

## **RESTATED AND AMENDED INTERIM REPLACEMENT WATER SETTLEMENT AGREEMENT**

This Restated and Amended Interim Replacement Water Settlement Agreement (the “Agreement”), effective March 29, 2018 (the “Effective Date”), is between the Chief Deputy Director of the California State Water Resources Control Board, acting as lead prosecutor with the support of the State Water Resources Control Board’s Office of Enforcement (the “State Board Prosecutors”) and the Executive Officer for the Central Coast Regional Water Quality Control Board (the “Central Coast Executive Officer”) (collectively, the “Water Boards Team”), on the one hand, and the Salinas Basin Agriculture Stewardship Group, LLC, a Delaware limited liability company (the “SBASG”), on the other, each of which is sometimes referred to in this Agreement as a “Party” or, collectively, as the “Parties,” based on the terms, conditions, and recitals below.

### **RECITALS**

- A. The State Board Prosecutors and Central Coast Water Board staff have alleged that some drinking water sources in the Salinas Valley Groundwater Basin (the “Basin”) contain nitrate levels that exceed applicable state and federal maximum contaminant levels (“MCL”) for drinking water, and that these nitrate levels are due, in part, to the application of fertilizers containing nitrogen for the growing of private and commercial conventional and organic fruit and vegetable products (the “Nitrate Contamination Claims”). SBASG avers that nitrate levels in excess of the MCL are also due to a variety of other causes, including, but not limited to, (i) fertilizers used for lawns and parks, (ii) nitrates generated by septic systems, and (iii) nitrates that occur naturally in the soil.
- B. Recognizing the public health importance of clean drinking water, SBASG was formed to, among other things, proactively evaluate the scope of, and temporarily finance the provision of interim replacement water to certain drinking water systems and to individual wells that are or may be impacted with nitrate levels above the MCL solutions;
- C. The purpose of this Agreement is for SBASG to provide interim replacement water in exchange for the Water Boards Team temporarily forbearing certain types of enforcement as described herein;
- D. SBASG and its members deny any responsibility or liability for the Nitrate Contamination Claims, but, nonetheless, have been afforded the opportunity by the Water Boards Team to provide replacement drinking water to certain systems and to individual wells impacted by nitrate levels above the MCL, on the terms and conditions provided below. This Agreement thus represents the interim settlement of the Water Boards Team’s claims against certain agricultural owners and operators in the Basin, liability for which SBASG and its members expressly dispute and deny.

- E. This Amended and Restated Interim Settlement Agreement represents the Parties agreements for year two of Agreement. The Interim Settlement Agreement for year one of the Agreement (“Initial Agreement”) provided that SBASG had the option to extend the Agreement provided SBASG was not in breach of the Agreement. The Parties agree that the SBASG may exercise its option to extend the Agreement for an additional one year period and the terms of this Agreement will govern the renewal period.
  
- F. During the Initial Agreement SBASG and/or its agents or independent contractors contacted those system owners on **Exhibit A** in order to initiate the replacement process for drinking water systems identified in **Exhibit A**, List of Systems, that met the Replacement Water Criteria, defined below.
  
- G. The Initial Agreement provided that (i) the SBASG would use commercially reasonable efforts to provide water to 35 systems on Exhibit A that met the Replacement Water Criteria, and (ii) provide water to any other party that met the Replacement Water Criteria and was economically disadvantaged.
  
- H. The Parties recognize that SBASG has invested substantial resources to implement the obligations set forth in this Agreement. The Parties are also aware that a State wide program that may address some of the obligations set forth in this Agreement is being considered and may be implemented on a State wide basis (“State Wide Solution”). Given the resources expended by the SBASG, the Parties recognize that it may be beneficial for the SBASG to continue this Agreement even if a State Wide Solution is adopted and the Parties are supportive of this goal, provided, all Parties remain compliant with any new laws rules or regulations in effect.

