

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between Northern California River Watch (“River Watch”) and Sausalito-Marín City Sanitary District (“District”), (collectively “the Parties”) as of the last date executed below (the “Effective Date”), with respect to the following facts and objectives.

RECITALS

A. River Watch is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, dedicated to the protection, enhancement and restoration of the rivers, creeks, streams, tributaries and groundwater of Northern California.

B. The District is sanitary district organized under Division 6 of the California Health & Safety Code, § 6400 et seq.. The District operates under a National Pollution Discharge Elimination System (“NPDES”) Permit issued pursuant to State order.

C. On July 5, 2007, River Watch provided the District with a Notice of Violations and Intent to File Suit (“60 Day Notice Letter”) under Section 505 of the Federal Water Pollution Control Act (“Clean Water Act”), 33 U.S.C. § 1365, a copy of which is attached hereto as Exhibit A. On April 15, 2008 River Watch filed a Complaint in the United States District Court, Case No. CV08-2097 JCS (“the Complaint”), a copy of which is attached as Exhibit B.

D. On October 5, 2007, the Parties met for an initial settlement conference, together with the City of Sausalito (“City”), Tamalpais Community Services District (“TCSD”) and the Golden Gate National Park Service, each of which is an independent Sanitary Sewer Collection System Agency whose wastewater flow is conveyed to and treated by the District. Each of these independent Agencies was also served with a 60 Day Notice Letter from River Watch. River Watch has settled its claims against TCSD. On April 22, 2008 River Watch filed a Clean Water Act Complaint against the District in Federal District Court for the Northern District of California. On April 15, 2008, River Watch filed a Clean Water Act and Resource Conservation and Recovery Act Complaint against the City of Sausalito in Federal District Court for the Northern District of California. River Watch has withdrawn its claims of violations as set forth in its 60 Day Notice Letter to the Golden Gate National Park Service in light of the minimal contribution from the Golden Gate National Park Service to the wastewater flow treated and discharged by the District.

E. The District, the City, and TCSD operate independent sanitary sewer collection system which is conveyed to the District. These three systems comprise the whole of a collection and treatment system and the successful operation of the entire collection system and the treatment plant require coordination and cooperation between the three agencies.

Addressing peak wet weather flows and salt water intrusion requires the undertaking of substantial capital projects by the three agencies whether undertaken independently or jointly. The District cannot within the time frame set forth in this Settlement Agreement, fully resolve the peak wet weather flow capacity or the salt water without substantial cooperation and coordination among TCSD, the City and the District.

F. On April 10, 2008 the United States Environmental Protection Agency, Region IX, filed an administration order for compliance against Sausalito-Marín City Sanitary District, TCSD and the City of Sausalito (“EPA Order” or “A.O.”). River Watch and the District agree that many of the issues set forth in this settlement agreement are also addressed in that A.O.. Specifically, Section VII. **IMPLEMENTATION STUDY AND REPORT**, provides that by October 15, 2008 that District, TCSD and the City of Sausalito shall complete a study that evaluates options for collaboration between the Agencies on efforts to implement and comply with the requirements of the A.O.. The requirements of that Section go on to require in part the three agencies to address issues of staff deployment, coordination on condition and capacity assessments, coordination ensuring adequate capacity throughout the collection system and collaboration on Capital Improvement Programs. This provision also requires adopting strategies to address actual planning and securing funding to complete the requirements of the A.O.. River Watch and the District agree and acknowledge that cooperation between TCSD, City of Sausalito and the District is pivotal for the District to be able to fully meet the conditions of the A.O. and this Settlement Agreement.

G. River Watch and the District, through their authorized representatives and without either adjudication of River Watch’s 60 Day Notice Letter and the Complaint or admission by the District of any alleged violation or other wrongdoing, have chosen to resolve in full River Watch’s allegations against the District as set forth in the 60 Day Notice Letter and the Complaint with respect to the facilities owned and/or operated by the District. In mutual consideration for the resolution of River Watch’s allegations, the Parties agree to the following:

AGREEMENT

I. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

A. Cross Contamination Study.

1. Within twelve (12) months of the date of Effective Date of this Agreement, the District shall provide funding to the University of California, Davis, Center for Watershed Studies (“Center”), to fund a grant to the Center in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Said grant is to be used for the purpose of scientific research directed at evaluating human health and biological impacts, if any, of exfiltration from sewer collection pipelines owned and/or maintained by the District in Marin City.

