

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made and entered into by and between the public agencies herein designated as "eligible public agencies" to amend and restate the Joint Exercise of Powers Agreement dated December 13, 1977, and any and all amendments thereto which created the Victor Valley Wastewater Reclamation Authority.

RECITALS

WHEREAS, each of the parties hereto is a public agency authorized and empowered to contract for the joint exercise of powers under Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code of the State of California; and

WHEREAS, each of said parties has the authority and power to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries; and

WHEREAS, the parties hereto recognize the immediate and continuing necessity for planning, construction, operation, and maintenance of works and facilities for the collection, transmission, treatment, disposal, and/or reclamation of sewage, wastes, and waste waters to meet the requirements of the National Pollution Discharge Elimination System within the boundaries of the Agency; and

WHEREAS, the parties hereto and their predecessors in interest formed the Victor Valley Wastewater Reclamation Authority, a Joint Powers Authority, which assumed responsibility for the construction, ownership, operation and maintenance, financing and every other phase and

aspect of the Victor Valley Regional Wastewater Reclamation Project, all as more particularly described in the Mojave Water Agency Service Agreement dated November 23, 1976, and in Mojave Water Agency Resolution No. 282-75, dated April 22, 1975, utilizing Mojave Water Agency ID No. 1 bond and tax funds and grants received from the Federal and State government to pay for these regional wastewater facilities; and,

WHEREAS, these regional wastewater facilities are now in existence and are owned and operated by the Victor Valley Wastewater Reclamation Authority and the terms of the said Mojave Water Agency Service Agreement and Resolution No. 282-75 have been performed and have been superseded by the governing documents of the Joint Powers Authority, and by the Joint Powers Agreement between the parties; and,

WHEREAS, the parties hereto wish to amend and restate the terms of the Joint Powers Agreement to update its provisions and to reflect the current status of the structure and operations of the Joint Powers Authority;

COVENANTS

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto agree as follows:

A. GENERAL

1: Creation of Agency. On December 13, 1977, a public agency known as the VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, herein called "Agency" was created. The Agency was formed by Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code of the State of California relating to the joint exercise of powers common to public agencies (hereinafter referred to as the "Act"). For the purposes of this Agreement, and from its inception, the Agency is and has been a public agency separate from the parties hereto.

2. Territorial Boundaries. The geographical area originally encompassed within the territorial boundaries of the Agency was coextensive with the boundaries of Mojave Water Agency Improvement District No. 1, plus all the real property owned or utilized for the construction and operation of the Victor Valley Regional Wastewater Reclamation Project. Additional land has been added by annexation. The current boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. The territorial boundaries may be changed from time to time by the annexation of land not already within Agency boundaries to the boundaries of a member entity, followed by compliance, by the member entity and by the owners of such property, with this Agency's annexation requirements.

2.1 Annexation. Annexations to the territorial boundaries of this Agency shall be subject to the condition that the taxable property, excluding personal property, within the annexation shall be liable for payment of all costs incident to annexation as determined by this Agency. Regional Connection Fees shall be paid in annexed and newly served areas in compliance with the Connection Fee Ordinance.

2.2 Contract Service. Provided that excess capacity is determined to exist in the treatment plant and/or conveyance system, and upon the approval of three-fifths (3/5) of the members of this Agency, temporary or limited contractual service from the Regional Wastewater System may be made available to areas within or without the boundaries of this Agency, upon such terms and conditions including provision for payment of fees and charges, as this Agency may establish.

3. Purpose. The purpose of this Agreement is to continue the existence and activities of this public agency to undertake and implement the common power of undertaking projects to meet the requirements of the National Pollution Discharge Elimination System within the boundaries of the Agency, including development of waste treatment management plans for the Victor Valley area within the Mojave Watershed, and construction, operation, and maintenance of works and facilities for collection, transmission, treatment, disposal, and/or reclamation of sewage, wastes, and waste waters by utilizing funds derived from connection fees, user fees, grants and/or loans received from Federal, State, or local government, funds obtained by issuing bonds, notes, warrants, and other

evidences of indebtedness to finance costs and expenses incidental to said projects, and funds derived from any other source.

4. Powers. The Agency shall have the power, in its own name, to do any and all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- (d) To acquire, hold, or dispose of property;
- (e) To incur debts, liabilities, or obligations;
- (f) To issue bonds, notes, warrants, and other evidence of indebtedness to finance costs and expenses incidental to the projects of the Agency;
- (g) To apply for, receive, and utilize grants and loans from the Federal, State or local government or from any other available source;
- (h) To sue and be sued in its own name;
- (i) To exercise those powers common to the parties identified in Section 5 of this Agreement;
- (j) To own and operate the Victor Valley Regional Wastewater Reclamation Project;
- (k) To enter an agreement with the United States of America, or any agency or department or successor thereof, for the purpose of including the former George Air Force Base Military Reservation as a participant in the Victor Valley Regional Wastewater Reclamation Project and providing for payment of their proportionate share of the capital and operation and maintenance costs thereof;
- (l) To have such other powers as are now, or may hereafter be, conferred by law upon Joint Powers Authorities, in general;
- (m) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

The powers enumerated herein shall be exercised, to the extent not herein specifically provided for, in the manner and according to the methods provided under the laws and/or charters under which the parties hereto have been created and are governed, except to the extent of any conflict therein, and in case of any such conflict, then in accordance with applicable provisions of California Law relating to Joint Powers Authorities, in general.

5. Eligible Public Agencies. The public agencies who are eligible to be and are parties to this Agreement and members of the Agency are specified as follows:

- (a) The City of Victorville, California (successor to Victorville Sanitary District);
- (b) The Town of Apple Valley, California (successor to Apple Valley County Water District);
- (c) Hesperia Water District (formerly known as Hesperia County Water District);
- (d) The City of Adelanto, California;
- (e) County Service Area #42 (Oro Grande), and County Service Area #64 (Spring Valley Lake);
- (f) Such other public agencies as may hereafter be declared eligible by unanimous vote of existing members.

Any new eligible public agencies shall become parties and members of the Agency upon execution of this Agreement and any addendum, amendment, or supplement hereto, and upon execution and compliance with the memorandum referred to in Section 6 of this Agreement.

6. Effective Date. This Amendment and Restatement of the Joint Powers Agreement shall become effective when the governing bodies of all of the eligible public agencies shall have authorized execution of this Agreement and the same has been executed by all parties.

In connection with the admission of any additional eligible public agency after formation of the Agency, each of the existing members and the prospective member or members shall execute a memorandum specifying the obligations of the prospective member for contributions toward past and present agency and project expenditures.

7. Governing Body. This Agreement and this Agency shall be administered by the governing body of the Agency which shall be known as the "Commission for the Victor Valley Wastewater Reclamation Authority" (the "Commission"). Subject to the reserved powers of the parties hereto, the powers and functions of the Agency shall be exercised by and through the Commission. Each Commissioner and alternate Commissioner must reside within the territorial boundaries of this Agency to be eligible to serve in this capacity, except if the Commissioner representing County Service Area #42 and County Service Area #64 is a Supervisor for San Bernardino.

B. MEMBERSHIP

8. Reserve Power of Members. Except as provided hereinafter in the provisions concerning the general budget, each member of the Agency expressly possesses and reserves to itself final and absolute discretion to approve or disapprove prior to commitment, any and all expenditures or other financial obligation by the Agency which are proposed to be directly and individually chargeable against such member for a special purpose.

9. Withdrawal of Membership. Any member of the Agency shall have the right to withdraw its membership upon serving written notice of intention thereof on all other members at least one hundred and twenty (120) days before the close of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing public agency from any financial obligations theretofore incurred by it under this Agreement.

10. Vote or Assent of Members. The vote, assent, or approval of members in any matter requiring such vote, assent, or approval hereunder shall be evidenced by a certified copy of the resolution or minute order of the governing body of such member, filed with the Agency.

11. Designation of Commissioners. Upon the effective date of this Agreement, each party who has not already done so shall designate and appoint, by resolution or minute order of its governing body, one member of its governing body, or its General Manager or his or her designee,

or in the case of County Service Area #42 and County Service Area #64, which will share a single representative between them, a designated representative to act as its Commissioner on the Commission, and one such individual to act as its alternate Commissioner. During any absence of the Commissioner, the alternate Commissioner shall act in the Commissioner's place. Commissioners and alternate Commissioners shall serve at the pleasure of the governing body of the appointing member and may be removed at any time, with or without cause, at the sole discretion of said member's governing body.

C. COMMISSION

12. Meetings. Regular meetings of the Commission shall be held monthly. The Commission shall provide for the time and place of its regular meetings. Special meetings may be called at the request of the Chairperson or of a majority of the Commission. Notice of all meetings shall be given as required by California law then in effect.

13. Quorum. A majority of the Commissioners shall constitute a quorum for purposes of transacting business, except that less than a quorum may adjourn from time to time.

14. Majority Vote. Except as otherwise provided herein, all actions of the Commission shall be approved upon the affirmative vote of a majority of the members of the Commission. Each member of the Agency shall have one (1) equal vote, to be exercised by its designated Commissioner (or alternate as the case may be); provided, however, that, should any member merge with or assume responsibility for the services provided by another member, the votes shall also merge and shall thereafter be exercised as one vote; and, provided further, that County Service Area #42 and County Service Area #64, which share a single representative between them, shall likewise have only one (1) vote between them, to be exercised as a single unit by their designated Commissioner (or alternate, as the case may be).

15. Minutes. The Secretary of the Agency shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall cause a copy

of said minutes to be kept on file for access by each member of the Agency, the Commission, and the public.

16. Compensation. Each Commissioner or alternate Commissioner shall receive compensation for each commission meeting attended in which they served as the designated representative of a member entity. The amount of compensation shall be fixed from time to time by the Commission. No Commissioner or alternate Commissioner shall receive compensation for more than two (2) meetings in any calendar month. If allowed by the Commission, a Commissioner or alternate Commissioner shall also receive travel and other expenses incurred on Agency business at the request of the Commission.

17. Public Meetings. All meetings of the Commission shall be open to the public and shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Sections 54950, et seq., of the Government Code.

18. Rules. The Commission may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

19. Committees. Committees may be formed for any purpose by majority vote of all Commission members.

20. Technical Advisory Committee. There shall be a Technical Advisory Committee which shall serve at the pleasure of the Commission (the "TAC"). Each public agency member shall appoint one person possessing an appropriate knowledge and expertise to the TAC. The time, place, and location of all meetings of the TAC shall be established by resolution of the Commission. The TAC shall meet regularly with the staff of the Agency to discuss and recommend to the Commission items coming before the Commission for consideration, as well as other issues or projects the Commission from time to time may request of TAC.

21. Powers and Limitations. All of the power and authority of the Agency shall be exercised by the Commission, subject to any expenditures or other financial obligations by the Agency which are proposed to be directly and individually chargeable against such member for a special purpose, as described in Section 8 of this Agreement.

