

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("AGREEMENT"), effective as of the last date of execution below ("Effective Date"), is made by and between California River Watch, a nonprofit corporation, on behalf of itself and its members ("CRW"), and the County of Madera ("COUNTY"). At times, CRW and the COUNTY shall hereinafter be referred to as a "PARTY" or collectively as the "PARTIES."

I. RECITALS

- A. **WHEREAS**, CRW is a 501(c)(3) nonprofit, public benefit corporation organized under the laws of the State of California, dedicated to protect, enhance, and help restore the surface waters and groundwater including all rivers, creeks, streams, wetlands, vernal pools and tributaries of California;
- B. **WHEREAS**, the COUNTY is a general law county organized and operating under the laws of the State of California;
- C. **WHEREAS**, the COUNTY oversees the operations of Maintenance Districts and Service Areas (collectively referred to herein as the "Maintenance Districts") located throughout the COUNTY that provide one or more specialized services to the COUNTY'S residents, including the supply of drinking water, and the COUNTY'S Board of Supervisors sits as the Board of Directors for the Maintenance Districts;
- D. **WHEREAS**, this AGREEMENT addresses the drinking water supplied by all of the COUNTY'S Maintenance Districts and subject to various federal and state regulatory requirements, including but not limited to the Federal Safe Drinking Water Act, 42 U.S.C., §300f *et seq.* and its related regulations under 40 C.F.R. Part 141 (hereinafter the "SDWA"), the California Safe Drinking Water Act, Health and Safety Code §116270 *et seq.* and its related regulations under Titles 17 and 22 of the California Code of Regulations (hereinafter the "California SDWA");
- E. **WHEREAS**, on or about May 2, 2013, CRW served the COUNTY with a 60-Day Notice of Violations and Intent to File Suit under the SDWA ("SDWA Notice Letter");
- F. **WHEREAS**, on or about November 21, 2013, CRW filed a Complaint against the COUNTY in the United States District Court, Eastern District of California, Case No. 1:13-cv-01893-AWI-SMS ("Complaint");
- G. **WHEREAS**, the COUNTY denies any and all liability or any wrongdoing, whatsoever, under the SDWA, including but not limited to any and all of CRW's allegations and/or claims that were, or could have been asserted against the County in the SDWA Notice Letter and the Complaint;

- H. **WHEREAS**, CRW and the COUNTY have expended effort and resources in investigating and evaluating the allegations and claims set forth in the SDWA Notice Letter and the Complaint, including the exchange of information regarding the Maintenance Districts, as well as engaging in negotiation and technical dialogue regarding settlement.
- I. **WHEREAS**, CRW and the COUNTY, through their respective authorized representatives and without either adjudication of CRW'S claims or admission by the COUNTY of any alleged violation or other wrongdoing, now wish to resolve all disputes, obligations, and purported or actual claims or causes of action, which may exist by and between CRW and the COUNTY regarding compliance with the SDWA or any other law as to any and all of the Maintenance Districts located within the COUNTY, including without limitation any and all current and future disputes, obligations, claims and/or causes of action that were or could have been asserted, or can be asserted in the future, in or pursuant to the SDWA or any other law, statute, regulation, etc., through settlement and avoid the cost and uncertainties of further litigation; and;
- J. **WHEREAS**, CRW and the COUNTY, have agreed that it is in their mutual interest to enter into this AGREEMENT setting forth the terms and conditions appropriate to resolving CRW'S allegations set forth in the SDWA Notice Letter and Complaint.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the PARTIES, CRW and the COUNTY, hereby agree as follows:

II.
TERMS AND CONDITIONS

A. RECITALS.

The foregoing Recitals in Section I above are true and correct.

B. PARTIES TO AGREEMENT.

This AGREEMENT, and each of its provisions, including all representations, warranties, and promises contained herein, binds, and inures to the benefit of CRW and the COUNTY regarding all of the COUNTY'S Maintenance Districts as defined in Section I(C) above, including but not limited to Maintenance District #6, Maintenance District #24 and Maintenance District #42.

C. TERM OF AGREEMENT.

The "Effective Date" of this AGREEMENT is the last date on which the signature of a PARTY to this AGREEMENT is executed, and, except as otherwise provided herein, the "Termination Date" of this AGREEMENT is the date that all of the requirements as to the COUNTY'S Maintenance Districts #6, #24 and #42 under Section II(D) are completed by the COUNTY.

