ATTACHMENT A

First Draft November 20, 2017 WATER SALE AGREEMENT

WATER SALE AGREEMENT

THIS WATER SALE AGREEMENT ("Agreement") is made on
("Effective Date"), between the Seaside Groundwater Basin Watermaster
("Watermaster") and the Marina Coast Water District ("MCWD"), individually "a Party,"
collectively "Parties."

RECITALS

- A. In DWR Bulletin 118-80 (January 1980), what is now the Seaside Basin was then divided into (1) the "Seaside Basin (portion)," which contained all of Fort Ord, being the northern portion and lying within the SVGB and (2) what was then designated as the Carmel-Seaside Basin, consisting of the Monterey Peninsula Water Management District, being the southern portion and not within the SVGB.
- B. In DWR Bulletin 118 Interim Update 2016, the Seaside Basin was recognized by DWR as the Seaside Subbasin within the SVGB and the area north of the Seaside Subbasin and south of the 180/400 Foot Aquifer Subbasin was designated the Monterey Subbasin of the SVGB.
- C. MCWD's water service area consists of Central Marina and the Ord Community. MCWD's Ord Community occupies a substantial portion of the Seaside Basin as shown on the attached Exhibit "A," which is incorporated herein by reference.
- D. All of MCWD's Source Water Wells are located within the Monterey Subbasin and MCWD is a 100% groundwater dependent water system.
- E. MCWD's annual water consumption for the period 2008 through 2016 was as follows (in AF):

2008	3,399.85	2013 4,033.38
2009	3,511.94	2014 3,610.81
2010	3,894.27	2015 2,894.80
2011	3,873.68	2016 2,717.56
2012	3,738.09	

The highest annual consumption during that nine-year period was in 2013 at 4,033.38 AF and the lowest in 2016 at 2,727.56, or a difference of approximately 1,316 AF – a 32.6% reduction.

- F. During the same nine-year period, the estimated population within MCWD's service area increased from approximately 29,500 in 2008 to 33,852 in 2016 an approximately 14.75% increase.
- G. While MCWD projects that its per capita water use will remain low because of continued implementation of State water conservation requirements, the population within MCWD's service area is projected to increase over the next ten to twenty years and with that a commensurate increase in total water consumption.
- H. MCWD projects that it will have in excess of 700 AFY through 2023, which it could provide to the Watermaster.
- I. The Watermaster was established pursuant to the Adjudication Decision. Section III.B.2, page 18 of the Adjudication Decision requires triennial rampdowns in the Operating Yield for both Seaside Basin Subareas of "ten percent (10%) until the Operating Yield is the equivalent of the Natural Safe Yield unless:
 - "a. The Watermaster has secured and is adding an equivalent amount of Non-Native water to the Basin on an annual basis; or
 - "b. The Watermaster has secured reclaimed water in an equivalent amount and has contracted with one or more of the Producers to utilize said water in lieu of their Production Allocation, with the Producer agreeing to forego their right to claim a Stored Water Credit for such forbearance; or
 - "a. (sic) Any combination of a and b which results in the decrease in Production of Native Water required by this decision."
- J. The triennial rampdown for Water Year 2017/18 of _____ AF took effect on October 1, 2017.
- K. Under this Agreement, MCWD desires to assist the Watermaster in reducing or eliminating the rampdowns during the term of this Agreement by providing the Watermaster with 700 AFY from MCWD Source Water Wells through September 30, 2023, and the Watermaster desires to entered into this Agreement.
- L. The Watermaster and MCWD find that it is in their mutual best interests to enter into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Incorporation of Recitals</u>. The above Recitals are incorporated into this Agreement.

2. **Definitions**.

"Adjudication Decision" means the Monterey County Superior Court's Amended Decision dated February 9, 2007, Court Case No. M66343, adjudicating the Seaside Basin.

"AF" means acre feet.

"Affected Party" means a Party claiming the occurrence of a Force Majeure Event and seeking relief under this Agreement as a result thereof.

"AFY" means acre feet per year.

"Agency Act" means the Monterey County Water Resources Agency Act (1947 chapter 699) as amended, Water Uncodified Act 600.

"Agreement" means this Water Sale Agreement, as the same may be amended from time to time.