D. OFFICERS

22. Officers. There shall be selected from the membership of the Commission a Chairperson and a Vice-Chairperson who shall stand for election annually at the first regular meeting of each new fiscal year.

A Treasurer and an Auditor/Controller shall be appointed by the Commission on behalf of the Agency, from those persons eligible under California Government Code sections 6505.5 and 6505.6, to be the depository and have custody of all money of the Agency from whatever source and who shall draw all warrants to pay demands against the Agency approved by the Commission. Such offices may be held by separate officers or employees, or combined and held by one officer or employee, as the Commission may elect. They shall serve at the pleasure of the Commission.

A Secretary shall be appointed by the Commission on behalf of the Agency from those persons eligible under California law. The Secretary shall serve at the pleasure of the Commission.

23. Additional Officers and Employees. The Commission shall have the power to appoint such additional officers and to employ such additional employees and assistants as may be appropriate.

24. Duties of Officers and Employees. Each and all of said officers, employees and assistants shall serve under rules established by the Commission and shall perform such duties and shall have such powers as the Commission may determine.

25. Bonds. Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Agency shall file an official bond in an amount to be fixed by the parties to this Agreement.

E. BUDGET PROCEDURES

26. General Budget. Annually at the May meeting of the Commission, or as soon thereafter as possible, a general budget shall be adopted for the ensuing fiscal year. The budget shall be prepared in sufficient detail to constitute an operating outline for the source and amount of funds available to the Agency and expenditures to be made during the ensuing year for those administrative and study matters and for the general project involving all members of the Agency. Said budget shall be adopted by a majority of the Commissioners in attendance, subject to the approval of a majority of the members of the Commission.

27. Approval of General Budget. Each general budget adopted by the Commission must be approved and shall be deemed effective upon the affirmative vote of a majority of the members of the Commission. Until such time as said formal approval has been received from a majority of the members of the Commission, said budget shall constitute merely a proposed budget, subject to consideration or revisions.

28. Failure to Approve General Budget. If a majority of the members of the Commission fail or refuse to approve any general budget of the Agency, said budget shall be returned to the Commission for restudy and revision. In the event a budget acceptable to a majority of the members of the Commission is not obtained prior to the start of the fiscal year, the Agency may continue to operate at the level of expenditure authorized by the last approved general budget.

29. Expenditures Within Approved Budgets. All expenditures within the designations and limitations of approved general budgets shall be made on the authorization of a majority of the Commission. No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget which may from time to time be submitted.

F. AGENCY FUNDS

30. Sources of Funds. The sources of funds available to the Agency include but are not limited to each of the following:

- (a) Funds collected as user charges or user fees for the operation and maintenance of the entire wastewater reclamation system;
- (b) Funds collected as connection fees from individuals, businesses, government organizations, and others connecting to the regional wastewater system;
- (c) Grants and loans received by the Agency from local, State, or Federal government agencies;
- (d) Funds received from State and Federal disaster relief agencies;
- (e) Funds obtained by issuing bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the activities of the Agency;
- (f) Funds from any other source derived.

The Agency shall arrange for the receipt of such funds from the above sources as are available to the Agency and as are necessary for the conduct of Agency activities.

31. Use of Funds. All funds or revenues received or made available to the Agency shall be utilized by the Agency in accordance with the terms of the budget procedures contained in this Agreement:

- (a) Connection Fees. Connection fees assessed and collected pursuant to Victor Valley Wastewater Reclamation Authority Ordinance No. 002, and any interest earned thereon, shall be deposited in a separate account designated as the "Capital Expansion Fund," and used exclusively for capital improvements which are designed and constructed for the purpose of increasing the capacity of the sewerage system or improving the sewerage system to comply with applicable laws and regulations. "Sewerage system" means the network of wastewater collection, conveyance,

treatment, and disposal facilities which are interconnected by means of sewers either owned in whole or in part by the Agency, or as to which the Agency has a contractual right of use.

(b) All Other Funds. Any other revenues or funds received or made available to the Agency from any source whatsoever, shall be deposited into accounts that may be established by the Agency, and may be expended by the Agency in any legal manner subject to such restrictions as may be imposed by the Agency from time to time.

G. ACCOUNTING AND AUDITS

32. Fiscal Year. The fiscal year of the Agency shall be from July 1, to and including June 30, of the following year.

33. Accounting Procedures. Full books and accounts shall be maintained by the Agency in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Controller and Treasurer of the Agency shall comply strictly with the requirements of the statutes governing joint powers agencies, Chapter 5, Division 7, Title 1, of the Government Code, commencing with Section 6500.

34. Audit. The records and accounts of the Agency shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller, and each member of the Agency no later than fifteen (15) days after receipt of said audit by the Commission.

H. BOND FINANCING

35. Revenue Bonds. The Agency shall have the power and authority to issue revenue bonds in accordance with the procedures and requirements specified as follows:

(a) Article 2, Chapter 5, Title 1, Division 7, of the Government Code, commencing with Sections 6540 and 6584;

(b) Chapter 6, Title 5, Division 2, of the Government Code, commencing with Section 54300;

(c) Chapter 6.5, Title 5, Division 2, of the Government Code, commencing with Section 54725.

The foregoing revenue bonds may be issued for any project which serves the purposes specified in Section 3 of this Agreement; provided, that two (2) or more members of the Agency shall participate in such project. Issuance of any such revenue bonds shall be subject to the approval of all members of the Agency and to any other approval required by law.

I. PROPERTY RIGHTS AND LIABILITIES

36. Property Rights. Except as provided herein, the assets acquired by the Agency during the course of its operations under the terms of this Agreement shall be the assets of the Agency alone, and not of the parties to this Agreement.

37. Liabilities. Except as provided herein, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not of the parties to this Agreement.

J. RESCISSION OR TERMINATION

38. Term. The Agency shall continue until this Agreement is rescinded or terminated as herein provided.

39. Rescission or Termination. This Agreement may be rescinded and the Agency terminated by written consent of a majority of the members evidenced by a certified copy of a resolution of their governing bodies. No such termination, however, shall relieve the Agency from any financial obligations theretofore incurred by it while operating under this Agreement.

40. Disposition of Assets on Termination. Upon termination, all assets of the Agency, including any charges then due, shall be transferred, subject to any outstanding Agency obligations, to whatever entity shall have been formed and is ready to perform the services of wastewater treatment disposal and wastewater reclamation for the constituent members and users of the system.

K. MISCELLANEOUS

41. Arbitration. If a dispute arises as to the construction, interpretation, or implementation of any provision of this Agreement, the issues in dispute or matter requiring action may be submitted to binding arbitration, if all of the parties agree to do so. For such purpose, an agreed arbitrator shall be selected by all members of the Commission, or in the absence of agreement, the Commission by majority vote shall select an arbitrator and the member or members in dissent shall select an arbitrator and the arbitrators shall select a third arbitrator. The arbitrator, or three (3) arbitrators acting as a panel, shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 (Sections 1280, et seq.) of the Code of Civil Procedure.

42. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments, or designations hereunder shall be given in writing and addressed to the principal place of business of each member of the Agency.

43. Validity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

44. Amendment. This Agreement shall contain all of the terms and conditions made between the parties hereto and shall not be amended except by an agreement in writing signed by all parties.

45. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

46. Assignment. The parties hereto shall not assign any rights or obligations under this Agreement without the prior written consent of all other parties.

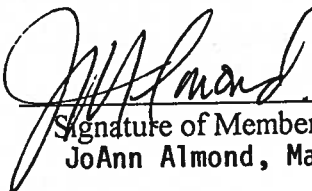
49. Additional Documents. The parties hereto agree upon request to execute, acknowledge, and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

50. Law Governing. This Agreement is made in the State of California under the Constitution and Laws of such State and is to be so construed.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED JOINT POWERS AGREEMENT on the day and year hereinafter indicated making the same effective upon the date signed by the last of all parties hereto.


THE CITY OF VICTORVILLE

DATED: October 12, 1998

By: 
Signature of Member
JoAnn Almond, Mayor Pro Tem

TOWN OF APPLE VALLEY

DATED: OCTOBER 8, 1998

By: 
Signature of Member
DAVID HOLMAN, MAYOR

HESPERIA WATER DISTRICT

DATED: DEC 15 1998

By: *[Signature]*
Signature of Member

COUNTY SERVICE AREA #42 (ORO GRANDE)
COUNTY SERVICE AREA #64
(SPRING VALLEY LAKE)

DATED: DEC 15 1998
#77-844-A-4

By: *[Signature]*
Signature of Member

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: *[Signature]*
EARLENE S. RAOF SUPERVISOR
Clerk of the Board of Supervisors
of the County of San Bernardino
SAN BERNARDINO COUNTY, CA

EXHIBIT "A"

LEGAL DESCRIPTION OF BOUNDARIES

FOR

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

The territory of the Victor Valley Wastewater Reclamation Authority shall be the following area:

Beginning at the Northwest corner of Section 1, Township 6N, Range 6W, San Bernardino Base & Meridian, and continuing Easterly along the North section lines of said Section 13, T6N, R6W, SBB&M, and Sections 18, 17, 16, 15, 14 and 13 of T6N, R5W, SBB&M and Section 18 of T6N, R4W, SBB&M, to the Northeast corner of said Section 18;

Thence Southerly along the East line of Section 18 & 19 of T6N, R4W, SBB&M, to the Southeast corner of said Section 19;

Thence Easterly along the North line of Sections 29, 28, 27 & 26, T6N, R4W, SBB&M, to the Northeast corner of said Section 26;

Thence Southerly along the East line of Sections 26 & 35, T6N, R4W, SBB&M, to the Southeast corner of said Section 35;

Thence Easterly along the North line of Section 1, T5N, R4W, SBB&M, and Section 6, T5N, R3W, SBB&M, to the Northeast corner of said Section 6.

