

NIPOMO COMMUNITY SERVICES DISTRICT

Monday, July 2, 2007

2:00 P. M.

SPECIAL MEETING AGENDA AND NOTICE

BOARD of DIRECTORS

MICHAEL WINN, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
ED EBY, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
JAMES HARRISON, DIRECTOR

PRINCIPAL STAFF

BRUCE BUEL, GENERAL MANAGER
LISA BOGNUDA, ASSIST. GENERAL MANAGER
DONNA JOHNSON, BOARD SECRETARY
JON SEITZ, GENERAL COUNSEL
DAN MIGLIAZZO, UTILITY SUPERVISOR

MEETING LOCATION

District Board Room
148 S. Wilson Street
Nipomo, California

Public Comment will be received on each agenda item

- A. CALL TO ORDER, ROLL CALL, AND FLAG SALUTE**
- B. ACCEPTANCE OF MARIA VISTA ESTATES (TRACT 1802/1856) WATER AND SEWER IMPROVEMENTS IN SUPPORT OF FIRST 25 WATER METERS**
1. RATIFY HISTORIC DISTRICT ACCOMMODATIONS TO PROJECT
ACTION REQUESTED: Adopt motion ratifying accommodations
 2. ADOPT RESOLUTIONS ACCEPTING ON-SITE & OFF-SITE EASEMENTS
ACTION REQUESTED: Adopt resolutions accepting easements
 3. ADOPT RESOLUTION ACCEPTING WATER AND SEWER IMPROVEMENTS
ACTION REQUESTED: Adopt resolution accepting improvements
 4. ADOPT CONDITIONS FOR SETTING FIRST WATER METER
ACTION REQUESTED: Adopt motion imposing conditions
- C. ADJOURNMENT**

***** End Special Meeting Notice *****

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JUNE 29, 2007

**AGENDA ITEM
B
JULY 2, 2007**

PARTIAL ACCEPTANCE OF MVE WATER AND SEWER IMPROVEMENTS

ITEM

ACCEPTANCE OF MARIA VISTA ESTATES (TRACT 1802/1856) WATER AND SEWER IMPROVEMENTS IN SUPPORT OF FIRST 25 WATER METERS

1. RATIFY HISTORIC DISTRICT ACCOMMODATIONS TO PROJECT
ACTION REQUESTED: Adopt motion ratifying accommodations
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ACTION REQUESTED: Adopt resolution accepting improvements
4. ADOPT CONDITIONS FOR SETTING FIRST WATER METER
ACTION REQUESTED: Adopt motion imposing conditions

BACKGROUND

Attached is a Checklist prepared by NCSD Staff detailing the status of MVE's compliance with the executed Tract 1802/1856 PCIA's; NCSD's Standard Specifications; and NCSD's Ordinances, Resolutions and Policies relevant to acceptance of water and sewer improvements. Also attached is a copy of Staff's June 21, 2007 letter to MVE; Ogden and Fricks' June 26, 2007 letter to Jon Seitz; Jon Seitz's June 28, 2007 letter to John Fricks; and Jon Frick's June 28, 2007 e-mail to Jon Seitz. Together, these attachments describe the status of MVE's compliance and the remaining issues to be resolved between NCSD and MVE.

1. RATIFY HISTORIC DISTRICT ACCOMMODATIONS TO PROJECT

Your Honorable Board has previously made the following accommodations:

- A. To delay the accounting as required by section 7(f) of the PCIA to the setting of the 28th water meter;
- B. To delay acceptance of the Dana Well improvements as a condition of immediately setting water meters until the 26th meter (---);
- C. To allow MVE to bifurcate a part of its sewer improvements that will not provide sewer service to the subdivision until the setting of the 26th meter provided that the caps isolating the sewer system be clearly designated on the final plans and that the issue of future connections be appropriately addressed.

2. ADOPT RESOLUTIONS ACCEPTING ON-SITE & OFF-SITE EASEMENTS

Attached are two resolutions accepting easements from MVE and Linda Vista Farms.

3. ADOPT RESOLUTION ACCEPTING WATER AND SEWER IMPROVEMENTS

Attached is a draft resolution accepting the Tract 1802 & 1856 Water and Sewer Improvements excepting the bifurcated sewer system and the Dana Wells improvements.

4. ADOPT CONDITIONS FOR SETTING FIRST WATER METER

Staff is proposing that the Board direct staff not to set any water meter until:

- A. MVE revises the record drawings to correct the easement descriptions to the satisfaction of the District Engineer and Legal Counsel;
- B. MVE pays to NCSD the outstanding construction water fees to the satisfaction of the District's Assistant General Manager;
- C. MVE provides proof to NCSD that the existing bonds are in place and valid to the satisfaction of the District Engineer and Legal Counsel.

RECOMMENDATION

1. RATIFY HISTORIC DISTRICT ACCOMMODATIONS TO PROJECT

STAFF RECOMMENDATION: Adopt motion ratifying accommodations set forth above

2. ADOPT RESOLUTIONS ACCEPTING ON-SITE & OFF-SITE EASEMENTS

ACTION RECOMMENDATION: Adopt attached resolutions accepting easements

3. ADOPT RESOLUTION ACCEPTING WATER AND SEWER IMPROVEMENTS

ACTION RECOMMENDATION: Adopt attached resolution accepting improvements

4. ADOPT CONDITIONS FOR SETTING FIRST WATER METER

ACTION RECOMMENDATION: Adopt motion imposing conditions set forth above

**Acceptance of Improvements Supporting First 25 Water Meters
Maria Vista Check List
July 2, 2007**

(a) The Project is finally inspected, tested and approved by the District;

- On site water - **done**
- Off site water - **done**
- Gravity sewer - **done**
- Lift station/force main – **done**
- Dana Wells – **to be completed**

(b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;

- On site water - **done**
- Off site water - **done**
- Gravity sewer – **done**
- Lift station/force main – **done**
- Dana Wells – **to be completed**

(c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;

- On site water - **done**
- Off site water - **done**
- Gravity sewer – **Exhibit C-7 and legal description need revision to delete bi-furcated sewer line (need MVE to designate what manhole is actually plugged).**
- Lift station/force main – **done**
- Dana Wells – **n/a**

(d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;

- On site water – done
- Off site water – done
- Gravity sewer - done
- Lift station/force main – **Easement description to be corrected**
- Dana Wells – **to be completed**

ALL:

Easements need to reflect the District's right of ingress and egress over adjoining properties for maintenance and operation.

(e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;

All Improvements

MVE owes the following fees:

- **Construction Water -- \$1,450.56**
- **Replenish Deposit -- \$4,932.00**
- **Cost of Special Meeting -- TBD**

Note:

1. Fees to be paid pursuant to Bankruptcy Court ruling prior to District acceptance of MVE Improvements.

2. PCIA requires a deposit of \$10,000; however, MVE has an existing balance of \$5,068. \$10,000 to be used for payment of unpaid engineer costs and future inspection costs related to bi-furcated sewer line. Note: Costs in excess of deposit must be paid as a condition of acceptance of bifurcated sewer line. On the other hand, unused deposits will be refunded at time of acceptance.

(f) A detailed accounting of amounts expended for improvements (water and sewer improvements accounted for separately);

All Improvements

- **District has agreed to delay final accounting until setting of 27th water meter**
- **Accounting has three (3) potential purposes**
 - **Setting maintenance guarantee**
 - **Establish equitable apportionment of costs if reimbursement applicable**
 - **GASBE requirement**

(g) A list of assessor parcel numbers and service addresses to be served by the Project; and

All systems done.

(h) Applicant provides the District with a "Maintenance Guarantee" as provided in Section 12(b).

- **On site & Off site improvements – The maintenance guarantee us 10% of the project construction cost. All improvements were bonded based on MVE's Engineer Cost Estimate at 90% completion at the time of bonding. Therefore, the existing bonds should stay in place and not be reduced during the guarantee period, equating to 10% of construction cost.**
- **Dana Wells – separately bonded with District at \$377,000.**

NIPOMO COMMUNITY

BOARD MEMBERS

MICHAEL WINN, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR
JAMES HARRISON, DIRECTOR



SERVICES DISTRICT

STAFF

BRUCE BUEL, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NCSD.CA.GOV

June 21, 2007

Via Facsimile (805) 925-0422 & U.S. Mail

Roberta Chavez
124 West Main, Suite C
Santa Maria, CA 93458

Re: Maria Vista Estates/Acceptance of Improvements

Dear Ms. Chavez:

Please accept this letter as the District's partial response to your letters of June 13 and June 14, 2007.

1) On Site Water and Sewer Improvements

The District is in receipt of an on site sewer and water costs as of August 11, 2006. As a previously noted accommodation, this summary of costs will be used for the sole purpose of calculating the maintenance guarantee. The District has the following comments and requests:

- a. The summary does not include lift station costs. MVE must either provide a summary update or a separate summary for lift station improvements.
- b. The summary includes the channel crossing which by accommodation is not being offered for dedication at this time. Therefore, the summary must be revised to delete the channel crossing.
- c. An engineer's estimate of construction costs for the channel crossing (bifurcated sewer) needs to be forwarded to Jim Garing for approval in order to calculate ongoing performance bond requirements.

2) Off Site Water Line Improvements

The District is in receipt of off site waterline costs as of August 11, 2006, that concludes the total costs for this improvement as of August 11, 2006, to be \$1,277,220.72. Ten percent (10%) (the maintenance security requirement) equals \$127,722.07. The existing performance

bond is in the amount of \$61,997.00 and will not cover the maintenance guarantee. The District requests MVE's proposal to meet its contract obligation to provide the maintenance security.

3) Sewer Force Main

As to the sewer force main maintenance guarantee, the District has the following comments:

- a. The District's records do not reflect receipt of an accounting or an informal summary of costs for construction of the force main for the purposes of calculating the maintenance guarantee.
- b. Caliland's public improvement bond estimates used to establish the MVE/County Performance Bond do not include estimates for the force main. Therefore, the District concludes that the force main is not included in the County MVE Performance Bond. Please provide the District with MVE's proposal to provide security pursuant to paragraph 12 of the plan check inspection agreement.

4) Easements

The District's records do not reflect a new easement description eliminating the bifurcated portion of the gravity sewer line that by accommodation is not being offered to the District for acceptance (commonly referred to as the channel crossing). Please provide it to the District or provide the District with a new easement description as previously requested.

5) Costs

MVE has yet to bring its construction water costs current. Additionally, the District anticipates receiving ongoing plan check billing statements from Garing & Taylor Associates. As an accommodation the District will require payment of these fees as a condition of setting the first water meter as opposed to a condition of setting this matter for hearing.

This letter is not intended to be inclusive and the District retains its rights to further comment and request additional information for the purposes of processing Maria Vista's application for acceptance for improvements.

Further, this letter should not be interpreted as modifying the District's prior accommodations that the District will not set the 26th water meter until such time as the bifurcated portion of the sewer system has been offered, dedicated and accepted by the District; the Dana Wells have been offered, dedicated and accepted by the District; and the final accounting for all improvements has been accepted by the District. (All in accordance with the plan check and inspection agreements.)

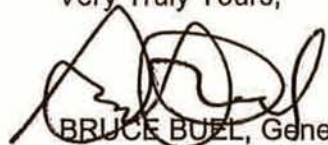
Name: Roberta Chavez
Subject: MVE
Date: 6/21/07

Nipomo Community Services District
Page 3 of 3

Lastly, provided that the District's comments and request for information have been satisfied by 5:00 p.m., Tuesday, June 26, 2007, the District will set a special meeting for July 2, 2007, at 2:00 p.m. for consideration of acceptance of MVE's improvements.

Please call me directly for any questions or comments.