"Applicable Law" means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the Parties or the services or obligations of any Party in effect either on the Effective Date of this Agreement or at any time during the term of this Agreement.

"DWR" means the California Department of Water Resources.

"Event of Default" means each of the items specified in the General Provisions which may lead to termination of this Agreement upon election by a non-defaulting Party.

"Force Majeure Event" means any act, event, condition or circumstance that (1) is beyond the reasonable control of the Affected Party, (2) by itself or in combination with other acts, events, conditions or circumstances adversely affects, interferes with or delays the Affected Party's ability to perform its obligations under this Agreement, and (3) is not the fault of, or the direct result of the willful or negligent act, intentional misconduct, or breach of this Agreement by the Affected Party. Examples of a Force Majeure Event, include but are not limited to, failure or refusal of any other person or entity to comply with then-existing contracts, operational emergency, an act of God, fire, flood, explosion, earthquake, strike, sabotage, or civil or military authority including court orders, injections, and orders of a governmental entity.

"MCWD" means the Marina Coast Water District.

"Monterey Subbasin" shall mean that certain groundwater subbasin as shown and designated as Subbasin 3-004.10 in California Department of Water Resources Bulletin 118 Interim Update 2016, which may be found at http://www.water.ca.gov/groundwater/bulletin118/docs/Bulletin_118 Interim Update 20 16.pdf.

"Points (or Point) of Delivery" means the metered points of delivery designated by Watermaster and agreed to by MCWD, which are located on pipelines owned by MCWD.

"Seaside Basin" or "Seaside Subbasin" shall mean that certain groundwater subbasin as shown and designated as Subbasin 3-004.08 in California Department of Water Resources Bulletin 118 Interim Update 2016.

"Source Water Wells" shall mean MCWD-owned production wells located within the Monterey Subbasin.

"Supervising Court" means the out-of-county Judge assigned to the Monterey County Superior Court who has continuing jurisdiction over the Watermaster pursuant to the Adjudication Decision.

"SVGB" means the Salinas Valley Groundwater Basin also known as the Salinas Basin as shown and designated as Subbasin 3-004.08 in California Department of Water Resources Bulletin 118 Interim Update 2016.

"Water" shall mean the water sold by MCWD to Watermaster pursuant to this Agreement.

"Watermaster" means the Supervising Court-appointed Watermaster pursuant to the Adjudication Decision for the purpose of executing the powers, duties, and responsibilities assigned under that decision.

"Water Year" means the period October 1 to September 30 of the succeeding year.

3. **Environmental Review Compliance**. Nothing in this Agreement (a) commits any Party to any particular decision regarding the water sale; (b) confers any vested rights on any Party; or (c) restricts any Party's discretion with respect to any activity or project developed in accordance with this Amendment, including MCWD's consideration of any alternatives and mitigation measures. In addition, the Parties intend that CEQA, and all other applicable environmental compliance laws, will be fully complied with prior to this Agreement being binding on the Parties. (See *Save Tara v. City of Los Angeles*

(2008) 45 Cal. 4th 116.)

- 4. <u>Term of Agreement</u>. The term of this Agreement shall commence as of the date water is first delivered to the Watermaster under this Agreement and shall remain in effect until September 30, 2023, unless earlier terminated as provided in this Agreement.
- 5. Extension of Term of Agreement. By not later than December 31, 2022, MCWD shall determine its own needs for the water sold under this Agreement and shall notify the Watermaster by April 1, 2023, (a) how much of the 700 AF would continue to be available for sale under this Agreement and (b) the extended term of the Agreement. Watermaster shall decide by July 1, 2023, if it will agree to the proposed extended term of the Agreement for the amount of water proposed. If the extended term and other appropriate issues under this Agreement are not agreed upon by September 1, 2023, then this Agreement shall terminate in accordance with Section 4.
- 6. <u>Points of Delivery; Ownership of Water; Only Contract to Sell Water</u>. Water shall be delivered to the designated Points of Delivery. The Watermaster shall own the water at each Point of Delivery. The Parties confirm that this Agreement constitutes a contractual right to purchase water and that no water right is conferred by MCWD to the Watermaster.

