

PART C – EVIDENCE TO SUPPORT VARIANCE

Provide documentation to support you request. Documentation should concisely prove the need for a variance. Please list documents below and attach copies with your application. Original records will not be returned.

See attached.

PART D – REQUESTED ACTION

What specific action are you requesting that the Board take?

See attached.

I understand that the application for a variance does not guarantee a variance will be granted.

I have contacted the owner and he has given his permission to process this application, or I am the property owner.

Applicant:

Applicant's Name: Paul Tran, for CHISPA, Inc.

Applicant's Signature: *Paul Tran for CHISPA Inc.* Date: 3/7/2018

PART D – GENERAL MANAGER’S RECOMMENDATION (for internal use by Marina Coast Water District)

- F Having fully considered the above application for variance, I find that the Application has NOT proven by clear and convincing evidence that the requirements of Section 2.08 Variances have been met. Based on the foregoing, a VARIANCE IS NOT RECOMMENDED.

- F Having fully considered the above application for variance, I find that the Applicant has proven by clear and convincing evidence that the requirements of Section 2.08 Variances have been met. Based on the foregoing, a VARIANCE IS RECOMMENDED.

This request will be on the Marina Coast Water District Board agenda currently scheduled for _____. Please call the District to confirm this date.

Explanation _____

Signature of District General Manager

Date

**Variance Request
Junsay Oaks
CHISPA, Inc.**

PART B – BASIS OF VARIANCE REQUEST

CHISPA is requesting a variance to MCWD Water Code section 3.36.030. *W. Metering. 2. New Construction. a.* that states “Newly constructed multi-family dwelling units, including condominiums, and detached dwelling units will be metered individually ”

Finding 1. The strict application of the code would result in undue hardship for low income housing.

Finding 1 may be made because the strict application of the MCWD Water Code in this case creates an undue hardship for CHISPA who would face higher than needed costs and utility bills. As shown below, the substantial one-time and on-going cost savings from a single MCWD meter and private sub-meter configuration would benefit CHISPA, who in turn would be able to better serve its Junsay Oaks residents.

Meet our Residents:

The Junsay Oaks Senior Apartment project consists of 47 one-bedroom one-bath apartments leased to low income seniors. The project also includes a community room and tenant laundry room. Out of the 47 proposed units, 26 will house people much like those living in our Marina Manor property. (See short bios attached as Exhibit C). Most of these people worked for years at low pay. They frequently have no 401-K, no PERS, and no pension. Many live on only Social Security or SSI. They were or still are the home health aides who make independent living possible for many Peninsula residents. Restaurant owners relied upon their waitressing, cooking, and dishwashing skills. These hourly workers comprise the backbone of the Peninsula’s service economy.

Some Marina Manor residents were full-time mothers or foster parents- a job that comes with no retirement benefits.

Some are disabled and live on disability benefits. Some continue to work right through their senior years, because they have to.

We all want waitresses, dishwashers and home health aides to have a safe place to live when they become too old to work these hard jobs.

Like Marina Manor, Junsay Oaks Senior Apartments will provide that stable, affordable senior housing.

An additional 20 apartments in Junsay Oaks will be dedicated to seniors who are more fragile and needy than the typical senior tenants described above.

These 20 residents will be referred to CHISPA by the County Health Department and by the Central California Alliance for Health (CCAH). CCAH manages Medi-Cal for Monterey County.

They suffer from chronic illnesses, and they will have experienced multiple hospitalizations or emergency room visits in the past year.

Below is a description of these individuals, who account for significant cost to local hospitals and County health clinics because of poor health, unstable housing, and lack of medical supervision (assistance with appointments, medication management).

(Definition of the 20 tenants provided by CCAH)

- Will have had four Emergency Room visits or three inpatient hospital stays in the last twelve months
- Will be living with two or more of the following chronic conditions: asthma, chronic obstructive pulmonary disease, diabetes, traumatic brain injury, chronic or congestive heart failure, coronary artery disease, chronic liver disease, dementia, substance use disorder, mental illness or hypertension
- Will have been homeless before moving into Junsay Oaks. Those not surviving in cars or in shelters will be living in some precarious situation where they could become homeless at any time (unaffordable rent, couch surfing, etc.)
- Will be age 62 or older

Our management staff assists our senior residents with the complexities of their lives. However, these twenty people clearly will be more challenging than our typical tenants.

Many have no family to monitor medical appointments and medication, which results in hospitalizations and premature moves to nursing homes.

In the case of low-income people, nursing home care is funded by Medi-Cal (taxpayers). The individual and society both benefit if we delay as long as possible the transition from independent living to nursing home care.

Typical landlords cannot house these vulnerable people. They require too much supervision. We will be the first landlord in the County to provide this service in the formal way we describe here.

CHISPA is responsible to provide case management to each of these twenty residents to ensure that they make it to medical appointments, fill prescriptions, and take medications consistently.

The County Health Department will provide part-time case managers for the next several years, assuming it has adequate funding. If the County can't fund case managers, CHISPA will pay for all case management staff from the Junsay Oaks budget, or we will seek grants to pay for that care.

It will take a year or so to determine how much staff effort is required to be effective. But, we know that these 20 medically-fragile residents will be needy, expensive, and time-consuming.

The intent of the MCWD Water Code can be met by a reasonable alternative to strict application of the Code.

Undue Hardship:

CHISPA asks the Marina Coast Water District (MCWD) determine that the strict application of MCWD Water Code Chapter 3.36.030.W. Metering to CHISPA's Junsay Oaks Project would result in an undue cost hardship for CHISPA and ultimately to the families who need low-income housing and support services.

A strict interpretation of the MCWD code would require 48 individual MCWD meters with backflow prevention devices for each individual apartment (as well as the community and laundry room) positioned at De Forest Road. This would add substantial, construction, maintenance, and administrative costs. The 48 individual MCWD meters and backflow prevention devices (including excavation, saddle installation, tubing, meter setters, pipe, fittings, appurtenances, and trench backfill) would cost approximately \$351,572 to construct. (see Option 2 in Exhibit D for a cost breakdown). Compared to a system with 1 MCWD meter, 1 backflow prevention device, and 48 private sub-meters the cost to construct a water system would be \$134,530. This would result in a cost savings of \$217,042 (see Option 1 in Exhibit D for a cost breakdown).

Additionally, to strictly follow the MCWD code for 48 backflow prevention devices, the annual cost for maintenance and testing would be approximately \$4,080. Also, the monthly MCWD water charge for 48 MCWD meters, using the district proposed 2019 rates, is anticipated to be \$1,448.64. Compared to a system with 1 MCWD meter and 1 backflow prevention device there is anticipated to be a total savings of \$1,187.74 per month (\$340.00+\$847.74), or an annual savings of \$14,252.88 (see Exhibit D and E for a cost breakdown).

CHISPA will allocate the meter-related savings to serve its deserving Junsay Oaks residents, such as funding on-site case management or community services (see

Exhibit F) for and/or purchasing mattresses and home furnishings for our medically-fragile residents (see above). If an equal service can be provided at a lower cost, it is a burden to consider any other condition that would require CHISPA to pay more and serve its residents less.

Meeting the Intent of the MCWD Water Code:

MCWD’s determination should be informed by **new State law** that took effect January 1, 2018. California Water Code sections 537-537.5 were adopted in 2016, to take effect January 1, 2018. These sections generally adopt statewide the metering policy for water conservation that MCWD adopted some years ago, with some significant differences. Section 537.1 provides that,

“(a) Each water purveyor that sells, leases, rents, furnishes, or delivers water service to a newly constructed multiunit residential structure or newly constructed mixed-use residential and commercial structure for which an application for a water connection, or more than one connection, is submitted after January 1, 2018, shall require a measurement of the quantity of water supplied to each individual residential dwelling unit as a condition of new water service. The **measurement may be by individual water meters or submeters.** (Emphasis added)

(b) Unless the water purveyor or local government is operating under an ordinance or regulation requiring individual metering, the owner shall be required to install and read submeters, unless the water purveyor agrees to install and read individual meters.”

Thus, state law recognizes submeters as a valid means of measuring water use to multiunit residential structures

More significantly, the new law provides in section 537 that, “(a) **The structures in all of the following categories shall be exempt from this article:**

(1) Low-income housing. (Emphasis added).

The State of California has recognized that metering costs place an undue burden on low-income housing. The new law completely exempts low-income housing from the state law, leaving to local jurisdictions the option to continue enforcing pre-existing ordinances adopted prior to January 1, 2013.

Consistent with the new state law, the intent of MCWD’s Water Code can be met in a way that relieves the undue burden on low-income housing residents.

The Junsay Oaks development can be serviced by one master MCWD meter and one backflow prevention device at De Forest Rd. along with 48 private sub-meters on the

exterior of the building to allocate and track the actual water use and cost to individual apartments, and thereby meet the intent of the MCWD Code of 1 meter for each dwelling unit. Sub-meters will be located in exterior cabinets for ease of access to CHISPA and district staff. Unfettered access will be provided to MCWD staff by virtue of a license. Sub-meters will be maintained by CHISPA. A recorded agreement between MCWD and CHISPA will provide terms and conditions to enforce the intent of MCWD's water conservation and operational objectives. An infrastructure agreement, of which a memorandum will be recorded, and a recorded easement and license agreement (See exhibit G) will together contain the following provisions, and others that may be identified by MCWD and CHISPA:

- MCWD right of access to each private submeter to permit inspection and review of each submeter.
- Schedule for CHISPA to supply submeter reading data to MCWD, if desired.
- Schedule for the CHISPA to test and recertify the submeters.
- MCWD option to assume ownership and control of the submeters in the event the project owner fails, after reasonable notice and opportunity to be heard, to comply with the terms of the recorded Agreement.
- Remedy and process for MCWD in the event the project owner fails to pay its full water charges.
- Schedule for MCWD representatives to meet with Junsay Oaks tenants as a group.

Finding 2. Granting the variance will not cause a significant adverse effect on the water supply or on service to the other persons served by the District.

The City of Marina has accepted the project's water use estimate prepared within the adopted environmental assessment and entitlement for the project. The project will not require more water than the estimate provided and accepted by the City of Marina whether the variance is accepted or rejected by the MCWD. Since CHISPA owns and manages other affordable senior apartments in the area, we have found that seniors use less water than the average user. Water consumption will not change with the approval of this variance. Moreover, private sub-metering is proposed, so there is still a means to check water use on an individual unit basis as needed. **This meets the intent of the MCWD individual meter requirement (water conservation), even though the project is exempt by state law.**

Irrigation use will be measured with a standard MCWD meter and backflow prevention device as a separate connection to the public main at De Forest Rd, consistent with district policy.

Regular tenant (noticed) meetings (with CHISPA and MCWD conservation staff) will be conducted annually to review water consumption and provide water conservation measures. Without the leadership of CHISPA, under a conventional arrangement MCWD would have to contact all 47 residents individually, which would be an administrative burden to the district. Water consumption reports will be provided to the tenants every six months, illustrating how their water consumption compares to the average user in the apartment building to encourage water conservation. Tenants who conserve water will be rewarded by CHISPA property management. Tenant contact information for each unit/sub-meter will be provided to District staff if requested to provide a mechanism for direct MCWD correspondence to the tenant.

Remedies for CHISPA's failure to meet with tenants or failure to pay the water bill could include notices from the District and administrative fines. (See exhibit G)

MCWD placed significant weight in considering Mid Pen Housing's previous University Villages project on the potential for the housing to be converted to private, unrestricted residential use. Section 537(a)(1) of the **new state law** has a different focus:

(1) Low-income housing. For purposes of this paragraph, "low-income housing" means a residential building financed with low-income housing tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or local, state, or federal loans or grants, for which the rents of the occupants in lower income households, as defined in Section 50079.5 of the Health and Safety Code, do not exceed rents prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance, and for which not less than 90 percent of the dwelling units within the building are designated for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code.

The financing and development approvals for the Junsay Oaks project have met the requirements of section 537(a)(1). The building is required by a regulatory agreement to be leased to low-income seniors. This regulatory agreement is recorded against the property and regulates any future owner. CHISPA will own and operate the Junsay Oaks Senior Apartments post-construction. Also, CHISPA expects that in implementing the variance, the proposed conditions utilized for the project will allow it to meet all intended purposes of the MCWD Water Code, and exceed State law. There will not be an adverse effect on the water supply or on service to other persons served by the District.

Finding 2 can be made because granting of the variance will not cause a significant adverse effect on the water supply or on service to other persons served by the District since the project will not require more water than the estimate provided and accepted by the City of Marina. Additionally, water consumption will be monitored and will not change.

Finding 3. The variance is in the best interest of the District.

The variance is in the best interest of the District because it will decrease the infrastructure owned by MCWD and the obligation to maintain the infrastructure, while providing the enforceable right through a recorded agreement with conditions and restrictions for MCWD to assume control of elements of the Junsay Oaks water infrastructure if necessary to enforce and meet the intent of the MCWD Code, all while supporting the community and its most vulnerable residents.

Allowing one master meter and backflow prevention device (BFP) at De Forest Rd compared to 48 separate meters and BFPs will result in an efficient use of a tight, steep, and constricted parcel, less infrastructure for the District to own and maintain, as well as less bills and administrative costs.

A reduced pressure backflow prevention device will be installed immediately downstream of the MCWD water meter at the De Forest Rd right-of-way. This will mark the end of MCWD infrastructure and will provide protection of the public water system from the private uses.

The private submeters that will be monitored by CHISPA will be of a quality and accuracy suitable to the district and will be maintained in an agreeable fashion.

Junsay Oaks presents an opportunity for the District to try new sub-metering technology in a well-managed property owned by an organization that understands the District's needs for ongoing communication, monitoring, and cooperation in reading sub-meters.

State and Federal Government deed restrictions restrict Junsay Oaks to occupancy by only low and very-low-income seniors for the next 55 years. This restriction remains in force no matter who owns the property. Low income senior tenants are not society's water-wasters. Sub-meters will reflect predictable, modest water use, so any toilet leak or dripping shower will reveal itself promptly.

Staff raised the possibility that CHISPA might not pay its bills as an argument for 47 individual meters.

We suggest that you consider the reality of the situation. CHISPA manages over 1,400 rentals. It has always paid its bills. 36 years of consistent payment history is more

predictive of regular water bill payment than is the predicted payment behavior of a revolving cast of low income seniors.

With CHISPA paying the water bills (as we do at Marina Manor and Sea Garden Family Apartments in Castroville), the District will receive regular, reliable monthly payments and will not be required to send late payment notices to low-income residents or face the possibility of sending a shut-off notice to a frail, forgetful 85-year old.

We understand that the District's mission is to provide reliable water to its customers. The District is not a social service agency. CHISPA is not a social service agency either. However, Junsay Oaks offers an opportunity for the District to combine efforts with CHISPA in this experiment to help the most vulnerable in our community. This is what makes Junsay Oaks special and distinct from other projects.

As described in Exhibit H, other jurisdictions have allowed the one master meter and sub-meter configuration with success, so MCWD would not be alone in this decision.

Finding 3 can be made because the variance is in the best interest of the District. There will be less infrastructure for the district to own and maintain while meeting the intent of the current law and providing an equal and safe water system to its customers (which will include the most fragile and needy seniors referred to the property by the County Health Department). By agreement, CHISPA will be a partner with the District to help serve its customers.