Very Truly Yours,



BRUCE BUEL, General Manager
Nipomo Community Services District

BB/vab

cc: NCSD Board of Directors
Lisa Bognuda, Butch Simmons and Faith Watkins
Jon Seitz, Esq. (Via Fax)
Jim Garing (Via Fax)
John Fricks, Esq. (Via Fax)
Jeffry Wagner (Via Fax)
Tract 1856/1802 File
Chronological File

T:\DOCUMENTS\STAFF FOLDERS\BRUCE\LETTERS\2007\070621MVE.DOC

OGDEN & FRICKS LLP
656 Santa Rosa Street, Second Floor
San Luis Obispo, California 93401
Phone: 805•544•5600 Fax: 805•544•7700

June 26, 2007

By Hand Delivery

File No. 5009-15

Jon S. Seitz, Esq.
Shipsey & Seitz, Inc.
1066 Palm Street
San Luis Obispo, CA 93401

RECEIVED

JUN 26 2007

NIPOMO COMMUNITY
SERVICES DISTRICT

Re: *Maria Vista Estates/NCSD Water Meters*

Dear Mr. Seitz:

I have been tasked to respond to Mr. Buel's June 21 letter concerning the MVE project. Many of Mr. Buel's concerns about bonding are surprising to MVE. Certainly, MVE is very interested in getting this matter resolved and have the hearing on July 2 to accept the MVE water and sewer improvements necessary for setting the first 27 water meters.

Assignment of Contractor's Warranty

As I read the District's plan check and inspection agreements, to satisfy the District's maintenance guarantee requirement, MVE can either post security (which it has, see below) **or** simply assign to the District, MVE's rights to the contractor's warranty on the improvements, utilizing a form approved by the District.¹ MVE is perfectly willing to assign its rights in its contractors' warranties for the water and sewer improvements to be dedicated.² MVE presumes that the District has a standardized form to accomplish this but, if not, I can draft one for the District's review and comment. Regardless, it is difficult to see why District staff would delay the proffered July 2 special hearing while such a document can be finalized and signed by MVE.

Adequate Bonding

MVE presently has posted the following bonds relating to its project: (i) \$1,966,238 performance bond for Tract 1802, (ii) \$1,558,436 performance bond for Tract 1856, (iii) \$3,190,374 payment bond for Tract 1802, (iv) \$1,837,487 payment bond for Tract 1856, (v) \$61,997 maintenance bond for the offsite water line, (vi) \$377,503 performance bond for the Dana Wells, and (vii) \$188,752 payment bond for the Dana Wells.

¹ The relevant language reads: "Applicant shall provide the District with a letter of credit or other financial security satisfactory to the District ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District. . . ."

² When the District requested the identities of MVE's contractors in December 2006 and January 2007, MVE understood the purpose of the inquiry was to ensure that the District would receive an appropriate assignment from MVE for all such contractor warranties in satisfaction of the Maintenance Guarantee requirement.

None of these bonds have been released. That MVE has these bonds is well known by the District. While the District made clear to MVE that the County, not the District, was to be bondholder on the first four identified bonds,³ the District reviewed and approved each and every one of the bonds to be issued for the MVE project, including the \$3.5 million in performance bonds and \$5.0 million in payment bonds issued for the project, before notifying the County that its will serve letter was "final." In fact, when it determined that the offsite water line and Dana Wells improvements had not been included in the main subdivision improvement bonds, the District required, and MVE provided, the additional bonds (v-vii, above) in January 2005 for those improvements. Satisfied, the District notified the County that the conditions to issuance of a "final" will serve had been satisfied and, based upon the District's representations to the County, the final maps were recorded on the project and MVE continued construction of the water and sewer improvements and its homes. The District is well aware that maintenance bonds are automatically set at a rate of 10% of the performance bonds issued and, based upon its acceptance of the performance bonds, the District accepted the 10% maintenance bonds as adequate.

The District should understand that since the County has not yet accepted the MVE public improvements, the performance bonds (totaling \$3.5 million) and payment bonds (totaling \$5.0 million) remain in place for the subdivision improvements (including the bulk of the District's water and sewer improvements, with the remainder covered by separate bonds). As such, not only has MVE offered to assign its contractor's warranties to satisfy its Maintenance Guarantee, the Guarantee is well secured and no further security is necessary for any of these improvements.

Cost of Project

Mr. Buel misstates the purpose of the accounting provided by MVE. The maintenance bond is set upon the approval of construction cost estimates that determine the amount of the performance bond(s) and issuance of those bonds (it is simply 10% of the performance bond). The accounting submitted by MVE was provided to identify those costs incurred by the developer that should be reimbursed by subsequent users of the improvement pursuant to formula. Illustrating this point, MVE's accounting includes significant reimbursable costs for administrative/professional and engineering costs (i.e. "soft costs"). For the offsite water line, the soft costs are more than \$800,000 of the \$1.2 million listed. In order to repair any defects in the line that crop up in the next year (assuming MVE does not repair them), the District does not need 10% of the soft costs to be included in a maintenance bond. The \$61,997 bond held by the District is more than 10% of the hard costs of construction for the offsite waterline project.

Lift Station Costs

Mr. Buel's letter indicates that the District believes that it does not have the lift station accounting summary. MVE submitted the lift station costs on August 22, 2006 and, again, by fax on September 1, 2006. (See attached fax dated September 1, 2006.) The lift station costs were reported along with the sewer force main costs; however, the costs are segregated.

³ See Mr. LeBrun's letter dated November 24, 2004 (attached hereto).

Channel crossing easement and costs

MVE does not understand why the District will not accept the easements as provided. The District is well aware that the channel crossing and related easement are required for the setting of the last 50 water meters at the MVE project.⁴ By requiring the "removal" of the easement for the channel crossing because the channel crossing is not offered for dedication now -- but will be offered for dedication to the District in a few months -- makes no sense as: (i) the channel crossing easement need not be used by the District until the channel crossing section is offered,⁵ (ii) **providing the District the channel crossing easement earlier than required does not impose any liability or maintenance requirements on the District for the channel crossing easement**, and (iii) there will be significant delay and cost to MVE in having to re-draw the easement description and then, later, resubmit another new drawing for the easement description for the channel crossing portion only. Frankly, having all of the MVE-related easements described in a single document should provide administrative ease to the District as it operates and maintains MVE's water and sewer improvements in the future.

Similarly, the District does not need MVE to back out the costs associated with the channel crossing/inactive portion of the sewer from the remaining sewer costs. The onsite sewer is included in the bonds held and to be held by the County. As indicated above, the maintenance guarantee will be met through assignment of the contractor's warranty and through significant, existing bonds made in favor of the County. Moreover, since the bonds do not distinguish between the active and inactive portion of the sewer, why should the District? To the extent that the District continues to require differentiation between these costs, MVE will preliminarily estimate that the inactive portion of the sewer (a total of approximately 200 linear feet) is 3.1% of the 6,500 linear feet of onsite sewer installed. As a rough estimate, the inactive portion, therefore, is 3.1% of the total onsite sewer cost.

Sewer Force Main

Mr. Buel's comments indicate that the District does not believe that it has received an accounting or summary of costs for the sewer force main or that the \$3.5 million in performance bonds supplied by MVE to the County includes the sewer force main. Mr. Buel is incorrect. First, MVE provided the sewer force main costs in a submitted dated August 22, 2006 and re-resent it to the NCSD by fax on September 1, 2006. See attached facsimile. Second, the Caliland Engineering estimate used in determining the bonds paid to the County does include the sewer force main as a bonded item. See attached (highlighted). In fact, the 13,567 linear feet of 4" sewer force main pipe was identified on both the bond calculation for Tract 1802 as well as the bond calculation for Tract 1856. It is, in effect, listed as a bonded item on both bonds and, as such, is double bonded.

⁴ Mr. Buel's letter appeared to indicate that the Dana Wells and other improvements were necessary before the District set the 26th water meter. I presume this is a typographical error. As indicated in his Declaration filed in the bankruptcy court, the District has promised to set the first 27 water meters and conditioned the 28th water meter on the completion of the Dana Wells, etc., not the 26th meter.

⁵ And since the inactive portion of the onsite sewer does not serve any properties annexed into the District (or in process of annexation), the NCSD's use of the inactive portion of the sewer may be years (or decades) away.

Costs

While MVE appreciates any positive consideration that it may receive from the District, MVE is unable to pay fees, like the Garing & Taylor invoices that are "anticipated," for which MVE has not received invoices. As for the construction water charges, MVE paid \$2,072.88 in accrued water charges yesterday, June 25 (as Ms. Chavez had previously promised to District staff). Ms. Chavez reports that additional bills from the NCSD were just received and will be reviewed and processed for payment next week.

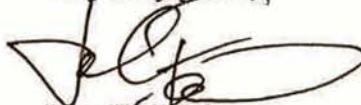
Timing of Hearing

MVE currently has 7 homes with buyers who are awaiting water meters to close escrows in July. Further, MVE is in the middle of the peak marketing and sales season. Further delaying the setting of water meters because MVE is providing more easement area than the District currently needs (but will require in a few months) and the Maintenance Guarantee as identified by the Plan Check and Inspection Agreement, when MVE is losing \$10,000 or more a day in interest and is facing the potential loss of the peak selling season, is simply not reasonable.

It is similarly disturbing to MVE that the District did not identify earlier the additional bonding that it apparently believes that it needs when it has been in possession of all MVE bonds since January 2005 and has been aware of all of the cost summaries since August 2006. If the District thought that more bonds would be necessary (as Mr. Buel's June 21 letter sets forth), the District had a duty to inform MVE of that fact 9 months ago, not with construction complete, escrows waiting to be closed, and the project on the cusp of getting water meters.⁶

MVE strongly encourages District staff to reconsider its position in light of the foregoing and to put the matter before the Board on July 2.

Very truly yours,



John W. Fricks

JWF/bg

Enclosure

cc: NCSD Directors (by hand delivery)
Bruce Buel, NCSD Manager (by hand delivery)
Client (by email)
David P. Lanferman, Esq. (by email)

⁶ That the District never sought additional bonds on Tract 2212 (and other projects) implies that the MVE project is receiving detrimentally different treatment at the hands of the District.

NIPOMO COMMUNITY



SERVICES DISTRICT

BOARD MEMBERS

MICHAEL WINN, PRESIDENT
JUDITH WIRSING, VICE PRESIDENT
ROBERT BLAIR, DIRECTOR
LARRY VIERHELIG, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

MICHAEL LEBRUN, GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
DAN MIGLIAZZO, MAINTENANCE SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326
(805) 929-1133 FAX (805) 929-1932 Email address gn

November 24, 2004

Armand Boute'
San Luis Obispo County
Public Works
Government Center, Room 207
San Luis Obispo, CA 93408
Fax: 805.781.1229

SUBJECT: TRACTS 1802/1856, Will-Serve Letter

Dear Mr. Boutee':

This letter is in response to your November 23, 2004, letter requesting clarification of the District's August 27, 2004, letter titled Verification of Water and Sewer Service for the subject Tracts.

There are a number of outstanding issues with regard to Tracts 1802 and 1856 that prevent the District from issuing a Final, unconditioned, Will Serve letter at this time. Sufficient bonding for yet to be constructed, certified, and accepted Improvements will satisfy the majority of these issues. The District appreciates the County's efforts and coordination to insure Bonding quantities for the Tracts are acceptable.

The issue of easements, or lack there of, can not be satisfied by Bonding and therefore must be resolved prior to map recordation. Specifically, off-site water and sewer lines for this project are currently run across an adjacent Tract where a dedicated easement for these improvements does NOT exist.