In consideration of the covenants contained in this Agreement, and for other further good and valuable consideration, including, but not limited to, the terms herein and the avoidance of further costs, inconvenience, and uncertainties related to the Nitrate Contamination Claims, the Parties agree as follows:

## **AGREEMENT**

### **1.0 Term**

1.1 The initial term of this Agreement commenced on March 29, 2017 and ended on March 28, 2018. This Agreement has been fully Amended and Restated as of March 29, 2018. The new Term of this Agreement shall commence on March 29, 2018 and will automatically renew for additional one year periods unless any Party to this Agreement provides notice to the other parties no more than six months prior to the end of a term and no less than sixty days prior to the end of a term unless terminated on an earlier date, or mutually extended by the Parties, according to the terms of this Agreement.

## 2.0 Scope

2.1 During the Term of this Agreement, SBASG and/or its agents or independent contractors will undertake to provide replacement drinking water for systems and individual wells identified in the Salinas Valley Basin as described in the Parties Year 2 Water Replacement Plan that meet the following criteria (collectively, the “Replacement Water Criteria”):

- (a) The System or individual well is located within, or in shallow groundwater above, one or more of the following four groundwater sub-basins of the Basin: (i) the 180/400 Foot Aquifer, (ii) the East Side Aquifer, (iii) the Forebay Aquifer, or (iv) the Upper Valley Aquifer, as described in Bulletin 118;
- (b) The nitrate level in the System or individual well’s drinking water exceeds the MCL;
- (c) Except as provided in Section 3.0 of this Agreement (which addresses SBASG properties), the System or individual well is not physically located on property subject to regulation under the Irrigated Lands Regulatory Program (the “Irrigated Lands Program”) and/or the Central Coast Regional Water Quality Control Board’s Conditional Waiver of Waste Discharge Requirements (Agricultural Order No. R3-2012-0011), as upheld by the State Water Resources Control Board with modifications in Order WQ 2013-0101, and as may be amended, superseded, and/or replaced from time to time (the “Conditional Waiver”);
- (d) The System or individual well’s users are not already receiving replacement drinking water at no cost to the users; and
- (e) The System or individual well is being used to provide drinking water.

2.2 SBASG, whether individually and/or through its agents or independent contractors, will determine whether each System or individual well meets the Replacement Water Criteria. SBASG will track the results of its verification process of each System or individual well against the Replacement Water Criteria, including whether each System or individual well is found to be receiving replacement water already at no cost to the user. The Water Boards Team may review and verify the results of SBASG’s verification process. The Water Boards Team acknowledges and agrees that, during the Term of this Agreement, SBASG and/or its agent or independent contractor will need to, among other things, (i) contact system and/or well owners, operators, and/or users, whether by phone, written communications, on-site visits, or otherwise; and (ii) access and/or obtain potentially-confidential and/or sensitive well information, water testing data or samples, and similar information and documents.

2.3 SBASG and/or its agents or independent contractors will provide and fund bottled water deliveries to Systems and individual wells that have been determined by SBASG to meet the Replacement Water Criteria, subject to the Water Boards Team’s review and verification and to other well owners and system owners located in the Basin with drinking water that exceeds the MCL (“Candidates”). This may include appropriate special delivery provisions for aged and disabled persons. SBASG may provide alternate forms of replacement water, or funding for replacement water, to the Systems and individual wells if financially and logistically feasible. SBASG is obligated to use all commercially reasonable steps to provide replacement water to individuals and systems that received water between March 29, 2017 and March 28, 2018 of the Agreement and qualified Candidates pursuant to the current Water Replacement Plan reviewed and approved by the Water Boards Team. The Water Boards Team may audit systems or individual wells included for service to ensure that adequate replacement water was provided to each System and individual well.

The Water Boards Team acknowledges and agrees that SBASG is not obligated to provide, or continue to provide, bottled water deliveries to a System if a System owner or user refuses to receive the bottled water deliveries.

