

**CONFIDENTIAL SETTLEMENT COMMUNICATION - NOT A  
PUBLIC RECORD AND NOT SUBJECT TO DISCLOSURE  
UNDER THE CALIFORNIA PUBLIC RECORDS ACT**

**Bighorn-Desert View Water Agency**

**Board of Directors**

Terry Burkhart, President  
vacant, Vice President  
Michael McBride, Director  
David Larson, Director  
Judy Corl-Lorono, Director



**Agency Office**

622 S. Jemez Trail  
Yucca Valley, CA 92284-1440

760/364-2315 Phone

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Marina D West, P.G., General Manager  
Lyni Tompkins, Executive Secretary

**A Public Agency**

[www.bdvwa.org](http://www.bdvwa.org)

June 28, 2011

JVIA Board Member  
Street  
City, State, Zip Code

RE: Publicly Funded Water Well for Johnson Valley Improvement Association

Dear JVIA Board Member:

Enclosed is a copy of a confidential Settlement Agreement between the Bighorn-Desert View Water Agency, County of San Bernardino and the Johnson Valley Improvement Association for the publicly funded well for the Association property identified as Assessor's Parcel Number APN 454-201-65 and 50567 Quailbush Road, Johnson Valley.

We wish to be absolutely clear that the Bighorn-Desert View Water Agency supports the decision of the Johnson Valley Improvement Association (JVIA) to have its own water production well to serve any and all of its on-site water supply needs. The issue lies strictly with the use of public funds, the specific purpose of utilizing those public funds for said gifted use and recognition of the legitimate rights that accompany that use, in this case groundwater production, by the Johnson Valley Improvement Association.

I'll start with legitimate water rights of the Johnson Valley Improvement Association as they are undisputed in this matter. We acknowledge that JVIA has the legal right to produce groundwater for its reasonable and beneficial uses on this parcel only.



Our protest is founded in a number of alleged violations of state law which we agree can be mitigated through execution of the attached Settlement Agreement. To be clear, our protest originates, not from the JVIA's desire to have a well, but from the acknowledgment that JVIA has insinuated, in and out of the public forum, that it has broader intentions for the groundwater it intends to produce from the well. We assert that these intentions include exportation of water off the property for financial gain. These issues were reviewed with the Third District County Supervisor who agreed to stipulate to a settlement of such inappropriate uses for the well that they are funding.

The fact that County public funds are being utilized to engineer and construct this well means Bighorn-Desert View Water Agency expects the County to be cooperative, and with the Johnson Valley Improvement Association, sign the attached agreement as a condition of Bighorn-Desert View Water Agency's settlement of the purported dispute. Execution of this Agreement demonstrates to the entire public that this well is intended for the legal purpose for which it has been granted. This recognizes the legitimacy of the entire County grant process of gifting public funds.

The Bighorn-Desert View Water Agency whole-heartedly supports the County in its decision to grant a production well to JVIA in light of the mandates proposed by the County of San Bernardino Environmental Health Department which Bighorn-Desert View Water Agency finds outrageous. However, it is a fact that no request has ever been made of Bighorn-Desert View Water Agency to look into this matter and therefore the JVIA chose to "go its own way". We in no way suggest that JVIA is not entitled to its overlying groundwater rights. We do expect and deserve fair and equitable treatment from all parties in recognizing Bighorn-Desert View Water Agency's legitimate service territory rights in Johnson Valley.

Contrary to the opinions of some, Bighorn-Desert View Water Agency has shown consistent commitment to meeting its obligations to the entire service area. If you have any questions, comments or concerns regarding this letter please don't hesitate to contact me at 760-364-2315 or [bdvwa2@mindspring.com](mailto:bdvwa2@mindspring.com).

Sincerely,



Marina West, PG  
General Manager

Enclosure: Confidential Settlement Agreement

cc: Third District Supervisor Neil Derry  
Mr. Alan Rasmussen - Field Representative to Third District Supervisor  
Mr. Jeffrey Rigney — Director, County Special Districts Department  
Members of the Board of the Johnson Valley Improvement Association

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

BIGHORN-DESERT VIEW WATER AGENCY  
622 South Jemez Trail  
Yucca Valley, California 92284  
Attn: General Manager, Marina D. West, P.G.