The District respectfully requests the County's continued coordination on these issues. If you have any questions in this matter, please contact me.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT

Michael LeBrun
General Manager

c: Jon Seitz, District Counsel

file: Maria Vista

TRACTS/1802 & 1856 Bonding

To: Mark Pender (805)
From: Michael LeBrun, 929-1133

I left a voice mail on this subject.

I will call Armand et County to brief on positive meeting last week.

Please copy Jared & John.
ML

RECEIVED

App'd By: _____
Date: _____

MARIA VISTA ESTATES,
A CALIFORNIA GENERAL PARTNERSHIP

FAKED

INSPECTION REQUEST

TO: Bruce Buel / Garing	FROM: Roberta Chavez
COMPANY: NCS D	DATE: 09/01/06
FAX NUMBER: (805) 929-1932	TOTAL NO. OF PAGES INCLUDING COVER: 4
PHONE NUMBER: (805) 929-1133	SENDER'S REFERENCE NUMBER: Memo
RE: Sewer	CC: J. Fricks, Esq. 544-7700 Fax

X URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

INFORMATION

Bruce / Garing:

Attached are the following documents, per your request:

- 1) Easement for Garing's review and approval
- 2) Sewer Force Main Cost Breakdown

Should you have any questions, please feel free to contact me at 805-925-1710 ext 100.

Thanks,
Roberta Chavez

124 WEST MAIN, SUITE C
SANTA MARIA, CALIFORNIA 93458
(805) 925-1710 FAX (805) 925-0422

MARIA VISTA ESTATES
Sewer Force Main / Lift Station Costs
August 22, 2006

FORCE MAIN SEWER COST

Clean-up	
Labor	3,965.91
Material	21,357.92
Trucking	3,414.49
Total Clean-up	<u>28,738.32</u>
Clean Outs	57,477.71
Encroachment Permit	226.00
Equipment Rental	3,091.61
Installation	410,365.82
Material	56,727.47
Paving	39,578.00
Fencing on Orchard	1,168.75
Total FORCE MAIN SEWER	<u>568,635.36</u>
ENGINEERING	
Offsite S.F.M. & Lift Station	180,148.31
Soils	3,135.74
Staking	7,737.50
Total Engineering	<u>191,021.55</u>
SOFT COST	
Administration/Professional	1,206,384.73
County Fees	25,178.40
Total Soft Cost	<u>1,206,384.73</u>
Total Sewer Force Main Costs	<u><u>1,966,041.64</u></u>

Wet Well/Lift Station

Clean Out	19,992.48
Drilling	2,128.50
Fencing	6,240.06
Installation	101,565.38
Material	3,310.77
Permits	98.00
Pump Rental	122.27
Pump water	776.00
Pumps	48,853.45
Utilities	9,730.90
Wet Well Vault	27,874.70
Total Wet Well/Lift Station	<u>220,692.51</u>

Wet Well/Lift Station Costs 2,186,734.15

The costs information provided is not a final accounting of costs. As the District is aware, MVE has 25 constructed homes waiting for water meters to be set by the District, with many of the homes in escrow and homeowners waiting to move in. It will take 2 or 3 months for MVE to receive all bills from suppliers and contractors. We request that the as-builts be approved and water meters set with MVE providing additional cost information when it is available.

This submittal is not intended to be, nor should it be construed as a waiver of any claims that MVE may have against the District. All prior protests are hereby reaffirmed.

hp officejet 4200 series 4215

Personal Printer/Fax/Copier/Scanner

Log for
9/1/2006 8:39AM

Last Transaction

Date	Time	Type	Identification	Duration	Pages	Result
09/01	08:37a	Fax Sent	99291932	1:35	4	OK

08/26/04 13:46 FAX 805 781 1229
 AUG 26 04 11:54a
 SLO COUNTY PUBLIC WORKS
 Trincon, Inc.
 805-925-0422
 P. 6

DATE: Aug 02, 2004
 JOB No.: 2-2518-000
 JOB NM: Tract 1802
 CALC BY: KS
 CHK BY:

CallLand Engineering, Inc.
 1216 S. Garfield Avenue, Suite 200
 Alhambra, CA 91801
 phone: (626) 281-2288 fax: (626) 281-2088

TRACT 1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
PREPARATION								
	CLEARING & GRUBBING	7	AC	500.00	\$3,500	90%	\$350	
	TREE REMOVAL	7	EA	250.00	\$1,750	90%	\$175	
	GRIND AC	20,068	SF	1.35	\$27,092		\$27,092	
	A.C. REMOVAL	14,513	SF	1.35	\$19,593	30%	\$13,715	
	DEMO FENCE	1,017	LF	1.50	\$1,525	90%	\$153	
	DISPOSAL	540	CY	40.00	\$21,600	90%	\$2,160	
	Preparation Subtotal:				\$75,080		\$43,844	
EARTHWORK								
	CUT	192,184	CY	4.50	\$864,738	90%	\$86,474	BORROW SITE 1 (INCLUDED)
	FILL	132,710	CY	4.50	\$597,195	90%	\$59,720	
	EXPORT	59,454	CY	4.50	\$267,543	90%	\$26,754	
	BASIN GRADING	72,600	CY	4.50	\$326,700	90%	\$32,670	
	Earthwork Subtotal:				\$2,056,178		\$205,618	
ROAD								
	A.C. PAVEMENT - Hutton 5'6"	116,300	SF	1.80	\$209,340		\$209,340	
	A.C. PAVEMENT - Rio 3'6"	123,617	SF	1.08	\$133,507		\$133,507	
	A.C. PAVEMENT - Other 2.5'6"	22,422	SF	0.90	\$20,180		\$20,180	
	4.5" TYPE "B" A.C.	25,837	SF	1.62	\$41,856		\$41,856	
	6" TYPE "B" A.C.	4,263	SF	2.16	\$9,208		\$9,208	SIDEWALK
	CROSS GUTTER & SPANDREL	1,200	SF	7.50	\$9,000		\$9,000	
	CURB AND GUTTER - 6"	6,157	LF	14.00	\$86,204	90%	\$8,620	
	CONCRETE CURB	953	LF	10.00	\$9,531	90%	\$953	
	CONCRETE DRIVEWAY APPROACH	5,966	SF	5.50	\$32,815		\$32,815	
	HANDICAP RAMP	14	EA	650.00	\$9,100		\$9,100	
	SIDEWALK	29,521	SF	3.50	\$103,324		\$103,324	
	A.C. DRIVEWAY APPROACH	115	SF	2.50	\$288		\$288	
	A.C. BERM OR DIKE - 6"	3,911	LF	4.00	\$15,644		\$15,644	
	CLASS II AGG. BASE - 4"	30,540	SF	0.40	\$12,216	60%	\$4,886	EQUESTRIAN TRAIL
	CLASS II AGG. BASE - 4"	119,636	SF	0.40	\$47,855	60%	\$19,142	INCLUDES SIDEWALK
	CLASS II AGG. BASE - 6"	156,388	SF	0.60	\$93,833	60%	\$37,533	INCLUDES SHOULDER
	CHIP SEAL	86,128	SF	1.00	\$86,128		\$86,128	
	STOP AND STREET SIGN	6	EA	250.00	\$1,500		\$1,500	
	STOP AND STOP BAR	6	EA	150.00	\$900		\$900	
	STREET SIGN	32	EA	225.00	\$7,200		\$7,200	
	TRAFFIC MARKING	227	SF	1.00	\$227		\$227	
	TRAFFIC STRIPING (PAINT)	8,062	LF	0.40	\$3,225		\$3,225	

APPROVED
Glenn Marshall
 DEPT. OF PUBLIC WORKS
 DATE

\$6380748 / \$1966238

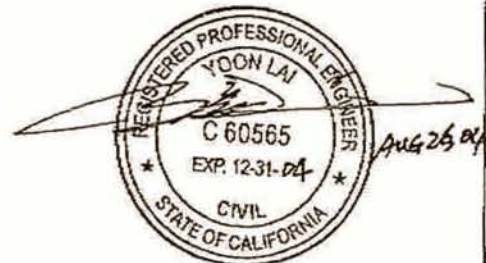
TRACT 1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
	METAL BEAM GUARD RAIL	1,156	LF	30.00	\$34,667		\$34,667	
	BARRICADE, WOOD	64	LF	20.00	\$1,280		\$1,280	
	MONUMENT WELLS	45	EA	225.00	\$10,125		\$10,125	
	SAW CUT -A.C.	5,305	LF	1.25	\$6,631		\$6,631	
Road Subtotal:					\$967,134		\$788,630	
STORM DRAIN								
	BASIN DITCHES ALONG PL & SLY BASIN 1							
	INLET -MINOR (C-4)	19	EA	800.00	\$15,200	90%	\$1,520	
	INLET C-3	11	EA	2300.00	\$25,300	90%	\$2,530	
	STORM DRAIN - 12" OR LESS	69	LF	25.00	\$1,725	90%	\$173	SAND BACKFILL
	CULVERT PIPE - 18" RCP	2,410	LF	30.00	\$72,300	90%	\$7,230	SAND BACKFILL
	CULVERT PIPE -24" RCP	686	LF	35.00	\$24,010	90%	\$2,401	SAND BACKFILL
	CULVERT PIPE -30" RCP	10	LF	40.00	\$400	90%	\$40	SAND BACKFILL
	CULVERT PIPE -36" RCP	894	LF	45.00	\$40,230	90%	\$4,023	SAND BACKFILL
	CULVERT PIPE -48" RCP	541	LF	60.00	\$32,460	90%	\$3,246	SAND BACKFILL
	ROCK SLOPE PROTECTION	140	CY	100.00	\$14,042	90%	\$1,404	
	CONC. V DITCH 4" THICK 2.5' WIDE	1,185	LF	15.00	\$17,780	90%	\$1,778	
	ASPHALT DRAINAGE SWALE	97	LF	25.00	\$2,425		\$2,425	
	CONCRETE DITCH 3'	317	LF	16.00	\$5,072		\$5,072	
	CONC. V DITCH 6" THICK 6' WIDE	1,672	LF	25.00	\$41,800	90%	\$4,180	
	SIDEWALK UNDERDRAIN	3	EA	1200.00	\$3,600		\$3,600	
	HEADWALL	358	SF	60.00	\$21,480	80%	\$4,296	
	MANHOLE	4	EA	2300.00	\$9,200	90%	\$920	
	14' GATE	3	EA	200.00	\$600		\$600	
	6' CHAIN LINK FENCE	3,381	EA	12.00	\$40,572		\$40,572	
	HANSON OUTLETS	17	EA	500.00	\$8,500		\$8,500	
Storm Drain Subtotal:					\$376,696		\$94,510	
WATER								
	WATER METER, LATERAL, BOX	52	EA	750.00	\$39,000	90%	\$3,900	
	WATER MAIN -8"	3,666	LF	26.00	\$95,324	90%	\$9,532	
	12-INCH W/L C900 CL150	1,335	LF	33.00	\$44,055	90%	\$4,406	
	12" DIP W/L CL350	159	LF	41.75	\$6,638	90%	\$664	
	GATE VALVE 8"	18	EA	1200.00	\$21,000	90%	\$2,100	
	GATE VALVE 12"	8	EA	1550.00	\$12,400	90%	\$1,240	
	FIRE HYDRANT	12	EA	2700.00	\$32,400	90%	\$3,240	
	AIR RELIEF VALVE	5	EA	1200.00	\$6,000	90%	\$600	
	BLOW OFF	3	EA	1700.00	\$5,100	90%	\$510	
Water Subtotal:					\$261,917		\$26,192	
SEWER								
	SEWER LATERAL TIE IN	52	EA	750.00	\$39,000	90%	\$3,900	
	SEWER CLEANOUT	3	EA	600.00	\$1,800	90%	\$180	
	SEWER CLEANOUT - D.I., FLANGED	43	EA	1200.00	\$51,600	90%	\$5,160	