Thence Southerly along the East line of Section 6, T5N, R3W, SBB&M, to the Southeast corner of said Section 6;

Thence Easterly along the North line of Section 8, T5N, R3W, SBB&M, to the Northeast corner of said Section 8;

Thence Southerly along the East line of Section 8, T5N, R3W, SBB&M, to the halfsection line of said Section 8;

Thence Easterly along the half-section line of Section 9; T5N, R3W, SBB&M, to the East section line of said Section 9;

Thence Southerly along the East line of Section 9, T5N, R3W, SBB&M, to the Southeast corner of said Section 9;

Thence Easterly along the North line of Section 15, T5N, R3W, SBB&M, to the Northeast corner of said Section 15;

Thence Southerly along the East line of Sections 15, 22, 27 & 34, T5N, R3W, SBB&M, to the Southeast corner of said Section 34;

Thence Westerly along the South line of Sections 34, 33, 32 & 31, T5N, R3W, SBB&M, and continuing along the South line of Section 36, T5N, R4W, SBB&M, to a point where it intersects with the center line of the Mojave River;

Thence South-southeasterly along the center line of the Mojave River to a point where said center line of the Mojave River meets with South line of Section 36, T4N, R4W, SBB&M

Thence Westerly along the South line of Section 36 & 35, T4N, R4W, SBB&M, to the Southwest corner of said Section 35;

Thence Southerly along the East line of Section 3, T3N, R4W, SBB&M, to the Southeast corner of said Section 3;

Thence Westerly along the South line of Sections 3, 4, 5 & 6 of T3N, R4W, SBB&M, to the Southwest corner of said Section 6;

Thence Northerly along the West line of Section 6, T3N, R4W, SBB&M, to the Northwest corner of said Section 6;

Thence Westerly along the South line of Sections 36, 35, 34 & 33, T4N, R5W, SBB&M, to the point where the South line of said Section 33 meets the center line of Interstate Highway 15;

Thence North-northeasterly along the center line of Interstate Highway 15 to a point where said center line meets the South line of Section 31, T5N, R4W, SBB&M;

Thence Westerly along the South line of Section 31, T5N, R4W, SBB&M, and continuing Westerly along the South line of Section 36, T5N, R5W, SBB&M, to the Southwest corner of said Section 36;

Thence Northerly along the West line of Section 36, T5N, R5W, SBB&M, to the Northwest corner of said Section 36;

Thence Westerly along the South line of Section 26, T5N, R5W, SBB&M, to the Southwest corner of said Section 26;

Thence Northerly along the West line of Section 26, T5N, R5W, SBB&M, to the halfsection line of said Section 26;

Thence Westerly along the half-section line of Section 27, T5N, R5W, SBB&M, to the West line of said Section 27;

Thence Northerly along the West line of Sections 27, 22, 15 & 10, T5N, R5W, SBB&M, to the Northwest corner of said Section 10;

Thence Westerly along the South line of Sections 4, 5 & 6, T5N, R5W, SBB&M, and Section 1, T5N, R6W, SBB&M, to the Southwest corner of said Section 1;

Thence Northerly along the West line of Section 1, T5N, R6W, SBB&M, to the Northwest corner of said Section 1;

Thence Westerly along the South line of Section 36, T6N, R6W, SBB&M, to the Southwest corner of said Section 36;

Thence Northerly along the West line of Section 36, 25, 24 & 13, T6N, R6W, SBB&M, to the Northwest corner of said Section 13, said point being the point of beginning.

VVWRA Annexation No. 1

In the County of San Bernardino, State of California, described as follows:

That portion of Section 35, T5N-R5W, SBB&M described as the S 1/2 of the SE 1/4 of the NE 1/4 and the E 1/2 of the SE 1/4 and the E 1/2 of the SW 1/4 of the SE 1/4. 120 acres more or less.

VFWRA Annexation No. 2

In the County of San Bernardino, State of California described as follows:

Parcel Map 8567 (All parcels)
Being a portion of the NE $\frac{1}{4}$ of
Section 1, T4N, R4W. In the County
of San Bernardino.

(84-171680 BK 88-Pg-70 & 71)
July 20, 1984

Parcel Map 8633, Parcel 2 & 3 only
of said parcel map. Being a sub-
division of portions of Sections
1 and 12, T4N, R4W, SBM, in the
County of San Bernardino.

(84-178402 BK 88-Pg 92-97)
July 27, 1984

VVRA Annexation No. 3

REORGANIZATION: CITY OF VICTORVILLE ANNEXATION #1985-3

the south 1/2 of Section 26; T5N, R5W; SBB&M, and that portion of the east 1/2 of Section 35; T5N, R5W; SBB&M described as follows: Commencing at the south 1/4 point of said Section 35, said point being true point-of-beginning; thence northerly along north-south center section line of said Section 35 to a point of intersection with the south line of said Section 26; thence westerly along said south line to the southwest corner of said Section 26; thence northerly along west line of said Section 26 to a point of intersection with the east-west center section line of said Section 26; thence easterly along said center section line to the east line of said Section 26; thence southerly along the east lines of said Sections 26 and 35, said east lines also being the existing City of Victorville boundary, to a point of intersection with the east-west center line of the east 1/4 of the northeast 1/4 of said Section 35; said center line also being the existing City of Victorville boundary; thence westerly along said center line, to a point of intersection with the east 1/16 line of Section 35; said east 1/16 line also being a portion of the existing City of Victorville boundary; thence southerly along said east 1/16 line to the northwest corner of the southeast 1/4 of the southeast 1/4 of Section 35; thence westerly along the south 1/16 line of Section 35, said south 1/16 line also being a portion of the existing City of Victorville boundary; to a point of intersection with the north-south centerline of the southwest 1/4 of the southeast 1/4 of Section 35; said north-south center line also being the existing City of Victorville boundary; thence southerly along said north-south center line to a point of intersection with the south line of said Section 35; thence westerly along said south line to the true point of beginning; thence more or less.

VVWRA Annexation No. 3

REORGANIZATION: CITY OF VICTORVILLE ANNEXATION #1986-1

That portion of land located in the north 1/2 of Section 1; T4N, R5W; SBB&M and the northwest 1/4 of Section 6; T4N, R4W; SBB&M; described as follows: commencing at a point of intersection of the center line of State Highway 15 with the north line of said Section 6, said point being north 89 degrees 18 minutes 34 seconds east 156 feet more or less from the northwest corner of said Section 6; thence south 32 degrees 54 minutes 00 seconds west 3,158 feet more or less along the center line of said Highway as it presently exists, to a point of intersection with the east-west center section line of said Section 1; thence westerly along said center section line 1,110 feet more or less to the point of intersection with the north-south center section line of said Section 1; thence northerly along said north-south center section line 1,320 feet more or less to a point of intersection with the east-west, north 1/16 center section line of said Section 1; thence westerly along said 1/16 center section line 1,320 feet more or less to the west line of the east half of the west half of Section 1; thence north along said west line to the existing City limits of Victorville; thence easterly along said City limits to the true point-of-beginning; 159.55 acres more or less.

VVWRA Annexation No. 4

In the County of San Bernardino, State of California described as follows:

Parcel Map 9827, Parcel 1, 2, 3, & 4
as per map recorded in Book 108, Pages
23 and 24 of Parcel Map. Being a division
of a portion of the West 1/2 of Government
Lot 2 in the Northwest 1/4 of Section 6, T4N,
R3W, SBM, in the County of San Bernardino

VVWRA Annexation No. 5

The South 1/2 of Section 27; T5N, R5W, S8B&M, Section 34; T5N, R5W, S8B&M and the West 1/2 of Section 35; T5N, R5W, S8B&M described as follows:

Commencing at the South 1/4 point of said Section 35, said point being the True Point of Beginning; thence Northerly along the North-South center section line of said Section 35, said center line also being the existing City of Victorville boundary, to a point of intersection with the North line of said Section 35; thence Westerly along said North line, said North line also being the existing City of Victorville boundary, to the Southeast corner of said Section 27; thence Northerly along the East line of said Section 27, said East line also being the existing City of Victorville boundary, to a point of intersection with the East-West center section line of said Section 27; thence Westerly along said center line to the West 1/4 point of said Section 27; thence Southerly along the West lines of said Sections 27 and 34 to the Southwest corner of said Section 34; thence Easterly along the South lines of said Sections 34 and 35 to the True Point of Beginning; 1,280 acres more or less.

VVRA Annexation No. 6

Those portions of Townships 5 and 6 North, Ranges 5 and 6 West, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

Section 2 and Section 11 of Township 5 North, Range 6, West, and Section 35, Township 6 North, Range 6 West; and

Section 7 and the South 1/2 of Sections 8, 9, and the West 1/2 of Section 10, Township 6 North, Range 5 West and Section 12 and the East 1/2 of Section 11, Township 6 North, Range 6 West.

VVWRA Annexation No. 7

The NE 1/4 of Section 5, Township 4 North, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California described as follows:

East 1/2 of Gov Lot 2 of the NE 1/4 Section 5, Township 4 North, Range 3 West, except South 638 ft and except County Road, and except additional street per document recorded 11-6-81 #245910, offer of dedication per document recorded 11-6-81 #245911.

North 270 ft, South 638 ft, East 645 ft, East 38.78 ft of Gov Lot 2 of the NE 1/4 of Section 5, Township 4 North, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California.

Parcel Nos. 2 and 3 of Parcel Map No. 1437, being a portion of the NE 1/4 of Section 5, Township 4 North, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California.

UWRA Annexation No. 8

Those properties of Township 4 North, Ranges 3 and 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

PARCEL J:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL K:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL L:

THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL M:

THE SOUTH 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE NORTH 1/2 OF GOVERNMENT LOT 2 OF THE SOUTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL M-1:

THE NORTH 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL N:

VVWRA Annexation No. 8

THE WEST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL O:

THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL P:

THE EAST 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL.

PARCEL Q:

THE WEST 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL R:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 16 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL S:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL T:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL U:

GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

VVWRA JOINT POWERS AGREEMENT
AMENDED AND RESTATED

VVWRA Annexation No. 8

PARCEL V:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL W:

GOVERNMENT LOTS 1 AND 2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL X:

PARCELS 2 AND 3 OF PARCEL MAP 10215, AS PER MAP ON FILE IN BOOK 119, PAGES 76 AND 77 OF PARCEL MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL X-1:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL Y:

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.

PARCEL Z:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

PARCEL AA:

PARCELS 1 THROUGH 8, INCLUSIVE OF PARCEL MAP NO. 8567, IN THE COUNTY OF SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 88 OF PARCEL MAPS, PAGES 70 AND 71, RECORDS OF SAID COUNTY.

PARCEL A:

PARCELS 1, 4, 5 AND 6 OF PARCEL MAP NO. 8633, AS PER PLAT RECORDED IN BOOK 88 OF PARCEL MAPS, PAGES 92 TO 97, INCLUSIVE, RECORDS OF SAID COUNTY.

VVWRA Annexation No. 9

Those portions of Sections 14, 15, 21, 22, 23, 27 and 28 of Township 4 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

Commencing at the North East corner of Section 14 Township 4 North, Range 5 West, San Bernardino Meridian, said point being in the Centerline of Mojave Road as shown on Caltrans right-of-way Map No. 984554.