2. Specifically, the study will evaluate whether any leakage from sewage pipelines is entering nearby storm drains which discharge to waters of the Central San Francisco Bay, by testing for human markers, such as chemical and bacterial elements, as indicators of sewage contamination. The recipient of the grant funds may use those funds in conjunction with other funding from the City of Sausalito to conduct the grant-funded study. The scope of work and the study design shall be subject to review and comment by the Parties for the purpose of assuring scientific integrity of the study and consistency with the purposes for which the grant funds will be provided, as set forth herein.

The Parties acknowledge and agree that, to the District's knowledge, there are no existing maps of the storm lines located in the Marin City. The District shall, therefore, provide the recipient of the grant funds maps of the sewer lines that will be marked with the approximate locations of storm lines located in the Marin City that are sufficient to carry out the study. Such maps shall be based on publicly available information and shall be subject to the District's reasonable interpretation of surface features.

B. Alternative SEP.

As an alternative to the Cross Contamination Study set forth above, the District may propose providing funding for a SEP relating to grants or reduced cost programs for lateral replacements. If the District chooses to make such a proposal the proposal shall be subject to River Watch's approval and the proposal shall be provided in writing to River Watch for its review within sixty (60) days of the adoption of this Settlement Agreement. If the Parties fail to agree as to an acceptable reduced cost or grant program for private lateral replacement, the District shall comply with the terms of Section I.A. above.

II. COLLECTION SYSTEM PROGRAMS

A. Inflow and Infiltration ("I/I") Study.

1. Within thirty (30) days of the Effective Date of this Agreement, the District shall provide a copy of the Sausalito-Marín City Sanitary District Conductivity Study prepared by E2 Consulting Engineers, Inc. for the District in December 2007.

2. Within twenty-four (24) months of the Effective Date of this Agreement, the District shall continue to undertake to complete an Inflow and Infiltration ("I/I") study, using flow meters and smoke testing within Marin City and the lines adjacent to the highway booster pump station to determine I/I "hot spots" within the District's system, i.e. segments of sewage pipelines where structural damage may allow significant infiltration and inflow of stormwater, ground water and/or sea water into pipelines. A salt water intrusion study shall also be completed to determine the areas of potential salt water intrusion within the District's collection system and portions of the City of Sausalito's collection system. The principle

component of this study was completed in 2007 by E2 Consulting Engineers, Inc., and the City of Sausalito has engaged RMC Engineers to do an additional follow up study during this year. This study will investigate the Bridgeway/Ensign Street in Sausalito as a potential high saltwater infiltration area due to its proximity to other high saltwater infiltration areas and the Bay. The studies will also provide for targeted field investigations to identify sources of I/I. The primary methods of identifying I/I will be smoke testing, physical inspections of manholes and, in areas of salt water intrusion, closed circuit television inspection of sewer pipelines. The results of this study will complete the salt water intrusion investigation. The I/I study can be performed as part of the District's compliance with the A.O. Section IV B. **Capacity Assessment**, due by October 15, 2010, with the one additional element required herein that areas of salt water intrusion be identified.

3. In 2001, the District retained RMA/Engineering & Management, Inc. to prepare a Management, Information, Monitoring and Reporting System for the Marin City Sanitary Sewer System. The work included a Condition Assessment, a summary of the results of which is attached hereto as Exhibit C ("Assessment"). The Assessment assessed the condition of each pipeline segment in the District's sewage collection system and rated each of the segments based on the following three categories: (i) segments with defects that require immediate repair (i.e. Damage Severity Index (DSI) > 25) ("Category One"); (ii) segments with defects that do not require immediate repair at the time of assessment (i.e. DSI > 10 < 25) ("Category Two"); and (iii) segments with few or no defects that do not require repair within the near term (i.e. DSI < 10) ("Category Three").