1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE								
CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
	SEWER MAIN (sdr 35 pvc, 6' deep in pvm)					90%		
	4" NATIVE BACKFILL	13,587	LF	15.00	\$203,505	90%	\$20,351	
	8" NATIVE BACKFILL	4,099	LF	17.00	\$69,678	90%	\$6,968	
	MANHOLE, TYPICAL	15	EA	2300.00	\$34,500	90%	\$3,450	
	TIE INTO EX. MANHOLE	1	EA	1800.00	\$1,800	90%	\$180	
	LIFT STATION	1	LS	50000.00	\$50,000		\$50,000	
	THRUST BLOCKS	45	EA	125.00	\$5,625	90%	\$563	
	Sewer Subtotal:				\$457,508		\$90,751	
OTHER UTILITIES								
	JOINT TRENCH	5,357	LF	20.00	\$107,135	90%	\$10,713	
	GAS LINE	6,068	LF	16.00	\$97,088	90%	\$9,709	
	GAS LINE (REMOVE)	937	LF	8.00	\$7,496	90%	\$750	
	GAS METER (RELOCATE)	1	EA	180.00	\$180	90%	\$18	
	UTILITY POLE - REMOVE	6.00	EA	2500.00	\$15,000		\$15,000	
	Other Utilities Subtotal:				\$226,899		\$36,190	
WALLS								
	RETAINING WALLS 1-3 FEET	18	LF	28.00	\$504	60%	\$202	
	RETAINING WALLS 4-6 FEET	42	LF	60.00	\$2,520	60%	\$1,008	
	RETAINING WALLS 8-10 FEET	288	LF	90.00	\$25,920	60%	\$10,368	
	DECORATIVE WOOD	56	LF	13.00	\$728		\$728	
	Walls Subtotal:				\$29,672		\$12,306	
MISCELLANEOUS								
	SPLIT RAIL FENCE	658	LF	3.00	\$1,974		\$1,974	
	TRAFFIC CONTROL	1	LS	30000.00	\$30,000		\$30,000	
	EROSION CONTROL	1	LS	25000.00	\$25,000		\$25,000	
	EROSION CONTROL MATTING	66,934	SF	0.50	\$33,467		\$33,467	
	HYDROSEED	1	AC	3050.00	\$3,660		\$3,660	2:1 SLOPES ONLY
	LANDSCAPING (SHT L1) Trees	14	EA	220.00	\$3,080		\$3,080	
	SHRUBS	73	EA	115.00	\$8,395		\$8,395	
	GROUND COVER	16	EA	65.00	\$1,040		\$1,040	
	Miscellaneous Subtotal:				\$106,616		\$106,616	
				SUBTOTAL:	\$4,557,677		\$1,404,456	
				CONTINGENCIES & INFLATION (20% of subtotal):	\$911,535		\$280,891	
				ENGINEERING ADMINISTRATION (20% of subtotal):	\$911,535		\$280,891	
				GRAND TOTAL:	\$6,380,748		\$1,966,238	
				BOND AMOUNT:	\$6,380,748		\$1,966,238	

AC ACRE
 CY CUBIC YARD
 EA EACH
 LF LINEAR FOOT
 LS LUMP SUM
 SF SQUARE FOOT
 IN/SF INCHES/SQUARE FOOT
 HR HOUR

SUBTOTAL: \$4,557,677 \$1,404,456
 CONTINGENCIES & INFLATION (20% of subtotal): \$911,535 \$280,891
 ENGINEERING ADMINISTRATION (20% of subtotal): \$911,535 \$280,891
 GRAND TOTAL: \$6,380,748 \$1,966,238
 BOND AMOUNT: \$6,380,748 \$1,966,238



001 P.2

BU5-925-U422

08/26/04 13:45 FAX 805 781 1229
 Aug 26 04 11:53a Trincon, Inc.

DATE: Aug 02, 2004
 JOB No: 2-2518-000
 JOB NM: Tract 1856
 CALC BY: KS
 CHK BY:

Calland Engineering, Inc.
 1216 S Garfield Avenue, Suite 200
 Alhambra, CA 91801
 phone: (626) 281-2288 fax: (626) 281-2088

TRACT-1856 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
PREPARATION								
	CLEARING & GRUBBING	2	AC	500.00	\$1,125	90%	\$113	
	TREE REMOVAL	7	EA	250.00	\$1,750	90%	\$175	
	GRIND AC	20,068	SF	1.35	\$27,092		\$27,092	
	A.C. REMOVAL	14,513	SF	1.35	\$19,593	30%	\$13,715	
	DEMO FENCE	1,017	LF	1.50	\$1,525	90%	\$153	
	DISPOSAL	540	CY	40.00	\$21,600	90%	\$2,160	
	Preparation Subtotal:				\$72,685		\$43,407	
EARTHWORK								
	CUT	12,067	CY	4.50	\$54,302	90%	\$5,430	
	FILL	38,672	CY	4.50	\$174,024	90%	\$17,402	
	EXPORT	27,605	CY	4.50	\$124,223	90%	\$12,422	
	BASIN GRADING	10,000	CY	4.50	\$45,000	90%	\$4,500	
	Earthwork Subtotal:				\$397,548		\$39,765	
ROAD								
	A.C. PAVEMENT - Hulton 5'6"	103,898	SF	1.80	\$187,016		\$187,016	
	A.C. PAVEMENT - Rio 3'6"	65,582	SF	1.08	\$70,829		\$70,829	
	A.C. PAVEMENT - Other 2.5'6"	22,422	SF	0.90	\$20,180		\$20,180	
	4.5" TYPE "B" A.C.	25,387	SF	1.62	\$41,127		\$41,127	
	6" TYPE "B" A.C.	4,283	SF	2.16	\$9,208		\$9,208	SIDEWALK
	CROSS GUTTER & SPANDREL	800	SF	7.50	\$6,000		\$6,000	
	CURB AND GUTTER - 6"	5,131	LF	14.00	\$71,828	90%	\$7,183	
	CONCRETE CURB	953	LF	10.00	\$9,531	90%	\$953	
	CONCRETE DRIVEWAY APPROACH	4,650	SF	5.50	\$25,572		\$25,572	
	HANDICAP RAMP	9	EA	850.00	\$5,850		\$5,850	
	SIDEWALK	24,323	SF	3.50	\$85,131		\$85,131	
	A.C. DRIVEWAY APPROACH	115	SF	2.50	\$288		\$288	
	A.C. BERM OR DIKE - 6"	3,381	LF	4.00	\$13,524		\$13,524	
	CLASS II AGG. BASE - 4"	4,040	SF	0.40	\$1,616	60%	\$646	EQUESTRIAN TRAIL
	CLASS II AGG. BASE - 4"	116,215	SF	0.40	\$46,486	60%	\$18,594	INCLUDES SIDEWALK
	CLASS II AGG. BASE - 6"	92,905	SF	0.60	\$55,743	60%	\$22,297	INCLUDES SHOULDER
	CHIP SEAL	66,128	SF	1.00	\$66,128		\$66,128	
	STOP AND STREET SIGN	3	EA	250.00	\$750		\$750	
	STOP AND STOP BAR	3	EA	150.00	\$450		\$450	
	STREET SIGN	29	EA	225.00	\$6,525		\$6,525	
	TRAFFIC MARKING	227	SF	1.00	\$227		\$227	
	TRAFFIC STRIPING (PAINT)	8,062	LF	0.40	\$3,225		\$3,225	

APPROVED

Shawn Marshall *08/26/04*

CONTRACT WORKS

DATE

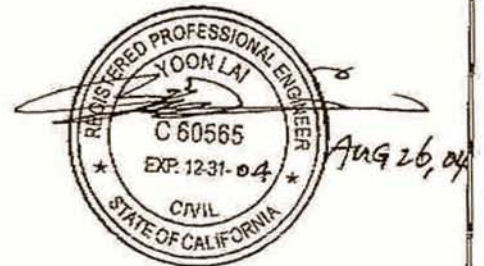
\$3674975 / \$1958436

TRACT 1856 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
	METAL BEAM GUARD RAIL	1,156	LF	30.00	\$34,667		\$34,667	
	MONUMENT WELLS	21	EA	225.00	\$4,725		\$4,725	
	SAW CUT -A.C.	5,305	LF	1.25	\$6,631		\$6,631	
Road Subtotal:					\$774,607		\$639,077	
STORM DRAIN								
	INLET -MINOR (C-4)	15	EA	800.00	\$12,000	90%	\$1,200	
	INLET C-3	13	EA	2300.00	\$29,900	90%	\$2,990	
	STORM DRAIN - 12" OR LESS	69	LF	25.00	\$1,725	90%	\$173	SAND BACKFILL
	CULVERT PIPE - 18" RCP	2,410	LF	30.00	\$72,300	90%	\$7,230	SAND BACKFILL
	CULVERT PIPE -24" RCP	686	LF	35.00	\$24,010	90%	\$2,401	SAND BACKFILL
	CULVERT PIPE -30" RCP	10	LF	40.00	\$400	90%	\$40	SAND BACKFILL
	CULVERT PIPE -36" RCP	894	LF	45.00	\$40,230	90%	\$4,023	SAND BACKFILL
	CULVERT PIPE -48" RCP	541	LF	60.00	\$32,460	90%	\$3,246	SAND BACKFILL
	ROCK SLOPE PROTECTION	140	CY	100.00	\$14,042	90%	\$1,404	
	CONC. V DITCH 4" THICK 2.5' WIDE	1,185	LF	15.00	\$17,780	90%	\$1,778	
	ASPHALT DRAINAGE SWALE	97	LF	25.00	\$2,425		\$2,425	
	CONCRETE DITCH 3'	317	LF	16.00	\$5,072		\$5,072	
	CONC. V DITCH 6" THICK 6' WIDE	1,672	LF	25.00	\$41,800	90%	\$4,180	
	HEADWALL	358	SF	60.00	\$21,480		\$21,480	
	MANHOLE	5	EA	2300.00	\$11,500	80%	\$2,300	
	14' GATE	1	EA	200.00	\$200	90%	\$20	
	6' CHAIN LINK FENCE	3,799	EA	12.00	\$45,588		\$45,588	
	HANSON OUTLET	5	EA	500.00	\$2,500		\$2,500	
Storm Drain Subtotal:					\$375,412		\$108,050	
WATER								
	WATER METER, LATERAL, BOX	25	EA	750.00	\$18,750	90%	\$1,875	
	WATER MAIN -8"	2,817	LF	26.00	\$73,247	90%	\$7,325	
	12-INCH W/L C900 CL150	865	LF	33.00	\$28,545	90%	\$2,855	
	12" DIP W/L CL350	159	LF	41.75	\$6,638	90%	\$664	
	GATE VALVE 8"	9	EA	1200.00	\$10,800	90%	\$1,080	
	GATE VALVE 12"	3	EA	1550.00	\$4,650	90%	\$465	
	FIRE HYDRANT	7	EA	2700.00	\$18,900	90%	\$1,890	
	BLOW OFF	5	EA	1700.00	\$8,500	90%	\$850	
Water Subtotal:					\$170,031		\$17,003	
SEWER								
	SEWER LATERAL TIE IN	25	EA	750.00	\$18,750	90%	\$1,875	
	SEWER CLEANOUT	3	EA	600.00	\$1,800	90%	\$180	
	SEWER CLEANOUT - D.I., FLANGED	43	EA	1200.00	\$51,600	90%	\$5,160	
	SEWER MAIN (sdr 35 pvc, 6' deep in pvm)							
	4"/NATIVE BACKFILL	13,567	LF	15.00	\$203,505	90%	\$20,351	
	8"/NATIVE BACKFILL	4,019	LF	17.00	\$68,324	90%	\$6,832	
	16" STEEL CASING/NATIVE BACKFILL	164	LF	40.00	\$6,568	90%	\$657	
	MANHOLE, TYPICAL	18	EA	2300.00	\$41,400	90%	\$4,140	