D. ACTIONS TO BE PERFORMED BY THE COUNTY.

1. **Compliance with the Maximum Contaminant Level (“MCL”) for Arsenic and Radionuclides as proscribed by the SDWA.** On or before the dates specified herein, the COUNTY shall exercise all reasonable efforts to ensure that the drinking water supplied by the following Maintenance Districts complies with the MCL for Arsenic and Radionuclides under the SDWA : Maintenance District #6 (February 1, 2017), Maintenance District #24 (January 1, 2020), and Maintenance District #42 (December 1, 2016). The PARTIES agree that the COUNTY shall be excused from completing its compliance efforts within the timeframes proscribed herein so long as the COUNTY provides CRW with written notice of its need to extend these compliance deadlines and reason(s) for such extension, including but not limited to, lack of funding to the COUNTY from any state or federal sources. The PARTIES understand and mutually agree that the funding necessary to bring the Maintenance Districts into compliance cannot and will not come from the COUNTY (General Fund or any other fund). As such, the COUNTY agrees to exercise all reasonable efforts to apply for and secure the necessary funding from any state or federal sources; however, any delay in funding that is outside the COUNTY’S control is not a breach of this AGREEMENT.

a. ***Additional Information Regarding MCL Compliance Deadline for Maintenance District #24***

The PARTIES acknowledge and agree that Maintenance District #24 only has one well that has been found not to be in compliance with the MCLs under the SDWA. The PARTIES further acknowledge and agree that as a result of the COUNTY blending the water from the one noncompliant well within Maintenance District #24 with other existing wells, the drinking water supplied by Maintenance District #24 is currently in compliance with the MCLs under the SDWA. Accordingly, the PARTIES acknowledge and agree that because the blended drinking water provided by Maintenance District #24 complies with the MCLs under the SDWA, it is currently not eligible to receive remedial funding from the State or Federal Government. The COUNTY intends to continue to pursue funding to remedy the one well in Maintenance District #24 that is out of compliance with MCLs under the SDWA but for the reasons set forth herein may not receive said funding prior to the January 1, 2020 deadline. The COUNTY’S inability to obtain said funding as to Maintenance District #24 shall not be deemed or otherwise construed as a breach of this AGREEMENT.

2. **Public Notification.** The COUNTY shall provide comprehensive and prompt public notification of any laboratory report identifying a violation of MCL(s) for Arsenic and Radionuclides, as proscribed by the SDWA, if any such violation exists, to the COUNTY residents served by Maintenance District #6, Maintenance

District #24 and Maintenance District #42. Said notification shall be made in the manner required by the SDWA and the laws of the State of California.

3. **Notification of Compliance Efforts to CRW.** Commencing within six (6) months after the Effective Date of this AGREEMENT and continuing until completion of the compliance efforts stated in Section II(D)(1) above, the COUNTY shall provide CRW, on a semi-annual basis, with copies of all correspondence and documentation sent to or received from the California Department of Public Health and State Water Resources Control Board related to compliance with the SDWA MCL requirements for Arsenic and Radionuclides, as to the COUNTY'S Maintenance Districts #6, #24 and #42 proscribed in Section II(D)(1) above. The copies of correspondence and documentation the COUNTY is required to provide to CRW under this section may be submitted to CRW either electronically or by First Class Mail.
4. **Workshop For COUNTY Residents Served By Maintenance Districts #6, #24 and #42.** Commencing within six (6) months after the Effective Date of this AGREEMENT, and continuing until completion of the compliance efforts proscribed in Section II(D)(1) above, the COUNTY shall conduct an annual workshop for the residents of the COUNTY served by Maintenance Districts #6, #24 and #42 regarding the COUNTY'S efforts to satisfy its obligations under Section II(D)(1) above.
5. **CRW'S Attorneys' Fees and Costs.** Within thirty (30) calendar days after the Effective Date of this AGREEMENT, the COUNTY shall pay to CRW the total sum of Thirty Thousand Dollars (\$30,000.00) as reimbursement for CRW'S investigative, expert and attorneys' fees and costs. Payment shall be made by the COUNTY to CRW in the form of a single check made payable to "California River Watch," and shall constitute full and final satisfaction and payment for all costs of litigation and attorneys' fees incurred by CRW that have or could have been claimed in connection with CRW'S allegations in the SDWA Notice Letter and the Complaint up to and including the Effective Date of this AGREEMENT, and for CRW'S expert and attorneys' fees and costs spent monitoring and enforcing the COUNTY'S compliance with ongoing obligations under this AGREEMENT up to and including the Termination Date, with the exception of any action taken to enforce this AGREEMENT in accordance with the dispute resolution procedures set forth in Section II(K) below. Payment shall be mailed to Law Office of Jack Silver, P.O. Box 5469, Santa Rosa, CA 95402-5469.