4. Within twenty-four (24) months of the Effective Date of this Agreement the District shall complete a re-inspection of all sewage collection pipelines owned and maintained by the District, conveying water to the District's treatment facilities which were classified as Category Two in the 2001 Assessment. This project can be performed as part of the system-wide condition assessment required to be completed by April 15, 2010, under A.O. Section IV. **COLLECTION SYSTEM ASSESSMENTS**. To the extent this April 15, 2010 completion date under the A.O. Section IV is extended, this re-inspection of Category Two facilities can be similarly extended to a date not later than April 15, 2011 without further consent or approval of River Watch.

B. Prioritize Capital Improvements Program.

1. Within twenty-four (24) months of the Effective Date of this Agreement, the District shall repair or replace, as applicable, all of the pipeline segments in the District's collection system that were classified as Category One in the Assessment.

2. Within thirty-six (36) months of the completion of the Contamination Study, the District shall develop a Capital Improvements Program designating as highest

priority for repair or replacement which shall include: 1) segments of the District's sewer pipelines determined to be sources of sewage contamination within storm drains, and 2) segments of the District's sewer pipelines identified by the Saltwater Intrusion study as significant sources of salt water intrusion above. The next level of priority for repair or replacement shall be based on segments of the District's sewer pipelines identified in the I/I study referenced above as sources of high inflow and infiltration.

3. The District's Capital Improvements Program shall include the repair or replacement of damaged sewer lines identified in the referenced I/I Study within five (5) years as may be necessary to reduce to the maximum extent practical unpermitted discharges from the District's collection system and prohibited wastewater bypasses at the District's treatment plant . Compliance with this provision may be achieved as part of compliance with A.O. Section V. **CAPACITY ASSURANCE**.

4. Within five (5) years from the Effective Date of this Agreement, the District shall complete the repairs and replacements of sewer lines identified in the Capital Improvements Program as Category One lines as a result of recategorized to Category One status due to the re-inspection of Category Two lines. Compliance with this provision may be achieved as part of compliance with A.O. Section V.B.2 **Capacity Assurance Plan**, completion due by October 15, 2013.

5. The District and River Watch recognize that compliance with the provisions of this Section are in part dependent on actions of both the City of Sausalito and the TCSD which are owners of satellite collection systems connected to the District's collection and treatment system. This specifically applies with regard to salt water intrusion and peak wet weather flows. On the Effective Date of this Settlement Agreement it is understood that three agencies are in the preliminary phases of attempts to agreed to and undertake joint project to develop peak wet weather flow retention basin(s) or otherwise make required (whole interdependent collection and treatment) improvements to the system. Similarly, reduction or elimination of salt water intrusion is depending on cooperation from and coordination with the City of Sausalito, as all of the identified areas of significant salt water intrusion are within the City's collection system. River Watch and the District acknowledge, that the District will be required to play a pivotal role in organizing joint efforts and obtaining cooperation between itself and the two satellite agencies, but the District acting alone may not be able to fully address peak flow and salt water intrusion issues. River Watch will not take enforcement actions against the District provided it has undertaken those activities which it can within its jurisdictional boundaries and made substantial and reasonable efforts to obtain cooperation from the two satellite agencies.

III. TREATMENT UPGRADE PROJECTS

Within twenty-four (24) months of the Effective Date of this Agreement, the District shall implement the following improvements identified as “Tier 1 Alternatives” in the Operational Audit Preliminary Design Report (“Report”), in the interest of eliminating the District’s persistent total suspended solids (“TSS”) and biological oxygen demand (“BOD”) effluent limit violations.

A. Chemically-enhanced Primary Treatment.

The Report recommends the addition of a coagulant, ferric chloride, and a polymer for flocculation, to the wastewater prior to entering the clarification process.

B. Electric Motor-Driven Rotary Distributors on Fixed-film Reactors.

The Report recommends this measure to achieve the proper hydraulic flushing intensity of secondary influent in order to maintain the appropriate thickness of biofilm layers for biological treatment.

C. Replace Existing Belt Filter Press With a Screw Press.

The Report recommends this measure to achieve more concentrated solids, which will result in a cleaner recycle stream which should improve TSS and BOD treatment performance.

D. Gate 5 Pump Station Modifications.

The Report identifies the Gate 5 Pump Station as a significant potential source of salt water infiltration at high tide. The Report notes that Gate 5 currently has no flow meter and considers several alternatives for controlling flow levels at high tide or storm events. The Report makes no hard recommendation, calling for further analysis. The District shall conduct further analysis, choose and implement one or more measures for controlling flow levels and avoiding salt water intrusion at the Gate 5 Pump Station.

