

EXHIBIT 17-A

Recording Requested By: Monterey Peninsula Water Management District

**When Recorded, mail to: MPWMD
P.O. Box 85
Monterey, CA 93942-0085**

CARMEL RIVER BANK STABILIZATION AT

RANCHO SAN CARLOS ROAD

RIGHT-OF-ENTRY AND PROJECT PERMISSION

The Owner of Assessor's Parcel Numbers 157-121-027 and 157-121-028 (hereinafter referred to as "Property") desires to restore and protect streambanks located on the Property adjacent to the Carmel River. The Monterey Peninsula Water Management District (hereinafter referred to as "District") is the public agency charged with the responsibility for the integrated management of the ground and surface water resources affecting Carmel Valley and the Monterey Peninsula. The District desires to implement a bank stabilization project (hereinafter referred to as "Project") to rebuild streambanks, reduce the potential for streambank erosion, restore channel stability, and restore riparian habitat in the channel of the Carmel River located on the Property.

The work to be performed shall be in accordance with the plans and specifications prepared by the District for this Project. The work shall involve: (1) selective removal of existing vegetation and grading for temporary access for equipment access into the channel; (2) grading of streambanks and relocation of the low flow channel; (3) placement of rock riprap and a log crib wall along portions of the streambank; (4) revegetation of the banks, terrace area and areas disturbed by construction activities; (5) installation of an irrigation system; (6) monitoring and maintenance of the project area; (7) installation and removal of a temporary access ramp into the river for equipment and materials; (8) temporary storage of equipment and materials during construction.

The District shall be responsible for securing all applicable permits and agreements. All works shall be performed between the hours of 7 a.m. and 6 p.m., Monday through Friday. This agreement, however, is not a promise or guarantee by the District to perform the works described herein. The District Engineer may declare an emergency situation during which the District may, with reasonable notice, enter upon the Property to install or maintain the described works outside of normal business hours. Such emergencies include, but are not limited to, damage from erosion, flooding, vandalism, theft, or accidents.

Heavy construction equipment, including, but not limited to, backhoes, loaders, bulldozers, excavators, and 10-or 15-cubic yard hauling trucks, may be used to install and maintain project works. The District shall notify the Owner a minimum of 48 hours in advance of the start of the Project. Access into the riverbed for equipment will be from one or both of the two following locations: 1) over a temporary ramp to be constructed on the south side of the river near Rancho San Carlos Road; or 2) over a permanent ramp located on APN 015-251-030 (California American Water Company).

The District agrees to coordinate work at the site with the Owner such that the District's activities do not interfere with special events held on or near Owner's Property (e.g., during Monterey Car Week).

The District shall indemnify, defend, and hold harmless the Owner from any costs, actions, claims, liabilities, losses, or expenses which may occur due to any injury caused by the District and/or its agents, contractors, inspectors, or employees during the installation of the project works or as a result of maintenance performed by the District and/or its agents, contractors, inspectors, or employees. The District shall repair damage to the Property caused by the District during construction of the work by the District and/or its agents. This provision, however, shall not be construed to provide a guarantee or assurance that the project shall provide any flood or erosion protection to this or any other property. In all circumstances, the effect of this offer to indemnify, defend, and hold harmless under this paragraph is limited, and under no circumstances shall the aggregate costs paid by the District pursuant to this indemnity provision exceed the sum of \$_____. This provision shall not create a presumption or inference that any future damage or loss has been caused by the District and/or its agents, contractors, inspectors, or employees during the installation or maintenance of the project, or otherwise.

Maintenance activities may include, but are not limited to, repair of works installed with the Project, vegetation clearing, and project monitoring. Repair of installed works may require the use of mechanized equipment within the riverbed and on the riverbanks. Maintenance of irrigation systems may require the use of vehicles in the riverbed and on the riverbanks. A brush chipper may be used within the riverbed or on the bank to chip vegetation.

The erosion protection works to be installed as part of the Project are designed to reduce the risk of erosion from flows up to the 10% chance flood (a flood that occurs once in ten years, on average). The 10% chance flood for this project is defined as the 10% chance flood at the U.S. Geological Survey gaging station located at the Via Mallorca Bridge, referred to as the "Near Carmel" gage. The Project is not intended to provide flood protection and the Project does not ensure that the Property described will be immune from future erosion damage.

This agreement shall commence on the date of signature by the Owner and shall terminate after 10 years. Initial construction activity shall be completed no later than December 31, 2019. Thereafter, this agreement shall allow the District to maintain and operate an irrigation system to benefit the project until this agreement expires. Maintenance activities conducted after December 31, 2019 involving heavy equipment shall require written authorization by the Owner.

Owner, by this agreement, gives permission for the District and its contractors to enter the Property for the purposes of completing and maintaining the works described herein.

Signed: _____ Date: _____

Larry Hampson, District Engineer
Monterey Peninsula Water Management District

Signed: _____ Date: _____ Owner