PART C – EVIDENCE TO SUPPORT VARIANCE

- Exhibit A – Site plan showing the MCWD meter and private sub-meter locations
- Exhibit B – Sections 537 – 537.5 of the California Water Code
- Exhibit C – Tenant Biography
- Exhibit D – Capital Upfront Costs
- Exhibit E – Monthly Water Cost Savings
- Exhibit F – Community Services Brochure
- Exhibit G – Infrastructure Agreement
- Exhibit H – List of Other Projects With 1 Master Meter Configuration

PART D – REQUESTED ACTION

CHISPA requests that the MCWD Board of Directors instruct MCWD staff to disregard district Water Code section 3.36.030. *W. Metering. 2. New Construction. a.* for the Junsay Oaks Senior Apartment project so that the project would be allowed to have one master MCWD meter and one backflow prevention device at De Forest Road and 48 private sub-meters within 2 exterior cabinets on the proposed building.

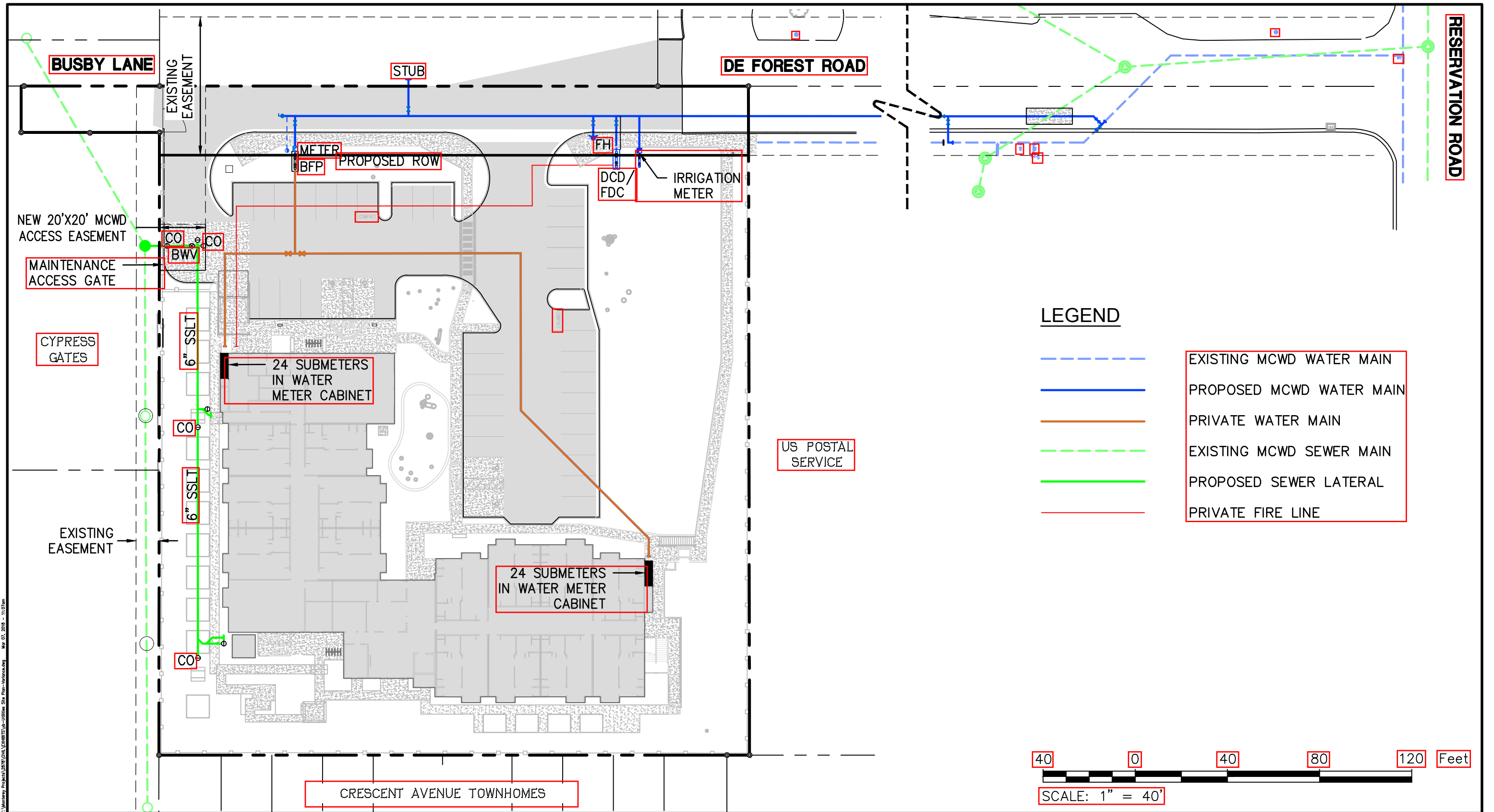
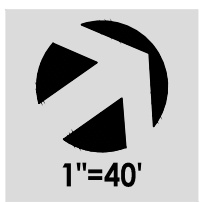


EXHIBIT A
SITE PLAN
JUNSAY OAKS
MARINA, CALIFORNIA

Whitson Engineers
6 Harris Court | Monterey, CA 93940 | 831 649-5225 | F 831 373-5065
CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT | www.whitsonengineers.com
Project No.: 2878.00

WE
MAR 7, 2018
Sheet 1 of 5




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WATER CODE - WAT

DIVISION 1. GENERAL STATE POWERS OVER WATER [100 - 540] (*Division 1 enacted by Stats. 1943, Ch. 368.*)

CHAPTER 8. Water Measurement [500 - 537.5] (*Chapter 8 added by Stats. 1991, Ch. 407, Sec. 2.*)

ARTICLE 5. Multiunit Structures [537 - 537.5] (*Article 5 added by Stats. 2016, Ch. 623, Sec. 5.*)

537. (a) The structures in all of the following categories shall be exempt from this article:

(1) Low-income housing. For purposes of this paragraph, "low-income housing" means a residential building financed with low-income housing tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or local, state, or federal loans or grants, for which the rents of the occupants in lower income households, as defined in Section 50079.5 of the Health and Safety Code, do not exceed rents prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance, and for which not less than 90 percent of the dwelling units within the building are designated for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(2) Housing at a place of education, as defined in Section 202 of the California Building Standards Code (Title 24 of the California Code of Regulations).

(3) Long-term health care facilities, as defined in Section 1418 of the Health and Safety Code.

(4) Time-share property, as defined in subdivision (aa) of Section 11212 of the Business and Professions Code.

(5) Residential care facilities for the elderly, as defined in Section 1569.2 of the Health and Safety Code.

(b) A submeter used to measure water supplied to an individual residential unit that is required pursuant to this chapter shall be of a type approved pursuant to Section 12500.5 of the Business and Professions Code, and shall be installed and operated in compliance with regulations established pursuant to Section 12107 of the Business and Professions Code.

(*Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Section operative January 1, 2018, pursuant to Section 537.5.*)

537.1. (a) Each water purveyor that sells, leases, rents, furnishes, or delivers water service to a newly constructed multiunit residential structure or newly constructed mixed-use residential and commercial structure for which an application for a water connection, or more than one connection, is submitted after January 1, 2018, shall require a measurement of the quantity of water supplied to each individual residential dwelling unit as a condition of new water service. The measurement may be by individual water meters or submeters.

(b) Unless the water purveyor or local government is operating under an ordinance or regulation requiring individual metering, the owner shall be required to install and read submeters, unless the water purveyor agrees to install and read individual meters.

(c) (1) The owner of the structure shall install submeters that comply with all laws and regulations governing the approval of submeter types or the installation, maintenance, reading, billing, and testing of submeters, including, but not limited to, the California Plumbing Code.

(2) This subdivision does not require a water purveyor to fund or assume responsibility for ensuring compliance with any law or regulation governing the approval of submeter types or the installation, maintenance, reading, billing, and testing of submeters and associated onsite plumbing.

(3) Installation of submeters shall be performed by one of the following:

(A) A contractor licensed by the Contractors' State License Board who employs at least one journey person who has graduated from a state-approved apprenticeship program.

(B) A registered service agency that has registered with the Department of Food and Agriculture.

(d) A water purveyor shall not impose an additional capacity or connection fee or charge for a submeter that is installed by the owner, or his or her agent.

(e) This section shall remain operative until the date on which the California Building Standards Commission includes standards in the California Building Standards Code that conform to this article.

(Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Section operative January 1, 2018, pursuant to Section 537.5. Inoperative on date prescribed by its own provisions.)

537.2. (a) A final occupancy permit for a building shall not be denied by a local building official if water submeters or meters have not been installed for each residential unit as required by this chapter if the building owner can demonstrate either of the following:

(1) Water submeters have been ordered and were delayed by the manufacturer.

(2) Water submeters for the building were submitted to a county sealer and are awaiting approval for use.

(b) After issuance of the occupancy permit, the owner shall demonstrate that the submeters are installed in the building within 120 days of approval by the county sealer.

(Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Section operative January 1, 2018, pursuant to Section 537.5.)

537.3. (a) This article does not preclude or preempt an ordinance or regulation that regulates the approval of submeter types or the installation, maintenance, reading, billing, or testing of submeters and associated onsite plumbing if the ordinance or regulation was adopted prior to January 1, 2013.

(b) It is the intent of the Legislature to preclude the adoption, and preempt the operation, of an ordinance or regulation adopted after January 1, 2013, that regulates the types of approved submeters, their installation, maintenance, reading, billing, and testing, and associated onsite plumbing.

(c) This article does not restrict the existing authority of a water purveyor, city, county, city and county, or other local agency to adopt and implement a program to promote water conservation that includes the installation of water meters and submeters, as required pursuant to subdivision (a) of Section 537.1, if the program is at least as stringent as the requirements of this article.

(Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Section operative January 1, 2018, pursuant to Section 537.5.)

537.4. It is the intent of the Legislature that this article should not be construed to impose costs on any local government agency, except to the extent that the local government agency is a water purveyor.

(Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Section operative January 1, 2018, pursuant to Section 537.5.)

537.5. This article shall become operative on January 1, 2018.

(Added by Stats. 2016, Ch. 623, Sec. 5. Effective January 1, 2017. Note: Delayed operative applies to Article 5, commencing with Section 537.)

Residents of Marina Manor
3082 Sunset Avenue, Marina, CA

Exhibit C



This is Suky. She was a hairstylist for almost 30 years. She just retired as of last month due to a decline in her health.



Petie worked as a waitress at Grandma's Kitchen in Seaside for about 27 years until she had a stroke in 2007. Petie is 81 years old.



Rosemarie worked as a cook for 14 years. She has been retired for almost 20 years now.



Shelly was a stay at home mom. She never did work because of her complicated health issues.



Chun has been a caregiver for almost 30 years. She is still employed but about 2 years ago she went from full time to part time. She plans to retire in about 1-2 years if she is still able to continue working until then.



This is Ms. Betty. She is currently employed as an In Home Supportive Services worker and has been doing this for the last 10 years. She has also done janitorial work cleaning offices. She will be 80 years old next month and she has no plans on retiring yet.



Gopendra was a dishwasher at Denny's for 12 years. He just retired 2 years ago. Gopendra preferred not to be photographed, so this illustration is clip art.



Elsie worked as a hairdresser in Monterey for 35 years. She is 74 years old. She now lives on a small pension and social security.



Before moving to California years ago, Naul worked in a school cafeteria for years in Iraq, earning no pension. She is a legal resident. Her income is from SSI.



Six Marina Manor residents are not seniors, but they are disabled. Daniel is 34 years old. He started working when he was 21. He was a pest control technician for nine years, and he worked as a State Parks Aide for two years. He had to stop working because of his vision impairment. He lives on SSDI.



Suzanne was a foster parent for 126 children with severe disabilities, two of whom she adopted. She had to retire because of mobility issues, and she now lives on SSDI and some alimony.



Ms. Tanya contracted polio when she was three years old. The disease progressed, and, at 19 years old, she had to have 3 surgeries on her legs, leaving her able to walk with the assistance of a cane. At age 50 she was diagnosed with post-polio-syndrome, and, since then, she has been confined to a wheelchair. She is now 70 years old. Ms. Tanya was never able to work full time, but she did sell Avon and Mary Kay products. She lives on SSDI.

JUNSAY OAKS SENIOR APARTMENTS - OPTION 1

YARD CODE	LAND IMPROVEMENTS	SUBCONTRACTOR	BUDGET
	INTERIOR ROADS AND COMMON AREA		
	SITE IMPROVEMENTS (Domestic water)	Llano Inc.	\$ 70,850
	LANDSCAPING		\$ -
	RECREATIONAL AREAS		
	LAND IMPROVEMENTS SUBTOTAL		\$ 70,850
	REHABILITATION OF RESIDENTIAL STRUCTURES		
	ROUGH CARPENTRY (Meter Closets)	RH Framing	\$ 3,750
	CONCRETE		\$ -
	CONCRETE (Meter Closet pads)	EVCON Const.	\$ 3,200
	FINISH CARPENTRY		\$ -
	WINDOWS (Materials Only)		\$ -
	DOORS		\$ -
	ROOFING		\$ -
	HVAC / SHEETMETAL		\$ -
	ELECTRICAL		\$ -
	PLUMBING	Gill's Plumbing	\$ 48,154
	METALS		\$ -
	CLEANING		\$ -
	ROLL UP DOORS (2 Meter closet doors)	Central Coast Garage Doors	\$ 2,000
	Backflow Testing (Annually 2 units)	Poe's Plumbing	\$ 170
	SUBTOTAL RESIDENTIAL STRUCTURES		\$ 57,274
	SUBTOTAL IMPROVEMENTS & STRUCTURES		\$ 128,124
	GENERAL REQUIREMENTS		
215400	Contingency 5%	CCRB	\$ 6,406
		TOTAL	\$ 6,406
	DEVELOPMENT GRAND TOTAL		\$ 134,530

CONSTRUCTION PROPOSAL

LLANO, INC.
257 UNION ROAD.
HOLLISTER, CALIFORNIA 95023
CA LICENSE A/B #991612

To: Gabriel Torres

Date: January 30, 2018

Subject: Junsay Oaks Senior Apartments
3098 DeForest Road, Marina, California.
Water Services Installation Variance Re-submital

Based on Scenario 1 and Scenario 2, of the construction of domestic water system for the above mentioned project emailed to us on January 26, 2018 Llano Inc, Submits the following Scope of work and prices:

Scenario 1 – CHISPA Preferred

13' of 4" water tee from De Forest Road to parking Lot	\$	9,500.00
- 2" MCWD meter and meter box	\$	5,600.00
- 3" Backflow with protective cage	\$	19,800.00
- 395' total 4" PVC water main from backflow to submeters cabinets on the building (2 locations)	\$	35,950.00

Clarifications:

- 2" meter to be provided by others
- End of 4" line to be a 4" riser with a flange above ground at 2 determined locations.
- Connection to Main water line to be a Tee and a Gate valve at Street location.
- Manifolds and Submeters at cabinet to be done by others

Total \$ 70,850.00

Gabriel Torres

From: Gil Navarro <gilsplumbing@hotmail.com>
Sent: Sunday, January 28, 2018 7:41 PM
To: Gabriel Torres; Paul Tran
Subject: WATER METERS AT JUNSAY AOKS

SCENARIO #1

48 PRIVATE SUDMETERS IN EXTERIOR CABINET

10 M TAPE , UNYSTRUT, UNYSTRUT CLAMPS , FEALT	\$2500.00
ALL STRAPING MATERIAS	
FIRE CAULKING	\$1026.00
48 - SUDMETERS	\$16,428.00
48 - 3/4 BALL VALVES	\$2,400.00
48 - 2X3/4 COPPER T	\$2,800.00
96 - 1/2 IP METER UNIONS	\$4,400.00
40' - 2" COPPER "L"	\$500.00
100' - 3/4 COPPER TYPE "L"	\$1,000.00
3 - CAN FLUX ,SOLDER SAND PAPER EXT..	\$500.00
MATERIAL TOTAL	\$31,554.00
LABOR TOTAL.....	\$16,600.00
TOTAL COST	\$48,154.00

Gabriel Torres

From: Ryan Harrod <rhframing@gmail.com>
Sent: Monday, February 05, 2018 10:16 AM
To: Gabriel Torres
Subject: Re: Junsay Variance Request

Hello Gabe,

I figure 2 carpenters one day per cabinet plus materials 32 hours = \$3200 plus \$550 materials = \$3,750 total. Please call if you have any questions.