THENCE, South $01^{\circ} 56' 47''$ East 1370.66 per said right-of-way map along the East line of said Section 14 to the South line of the North 1/2 of the North 1/2 of said Section 14;

THENCE, South $89^{\circ} 22' 49''$ West 2460.99 feet per said Caltrans right-of-way map along the South line of the North 1/2 of the North 1/2 of said Section 14 to a point in the Northwest right-of-way line of Interstate 15. Said point also being TRUE POINT OF BEGINNING;

THENCE, continuing West along the South line of the North 1/2 of the North 1/2 of Section 14 and Section 15 to the West line of the East 1/2 of the East 1/2 of Section 15 Township 4 North, Range 5 West, San Bernardino Meridian;

THENCE, South along said West line of the East 1/2 of the East 1/2 of said Section 15 to the South line of said Section. Said point also shown as East 1/16 corner of Sections 15 and 22 on Parcel Map 9325 filed in Book 97 at Page 41 of Parcel Maps, Records of San Bernardino County;

THENCE, West along said South line of Section 15 to the Southwest corner of said Section 15, Township 4 North, Range 5 West. Said point also being the Northeast corner of Section 21, Township 4 North, Range 5 West, as shown on Parcel Map 6934 filed in Book 68 at Pages 48 through 49 inclusive of Parcel Maps, Records of San Bernardino County;

THENCE, Continuing West along the North line of said Section 21 to the North 1/4 corner of said Section 21 as shown on said Parcel Map 6934;

VVWRA Annexation No. 9

- THENCE, South along the West line of the East 1/2 of Section 21, Township 4 North, Range 5 West, to the South line of said Section 21. Said point also being the North 1/4 corner of Section 28, Township 4 North, Range 5 West as shown on Parcel Map 8098 filed in Book 84 at Pages 11 through 12 inclusive of Parcel Maps, records of San Bernardino County;
- THENCE, Continuing South along the West line of the East 1/2 of said Section 28 to the center North 1/16 corner of said Section 28 as shown on said Parcel Map 8098;
- THENCE, East along the South line of the North 1/2 of the North East 1/4 of said Section 28, Township 4 North, Range 5 West to the centerline of the West Frontage Road of Highway 395 as shown on Caltrans right-of-way Map No 987595;
- THENCE, South $0^{\circ} 48' 37''$ East 389.56 feet more or less along the centerline of said West Frontage Road to its intersection with the centerline of Joshua Street (formerly Palm Avenue) as shown on said Caltrans right-of-way map;
- THENCE, Easterly along the centerline of said Joshua Street as per Caltrans right-of-way Maps No. 987595 and 987601 the following four (4) courses:
- North $89^{\circ} 11' 23''$ East 1205.03 feet to the beginning of a curve concave to the South having a radius of 800 feet;
- Southeasterly 470.68 feet along said curve through a central angle of $33^{\circ} 42' 37''$;
- South $57^{\circ} 06' 00''$ East 1414.84 feet to the centerline of the East Frontage Road of Interstate 15 as shown on said Caltrans right-of-way Map No. 987601.
- South $34^{\circ} 53' 27''$ West 60 feet more or less along the centerline of said East Frontage Road to its intersection with the South line of the North 1/2 of Section 27, Township 4 North, Range 5 West;
- THENCE, East along said South line of the North 1/2 of Section 27 to the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section 27;
- THENCE, North along said East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 27 to the North line of said Section 27. Said point also being in the existing City limits line of Hesperia;

VVRA Annexation No. 9

- THENCE, East along the North line of Section 27 to the Westerly line of Section 23, Township 4 North, Range 5 West;
- THENCE, North along the Westerly line of Section 23, to the Southwesterly corner of that parcel described per Instrument #86-265217, as recorded on September 15, 1986, Records of San Bernardino County;
- THENCE, Easterly, Northerly and Westerly along the boundary of said parcel to the Northwest corner of said parcel, also being the West quarter corner of Section 23;
- THENCE, North along the Westerly line of Section 23, Township 4, Range 5 West, to the Westerly Caltrans right-of-way of Interstate 15.
- THENCE, Northeasterly along the Westerly Caltrans right-of-way to the TRUE POINT OF BEGINNING.

VVWRA Annexation No. 10

In the County of San Bernardino, State of California, more specifically described as follows:

Sections 1 and 2, Township 6 North, Range 6 West, San Bernardino Meridian; and,

Section 6, Township 6 North, Range 5 West, Section 31, Township 7 North Range 5 West, and Sections 35 and 36, Township 7 North Range 6 West, San Bernardino Meridian; and,

The West 1/2 of the Southwest 1/4 and the Northwest 1/4 of Section 12, Township 5 North, Range 6 West, San Bernardino Meridian; and,

The North 1/2 of Section 19; the North 1/2 of Section 20; the North 1/2 of Section 21; the South 1/2 of the South 1/2 of Section 18; Sections 16 and 17; the East 1/2 and the East 1/2 of the Northwest 1/4 of Section 9, all in Township 5 North, Range 5 West, San Bernardino Meridian; and,

The North 1/2 of Sections 23 and 24, the South 1/2 of the Southeast 1/4 and the Southwest 1/4 of Section 13, the South 1/2 of the South 1/2 and the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 6 West, San Bernardino Meridian.

VVRA Annexation No. 11

In the County of San Bernardino, State of California, more specifically described as follows:

Sections 28, 29, 32, 33 and the South halves of Section 20 and 21, Township 5 North, Range 5 West, San Bernardino Base and Meridian.

Also the North halves of Sections 4 and 5 and the Southeast quarter of said Section 4, Township 4 North, Range 5 West, San Bernardino Base and Meridian.

The North 1/2 of Fractional Section 31, Township 5 North, Range 5 West and the North 1/2 of Section 36, Township 5 North, Range 6 West, San Bernardino Base and Meridian.

Fractional Section 30 and the South one-half of Fractional Section 19, Township 5 North, Range 5 West, San Bernardino Base and Meridian.

VVWRA Annexation No. 12

In the County of San Bernardino, State of California, more specifically described as follows:

Beginning at a point along the south boundary of Section 18 (T4N, R3W) and also being the easterly limit of Mojave River, thence:

Easterly along the south boundary to the southeast corner of said Section 18 (T4N, R3W), thence;

Northerly along the east boundary of Section 18 to the northeast corner of Section 18, (T4N, R3W), thence;

Easterly along the south boundary of Section 8 to the southeast corner of Section 8 (T4N, R3W), thence;

Southerly along the west boundary of Section 16 to the southwest corner of Section 16 (T4N, R3W), thence;

Easterly along the south boundary of Section 16 to the southeast corner of Section 16 (T4N, R3W), thence;

Northerly along the west boundary of Section 15 to the west 1/4 corner of Section 15 (T4N, R3W), thence;

Easterly along the quarter section line of Section 15 to the east 1/4 corner of Section 15 (T4N, R3W), thence;

Northerly along the east boundaries of Section 15, Section 10, and Section 3 to the east 1/4 corner of Section 3 (all within T4N, R3W), thence;

Easterly along the quarter section line of Section 2 to the east 1/4 corner of Section 2 (T4N, R3W), thence;

Northerly along the east boundary of Section 2 to the northeast corner of Section 2 (T4N, R3W), thence;

Northerly along the east boundaries of Section 35, Section 26, Section 23, Section 14, Section 11, and Section 2 to the northeast corner of Section 2 (all within T5N, R3W) thence;

Continuing at the southeast corner of Section 35, and northerly along the east boundaries of Section 35, Section 26, Section 23, Section 14, Section 11, and Section 2 to the northeast corner of Section 2 (all within T6N, R3W), thence;

Westerly along the north boundaries of Section 2, Section 3, Section 4, and Section 5 to the easterly right of way limit of the Interstate 15 Freeway, thence;

VVWRA Annexation No. 12

Southwesterly along the easterly right of way limit of Interstate 15 to the current most northerly limit of the Apple Valley Water District that are within the VVWRA service area (being north boundary of Section 26, T6N, R4W), thence along the current boundary limit as follows;

Easterly along the north boundary of Section 26 to the northeast corner of Section 26 (T6N, R4W), thence;

Southerly along the east boundaries of Section 26 and Section 35 (all within T6N, R4W), to the southeast corner of Section 35, thence;

Easterly along the south boundaries of Section 36 (T6N, R4W) and Section 31 (T6N, R3W), to the southeast corner of Section 31, thence;

Southerly along the west boundary of Section 5 to the southwest corner of Section 5 (T5N, R3W), thence;

Easterly along the south boundary of Section 5 to the southeast corner of Section 5 (T5N, R3W), thence;

Southerly along the west boundary of Section 9 to the west 1/4 corner of Section 9 (T5N, R3W), thence;

Easterly along the quarter section line of Section 9 to the east 1/4 corner of Section 9 (T5N, R3W), thence;

Southerly along the west section line of Section 10 to the southwest corner of Section 10 (T5N, R3W), thence;

Easterly along the south boundary of Section 10 to the southeast corner of Section 10 (T5N, R3W), thence;

Southerly along the east boundaries of Section 15, Section 22, Section 27, and Section 34 to the southeast corner of Section 34 (all within T5N, R3W), thence;

Westerly along the south boundaries of Section 34 and Section 33 to the southwest corner of Section 33 (also being the northeast corner of Section 5, all within T5N, R3W), thence;

Southerly along the easterly boundary of Parcel Map No. 11552 (also being the easterly boundary of Section 5, T5N, R3W) and continued along the centerline of Kiowa Road to the true northeast corner of Parcel No. 4 of Parcel Map 1437, thence;

Westerly along northerly boundary of Parcel No. 4 of Parcel Map 1437 to the northwest corner of said parcel, thence;

Southerly along the westerly boundary of Parcel No. 4 of Parcel Map 1437 to the southwest corner of said parcel, thence;

Westerly along the southerly boundary of Parcel No. 3 of Parcel Map 1437 to the southwest corner of said parcel, thence;

VVWRA Annexation No. 12

Northerly along the westerly boundaries of Parcels No. 3 and No. 2 of Parcel Map 1437 to the northwest corner of Parcel No. 2 (also being the southerly boundary of Parcel Map 11552 and centerline of Sequoia Road), thence;

Westerly along the southerly boundary of Parcel Map 11552 to the southwest corner of Parcel Map 11552, thence;

Northerly along the westerly boundary of Parcel Map 11552 to the northwest corner of said Parcel Map 11552 (also being the East 1/16 corner along the north boundary of Section 5, T4N, R3W), thence;

Westerly along the north boundaries of Section 5 and Section 6 (all within T4N, R3W) to the northwest corner of Section 6 (also being the intersection of Apple Valley Road and Bear Valley Road), thence;

Southerly along the easterly boundary of Parcel Map 8567 to the northwest corner of Parcel Map 9827 (VVWRA Annexations No. 2 and No. 4), thence;

Southerly along the easterly limits of VVWRA Annexations No. 4 and No. 8 (The Entire Jess Ranch Project Area) and along the easterly limit of the Mojave River to the point of Beginning of this Annexation.

The estimated areas annexed into the Victor Valley Wastewater Reclamation Authority boundary is approximately 51.3 square miles.