2.4 As a condition precedent to the renewal of the term of the Agreement described in section 1.1, SBASG shall annually present to the Water Board Team, for its review and approval, a water replacement plan to identify and provide replacement drinking water to all impacted drinking water systems and well owners/users within the Basin, irrespective of financial need, similar to the water replacement process set forth in this Section 2 (“Water Replacement Plan”). Systems and well owners/users identified in year 2 need not be financially disadvantaged to qualify for replacement water. The annual Water Replacement Plan shall be of sufficient detail to be implemented within a reasonable time and contain: (i) a sampling and analysis plan to identify remaining drinking water wells in the Basin needing replacement water due to nitrate concentrations in excess of the MCL, (ii) an outreach plan to inform Subject Area residents about the potential for nitrate contaminated drinking water and the concomitant health risks, their options and a process for applying for and receiving timely replacement drinking water at no cost to the users, and (iii) an implementation plan to ensure that any nitrate-impacted systems and/or wells above the MCL receive water in commercially reasonable time. The Water Replacement Plan should be submitted to the Water Board Team on or before February 14th of each year. If the Water Board Team has questions or concerns, the Parties shall meet and in good faith attempt to resolve those questions and concerns prior to March 29th.

2.5 Except as otherwise provided in this Agreement, neither SBASG nor its members shall be obligated to perform any additional work or verification of, or provide replacement water or payment for, drinking water sources in the Basin during the Term of this Agreement. Any such additional work or payment shall be performed solely at SBASG’s option. For example, SBASG may provide to the Water Boards Team from time to time empirical information that the systems identified herein that are being used to provide drinking water no longer contains nitrate levels that exceed the MCL or that the source of the nitrate contaminants has been removed in order to mutually approve the removal of that System from the scope of this Agreement.

### **3.0 Confirmation of Replacement Water for SBASG Properties**

3.1 SBASG will, upon request, submit a confirmation notice (“Confirmation Notice”) to the Water Boards Team stating that, for each SBASG member who owns and/or operates agricultural property for which a Notice of Intent (“NOI”) has been submitted under the Conditional Waiver, if any, domestic water users on properties identified in each NOI whose drinking water sources exceed the nitrate MCL have received replacement drinking water, whether through ongoing and consistent bottled water deliveries, treatment systems, or otherwise. A copy of the form of the Confirmation Notice to be used by SBASG is attached as Exhibit C. If any such domestic water users have not received replacement drinking water, the appropriate SBASG member(s) will, within an additional 60 days, identify the outstanding water source(s), coordinate the provision of replacement water to the appropriate users, and submit a Confirmation Notice directly to the Water Boards Team with a copy to SBASG reflecting this information.

Section 3.1 of this Agreement applies only to properties identified in each SBASG member’s respective NOI, if any. The Water Boards Team understands and agrees that the Confirmation Notice submitted to or received by SBASG does not obligate SBASG to review or audit the data or certify its accuracy except as otherwise provided in Section 2.2. Instead, each member of SBASG is certifying under Section 3.1 under penalty of perjury that the information provided to SBASG, pursuant to the Confirmation Notice, is complete and accurate at the time submitted.

3.2 Each member who joins SBASG shall comply with the Agreement. The Water Boards Team may require documentation from the individual member to verify the information provided in the Confirmation Notice by SBASG.

#### **4.0 Status Reports**

Every three months during the Term of this Agreement, SBASG and/or its agent or independent contractor shall provide the State Board Prosecutors and the Central Coast Executive Officer a status report regarding the progress of the replacement water efforts taken pursuant to this Agreement. The status report will specify, amongst other items, the number of systems and individual wells provided replacement water. The Water Boards Team may collectively request additional status reports from SBASG or additional information provided to it by its contractors related to this effort on advance written notice of at least five (5) business days.

#### **5.0 Enforcement Actions; Third Party Claims**

5.1 During the Term of this interim Agreement, the Water Boards Team covenants and agrees that it will not issue, prosecute, or otherwise pursue any actions, lawsuits, or claims, including, but not limited to, any administrative, regulatory, or enforcement action for replacement water and/or groundwater cleanup and/or abatement of nitrate contaminated groundwater where replacement water is being provided, against SBASG or any of its members arising out of or related to any past, present, actual, or threatened discharge of nitrate or nitrogen in the Basin. **Except as provided for in Section 5.2**, the scope of the temporary waiver of claims provided in this Section 5.1 shall be construed as broadly as possible and shall include, but not be limited to, cleanup and abatement orders to provide replacement water under California Water Code section 13304,

investigation orders under California Water Code section 13267, cease and desist orders under California Water Code section 13301, any other claims or actions under Division 7 (commencing with Section 13000) of the California Water Code, and any other actions, lawsuits, or other claims for replacement water, whether based on statute, common law, or other theories of liability.