Thanks, Ryan

On Fri, Feb 2, 2018 at 8:47 AM, Gabriel Torres <gtorres@chispahousing.org> wrote:

Thank you Mike! All we need now is Ryan's numbers to finish this up for Pablito. ☺

Gabriel B. Torres

Project Manager / VP of Operations

CHISPA / CCRB

295 Main Street, Suite 100

Salinas, CA 93901

Office: 831-75716251 x139

Fax: 831-757-6268

Cell: 831-682-8018

Email: gtorres@chispahousing.org

www.chispahousing.org

From: Michael Schipper [mailto:mike@evcon.biz]
Sent: Thursday, February 01, 2018 6:40 PM
To: Gabriel Torres
Subject: Re: Junsay Variance Request

Gabriel Torres

From: Michael Schipper <mike@evcon.biz>
Sent: Thursday, February 01, 2018 6:40 PM
To: Gabriel Torres
Subject: Re: Junsay Variance Request

I will get a proposal to you tomorrow... \$1600 each closet... \$3200 for both

Sent from my iPhone

On Feb 1, 2018, at 4:31 PM, Gabriel Torres <gtorres@chispahousing.org> wrote:

No problem.

I'll copy Ryan and Mike to make sure we get their numbers tomorrow,

Thanks,

Gabriel B. Torres
CHiSPA / CCRB
Project Manager / VP of Operations
295 Main Street, Suite 100
Salinas, CA 93901

Phone: (831)757-6251 Ext.139 * Fax: (831)757-6268 * Cell: (831) 682-8018 * TDD: (831)758-9481 *
Email: gtorres@chispahousing.org * Website: www.chispahousing.org

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From: Paul Tran
Sent: Thursday, February 01, 2018 4:02 PM
To: Gabriel Torres <gtorres@chispahousing.org>
Subject: Junsay Variance Request

Gabe --

Thanks for getting option 1 and 2 to me tomorrow. Don't forget to include:

- Ryan – framing for the water sub meter closets, an additional 2x4 wall in 2 locations (point of entry for water service) to accommodate 24 ¾" lines at both locations
- EVCON – to pour two 11' x 3' closets on the north and south locations for the sub-meter closets



**Central Coast
Garage Doors**

P.O. BOX 122, SALINAS, CA 93902
CEL: (831) 970-4628
CENTRALCOASTGARAGEDOORS@GMAIL.COM
#830374

Estimate

Estimate No: 47
Date: 03/03/2018

For: CCRB (chispa)
gtorres@chispahousing.org

Ship To: Junsay oak senior apartments
Marina , ca

Tracking No
Ship Via
FOB

Code	Description	Quantity	Rate	Amount
	2-New 6x7 commercial sheet door. Rolling sheet door. -White color , mini sheet door installed on wood jambs. •This doors are for the water meter room. ** This price includes Davis bacon wage.	2	\$1,000.00	\$2,000.00

Subtotal	\$2,000.00
TAX 0%	\$0.00
Shipping	\$0.00
Total	\$2,000.00

Total	\$2,000.00
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JUNSAV OAKS SENIOR APARTMENTS - OPTION 2

YARDI CODE	LAND IMPROVEMENTS	SUBCONTRACTOR	BUDGET
	INTERIOR ROADS AND COMMON AREA		
	SITE IMPROVEMENTS (Domestic water)	Liano Inc.	\$ 296,260
	LANDSCAPING		
	RECREATIONAL AREAS		
	LAND IMPROVEMENTS SUBTOTAL		\$ 296,260
	REHABILITATION OF RESIDENTIAL STRUCTURES		
	ROUGH CARPENTRY		
	CONCRETE		\$ -
	CONCRETE		
	FINISH CARPENTRY		\$ -
	WINDOWS (Materials Only)		\$ -
	DOORS		\$ -
	ROOFING		\$ -
	HVAC / SHEETMETAL		\$ -
	ELECTRICAL		\$ -
	PLUMBING	Gil's Plumbing	\$ 34,490
	METALS		\$ -
	CLEANING		\$ -
	ROLL UP DOORS		
	Backflow Testing (Annually 48 units)	Poe's Plumbing	\$ 4,080
	SUBTOTAL RESIDENTIAL STRUCTURES		\$ 38,570
	SUBTOTAL IMPROVEMENTS & STRUCTURES		\$ 334,830
	GENERAL REQUIREMENTS		
215400	Contingency 5%	CCRB	\$ 16,742
	TOTAL		\$ 16,742
	DEVELOPMENT GRAND TOTAL		\$ 361,572

Scenario 2 – MCWD Preferred

-	13' of 4" Water Tee from De Forest Road Parking Lot	\$ 9,500.00	
-	48 3/4" MCWD Meters and boxes per Marina Coast Water spec standard W-3	\$ 99,500.0	*Exhibit D-1*
	48 1" backflows with protective cage	\$ 155,760.00	*Exhibit D-2*
	Sleeve installation to allow single services to be taken to building.		
	Size and locations to be determined by engineer.	\$ 31,500.00	

Clarifications:

- **Water Service manifolds per Marina Coast Water spec standard W-3**
 - **Water Service per Marina Coast Water spec standard W-1**
 - **Water Services to be terminated at Backflow Preventer**
- Water meters to be provided by others**

Total \$ 296,260.00

Accepted By:

Date:

CONSTRUCTION PROPOSAL

LLANO, INC.
 257 UNION RD.
 HOLLISTER, CALIFORNIA 95023
 CALICENCE A/B #991612

To: Paul Tran

Date: February 19, 2018

Subject: Junsay Oaks Water System Variance Breakdown

SCOPE OF WORK:

Excavation at De Forest Road, for Tee Installation and Ductile Iron Pipe for Saddle mounting Services (Complete Services per MCWD) to a Meter Box. Trench backfill and compaction.

WATER MANIFOLD, METER AND BOXES

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
1	MOBILIZATION	1	LS \$	3,200.00
2	MATERIALS			
	DI PIPE	72	LF	2,100.00
	MJ CAP	2	EA	40.00
	4 MEGALUG KITS	3	EA	129.00
	NUT KITS	3	EA	97.50
	COAL TAR	1	GAL	48.75
	BODY SADDLE	48	EA	6,100.00
	CORP STOP	48	EA	4,300.00
	CTS TUBING	300	LF	132.75
	1" INSERTS	96	EA	216.00
	MULLER SETTERS	48	EA	14,680.00
	MUELLER METER ADAPTERS	48	EA	1,440.00
	B16 CONCRETE BOX	48	EA	2,565.00
	CONCRETE LID	48	EA	2,385.00
	ZINC ANODE	48	EA	5,500.00
	BRASS GROUNDING CLAMPS	48	EA	163.50
	COPPER WIRE STRANDED	500	LF	130.63
	TOTAL MATERIALS TAX INCLUDED		\$40,028.13 + 3,502.46 TAX	\$43,530.59
3	SMALL TOOLS	1	LS	5,783.00
4	TESTING	48	EA	4,272.00
5	EQUIPMENT (410 JD. BACKHOE)	1	LS	5,681.13
6	WATER TRUCK/OPERATED COMPACTION EFFORTS	1	LS	3,000.00
7	LABOR	1	LS	24,800.00
8	O H & P			9,233.28
TOTAL				\$99,500.00

WATER BACKFLOW PREVENTER DEVICES**SCOPE OF WORK:**

Excavation Furnish and Install Backflow preventer devices, per MCWD Specs, backflow devices to be protected with concrete pads and cages.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>TOTAL</i>
1	MOBILIZATION	1	LS	\$ 4,200.00
2	MATERIALS			
	SLIP COUPLING	96	EA	211.20
	2X1 BUSHING	96	EA	336.00
	BRASS 90	96	EA	720.00
	1X48 BRASS NIPPLE	96	EA	7,576.96
	BACKFLOW PREVENTER "N" PATTERN WITH UNIONS	48	EA	26,048.16
	BACKFLOW CAGE	48	EA	32,555.68
	TOTAL MATERIALS	\$67,448.00	+ 5,901 tax	\$ 73,349.00
3	SMALL TOOLS	1	LS	6,000.00
4	EQUIPMENT (410 JD. BACKHOE)	1	LS	10,200.00
5	LABOR	1	LS	37,280.00
6	CONCRETE (PREP, INSTALL AND FINISH)	1	LS	5,946.00
7	O H & P			18,785.00
TOTAL				\$155,760.00

CLARIFICATIONS:

PRICES BASED ON DAVIS BACON PREVAILING WAGES AT THE ONGOING RATES FOR THE MONTEREY COUNTY.

PRICES BASED ON CONCRETE DELIVERY AS PREVAILING WAGES RATES.

PRICES BASED ON SUPPLIER'S QUOTE RECEIVED 01/09/2018.

Gabriel Torres

From: Gil Navarro <gilsplumbing@hotmail.com>
Sent: Sunday, January 28, 2018 7:41 PM
To: Gabriel Torres; Paul Tran
Subject: WATER METERS AT JUNSAY AOKS

SCENARIO #2

48 METERS IN VAULTS BOXES

MATERIAL

48 - 3/4 BALL VALVES	\$2,400.00
48 - 3/4 COPPER FEMALE ADAPTERS	\$480.00
48 - 3/4 COPPER 90	\$120.00
200 - 3/4 COPPER PIPE TYPE "L"	\$998.00
96 - 3/4 # 80 PVCV MALE ADAPTERS	\$120.00
7280' - 3/4 PVC PIPE SCH# 40	\$ 13,832.00
TOTAL MATERIAL.....	\$ 18,040.00

LABOR

MINI EXCAVATOR

JUMPING JACK

SKIDLOADER

FUEL

EQUIPMENT RENTAL.....	\$1650.00
EQUIPMENT OPERATOR	\$3,360.00
PLUMBING LABOR.....	\$9,360.00
BACKFILL AND COMPACTION.....	\$2,080.00
TOTAL COST.....	\$34,490.00

NOTE *

FRAMER MUST PROVIDE ADEQUATE FRAMING FOR 24 WATER SERVICES IN BOTH PROPOSE LOCATIONS

Gil Navarro
President
Gil's Plumbing, Inc.

WE WHITSON ENGINEERS

6 Harris Court ▪ Monterey, CA 93940
831 649-5225 ▪ Fax 831 373-5065

March 2, 2018
Job No.: 2878.02

EXHIBIT 'E'
MONTHLY WATER CHARGE ESTIMATE
MARINA COAST WATER DISTRICT
JUNSAY OAKS
MARINA, CALIFORNIA

Data

Estimated Water Use Per Unit Per Month =	1,515 GAL	2.03 HCF
Estimated Water Use Per 47 Units Per Month =	71,205 GAL	95.19 HCF
3" Meter Monthly Minimum Water Charge = \$	146.03 2017	\$ 146.72 2019
3/4" Meter Monthly Minimum Water Charge = \$	21.07 2017	\$ 24.24 2019
Tier 1 (0-10 hcf) Water Consumption Charge = \$	2.70 2017	\$ 3.25 2019
Tier 2 (10+ hcf) Water Consumption Charge = \$	5.47 2017	\$ 4.95 2019

Scenario 1 - 3" MCWD Meter	2017	2019
Minimum Water Charge	\$ 146.03	\$ 146.72
Water Consumption Charge	\$ 492.98	\$ 454.18
Total Monthly Water Charge	\$ 639.01	\$ 600.90

Scenario 2 - 47-3/4" MCWD Meters	2017	2019
Minimum Water Charge	\$ 990.29	\$ 1,139.28
Water Consumption Charge	\$ 257.01	\$ 309.36
Total Monthly Water Charge	\$ 1,247.30	\$ 1,448.64

	2017	2019
Scenario 2 - 1 Monthly Savings	\$ 608.29	\$ 847.74
Scenario 2 - 1 Annual Savings	\$ 7,299.49	\$ 10,172.90

Notes

- 1) Average Monthly Water Use is based on data from the Marina Manor Apartments
- 2) 2019 Costs are per the draft January 2018 Cost of Service and Rate Study by Carollo Engineers
- 3) Final Meter size to be based on 9.25 Fixture Units per unit and 493.0 Fixture Units for the building.

The following data serves as justification for the water use anticipated at Junsay Oaks.
 The water charge estimate uses Marina Manor consumption quantities.

Marina Manor Water Consumption

Year	Month	Water Units Consumed (HCF)	Avg Monthly Consumption per Unit (39 units), incl. Landscaping (Gallons)	Monthly Consumption (Gallons)	Avg Monthly Consumption per Unit (39 units), incl. Landscaping (Gallons)
2017	12/17/2016	75	1.92	56,100	1,438
	11/11/2016	59	1.51	44,132	1,132
	10/15/2016	81	2.08	60,588	1,554
	09/17/2016	96	2.46	71,808	1,841
	08/12/2017	81	2.08	60,588	1,554
	07/15/2017	99	2.54	74,052	1,899
	06/17/2017	90	2.31	67,320	1,726
	05/13/2017	90	2.31	67,320	1,726
	04/15/2017	81	2.08	60,588	1,554
	03/18/2017	74	1.90	55,352	1,419
	02/11/2017	68	1.74	50,864	1,304
	01/14/2017	54	1.38	40,392	1,036
Total Annual Consumption		948	24.31	709,104	18,182
Monthly Average		79.00	2.03	59,092	1,515
Monthly Average Per Unit (39 units)		2.03	-	1,515	-
Daily Average Per Unit (39 units)		0.07	-	50.5	50.5

Data per CHISPA Water Bills

Vista Point (Pacific Grove) Water Consumption

Gallons Per Unit Per Year	15,087	55 units
Gallons Per Unit Per Month	1,257	
Gallons Per Unit Per Day	41.91	

Data per Eden Housing

Warner Creek Apartments (North Bay) Water Consumption

Gallons Per Unit Per Year	17,903	61 units
Gallons Per Unit Per Month	1,492	
Gallons Per Unit Per Day	49.73	

Data per Eden Housing



2018 PROGRAM WINTER SPRING





WINTER/SPRING AT CHISPA

January 8, 2018 to May 25, 2018



Head Start

By: Monterey County Office of Education

The Early Head Start Program serves qualifying pregnant women, infants, and toddlers by providing support services that promote child and family development through home visits. This program also serves infants and toddlers with disabilities conducted in partnership with the Monterey County Office of Education Early Intervention Program and other school districts.