VVWRA Annexation No. 13

Those portions of Sections 27 and 28 of Township 4 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California described as follows:

Beginning at the Center North 1/16 corner of Section 28, Township 4 North, Range 5 West, San Bernardino Meridian, as shown on parcel Map 8098 filed in Book 84 at Pages 11 through 12 inclusive of Parcel Maps, records of San Bernardino County, said point also being located on the existing City limits line;

THENCE, South along the West line of the East 1/2 of said Section 28 a distance of 3,819 feet, more or less, to a point 141 feet from the South 1/4 corner of said Section 28, said point being the Northwest corner of that certain parcel of and conveyed to Terragrande Inc., by deed recorded in book 6629, page 965, Official Records, in the office of the County Recorder of said County. Said point also being the Southwest corner of that certain parcel of land conveyed to William B. and Betty L. Schoen by deed recorded as Instrument No. 88-453820, Official Records, in the office of the County Recorder of said County;

THENCE, East parallel with the South line of said Southeast 1/4 of said Section 28, 636 feet, more or less, along the South line of said land per said Instrument No. 88-453820, to the West line of that certain parcel of land conveyed to Robert M. and Vivian V. Stroup by deed recorded in book 8616, page 841, Official Records in the office of the Recorder of said County;

THENCE, North parallel with the West line of said Southeast 1/4 50 feet, more or less, along said West line of said land per said book 8618, page 841, to the North line of said land per said book 8618, page 841;

THENCE, East parallel to the South line of said Southeast 1/4 of said Section 28, along said North line per said book 8618, page 841, to the intersection of the centerline of Interstate No. 15;

VVWRA Annexation No. 13

THENCE, Northeasterly along said centerline to the intersection with the centerline of Joshua Street (formerly Palm Avenue) as shown on Cal-trans right-of-way Map No. 987601. Said point also being located in the Northwest 1/4 of Section 27, T4N, R5W and on the existing city limits line;

THENCE, Westerly along the Southerly city limits boundary and the centerline of said Joshua Street as per Cal-trans right-of-way Maps No. 987601 and 987595, the following three (3) courses:

N 57 06' 00" W 614.84' to the beginning of a curve concave to the South having a radius of 800':

Northwesterly 470.68 feet along said curve through a central angle of 33 42' 87":

S 89 11' 23" W 1205.03 feet to its intersection with the centerline of the West Frontage Road of Highway 395;

THENCE, N 0 48' 37" W 389.56 feet more or less along the centerline of said Frontage Road to the South line of the North 1/2 of the Northeast 1/4 of said section 28;

THENCE, West along said South line of the North 1/2 of the Northeast 1/4 of Section 28 to the POINT OF BEGINNING.

VVWRA Annexation No. 14

THOSE PORTIONS OF SECTIONS 1, 2, 3, 9, 10, 11, 14, AND 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER OF SAID SECTION 2; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 2 AND SAID SECTION 1 TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHWEST 1/16 CORNER OF SAID SECTION 1; THENCE EASTERLY ALONG THE NORTH 1/16 LINE OF SAID SECTION 1 TO THE CENTER NORTH 1/16 CORNER THEREOF; THENCE SOUTHERLY ALONG THE NORTH - SOUTH CENTER SECTION LINE OF SAID SECTION 1 TO THE CENTER 1/4 CORNER THEREOF; THENCE EASTERLY ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 1 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE 15; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE NORTH 1/16 LINE OF SAID SECTION 14; THENCE WESTERLY ALONG SAID NORTH 1/16 LINE AND THE NORTH 1/16 LINE OF SAID SECTION 15 TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 15; THENCE SOUTHERLY ALONG THE EAST 1/16 LINE OF SAID SECTION 15 TO ITS INTERSECTION WITH THE CENTERLINE OF IMPROVEMENTS OF THE CALIFORNIA AQUEDUCT; THENCE NORTHWEST ALONG SAID CENTERLINE THROUGH ITS VARIOUS COURSES TO THE WEST LINE OF SAID SECTION 9; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID SECTION 9; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 9 TO THE NORTHEAST CORNER THEREOF, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 3 TO THE NORTHWEST CORNER THEREOF, BEING THE POINT OF BEGINNING.

EXHIBIT "B"
DESCRIPTION OF REAL PROPERTY
OWNED BY

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

The East one-half of the South-West one-quarter; the South-east one-quarter of the North-west one-quarter; the West one-half of the South-east one-quarter; the West one-half of the North-east one-quarter; the West one-half of the East one-half of the North-east one-quarter; and the West one-half of the East one-half of the South-east one-quarter; all in Section 12, Township 6 North, Range 5 West, San Bernardino Meridian in the County of San Bernardino, State of California, according to the official plat thereof.

JOINT EXERCISE OF POWERS AGREEMENT
CREATING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

THIS AGREEMENT is made and entered into by and between the public agencies herein designated as "eligible public agencies."

R E C I T A L S

WHEREAS, each of the parties hereto is a public agency authorized and empowered to contract for the joint exercise of powers under Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code of the State of California; and,

WHEREAS, each of said parties has the authority and power to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries; and,

WHEREAS, the parties hereto recognize the immediate necessity for planning, construction, operation, and maintenance of works and facilities for collection, transmission, treatment, disposal and/or reclamation of sewage, wastes, and waste waters to protect water quality and to abate water pollution within the Victor Valley area of the Mojave River Watershed.

COVENANTS

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto agree as follows:

A. GENERAL

1. Creation of Agency. There is hereby created a public agency to be known as the "VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY," herein called "Agency." The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code of the State of California relating to the joint exercise of powers common to public agencies (hereinafter referred to as the "Act"). For the purposes of this Agreement, the Agency is a public agency separate from the parties hereto.

2. Territorial Boundaries. The geographical area encompassed within the territorial boundaries of the Agency shall be coextensive with the boundaries of Mojave Water Agency Improvement District No. 1, plus all the real property owned or utilized for the construction and operation of the Victor Valley Regional Wastewater Reclamation Project, all as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The territorial boundaries may be changed from time to time upon the approval of two-thirds

(2/3) of the members of this Agency.

3. Purpose. The purpose of this Agreement is to create a public agency to undertake and implement the common power of undertaking projects for water quality control and protection and water pollution abatement in the Victor Valley area of the Mojave River Watershed, including development of waste treatment management plans for the Victor Valley area within the Mojave Watershed, and construction, operation, and maintenance of works and facilities for collection, transmission, treatment, disposal and/or reclamation of sewage, wastes, and waste waters by utilizing funds derived from operation and maintenance of the wastewater system, Mojave Water Agency I.D. No. 1 funds, grants received from Federal and/or State government, funds obtained by issuing bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to said projects, and funds from any other source derived.

4. Powers. The Agency shall have the power, in its own name, to do any and all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To incur debts, liabilities or obligations;

(f) To issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of the Agency;

(g) To apply for, receive and utilize grants and loans from Federal or State government or from any other source available;

(h) To sue and be sued in its own name, provided that the Agency shall not commence or intervene in any lawsuit without the approval of two-thirds (2/3) of its members; and provided further that the Agency shall not commence or intervene in any water adjudication lawsuit;

(i) To exercise jointly the common power of the parties hereto set forth in paragraph 3 hereof;

(j) To assume responsibility for the construction, operation and maintenance, financing, and any other phase of the Victor Valley Regional Wastewater Reclamation Project, all as more particularly described in the Mojave Water Agency Service Agreement dated November 23, 1976, and in Mojave Water Agency Resolution No. 282-75, dated April 22, 1975;

(k) To enter an agreement with the United States of America, or any agency or department thereof, for the purpose of including the George Air Force Base Military Reservation as a participant in the Victor Valley Regional Wastewater Reclamation Project and providing for

payment of their proportionate share of the capital and operation and maintenance costs thereof. While any such agreement is in good standing, George Air Force Base shall be entitled to one (1) non-voting representative to the governing body of the Agency.

(1) To have such other powers as are now or may hereafter be conferred by law upon Joint Powers Authorities, in general.

The powers herein enumerated shall be exercised, to the extent not herein specifically provided for, in the manner and according to the methods provided under the laws and/or charters under which the parties hereto have been created and are governed, except to the extent of any conflict therein, and in case of any such conflict, then in accordance with applicable provisions of California Law relating to Joint Powers Authorities, in general.

5. Eligible Public Agencies. The public agencies eligible to become parties to this Agreement and members of the Agency are specified as follows:

- (a) Mojave Water Agency;
- (b) The City of Victorville, California;
- (c) Victorville Sanitary District;
- (d) Apple Valley County Water District;
- (e) Hesperia County Water District;
- (f) The City of Adelanto, California;

(g) County Service Area #42 (oro Grande);

(h) Such other public agencies as may hereafter be declared eligible by unanimous vote of existing members.

The eligible public agencies shall become parties and members of the Agency upon execution of this Agreement and any addenda, amendment or supplement hereto.

6. Effective Date. This Agreement shall become effective and the Agency shall be created when the governing bodies of all of the eligible public agencies shall have authorized execution of this Agreement and the same has been executed by all parties.

In connection with the admission of any additional eligible public agency after formation of the Agency, each of the existing members and the prospective member or members shall execute a memorandum specifying the obligations of the prospective member for contributions toward past and present agency and project expenditures.

7. Governing Body. This Agreement and this Agency created hereby shall be administered by the governing body of the Agency which shall be known as the "Commission for the Victor Valley Wastewater Reclamation Authority," herein called "Commission." Subject to the reserved powers of the parties hereto, the powers and functions of the Agency shall be exercised by and through the Commission. Each Commissioner

and alternate Commissioner must reside within the territorial boundaries of this Agency to be eligible to serve in this capacity, provided, however, that, in the case of the Mojave Water Agency, if each of the parties who is otherwise qualified to serve as a Commissioner or alternate Commissioner resides outside such boundaries, such entity may designate and appoint a representative from its governing body, who is responsible to the voters within the boundaries of this Agency, to serve until an otherwise qualified resident Commissioner may be appointed.

B. MEMBERSHIP

8. Reserve Power of Members. Except as provided hereinafter in the provisions concerning the general budget, each member of the Agency expressly possesses and reserves to itself final and absolute discretion to approve or disapprove prior to commitment, any and all expenditures or other financial obligation by the Agency which are proposed to be chargeable against such member. All special project budgets shall be subject to the prior approval by each member, to the extent that such budget may impose any financial liability on such member.

9. Withdrawal of Membership. Any member of the Agency shall have the right to withdraw its membership upon serving written notice of intention thereof on all other members at least one hundred and twenty (120) days before the

close of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing public agency from any financial obligations theretofore incurred by it under this Agreement.

10. Vote or Assent of Members. The vote, assent or approval of members in any matter requiring such vote, assent or approval hereunder shall be evidenced by a certified copy of the resolution or minute order of the governing body of such member, filed with the Agency.