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(For Recorder's Use Only)

**SETTLEMENT AGREEMENT AND DECLARATION OF LIMITATIONS ON USE OF  
PROPERTY PERTAINING TO WATER WELL**

This **SETTLEMENT AGREEMENT AND DECLARATION OF LIMITATIONS ON USE OF PROPERTY PERTAINING TO WATER WELL** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_ of 2011 by and between the COUNTY OF SAN BERNARDINO and the COUNTY OF SAN BERNARDINO SPECIAL DISTRICT DEPARTMENT County Service Area No. 70, public agencies (collectively referral to herein as "County"), JOHNSON VALLEY IMPROVEMENT ASSOCIATION, INC., a private entity (referred to herein as "Association"), and BIGHORN-DESERT VIEW WATER AGENCY, a public agency (referred to herein as "Bighorn-Desert View"), all of which are collectively referred to herein as "Parties" and individually referred to herein as "Party".

**RECITALS**

A. The Association seeks to produce groundwater at a building owned by the Association on real property located at 50567 Quailbush Road, Johnson Valley, and identified by the County of San Bernardino Recorder-Clerk's Office as APN: 454-201-65, (referred to herein as the "Property"), having been awarded a "County Special Purpose Grant" by the County for the construction of a groundwater well (referred to herein as the "Well") on the Property.

B. The County has been, or may in the future be, furnishing engineering and technical assistance regarding design and construction of the Well. As State-permitted wells typically cost more than the amount received under this County Special Purpose Grant, it is anticipated that when these grant proceeds are fully expended, the County may further provide the Association with technical and other assistance for project completion and operational and maintenance assistance of the Well consistent with however ultimately determined by and between the County and the Association.

C. The Property is located within the boundaries and/or sphere of influence of Bighorn-Desert View, a public entity organized and operating pursuant to the provisions of the Bighorn Desert View Water Agency Law, California Water Code Appendix, Sections 112-1 *et. seq.*, and Bighorn-Desert View, and its predecessors, have actively and continuously served the Property and the area surrounding the Property by "Well 10" since commencement of Well 10's operation in 1998.

D. In order to avoid litigation on the issues set forth above, and resolve any conflicting positions of the Parties regarding the same, the Parties hereby voluntarily and explicitly agree to resolve the issues as set forth herein.

## **1.0 SETTLEMENT TERMS**

**1.1 Integration of Recitals.** The Recitals set forth above are integral to this Agreement and are incorporated herein by this reference.

**1.2 Contingency of Settlement.** In consideration of the terms, releases and dismissals set forth herein, the Parties agree to settle and compromise potential legal claims and causes of action that could have been asserted between and among the County the Association and Bighorn-Desert View. The settlement is contingent on the County and Association each fully complying with the terms of this Agreement and agreeing to undertake the installation and operation of the Well based upon compliance with each of the following terms and conditions:

(a) The Well shall be metered, with the County and/or Association undertaking all costs for installation, maintenance and operation of the Well and its meter, so as to ensure that all water produced from the Well is fully and accurately recorded, and monthly written reports regarding the Well's water production shall be given to Bighorn-Desert View.

(b) Driller logs, well-completion reports and other technical data relating to construction, operation and maintenance of the Well shall be furnished by the County and Association to Bighorn-Desert View within thirty (30) days of completion of the Well, and all operation and maintenance reports and other documents relating to the Well shall be provided to Bighorn-Desert View within fourteen (14) days of written request from Bighorn-Desert View.

(c) No water produced from the Well may be exported or otherwise taken off the Property, including without limitation for purposes of distribution or service; rather, any water produced from the Well shall be used to meet the reasonable need for beneficial uses to the Property.

(d) The Well may not be used for hauling "bulk water" off the Property. "Bulk water" shall mean water intended for potable or non-potable uses that is transported by tank trucks or similar vehicles.

(e) The water produced by the Well may only be used by the occupant in possession of the Property for use on the Property and no other private or public entities or individuals may obtain water from the Well, except for such occupant of the Property.