E. RELEASE OF LIABILITY.

1. It is the intent of the PARTIES that the execution and delivery of this AGREEMENT constitutes a full and complete satisfaction of all rights, claims and demands by CRW against the COUNTY with respect to any and all allegations and claims under the SDWA and/or California SDWA. CRW, on behalf of itself and any and all of its agents, representatives, successors, members, directors, officers, employees and assigns, and all persons, firms and corporations

having an interest in them, does hereby absolutely, fully, and forever release, relieve, remise, and discharge the COUNTY, and its past and present employees, officers, directors, elected officials, board of supervisors, attorneys, and the predecessors, successors, and assigns of any of them, from any and all causes of action, claims, damages (including punitive damages), demands, debts, actions, attorneys' fees, costs of suit, and liabilities of every kind or nature whatsoever, based upon, connected to, relating to and/or arising out of claims that were or could have been asserted against the COUNTY under the SDWA and/or California SDWA, including but not limited to those that were or could have been asserted in the SDWA Notice Letter and Complaint concerning all of the COUNTY'S Maintenance Districts. The release provided for herein shall be valid and effective whether the claims, causes of action, or liability hereby released (i) are known or unknown, suspected or unsuspected, (ii) are based in contract, tort, statute, or otherwise, or (iii) arise at law or in equity. This release shall survive the termination of this AGREEMENT, whether by satisfaction of the terms and conditions hereof or operation of law.

2. Further, the PARTIES acknowledge that they are familiar with Section 1542 of the California Civil Code. For any other claims against each other, known or unknown, suspected or unsuspected, and each PARTY expressly waives and relinquishes any rights and benefits which they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.

3. The PARTIES acknowledge that each has specifically reviewed with its attorney the meaning and effect of the release set forth herein, the language of California Civil Code Section 1542, and the waiver contained herein. The PARTIES acknowledge that their attorneys have fully explained the impact of these provisions, and the PARTIES knowingly accept the risks associated with these provisions.

F. COVENANT NOT TO SUE.

As of the Effective Date of this AGREEMENT, CRW agrees that neither CRW, its officers, executive staff, members of its governing board, nor any organization under the control of CRW, its officers, executive staff, or members of its governing board, will serve any sixty (60) day Notice Letter or file any lawsuit against the COUNTY seeking relief for alleged violations of the SDWA, or similar state statutes and/or regulations, including but not limited to the California SDWA, nor will CRW support such lawsuits against the COUNTY brought by other groups or individuals by providing financial assistance, personnel time, or any other affirmative actions. The PARTIES acknowledge and agree that this provision shall survive the

termination of this AGREEMENT, whether by satisfaction of the terms and conditions hereof or operation of law.

G. DISMISSAL WITH PREJUDICE.

Within ten (10) calendar days from the Effective Date of this AGREEMENT, CRW shall file with the United States District Court, Eastern District of California, a Notice of Dismissal With Prejudice, providing that CRW'S Complaint and all claims and causes of action alleged therein against the COUNTY shall be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i).

H. NO ADMISSION.

This AGREEMENT is the direct result of a compromise between the PARTIES of disputed allegations and claims. As such, neither this AGREEMENT nor the payment of any sum of money made pursuant to this AGREEMENT shall constitute evidence or be construed as a finding, adjudication, or acknowledgement of any fact, law or liability, nor shall it be considered or construed as an admission of liability or violation of any law, rule or regulation by the COUNTY. The COUNTY expressly denies any liability or wrongdoing whatsoever under the SDWA, including but not limited to that which has been alleged against it by CRW by way of the SDWA Notice Letter and/or Complaint.

However, this AGREEMENT and/or any payment made pursuant to this AGREEMENT may constitute evidence in actions seeking compliance with, or enforcement of, this AGREEMENT.