7. Agency Act Compliance.

7.1. The Agency Act Section 9(u) provides:

The agency has perpetual succession and <u>may</u> do any of the following:

- (u) Prevent the export of groundwater from the Salinas River Groundwater Basin, except that use of water from the basin on any part of Fort Ord shall not be deemed an export. Nothing in this act prevents the development and use of the Seaside Groundwater Basin for use on any lands within or outside that basin.
- 7.2. The Parties agree that any groundwater sold to the Watermaster must only be used within that portion of the Ord Community within the Seaside Basin as shown on attached Exhibit "A." None of this water can be sold for use on the Peninsula.
- 7.3. Since DWR has determined that the entire Seaside Basin is officially and hydrologically a part of the SVGB, nothing herein is intended to prevent either Party from seeking clarification of Agency Act Section 9(u) in light of the official DWR determination.

8. <u>Measurement</u>. MCWD shall measure all water delivered to Watermaster. MCWD shall keep and maintain accurate and complete measurement records. MCWD will install, operate, and maintain water metering equipment that are reasonably acceptable to both Parties at all Points of Delivery unless reasonably acceptable metering equipment have already been installed. The meters shall be examined, tested and serviced regularly by MCWD to maintain their accuracy in accordance with the meter manufacturer's written recommendations. Watermaster may inspect the metering equipment and the measurement records during regular business hours upon reasonable notice. Watermaster reserves the right to install reciprocal measuring devices that comply with the same standards and procedures set forth above. Disparities between MCWD and Watermaster measurements will be resolved pursuant to the Disputes Resolution provision of this Agreement.

9. **Delivery of Water**.

- 9.1. Delivery Schedules. Except for the first Water Year under this Agreement addressed in Subsection 9.1d below, the amounts, times and rates of delivery of water to Watermaster during any Water Year shall be in accordance with a water delivery schedule for that Water Year to be determined as follows:
- a. On or before May 1 preceding each new Water Year, the Watermaster shall submit to MCWD a preliminary water delivery schedule indicating the amounts and rates of delivery of the water desired by the Watermaster for each Point of Delivery during each month of the next succeeding two Water Years. The amounts and rates of delivery of the water during the months of May, June, July, August, and September shall not be greater than twenty percent (20%) more than the average amounts and rates of delivery during the preceding months of that Water Year unless a greater variation is approved by MCWD. Unless otherwise agreed by MCWD, the delivery rate for each month of the schedule shall be at a fixed gallons-per-minute rate.
- b. Upon receipt of a preliminary schedule, MCWD will review it and after consultation with the Watermaster shall make such modifications as the MCWD deems necessary. On or before August 1 preceding each new Water Year, MCWD shall determine and furnish to the Watermaster the water delivery schedule for the coming new Water Year for each Point of Delivery, which will show the amounts and flow rates of water to be delivered to each Point of Delivery during each month of that Water Year.
- c. A water delivery schedule may be amended at any time by the Parties by mutual agreement.
- d. The approved delivery schedule for the current Water Year ending September 30, 2018, and the following Water Year ending September 30, 2019, are attached hereto as Exhibit "B" and incorporated herein by reference.
- 9.2. During the term of this Agreement, MCWD shall use its reasonable best efforts to deliver the water to the Watermaster in accordance with the agreed upon delivery schedules.

- 9.3. Variability in Delivery. The Parties recognize and agree that there could be variability in the amount of water delivered in any Water Year and agree that the total amount of water delivered in any Water Year may vary by plus-or-minus 50 AF. Any under-delivery of water during a Water Year shall be made up during the next Water Year and the delivery schedule for the next Water Year shall include that make up water. Watermaster agrees to pay for any over-delivery of water up to a maximum of 50 AF in any given Water Year at the price specified in Section 11.
- 10. **Water Quality**. All water delivered by MCWD for its Source Water Wells to the Watermaster at each Point of Delivery shall meet the water quality requirements set forth in Applicable Law for potable drinking water.
- 11. **Price**. The initial price for this water would be at the Watermaster's Water Year 2016/17 Over Production Replenishment Assessment Rate of \$2,872 per AF. Beginning October 1, 2018, the price per AF shall be adjusted, and annually thereafter on October 1 of each year, based upon the then current Over Production Replenishment Assessment Rate, but in no case shall the price per AF be less than \$2,872 per AF.
- 12. <u>Payments</u>. MCWD shall bill the Watermaster monthly in accordance with the procedures MCWD has established for billing its Ord Community water customers. Watermaster agrees to pay each bill within the time period specified on each bill and further agrees to be subject to such late charges and interest for late payments set by MCWD for its Ord Community water customers.

