

**EXHIBIT 10-E**

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
INDEMNIFICATION AGREEMENT**

On **Date**, an application was submitted to the Monterey Peninsula Water Management District (“MPWMD”), on behalf of **Name** (the “Applicant”). The project, which is the subject of the application, is described as a **Type of use** located at **Property address** (the “Project”).

1. The Applicant agrees, as part of the application, to defend, indemnify, and hold harmless MPWMD and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as “proceeding”) brought against MPWMD or its agents, officers, attorneys or employees to attack, set aside, void, or annul:
  - a. Any approval of the above described application by MPWMD; and/or
  - b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA).

The indemnification is intended to include but not be limited to damages, fees and/or costs awarded against MPWMD, if any, and the cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with any proceeding whether incurred by the Applicant, the **Jurisdiction**, and/or the parties initiating or bringing such proceeding.

2. The Applicant agrees to indemnify MPWMD for all of MPWMD’s costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. The Applicant agrees to defend, indemnify and hold harmless MPWMD, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR or negative declaration) if made necessary by said proceeding and if the Applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.
4. In the event that the Applicant is required to defend MPWMD in connection with such proceeding, MPWMD shall retain the right to approve:
  - a. The counsel to so defend MPWMD;
  - b. All significant decisions concerning the timely manner in which the defense is conducted; and
  - c. Any and all settlements, which approval shall not be unreasonably withheld.

MPWMD shall not be required to participate in the defense of any proceeding. If MPWMD chooses to have counsel of its own where the Applicant has already retained counsel, the fees and expenses of the counsel selected by MPWMD shall be paid by the Applicant.

5. The defense and indemnification of MWPMD set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

*(Signatures must be notarized)*

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Property Owner**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Dave J. Stoldt, General Manager**