5.2 Without exception, Section 5.1 does not restrict the State Board Prosecutors or the Central Coast Executive Officer and/or Central Coast Water Board prosecution staff from pursuing any action against a member of SBASG under an applicable Conditional Waiver, or under Division 7 of the Water Code, except as such actions pertain to replacement water due to nitrate contamination.

During the Term of this Agreement, if a private party or other third party to this Agreement initiates or asserts any lawsuit or other claim (whether based in tort, contract, or another theory of liability) against an SBASG member(s) arising out of or relating to any actual or threatened discharge of nitrate or nitrogen in the Basin, the Water Boards Team, upon request by the affected SBASG member(s), shall cooperate with SBASG member(s) in good faith by providing the SBASG member(s) any and all information requested by the SBASG member(s) that is in its possession, custody, or control.

5.3 SBASG's submission of a Confirmation Notice to the Water Boards Team as provided in Section 3.0 of this Agreement, including the Water Boards Team's right to verify the information as provided in Section 3.3, and confirmation that said member is in "good standing" with SBASG shall constitute conclusive evidence that the member is entitled to the benefits and protections of this Section 5.0. The State Board Prosecutors and the Central Coast Water Board prosecution staff shall immediately dismiss any action, lawsuit, or claim, including, but not limited to, any administrative, regulatory, or enforcement action for replacement water due to nitrate contamination upon verification that said action was initiated subsequent to a person or entity becoming a member in good standing of SBASG. "Good standing" is defined as a member who is in compliance with all of the terms and conditions of this Agreement and the operating agreement between the members of SBASG. This Section 5.4 does not apply to any existing actions (as identified in Sections 5.5 and 5.6) taken against an individual or entity prior to execution of this Agreement without mutual written consent of the Parties.

5.4 The individuals or entities identified as alleged responsible parties in the pending enforcement actions relating to San Vicente Mutual Water Company and Wildhorse Café Water System ("Pending Enforcement Action Party") may only join SBASG and receive all benefits and protections of this Agreement on terms and conditions acceptable to all Parties to this Agreement. Members of SBASG who have received notice of these enforcement actions, but have not been identified as alleged responsible parties in those actions, shall be entitled to the protections afforded in this Agreement. A Pending Enforcement Action Party may join SBASG without approval from the parties to this Agreement, provided, the Pending Action Enforcement Action Party is applying for membership in the SBASG for land unrelated to the pending enforcement actions set forth in this Section.

5.5 Except for the two pending enforcement actions identified in Section 5.4, if the State Board Prosecutors and the Central Coast Water Board prosecution staff initiates or provides

notice of its intent to initiate an administrative, regulatory, or enforcement action for replacement water due to nitrate contamination the individual or entity may only join SBASG and receive the full benefits of this Agreement upon approval of the SBASG. Without exception, SBASG may admit a member who is not entitled to receive all of the benefits and protections of this Agreement with or without consent of the Water Boards Team.

5.6 The State of California is considering legislation that may impact the terms and conditions of this Agreement. For example, if there is any state law or legislation that provides for greater immunity than the immunity granted under this Agreement and SBASG or its members qualify for that state immunity, the immunity provided herein should be augmented to allow for that additional protection. In addition, if state law allows local regions to provide alternative remedies or programs like the Plan provided herein in lieu of using a state funded solution, the Parties agree to meet and confer in good faith and discuss the potential extension and/or permanent continuation of the enforcement “standstill” provided in this Agreement as an alternative to using a state-wide program. If such alternative is not feasible, all Parties will advocate for an appropriate credit for the members of SBASG. In addition, SBASG will continue to provide replacement water as described herein until a state-wide program is capable of implementation. During this meet and confer process, the benefits and obligations of this Section 5 shall continue to apply until a Party formally provides notice that the meet and confer process has been terminated.