I. DELAYS IN SCHEDULE IMPLEMENTATION.

In the event implementation by the COUNTY of the remedial measures set forth in Section II(D) of this AGREEMENT does not occur by the agreed to dates, despite the timely good faith efforts of the COUNTY to acquire any necessary approvals and/or permits, or due to any other factors unforeseen at the time this AGREEMENT was entered into, including but not limited to any delay or lack of funding by state or federal sources for reasons outside of the reasonable control of the COUNTY, the COUNTY agrees to notify CRW in writing as soon as practicable after the anticipated delay becomes apparent, and in any case except in a case of force majeure described below in Section II(J),, not less than twenty (20) days prior to any deadline set forth in Section II(D). The PARTIES agree to meet and confer in good faith concerning the delay and/or non-performance and, where the PARTIES concur that the non-performance was or is impossible, despite the timely good faith efforts of the PARTIES, compliance shall be excused or new performance deadlines shall be established by written agreement between the PARTIES. In the event that the PARTIES cannot timely agree, either PARTY shall have the right to invoke the dispute resolution procedure described in Section II(K) herein.

J. FORCE MAJEURE.

Separate from, and in addition to, any other limitation on the COUNTY'S obligations under this AGREEMENT, the COUNTY shall not be deemed in default or breach of this

AGREEMENT by reason of any event which constitutes a force majeure. For purposes of this AGREEMENT, a force majeure is defined as any event or circumstance arising from causes beyond the reasonable control of the COUNTY or any entity controlled by the COUNTY, including but not limited to its contractors, that delay or prevents the performance of any of the COUNTY'S obligations under this AGREEMENT. This includes, without limitation, acts of God, acts of war, acts of terrorism, fire, explosion, extraordinary weather events, restraint by court order or public authority, or other causes beyond the COUNTY'S reasonable control. Neither increased costs nor economic hardship shall constitute a force majeure, however, any delay or lack of funding to the COUNTY by any state or federal sources for reasons outside of the reasonable control of the COUNTY shall constitute a force majeure.

K. DISPUTE RESOLUTION PROCEDURES.

Except as otherwise provided in this AGREEMENT, any disputes with respect to any of the provisions of this AGREEMENT, including but not limited to any alleged breach of this AGREEMENT, shall be resolved through the following procedure:

1. **Good Faith Negotiations.** The PARTIES covenant and agree that, if either PARTY believes that the other is in violation of one or more terms of the AGREEMENT, the PARTY shall provide written notice to the other PARTY of what actions or inactions they deem to be in violation of this AGREEMENT. Within thirty (30) days of receipt of such notice, the PARTY receiving the notice shall provide a written response. If the PARTIES still dispute compliance with this AGREEMENT, within an additional thirty (30) days, the PARTIES will meet and confer in a good faith attempt to resolve their dispute. If the PARTIES cannot informally resolve their dispute, that PARTY contending a violation of this AGREEMENT has occurred, including but limited to an alleged breach of the AGREEMENT, shall provide written notice that PARTY'S intent to initiate the dispute resolution procedure of this Section II(K). The notice shall include a recitation of all facts and circumstances giving rise to the dispute, including the particular provisions of the AGREEMENT alleged to have been breached and/or otherwise violated.
2. **Mediation.** If the dispute is not resolved by the PARTIES within thirty (30) days after such notice is given, such dispute shall be submitted to mediation before a mutually agreeable neutral mediator. The PARTIES shall each bear their own costs and attorney's fees incurred in connection with such mediation.
3. **Arbitration.** If, and only if, the dispute cannot be resolved by the PARTIES pursuant to the above mechanisms set forth in Sections II(K)(1) and (2), such dispute shall be submitted for binding arbitration, to be conducted by an arbitrator agreed upon by both PARTIES. Either PARTY may request that the presiding judge of the Madera County Superior Court may select an arbitrator if the PARTIES cannot reach an agreement. The shall be binding and not subject to ordinary judicial appeal; however, it shall be subject to the procedural provisions provided for under California Code of Civil Procedure sections 1280, *et seq.* The arbitration shall be conducted in accordance with the arbitration rules and

procedures of JAMS (Judicial Arbitration and Mediation Service) to the extent other conventional rules are not promptly agreed to by the PARTIES. The relief the arbitrator is empowered to award is limited to injunctive relief to take action specified in this AGREEMENT, and the arbitrator shall be empowered to determine a prevailing party and may award payment of reasonable attorneys' fees and costs to a prevailing party. To the extent there are multiple issues with a different prevailing party, the arbitrator may take those facts into account in terms of an award of fees and costs, and can order each PARTY to bear their own fees and costs.

- 4. **Exception if CRW Asserts Violation of This AGREEMENT by the COUNTY.** If CRW asserts that the COUNTY is in violation of this AGREEMENT, and the COUNTY corrects the alleged action or inaction within sixty (60) days of written notice from CRW describing the asserted violations, no further enforcement action under the terms of this AGREEMENT shall be taken by either PARTY.