11. Designation of Commissioners. Upon the effective date of this Agreement, each party shall designate and appoint, by resolution of its governing body, one member of its governing body, its General Manager, or, in the case of County Service Area #42, a designated representative, to act as its Commissioner on the Commission and one such individual to act as its alternate Commissioner. During any absence of the Commissioner, the alternate Commissioner shall act in his place. Each Commissioner and alternate Commissioner shall hold office from the first meeting of each odd-numbered year for a period of two (2) years, or until his successor is selected. Commissioners and alternate Commissioners shall, however, serve at the pleasure of the governing body of the appointing member and may be removed at any time, with or without cause, in the sole discretion of said member's governing body.

C. COMMISSION

12. Meetings. Regular meetings of the Commission shall be held monthly. At its first meeting, the Commission shall provide for the time and place of holding its regular meetings. Special meetings may be called at the request of the chairman or of a majority of the Commission. Notice of all meetings shall be furnished in writing to each Commissioner and member agency at least forty-eight (48) hours prior to the time appointed for the meeting.

13. Quorum. A majority of the Commissioners shall constitute a quorum for purposes of transacting business.

14. Majority Vote. Except as otherwise provided herein, all actions of the Commission shall be passed upon the affirmative vote of a majority of the members of the Commission. Each member of the Agency shall have one (1) equal vote, to be exercised by its designated Commissioner (or alternate as the case may be); provided, however, that, should any member merge with or assume responsibility for the services provided by another member, the votes shall also merge and shall thereafter be exercised as one vote.

15. Minutes. The Secretary of the Agency shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Commission and shall cause a copy of said minutes to be forwarded to each member of the Agency and of the Commission.

16. Compensation. Each Commissioner and alternate Commissioner shall receive compensation in an amount not to exceed fifty dollars (\$50.00) for each meeting of the Commission attended by him, which amount shall be fixed from time to time by the Commission, but shall not exceed the amount allowed by law for members of the Board of the Mojave Water Agency, pursuant to the Mojave Water Agency Law, California Water Code Appendix Section 97-1, et seq., as it may be amended from time to time. No Commissioner or alternate Commissioner shall receive compensation for more than two (2) meetings in any calendar month. If allowed by the Commission, a Commissioner or alternate Commissioner shall also receive traveling and other expenses incurred by him on Agency business at the request of the Commission.

17. Public Meetings. All meetings of the Commission shall be open to the public and shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act being Sections 54950, et seq., of the Government Code.

18. Rules. The Commission may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

19. General and Special Projects. Except for preliminary studies and matters of general administration, the Agency shall function through the identification and implementation of general and special projects. A general project involves all

members of the Agency. A special project may involve all or less than all members of the Agency. No member shall be involved in any special project without its approval. A separate budget and agreement of the parties shall be established for each project, which shall determine the respective obligations, functions, and rights of the members involved and of the Agency. The general project of the Agency is construction and operation of the Victor Valley Regional Wastewater Reclamation Project, together with acquisition of and use of appropriate treatment facilities, and construction and operation of interceptor sewers to each and every participating community. To the extent that any special project is undertaken which affects less than all members of the Agency, the Commissioners representing each of the members who will be involved in said project shall be and constitute a Project Committee of the Commission for purposes of administration and implementation of such project. All budget and operating decisions with regard to any special project shall require the unanimous consent of the members of the Project Committee or of the Agency, as the case may be.

20. Committees. Committees, comprised of Commission members, may be formed for any purpose by appointment by the chairman or majority vote of all Commission members, to serve on an annual basis. A committee of Commissioners comprised of the representatives of those members who are actually using the wastewater reclamation system for the processing of wastewater

shall be formed to monitor operation of the system and recommend policies and procedures to the Commission concerning operation of the system.

21. Powers and Limitations. All of the power and authority of the Agency shall be exercised by the Commission, subject, however, to the reserved right of members with regard to approval of budgets and assumption of financial obligations, as described in this Agreement.

D. OFFICERS

22. Officers. There shall be selected from the membership of the Commission a chairman, vice-chairman and secretary who shall stand for election annually at the first regular meeting of each new fiscal year.

The treasurer of the City of Victorville, California, shall be the treasurer of the Agency, to be the depository and have custody of all money of the Agency from whatever source; provided, that the Commission may at any time select another treasurer. Said Commission shall also select a controller, who shall be of the same public agency as treasurer, and who shall draw all warrants to pay demands against the Agency approved by the Commission.

23. Additional Officers and Employees. The Commission shall have the power to appoint such additional officers and to employ such additional employees and assistants as may be appropriate.

24. Duties of Officers and Employees. Each and all of said officers, employees and assistants shall serve under rules established by the Commission and shall perform such duties and shall have such powers as the Commission may determine.

25. Bonds. The public office or officers or persons who have charge of, handle or have access to any property of the Agency shall file an official bond in an amount to be fixed by the parties to this Agreement.

E. BUDGET PROCEDURES

26. General Budget. Annually at the May meeting of the Commission, a general budget shall be adopted for the ensuing fiscal year. The budget shall be prepared in sufficient detail to constitute an operating outline for the source and amount of funds available to the Agency and expenditures to be made during the ensuing year for those administrative and study matters and for the general project involving all members of the Agency. Said budget shall be adopted by a majority of the Commissioners in attendance, subject to the approval of a majority of the members of the Agency.

27. Approval of General Budget. Each general budget adopted by the Commission must be approved and shall be deemed effective upon the receipt by the Agency of certified copies of approving resolutions or minute orders by the governing bodies of a majority of the members of the Agency. Until such

time as said formal approval has been received from a majority of the members of the Agency, said budget shall constitute merely a proposed budget, subject to consideration or revisions.

28. Special Project Budgets. The budget or other commitment of funds for the study, implementation or construction of any special project of the Agency shall be adopted by the Project Committee of the Commission concerned with the special project. Each such special project budget or commitment must be approved by the unanimous consent of the members represented on the Project Committee of the Commission, or by all members of the Agency if all are involved in the special project.

29. Approval of Special Project Budgets. Each special project budget or commitment must be approved and shall be deemed operative only upon express approval by the members participating in the special project as evidenced by a certified copy of a resolution or minute order of the governing boards of such participating members.

30. Failure to Approve General Budget. If a majority of the members fail or refuse to approve any general budget of the Agency, said budget shall be returned to the Commission for restudy and revision. In the event a budget acceptable to a majority of the members is not obtained prior to the start of the fiscal year, the Agency may continue to operate at the level of expenditure authorized by the last approved general budget.

31. Expenditures Within Approved Budgets. All

expenditures within the designations and limitations of approved general or special project budgets shall be made on the authorization of a majority of the Commission or the Project Committee of the Commission which is supervising such expenditure. No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget which may from time to time be submitted.

F. SOURCES OF AGENCY FUNDS

32. Sources of Funds. The anticipated sources of funds available to the Agency are as follows:

(a) Funds derived from operation and maintenance of the wastewater system;

(b) Mojave Water Agency I.D. No. 1 bond and tax funds;

(c) Grants received by this Agency and by the Mojave Water Agency from Federal and/or State government;

(d) Funds obtained by issuing bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to Agency projects;

(e) Funds from any other source derived.

Promptly following its creation, the Agency shall arrange for its receipt of such funds from the above sources as are available to it and are necessary for the conduct of current Agency affairs. All funds available to the Agency shall be utilized for Agency projects and purposes in accordance with

the terms of the budget procedures contained in this Agreement.

33. Operation and Maintenance Charges. The cost of operation and maintenance of the entire wastewater reclamation system shall be allocated between "fixed costs," representing those expenses inherent in the ownership and existence of the facilities, whether or not wastewater is being processed, and "variable costs," representing the actual increased costs attributable to the processing of wastewater through the facilities.

Until such time as the sewer systems of all members identified below are connected to the wastewater system by functioning interceptors, or until such time that the average monthly flow into the sewer plant reaches 3.0 million gallons per day (3.0 MGD), whichever shall first occur, the "fixed costs" shall be borne by the following member-users in the percentages indicated:

<u>Member</u>	<u>Percent of Fixed Cost</u>
The City of Adelanto, California	3 1/3
Apple Valley County Water District	20 1/3
Hesperia County Water District	24 1/3
County Service Area #42 (Oro Grande)	1 1/3
The City of Victorville, California, or Victorville Sanitary District, whichever is responsible for sewer service in the Victorville area	50 2/3

Each user shall participate in the "variable cost" of operating and maintaining the wastewater reclamation system in the proportion that the total volume of wastewater emanating from the sewer system of such user bears to the total volume of wastewater processed by the system. When the systems of all the above members are connected by functioning interceptors or the 3.0 MGD limit referred to above is reached and maintained, whichever shall first occur, both "fixed costs" and "variable costs" shall thereafter be borne in this proportion, and the allocation of "fixed costs" as listed above shall thereupon terminate.

A projected breakdown of fixed and variable costs applicable to operation and maintenance of the wastewater system is attached hereto as Exhibit "B" and incorporated herein by this reference. The figures and categories of expenditure contained in Exhibit "B" are not exact but represent the best estimate now available.

G. ACCOUNTING AND AUDITS

34. Fiscal Year. The fiscal year of the Agency shall be from July 1, to and including June 30, following.

35. Accounting Procedures. Full books and accounts shall be maintained for the Agency in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Controller and Treasurer of the Agency shall

comply strictly with the requirements of the statutes governing joint powers agencies, Chapter 5, Division 7, Title 1, of the Government Code, commencing with Section 6500.

36. Audit. The records and accounts of the Agency shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller, and each member of the Agency no later than fifteen (15) days after receipt of said audit by the Commission.

H. BOND FINANCING

37. Revenue Bonds. The Agency shall have the power and authority to issue revenue bonds in accordance with the procedures and requirements specified as follows:

(a) Article 2, Chapter 5, Title 1, Division 7, of the Government Code commencing with Section 6540;

(b) Chapter 6, Title 5, Division 2, of the Government Code commencing with Section 54300;

(c) Chapter 6.5, Title 5, Division 2, of the Government Code commencing with Section 54725.

The foregoing revenue bonds may be issued for any project specified in paragraph 3 herein; provided, that two (2) or more members of the Agency shall participate in such project. Issuance of any such revenue bonds shall be subject to the approval of all members of the Agency.

I. PROPERTY RIGHTS AND LIABILITIES

38. Property Rights. Except as provided herein, the

assets acquired by the Agency during the course of its operations under the terms of this Agreement shall be the assets of the Agency alone, and not of the parties to this Agreement.

39. Liabilities. Except as provided herein, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not of the parties to this Agreement.

J. RESCISSION OR TERMINATION

40. Term. The Agency shall continue until this Agreement is rescinded or terminated as herein provided.

41. Rescission or Termination. This Agreement may be rescinded and the Agency terminated by written consent of a majority of the members evidenced by a certified copy of a resolution of their governing bodies; provided, however, that no such termination shall relieve the Agency from any financial obligations theretofore incurred by it while operating under this Agreement.