## **6.0 Cooperation**

During the Term of this Agreement, the Parties agree to cooperate and assist each other with the implementation of this Agreement and provide agricultural associations and non-SBASG members information about the benefits of a proactive approach to providing replacement water for nitrate-impacted drinking water sources in the Basin and the benefits of joining SBASG to further that objective.

## **7.0 Authorization of Agent or Independent Contract of SBASG**

The Water Boards Team acknowledges and authorizes SBASG to implement its obligations under the terms of this Agreement in conjunction with, or through, an agent(s) or independent contractor(s) selected by SBASG. SBASG shall retain sole discretion to hire and fire any such agent or independent contractor.

## **8.0 No Admissions**

Neither SBASG nor any of its members make any admissions of guilt, fault, and/or liability by providing interim bottled water or any other form of replacement water to residents in the Basin, by entering into this Agreement, or otherwise.

## **9.0 Confidentiality**

9.1 The State Board Prosecutors initiated their investigation against certain landowners within the Basin in December of 2015. Most of those Landowners are not members of SBASG and SBASG was voluntarily formed to collaborate and resolve the Basin’s nitrate issue. Little, if

any, information has been provided to date to the State Board Prosecutors. As consideration for SBASG's work under this Agreement, the Water Boards Team acknowledges and agrees that, to the extent permitted by law, including, but not limited to, the California Public Records Act, any and all privileged information and/or documents arising out of or relating to the Nitrate Contamination Claims or the negotiation, execution, implementation, or terms of this Agreement shall remain privileged ("Confidential Information"). The Water Boards Team further agrees that it will not in any way publicize or cause to be publicized in any communications or media, including but not limited to, books, newspapers, magazines, legal professional journals or periodicals, journals, panels, programs, lectures, radio, television, blogs or internet websites, any Confidential Information, without SBASG's prior, written approval or a court order. The Water Boards Team and SBASG acknowledge and agree that this Agreement is the product of negotiation between the Parties of a disputed claim, and that this Agreement is being implemented during a pending enforcement action. Accordingly, the Water Boards Team acknowledges and agrees to maintain, at all times, the highest level of confidentiality for the Confidential Information permitted by law. Notwithstanding the above, the Water Boards Team and SBASG have mutually agreed that the information in Exhibit B attached hereto can be made public at any time and shall be utilized by all Parties in the event of any inquiries without further consent required, and that they will collaborate on any press releases related to this Agreement.

9.2 If one or more of the Water Boards Team members receives a subpoena or request for records, whether through a Public Record Act request or otherwise, that seeks, or may seek, disclosure of Confidential Information, the Water Boards Team acknowledges and agrees that it will notify and consult with SBASG as soon thereafter as practicable regarding the subpoena or request.

9.3 SBASG shall not disclose to any third party (other than SBASG's independent contractor(s), agent(s), or consultant(s) for purposes of implementing the Agreement) any information, documents, or data designated by the Water Boards Team as confidential.

9.4 To the extent consistent with the California Public Records Act, the terms of this Section 9.0 concerning confidentiality shall remain in full force and effect and survive the termination of this Agreement to the maximum extent permitted by law. However, all Parties understand that SBASG members, and the data provided by SBASG to the Water Boards and data generated by the Water Boards is subject to the California Public Records Act.

## **10.0 Limited Standing of Central Coast Prosecutor to Enforce Contract Terms**

The Central Coast Prosecutor acknowledges and agrees that it is a limited signatory to this Agreement, entitled to enforce only Sections 1.1, 3.0, 5.1, 5.2, 5.3, 5.4, 5.5, and 11.0 of this Agreement. The Central Coast Prosecutor's limited standing to enforce provisions of this Agreement shall not limit or otherwise affect the terms and conditions of this Agreement that impose obligations on the Central Coast Prosecutor.

