

AGREEMENT SUPPLEMENTING AND AMENDING  
OPERATING AGREEMENT NO. 2 BETWEEN  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY,  
BIG BEAR LAKE SANITATION DISTRICT,  
BIG BEAR CITY COMMUNITY SERVICES DISTRICT  
AND COUNTY OF SAN BERNARDINO ON BEHALF OF  
IMPROVEMENT ZONE "B" OF SAN BERNARDINO  
COUNTY SERVICE AREA 53

THIS AGREEMENT is entered into as of this \_\_\_\_\_  
day of \_\_\_\_\_, 1977, by and between the BIG  
BEAR AREA REGIONAL WASTEWATER AGENCY (hereinafter referred to as  
"BBARWA"), the BIG BEAR LAKE SANITATION DISTRICT (hereinafter  
referred to as "BBLSD"), the BIG BEAR CITY COMMUNITY SERVICES  
DISTRICT (hereinafter referred to as "BBCCSD"), and the COUNTY  
OF SAN BERNARDINO (hereinafter referred to as "COUNTY") on  
behalf of IMPROVEMENT ZONE "B" OF SAN BERNARDINO COUNTY SERVICE  
AREA 53.

RECITALS

(1) As of May 3, 1977, the parties entered into an  
agreement known as Operating Agreement No. 2 and entitled  
"Agreement Between Big Bear Area Regional Wastewater Agency  
("Agency"), Big Bear Lake Sanitation District ("BBLSD"),  
Big Bear City Community Services District ("BBCCSD") and  
County of San Bernardino ("County") on behalf of Improvement  
Zone 'B' of San Bernardino County Service Area 53 Regarding

Sale and Transfer of Facilities by BBLSD and BBCCSD to Agency, Right of Agency to Purchase Surplus Real Property of BBLSD and BBCCSD, Operation of Facilities, and Capacity and Connection Rights of BBLSD, BBCCSD and County in and to Certain Facilities."

(2) Said Agreement, among other things, in Sections 3 and 4, provides for the sale and transfer of certain real property and facilities by BBLSD and BBCCSD, respectively, to BBARWA. It is the desire of the parties to amend corresponding parts of said sections relating to the commencement of the accrual of interest on the purchase prices to be paid by BBARWA to BBLSD and BBCCSD, respectively, for the purchase of the facilities to be transferred by them to BBARWA, and the giving of security for the payment of such purchase prices and interest.

#### AGREEMENT

In consideration of the foregoing and the mutual covenants and promises hereinafter contained, the parties agree as follows:

1. Interest. Interest to be paid by BBARWA to BBLSD and BBCCSD pursuant to the provisions of Parts 3.02 and 4.02 of said Agreement, respectively, shall commence to run from July 1, 1978 and the purchase prices and interest

provided for in said parts shall be paid by BBARWA to BBLSD and BBCCSD, respectively, over a period of fifteen (15) years from and after said date, in equal installments payable twice each year on the 10th day of December and the 10th day of April, commencing December 10, 1978 and continuing until paid in full.

2. Security. As security for the payment by BBARWA to BBLSD and to BBCCSD of the purchase price for the real property and facilities conveyed by each of said parties to BBARWA, BBARWA shall deliver to each of said parties a duly executed Mortgage, rather than a Deed of Trust, creating and granting unto it a lien upon the real property and facilities conveyed by it to BBARWA.

3. Effect. This Agreement supplements and amends only Sections 3 and 4 of Operating Agreement No. 2, and said Agreement as hereby supplemented and amended remains fully effective and operational as therein provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be

hereto affixed as of the day and year first above written.

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

By: James L. Ward  
JAMES L. WARD, Chairman of the  
Governing Board of Big Bear Area  
Regional Wastewater Agency

ATTEST:

W. L. Peery  
W. L. PEERY, Secretary of the  
Governing Board of Big Bear Area  
Regional Wastewater Agency

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

By: W. L. Peery  
W. L. PEERY, President of the  
Board of Directors of Big Bear  
City Community Services District

ATTEST:

Earl L. Black  
EARL L. BLACK, Secretary of the  
Board of Directors of Big Bear  
City Community Services District

BIG BEAR LAKE SANITATION DISTRICT and  
the COUNTY OF SAN BERNARDINO on behalf  
of Improvement Zone "B" of San  
Bernardino County Service Area 53

By: *Robert O. Townsend*  
ROBERT O. TOWNSEND, Chairman of  
San Bernardino County Board of  
Supervisors, Governing Body of  
Big Bear Lake Sanitation District  
and Improvement Zone "B" of  
San Bernardino County Service  
Area 53

ATTEST:

LEONA RAPOPORT  
Clerk of said Board

By: *Leona Rapoport*  
Deputy Clerk

APPROVED AS TO FORM this 20th day of Sept, 1977.  
M. CRANE KITCHELL, County Counsel

By: *Eugene L. Holler*  
*Chief* Deputy County Counsel

APPROVED AS TO FORM this 8th day of September, 1977.  
BEST, BEST & KRIEGER

By: *Richard T. Anderson*  
RICHARD T. ANDERSON  
Attorneys for Big Bear Area  
Regional Wastewater Agency

MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

RE: AGREE. #77-265-A1; CSA 53B W, BBARWA; SUPPLEMENT TO OPER. AGREE. #2;  
APPROVED

Acting on the recommendation of the Environmental Improvement Agency Administrator and as governing body of Big Bear Sanitation District and County Service Area #53, Improvement Zone B, Fawnskin, on motion by Supervisor Hansberger, duly seconded by Supervisor Kamansky and carried, the Board of Supervisors hereby approves an agreement supplementing and amending Operating Agreement #2 between Big Bear Area Regional Wastewater Agency, Big Bear Lake Sanitation District, Big Bear City Community Services District and County of San Bernardino; further the Board authorizes its Chairman to sign said amendment indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mayfield, Kamansky, Hansberger, Hammock, Townsend  
NOES: SUPERVISORS: None  
ABSENT: SUPERVISORS: None (jr)