*Canyon Creek Townhomes: Last Monday of the month.
9:00am - 12:00pm*

Ages 0-5 and their parents

Play & Learn

By: Go Kids E. Alisal

Go Kids is a nonprofit agency that envisions communities where every child has the support they need to reach their greatest potential. We enhance the lives of children and families through the delivery of comprehensive child development services and community involvement. To this end we utilize best practice models with the administration and management of the agency and its employees; high accounting standards with our fiscal accountability; and accreditation based "best practices" for all programs within our three service departments.

Gabilan Hills Townhomes: Every 1st and 3rd Wednesday and 2nd and 4th Friday of the month, 9:30am-11:30am

Roosevelt Townhomes: 2nd and 4th Thursday of the month, 8:00am-12:30pm

Ages 0-5 and their parents

Sharing Time (First 5 Playgroups)

By: Alisal Family Resource Center

Come to these classes with your child where you will have the opportunity to ask questions about the development of your child while you both enjoy a variety of activities together, such as art, singing and reading. Your child will develop key social skills, intellectual skills, language skills and self-esteem necessary for their school years.

Gabilan Hills Townhomes: T/Th 8:00am-11:00am

Ages: 0-5 and their parents

Kinship

By: Kinship Center A Member of Seneca Family of Agencies

Working closely with the community, Kinship Center provides parent education, family therapy, support groups, mentoring and additional support in Monterey County. Kinship playgroups are a place for caregivers and their children to strengthen their attachment and relationship through play exploration and parent dialogues about child development.

Roosevelt Townhomes: M 9:00am-12:00pm



Story Time

By: Karina Salcedo

Story Time is all about..... Wonder! Imagination! and Learning! Story Time serves as a space to encourage young readers by fostering a culture of love for literature. Story Time provides an opportunity for families to share stories and check out books.

Gabilan Hills Townhomes: Sat. 8:00am-10:00am

All ages



Y Afterschool Program

By: Salinas Community YMCA

The Y Program offers developmentally appropriate activities that stimulate a child's intellectual, social, emotional and physical growth. We provide a warm, caring and fun environment that stimulates their natural curiosity and encourages personal expression. Children develop communication, reasoning and problem solving skills through play, interaction with other children, and exploration of their environment.

Gabilan Hills Townhomes: M/W 3:30pm-5:30pm

Mountain View Townhomes: T/Th 3:30pm-5:30pm

Harden Ranch Townhomes: M/W 3:30pm-5:30pm

Grades 1-8



YMCA Afterschool Program

By: South County YMCA

YMCA Afterschool Program is designed to keep children safe, supervised and involved in constructive activities during the winter and spring. Our program provides a fun atmosphere for physical fitness, arts and crafts, and language arts/history activities for elementary-aged youth to keep them active and learning well while classes are not in session.

Canyon Creek Townhomes: T/W 3:30pm-5:30pm

Market Street Townhomes: M/W 3:30pm-5:30pm

Walnut Place Townhomes: T/F 3:30pm-5:30pm

Soledad Townhomes: T/Th 3:30pm-5:30pm

Las Jicamas Apartments: T/Th 3:30pm-5:30pm

Grades 1-8

Watsonville YMCA

By: Central Coast YMCA

YMCA program is about nurturing a child's development by providing a safe place to learn foundational skills, develop healthy, trusting relationships and build self-reliance through the Y values of caring, honesty, respect and responsibility.

Villa La Posada: M, W, F, 3:30-5:30pm

Grades 1-8





Branchlets

By: Monterey County Free Libraries

CHISPA is proud to partner with the Monterey County Free Libraries to bring “branchlets” to CHISPA communities. Branchlets are little book dispensers that operate on the honor system “Take a book-Leave a book”. Borrowers do not need to return the same book that they take; they can return other books.

Canyon Creek Townhomes: Sunday-Saturday
El Cerrito Townhomes: Sunday-Saturday
Moro Lindo Townhomes: Sunday-Saturday
Vineyard Green Townhomes: Sunday-Saturday
Tyler Park Townhomes: Sunday-Saturday
Vila Santa Clara Townhomes: Sunday-Saturday
Villa San Miguel Townhomes: Sunday-Saturday
Market Street Townhomes: Sunday-Saturday
Marina Manor: Sunday-Saturday
Ages vary

Blossom Dance Class

By: Ana Maria Ruiz

In dance class we learn new songs every month and we focus on learning new challenging steps. We have fun, and we dance modern songs and mix in a few older songs to make it interesting. At the same time we let students go up and incorporate some of their own unique steps.

Harden Ranch Apartments: T/Th 4:30pm-6:00pm
Ages 8-12



Alisal Community Arts Network

By: Alisal Center for the Fine Arts

This class will focus on a variety of percussion styles and instruments that will teach students to read and write music. Students will learn the basics on congas, bongos, timbales, guiro, guitar, maracas, shakers, hand bells, drum-set, samba drums, and marching drum line instruments. The emphasis will be on helping students learn to play and understand music through team oriented percussion ensembles, all while having fun!

Roosevelt Townhomes: T/Th 6:30pm-8:30pm
Gabilan Hills Townhomes: T/Th/F 6:30pm-8:30pm
Mountain View Townhomes: M/W/F 6:30pm-8:30pm
Grades 3-12



Tara Tara La Guitarra

By: Karina Salcedo

Through guitar and singing lessons, students become familiar with various Mexican traditional folk songs. There are different exercises in guitar like writing, voice, and performance. All of these activities boost students' confidence at home, school and in their community. Creating music then becomes an empowering medium of expression.

Gabilan Hills Townhomes: W 6:00pm-8:00pm

All ages



Guitar Class

By: Felix Miranda

From music theory to chord progression, we will learn the basic of rhythm and beat in guitar. We will go over certain types of genre to play from Spanish rock, alternative, and classic rock. We will learn how to sing and play guitar while having fun at the same time. There is no "I" in ensemble; therefore, we play as a team.

Roosevelt Townhomes: M/W/F 5:30pm-8:30pm

Harden Ranch Apartments: T/Th 6:00pm-9:00pm

Ages 7 & Up

Boxing Class

By: Team Villa Boxing

Team Villa Boxing (TVB) believes in supporting the physical, academic, and mental development of youth in Salinas by lifting up the teachings of self-discipline and respect. We understand that our community and youth face many socio-economic challenges and cannot afford the use of a gymnasium. We are intentional in helping our youth get physically fit and combat the health disparities in Salinas.

Roosevelt Townhomes: T/Th 5:00pm-6:30pm

Ages 8-14



Computer Literacy Class

By: *Leonardo Ortiz*

This class can be in both English and Spanish, to accommodate all CHISPA's tenants. The goal is to meet the students where they are either as beginners with the computer or as more experienced computer users and you grow to the next level of comfort.

Harden Ranch Apartments: F 7:00pm-8:30pm

Sea Garden Apartments: W 7:00pm-8:30pm

Tyler Park Townhomes: M 6:00pm-7:30pm

All ages

Teen Leadership Council

By: *Castroville Teen Leadership Council*

The Teen Leadership Council will provide fun-filled activities for youth ages 8-13. The goal is to provide kids with activities that will keep them physically active and give them a chance to make new friends. The activities include outside sports, baking, games and arts and crafts.

El Cerrito Townhomes: T/Th 3:30pm-5:30pm

Sea Garden Apartments: M/W/F 3:30pm-5:30pm

Ages 8-13

It's Your Story or Amaze

By: *Girl Scouts of California's Central Coast*

We have many different programs or series that we use. Your Story empowers young girls to feel comfortable in their own skin and realize that they can be whatever they want when they grow. The Ladybug Club deals with nature and sisterhood and encourages the girls to help make the environment a better place. Amaze is a program that focuses on the importance of friendship. Local college students serve as counselors for the Amaze Program.

Loma El Paraiso: (1/27 – 3/31) Tennis: Sat 11:00pm – 12:00pm

Vista de la Terraza: (1/27 – 3/31) Tennis: Sat 12:30pm – 1:30pm

Gabilan Hills Townhomes: (4/6 – 5/25) F 4:00pm – 5:00pm

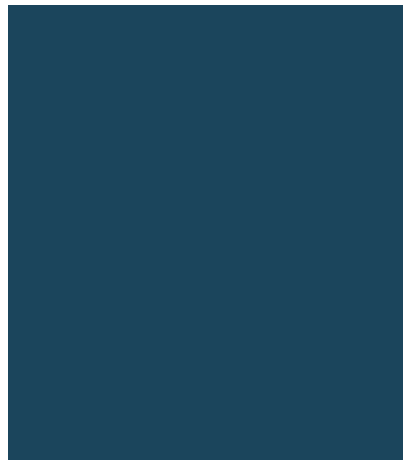
Harden Ranch Apartments: (4/6 – 5/25) F 5:30pm – 6:30pm

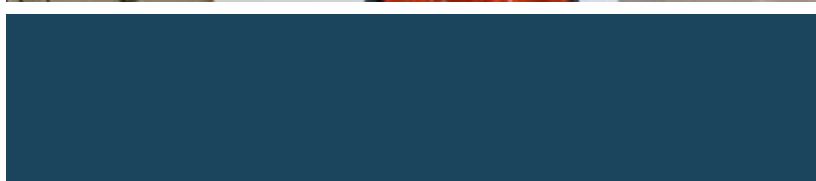
Canyon Creek Townhomes: (4/2 – 5/28) M 3:30pm – 4:30pm

Market Street Townhomes: (4/2 – 5/28) M 5:30pm – 6:30pm

Ages 5-17







Health Leadership Academy

By: Monterey County Health Department

Support men and women to improve the health of their communities through leadership development and organizing. The Community Health Leadership Academy is an opportunity for Monterey County residents to learn and put into practice core competencies for effective community health outreach, referral and health education to diverse clients and communities. Participants will also learn and practice the key components on how to coordinate a large health conference for the county.

Harden Ranch Apartments: W 5:30pm-7:30pm

All ages



Sol Treasures Art Enrichment

By: Sol Treasures

Sol Treasures' art programs nurture the students' creativity and exposes young artists to artists and artistic styles using a variety of mediums. Students also explore the importance of art in society and culture, and experiment with the art forms of different cultures.

Villa San Miguel: T/Th 3:30pm-5:30pm

Tyler Park Townhomes: T/W 4:00pm-6:00pm

Vineyard Green Townhomes: T/Th 4:00pm-6:00pm

Walnut Place Townhomes: T/W 3:30pm-5:30pm

Grades 1-8

San Benito YMCA

By: San Benito YMCA

At our CHISPA after school program we offer a safe place for youth residents to go after school. We offer homework assistance, arts, crafts and group games led by well-trained YMCA staff.

Buena Vista Apartments M/W/F 3:30pm-5:30pm

Ages 1-8





Diabetes Prevention Program

By: Central Coast YMCA

The YMCA's Diabetes Prevention Program uses a CDC-approved curriculum and is part of the CDC-led National Diabetes Prevention Program. It helps people at high risk of developing Type 2 Diabetes adopt healthy lifestyles. This class is led by a trained Lifestyle Coach.

Canyon Creek Townhomes: W 5:30pm-6:30pm

Sherwood Village: Th 6:00pm-7:00pm

Market Street Townhomes: F TBA

Gabilan Hills Townhomes: M 6:00pm-7:00pm

Mountain View Townhomes: Th 6:00pm-7:00pm

Adults Only- need to sign up

Zumba for Seniors

By: Gemma Cuevas & Naomi Gonzalez

The Zumba program provides our community members an opportunity to release stress in a fun rhythmic environment through music skills. Zumba members enjoy dance and create a positive impact on the mind, health and spirit.

Sherwood Village: M/F 10:00am-11:00am

Seniors Only



Painting for Seniors

By: Arts Council for Monterey County

In a supportive environment, beginning through advanced artists explore painting techniques using acrylic or watercolors in a variety of styles. Seniors will explore inspiring examples of the great artists throughout history.

Sherwood Village: T 10:00am-12:00pm

Los Abuelitos: T 1:30pm-3:30pm

La Gloria: Th 12:00pm-2:00pm

Marina Manor: M 1:45pm-3:45pm

Seniors only



Lunch Program

By: Area Agency on Aging

These programs are targeted to those with the greatest social and economic need. Culturally appropriate meal programs are the entry point for improved nutrition and community engagement. The lunch program is free to seniors.

Sherwood Village: M-F 11:30am-12:30pm
Seniors only



ESL Classes

By: New Life Church

You can learn English! English as a second language (ESL) is a fun, informal and interactive gathering for those who wish to improve their conversational English skills. The class is taught by a native English speaker and emphasizes correct pronunciation and vocabulary. Beginners and Intermediate speakers are welcome.

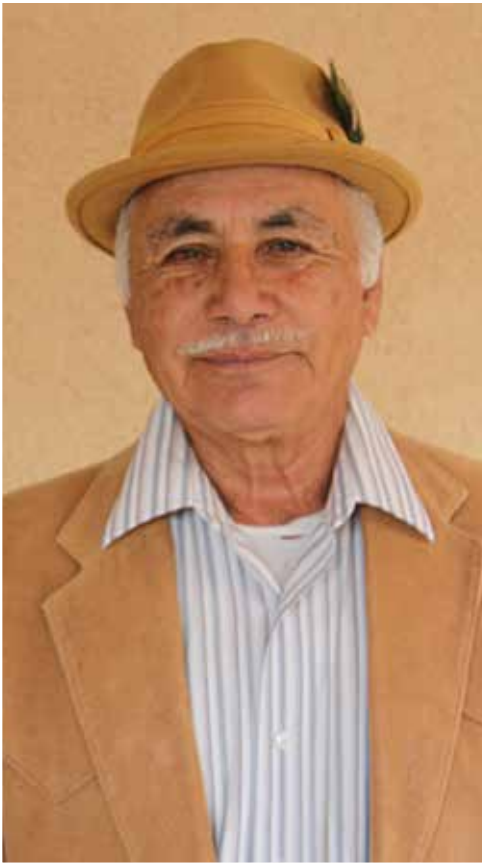
La Gloria Apartments: T 12:30pm-2:00pm
Seniors only

Guitar for Seniors

By: Ana Maria Ruiz

Guitar for Seniors is a great class because it teaches seniors how to play a guitar at a fun, beginners level. They will love the sound of the instrument and will also have fun playing guitar as a group.

Sherwood Village: Th/F 2:30pm-4:30pm
Seniors only



Strengthening Wellness

By: Alliance on Aging

The Alliance on Aging peer counseling group provides counseling to individuals and groups of seniors facing the challenges of aging- loss of a loved one, divorce, health issues, loss of financial security, etc.