TRACT 1856 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE								
CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
	TIE INTO EX. MANHOLE	1	EA	1800.00	\$1,800	90%	\$180	
	LIFT STATION	1	LS	50000.00	\$50,000		\$50,000	
	THRUST BLOCKS	40	EA	125.00	\$5,000	90%	\$500	
Sewer Subtotal:					\$448,747		\$89,875	
OTHER UTILITIES								
	JOINT TRENCH	4,021	LF	20.00	\$80,420	90%	\$8,042	
	GAS LINE	4,204	LF	16.00	\$67,264	90%	\$6,726	
	GAS LINE (REMOVE)	937	LF	8.00	\$7,496	90%	\$750	
	GAS METER (RELOCATE)	1	EA	180.00	\$180	90%	\$18	
	UTILITY POLE -REMOVE	6.00	EA	2500.00	\$15,000		\$15,000	
Other Utilities Subtotal:					\$170,360		\$30,536	
WALLS								
	RETAINING WALLS 1-3 FEET	18	LF	28.00	\$504	60%	\$202	
	RETAINING WALLS 4-6 FEET	42	LF	60.00	\$2,520	60%	\$1,008	
	RETAINING WALLS 7-9 FEET	1,318	LF	70.00	\$92,253	60%	\$36,901	
	RETAINING WALLS 8-10 FEET	240	LF	90.00	\$21,600	60%	\$8,640	
Walls Subtotal:					\$116,877		\$46,751	
MISCELLANEOUS								
	SPLIT RAIL FENCE	658	LF	3.00	\$1,974		\$1,974	
	TRAFFIC CONTROL	1	LS	30000.00	\$30,000		\$30,000	
	EROSION CONTROL	1	LS	25000.00	\$25,000		\$25,000	
	EROSION CONTROL MATTING	64,185	SF	0.50	\$32,092		\$32,092	
	HYDROSEED	1	AC	3050.00	\$3,050		\$3,050	2:1 SLOPES ONLY
	LANDSCAPING (SHT L2) Trees	30	EA	220.00	\$6,600		\$6,600	
Miscellaneous Subtotal:					\$98,716		\$98,716	

AC	ACRE					
CY	CUBIC YARD					
EA	EACH					
LF	LINEAR FOOT					
LS	LUMP SUM					
SF	SQUARE FOOT					
INVSF	INCHES/SQUARE FOOT					
HR	HOUR					
SUBTOTAL:				\$2,624,982	\$1,113,169	
CONTINGENCIES & INFLATION (20% of subtotal):				\$524,996	\$222,634	
ENGINEERING ADMINISTRATION (20% of subtotal):				\$524,996	\$222,634	
GRAND TOTAL:				\$3,674,975	\$1,558,436	
BOND AMOUNT:				\$3,674,975	\$1,558,436	



THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

DATE: Aug 02, 2004
 JOB No.: 2-2618-000
 JOB NM: Tract 1802
 CALC BY: KS
 CHK BY:

CallLand Engineering, Inc.
 1216 S. Garfield Avenue, Suite 200
 Alhambra, CA 91801
 phone: (626) 281-2288 fax: (626) 281-2088

TRACT 1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
PREPARATION								
	CLEARING & GRUBBING	7	AC	500.00	\$3,500	90%	\$350	
	TREE REMOVAL	7	EA	250.00	\$1,750	90%	\$175	
	GRIND AC	20,088	SF	1.35	\$27,092		\$27,092	
	A.C. REMOVAL	14,513	SF	1.35	\$19,593	30%	\$13,715	
	DEMO FENCE	1,017	LF	1.50	\$1,525	90%	\$153	
	DISPOSAL	540	CY	40.00	\$21,600	90%	\$2,180	
	Preparation Subtotal:				\$75,060		\$43,844	
EARTHWORK								
	CUT	182,184	CY	4.50	\$864,738	90%	\$88,474	BORROW SITE 1 (INCLUDED)
	FILL	132,710	CY	4.50	\$597,195	90%	\$89,720	
	EXPORT	59,454	CY	4.50	\$267,543	90%	\$26,784	
	BASIN GRADING	72,600	CY	4.50	\$326,700	90%	\$32,670	
	Earthwork Subtotal:				\$2,058,178		\$205,618	
ROAD								
	A.C. PAVEMENT - Hutton 5 7/8"	118,300	SF	1.80	\$209,340		\$209,340	
	A.C. PAVEMENT - Rio 3 7/8"	123,817	SF	1.08	\$133,507		\$133,507	
	A.C. PAVEMENT - Other 2.5 1/8"	22,422	SF	0.90	\$20,180		\$20,180	
	4.5" TYPE "B" A.C.	25,837	SF	1.62	\$41,858		\$41,858	
	6" TYPE "B" A.C.	4,263	SF	2.16	\$9,208		\$9,208	SIDEWALK
	CROSS GUTTER & SPANDREL	1,200	SF	7.50	\$9,000		\$9,000	
	CURB AND GUTTER - 6"	6,157	LF	14.00	\$86,204	90%	\$8,620	
	CONCRETE CURB	953	LF	10.00	\$9,531	90%	\$953	
	CONCRETE DRIVEWAY APPROACH	5,866	SF	5.50	\$32,815		\$32,815	
	HANDICAP RAMP	14	EA	650.00	\$9,100		\$9,100	
	SIDEWALK	29,521	SF	3.50	\$103,324		\$103,324	
	A.C. DRIVEWAY APPROACH	115	SF	2.50	\$288		\$288	
	A.C. BERM OR DIKE - 6"	3,911	LF	4.00	\$15,644		\$15,644	
	CLASS II AGG. BASE - 4"	30,540	SF	0.40	\$12,216	60%	\$4,888	EQUESTRIAN TRAIL
	CLASS II AGG. BASE - 4"	119,638	SF	0.40	\$47,855	60%	\$19,142	INCLUDES SIDEWALK
	CLASS II AGG. BASE - 6"	156,388	SF	0.60	\$93,833	60%	\$37,533	INCLUDES SHOULDER
	CHIP SEAL	86,128	SF	1.00	\$86,128		\$86,128	
	STOP AND STREET SIGN	6	EA	250.00	\$1,500		\$1,500	
	STOP AND STOP BAR	6	EA	150.00	\$900		\$900	
	STREET SIGN	32	EA	225.00	\$7,200		\$7,200	
	TRAFFIC MARKING	227	SF	1.00	\$227		\$227	
	TRAFFIC STRIPING (PAINT)	8,082	LF	0.40	\$3,225		\$3,225	

APPROVED
Alan Marshall 8/26/04
 DEPT. OF PUBLIC WORKS
 DATE

\$6980748 / \$1966738

1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
	CONSTRUCTION AREA SIGNS	6	EA	225.00	\$1,350		\$1,350	
	METAL BEAM GUARD RAIL	1,156	LF	30.00	\$34,667		\$34,667	
	BARRICADE, WOOD	64	LF	20.00	\$1,280		\$1,280	
	MONUMENT WELLS	45	EA	225.00	\$10,125		\$10,125	
	SAW CUT -A.C.	5,305	LF	1.25	\$6,631		\$6,631	
Road Subtotal:					\$967,134		\$788,630	
STORM DRAIN								
	BASIN DITCHES ALONG PL & SLY BASIN 1							
	INLET -MINOR (C-4)	19	EA	800.00	\$15,200	90%	\$1,520	
	INLET C-3	11	EA	2300.00	\$25,300	90%	\$2,530	
	STORM DRAIN - 12" OR LESS	69	LF	25.00	\$1,725	90%	\$173	SAND BACKFILL
	CULVERT PIPE - 18" RCP	2,410	LF	30.00	\$72,300	90%	\$7,230	SAND BACKFILL
	CULVERT PIPE -24" RCP	686	LF	35.00	\$24,010	90%	\$2,401	SAND BACKFILL
	CULVERT PIPE -30" RCP	10	LF	40.00	\$400	90%	\$40	SAND BACKFILL
	CULVERT PIPE -36" RCP	894	LF	45.00	\$40,230	90%	\$4,023	SAND BACKFILL
	CULVERT PIPE -48" RCP	541	LF	60.00	\$32,460	90%	\$3,246	SAND BACKFILL
	ROCK SLOPE PROTECTION	140	CY	100.00	\$14,042	90%	\$1,404	
	CONC. V DITCH 4" THICK 2.5' WIDE	1,185	LF	15.00	\$17,780	90%	\$1,778	
	ASPHALT DRAINAGE SWALE	97	LF	25.00	\$2,425		\$2,425	
	CONCRETE DITCH 3'	317	LF	16.00	\$5,072		\$5,072	
	CONC. V DITCH 6" THICK 6' WIDE	1,672	LF	25.00	\$41,800	90%	\$4,180	
	SIDEWALK UNDERDRAIN	3	EA	1200.00	\$3,600		\$3,600	
	HEADWALL	358	SF	60.00	\$21,480	80%	\$4,296	
	MANHOLE	4	EA	2300.00	\$9,200	90%	\$920	
	14' GATE	3	EA	200.00	\$600		\$600	
	6' CHAIN LINK FENCE	3,381	EA	12.00	\$40,572		\$40,572	
	HANSON OUTLETS	17	EA	500.00	\$8,500		\$8,500	
Storm Drain Subtotal:					\$376,696		\$94,510	
WATER								
	WATER METER, LATERAL, BOX	52	EA	750.00	\$39,000	90%	\$3,900	
	WATER MAIN -8"	3,666	LF	26.00	\$95,324	90%	\$9,532	
	12-INCH W/L C900 CL150	1,335	LF	33.00	\$44,055	90%	\$4,406	
	12" DIP W/L CL350	159	LF	41.75	\$6,638	90%	\$664	
	GATE VALVE 8"	18	EA	1200.00	\$21,000	90%	\$2,100	
	GATE VALVE 12"	8	EA	1550.00	\$12,400	90%	\$1,240	
	FIRE HYDRANT	12	EA	2700.00	\$32,400	90%	\$3,240	
	AIR RELIEF VALVE	5	EA	1200.00	\$6,000	90%	\$600	
	BLOW OFF	3	EA	1700.00	\$5,100	90%	\$510	
Water Subtotal:					\$261,917		\$26,192	
SEWER								
	SEWER LATERAL TIE IN	52	EA	750.00	\$39,000	90%	\$3,900	