## **11.0 Miscellaneous**

11.1 **Notices.** All notices required under this Agreement shall be sent in writing, via certified or registered mail and email, to the following contact information:

**To SBASG:**

Salinas Basin Agriculture Stewardship Group  
c/o Jeffery R. Gilles  
JRG Attorneys at Law  
318 Cayuga Street  
Salinas, California 93901  
Email: [jeff@jrgattorneys.com](mailto:jeff@jrgattorneys.com)

**To the Water Board Representatives:**

California State Water Resources Control Board  
Office of Enforcement  
Attn: Julie Macedo  
801 K Street, 23rd Floor  
Sacramento, CA 95814  
Email: [julie.macedo@waterboards.ca.gov](mailto:julie.macedo@waterboards.ca.gov)

Central Coast Regional Water Quality Control Board  
Attn: John M. Robertson, Executive Officer  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401  
Email: [john.robertson@waterboards.ca.gov](mailto:john.robertson@waterboards.ca.gov)

11.2 **Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties therefore expressly acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, or its attorneys, and will be construed accordingly.

11.3 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to California choice of law rules, and any litigation pertaining to this Agreement shall be conducted in the state or federal courts located in Monterey County, California.

11.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including without limitation their insurers, sureties, and/or attorneys.

11.5 **Severability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

11.6 **Counterparts.** The Parties may execute this Agreement in one or more counterparts, via email or otherwise, each of which shall be deemed an original agreement, and all of which shall be considered one and the same instrument, and a signature transmitted by email shall be deemed to be an original signature.

11.7 **Benefit of Counsel.** The advice of legal counsel has been obtained by each of the Parties prior to entering into this Agreement.

11.8 **Entire Agreement.** This Agreement constitutes the entire, fully integrated understanding between and among the Parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed. This Agreement may be modified only by a writing signed by all parties.

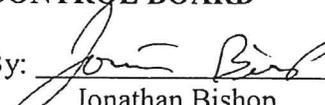
11.9 **No Third Party Beneficiaries.** The Agreement is not intended for the benefit of any person or entity not a Party and shall not be enforceable by any person or entity who is not a Party.

11.10 **Representation of Authority.** The signatories to the Agreement represent that each has the authority to bind the respective Party to the terms and conditions set forth in the Agreement.

SIGNATURES TO FOLLOW ON NEXT PAGE

Dated: 9/19/2018

**CALIFORNIA STATE WATER RESOURCES  
CONTROL BOARD**

By:   
Jonathan Bishop (Name)

Its: Chief Deputy Director/Lead Prosecutor

Dated: \_\_\_\_\_

**CENTRAL COAST REGIONAL WATER  
QUALITY CONTROL BOARD**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name)

Its: Executive Officer

Dated: 9/19/18

**SALINAS BASIN AGRICULTURE  
STEWARDSHIP GROUP, LLC**

By:   
David Costa

Its: Chairperson

Dated: \_\_\_\_\_

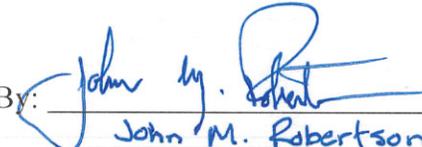
**CALIFORNIA STATE WATER RESOURCES  
CONTROL BOARD**

By: \_\_\_\_\_  
(Name)

Its: Chief Deputy Director/Lead Prosecutor

Dated: September 19, 2018

**CENTRAL COAST REGIONAL WATER  
QUALITY CONTROL BOARD**

By:  \_\_\_\_\_  
(Name)