La Gloria Senior Apartments: M 10:00am-11:00am

Sherwood Village: M 1:00pm-2:00pm

Seniors only

ESL / Computer Class

By: Gavilan College

Gavilan College cultivates learning and personal growth in students of all backgrounds and abilities through innovative practices in both traditional and emerging learning environments; transfer pathways, career and technical education, developmental education, and support services prepare students for success in a dynamic and multicultural world.

Buena Vista Apartments:

ESL Classes: M-Th 9:00am-12:00pm

Computer Basic Classes: F 9:00am-11:00am

Adults only



Breakthrough

By: Breakthrough Mens Community

Where can a man find real examples of reliable life tools that work from other men who have tested them? How does he use these tools for himself, for his loved ones, and for his community? Where can a man find support and connection when the burdens of life become oppressive and isolating? Come to a meeting and find out. This Breakthrough meeting offers men healthy alternatives to the some of the insufficient patterns that are typical in our cultures. These drop-in meetings are always presented in a safe, welcoming, and confidential manner.

Sherwood Village: M 6:30pm-8:30pm

Men only



Zumba Class

By: *Verenice Amezcua*

To have the opportunity to have a Zumba class offered in their neighborhood one lives in, is much more special. Zumba class not only promotes exercise but it also promotes collaboration, and support from one another. The entire family is welcome; your kids will motivate you to dance!

Villa San Miguel: T/W 6:00pm-7:30pm

All ages



Hands on Banking

By: *Wells Fargo*

Everyone is interested in money and how to be a better money manager. It is never too early, or too late, to gain new knowledge and skills to create a brighter financial future. This user-friendly program can help you take charge of your financial future!

TBA

Adults Only

Joyful Noise Choir

By: *Scott and Edna McCurrach*

The Joyful Noise Choir is an informal sing-a-long group of currently 14 Sherwood Village seniors that began in August, 2017 and is also open to other senior residents of the Salinas community at large. No prior singing experience is required. All that is needed is a desire to have fun singing.

Sherwood Village: M 2:00pm-3:30pm

Seniors only

Services Provided By



Programs are Made Possible Through Our Funders



Board of Directors

Don Cline, Chair
Mike Garcia, Vice Chair
Al Espindola, Secretary
Berkley Brannon, Treasurer

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Sabino Lopez
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Reyna Navarrete

For more information, contact:

Ruth Rodriguez
Community Services Manager
(831) 757-6251 x 120
rrodriguez@chispahousing.org

CHISPA Properties

Senior Apartments

La Gloria Senior Apartments
539 East Market Street
Salinas, CA 93905
831-424-3630

Los Abuelitos Senior Housing
528 East Market Street
Salinas, CA 93905
831-757-1283

Marina Manor Senior Housing
3082 Sunset Avenue
Marina, CA 93933
831-384-6087

El Estero Senior Housing
151 Park Avenue
Monterey, CA 93940
831-655-0924

Sherwood Village
808 N. Main Street
Salinas, CA 93906
831-783-1485

Family Apartments

Mountain View Townhomes
1580 Falcon Drive
Salinas, CA 93905
831-753-7001

Roosevelt Street Townhomes
522 Roosevelt Street
Salinas, CA 93905
831-796-0140

Loma El Paraiso
541 Roosevelt Street
Salinas, CA 93905
831-796-0140

Vista De La Terraza
165-177 Carr Avenue
Salinas, CA 93905

Canyon Creek Townhomes
1834 Chablis Way
Gonzales, CA 93926
831-675-2815

Market Street Townhomes
110 Market Street
Soledad, CA 93960
831-678-8129

Las Jicamas Apartments
110 Martinez Place
Soledad, CA 93960
831-678-8750

Buena Vista Apartments
810 Buena Vista Rd.
Hollister, CA 95023

Sea Garden Apartments
10603 Axtell Street
Castroville, CA 95012
831-632-0790

Moro Lindo Townhomes
8757 Sabino Drive
Castroville, CA 95012
831-632-0768

El Cerrito Townhomes
8860 Vista de Tierra Circle
Castroville, CA 95012
831-633-2500

Grey Goose Townhomes
5499 Grey Goose Gulch
Carmel, CA 93923

Villa La Posada
34 Ortega Dr.
Watsonville, CA 95076
831-724-7237

Gabilan Hills Townhomes
1051 Paseo Grande
Salinas, CA 93905
831-753-9032

Harden Ranch Apartments
1907 Dartmouth Way
Salinas, CA 93906
831-444-0102

Jardines De Soledad
501 Andalucia Dr.
Soledad, CA 93960
831-678-1776

Soledad Townhomes
438 Benito Street
Soledad, CA 93960
831-678-0528

Tyler Park Townhomes
1120 Heidi Drive
Greenfield, CA 93927
831-674-8857

Vineyard Green Townhomes
130 13th Street
Greenfield, CA 93927
831-674-2736

Walnut Place Townhomes
500 12th Street
Greenfield, CA 93927
831-674-5322

Villa Santa Clara
225 Third St.
Greenfield, CA 93927
831-674-3319

Villa San Miguel
1201 Amherst Drive
King City, CA 93930
831-386-9409

CHISPA's Mission is to improve people's lives and create healthy neighborhoods by developing, selling, owning and managing affordable homes.



Community Housing Improvement Systems and Planning Association, Inc.
295 Main Street, Suite 100, Salinas, CA 93901
(831) 757-6251 Fax (831) 757-7537



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MARINA COAST WATER DISTRICT

**Water, Sewer and Recycled Water
Infrastructure Agreement**

for

Junsay Oaks Senior Apartments

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE
AGREEMENT

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Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B -- LEGAL DESCRIPTION

EXHIBIT C -- MAP OF DEVELOPMENT

EXHIBIT D -- INDEMINIFCATION AND INSURANCE REQUIREMENTS

EXHIBIT E – LICENSE, EASEMENT, AND CONVEYANCE AGREEMENT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____ 2018 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Junsay Oaks L.P., a limited partnership**, with its principal offices at 295 Main St., Suite 100 Salinas, CA 93901, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is Junsay Oaks Senior Apartments.

1. Definitions; District’s Role; Term of this Agreement.

1.1 Definitions, whenever used in this Agreement, the following terms shall have the following respective meanings:

a. “Agreement” means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. “City” means the City of Marina.

c. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

d. “Development” means that certain property located at 3098 De Forest Rd. and legally described in Exhibit “B” and shown on the map at Exhibit “C.”

e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.

g. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

h. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.

i. “FORA” means Fort Ord Reuse Authority.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder,

Developer must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey Regional Water Pollution Control Agency's (MRWPCA) Regional Interceptor System which discharges to the MRWPCA Wastewater Treatment Plant (WWTP). Capacity within the WWTP for the Development must be coordinated with MRWPCA. To the extent possible, the District will allocate its existing pre-paid WWTP Capacity to the Development. If additional WWTP Capacity is required for the Development, the Developer shall purchase the capacity from the MRWPCA at the Developer's sole expense, and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by either City or District other than as currently established by the type and density of development.

1.4 District's Role. The District's role in the Development is to approve the plans for facilities, inspect the construction of the facilities, accept the transfer of the title to the facilities, to maintain and operate the systems, and to bill customers for water and sewer service at rates set for the District's Marina Service Area from time to time, except as provided for herein and the License Agreement as defined in section 2.1.8, below.

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

2. Design and Construction Requirements

2.1 The facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the system facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 Developer shall design and construct the facilities (including those internal facilities referenced in the License Agreement) in strict accordance with the District's most recent Procedures and Standards in effect at the time of construction, (contained in updated Procedures) and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's Procedures regarding the submittals and any other applicable State Regulatory Agency

requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7). District may approve plans concurrent with the City's approval.

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. More specifically, section 4.28.010 *Applicability* states that "[T]his chapter applies to publicly owned properties, to commercial, industrial and business properties, and to other such properties as may be specified from time to time by Marina Coast Water District ... " Section 4.28 does not require the use of recycled water for irrigation to privately owned residential lots. Improvement plans for the Development must contain recycled water lines to serve common areas and other non-residential lot irrigation within the Development. The Developer and the District will cooperatively identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout. The Developer, or its successors or assignees (such as an owners association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water facilities.

2.1.4 The District shall have the right to inspect the construction of the facilities and verify that construction conforms to the Development plans and specifications. The District shall also have the right to inspect special fixtures including, zero water use urinals, hot water recirculation systems, **those items set forth in the License Agreement as set forth in section 2.1.8, below**, etc. The District's right to inspect does not in any way eliminate or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

2.1.5 All facilities shall be tested to meet District requirements. No facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure facilities **or special fixtures, as described above.**

2.1.6 Plan Review Fees. The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by

both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer, or at Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

2.1.7 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars (\$500.00) per unit plus three percent (3%) of facilities construction costs, pursuant to Developer's Engineer's estimate. (See *Procedures* section 200.3.2) Any surplus inspection fees shall be returned to Developer.

2.1.8 Variance Request. Notwithstanding anything to the contrary herein, Developer has requested, and MCWD has granted, a variance from strict compliance with MCWD's Water Code Section 3.36.030. W. Metering. 2 New Construction (a) with regards to the individual metering of units at the Project. In connection with the variance request, Developer and MCWD shall concurrently enter into that certain Easement, License and Conveyance Agreement, a true and correct copy of which is attached hereto as Exhibit "E" and incorporated herein (the "License Agreement"). The parties acknowledge and represent that the License Agreement shall survive the expiration of this Agreement.

2.1.9. Compliance with Laws Pertaining to Sub-Meters. The Developer shall install submeters that conform to all laws regarding installation, maintenance, repair, testing, and use, including, but not limited to, regulations established pursuant to Section 12500.5 of the Business and Professions Code and to the California Uniform Plumbing Code. The Developer will submit information to MCWD regarding the specific submeter type (manufacturer, make, model, and specification) to be installed for MCWD's acceptance for use within the development.

3. Existing Water and Sewer Infrastructure

3.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, recycled water and sewer mains or appurtenances within the Development. Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all water/sewer infrastructures within the Development boundaries that will be removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing water and sewer facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the facilities are for the benefit of the Development.

4. District to Serve Development

4.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the Developer directly, except as provided in the License Agreement. The Developer shall pay the

prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service on the former Fort Ord (or City, as the case may be). Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

5. Capacity Charge

5.1 The current capacity charges, as of January 1, 2017 for water and sewer services are \$4,526 per EDU and \$2,333 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. Developer agrees to pay the capacity charge in effect at the time of providing services.

6. Provision for Non-Potable Water Use

6.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. The District has investigated a recycled water project, a desalination project, and a combination of those projects to meet future water demands within the District. Therefore, improvement plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

6.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use if and when it becomes available. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

7. Licensed Contractor

7.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

7.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water, recycled and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the facilities.

7.3 Installation of submeters shall be performed by one of the following:

(A) A contractor licensed by the Contractors' State License Board who employs at least one journey person who has graduated from a state approved apprenticeship program.

(B) A registered service agency that has registered with the Department of Food and Agriculture

8. Permits, Easements, and Related Costs

8.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

9. Final Inspection and Reimbursement of District Costs

9.1 The District's Engineer must inspect completed facilities, or portion thereof. The District will not accept any facility, including those identified in the License Agreement, until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

10. District's Non-responsibility for Acts or Omissions of Developer, etc.;; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

10.1 The District is not responsible for, and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

11. As-Built Plans, Specifications, Values, Etc.

11.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures* the following:

11.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the improvement plans, which show all of the facilities, including but not limited to those covered by the License Agreement, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

11.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

11.1.3 Any other documents required by Section 400.13 of the *Procedures*.

12. Indemnity, Insurance, and Sureties

12.1 Indemnity and Insurance - The Developer agrees to have every Contractor performing work on the Facilities fully comply with the all of the requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, Developer agrees to indemnify, hold harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

12.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

12.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

12.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities, and shall remain in effect for the duration specified in Section 15.1.

12.5 The performance surety shall remain in effect until final acceptance of the facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

13. Transfer of System Facilities to District after Completion

13.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

14. Developer Assistance

14.1 Developer shall, both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities.

15. Warranties

15.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the facilities will operate in good and sufficient manner for the purposes intended for (a) one (1) year after the latter of (i) the date of acceptance, (ii) the expiration of all lien enforcement periods, or (iii) proof of conveyance of facilities, or (b) 180-days from the date new facilities are subsequently re-installed, repaired, or replaced and inspected and accepted by the District (hereafter *replacement facilities*), whichever of (a) or (b) occurs last. The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

15.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.3 This Section 15 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

16. No Water, Recycled Water and Sewer Service Prior to Completion and Transfer

16.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the facilities, including but not limited to those facilities addressed in the License Agreement, without the express written consent of the District. Such consent may not be

unreasonably withheld. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

17. Performance

17.1 Developer agrees to promptly design and construct the facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. .

17.2 Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

18. Assignment

18.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

18.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water facilities or the Agreement is terminated.

19. Dispute Resolution Procedure

19.1 Disputes arising under this Agreement shall be resolved as provided in this section.

19.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available

regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 19.3 below.

19.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 19.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 19.4.

Mediation shall be submitted first to a mediator with at least ten years of experience with the issues in dispute. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

19.4 Arbitration - If mediation fails to resolve the dispute, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty (30) days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP

YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD s' INITIALS _____ JUNSAY OAKS, LPs' INITIALS: _____

20. Waiver of Rights

20.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

21. Notices

21.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: Marina Coast Water District
Attn: General Manager
11 Reservation Road
Marina, California 93933

To Developer: Junsay Oaks L.P.
Attn: Norman V. Kolpin, CFO
295 Main St., Suite 100
Salinas, CA 93901

21.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

22. Severability

22.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken

provision is replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

23. Paragraph Headings

23.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

24. Successors and Assignees

24.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

25. Integrated Agreement

25.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

26. Negotiated Agreement

26.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

27. Attorney Fees

27.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

27.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

28. Exhibits

28.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

29. Disclaimer/Indemnity Regarding Public Works

29.1 District has not determined whether the project would be considered a “Public Works” project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a “Public Works” project. Developer is aware that if the project is considered a “Public Works” project, then Developer would have to pay “prevailing wages” under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

30. No Third Party Beneficiaries

30.1 There are no intended third party beneficiaries to this Agreement.

31. Compliance with Laws

31.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

32. Counterparts

32.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

Signature Page

By: Junsay Oaks, L.P.,

Normond V. Kolpin, CFO

By MARINA COAST WATER DISTRICT

General Manager
Marina Coast Water District

EXHIBIT A
WATER ALLOCATION DOCUMENTATION

EXHIBIT A

For Water Allocation Documentation, See Page 62



CITY OF MARINA

211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

CERTIFICATE OF THE CITY CLERK

I, ANITA SHARP, ACTING DEPUTY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of City Council **Resolution No. 2012-74**, certifying the Mitigated Negative Declaration of environmental impact for a three story, $\pm 35,758$ square foot building including 47 affordable, age restricted housing units with a $\pm 1,200$ square foot community room (and associated entitlements) on a ± 1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), adopted by the City Council of the City of Marina at a adjourned regular meeting duly held on the 15TH day of May 2012 and that the original appears on record in the office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: May 22, 2012

A handwritten signature in cursive script, appearing to read "Anita Sharp", written over a horizontal line.

Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2012-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR: (1) GENERAL PLAN LAND USE MAP AMENDMENT GP 2012-01 TO CHANGE THE LAND USE DESIGNATION FROM "PUBLIC FACILITIES-CIVIC" TO "MULTI-FAMILY RESIDENTIAL"; (2) ZONING MAP AMENDMENT ZM 2012-01 TO CHANGE THE ZONING DISTRICT FROM "PUBLIC FACILITY (PF)" TO "SPECIFIC PLAN (SP)"; AND (3) SPECIFIC PLAN SP 2012-01 WHICH INCORPORATES SITE AND ARCHITECTURAL DESIGN REVIEW DR 2012-01 FOR THE SITE PLAN, BUILDING ELEVATIONS AND CONCEPTUAL LANDSCAPE PLAN FOR A THREE STORY ±35,758 SQUARE FOOT BUILDING INCLUDING 47 AFFORDABLE AGE RESTRICTED HOUSING UNITS WITH A ±1,200 SQUARE FOOT COMMUNITY ROOM, AND TREE REMOVAL PERMIT TP 2012-01 FOR THE REMOVAL OF SIXTEEN (16) TREES, ALL ON A ±1.7 ACRE PROJECT SITE LOCATED AT 3098 DE FOREST ROAD (APN 032-171-036)

WHEREAS, on December 20, 2011, the Marina City Council adopted Resolution No. 2011-216, approving a Fee Agreement between the City of Marina and Community Housing Improvement Systems and Planning Association, Inc. (CHISPA) for provision of planning, engineering and City Attorney services related to review and processing of a proposed project for a three story, ±35,758 square foot building including 47 affordable age restricted housing units with a ±1,200 square foot community room on a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), and;

WHEREAS, entitlements requested include a General Plan Land Use Map amendment (GP 2012-01) to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential"; a Zoning Map amendment (ZM 2012-01) to change the Zoning District from "Public Facility (PF)" to "Specific Plan (SP)"; adoption of a Specific Plan (SP 2012-01) which incorporates Site and Architectural Design Review (DR 2012-01) for the Site Plan, Building Elevations and Conceptual Landscape Plan for the project and Tree Removal Permit (TP 2012-01) for the removal of sixteen (16) trees, and;

WHEREAS, an Initial Study has been prepared in response to the requirements of the California Environmental Quality Act (CEQA), and;

WHEREAS, through the Initial Study, it has been determined that the project's potentially significant environmental impacts specifically related to impacts associated with project contributions to PM10 emissions during construction activities; impacts associated with project construction; and impacts upon cultural resources associated with project construction can be made less than significant with mitigation measures, and;

WHEREAS, a 20-day public review period for the Initial Study/ Mitigated Negative Declaration was established beginning on March 22, 2012 and ending on April 23, 2012 and no comments have been received, and;

WHEREAS, on April 26, 2012, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider the Mitigated Negative Declaration of environmental impact for the Project, which includes a Mitigation Monitoring and Reporting Program, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the April 26, 2012 meeting related to the proposed use and adopted Resolution No. 2012-05, recommending that City Council consider adopting the Mitigated Negative Declaration of environmental impact for the project, and;

WHEREAS, on May 15, 2012, the City Council of the City of Marina conducted a duly noticed public hearing to consider the Mitigated Negative Declaration of environmental impact for the Project, which includes a Mitigation Monitoring and Reporting Program, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the May 15, 2012 meeting related to the proposed use.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that it hereby certifies the Mitigated Negative Declaration of environmental impact for a proposed project for a three story $\pm 35,758$ square foot building including 47 affordable, age restricted housing units with a $\pm 1,200$ square foot community room with entitlements including a General Plan Land Use Map amendment (GP 2012-01) to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential"; a Zoning Map amendment (ZM 2012-01) to change the Zoning District from "Public Facility (PF)" to "Specific Plan (SP)"; adoption of a Specific Plan (SP 2012-01) which incorporates Site and Architectural Design Review (DR 2012-01) for the Site Plan, Building Elevations and Conceptual Landscape Plan for the project; and Tree Removal Permit (TP 2012-01) for the removal of sixteen (16) trees, all on a ± 1.7 acre project site located at 3098 De Forest Road (APN 032-171-036) making the following findings:

FINDINGS

1. The Initial Study and corresponding Mitigated Negative Declaration of environmental impact were released for public review and said mitigation measures would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and;
2. There is no substantial evidence in light of the whole record before the City of Marina that the project may have a significant effect on the environment.

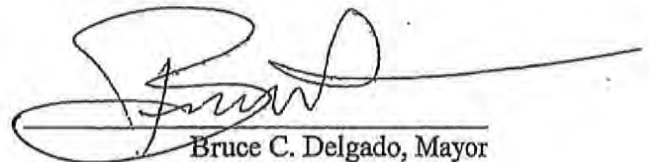
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of May 2012, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado

NOES: COUNCIL MEMBERS: None

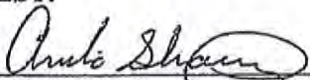
ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Anita Sharp, Acting Deputy City Clerk



CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

CERTIFICATE OF THE CITY CLERK

I, ANITA SHARP, ACTING DEPUTY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of City Council **Resolution No. 2012-75**, approving General Plan Land Use Map amendment GP 2012-01 to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential" for a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), adopted by the City Council of the City of Marina at a adjourned regular meeting duly held on the 15TH day of May 2012 and that the original appears on record in the office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: May 22, 2012

Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2012-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING GENERAL PLAN LAND USE MAP AMENDMENT GP 2012-01
TO CHANGE THE LAND USE DESIGNATION FROM "PUBLIC
FACILITIES-CIVIC" TO "MULTI-FAMILY RESIDENTIAL" FOR A ±1.7
ACRE PROJECT SITE LOCATED AT 3098 DE FOREST ROAD (APN 032-
171-036)

WHEREAS, on December 20, 2011, the Marina City Council adopted Resolution No. 2011-216, approving a Fee Agreement between the City of Marina and Community Housing Improvement Systems and Planning Association, Inc. (CHISPA) for provision of planning, engineering and City Attorney services related to review and processing of a proposed project for a three story, ±35,758 square foot building including 47 affordable age restricted housing units with a ±1,200 square foot community room on a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), and;

WHEREAS, entitlements requested include a General Plan Land Use Map amendment (GP 2012-01) to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential", and;

~~WHEREAS, on April 26, 2012, the Planning Commission of the City of Marina conducted a~~ duly noticed public hearing to consider General Plan Land Use Map amendment GP 2012-01 to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the April 26, 2012 meeting related to the proposed use, and adopted Resolution No. 2012-06, recommending that City Council consider approving GP 2012-01, and;

WHEREAS, on May 15, 2012, the City Council of the City of Marina conducted a duly noticed public hearing to consider General Plan Land Use Map amendment GP 2012-01 to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the May 15, 2012 meeting related to the proposed use, and;

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) an Initial Study and Mitigated Negative Declaration have been prepared to analyze and mitigate the project's potentially significant environmental impacts.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that it hereby approves General Plan Land Use Map amendment GP 2012-01 to change the land use designation from "Public Facilities-Civic" to "Multi-Family Residential" for a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), making the following findings:

FINDINGS

1. General Plan Land Use Map Amendment – The General Plan Land Use Map Amendment GP 2012-01 is not detrimental to the public health, safety or general welfare of the Marina community or the surrounding area and is consistent with the following General Plan Policies:

(a) City of Marina Housing Element 2008-2014

The Housing Element of the Marina General Plan identifies the Specific Plan Area in its inventory of vacant or underutilized infill parcels in Central Marina with residential development potential.

(b) Program 1.1 of the Housing Element requires that the City provide for a minimum of 27 acres that accommodate at least 20 units per site at a density of at least 20 units per acre within downtown Marina. The development of the site with 47 age restricted apartments at a density of 27 units per acre will realize this infill potential, address the need for affordable apartments for the elderly and help the City of Marina to achieve its Housing Element goals.

(c) Policy 2.4.8 calls for construction of a broad range of housing types to be permitted and promoted in order to provide greater housing choice and diversity.

(d) Policy 2.31.6 requires that new housing shall be constructed at densities and in patterns which conserve land, reduce reliance on the private automobile and result in walkable, attractive neighborhoods.

(e) Policy 2.4.5 requires that all land development, including that involving infilling of existing neighborhoods or commercial areas shall be organized and have sufficient intensity to help ensure the longer-term feasibility of public transit for work and other purposes, and to create a pedestrian-oriented community.

(f) Policy 3.3.8 requires that the City link existing and future areas of the City with an integrated system of roads, transit, footpaths and bikeways that connects neighborhoods, commercial areas, schools, parks, and other major community-serving destinations.

(g) Policy 3.34.6 directs that new development and redevelopment within the City of Marina should be designed with a network of streets to disperse traffic loads evenly and provide route options and direct travel for pedestrians and bicyclists.

(h) Policy 3.3.5 requires that the City ensure that walking and bicycling routes are integral parts of street design and form a safe and preferred transportation network.

(i) Policy 4.73.4 seeks to provide a pedestrian/bicycle link to residences south of Reservation Road via an extension of De Forest Road.

(j) Policy 3.34.1, the City's Pedestrian Network Map identifies this link as part of the City's future pedestrian network.

(k) Policy 3.35.1 requires that adequate bicycle parking shall be provided at all existing civic and recreational destinations, including comprehensive support facilities and in all new multi-family residential projects.

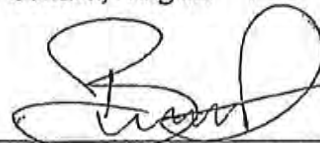
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of May 2012, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado

NOES: COUNCIL MEMBERS: None

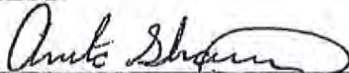
ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Anita Sharp, Acting Deputy City Clerk



CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

CERTIFICATE OF THE CITY CLERK

I, ANITA SHARP, ACTING DEPUTY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of City Council **Resolution No. 2012-76**, approving Specific Plan SP 2012-01 creating a document with design guidelines and development standards for a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), adopted by the City Council of the City of Marina at a adjourned regular meeting duly held on the 15TH day of May 2012 and that the original appears on record in the office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: May 22, 2012

Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2012-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING SPECIFIC PLAN SP 2012-01 FOR A ±1.7 ACRE PROJECT
SITE LOCATED AT 3098 DE FOREST ROAD (APN 032-171-036), SUBJECT
TO CONDITIONS

WHEREAS, on December 20, 2011, the Marina City Council adopted Resolution No. 2011-216, approving a Fee Agreement between the City of Marina and Community Housing Improvement Systems and Planning Association, Inc. (CHISPA) for provision of planning, engineering and City Attorney services related to review and processing of a proposed project for a three story, ±35,758 square foot building including 47 affordable age restricted housing units with a ±1,200 square foot community room on a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), and;

WHEREAS, the subject property is located within the boundary of the Downtown Vitalization Area and General Plan Policy 2.63.51 requires that, prior to approval of any development other than temporary projects/uses or projects already entitled to be built, a specific plan shall be prepared which legally establishes development, design, and infrastructure requirements in accordance with General Plan principles and policies, and;

WHEREAS, the Specific Plan has been prepared pursuant to Government Code Sections 65450-6547, and;

WHEREAS, on April 26, 2012, the Planning Commission of the City of Marina conducted a duly noticed public hearing to consider Specific Plan SP 2012-01 for a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the April 26, 2012 meeting related to the proposed use, and adopted Resolution No. 2012-08, recommending that City Council consider approving SP 2012-01, and;

WHEREAS, on May 15, 2012, the City Council of the City of Marina conducted a duly noticed public hearing to consider Specific Plan SP 2012-01, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the May 15, 2012 meeting related to the proposed use, and;

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA) an Initial Study and Mitigated Negative Declaration have been prepared to analyze and mitigate the project's potentially significant environmental impacts.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that it hereby approves Specific Plan SP 2012-01 for a ±1.7 acre project site located at 3098 De Forest Road (APN 032-171-036), making the following findings and subject to the following conditions of approval:

FINDINGS

1. Specific Plan -

The Specific Plan for the De Forest Avenue Apartments has been prepared in accordance with General Plan Policy 2.63.51 and with the requirements of the California Government Code, Sections 65450-

65457. These sections establish the Specific Plan as a legal mechanism which allows a particular area's development, design and infrastructure requirements to be established separately and to supersede any previously established zoning in a manner that is consistent with the goals, policies and implementation objectives of the City of Marina General Plan.

The Specific Plan for the De Forest Avenue Apartments is consistent with and furthers the goals, policies and implementation objectives of the Marina General Plan in that it provides details regarding the development of an infill site near the Marina transit exchange to develop the site in a manner that will enhance both the image and the fiscal base of the City of Marina.

CONDITIONS OF APPROVAL

1. Substantial Compliance - The project shall be accomplished in substantial compliance with the De Forest Apartments Specific Plan ("EXHIBIT A") attached to this resolution.
2. Permits - The applicant shall obtain all required building permits prior to initiating construction.
3. Indemnification - The applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of the project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of May 2012, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado

NOES: COUNCIL MEMBERS: None

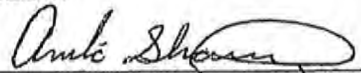
ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:


Anita Sharp, Acting Deputy City Clerk

Initial Study and Mitigated Negative Declaration

For

De Forest Apartments Senior Housing Project

March 19, 2012

Prepared By:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Contact: Justin Meek, Senior Planner
Phone: (831) 884-1200
jmeek@ci.marina.ca.us

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<u>IX. HYDROLOGY AND WATER QUALITY</u> - Would the project:	Potentially Significant Impact, even with Mitigation Incorporation	Less Than Significant Impact with Mitigation Incorporation	Less Than Significant Impact	No Impact
(i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response to IX(a): Would the project violate any water quality standards or waste discharge requirements?

Development anticipated under the Marina General Plan would entail construction activity, which could potentially have short-term, temporary adverse effects on surface water quality. This would represent a potentially significant impact associated with implementation of development anticipated under the General Plan.⁴⁴

The proposed project would result in development of affordable senior housing on the project site, which would introduce potential sources of urban pollutants (such as oils, heavy metals, pesticides, and fertilizers) into the storm drain system.

The federal Clean Water Act established the National Pollutant Discharge Elimination System (NPDES) program. The goal of the program is to control and reduce pollutants to water bodies from point and non-point source dischargers for both long term activities and short term (construction) activities. The California Water Resources Control Board (WRCB) implements the NPDES program statewide. The Central Coast Regional Water Quality Control Board (RWQCB) issues and enforces the NPDES permits for dischargers to water bodies in the portion of Monterey County that drain to the Monterey Bay.⁴⁵

The NPDES program requires that projects disturbing more than one acre of land are required to obtain a state NPDES general permit for storm water discharges for construction activity. The proposed project covers an area of ±1.7 acres and would likely result in the disturbance of more than one acre during construction activities. Therefore, the project applicant would be required to prepare a SWPPP to control runoff, erosion, and sedimentation from the site. As discussed in Response to VI(b), the SWPPP would include erosion control measures that are consistent with the NPDES General Construction Permit and the recommendations and policies of the City of Marina and RWQCB for discharges of storm water associated with construction activity.

