

AMENDMENT NO. 6
TO
AGREEMENT FOR DESIGN, CONSTRUCTION,
USE, OPERATION, MAINTENANCE, REPAIR, AND
REPLACEMENT OF COASTAL TREATMENT PLANT FOR
AND ON BEHALF OF PROJECT COMMITTEE NO. 15,
ALISO WATER MANAGEMENT AGENCY

THIS AMENDMENT NO. 6 to the Agreement for Design, Construction, Use, Operation, Maintenance, Repair, and Replacement of Coastal Treatment Plant for And on Behalf of Project Committee No. 15, Aliso Water Management Agency (the "PC 15 Agreement") is entered into and effective as of this 30th day of June, 1996, by and among ALISO WATER MANAGEMENT AGENCY, an entity created by that joint powers agreement entitled "Joint Exercise of Powers Agreement Creating Aliso Water Management Agency, Orange County, California (AWMA)" dated March 1, 1972 (the "Joint Powers Agreement"), on behalf of AWMA Project Committee No. 15, and the following Participating Member Agencies of Project Committee No. 15:

- (a) South Coast Water District ("SCWD");
- (b) City of Laguna Beach ("CLB");
- (c) Emerald Bay Service District ("EBSD"); and
- (d) Irvine Ranch Water District ("IRWD").

RECITALS:

A. AWMA and the PC 15 Members previously entered into the PC 15 Agreement and Amendment Nos. 1, 2, 3, 4 and 5 thereto, for the construction, financing, operation and maintenance of the AWMA Coastal Treatment Plant Facilities. As used herein, the term "Project

Committee No. 15" includes any and all predecessor and successor project committees. The term "PC 15 Agreement" as used herein includes Amendment Nos. 1,2, 3, 4 and 5 thereto.

B. Irvine Ranch Water District ("IRWD") has notified the member agencies of AWMA of its election to withdraw from AWMA. The member agencies of AWMA are entering into Amendment No. 3 to the Joint Powers Agreement to provide for such withdrawal concurrently herewith.

C. The PC 15 Members desire to enter into this Amendment No. 6 to effectuate IRWD's withdrawal from Project Committee No. 15.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment No. 6, the parties agree as follows:

Section 1. IRWD's withdrawal from Project Committee No. 15 as of June 30, 1996, pursuant to Section 35 of the Joint Powers Agreement is hereby acknowledged. From and after the effective date hereof, IRWD shall be relieved of all of its obligations as a Participating Member Agency of Project Committee No. 15 and shall relinquish all of its rights as a Participating Member Agency of Project Committee No. 15 except as provided herein.

Section 2. This Amendment No. 6 shall constitute the written agreement required by Section 35 of the Joint Powers Agreement for a withdrawing member's relief from obligations.

Section 3. IRWD's capacity rights in all Project Committee No. 15 facilities shall be held in the name of AWMA and shall not be used, reallocated, sold, leased or assigned without IRWD's written agreement accepting the consideration to be received therefor, if any, and any other terms thereof. In the event of any future dispute, controversy or claim among the parties to this Amendment No. 6, as to the terms and conditions of any future use, reallocation, sale, lease

or assignment of the capacity rights, the arbitration procedure set forth in the PC 15 Agreement shall apply.

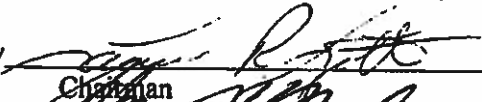
Section 4. The effectiveness of this Amendment No. 6 is subject to the concurrent execution and delivery of the following agreements of even date herewith:

- (i) Amendment No. 5 to Agreement for Acquisition of Capacity, Construction, Use, Operation and Maintenance of Outfall Facilities for Aliso Water Management Agency and for Such Agency on Behalf of Project Committee No. 11-A (the "PC 24 Amendment");
- (ii) Amendment No. 2 to Agreement for Design, Construction, Use, Operation, Maintenance, Repair, and Replacement of Phase 1 North Coastal Interceptor Sewer Pipeline and Pumping Stations for Aliso Water Management Agency and for And on Behalf of Project Committee No. 7-A;
- (iii) Amendment No.2 to the Agreement for Preliminary Planning, Design, Construction, Use, Operation, Maintenance, Repair and Replacement of Additional Liquids and Solids Handling Facilities on Behalf of Project Committee No. 18 of Aliso Water Management Agency;
- (iv) Amendment No. 7 to the Agreement for Construction, Use, Operation, Maintenance, Repair, and Replacement of Joint Regional Wastewater Reclamation and Sludge Solids Handling Facility on Behalf of Project Committee No. 17, Aliso Water Management Agency; and
- (v) Amendment No. 3 to the Joint Powers Agreement.

Section 4.1 IRWD's withdrawal from Project Committee No. 15 is contingent upon the accomplishment of the "1996 Capacity Transfer" (as defined in the PC 24 Amendment referred to above in 4(i)). In the event the 1996 Capacity Transfer fails to occur, IRWD's withdrawal from Project Committee No. 15 will be deemed ineffective.

Section 5. Except as set forth in this Amendment No. 6, the terms of the PC 15 Agreement shall remain in full force and effect.

ALISO WATER MANAGEMENT AGENCY

By 
Chairman

By 
Secretary

Dated: _____, 1996

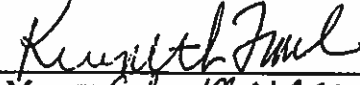
SOUTH COAST WATER DISTRICT

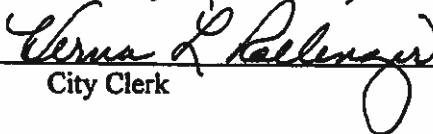
By 
President/Vice-President

By 
Secretary/Assistant Secretary

Dated: July 23, 1996

CITY OF LAGUNA BEACH

By 
Mayor City Manager

By 
City Clerk

Dated: July 11, 1996

EMERALD BAY SERVICE DISTRICT

By [Signature]
President/Vice-President

By [Signature]
Secretary/Assistant Secretary

Dated: _____, 1996

IRVINE RANCH WATER DISTRICT

By [Signature]
President/Vice-President

By [Signature]
Secretary/Assistant Secretary

Dated: _____, 1996