GENERAL PROVISIONS

13. Breach, Event of Default and Termination.

- 13.1. Remedies for Breach The Parties agree that, except as otherwise provided in this section with respect to termination rights, if any Party breaches this Agreement, any other Party may exercise any legal rights it may have under this Agreement and under Applicable Law to recover damages or to secure specific performance. No Party shall have the right to terminate this Agreement for cause except upon the occurrence of an Event of Default. If a Party exercises its rights to recover damages upon a breach of this Agreement or upon a termination due to an Event of Default, such Party shall use all reasonable efforts to mitigate damages. If a Force Majeure Event occurs, the Affected Party shall be entitled to relief from determination of a breach pursuant to the Force Majeure provision of this Agreement.
- 13.2. Event of Default The following shall each constitute an "Event of Default" under this Agreement:

- a. The failure of MCWD to deliver the 700 AF (plus or minus 50 AF) in any Water Year unless the deliveries were made in accordance with the approved delivery schedule or because of a Force Majeure Event or Events.
- b. The failure of any Party to perform any material term, covenant, or condition of this Agreement, and the failure continues for more than thirty (30) days following the defaulting Party's receipt of written notice of such default from a non-defaulting Party; provided, however, that if and to the extent such default cannot reasonably be cured within such thirty (30) day period, and if the defaulting Party has diligently attempted to cure the same within such thirty (30) day period and thereafter continues to diligently attempt to cure the same, then the cure period provided for herein shall be extended from thirty (30) days to one-hundred twenty (120) days.
- c. The failure of MCWD to meet the required water quality for the Water unless such failure is caused by a Force Majeure Event or Events.
- 13.3. <u>Termination for Event of Default</u>. If an Event of Default occurs, any non-defaulting Party may terminate this Agreement immediately upon written notice to the other Parties. A non-defaulting Party may enforce any and all rights and remedies it may have against a defaulting Party under Applicable Law.
- 14. <u>Dispute Resolution</u>. Representatives from each Party shall meet and use reasonable efforts to settle any dispute, claim, question or disagreement (a "Dispute") arising from or relating to this Agreement. To that end, the Parties' representatives shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first notice of the Dispute is received by the non-disputing Parties, then the Parties shall pursue non-binding mediation to be completed within one-hundred twenty (120) days after the notice of the Dispute is received by the non-disputing Parties. The Parties agree to pay equal shares of the cost of the neutral mediator and any related costs incurred by the mediator. If the Parties do not settle the Dispute within the one-hundred twenty (120) day period, unless extended by mutual agreement, any Party may pursue any and all available legal and equitable remedies.
- 15. <u>Indemnification</u>. Each Party (an "Indemnifying Party") shall fully indemnify the other Parties and their respective officers, directors, employees, consultants, contractors, representatives and agents (the "Indemnified Persons") against, and hold completely free and harmless from, all liability and damages including any cost, expense, fine, penalty, claim, demand, judgment, loss, injury and/or other liability of any kind or nature, including personal or bodily injury, death or property damage, that are incurred by or assessed against the Indemnified Persons and directly or indirectly caused by, resulting from, or attributable to the fault, failure, breach, error, omission, negligent or wrongful act of the Indemnifying Party, or its officers, directors, employees, consultants, contractors, representatives and agents, in the performance or purported performance of the Indemnifying Party's obligations under this Agreement, but only to

the extent of and in proportion to the degree of fault, failure, breach, error, omission, negligent or wrongful act of the Indemnifying Party, or its officers, directors, employees, consultants, contractors, representatives and agents.