(f) The Association or its Community Center located on the Property may not be licensed or certified by the County or the State to serve water to the local population or to other commercial enterprises under any circumstances, including without limitation, circumstances when water would be served "not for profit" or the water would be for "non-potable" purposes, unless such licensing or certification is required by law for use of water on the Property.

(g) Bighorn-Desert View shall be allowed physical access to the Well during normal business hours at any time between 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except for federal and State holidays, to obtain water samples and water level measurements, with such sampling and measurement costs to be incurred by Bighorn-Desert View;

**1.3 Recordation.** This Agreement shall be recorded against the Property immediately upon execution by the Parties with the County of San Bernardino Recorder-Clerk's Office, with the intention and effect that this Agreement is binding and in effect as to subsequent purchasers, occupants, and users of the Property. The Association, as owner of the Property, declares, covenants, and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that this Agreement, and recordation thereof, is designed to create equitable servitudes and covenants running with the Property and the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the terms and conditions set forth in this Agreement, which terms and conditions are established expressly and exclusively for the use and benefit of the Parties and the Property such that all the terms and conditions set forth in this Agreement shall be binding upon all persons or entities having any right, title, or interest in the Property. The Parties hereby declare their understanding and intent that the burden of the terms and conditions set forth herein;touch, concern and run with the land in that the Association's legal interest in the Property is rendered less valuable thereby.

## **2.0 RELEASES AND DISMISSALS**

**2.1 Release.** For valuable consideration, the Parties do hereby release and forever discharge each others' respective "Releases" hereunder, consisting of the Parties, the Parties' elected and appointed public officials, officers, employees and agents, as well as each of the parties' associates, predecessor's, successors, heirs, assignees, agents, directors, officers, employees, representatives, consultants, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, claims arising from alleged property rights, due process rights, public policy violations, discrimination, harassment, civil rights violations, personal injury, or emotion distress, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages to persons or property, losses, costs, penalties, expenses, obligations, or liabilities, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims or Liabilities"), which any party now has or may hereafter have against the Releases, or any of them, arising out of, based upon, or relating to the Recitals as set forth above and any other instances, matters, causes, or things whatsoever that were, have been, or could have been alleged in through a claim or cause of action with a court of competent jurisdiction.

**2.2 Discovery of Different or Additional Facts.** The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of this Agreement, and expressly agree to assume the risk of the possible discovery of additional or different facts, damages and/or claims, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts, damages and/or claims.

**2.3 Waiver of Civil Code Section 1542.** Further, the Parties expressly agree to waive and relinquish all rights and benefits that each Party may have under Section 1542 of the Civil Code of the State of California. That section reads as follows:

**§1542. [General release; extent] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The Parties hereby expressly waive and relinquish any right or benefit which that Party has, or might have, under Section 1542 of the Civil Code of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. In connection with such compromise, waiver and relinquishment, the Parties acknowledge that they are aware that Party may hereafter discover facts in addition to or different from those which that Party now knows or believes to be true with respect to the subject matter of this instrument, but that, except as is otherwise provided herein, it is the Parties' intention hereby to fully, finally and forever settle and release all matters, disputes and differences., known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

**2.4 Non Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed facts and potential claims or causes of action. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any Party hereto, or any of the Releases.

**2.5 Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment, investigation and advice from legal counsel. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

**2.6 Assumption of Risk.** The Association, on behalf of itself, its successors, and assigns (“Successors”), hereby fully assumes any all risks of any type, including but not limited to property damage, personal injury, and/or death, arising out of the construction, inspection, maintenance and operation of the Well on the Property.

### **3.0 ENFORCEMENT**

**3.1 Termination.** No breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, or excuse the performance of such Party's obligations hereunder; provided that, however, this limitation shall not affect in any manner any other rights or remedies which the parties may have by reason of such breach.