1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE							
CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST
	SEWER MAIN (sdr 35 pvc, 6' deep in pvm)					90%	
	4" NATIVE BACKFILL	13,567	LF	15.00	\$203,505	90%	\$20,351
	8" NATIVE BACKFILL	4,099	LF	17.00	\$69,678	90%	\$6,968
	MANHOLE, TYPICAL	15	EA	2300.00	\$34,500	90%	\$3,450
	TIE INTO EX. MANHOLE	1	EA	1800.00	\$1,800	90%	\$180
	LIFT STATION	1	LS	50000.00	\$50,000		\$50,000
	THRUST BLOCKS	45	EA	125.00	\$5,625	90%	\$563
	Sewer Subtotal:				\$457,508		\$80,751
OTHER UTILITIES							
	JOINT TRENCH	5,357	LF	20.00	\$107,135	90%	\$10,713
	GAS LINE	6,068	LF	16.00	\$97,088	90%	\$9,709
	GAS LINE (REMOVE)	937	LF	8.00	\$7,496	90%	\$750
	GAS METER (RELOCATE)	1	EA	180.00	\$180	90%	\$18
	UTILITY POLE - REMOVE	6.00	EA	2500.00	\$15,000		\$15,000
	Other Utilities Subtotal:				\$226,899		\$36,190
WALLS							
	RETAINING WALLS 1-3 FEET	18	LF	28.00	\$504	60%	\$202
	RETAINING WALLS 4-6 FEET	42	LF	60.00	\$2,520	60%	\$1,008
	RETAINING WALLS 8-10 FEET	288	LF	90.00	\$25,920	60%	\$10,368
	DECORATIVE WOOD	56	LF	13.00	\$728		\$728
	Walls Subtotal:				\$28,672		\$12,306
MISCELLANEOUS							
	SPLIT RAIL FENCE	658	LF	3.00	\$1,974		\$1,974
	TRAFFIC CONTROL	1	LS	30000.00	\$30,000		\$30,000
	EROSION CONTROL	1	LS	25000.00	\$25,000		\$25,000
	EROSION CONTROL MATTING	66,834	SF	0.50	\$33,467		\$33,467
	HYDROSEED	1	AC	3050.00	\$3,650		\$3,650
	LANDSCAPING (SHT L1) Trees	14	EA	220.00	\$3,080		\$3,080
	SHRUBS	73	EA	115.00	\$8,395		\$8,395
	GROUND COVER	16	EA	65.00	\$1,040		\$1,040
	Miscellaneous Subtotal:				\$106,616		\$106,616
	AC						
	CY						
	EA						
	LF						
	LS						
	SF						
	IN/SF						
	HR						
					SUBTOTAL:		\$4,557,677
					CONTINGENCIES & INFLATION (20% of subtotal):		\$911,535
					ENGINEERING ADMINISTRATION (20% of subtotal):		\$911,535
					GRAND TOTAL:		\$6,380,748
					BOND AMOUNT:		\$6,380,748
							\$1,404,456
							\$280,891
							\$280,891
							\$1,966,238
							\$1,966,238



1802 MARIA VISTA ESTATES PUBLIC IMPROVEMENT BOND ESTIMATE

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	% COMPLETED	ACTUAL COST	DESCRIPTION
HR	HOUR							

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

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Civil Engineering
Surveying
Project Development

RECEIVED
JAN 10 2005

FAX COVER SHEET

App'd By: _____
Date: _____

NAME/
COMPANY: Michael Hodge

FAX #: 549-8704

FROM: Jim Garing

MESSAGE: Per our conversation

today; the offsite water
main bond should be:

\$441,045 x 10% = \$44,105

plus \$66,38 x 10% = 664

plus 60,450 x 10% = 6,045

plus 8,506 x 10% = 850

\$51,664

Plus 20% Contingency 10,333

\$61,997

JOB #: NOB8067 DATE: 10 Jan 05 TIME: 1303

NUMBER OF PAGES INCLUDING THIS PAGE: 01

If you fail to receive any of these pages, please call us at (805) 489-1321
Our fax number is (805) 489-6723

RECEIVED
 RECEIVED
 JAN 10 2005

DATE: 12/30/2004 rev 1/10/2005
 JOB No.: 1802 / 1858 NWE
 JOB NM: DANA WELL PROJECT
 CALC BY: RWC rev JS
 CHK BY: MKH

App'd By: _____
 Date: _____
 App'd By: _____
 Date: _____

DANA WELLS: ESTIMATE OF PROBABLE CONSTRUCTION COST

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
TOTAL PROJECT COSTS:						
	PUMP AND COLUMN	2	EA	40000.00	\$80,000	INCL: DOWNHOLE CHECK VALVE
	4-INCH FLOW METER	2	EA	2500.00	\$5,000	
	3-INCH PUMP CONTROL VALVE	2	EA	4000.00	\$8,000	
	3-INCH PRESSURE RELIEF VALVES	2	EA	2800.00	\$5,600	
	WELL SITE PIPING	2	EA	9500.00	\$19,000	INCL: CONTROL VALVES, CHECK VALVES, SUPPORTS, ETC.
	CHLORINATION EQUIPMENT / CABINET	2	EA	6000.00	\$12,000	INCL: PIPING
	ELECTRICAL PANELS AND CABINET	2	EA	33000.00	\$66,000	
	PAINTING WELL PIPING AND APP.	2	EA	1600.00	\$3,200	
	WELL SITE FENCING	280	LF	36.00	\$10,150	INCL: 12' GATES
	STRUCTURE EXCAVATION AND BACKFILL	1	LS	5000.00	\$5,000	INCL: RIP RAP SLOPE PROTECTION
	REINFORCED CONC. PUMP SLAB	50	SF	20.00	\$1,000	
	REINFORCED CONC. EQUIPMENT SLAB	80	SF	20.00	\$1,600	
	10-INCH PVC CL 200 (DR 14)		LF	31.00		
	10-INCH GATE VALVE		EA	1500.00		
	8-INCH PVC CL 200 (DR 14)		LF	28.00		
	8-INCH GATE VALVE		EA	1200.00		
	6-INCH PVC CL 200 (DR 14)	1,840	LF	23.00	\$23,920	
	6-INCH GATE VALVE	8	EA	650.00	\$5,100	
	AIR VAC RELIEF VALVES	3	EA	2200.00	\$6,600	INCL: ABOVE GROUND COVER
	BLOW OFF		EA	1800.00		
	UNDERGROUND UTILITIES	826	LF	14.00	\$12,550	INCL: 4-INCH AND 2 INCH CONDUITS
	FINISH ROADWAY	380	SF	2.04	\$775	INCL: SAWCUT, BASE AND AC
	START-UP	1	LS	2000.00	\$2,000	
	CLEARING AND GRUBBING	1	LS	1500.00	\$1,500	INCL: CONC. REMOVAL AND TIE-INS
	FIRE HYDRANT		EA	2750.00		
	THRUST BLOCKS	2	EA	125.00	\$250	

Demo & Earthwork Subtotal: \$269,645

AC ACRE
 CY CUBIC YARD
 EA EACH

SUBTOTAL: \$269,645
 CONTINGENCIES & INFLATION (20% of subtotal): \$53,929

PRINT: 1/10/2005 AT 9:59 AM

DANAWELLS-COSTESTIMATE.xls

01/10/2005 13:22 FAX
 JHN-18-2005 11:45
 4896723 P.02/03
 GARING TAYLOR ASSOC

DANA WELLS: ESTIMATE OF PROBABLE CONSTRUCTION COST

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
LF	LINEAR FOOT					
LS	LUMP SUM					
SF	SQUARE FOOT					
IN/SF	INCHES/SQUARE FOOT					
HR	HOUR					
						ENGINEERING (soils, staking, inspection)(20% of subtotal):
					\$53,929	
						GRAND TOTAL:
					\$377,503	

BASIS OF ESTIMATE: PLANS AND COST ESTIMATE PREPARED BY GTA ENGINEERING DATED AUGUST OF 1998.

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

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RECEIVED
JAN 13 2005

App'd By: _____
Date:

OK. Jim Garing

10 January 05

JON S. SEITZ
MICHAEL W. SEITZ

SHIPSEY & SEITZ, INC.
A LAW CORPORATION
1066 PALM STREET
POST OFFICE BOX 953
SAN LUIS OBISPO, CALIFORNIA 93406
(805) 543-7272 FAX (805) 543-7281
JON S. SEITZ
District Legal Counsel
Nipomo Community Services District

JOHN L. SEITZ
(1924-1986)
GERALD W. SHIPSEY
(RETIRED)

June 28, 2007

FACSIMILE COVER SHEET

RE: MARIA VISTA ESTATES/TRACTS 1802 AND 1856

TO: JOHN W. FRICKS, ESQ.
OGDEN & FRICKS, LLP

FAX NO: 544-7700

FROM: JON S. SEITZ, DISTRICT LEGAL COUNSEL 

TOTAL NUMBER PAGES TRANSMITTED: 6 (Including cover sheet)
(If all pages of transmittal are not received, please call Joanna at (805) 543-7272.)

Dear Mr. Fricks:

Pursuant to our telephone conversation of June 27, 2007, please find appended the following documents:

1. A letter in response to your letter of June 26, 2007; and
2. A copy of an 11-2-06 email from Ed Jones.

The original of these documents is being mailed this date.

Jon S. Seitz, District Legal Counsel
Nipomo Community Services District

The information contained in this facsimile message is intended only for the personal and confidential use of the designated recipient. This message may be an attorney-client communication and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail.

JON S. SEITZ
MICHAEL W. SEITZ

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JON S. SEITZ
District Legal Counsel
Nipomo Community Services District

JOHN L. SEITZ
(1924-1986)
GERALD W. SHIPSEY
(RETIRED)

June 28, 2007

Via Facsimile & 1st Class Mail
(805) 544-7700

John W. Fricks
Ogden & Fricks LLP
656 Santa Rosa Street, 2nd Floor
San Luis Obispo, CA 93401

Re: Maria Vista Estates/NCSD
Acceptance of Improvements
Letter of June 26, 2007

Dear Mr. Fricks:

I have consulted with the District Staff regarding the above referenced letter and the following is the District's response:

The District takes exception to many of the statements and interpretations of contract commitments contained in your letter. However, I do not believe it would be helpful to detail them here.

1. Maintenance Security

The District has previously advised MVE that it will not accept the informal cost summaries as complying with Section 7 (f) of the PCI Agreements (I believe MVE has recognized the lack of compliance) and as referenced in Section 5 (A) of Mr. Buel's Bankruptcy Declaration, the District has accommodated MVE by delaying the accounting as required by Section 7 (f) to the setting of the 28th water meter.

Section 12 (b) of the PCI Agreements requires MVE to provide District with a letter of credit or other financial security satisfactory to the District in a sum equal to ten percent (10%) of the cost of the project.

As you are aware, MVE engineer's calculations for setting performance bonds for the "onsite improvements" under the County's bond (that includes NCSD's onsite water and sewer improvements) were set on the basis of ninety percent (90%) completion. Therefore, the actual performance bonds were established at ten percent (10%) of the engineer's estimated costs. If you have a different interpretation, please advise.

Mr. Fricks
June 28, 2007
Page 2 of 4

Assuming MVE will maintain the existing performance bonds with the County (or other security in the principal sum to cover the maintenance guarantee, such as letters of credit) the District will accept the existing performance bonds as providing the Maintenance Guarantee for those portions of the MVE Improvements that are subject to acceptance on July 2, 2007 and as the continuing guarantee for the bifurcated sewer line.

Thank you for clarifying that the four inch force main is included in the County/District subdivision improvement bond.

2. Reimbursement Calculations

If it is later determined, pursuant to District Reimbursement Ordinances, that MVE is entitled to reimbursement, the District will not accept the informal accountings as establishing reimbursement amounts. A more formal and detailed accounting will be required.

3. Easements

There seems to be three (3) remaining issues related to the easements. Apparently, the as-built plans for the lift station area (that will be relied on for operation and maintenance of the improvements to be dedicated) do not accurately reflect the easements described in the various legal descriptions and exhibits attached to the Easement Grant Deed. As an accommodation, the District proposes that MVE revise the as-built plans to reflect the actual easement descriptions prior to setting the first water meter and not as a condition to the District accepting improvements.

As to the bifurcated sewer system, MVE has previously agreed to withdraw Exhibits "B-7 and C-7" and replace them with a new legal description and depiction eliminating the bifurcated part of the sewer line at the "plugged manhole". I am attaching an email from Ed Jones dated November 2, 2006, confirming MVE's agreement to replace these exhibits. New exhibits B-7 and C-7 are required as a condition of District's acceptance of improvements.