16. Force Majeure Event Relief.

- 16.1. If a Force Majeure Event occurs, the Affected Party shall be entitled to (1) relief from its performance obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects Affected Party's performance of such obligations, and (2) an extension of schedule to perform its obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects Affected Party's ability to perform such obligations in the time specified in this Agreement. The occurrence of a Force Majeure Event shall not, however, excuse or delay the other Parties' obligation to pay monies previously accrued and owing to Affected Party under this Agreement, or for Affected Party to perform any obligation under this Agreement not affected by the occurrence of the Force Majeure Event.
- 16.2. Upon the occurrence of a Force Majeure Event, Affected Party shall notify the other Parties in accordance with the notice provisions set forth herein promptly after Affected Party first knew of the occurrence thereof, followed within fifteen (15) days by a written description of the Force Majeure Event, the cause thereof (to the extent known), the date the Force Majeure Event began, its expected duration and an estimate of the specific relief requested or to be requested by the Affected Party. Affected Party shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under the Agreement and otherwise mitigate the adverse effects of the Force Majeure Event. While the Force Majeure Event continues, the Affected Party shall give the other Parties a monthly update of the information previously submitted. The Affected Party shall also provide prompt written notice to the other Parties of the cessation of the Force Majeure Event.
- 17. **Amendments**. No change, alteration, revision or modification of the terms and conditions of this Agreement shall be made, and no verbal understanding of the Parties, their officers, agents or employees shall be valid, except through a written amendment to this Agreement duly authorized and executed by the Parties.
- 18. **Remedies Not Exclusive**. The use by any Party of any remedy for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.
- 19. <u>Mitigation of Damages</u>. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of another Party.

20. **Supervising Court's Approval**.

- 20.1. If this Water Sale Agreement needs to be submitted to the Supervising Court for approval, the Parties agree to work together and cooperate in good faith to obtain any such approval.
- 20.2. If this Agreement is not approved by the Supervising Court in a manner acceptable to the Parties, any Party may, within sixty (60) days after the effective date of the decision or order of the Supervising Court not approving this Agreement, give written notice to the other Parties that the Agreement will terminate ten (10) days after receipt of such notice ("Termination Date"). Those acts and obligations that are to be performed on or after the Termination Date shall be discharged and no Party shall thereafter be obligated to continue to perform this Agreement or any provision hereof. Whether this Agreement is approved by the Supervising Court in a manner acceptable to the Parties or not, those acts and obligations performed prior to the Termination Date shall be final and no party shall have any claim to be restored to its pre-Termination Date status with regard to any of those acts or obligations.
- 21. **No Waiver**. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any default or breach shall affect or alter this Agreement, and each and every covenant, term, and condition hereof shall continue in full force and effect to any existing or subsequent default or breach.
- 22. <u>Successors in Interest, Transferees, and Assignees</u>. This Agreement and all the rights and obligations created by this Agreement shall be in full force and effect whether or not any of the Parties to this Agreement have been succeeded by another entity, or had their interests transferred or assigned to another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest, transferee, or assignee. If any Party is succeeded by another entity, it shall assign this Agreement to its successor. No succession, assignment or transfer of this Agreement, or any part hereof or interest herein, by a Party shall be valid without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- 23. <u>Covenants and Conditions</u>. All provisions of this Agreement expressed either as covenants or conditions on the part of any Party shall be deemed to be both covenants and conditions.
- 24. **Governing Law**. This Agreement and the rights and obligations of the Parties shall be governed, controlled and interpreted in accordance with the laws of the State of California.

- 25. <u>Headings</u>. All headings are for convenience only and shall not affect the interpretation of this Agreement.
- 26. <u>Construction of Agreement Language</u>. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any Party. The Agreement shall be construed consistent with the provisions hereof, in order to achieve the Purposes of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- 27. <u>Drafting Ambiguities</u>. This Agreement is the product of negotiation and preparation between the Parties. The Parties and their counsel have had the opportunity to review and revise this Agreement. The Parties waive the provisions of Section 1654 of the Civil Code of California and any other rule of construction to the effect that ambiguities are to be resolved against the drafting Party, and the Parties warrant and agree that the language of this Agreement shall neither be construed against nor in favor of any Party unless otherwise specifically indicated.
- 28. Partial Invalidity; Severability. If any one or more of the terms, provisions, covenants or conditions of this Agreement are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, the Parties agree to amend the terms of this Agreement in a reasonable manner to achieve the intention of the Parties without invalidity. If the terms cannot be amended thusly, the invalidity of one or several terms will not affect the validity of this Agreement as a whole unless the invalid terms are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have entered into this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Parties without prejudice to the affected Party's rights in law or equity.
- 29. <u>No Third Party Beneficiaries</u>. Nothing in this Agreement is intended to create any third party beneficiaries to the Agreement, and no person or entity other than the Parties and their respective permitted successors, transferees and assignees shall be authorized to enforce the provisions of this Agreement.
- 30. Relationship of the Parties. The relationship of the Parties to this Agreement shall be that of independent contractors. Each Party shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work or obligations assigned to them under this Agreement.
- 31. **Signing Authority**. The representative of each Party signing this Agreement hereby declares that authority has been obtained to sign on behalf of the