42. Disposition of Assets on Termination. Upon termination, all of the assets of the Agency, including any charges then due, shall be transferred, subject to any outstanding Agency obligations, to whatever entity shall have been formed and is ready to perform the services of regional wastewater treatment disposal and wastewater reclamation for the constituent members and users of the system.

K. MISCELLANEOUS

43. Arbitration. If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action may be submitted to binding arbitration, if all of the parties agree to do so. For such purpose, an agreed arbitrator shall be selected by all members of the Commission, or in the absence of agreement, the Commission by majority vote shall select an arbitrator and the member or members in dissent shall select an arbitrator and the arbitrators shall select a third arbitrator. The arbitrator, or three (3) arbitrators acting as a panel, shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 (Sections 1280, et seq.) of the Code of Civil Procedure.

44. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each member of the Agency.

45. Validity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the

fullest extent permitted by law.

46. Amendment. This Agreement shall contain all of the terms and conditions made between the parties hereto and shall not be amended except by an agreement in writing signed by all parties.

47. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

48. Assignment. The parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all other parties.

49. Additional Documents. The parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement, including, but not limited to, execution of an agreement with the Mojave Water Agency providing for the assignment of the November 23, 1976, Service Agreements and transfer of I.D. No. 1 funds and assets, so that this Agency may assume control over the Victor Valley Regional Wastewater Reclamation Project.

50. Law Governing. This Agreement is made in the State of California under the Constitution and Laws of such State and is to be so construed.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement on the day and year hereinafter indicated.

MOJAVE WATER AGENCY

By: *Gene R. Paines*
President

(SEAL)

DATED: *Dec 13, 1977*

By: *William C. ...*
Secretary

THE CITY OF VICTORVILLE, CALIFORNIA

By: *Hubert ...*
Mayor

(SEAL)

DATED: *December 13, 1977*

By: *Jane Rose*
City Clerk

VICTORVILLE SANITARY DISTRICT

By: *Robert L. Dolch*
President

(SEAL)

DATED: *Dec 13 1977*

By: *Robert ...*
Secretary

APPLE VALLEY COUNTY WATER DISTRICT

By: *Kenneth L. Bechtold*
President

(SEAL)

DATED: *December 13, 1977*

By: *Thomas ...*
Secretary

HESPERIA COUNTY WATER DISTRICT

By: Daniel J. Solomon
President

(SEAL)

DATED: DEC 12, 1977

By: Walter C. Spaulding
Secretary

THE CITY OF ADELANTO, CALIFORNIA

By: Walter C. F. Hollis
Mayor

(SEAL)

DATED: Dec. 13, 1977

By: Mary Jane Coughlin
City Clerk

COUNTY SERVICE AREA #42 (ORO GRANDE)

(SEAL)

DATED: December 12, 1977

By: Robert O. Townsend
ROBERT O. TOWNSEND, Chairman of
the Board of Supervisors of
San Bernardino County, acting in
its capacity as the governing
body of County Service Area #42

Attest:

Nancy R. Patten
Deputy Clerk of the Board

APPROVED AS TO FORM

DATE: Dec 12, 1977

M. CRANE KITCHEL COUNTY COUNSEL
SAN BERNARDINO COUNTY, CALIFORNIA

BY: Walter C. Hollis, DEPUTY

1 LEGAL DESCRIPTION OF BOUNDARIES

2 for

3 IMPROVEMENT DISTRICT NUMBER "1"

4 of the

5 MOJAVE WATER AGENCY

6 There is hereby created a district to be known and desig-
7 nated as the Mojave Water Agency Improvement District Number "1"

8 The territory of the district shall be the following area:

9 Beginning at the Northwest corner of Section 13, Township
10 6N, Range 6W, San Bernardino Base & Meridian, and continuing
11 Easterly along the North section lines of said Section 13, T6N,
12 R6W, SBB&M, and Sections 18, 17, 16, 15, 14 and 13 of T6N, R5W,
13 SBB&M and Section 18 of T6N, R4W, SBB&M, to the Northeast corner
14 of said Section 18;

15 Thence Southerly along the East line of Section 18 & 19
16 of T6N, R4W, SBB&M, to the Southeast corner of said Section 19;

17 Thence Easterly along the North line of Sections 29, 28,
18 27 & 26, T6N, R4W, SBB&M, to the Northeast corner of said Section
19 26;

20 Thence Southerly along the East line of Sections 26 & 35,
21 T6N, R4W, SBB&M, to the Southeast corner of said Section 35;

22 Thence Easterly along the North line of Section 1, T5N,
23 R4W, SBB&M, and Section 6, T5N, R3W, SBB&M, to the Northeast
24 corner of said Section 6.

25 Thence Southerly along the East line of Section 6, T5N,
26 R3W, SBB&M, to the Southeast corner of said Section 6;

27 Thence Easterly along the North line of Section 8, T5N,
28 R3W, SBB&M, to the Northeast corner of said Section 8;

1 Thence Southerly along the East line of Section 8, T5N,
2 R3W, SBB&M, to the half-section line of said Section 8;

3 Thence Easterly along the half-section line of Section 9;
4 T5N, R3W, SBB&M, to the East section line of said Section 9;

5 Thence Southerly along the East line of Section 9, T5N,
6 R3W, SBB&M, to the Southeast corner of said Section 9;

7 Thence Easterly along the North line of Section 15, T5N,
8 R3W, SBB&M, to the Northeast corner of said Section 15;

9 Thence Southerly along the East line of Sections 15, 22,
10 27 & 34, T5N, R3W, SBB&M, to the Southeast corner of said Section
11 34;

12 Thence Westerly along the South line of Sections 34, 33,
13 32 & 31, T5N, R3W, SBB&M, and continuing along the South line of
14 Section 36, T5N, R4W, SBB&M, to a point where it intersects with
15 the center line of the Mojave River;

16 Thence South-southeasterly along the center line of the
17 Mojave River to a point where said center line of the Mojave
18 River meets with South line of Section 36, T4N, R4W, SBB&M;

19 Thence Westerly along the South line of Sections 36 & 35,
20 T4N, R4W, SBB&M, to the Southwest corner of said Section 35;

21 Thence Southerly along the East line of Section 3, T3N,
22 R4W, SBB&M, to the Southeast corner of said Section 3;

23 Thence Westerly along the South line of Sections 3, 4, 5
24 & 6 of T3N, R4W, SBB&M, to the Southwest corner of said Section 6;

25 Thence Northerly along the West line of Section 6, T3N,
26 R4W, SBB&M, to the Northwest corner of said Section 6;

27 Thence Westerly along the South line of Sections 36, 35, 34
28 and 33, T4N, R5W, SBB&M, to the point where the South line of said

1 Section 33 meets the center line of Interstate Highway 15;

2 Thence North-northeasterly along the center line of Inter-
3 state Highway 15 to a point where said center line meets the South
4 line of Section 31, T5N, R4W, SBB&M;

5 Thence Westerly along the South line of Section 31, T5N,
6 R4W, SBB&M, and continuing Westerly along the South line of Section
7 36, T5N, R5W, SBB&M, to the Southwest corner of said Section 36;

8 Thence Northerly along the West line of Section 36, T5N,
9 R5W, SBB&M, to the Northwest corner of said Section 36;

10 Thence Westerly along the South line of Section 26, T5N,
11 R5W, SBB&M, to the Southwest corner of said Section 26;

12 Thence Northerly along the West line of Section 26, T5N,
13 R5W, SBB&M, to the half-section line of said Section 26;

14 Thence Westerly along the half-section line of Section 27,
15 T5N, R5W, SBB&M, to the West line of said Section 27;

16 Thence Northerly along the West line of Sections 27, 22,
17 15 & 10, T5N, R5W, SBB&M, to the Northwest corner of said Section
18 10;

19 Thence Westerly along the South line of Sections 4, 5 & 6,
20 T5N, R5W, SBB&M, and Section 1, T5N, R6W, SBB&M, to the Southwest
21 corner of said Section 1;

22 Thence Northerly along the West line of Section 1, T5N,
23 R6W, SBB&M, to the Northwest corner of said Section 1;

24 Thence Westerly along the South line of Section 36, T6N,
25 R6W, SBB&M, to the Southwest corner of said Section 36;

26 Thence Northerly along the West line of Section 36, 25, 24 &
27 13, T6N, R6W, SBB&M, to the Northwest corner of said Section 13,
28 said point being the point of beginning.

DESCRIPTION OF REAL PROPERTY

OWNED BY ID #1

The East one-half of the South-West one-quarter; the South-east one-quarter of the North-west one-quarter; the West one-half of the South-east one-quarter; the West one-half of the North-east one-quarter; the the West one-half of the East one-half of the North-east one-quarter; and the West one-half of the East one-half of the South-east one quarter; all in Section 12, Township 6 North, Range 5 West, San Bernardino Meridian in the County of San Bernardino, State of California, according to the official plat thereof.

* * * * *

Exhibit "A"

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
CREATING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

The Joint Exercise of Powers Agreement Creating the Victor Valley Wastewater Reclamation Authority, executed and effective December 13, 1977, is hereby amended in the following respects, only:

Paragraphs 21, 26, 27 and 30 of said Agreement are modified to read as follows:

21. Powers and Limitations. All of the power and authority of the Agency shall be exercised by the Commission, subject, however, to the reserved right of members with regard to approval of special project budgets and assumption of financial obligations, as described in this Agreement.

26. General Budget. Annually at the May meeting of the Commission, a general budget shall be adopted for the ensuing fiscal year. The budget shall be prepared in sufficient detail to constitute an operating outline for the source and amount of funds available to the Agency and expenditures to be made during the ensuing year for those administrative and study matters and for the general project involving all members of the Agency. Said budget shall be adopted by a majority of the Commissioners in attendance, subject to the approval of a majority of the members of the Agency Commission.

27. Approval of General Budget. Each general budget adopted by the Commission must be approved and shall be deemed effective upon the ~~receipt-by-the-Agency-of-certified-copies-of approving-resolutions-or-minute-orders-by-the-governing-bodies~~ affirmative vote of a majority of the members of the Agency Commission. Until such time as said formal approval has been received from a majority of the members of the Agency Commission, said budget shall constitute merely a proposed budget, subject to consideration or revisions.

30. Failure to Approve General Budget. If a majority of the members of the Commission fail or refuse to approve any general budget of the Agency, said budget shall be returned to the Commission for restudy and revision. In the event a budget acceptable to a majority of the members of the Commission is not obtained prior to the start of the fiscal year, the Agency may continue to operate at the level of expenditure authorized by the last approved general budget.

In all other respects said Agreement shall remain in full force and effect as originally executed.


IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Joint Exercise of Powers Agreement on the day and year hereinafter indicated.