IV. BLENDING REDUCTION AND MONITORING

A. Reduction of Blending.

Within twelve (12) months of the Effective Date of this Agreement, the District shall develop a plan for the reduction of blending incidents. The plan shall evaluate various strategies, including I/I reduction, collection system diversion to storage facilities during wet weather events, increased treatment capacity and any other feasible alternatives. Compliance with this provision may be achieved in part by compliance with A.O. Section V. **Capacity Assurance** and the District’s NPDES permit requirements.

B. Bypasses.

The District has disputed with the EPA and continues to dispute the contentions that its diversion of flows over 1.0 mgd around the sand filters constitutes a “bypass” under EPA regulation, which is subject to prior notification requirements. For purposes of this Settlement Agreement, diversions which are ultimately not deemed by the EPA or the Regional Board to require prior notification will not be deemed “bypasses” for the purposes of this Agreement. Prohibited bypasses shall refer to bypasses which the EPA or Regional Board ultimately determine to be in violation of its NPDES Permit.

C. Monitoring.

Within one (1) month of the Effective Date of this Agreement, the District shall provide River Watch with a copy of the list of all treatment unit bypasses during the period between June 1, 2002 and May 31, 2007, required under the EPA’s ORDER FOR COMPLIANCE dated May 31, 2007, together with a list of any additional treatment unit diversion or bypasses which have occurred after May 31, 2007. The District shall provide to River Watch on a yearly basis, a list of all treatment unit bypasses which occur for the five year period immediately following the date of approval and entry of a this Agreement.

V. SOURCE CONTROL

Within twelve (12) months of the Effective Date of this Agreement, the District shall develop a source control program that complies with the source control requirements set forth in the District's NPDES Permit.

VI. SEWAGE SYSTEM OVERFLOW REPORTING

Within twelve (12) months of the Effective Date of this Agreement, the District shall post a telephone number on its web site that private citizens can call to report sewage system overflows. The web site location will contain a list of all sewage system overflows in the District’s service area for the previous twelve (12) months, including volume, location and any discharge to a storm drain or directly to surface water. The web site will inform private citizens that they are entitled to a response to any reported overflow, whether reported electronically or by telephone.

VII. PRIVATE SEWER LATERAL INSPECTION

Within eighteen (18) months of the Effective Date of this Agreement, the District shall amend its current Ordinance #64 which requires mandatory inspection of private sewer laterals, either by pressure testing or video inspection, upon sale or significant remodel of any privately owned industrial, commercial, single family residence or apartment building. Given

the low rate of yearly inspections under the current ordinance, the District shall either add another class of event which triggers mandatory inspection, or adopt a voluntary upgrade program such as that adopted by the TCSD in Ordinance NO. 83. River Watch recommends coordinating mandatory inspection of private laterals with repair of the main trunk line to which the laterals are attached. Alternately, the amendment may be based on a county-wide ordinance that is under development by Marin County wastewater treatment agencies in cooperation with realtor and other organizations.. River Watch also recommends the TCSD voluntary program where the agency negotiates low group rates for lateral repairs with the contractor repairing or replacing the main line and encourages voluntary participation with a loan program.

VIII. INCORPORATION OF ADMINISTRATIVE ORDER PROVISIONS

The following provisions from the U.S. EPA Order For Compliance , issued April 10, 2008, are incorporated into this Agreement and enforceable by River Watch as terms of this Agreement:

Section III.C. Pump Station Reliability Certification

Section IV. COLLECTION SYSTEM ASSESSMENTS- All Provisions

Section V. CAPACITY ASSURANCE-All Provisions

Section VI. INFRASTRUCTURE RENEWAL-All Provisions

Section VII. IMPLEMENTATION STUDY AND REPORT-All Provisions

The District shall submit all reports and studies required under the above provisions to River Watch simultaneously with submitting them to the EPA.. The District shall notify River Watch of any non compliance with the above provisions, including failure to submit a report or complete a study within the designated time limits and failure to complete improvements and repairs within designated time limits. Where the District has demonstrated good faith efforts to comply with the provisions of the Order, River Watch will give reasonable consideration to explanations for any specific instance of non-compliance and will not unreasonably insist on strict compliance with every deadline.