⁴⁴ *Draft Environmental Impact Report on the Draft Marina General Plan* (Marina: Lamphier & Associates, 2000), page 5-12, second paragraph.

⁴⁵ *Mitigated Negative Declaration, Imjin Office Park General Plan Amendment and Re-Zone* (EMC Planning Group, Inc., September 16, 2005), page 37, second paragraph.

Compliance with this measure would ensure the proposed project would not violate any water quality standards or waste discharge requirements.

In addition, the City of Marina has produced in partnership with other municipalities on the Central Coast guidelines for implementing a Low Impact Development (LID) program. LID is a rapidly growing approach to stormwater management that offers the opportunity for communities to develop a comprehensive natural resource and water quality protection program. The LID program for the Central Coast is intended to help facilitate the transition to new requirements being developed by RWQCB for hydromodification control. As part of this program, the City of Marina would require the project applicant to implement site planning control measures, source control measures, and runoff volume reduction measures. Furthermore, pursuant to Section 16.06.150 of the Marina Municipal Code and the City's Design Standards, the project site would have to retain 100% of runoff during a 100-year storm event. Therefore, this would be considered a less than significant impact.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to IX(b): **Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Water that serves the City of Marina is pumped from wells. The groundwater supply in the Planning Area is replenished through recharge of the basin via the Salinas River and the desalination plant. No imported water sources are available and water supplies are limited to the watershed and the Salinas Valley Groundwater Basin.

The agricultural industry is the principal user of the Basin's groundwater, which in 2010 pumped approximately 416,000 acre-feet (AF) or roughly 90 percent of all extracted groundwater. Urban users pumped approximately 44,000 AF, of which 1,765 AF was extracted for use in the City of Marina.⁴⁶ The dependence on groundwater and the growth in the demand for water by agricultural and urban users has put a strain on groundwater resources in the Salinas Valley Groundwater Basin and seawater intrusion has occurred in portions of the 180' and 400' aquifers that border the Monterey Bay coastline.

The City's potable water supply is provided by the Marina Coast Water District (MCWD). The MCWD has allocated a finite quantity of groundwater to the City of

⁴⁶ 2010 Ground Water Summary Report (Monterey County Water Resources Agency, June 2011), page 3, Table 2 Total Extraction Data by Hydrologic Subarea and Type of Use.

Marina for future development. In accordance with Policy 3.45 of the City of Marina General Plan, the City will not permit new development requiring water allocations in excess of available supply.

The MCWD has water use factors for various land use categories, which are used to estimate the water demand. Both the Urban Water Management Plan⁴⁷ and MCWD Ordinance 37⁴⁸ were used to estimate the water demand for the proposed project. To estimate the potential water demand for the proposed project, the following assumptions were made regarding land uses:

- **Residential Use.** The proposed project would result in the development of 47 units on ±1.7 acres, for a density of roughly 27.7 units per acre. Based on Table 3.3 of the Urban Water Management Plan, residential units with a density greater than 15 units per acre would have a use factor of 0.25 acre-feet per annum (AFA) per dwelling unit (DU) for interior and exterior water demand.
- **Community Center.** Attached to the proposed apartment building would be a 1,200 square-foot community center. The MCWD does not have a water demand factor for a “community center” land use. The closest land use categories are “other commercial” and “institutional”, which both have the same demand factor of 0.0003 AFA per square-foot (sf).
- **Landscaping.** The site plan for the proposed project indicates that roughly 40 percent of the site is developed with buildings or other impervious surfaces (i.e., parking lot paving). The remaining 60 percent (1.06 acres) would be landscaped.

The estimated water demand for the proposed project is summarized in Table 4. Based on the above assumptions, the estimated water use upon project buildout is approximately 14.33 AFA.

Land Use	Units	Water Use Factor	Total Water Demand (AFA)
Residential	47 DU	0.25 AFA/DU	11.75
Community Center	1,200 sf	0.0003 AFA/sf	0.36
Landscaping	1.06 acres	2.1 AFA/acre	2.22
Total Water Demand			14.33

According to the MCWD, the existing water demand in central Marina is approximately 2,300 to 2,400 AFA (Personal communication with Brian True, Capital Projects Manager, MCWD on January 5, 2012). The estimated water demand of approximately 14.33 AFA combined with the existing water demand of approximately 2,400 AFA would not exceed MCWD’s current allocation for central Marina of 3,020 AFA.

⁴⁷ *Marina Coast Water District Urban Water Management Plan* (Byron Buck & Associates, December 2005), page 3-8, Table 3-3.

⁴⁸ Ordinance 37 http://www.mcwd.org/code_app_c_watercapacity.html (visited on January 4, 2012)

According to the City of Marina General Plan (2000), buildout of the planning area, which included development of the project site, would increase the potable water demand by 5,470 AFA in the year 2020.

The water demand associated with the proposed project represents an increase in the existing water demand for central Marina of approximately 0.6 percent and represents approximately 0.3 percent of the total estimated water demand for future development as estimated in General Plan buildout. Although, the proposed project would increase water use at the project site, the proposed project would not substantially decrease the existing groundwater supplies or substantially reduce groundwater recharge since the site and its surroundings are already developed. However, prior to issuance of building permit for the proposed project, the City of Marina and Marina Coast Water District would require the final improvement plans to include water conservation measures to ensure minimal water usage occurs in accordance with Policy 3.53 of the City of Marina General Plan⁴⁹ and the MCWD's Urban Water Management Plan. Therefore, the impact on groundwater resources would be considered a less than significant impact.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to IX(c): Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?

The proposed development of the project site would result in grading and re-contouring in association with the creation of the buildings pads and related parking and landscape areas. The grading would not result in significant alterations to the existing drainage pattern, because a majority of the project site is relatively flat. The soils found on the project site are comparatively well drained due to the sandiness of the soil. In addition, General Plan policy 4.124.1⁵⁰ requires erosion control and landscape plans for all new

⁴⁹ General Plan policy 3.53 states that the City of Marina, in conjunction with MCWD, shall continue to promote and require water-saving devices. Specifically the following measures shall be required: (1) All new multi-family units shall be required to install water meters for each unit; (2) A study shall be undertaken to determine the feasibility of requiring separate metering of spaces within new commercial and industrial buildings and existing duplexes, triplexes, and other multi-family structures. Metering shall be required if found to be physically and economically feasible; (3) All new construction shall use low-flow water fixtures and ultra-low-flush toilets. The MCWD and the City of Marina should continue to require that all existing residential units and commercial properties be retrofitted with low-flow fixtures upon resale; and (4) The City shall support MCWD rebate programs to replace older, more water-consumptive fixtures.

⁵⁰ General Plan policy 4.124.1 states that the City shall continue to require erosion-control and landscape plans for all new subdivisions or major projects on sites with potentially high erosion potential. Such plans should be prepared by a licensed civil engineer or other appropriately certified professional and approved by the City Public Works Director prior to issuance of a grading permit. All erosion control plans shall incorporate Best Management Practices to protect water quality and minimize water quality impacts and shall include a schedule for the completion of erosion and sediment-control structures, which

<u>XVII. UTILITIES AND SERVICE SYSTEMS</u> - Would the project:	<u>Potentially Significant Impact, even with Mitigation Incorporation</u>	<u>Less Than Significant Impact with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
(a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response to XVII(a): Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

According to the City of Marina General Plan, wastewater treatment for the City of Marina Plan Area is provided by the Monterey Regional Water Pollution Control Agency (MRWPCA). MRWPCA member communities are Pacific Grove, Monterey, Del Rey Oaks, Seaside, Sand City, Fort Ord, Marina, Castroville, Moss Landing, Boronda, Salinas and some unincorporated areas in northern Monterey County.

MRWPCA operates the regional wastewater treatment plant located two miles north of Marina. It also maintains 25 pump stations connected to the treatment plant. Secondary treatment discharge is 2 miles into Monterey Bay. In addition, MRWPCA operates the water recycling facility at the Regional Treatment Plant and manages the distribution system under contract from the Monterey County Water Resources Agency. Sixty percent of incoming wastewater is recycled. The treatment and distribution of recycled water is paid for by Salinas Valley agricultural growers and property owners. The recycling operations provide irrigation water to 12,000 acres of Castroville farmland.

The MRWPCA treatment plant has a design capacity of 29.6 million gallons per day (mgd) average dry weather flow and is currently receiving average flows of 20.0 mgd, down from 22.0 mgd in 1998. The plant presently serves 240,000 people and has sufficient capacity to accommodate AMBAG's projected growth in MRWPCA's service area until at least the year 2020 before plant expansion would be required (Personal communication with Garrett Haertle, P.E., Compliance Engineer, MRWPCA on February 9, 2012).

The proposed project would not result in a need for new systems or supplies or substantial alterations to power and natural gas, communications, or distribution facilities, sewer, stormwater drainage, solid waste disposal or water supplies, which will continue to be provided by the existing service providers.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to XVII(b): Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

See response to XVII(a), above, for a discussion of wastewater treatment facilities. As discussed in response to IX(b), the proposed project would increase water demand by approximately 14.33 acre-feet per annum (AFA).

The Marina Coast Water District (MCWD) provides potable water service to all residential, commercial, industrial, and environmental and fire protection uses within the City of Marina. In addition to potable groundwater, MCWD's available water supply is likely to be augmented by desalinized water and/or reclaimed water as identified in its Regional Urban Water Augmentation Plan project.

MCWD owns a seawater desalination plant located at the end of Reservation Road between Dunes Drive and the Monterey Bay that is presently not in operation. The desalination plant has a production capacity of about 0.27 mgd or 300 AFA, assuming an

on-line factor of 90 percent (Marina Coast Water District, *2001 Urban Water Management Plan*, December 5, 2001).

According to the MCWD, the existing water facilities have adequate capacity to accommodate the increased water demand associated with the proposed project. The MCWD currently allocates 3,020 AFA for water use in central Marina, which is where the project site is located. According to MCWD, the current demand in central Marina ranges from approximately 2,300 to 2,400 AFA. Conservatively, this leaves approximately 620 AFA (or approximately 21 percent) available for new development within central Marina. Since the existing water demand exceeds 65 percent of the remaining available allotment for central Marina, the project applicant would be required to request a "Provision of Service" letter from the MCWD in accordance with Policy 3.48.5 of the City of Marina General Plan. MCWD Ordinance 37 requires that all project applicant(s) for new residential development pay all applicable water fees, which include, but are not limited to: capacity charges, water connection fees, plan review fees, water permit fees, and backflow/cross connection control fees. These fees would contribute toward future improvements of existing water facilities.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to XVII(c): Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The proposed project would increase the amount of impervious surfaces on the project site. According to the City's General Plan, Marina's existing storm water facilities are adequate to accommodate growth from infill opportunities. The City of Marina Ordinance 78-5 and Chapter 15.36.020 of the City of Marina Municipal Code require that project applicants submit necessary improvement plans for review and approval by the City of Marina prior to issuance of building permits, and install improvements prior to final signing of building permits. In addition, as discussed in Response to IX(a), onsite drainage facilities would be required to retain 100% of runoff during a 100-year storm event.

Policy 3.57.2 of the City of Marina General Plan requires that stormwater runoff from large paved areas used by vehicles be pretreated using primary settlement structures, routing through settlement ponds, or routing through adequately long natural swales or slopes.⁶⁸ In addition, all development plans shall conform to the requirements of the

⁶⁸ General Plan policy 3.57.2 states that to avoid problems related to storm water drainage, pretreatment of storm water runoff from roads, large parking areas, and other extensive paved areas used by vehicles shall be provided using appropriate means such as primary settlement structures, routing through settlement ponds, or routing through adequately long natural swales or slopes. In addition, all development plans shall conform to the requirements of the City's National Pollution Discharge Elimination System permit and

City's National Pollution Discharge Elimination System (NPDES) permit, ordinances, and Best Management Practices (BMPs) to effectively prevent the discharge of pollutants in stormwater runoff. Therefore, the proposed project will not require construction of new storm water drainage facilities.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to XVII(d): Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

See response to XVII(b), above.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to XVII(e): Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See response to XVII(a), above.

Impact: Less than significant impact.

Mitigation Measure: None.

Response to XVII(f): Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

The proposed project would result in an increase in population of approximately 131 persons within the Monterey Regional Waste Management District's (MRWMD) service area. Based on a solid waste generation rate of 1.28 tons per person per year, the proposed project would generate approximately 168 tons of solid waste per year. The MRWMD 475-acre landfill receives approximately 225,000 tons of solid waste per year and has a total capacity of 42 million tons, with an available refuse capacity of 34 million tons. According to the City of Marina General Plan, the existing MRWMD landfill has

City ordinances, and all subdivisions and new commercial/industrial development shall identify Best Management Practices (BMP's) appropriate or applicable to uses conducted onsite to effectively prevent the discharge of pollutants in storm water runoff.

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION AND PLAT MAP

PARCEL ONE:

PORTIONS OF LOTS 11 AND 48 AS SAID LOTS ARE SHOWN AND SO DESIGNATED UPON THE MAP ENTITLED "MAP OF LOCKE-PADDON SUBDIVISION OF MONTEREY CITY LANDS" FILED FOR RECORD JUNE 7, 1915 IN VOLUME 2 OF "MAPS AND GRANTS (OUTSIDE LANDS)" AT PAGE 10, RECORDS OF MONTEREY COUNTY, CALIFORNIA; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE BOUNDARY COMMON TO LOTS 10 AND 11 OF SAID LOCKE-PADDON SUBDIVISION, AND FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT 11 BEARS NORTH 30 DEGREES 18'20" EAST, 496.39 FEET DISTANT; THENCE FROM POINT OF BEGINNING, RUN ALONG THE BEFORE MENTIONED BOUNDARY COMMON TO LOTS 10 AND 11;

(1) SOUTH 30 DEGREES 18'20" WEST, 255.54 FEET TO THE CORNER COMMON TO LOTS 10, 11, 48 AND 49 OF SAID MAP; THENCE ALONG THE BOUNDARY COMMON TO LOTS 48 AND 49