MOJAVE WATER AGENCY

(SEAL)

BY: 

President

DATED: Feb. 8, 1978 

BY: 

Secretary

THE CITY OF VICTORVILLE, CALIFORNIA

(SEAL)

By: *Umberto Lopez*
Mayor

DATED: March 7, 1978

By: *John Rose*
City Clerk

VICTORVILLE SANITARY DISTRICT

(SEAL)

By: *Robert L. Dolch*
President

DATED: February 24, 1978

By: *Ken Suter*
Secretary

APPLE VALLEY COUNTY WATER DISTRICT

(SEAL)

By: *Kenneth H. Bechtold*
President

DATED: Feb. 28, 1978

By: *James Maurer*
Secretary

HESPERIA COUNTY WATER DISTRICT

(SEAL)

By: *David P. Solomon*
President

DATED: February 13, 1978

By: *Walter C. Shaden*
Secretary

THE CITY OF ADELANTO, CALIFORNIA

(SEAL)

By: *Hastell J. Hollis*
Mayor

DATED: March 15, 1978

By: *Mary Jane Coughlin*
City Clerk

COUNTY SERVICE AREA #42 (ORO GRANDE)

(SEAL)

DATED: MAR 6 1978

By:

Robert O. Townsend

ROBERT O. TOWNSEND, Chairman of
the Board of Supervisors of San
Bernardino County, acting in its
capacity as the governing body
of County Service Area #42

SECOND AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
CREATING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

The Joint Exercise of Powers Agreement Creating the Victor Valley Wastewater Reclamation Authority, executed and effective December 13, 1977, and amended March 15, 1978, is hereby further amended in the following respects only:

Paragraphs 5, 11, 14, and 33 of said Agreement are modified to read as follows:

"5. Eligible Public Agencies. The public agencies eligible to become parties to this Agreement and members of the Agency are specified as follows:

- (a) Mojave Water Agency;
- (b) The City of Victorville, California;
- (c) Victorville Sanitary District;
- (d) Apple Valley County Water District;
- (e) Hesperia County Water District;
- (f) The City of Adelanto, California;
- (g) County Service Area #42 (Oro Grande), and County Service Area #64 (Spring Valley Lake);
- (h) Such other public agencies as may hereafter be declared eligible by unanimous vote of existing members.

The eligible public agencies shall become parties and members of the Agency upon execution of this Agreement and any addenda, amendment, or supplement hereto.

11. Designation of Commissioners. Upon the effective date of this Agreement, each party shall designate and appoint,

by resolution of its governing body, one member of its governing body, its General Manager, or, in the case of County Service Area #42, and County Service Area #64, which will share a single representative between them, a designated representative, to act as its Commissioner on the Commission and one such individual to act as its alternate Commissioner. During any absence of the Commissioner, the alternate Commissioner shall act in his place. Each Commissioner and alternate Commissioner shall hold office from the first meeting of each odd-numbered year for a period of two (2) years, or until his successor is selected. Commissioners and alternate Commissioners shall, however, serve at the pleasure of the governing body of the appointing member and may be removed at any time, with or without cause, in the sole discretion of said member's governing body.

14. Majority Vote. Except as otherwise provided herein, all actions of the Commission shall be passed upon the affirmative vote of a majority of the members of the Commission. Each member of the Agency shall have one (1) equal vote, to be exercised by its designated Commissioner (or alternate as the case may be); provided, however, that, should any member merge with or assume responsibility for the services provided by another member, the votes shall also merge and shall thereafter be exercised as one vote; and, provided further, that County Service Area #42 and County Service Area #64, which share a single representative between them, shall likewise have only one (1) vote between them, to be exercised as a single unit by their designated Commissioner (or alternate, as the case may be).

33. Operation and Maintenance Charges. The cost of operation and maintenance of the entire wastewater reclamation system shall be allocated between "fixed costs," representing those expenses inherent in the ownership and existence of the facilities, whether or not wastewater is being processed, and "variable costs," representing the actual increased costs attributable to the processing of wastewater through the facilities.

Until such time as the sewer systems of all members identified below are connected to the wastewater system by functioning interceptors, or until such time that the average monthly flow into the sewer plant reaches 3.0 million gallons per day (3.0 MGD), whichever shall first occur, the "fixed costs" shall be borne by the following member-users in the percentages indicated:

<u>Member</u>	<u>Percent of Fixed Costs</u>
The City of Adelanto, California	3 1/3
Apple Valley County Water District	20 1/3
Hesperia County Water District	24 1/3
County Service Area #42 (Oro Grande)	1 1/3
The City of Victorville, California, or Victorville Sanitary District, whichever is responsible for sewer service in the Victorville Area, and County Service Area #64 (Spring Valley Lake)	50 2/3

(The portion of the 50 2/3 of fixed cost allocable to Victorville/VSD and to CSA #64 shall be determined monthly in the same proportion that their wastewater flow into the regional facility bears to one another [i.e. if CSA #64's flow is 10% of the combined total flow of both entities, then CSA #64 will pay 10% of the 50 2/3 fixed cost fee and Victorville/VSD will pay 90% thereof].)

Each user shall participate in the "variable cost" of operating and maintaining the wastewater reclamation system in the proportion that the total volume of wastewater emanating from the sewer system of such user bears to the total volume of wastewater processed by the system. When the systems of all the above members are connected by functioning interceptors or the 3.0 MGD limit referred to above is reached and maintained, whichever shall first occur, both "fixed costs" and "variable costs" shall thereafter be borne in this proportion, and the allocation of "fixed costs" as listed above shall thereupon terminate.

A projected breakdown of fixed and variable costs applicable to operation and maintenance of the wastewater system is attached hereto as Exhibit "B" and incorporated herein by this reference. The figures and categories of expenditure contained in Exhibit "B" are not exact but represent the best estimate now available."

In all other respects said Agreement shall remain in full force and effect as originally executed and previously modified by the first amendment thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Joint Exercise of Powers Agreement on the day and year hereinafter indicated, making same effective upon the date signed by the last of all parties hereto.

MOJAVE WATER AGENCY

(SEAL)

By: *William M. Miller*
President

By: *Robert E. Rittman*

THE CITY OF VICTORVILLE, CALIFORNIA,
and VICTORVILLE SANITARY DISTRICT

(SEAL)

By: *Juan C. de Blas*
Mayor

DATED: *February 27, 1984*

By: *Paula Porter*
City Clerk

APPLE VALLEY COUNTY WATER DISTRICT

(SEAL)

By: *Paul J. Baly*
President

DATED: *February 27, 1984*

By: *Francis Russell, Jr.*
Secretary

HESPERIA WATER DISTRICT,
formerly known as
HESPERIA COUNTY WATER DISTRICT

(SEAL)

By: *Richard L. Martin*
President

DATED: March 6, 1984

By: *H. Collins*
Secretary

THE CITY OF ADELANTO, CALIFORNIA

(SEAL)

By: *Charles J. Foster*
Mayor

DATED: *March 6, 1984*

By: *Eunice S. Cuckett*
City Clerk

COUNTY SERVICE AREA #42 (ORO GRANDE)

(SEAL)

DATED: JAN 09 1984

By: *Cal McElwain* CAL McELWAIN
Chairman of the Board of
Supervisors of San Bernardino
County, acting in its capacity
as the governing body of County
Service Area #42

County Council
Approved 1-13-84
By *Edward ...*
Deputy

COUNTY SERVICE AREA #64 (SPRING VALLEY LAKE)

(SEAL)

DATED: JAN 09 1984

By: *Cal McElwain* CAL McELWAIN
Chairman of the Board of
Supervisors of San Bernardino
County, acting in its capacity
as the governing body of County
Service Area #54

THIRD AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
CREATING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

The Joint Exercise of Powers Agreement Creating the Victor Valley Wastewater Reclamation Authority, executed and effective December 13, 1977, and amended March 15, 1978, and March 6, 1984, is hereby further amended in the following respects only:

Paragraphs 2.1 and 2.2 are added to read as follows:.

"2.1 Annexation. Annexations to the territorial boundaries of this Agency shall be subject to the condition that the taxable property, excluding personal property, within the annexation shall be liable for payment of all costs incident to annexation and annexation fees which would reimburse this Agency for all taxes, assessments or other similar charges associated with the Regional Wastewater System, which would have been levied had the property in question been included within the boundaries of this Agency and the boundaries of Mojave Water Agency Improvement District #1 from the inception thereof, plus interest thereon at the legal rate in effect at the time of the annexation, plus all costs incident to such annexation as determined by this Agency. Regional Connection Fees shall be paid in annexed areas without regard to when the property was developed.

"2.2 Contract Service. Upon the approval of two-thirds (2/3) of the members of this Agency, temporary or limited contractual service from the Regional Wastewater System may be made available to areas within or without the boundaries of this Agency from time to time upon such terms and conditions, including provision for payment of fees and charges, as this

Agency may establish."

In all other respects said Agreement shall remain in full force and effect as originally executed and previously modified by the first and second amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Joint Exercise of Powers Agreement on the day and year hereinafter indicated, making same effective upon the date signed by the last of all parties hereto.

MOJAVE WATER AGENCY

(SEAL)

By: *M. J. Miller*
President

DATED: 8-28-84

By: *Robert E. Rittman*
Secretary

THE CITY OF VICTORVILLE, CALIFORNIA,
and VICTORVILLE SANITARY DISTRICT

(SEAL)

By: *Robert L. Dohk*
Mayor

DATED: 8-30-84

By: *Paula Porter*
City Clerk

APPLE VALLEY COUNTY WATER DISTRICT

(SEAL)

By: *David H. Budy*
President

DATED: Sept 4, 1984

By: *Francis [unclear]*
Secretary

HESPERIA WATER DISTRICT,
formerly known as
HESPERIA COUNTY WATER DISTRICT

By: Richard L. Martin
President

(SEAL)

DATED: Sept. 19, 1984

By: [Signature]
Secretary

THE CITY OF ADELANTO, CALIFORNIA

By: Edward C. [Signature]
Mayor

(SEAL)

DATED: October 22, 1984

By: Eunice S. Buckett
City Clerk

COUNTY SERVICE AREA #42 (ORO GRANDE)

(SEAL)

DATED: NOV 25 1985

By: [Signature]
Chairman of the Board of
Supervisors of San Bernardino
County, acting in its capacity
as the governing body of County
Service Area #42

COUNTY SERVICE AREA #64 (SPRING
VALLEY LAKE)

(SEAL)

DATED: NOV 25 1985

By: [Signature]
Chairman of the Board of
Supervisors of San Bernardino
County, acting in its capacity
as the governing body of County
Service Area #64

EXTRA COPY
TO

EXTRA COPY

EXTRA COPY

VICTOR VALLEY REGIONAL WASTEWATER
SERVICE AGREEMENT
BETWEEN

AND THE

MOJAVE WATER AGENCY
16849 "D" STREET
VICTORVILLE, CALIFORNIA
92392

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