Its: Executive Officer

Dated: \_\_\_\_\_

**SALINAS BASIN AGRICULTURE  
STEWARDSHIP GROUP, LLC**

By: \_\_\_\_\_  
David Costa

Its: Chairperson

**EXHIBIT A**

**Water Systems and Wells**

System Type	System Name	Water System ID	Sample Date	Connect	Pop	NO3 (m/L) Mrl.4	N (mg/L) MCL-10	Mailing City/State/Zip
<b>LPAs</b>								
2701726	Spence Rd Ws #05	WA000C970	9/2/2016		25		6.2	Salinas, Ca 93912
2702409	El Camino We Inc	WA0000269	9/20/2016	31	90		18	Spreckels, Ca 93962
2701036	Apple Ave Ws #03		9/22/2016	20	60		38.9	Greenfield, Ca 93927
<b>SWSs</b>								
27023S9	Valley Electric Ws - Bryan Co		6/17/2015	2		252		Gonzales, Ca 93926
2701741	Mesa Verde Rd Ws #01	WA0000525	6/25/2013	7	21		52	Lemoore, 93245
2701964	Spence Rd Ws #04	WA0001103	5/23/2016	4	12		51.5	Salinas, CA 93907
2701580	Apple Ave Ws #01	WA0000924	9/16/2015		12		34.6	Greenfield, Ca 93927
2701038	Morisoli Rd Ws	WA0000805	6/17/2015	2	6	147		Soledad, Ca 93960
2702205	Blanco Rd Ws #04	WA0001114	11/17/2015	3	9		32	Salinas, ca 93906
2701729	Spence Rd Ws #08	WA0000857	5/23/2016	2	6		27	Salinas, Ca 93908
2702282	El Camino Real Ws #43	WA0001178	12/9/2015	2	6		25.5	Salinas, CA 93907
2701560	Russo Rd Ws #03	WA0000870	1/25/2016	2	9		25.4	Castroville, Ca 95012
2702298	Espinosa Rd Ws #09	WA0001187	2/4/2016	3	9		22.5	Madera, ca 93638
2701920	El Camino Real Ws #37	WA0000719	11/12/2015	4	12		22.5	Salinas, Ca 93907
2702067	Rancho Salinas Packing Ws	WA0001133	5/23/2016	3	9		20.2	Sall nas, ca 93907
2700540	Del Monte Farms Rd Ws #02	WA0000903	7/15/2014	3	12	86		Castroville, Ca 95012-0000
2701433	Harrison Rd Ws #02	WA0000665	5/17/2016	3	9		17.8	Salinas, ca 93905
2702340	Underwood Rd Ws #01	WA0001205	1/18/2012	2	6	77		San Jose, Ca 95120
2702311	Del Monte Farms Rd Ws #10	WA0001196	7/16/2015	3	9	71		Castroville, Ca 95012-0000
2702367	Mile End Rd Ws #02	WA0000975	11/12/2015	2	6		16	Soledad, Ca 93960
2700714	Russo Rd Ws #01	WA0000937	4/23/2014	3	9	65		Castroville, Ca 95012
2700603	Mile End Rd Ws #01	WA0000940	12/17/2015	2	6		14.4	Soledad, Ca 93960
2702451	Elkhorn Rd Ws #22	WA0001262	1/25/2016	2	6		14.4	castroville, Ca 95012
2700508	El Camino Real Ws #34	WA0000365	5/27/2014	5	15	62		Salinas, Ca 93907
2701180	Metz Rd ws #09	WA0000522	6/28/2016	10	21		14	Soledad, Ca 93960
2702366	Old Stalle Rd Ws #08	WA0000756	8/13/2015	3	9		14	Salinas, Ca 93908
2702161	Kohara Nursery Ws	WA0000292	5/28/2013	4	9	61		Salinas, Ca 93908
2701229	Bluerock View Apartments Ws	WA0000466	6/9/2016	11	24		13.5	Salinas, Ca 93907
2700653	Middlefield Rd Ws #04	WA0000418	3/9/2016	5	15		13.3	Salinas, CA 93906
2702596	Meridian Rd Ws#1S	WA0001524	11/18/2014	3		58		Castroville, Ca 95012
2701685	Espinosa Rd Ws #01	WA0000359	8/20/2015	12	36		13	Salinas, Ca 93907
2701862	Espinosa Rd Ws #04	WA0000994	11/19/2015	3	9		12.4	Castroville, Ca 95012
2701419	Central Ave Ws		1/9/2014	2		54		
2700539	Del Monte Farms Rd Ws #01	WA0000353	11/3/2015	5	15		11.7	Castroville, Ca 95012
2700651	Middlefield Rd Ws #02	WA0000412	3/9/2016	14	42		11.7	Salinas, Ca 93906
2702164	Valley Rd Ws #02	WA0000714	11/3/2015	2	6		11.7	Salinas, Ca 93907
2700774	San Vicente Rd Ws #01	WA0000482	6/28/2016	10	23		10.1	Soledad Ca 93960
2701713	Metz Rd Ws #01	WA0000521	9/27/2016				10.1	
2701479	Spring Point Ws #05	WA0001005	5/5/2016	4	12	48		Castroville, ca 95012
2701999	Walnut Ave Ws #01	WA0000808	12/7/2015	4	12		14	Walnut Ave. Greenfield
2702099	Walnut Ave Ws #02	WA0001159	3/17/2016	6	6		31.5	39568 Walnut Ave. Greenfield
2702181	Fairview Rd Ws #01	WA0000784	6/27/2016	2	6		14	32504 River Rd
2700609	Karner Rd Ws #01	WA0000905	1/25/2016	2	8		13.5	Karner Rd Castroville
2701574	Kitzmiller Rd Ws#01	WA0000941	10/22/2013	4	12		11.7	Kitzmiller Rd Soledad
2700652	Middlefield Rd Ws #03	WA0000417	5/20/2014	7	21		11.7	783 Middle Field Rd Salinas
<b>GAMA Wells Above MCL</b>								
S-MS-SV22-T1			10/31/2012				65.6	Chualar Ca 93925
S-MS-SV11-T2			4/30/2013				51.5	
S-MS-SV29-T1			3/27/2013				40.4	San Lucas, CA 93954
S-MS-SV29			11/8/2012				30.4	King City, Ca 93930
S-MS-SV21-T2			5/20/2013				27	Salinas, ca 93907
S-MS-SV26-T2	Sanlucas WO		5/21/2013				23.5	San Lucas, CA 93954
S-M5-SV16-T1			5/22/2013				21.8	King City, Ca 93930