**3.2 Injunctive Relief for Breach.** The Parties acknowledge and agree that any material violation of this Agreement, particularly any provision, term or condition enumerated above under Article 1.0 (Settlement Terms), is likely to result in immediate and irreparable harm for which monetary damages may be inadequate. Accordingly, the Parties consent to injunctive and other appropriate equitable relief including the remedy of specific performance, upon the institution of proceedings by any of the Parties to protect the rights of the Parties under this Agreement in the event of any violation or threatened violation of any provision, term or condition under Article 1.0 (Settlement Terms).

**3.3 Liquidated Damages.** The Parties acknowledge and agree that any material violation of this Agreement, particularly any provision, term or condition enumerated above under Article 1.0 (Settlement Terms), is likely to result in immediate and irreparable harm for which monetary damages may be difficult to determine, particularly in relation to determining a value for any water exported from the property. Accordingly, in the event that Association breaches the provisions of Section 1.2(6)(d)(e), then Association shall be liable for the payment to Bighorn-Desert View of liquidated damages in the amount to be determined by multiplying the quantity of water exported or removed Or such basis otherwise serving as the basis for the breach), multiplied by the then-current fair market value for water. The Parties do not intend for said amount to be punishment for the breach, but instead to serve as adequate compensation for the breach, and given the uncertainty as of the time of executing this Agreement of the specific nature of the breach and the quantity of water subject to the breach, the Parties agree to the foregoing as the basis for liquidated damages which shall include double damages.

**3.4 Other Rights of the Parties.** In the event of any violation or threatened violation of any of the provisions of this Agreement, then in addition to, but not in lieu of, any of the rights or remedies the Parties may have to enforce the provisions hereof, the Parties shall have the right to seek additional relief to which the Parties may be entitled at law or in equity.

**3.5 Failure to Perform; Lien.** In addition to the remedy of liquidated damages provided in Section 3.3, in the event of repeated violations permitting assessment of liquidated damages, Bighorn-Desert View shall have the right upon the third such violation, then Bighorn-Desert View, its employees, contractors and agents may, at their sole option, and after making reasonable demand of the Association that it cure said default, enter on to the Property for the purpose of curing the default by removing the Well. In making an entry, Bighorn-Desert View shall give the owner(s) of the Property or their representative, reasonable notice of the time and manner of said entry and said entry shall only be at such times and in such manners as is reasonably necessary to carry out this Agreement. Bighorn-Desert View shall keep a record of all cost incurred in the removal of the Well and serve on Association a written demand for payment with supporting documentation. This demand will be due and payable within thirty

(30) days after the giving notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of ten percent (10%) per annum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorneys' fees shall be a personal obligation of the Association as well as a lien and charge, with power of sale, upon the Property. Bighorn-Desert View may bring an action at law against the Association to pay any such sums.

The lien provided for in this Section may be recorded by Bighorn-Desert View as a Notice of Lien against the Property in the Office of the County Recorder, County of San Bernardino, signed and acknowledged, which Notice of Lien shall contain a statement of the unpaid amount of costs and expenses. The priority of such lien when so established against the Property shall date from the date such notice is filed of record and shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property at the time of recording such lien, but shall be junior and subordinate to matters having a priority prior the date such notice is recorded; provided that, however, said lien shall be subordinate to any bona fide mortgage or deed of trust and any purchasers at any foreclosure or trustee's sale under any such bona fide mortgage or deed of trust as provided herein. Such lien shall be for the use and benefit of the person filing the same, and may be enforced and foreclosed in a suit or action. Any such lien may be enforced by Bighorn-Desert View by taking either or both of the following actions concurrently or separately (and by exercising either of the remedies set forth below shall not prejudice or waive its rights to exercise the remedy): (i) bring an action at law against the defaulting party personally obligated to pay such lien or (ii) foreclose such lien in accordance with the provisions of Section 2024 of the California Civil Code applicable to the exercise of powers of sale or mortgages and deeds of trust, or any other manner permitted by California law.

Upon the timely curing of any default for which such lien was recorded, Bighorn-Desert View shall record an appropriate release of such lien, and sign any other documents reasonably necessary to satisfy title insurance requirements, upon payment by the Association of a reasonable fee to cover the costs of preparing and recording such release, together with the payment of such other costs, including Without limitation, reasonable attorneys' fees, court costs, interest or other fees which have been incurred.