- 5. **Waiver.** By agreeing to these dispute resolution provisions, including the binding arbitration provision, the PARTIES understand that they are waiving certain important rights and protections that otherwise may have been available to each of them if a dispute between them were determined by a judicial action including, without limitation, the right to a jury trial, and certain rights of appeal. Other than the remedies contained within this AGREEMENT including dispute resolution and specific performance of the terms of this AGREEMENT, there are no other remedies. The PARTIES specifically agree that there is no basis within this AGREEMENT or within the contemplation of the PARTIES to support a claim for consequential damages due to any form of breach.

L. NOTICES.

All notices, consents, approvals, requests, correspondence, documents, reports, demands and other communications (collectively, "Notice") which the PARTIES are required or desire to serve upon or deliver to one another shall be in writing and shall be sent by any of the following methods: (1) regular or certified United States mail, (2) overnight mail, (3) facsimile, or (4) electronic mail, addressed in the appropriate manner for the method of service, as set forth below:

<p>If to CRW:</p> <p>Jack Silver, Esq. Law Office of Jack Silver Post Office Box 5469 Santa Rosa, CA 95402-5469 Tel: (707) 528-8175 Fax: (707) 528-8675 E-Mail: lh28843@sbcglobal.net</p>	<p>If to County of Madera:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>(1) Doug Nelson, Esq. County Counsel County of Madera 200 W. 4th Street Madera, CA 94637 Tel: (559) 675-7717 E-Mail: DNelson@madera-county.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p>(2) Matthew E. Fletcher, Esq. McCormick, Barstow, Sheppard, Wayte & Carruth LLP 7647 North Fresno Street Fresno, California 93720 Telephone: (559) 433-1300 Facsimile: (559) 433-2300 E-mail: matt.fletcher@mccormickbarstow.com</p> </td> </tr> </table>	<p>(1) Doug Nelson, Esq. County Counsel County of Madera 200 W. 4th Street Madera, CA 94637 Tel: (559) 675-7717 E-Mail: DNelson@madera-county.com</p>	<p>(2) Matthew E. Fletcher, Esq. McCormick, Barstow, Sheppard, Wayte & Carruth LLP 7647 North Fresno Street Fresno, California 93720 Telephone: (559) 433-1300 Facsimile: (559) 433-2300 E-mail: matt.fletcher@mccormickbarstow.com</p>
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The foregoing addresses may be changed by Notice given in accordance with this Section II(L). Any Notice shall be deemed submitted on the date that they are sent by electronic mail (provided sender does not receive electronic notice of non-delivery), postmarked and sent by first-class mail, or deposited with an overnight mail/delivery service. If the date of receipt of any Notice to be given hereunder falls on a weekend or legal holiday, then such date of receipt shall automatically be deemed extended to the next business day immediately following such weekend or holiday for the limited purpose of calculating time periods commencing upon the date of service.

M. ATTORNEYS' FEES.

Other than the payment to CRW under Section II(D)(5) and subject to the prevailing party provisions under Section II(K)(3) of this AGREEMENT, each PARTY shall bear its own past and future attorneys' fees and costs relating to the subject matter of this AGREEMENT.

N. PARTIES' ACKNOWLEDGMENT OF TERMS.

This AGREEMENT has been carefully and fully read and reviewed by CRW and the COUNTY and their respective counsel, if any, who hereby represent that the contents of this AGREEMENT are understood, and agree that this AGREEMENT is binding on each PARTY or its respective predecessors, successors, and assigns and as described above.

O. INTERPRETATION, APPLICABLE LAW AND VENUE.

This Agreement shall be construed and interpreted in accordance with the laws of the United States and the State of California without regard to principles of conflicts of law. This AGREEMENT shall be interpreted and construed as a whole, according to its fair meaning and not strictly for or against any PARTY, and without regard to which PARTY drafted the AGREEMENT. All of the promises, representations, and warranties contained in this AGREEMENT survive the execution of this AGREEMENT. In the event a legal dispute arises between the PARTIES that is not otherwise subject to the provisions of the Dispute Resolution Procedure set forth in Section II(K) above, venue for any such dispute shall be the United States District Court, Eastern District of California, Fresno, if such dispute is based upon the interpretation of Federal law and the Superior Court for the County of Madera if such dispute is based upon the interpretation of the laws of the State of California.

P. NO ASSIGNMENTS.

Each PARTY to this AGREEMENT represents and warrants that it has not assigned, transferred, hypothecated, or sold to any third person or entity, any of the rights or obligations released by or entered into under this AGREEMENT.