S-M5-SV36-T1			12/5/2012				21.1	Salinas, Ca 93908
S-MS-SV09			10/29/2012				18.7	Salinas, Ca, 93908
S-MS-SV30-T1			3/27/2013				15.3	Kini! Cltv, Ca 93930
S-MS-SV21	Blackie Rd WS #20	WA0001577	11/5/2012	5	15		11.4	Castroville, Ca 95012
S-MS-SV32-T1	Misionero Veatables WS	WA0000620	5/2/2013				11	Gonzales, Ca 93926
S-MS-SV34-T2	Moro Rd WS #01	WA0000712	12/4/2012	4	12		10.9	Salinas, Ca 93907

Exhibit B

**CONFIRMATION NOTICE**

**A. Entities**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Replacement Drinking Water Statement**

**1. Option 1**

The entity(ies) listed above own and/or operate property located above the Salinas Valley Groundwater Basin, for which a Notice(s) of Intent have been submitted under the Central Coast Regional Water Quality Control Board's Conditional Waiver of Waste Discharge Requirements (Agricultural Order R-3-2012-0011) and any subsequent Order (the "Conditional Waiver"), due to applicable operations on that property. I have listed the assigned AW numbers for this property. I understand that acres not grown by or for my Entity under the listed AW numbers are not covered by this application, and are not covered by the Settlement Agreement.

AW#	All acres under this AW# grown by or for me	A portion of the acres under this AW# grown by or <u>For me and # acres</u>
a. _____	Please check one of the following boxes: _____	or _____
b. _____	Please check one of the following boxes: _____	or _____
c. _____	Please check one of the following boxes: _____	or _____

Domestic water users, if any, residing on properties identified in the Notice(s) of Intent whose groundwater sources of drinking water exceed applicable state and federal maximum contaminant levels for nitrate in drinking water have either received or refused replacement drinking water.

**2. Option2**

The entity(ies) listed above do not currently own or operate property located above the Salinas Valley Groundwater Basin that is identified in a Notice of Intent submitted under the Conditional Waiver.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2018 California.

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