The easements must be revised to include the following or similar language prior to acceptance of improvements:

"The District, its agents, employees and contractors are granted the right of ingress and egress over adjoining property for maintenance and operation."

Please provide a new revised original easement for the purposes of recording prior to the District's acceptance of improvements. The revised easements should be forwarded to Jim Garing, Bruce Buel and me as soon as possible.

Mr. Fricks
June 28, 2007
Page 3 of 4

4. Remaining Fees

The District's records reflect that the District is owed three thousand five hundred twenty three dollars and forty four cents (\$3,523.44) for construction water. Your letter reflects payment of two thousand seventy two dollars and eighty eight cents (\$2,072.88) leaving a current balance owing of one thousand four hundred fifty dollars and fifty six cents (\$1,450.56). As an accommodation, the District proposes that MVE bring this account current prior to the District setting the first water meter and not as a condition to the District accepting improvements.

The District is also currently accumulating District Staff time and engineering fees for plan checking which will be ongoing until the bifurcated sewer line is offered and accepted by the District. Further, the District will incur additional costs for the special meeting (see below). Pursuant to the PCI Agreements, MVE is required to maintain a deposit with the District in the amount of ten thousand dollars (\$10,000) for the payment of such costs. The District's records currently reflect that MVE has an existing Plan Check balance of five thousand and sixty eight dollars (\$5,068) for the improvements installed in Orchard. Therefore, the District proposes that the five thousand sixty eight dollars (\$5,068) be transferred to the Onsite PCIA account and MVE provide the District with payment in the amount of four thousand nine hundred thirty two dollars (\$4,932) to bring the deposit current prior to the District's acceptance of improvements. Please note, that District costs in excess of the deposit must be paid as a condition of acceptance of the bifurcated sewer line, on the other hand, the unused deposit will be refunded at the time of acceptance.

Lastly, Bruce Buel's Bankruptcy Declaration (paragraph 5) summarizes the prior accommodations offered to MVE to expedite processing subdivision improvements which provides in relevant part:

- "5. - - -the NCSD has accommodated many of MVE's requests for delays in compliance with certain NCSD requirements, for example:
- A. The NCSD has agreed to delay the accounting as required by Section 7(f) of the PCI to the setting of the 28th water meter;
 - B. Agreed to delay acceptance of the Dana Well improvements as a condition to immediately setting water meters to setting the 26th meter (- - -);

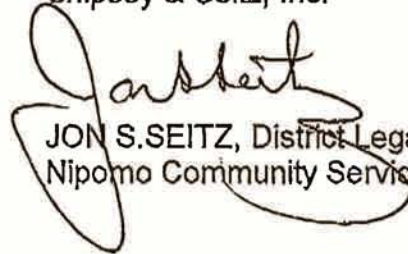
Mr. Fricks
June 28, 2007
Page 4 of 4

- C. Agreed to allow MVE to bifurcate a part of its sewer improvements that will not provide sewer service to the subdivision until the setting of the 26th meter provided that the caps isolating the sewer system be clearly designated on the final plans and that the issue of future connections be appropriately addressed;
- D. ---

As an accommodation, the District has set a special meeting for Monday, July 2, 2007, at 2 p.m. to consider acceptance of MVE improvements. The Agenda will be forwarded to you as soon as it is available for publication. It would expedite processing if all documents, information and payments requested herein were provided to the District no later than 12 noon, Friday, June 29, 2007.

Please email or otherwise respond in writing at your earliest convenience. If you should have questions, please do not hesitate to call.

Very truly yours,
Shipsey & Seitz, Inc.



JON S. SEITZ, District Legal Counsel
Nipomo Community Services District

JSS:jb

cc: Via Facsimile

Bruce Buel, General Manager
Jim Garing, District Consulting Engineer
Rusty Garing, District Inspector

Joanna Brooks

From: Ed Jones [ejones@trinconconstruction.com]
Sent: Thursday, November 02, 2006 5:05 PM
To: 'Jon'
Cc: jfricks@ogdenfricks.com
Subject: Easements

Mr. Seitz:

I received a copy of your correspondence to Mr. John Fricks dated November 1, 2006, and would like to respond to it.

Item #1 - In accordance with your request Maria Vista Estates withdraws Exhibits B3 and C3 for this easement.

Item #2 - Your reference to Exhibit C-5 is incorrect in regards to the subject of this item, which is the bifurcation of the gravity sewer system into two (2) sections one being the current or active section and the other being the future or inactive section as shown on Exhibit C7. This exhibit along with Exhibits C4 and C8 cover this entire future section, which is incorrectly referenced as Exhibit C6 in the second page of your letter under Item B, the area of easement in Exhibit C4, which includes the future sewer section is from the east side of Tract 1856 to the east end of Vista Del Rio at Hutton Road. You will find upon closer examination of Exhibits C4, C7 and C8 there are no services from the sanitary sewer line in these easements as it is for future expansion, once the neighboring properties apply for and receive annexation into the NCSD it would then become active. In response to your question about any water improvements having been constructed within the sewer easement, the answer is no to the easement as shown on Exhibit C7 and yes to the easements shown on Exhibits C4 and C8. The water improvements within the easements shown on Exhibits C4 and C8 are the 12-inch water main along with the 8-inch sanitary sewer line both are in the roadway, no water or sewer services.

Pursuant to your statement in Item A where you wrote....."Exhibit C5 (*this should be C7*) will require deletion from the Grant of Easement and will not be considered for acceptance until such time as the affected portion of the sewer line is re-offered...." At this time we withdraw Exhibits B7 and C7 for the easements in question.

I have spoken with EDA our engineer for this project concerning how to best separate the two sections and their recommendation, which we agree with, is to permanently seal the northern pipe invert with brick and mortar in the manhole located at station #15+50. At the time when the future section is to be activated this "plug" can be removed to allow that system to flow in to the current or active system. Please advise.

One last item, I am somewhat confused by your statement in the last paragraph of your letter that Mr. Jim Garing of Garing Taylor Associates will be on vacation during this week and unable to provide a response to our engineer's proposal because I wrote Mr. Jim Garing an email yesterday to which he responded the same day, see below.

Should you have any additional comments or questions please do not hesitate to call or email me.

Regards,

Ed Jones,
Project Manager,
MVE

Ed Jones	Building Our Clients Future Today
	TCG, INC 124 West Main Street Suite "D" Santa Maria, CA 93458
	tel: 805-925-0253 Ext 102

Bruce Buel

From: John W Fricks [jfricks@ogdenfricks.com]
Sent: Thursday, June 28, 2007 12:52 PM
To: 'Jon'; Bruce Buel
Cc: 'Erik Benham'; 'roberta'; ejones@trinconconstruction.com
Subject: Follow-up to your letter

Jon,

We received your letter sent earlier this morning. A couple of things:

1. Ed Jones contacted Rusty Garing late this morning. Rusty told him that, as far as he was concerned, the easement descriptions were done as for the Exhibit B-7 and C-7, including the modifications requested concerning the bifurcated portion of the sewer, pursuant to MVE's November 30, 2006 submittal to the NCSD. Ed and Rusty are continuing to work through the changes to be made on the as-builts concerning the lift station (which is not being required by Monday). Can you or Bruce Buel contact Rusty? It appears that Rusty has reviewed the 11/30/06 submittal and, perhaps, you or Bruce have not. If you confirm that the changes have been made, MVE's intention is to submit an original, wet signature, of the document that it submitted on November 30, 2006.

2. Also, MVE ran the quoted language that you requested to be added to the easement grant deed by EDA and First American. Both state that they have never seen similar language in any subdivision before. First American has informed us that it will cause major disclosure issues (perhaps involving the DRE and MVE's white paper) to all home buyers (including those buyers that are currently in escrow) to grant ingress/egress on "all adjoining properties." As you know, there are easements granted for the open space, the easement that MVE is providing directly to the District, and the roads have been offered for dedication through recordation of the map. With all of this access, does the District need this additional language? If you would like, you or another NCSD staff person can contact Kevin Irot or Lisa Irot at First American to discuss (543-8900). Please advise whether this condition remains.

John W. Fricks
Ogden & Fricks LLP
656 Santa Rosa Street, 2nd Floor
San Luis Obispo, CA 93401
Tel: (805) 544-5600
Fax: (805) 544-7700

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: General Manager

APN #:090-303-001, 003, & 006
090-306-003, 027, & 028
090-307-002, 003, 004, 005, 006, & 007

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2007-_____**

**A RESOLUTION OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING EASEMENT GRANT DEED
FROM MARIA VISTA ESTATES GENERAL PARTNERSHIP
AND BENING CO., LLC A GENERAL PARTNER**

WHEREAS, pursuant to various Plan Check and Inspection Agreements, Maria Vista Estates, a General Partnership and BenIng Company, LLC General Partner has offered to the Nipomo Community Services District ("District") certain easements for water, sewer, sewer pump station and incidental purposes ("Easements"); and

WHEREAS, said Easements are more particularly described in Exhibits to the attached Easement Grant Deed.

NOW, THEREFORE, be it resolved, determined and ordered by the Nipomo Community Services District Board of Directors as follows:

1. The interest in real property conveyed by Easement Grant Deed dated October 10, 2006, from Maria Vista Estates, a General Partnership and BenIng Co., LLC General Partner to the Nipomo Community Services District ("Grantee") an independent Special District is hereby approved and accepted by the Nipomo Community Services District Board of Directors.
2. The General Manager is hereby authorized to cause a certified copy of this Resolution to be recorded in the Office of County Clerk/Recorder in the County of San Luis Obispo, State of California.

////

Upon motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2007-_____
A RESOLUTION OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING EASEMENT GRANT DEED
FROM MARIA VISTA ESTATES GENERAL PARTNERSHIP
AND BENING CO., LLC A GENERAL PARTNER

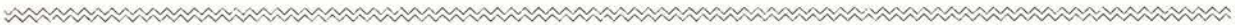
AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted this _____ day of _____, 2007.

Michael Winn, President
Nipomo Community Services District

ATTEST:

Donna K. Johnson,
Secretary to the Board



State of _____

County of _____

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

t:\board matters\resolutions\resolutions 2007\resolution offer to dedicate 06-25-07.doc

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: General Manager

APN #:090-029-041

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2007-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING AN IRREVOCABLE AND PERPETUAL OFFER AND DEDICATION OF SEWER
PIPELINE AND WATER PIPELINE EASEMENT**

WHEREAS, Linda Vista Farms Association, Inc. a California Corporation has offered to the Nipomo Community Services District ("District") a sewer pipeline and water pipeline easement ("Easement"); and

WHEREAS, the Easement area is described in a recorded Irrevocable and Perpetual Offer and Dedication of Sewer Pipeline and Water Pipeline Easement ("Offer and Dedication"), as described in Exhibit "A", attached hereto and made a part hereof, recorded March 20, 2007 as Document No. 2007018543.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The Offer and Dedication of sewer pipeline and water pipeline easement described in Exhibit "A", is hereby accepted by the Nipomo Community Services District.
2. The General Manager is hereby authorized and directed to record a copy of this Resolution in the Office of the San Luis Obispo County Clerk/Recorder.

////

Upon motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINING:

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2007-XXX

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING AN IRREVOCABLE AND PERPETUAL OFFER AND DEDICATION OF
SEWER PIPELINE AND WATER PIPELINE EASEMENT

the foregoing Resolution is hereby adopted this ____ day of _____, 2007.

