

**FIRST AMENDMENT TO THE
WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT
BETWEEN MARINA COAST WATER DISTRICT AND HAMSTRA-APPLETON, LLC**

THIS FIRST AMENDMENT TO THE WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT (the "Amendment") is made and entered into as of _____, 2016, by and between the Marina Coast Water District, a California county water district (hereinafter "District") and Hamstra-Appleton, LLC, a Delaware limited liability company (hereinafter "Developer")

RECITALS

A. The District and the Developer entered into that certain Water, Sewer and Recycled Water Infrastructure Agreement dated June 16, 2014 (the "Agreement"), for the purposes of delineating the parties' rights and obligations with respect to the Developer's construction of the VA-DoD Health Care Center, located in the City of Marina, California (the "Development"); and

B. The parties desire to modify certain construction and payment obligations with regards to the Development, as set forth herein.

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the District and the Developer hereby agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The Recitals set forth above are each incorporated into the body of this Agreement as if set forth in full. Further, any terms, conditions, and obligations set forth in the Agreement, not amended or modified by this Amendment shall remain in full force and effect.

2. Scope of Work. Developer shall cause the performance of the items set forth in Exhibit "A" (Scope of Work), attached hereto and incorporated herein. The construction of the facilities identified in Exhibit "A" (Scope of Work) shall be completed on or before June 30, 2016.

3. Payment by District. If Developer completes construction and installation set forth in Exhibit "A" (Scope of Work) on or before June 30, 2016, District shall pay to Developer, Developer's cost for the construction of the facilities identified in Exhibit "A" (Scope of Work). The parties agree that this amount is a fair and reasonable value of the benefit the improvements constructed by Developer will provide to District and its ratepayers.

4. Payment by Developer. The parties acknowledge that this deviation from the initially approved plans will result in a monetary savings to Developer. As such, concurrent with the payment of funds by District set forth above, Developer agrees to tender to District the

amount equal to the monetary benefit derived by Developer by virtue of the modifications described herein.

5. The parties have caused this First Amendment to the Agreement to be effective on the date set forth above.

MARINA COAST WATER DISTRICT

By: _____
Keith Van Der Maaten
General Manager

HAMSTRA-APPLETON, LLC.

By: _____

EXHIBIT A

Scope of Work

DRAFT

Marina Coast Water District
Amendment 1 to the Infrastructure Agreement
Between MCWD and Hamstra-Appleton, LLC for the
VA-DoD Health Care Center Project

1st Avenue 30-inch Sanitary Sewer Replacement / Rehabilitation Project

Scope of Work (reference the attached layout sheet for all manhole designations):

- 1) Prepare Submittals per the Technical Specification provided by MCWD.
- 2) Install and operate the sanitary sewer by-pass needed to effect the replacement/rehab work. The required Bypass Plan is one of the Submittals (see 1) above).
- 3) Demolish and reconstruct manholes 1 and 4. Manhole ring and base diameters shall be 72-inches; manhole bases shall be constructed based on submittals detailing dimensions as well as inlets and outlets.
- 4) Demolish manhole 3 and the approximately 30 LF of pipeline connecting to manhole 4.
- 5) Connect new manholes 1 and 4 to the existing 30-inch pipe incoming from the south and outgoing at the north end of the project. This entails in-and-out connections at both manholes 1 and 4. The Bypass Plan must consider the bypass adjustments needed to achieve the inlet tie-in to manhole 1.
- 6) Conduct the Cured-In-Place-Pipe (CIPP) process for the approximately 725-LF length of 30-inch diameter concrete sanitary sewer pipeline between manholes 1 and 4. This includes cleaning the existing pipe segments to be lined, CCTVing the starting condition, installing the liner, CCTVing the final condition, and conducting all testing per the Technical Specification.
- 7) Rehabilitate manhole 2. This manhole may be used for liner insertion or the liner may pass through the manhole. Subsequent to the CIPP process, the manhole shall be rehabilitated by either A) a complete replacement manhole with a poured-in-place manhole base around the new CIPP system with factory-installed PVC (t-lock) lining on the rings and cone, or B) replacement of the manhole frame and cover, and any grade rings needed, cleaning and re-grouting all interior manhole surfaces, and epoxy-coating all interior surfaces with an approved coating. The section of CIPP within the manhole shall be removed prior to any coating process.