Q. COUNTERPARTS.

This AGREEMENT may be executed in multiple counterparts, each of which shall evidence one and the same agreement.

R. HEADINGS.

The headings used in this AGREEMENT are for convenience of reference and shall not be used to define any provision.

S. ENTIRE AGREEMENT IN WRITING.

This AGREEMENT constitutes the entire agreement between the PARTIES hereto with respect to the subject matter set forth herein and supersedes all previous or contemporaneous negotiations, commitments (oral or written), and writings with respect to the subject matter set forth herein.

T. MODIFICATION OF THE AGREEMENT.

This AGREEMENT, and any of its provisions herein, may not be amended, changed, discharged, modified, waived, or terminated unless by a written agreement signed by all PARTIES to this AGREEMENT.

U. SEVERABILITY.

The invalidity or unenforceability of any provision of this AGREEMENT shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that this AGREEMENT shall be deemed amended to delete herefrom such provision or portion adjudicated to be invalid or unenforceable, and the remainder of this AGREEMENT shall be deemed to be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this AGREEMENT in the particular jurisdiction in which such adjudication is made.

V. REPRESENTATIONS AND WARRANTIES.

This AGREEMENT is given voluntarily, free of undue influence, coercion, duress, menace, or fraud of any kind. No PARTY, nor any officer, agent, employee, representative, or attorney of or for any PARTY, has made any statement or representation to any other PARTY regarding any fact relied upon in entering this AGREEMENT, and no PARTY is relying upon any statement, representation, or promise of any other PARTY, nor of any officer, agent, employee, representative, or attorney of or for any PARTY, in executing this AGREEMENT or in making the settlement provided herein, except as expressly stated in this AGREEMENT.

W. NO THIRD PARTY BENEFICIARIES.

This AGREEMENT is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this AGREEMENT for any cause whatsoever. Subject only to the express restrictions contained in this AGREEMENT, all of the rights, duties and obligations contained in this AGREEMENT shall inure to the benefit of and be binding upon the PARTIES, and their successors and assigns.

X. AUTHORITY.

Each of the persons signing this AGREEMENT on behalf of an entity represents and warrants that he or she has actual authority and capacity to execute this AGREEMENT on behalf of the entity and to bind it to all of the terms of this AGREEMENT.

IN WITNESS WHEREOF, the undersigned have caused this AGREEMENT to be executed by their duly authorized representatives.

THE COUNTY OF MADERA

By: _____
Tom Wheeler
Chairman
County of Madera Board of Supervisors

Dated: _____, 2014

CALIFORNIA RIVER WATCH

By: _____
Larry Hanson
Board President

Dated: July 15, 2014

APPROVED AS TO FORM:

For THE COUNTY OF MADERA:

Dated: _____, 2014

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: _____
Matthew E. Fletcher
Attorneys for COUNTY OF MADERA

For CALIFORNIA RIVER WATCH:

Dated: 7.16., 2014

LAW OFFICE OF DAVID J. WEINOFF

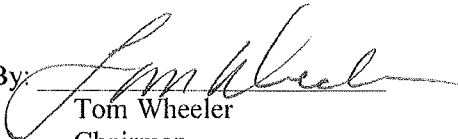
By: _____
David J. Weinoff
Attorneys for CALIFORNIA RIVER WATCH

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THE COUNTY OF MADERA

By: 
Tom Wheeler
Chairman
County of Madera Board of Supervisors

Dated: 7-22, 2014

CALIFORNIA RIVER WATCH

By: _____
Larry Hanson
Board President

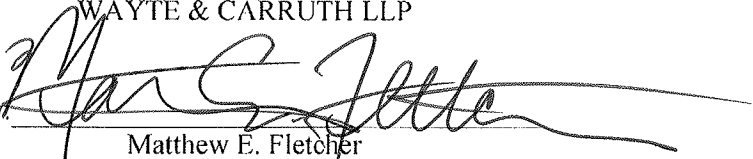
Dated: _____, 2014

APPROVED AS TO FORM:

For THE COUNTY OF MADERA:

Dated: 7-22, 2014

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: 
Matthew E. Fletcher
Attorneys for COUNTY OF MADERA

For CALIFORNIA RIVER WATCH:

Dated: _____, 2014

LAW OFFICE OF DAVID J. WEINSOFF

By: _____
David J. Weinsoff
Attorneys for CALIFORNIA RIVER WATCH