Party such person is representing.

- 32. **Further Acts and Assurances**. The Parties agree to execute, acknowledge and deliver any and all additional papers, documents and other assurances, and shall perform any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.
- 33. <u>Opinions and Determinations</u>. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of any Party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.
- 34. <u>Interpretation of Conflicting Provisions</u>. If there is any conflict, discrepancy or inconsistency between the provisions of this Agreement and the provisions of any exhibit or attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 35. <u>Integration</u>. This Agreement, including the exhibits, represent the entire Agreement between the Parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the Effective Date.
- 36. <u>Counterparts</u>. All signatures need not appear on the same counterpart of this Agreement and all counterparts of this Agreement shall constitute one and the same instrument.
- 37. <u>Notices</u>. All notices to a Party required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) when delivered in person; (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); or (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery. Notices to the Parties shall be sent to the following addresses or to other such addresses as may be furnished in writing by one Party to the other Parties:

Watermaster:

Seaside Groundwater Basin Watermaster P.O. Box 51502 Pacific Grove, CA 93950

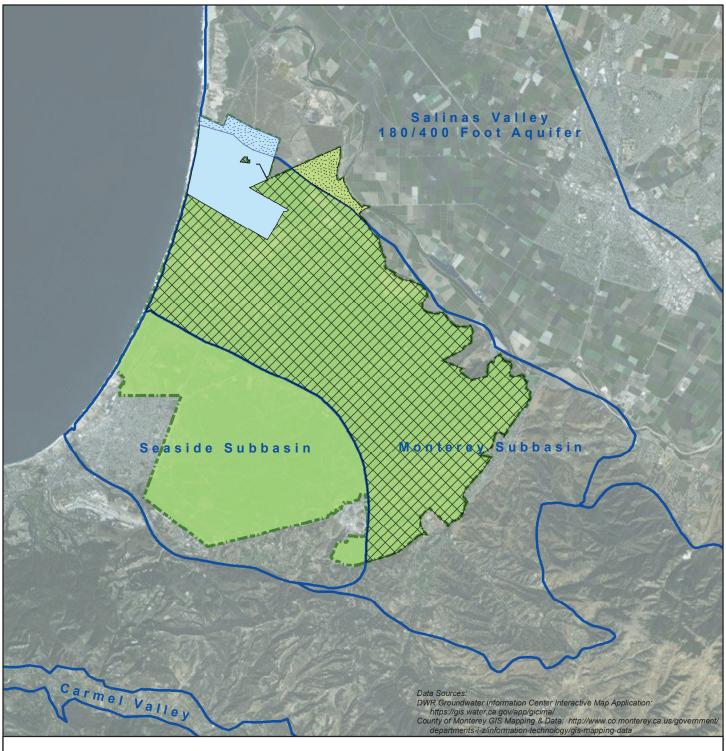
MCWD:

Marina Coast Water District Attn: General Manager 11 Reservation Road First Draft November 20, 2017

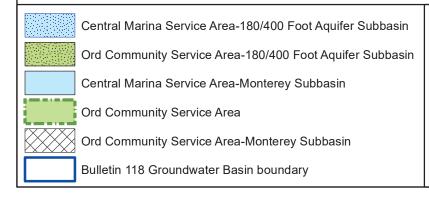
Marina, CA 93933-2099

SIGNATURE PAGE FOLLOWS

EXHIBIT A



MCWD Service Area



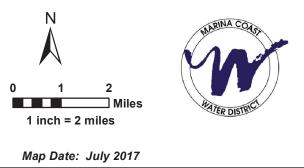


EXHIBIT B