If the District seeks an extension to any of the deadlines set forth in the A.O., the District will provide written notice to River Watch of the request for modification of the schedule at the same time it presents a formal request to the EPA. Although River Watch will not be bound by extensions granted to the District by the EPA, River Watch shall consider in good faith any request to the EPA for an extension and its application to this Settlement Agreement. If the proposed extension does not substantially erode the intentions of this Settlement Agreement and the District can reasonably demonstrate the need for the extension, including but not limited to circumstances beyond its control, River Watch shall not unreasonably withhold its approval.

IX. ATTORNEYS' FEES AND COSTS

Within thirty (30) days of the Effective Date of this Agreement, the District shall pay River Watch the sum of Sixty-Thousand Dollars (\$60,000) in full satisfaction of all claims by River Watch for attorneys' fees and costs incurred in this matter, and for any fees associated with enforcement and monitoring of this Agreement, including all time spent by River Watch reviewing reports and studies required under this Agreement, reviewing study protocols, consulting with experts and all additional activities necessary to monitor compliance with this Agreement. Only action taken by River Watch to enforce this Agreement by arbitration will be subject to additional fees, pursuant to Section X, **ENFORCEMENT**, of this Agreement. Payment is to be made payable to Northern California River Watch.

X. SETTLEMENT AND RELEASE OF CLAIMS

River Watch, on its own behalf and on behalf of its members, subsidiaries, successors, assigns, directors, officers, agents, attorneys, representatives, and employees, releases all persons, including the District and its officers, directors, employees, shareholders, agents, attorneys, representatives, predecessors, successors and assigns, past and present, from, and waives all claims, whether known or unknown, anticipated or not anticipated, actual or contingent, suspected or unsuspected, for injunctive relief, damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or which could have been claimed in the Complaint, or which was alleged in the Notice Letters, including but not limited to the alleged failure of the District to comply with the Clean Water Act (33 U.S.C. §§ 1251, et seq.) and the Porter-Cologne Water Quality Control Act (Water Code, §§ 13000, et seq.) (hereinafter "Claims"), up to the date this Settlement Agreement terminates, which shall be [seven (7) years] after the Effective Date. This release includes a release, and covenant not to sue, for any claims of injunctive relief, damage, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts and others), costs, expenses or any other sum incurred or claimed or which could have been claimed with respect to any activities in alleged violation of, or claims arising under, the Clean Water Act or the Porter-Cologne Water Quality Control Act, that may arise during the term of this Settlement Agreement up to its termination. River Watch further expressly waive any rights or benefits available to them under the provisions of California Civil Code § 1542, which provides as follows:

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

IX. FORCE MAJEURE

A. Separate from, and in addition to any other limitations on the District's obligations under this Agreement, the District's obligation to comply with one or more of the provisions of this Agreement shall be deferred to the extent and for the duration that the delay in compliance is caused by an event or circumstance beyond the reasonable control of the District or any entity controlled by the District, including its contractors, and which event or circumstance could not have been reasonably foreseen and prevented by the exercise of due diligence by the District. Delays due to unanticipated or increased costs or expenses associated with the completion of any work or activity under this Agreement, changed financial circumstances, or the District's failure to make timely and bona fide applications and to exercise diligent efforts to obtain permits, or normal inclement weather shall not, in any event, be considered to be circumstances beyond the District's control.

B. If any event or circumstance occurs which causes or may cause a delay in the District's compliance with any provision of this Agreement and the District seeks relief as set forth in Paragraph IX above, the District shall comply with the following provisions:

1. The District shall provide written notice to River Watch within thirty (30) days of the date that the District first knew of the event or circumstance or should have known of the event or circumstance by the exercise of due diligence.

2. The District's notice shall specifically refer to this section of this Agreement and describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the District to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The District shall adopt all reasonable measures to avoid and minimize such delays.

3. If River Watch disagrees with the District's notice, the Parties shall meet and confer in good faith to determine whether the Parties concur that the delay was or is impossible to avoid, despite the good faith efforts of the District.