**3.6 Cumulative Remedies.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other Party.

**3.7 Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

**3.8 Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of

said State without giving effect to conflicts of laws principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, or the United States District Court for the Central District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

**3.9 Attorneys' Fees and Costs.** If any Party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the Parties' agreement to, or performance of this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **4.0 MISCELLANEOUS**

**4.1 Term.** The covenants, conditions and restrictions contained in this Agreement shall remain in effect for a period of forty (40) years from the date this Agreement was executed. At the expiration of said forty (40) year period the term of this Agreement shall be automatically renewed for successive five (5) year periods, unless Bighorn-Desert View provides the other party written notice of its intent not to extend the term within one hundred twenty (120) days prior to the expiration of the initial term or any extended term.

**4.2 No Assignment of Claims or Causes of Action.** The Parties warrant that they have made no assignment and will make no assignment, of any claim, cause of action, right of action, or any right of any kind whatsoever, embodied in any of the claims or allegations referred to herein, or that could potentially be alleged. . representatives, successors and assigns.

**4.3 Successors and Assigns.** This Agreement, and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**4.4 Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective legal counsel prior to executing this Agreement concerning the terms and conditions of this Agreement, and each Party acknowledges and represents that its execution of this Agreement is free and voluntary.

**4.5 Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

**4.6 Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

**4.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

**4.8 Modifications.** Any alteration, change or modification of or to this Agreement shall be made by written instrument executed by each Party hereto in order to become effective and subsequently recorded with the County of San Bernardino Recorder-Clerk's Office, with the intention and effect that this Agreement is binding and in effect as to subsequent purchasers, occupants, and users of the Property.

**4.9 Responsible Party.** The Parties waive their respective rights to contest this Agreement at a later date with any assertions that that Party is not the party responsible for compliance with this Agreement.

**4.10 Notices.** Any notice, demand, request, document, consent, approval, or communication that any Party to this Agreement desires or is required to give to the other Parties or any other person or entity, regarding this Agreement shall be in writing and either served personally or sent by prepaid, certified first-class mail to:

**To the County:**

NAME  
DEPARTMENT  
ADDRESS  
CITY, STATE, ZIP

**With a copy to:**

NAME  
COMPANY NAME  
ADDRESS  
CITY, STATE, ZIP

**To The Association:**

NAME  
DEPARTMENT  
ADDRESS  
CITY, STATE, ZIP

**With a copy to:**

NAME  
COMPANY NAME  
ADDRESS  
CITY, STATE, ZIP

**To Bighorn-Desert View:**

General Manager  
Attn: Marina D. West, P.G.  
Bighorn-Desert View Water Agency  
622 South Jemez Trail  
Yucca Valley, CA 92284

**With a copy to:**

Wesley A. Miliband, Esq.  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612

or to such other address as the Parties may, from time to time, designate in writing and deliver in the manner set forth above. Notices shall become effective upon the earliest of the following: (i) actual receipt by one of the parties; or (ii) actual delivery by private courier or delivery service to the designated address of one of the parties.

**4.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

**4.12 Authority To Sign.** The persons executing this Agreement on behalf of the Parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, consisting of a total of 11 pages, on the dates set forth below.

**"COUNTY"**

Dated: \_\_\_\_\_, 2011

THE COUNTY OF SAN BERNARDINO  
AND ITS SPECIAL DISTRICTS  
DEPARTMENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2011

COUNTY COUNSEL FOR THE COUNTY  
OF SAN BERNARDINO

By: \_\_\_\_\_

Its: \_\_\_\_\_

**"ASSOCIATION"**

Dated: \_\_\_\_\_, 2011

JOHNSON VALLEY IMPROVEMENT  
ASSOCIATION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2011

COMPANY NAME

By: \_\_\_\_\_

Its: \_\_\_\_\_

"BIGHORN-DESERT VIEW"

Dated: \_\_\_\_\_, 2011

BIGHORN-DESERT VIEW WATER  
AGENCY

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2011

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_

Wesley A. Miliband, Esq., Attorneys  
for Bighorn-Desert View Water  
Agency