Michael Winn, President
Nipomo Community Services District

ATTEST:

Donna K. Johnson,
Secretary to the Board

~~~~~  
State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

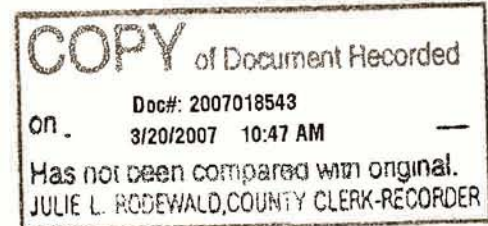
\_\_\_\_\_  
SIGNATURE OF NOTARY

t:\board matters\resolutions\resolutions 2007\resolution no 2 mve.doc



RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:  
NIPOMO COMMUNITY SERVICES District  
P.O. Box 326  
Nipomo, CA 93444



---

APN:090-029-041

**IRREVOCABLE & PERPETUAL OFFER AND DEDICATION OF  
SEWER PIPELINE AND WATER PIPELINE EASEMENT TO  
THE NIPOMO COMMUNITY SERVICES DISTRICT**

**THIS OFFER TO DEDICATE A SEWER PIPELINE AND WATER  
PIPELINE EASEMENT TO THE NIPOMO COMMUNITY SERVICES District**  
(herein "Offer of Dedication"), is made and offered by Linda Vista Farms  
Association, Inc., a California Corporation (herein "Grantor" or "Owner") with  
reference to the following Recitals:

**RECITALS**

A. The Nipomo Community Services District ("District") is an independent special district, formed and operating pursuant to §61000, et seq. of the Government Code.

B. Grantor is the owner of approximately 152 acres of land (herein "Real Property") located in Nipomo, California and more particularly described as follows:

*"Lots 1, 2, 3, 4, 5, 6, and 7 of Tract 2034 in the County of San Luis Obispo, State of California as per map thereof recorded on July 9, 1999 in Map Book 18 at Page 78, in the office of the Recorder of said County and State. Said land is a part of the subdivision of a portion of Lot 29 of Rancho Nipomo, as shown in Map Book "A" at Page 13, in the office of the Recorder of said County and State."*

C. The Owner's Statement for Tract 2034, as referenced in Recital B, above, includes the following:

*"We hereby dedicate to the public for public use a strip for roads, the Southerly boundary of said strip being 42 feet wide, more or less, delineated on this map as Santa Maria Vista; and we also dedicate to the public the easements for equestrian trails and drainage basin purposes so delineated on this map and all uses incidental thereto."*

Santa Maria Vista is further depicted on Exhibit "A", attached hereto and incorporated herein by this reference.

D. The property described in Recital C, is herein referred to as the "Easement".

E. The developers of the Maria Vista subdivision, Tracts 1802 and 1856, have constructed water and sewer pipelines within the Easement.

F. Grantor desires to make an offer and dedicate, irrevocably, to the District, an easement over part of the property described in Recital B, above, for the present and future reconstruction, operation, repair and maintenance of an existing sewer pipeline and water pipeline system installed by the developer of the Maria Vista subdivision.

#### **OFFER AND DEDICATION OF EASEMENT**

1. Consistent with Owner's Statement referenced in Recital C, above, Grantor does hereby irrevocably and in perpetuity offer and dedicate to District an easement, more particularly described in Recital C, above, over, under, and above, the real property herein more particularly described in Recital B, above, for the present and future reconstruction, operation, repair and maintenance (collectively "Maintenance") of the sewer pipeline and water pipeline system including appurtenant facilities, in such manner and size and with such accessory parts and structures, as District or its successors in interest, from time to time, deem necessary to install over, upon and under the Easement.

2. Grantor agrees that said offer of dedication shall be irrevocable and that the District may, at any time in the future, accept said Offer of Dedication of the Easement described in paragraph 1, above.

3. Grantor does hereby further grant to District, its successors and assigns, the necessary rights of entry to and from the hereinabove described Easement for future reconstruction, operation, repair, or maintenance of District facilities described in paragraph 1, above.



4. Upon completion of District Maintenance, the District shall restore the Easement to a condition that existed prior to such Maintenance, to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

5. This Dedication and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the District, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the Grantor.

6. Grantor shall not construct or allow others to construct, improvements on, under or over the Easement, such as retaining walls, fences, trees and/or shrubs which could obstruct District access to the Easement or cause damage to the sewer pipeline or water pipeline described in Recital E, above, without first obtaining written approval of the District.

7. Subject to prior written consent of District, which shall not be unreasonably withheld or delayed, Grantor may grant easements within the Easement to third parties.

8. Grantor authorizes District to record this document in the Official Records in the County Recorder's Office, San Luis Obispo County.

9. Nothing in this Offer of Dedication shall limit or preclude access of the contractors and employees of Maria Vista to enter the Easement for the purposes of constructing and maintaining the sewer pipeline and water pipeline easement until such time as said water and sewer pipelines are accepted by the District for ownership and long term operation and maintenance.

10. Recitals A through F, above, are true and correct and are incorporated herein by reference.

11. The undersigned warrants and represents that he/she has/have the power and authority to make this Offer of Dedication as herein described in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to make this Offer of Dedication have been fully complied with. Further, in making this Offer of Dedication, the undersigned hereby represent that Linda Vista Farms Association, Inc. shall not have breached the terms or conditions of any other contract or agreement to which Linda Vista Farms Association, Inc., is obligated, which breach would have a material effect hereon.

////

**IN WITNESS WHEREOF**, Linda Vista Farms Association, Inc., executes this Offer of Dedication as of the date of Grantor's signature below.

**Grantor:**  
**LINDA VISTA FARMS ASSOCIATION, INC.**

Date: September 15, 2006

A handwritten signature in black ink, appearing to read 'Angel Ibarra', is written over a horizontal line.

**ANGEL IBARRA, PRESIDENT**  
**LINDA VISTA FARMS ASSOCIATION, INC.**

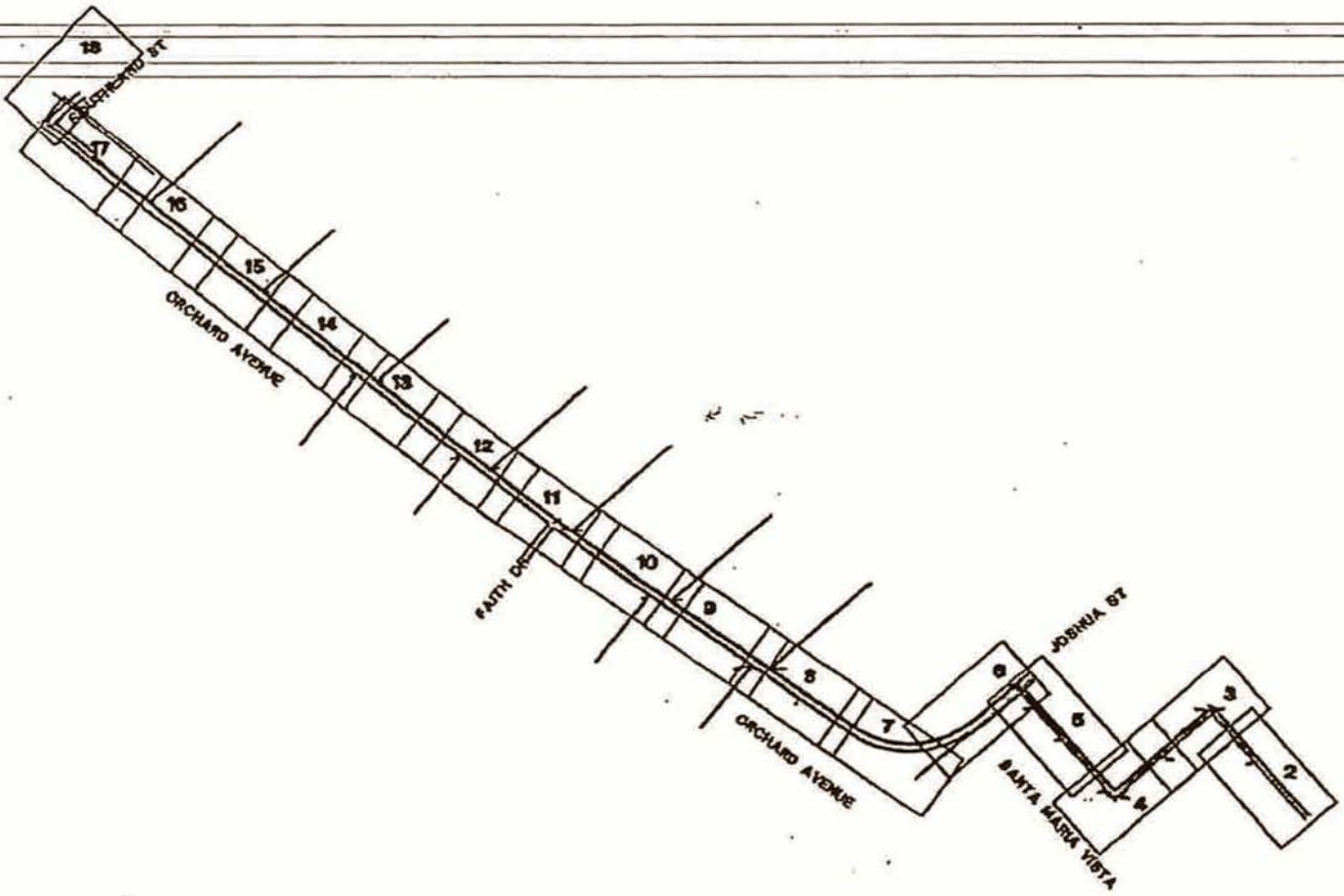


NOV-15-2004 13:17

GARING TAYLOR ASSOC

4896723

P. 03/13



- \_\_\_\_ DATE
- \_\_\_\_ DATE
- \_\_\_\_ DATE
- \_\_\_\_ DATE
- \_\_\_\_ DATE
- \_\_\_\_ DATE

| REVISIONS |             |        |
|-----------|-------------|--------|
| DATE      | DESCRIPTION | APPRVD |
|           |             |        |
|           |             |        |

**EDA** ENGINEERING DEVELOPMENT  
 1320 NIPOMO STREET, SAN LUIS  
 PHONE: (805) 849-8858

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**ORCHARD AVE & SANTA MARIA VISTA**

**TITLE SHEET**

Copy of document found at www.NoNewWipTax.com

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Luis Obispo } ss.

On 9.15.06 before me, Shannon Marie Bio  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Angel Ibarra  
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in his ~~her~~ ~~their~~ authorized capacity ~~(ies)~~, and that by his ~~her~~ ~~their~~ signature ~~(s)~~ on the instrument the person ~~is~~, or the entity upon behalf of which the person ~~is~~ acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Shannon Marie Bio  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Irrevocable & Perpetual offer & dedication of sewer  
dedication of sewer pipeline & water pipeline easement to the MSD  
 Document Date: Sept. 15, 2006 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Angel Ibarra  
 Individual  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing:  
Linda Vista Farms  
Association, Inc.

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2007-MVE**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 1802 & 1856 (MVE)**

**WHEREAS**, the District and Maria Vista Estates (applicant) have jointly executed Plan Check and Inspection Agreements for the on site and off site water and sewer improvements to be constructed by the applicant; and

**WHEREAS**, the water and sewer improvements (except for bifurcated gravity sewer line and Dana Wells Improvements) have been constructed and said improvements are complete and have been certified by the applicant's engineer; and

**WHEREAS**, the applicant has offered the water and sewer improvements to the Nipomo Community Services District; and

**WHEREAS**, this District has accepted such offer without obligation except as required by law, and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

That, except for the bifurcated gravity sewer line and Dana Wells Improvements, the water and sewer improvements to serve Tract 1802 & 1856 in Nipomo are accepted by this District.

On the motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Michael Winn, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel