement or Credit Against OBMP Assessments

All additional forms are included herein by reference and deemed approved or conditioned as attached.

TERM OF AGREEMENT. This Agreement shall continue in effect coterminous with the Peace Agreement unless or until the Agreement is modified, amended or terminated by Watermaster action. Except for losses or other factors as Watermaster may establish, any water in storage at the time of termination of this Agreement shall remain to the credit of Storage Party for subsequent recapture in its normal operations, i.e., termination of the Agreement shall affect termination of the right to place water in storage, but shall not impair the integrity of water stored or the right to recapture the same. Local Storage Agreements do not require court approval.

This Agreement and all provisions thereof are applicable to and binding upon not only the parties hereto, but also upon their respective heirs, executors, administrators, successors, assigns, lessors and licensees and upon the agents, employees and attorneys in fact of all such persons.

The following standard terms and conditions are deemed incorporated in any local storage agreement approved by Watermaster.

ASSIGNMENT OF STORAGE CAPACITY. Storage capacity is not assignable. Water in storage may be assigned, sold, leased or transferred as herein or subsequently approved.

LOSSES ATTRIBUTABLE TO STORED WATER. Pursuant to the Peace Agreement, losses may be applied to water stored hereunder after July 1, 2005.

RECAPTURE. Storage Party may recapture Stored Water by the direct extraction of groundwater from Chino Basin as herein approved by Watermaster. Each Storage Party shall apply to Watermaster in writing using Form 4 at least thirty (30) days prior to commencement of direct recapture if Form 4 is not included herewith, or if the recapture plan is different than that originally submitted to Watermaster. Watermaster shall determine whether significant adverse impacts will result to the Chino Basin and to other producers by reason of such production and shall either confirm, deny, or modify such proposed extraction schedule.

PROCEDURES AND ACCOUNTING FOR WATER STORED. Watermaster shall maintain a continuing account of water stored in and recaptured from Storage Party's account, which shall be available for review upon reasonable notice by Storage Party.

REPORTS TO WATERMASTER. Storage Party shall file with Watermaster such reports, forms, or additional information as is reasonably required by Watermaster in order to provide full information as to storage, losses and recapture of Stored Water hereunder.

WATERMASTER'S RIGHT OF INSPECTION. Watermaster shall have the right to inspect at reasonable times the records and facilities of Storage Party with relation to storage and recapture of water in the Chino Basin.

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

Watermaster	Chino Basin Watermaster 9641 San Bernardino Rd Rancho Cucamonga, CA 91730
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Storage Party	As set forth on the application.
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ADDITIONAL CONDITIONS OR TERMS. In granting approval of this storage agreement, Watermaster placed the following additional conditions in the agreement:

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

WATERMASTER

STORAGE PARTY

Watermaster Approval

Applicant