X. ENFORCEMENT

A. The Parties covenant and agree that, if either Party determines the other is in violation of one or more terms of this Agreement, they shall provide notice to the other in writing 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 respond to the notice in writing. 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 the dispute, they will enter into binding

arbitration, conducted by an arbitrator agreed upon by both Parties. Either Party may request that the presiding judge of the Marin County Superior Court may select an arbitrator if the Parties cannot reach an agreement. The arbitration shall be binding and not subject to appeal. The arbitration shall be conducted in accordance with the arbitration rules and procedures of JAMS or other conventional rules agreed to by the Parties. The arbitrator shall be empowered to determine a prevailing party and award payment of reasonable attorneys' fees and costs to that party. To the extent there are multiple issues with a different prevailing party for one or more issues, the arbitrator may take those facts into account in terms of an award for fees and costs.

B. If River Watch asserts the District is in violation of this Agreement and the District corrects the action or inaction within sixty (60) days of notice from River Watch, no further enforcement action under the terms of this Agreement shall be taken by either Party.

XI. GENERAL PROVISIONS

A. Term of Agreement.

This Agreement shall have a term of [seven (7)] years from the Effective Date unless this term is modified by an agreement in writing between the Parties.

B. Notice.

Unless otherwise provided herein or until the Parties otherwise agree in writing, all communications and notice between the Parties regarding this Agreement shall be through the following addresses:

District: Sausalito-Marin City Sanitary District
No. 1 Fort Baker Road
P.O. Box 39
Sausalito, CA 94966-0039
Attn: General Manager

CC: Kenton Alm, Esquire
Meyers Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607

River Watch: Northern California River Watch
6741 Sebastopool Avenue, Suite 140
Sebastopool, CA 95472
Attn: _____

CC: Jerry Bernhaut, Esquire
P.O. Box 5469
Santa Rosa, CA 95402-5469
Tel. 707-258-8175
Fax. 707-258-8675

C. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the Parties hereto. The Parties hereby agree and acknowledge that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character. This Agreement shall supersede all previous agreements whether written or oral, that may have been reached between the Parties in connection with this matter and provides the sole remedy from any party to any other party regarding this matter.

D. No Factual or Legal Mistake.

This Agreement shall not be subject to attack on the ground that any or all of the legal theories or factual assumptions used for negotiating purposes are for any reason inaccurate or inappropriate. The Parties acknowledge that they entered into this Agreement solely based on their own independent investigation of the facts and circumstances material to this Agreement and not in any manner or to any degree based on any statement or omission by other parties and or their respective counsel.

E. Voluntary.

This Agreement is entered into by each Party freely and voluntarily. Each of the Parties has had the benefit of advice of counsel of their choice in the negotiating, drafting and executing of this Agreement and the language in all parts of this Agreement is the product of the efforts of all counsel. Accordingly, neither the entire Agreement nor any provision in it shall be deemed to have been proposed or drafted by a party or construed against any Party.

F. Governing Law; Severable Enforceability.

This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and wholly performed within said State. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather, the

Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

G. Authority.

Each Party respectively represents and warrants to each other Party that the undersigned representative for such Party has full and complete authority to execute this Agreement and bind said Party to the terms hereof.

H. Counterparts.

This Agreement may be executed by facsimile and in counterparts, and each counterpart shall be considered an original, and all of which, taken together shall constitute one and the same instrument.

SO AGREED:

Dated:

Northern California River Watch

Dated: 8/1/08

By: Wayne H. Bigaluzzi, Ed. Pres.
Sausalito-Marín City Sanitary District

By: _____
Norman Wohlschlaeger, President

APPROVED AS TO FORM:

Dated: 8/1/08

Jerry Bernhaut
Jerry Bernhaut, Esquire
Attorney for Northern California River Watch

Dated: 7/31/08

Kenton L. Alm
Kenton L. Alm, Esquire
Attorney for Sausalito-Marín City Sanitary District

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SO AGREED:

Dated: Northern California River Watch

Dated: 7/31/08 By: _____
Sausalito-Marín City Sanitary District

By: Norman Wohlschlaeger
Norman Wohlschlaeger, President

APPROVED AS TO FORM:

Dated: _____
Jerry Bernhaut, Esquire
Attorney for Northern California River Watch

Dated: _____
Kenton L. Alm, Esquire
Attorney for Sausalito-Marín City Sanitary District

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