(2) SOUTH 30 DEGREES 18'20" WEST, 60 FEET; THENCE LEAVING SAID COMMON BOUNDARY

(3) SOUTH 59 DEGREES 32'30" EAST, 20.80 FEET; THENCE

(4) NORTH 30 DEGREES 18'20" EAST, 60.00 FEET TO THE BOUNDARY COMMON TO LOTS 11 AND 48; THENCE ALONG SAID BOUNDARY

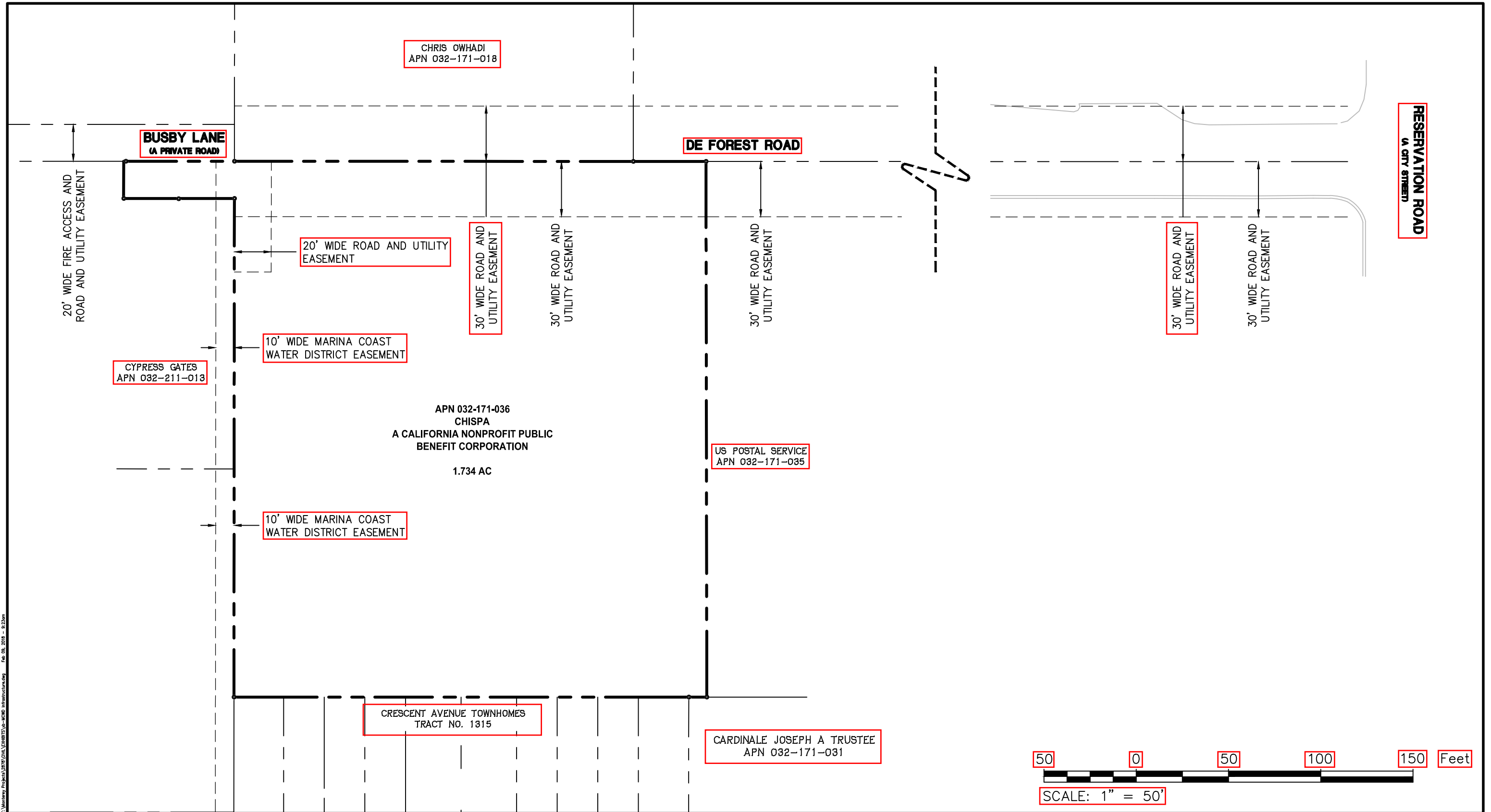
(5) SOUTH 59 DEGREES 32'30" EAST, 270.39 FEET TO THE CORNER COMMON TO LOTS 11, 12, 47, AND 48; THENCE ALONG THE BOUNDARY COMMON TO LOTS 11 AND 12

(6) NORTH 30 DEGREES 21 '32" EAST, 256.29 FEET; THENCE

(7) NORTH 59 DEGREES 41'40" WEST, 291.43 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A TRIP OF LAND 30 FEET IN WIDTH, BEING A PORTION OF THE BEFORE MENTIONED LOT 10 AND LYING NORTHWESTERLY FROM AND CONTIGUOUS WITH COURSE NUMBERED (1) OF THE GRANT DEEDS RECORDED OCTOBER 14, 1987 IN REEL 2156, PAGES 474 AND 477 OF OFFICIAL RECORDS.



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EXHIBIT C

MAP OF DEVELOPMENT

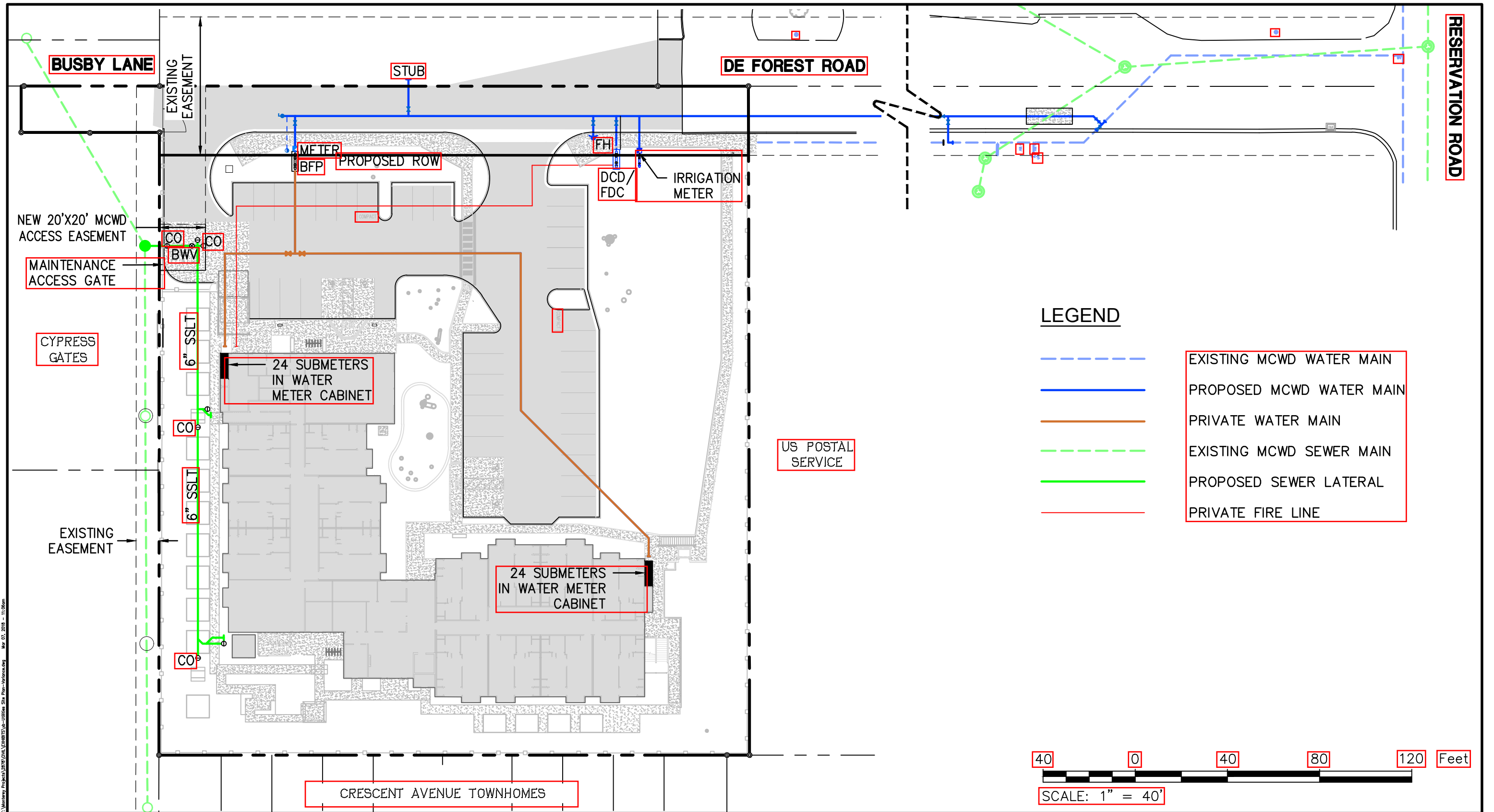


EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS **for Infrastructure Agreements**

1. Workers' Compensation and Employer's Liability Insurance –

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

“Claim” - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

3. Indemnification - To the fullest extent permitted by law, the Developer will require every Contractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any claim arising out of, resulting from, or relating in any way to a violation of any

governmental law or regulation, compliance with which is the responsibility of the Contractor;

- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

The Developer will require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will require their Contractor to reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

4. Commercial General Liability and Automobile Liability Insurance - The Developer will require their Contractor to provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general

aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability*** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion,

collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

6. Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

7. Munitions and Explosives Coverage (MEC) - The Developer will require their Contractor to maintain insurance that includes coverage for services and work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Contractor related in any way to work performed by it on behalf of the Marina Coast Water District.

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

9. Waiver of Rights of Subrogation - The Developer will require their Contractor's insurer to waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

10. Evidences of Insurance - Prior to the commencement of construction activities under this Agreement, the Developer will require their Contractor to file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer will require their Contractor, upon demand of the District, to deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Management Services Administrator

11. Sub-Contractors' Required Insurance Requirements - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.

EXHIBIT E

LICENSE, EASEMENT, AND CONVEYANCE AGREEMENT

EXHIBIT E

Recording requested by and
when recorded, mail to:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

THIS SPACE FOR RECORDER'S USE ONLY

The undersigned grantor declares:

Documentary Transfer Tax exempt
Pursuant to Section 11922 of the
Revenue and Taxation Code; Exempt
from Recording Fees under Government
Code Section 27383

LICENSE, EASEMENT, AND CONVEYANCE AGREEMENT

This License, Easement, and Conveyance Agreement (“License Agreement”), dated this _
_____ day of _____, 2018, is made by JUNSAY OAKS L.P., a California
limited partnership, (“Grantor”) in favor of MARINA COAST WATER DISTRICT, a county
water district and political subdivision of the State of California (“Grantee” or “MCWD”).

A. Grantor and Grantee have entered into a “Water, Sewer and Recycled Water
Infrastructure and Service Agreement for Junsay Oaks Senior Apartments” (“Infrastructure
Agreement”), dated _____, 2018. The Infrastructure Agreement provides, among
other things, that Grantor and Grantee will execute and record an instrument in the form of this
License Agreement in connection with Grantor’s request to be relieved from compliance with
MCWD’s Code Section 3.36.060, relating to individual water metering requirements.

B. Grantor and Grantee intend by this License Agreement for Grantor to grant an
irrevocable license coupled with an interest to Grantee for access to certain described areas
containing water submeters and appurtenances.

C. Grantor and Grantee intend by this License Agreement to provide terms for the
license granted herein to become perpetual easements on the occurrence of specified conditions,
along with a transfer of certain water infrastructure as specified herein.

D. Grantee desires to receive easements and licenses over said land as provided
herein and Grantor has agreed to grant to Grantee as set forth in further detail herein.

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of License**. Grantor hereby grants and conveys to Grantee, its successors and assigns, a license for the purposes of inspecting water submeters and exterior cabinet boxes containing the submeters and the connections of the submeters to water lines, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on **Attachment A** attached hereto (the "Property"), Property in the locations shown on **Attachment B** hereto as "Map of Development," together with the right to enter upon and to pass and re-pass over and along the Property for unimpeded access to water submeters located on the Property (the "License"). This License shall be irrevocable and coupled with Grantee's interest in providing water service to Grantor and residents on the Property. Grantee agrees to coordinate its activities with Grantor and Grantor's tenants to minimize any inconvenience to or interruption of the use or operation of the Property including, but not limited to, providing reasonable notice prior to all activities which may interrupt the use or operation of the Property or interfere with the privacy of Grantor's tenants.

2. **Conversion of License to Easements and Conveyance of Facilities**. Grantor and Grantee agree that if, within 45 days after receipt of written notice of a condition listed in Paragraph 2.1, the Grantor fails to correct the condition to the reasonable satisfaction of Grantee, Grantee may give Grantor written notice of failure to correct the condition. If Grantor thereafter fails to correct the condition or to appeal as provided in the District Code within 10 days after receipt of a written notice of failure to correct a condition, Grantor shall dedicate to Grantee, free and clear of all liens or other encumbrances, all easements, internal water transmission pipelines and any sub-meters, together with any other incidental facilities necessary to provide water service to the Property, as identified in the Map of Development, attached hereto and incorporated herein as **Attachment B**. In addition to the transfer of infrastructure to MCWD, all existing and/or future tenants at the Property shall establish a direct account with MCWD and become MCWD customers.

2.1 **Conditions for Conversion and Conveyance**.

- (a) Failure to timely make the payment of any amount billed by MCWD;
- (b) Failure to provide Grantee access as set forth in this Agreement, whether to Grantor's internal water system pipelines or water cabinets;
- (c) Failure to maintain backflow prevention devices;
- (d) Failure to maintain or repair any pipelines between a backflow prevention device and sub-meter water cabinets;
- (e) Failure to maintain or repair any sub-meters;
- (f) Failure to provide annual reports regarding the testing of the sub-meters for accuracy;
- (g) Failure to provide monthly reporting of sub-meter readings to MCWD;

(h) Failure to comply with the conditions regarding submeters, as described in Attachment C, attached hereto and incorporated herein.

2.2 **Right of Appeal.** Any finding by MCWD with regards to the failure of Grantor to satisfy any of the conditions in Paragraph 2.1 shall be subject to the appeals process MCWD Code 2.08.030.

2.3 **Conversion and Dedication.** After the expiration of any appeal period, or after a decision denying Grantor's appeal request by MCWD's Board of Directors, whichever is later, Grantor shall execute a Bill of Sale, in a form substantially similar as set forth in **Attachment D**, attached hereto and incorporated herein, dedicating all of Grantor's rights, title and interest in Grantor's internal water distribution system to MCWD. In addition, Grantor shall execute and convey to MCWD a permanent easement, in a form substantially similar as that set forth in **Attachment E** for those areas covered by this License Agreement.

3. **Right of Use.** Grantor retains ownership and shall have the right to use the surface area of the Property. Grantor shall not engage in activities that unreasonably interfere with Grantee's exercise of Grantee's rights under this License. In exercising rights under the License, except in case of imminent endangerment to human health or the environment or the facilities, Grantee shall give the Grantor, or the then record owner, reasonable prior notice before performing any physical work on the Property.

4. **Indemnity.** Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to Grantee's use of the License granted hereby, except to the extent such claim, damage or expense is caused by the negligent acts or omissions of Grantor or its agents or employees. Grantor shall indemnify, defend and hold the Grantee harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantor, its agents and employees with respect to Grantor's provision of water service to its tenants via Grantor's internal water distribution system, for so long as Grantor is the owner of said system.

5. **Attorneys' Fees.** If any party employs counsel to enforce or interpret this License Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal and/or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

6. **Interpretation.** This License Agreement has been negotiated at arm's length and each party has been represented or has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each party hereby waives any benefit under any

rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this License Agreement against the party drafting it.

7. **Successors.** Except as provided to the contrary in this Licensing Agreement, this License Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

8. **Integrated Agreement; Modifications.** This License Agreement contains all the agreements of the parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this License Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties upon which any party is relying upon in entering this License Agreement that are not fully expressed herein.

9. **Severability.** If any term or provision of this License Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this License Agreement, any such provision shall be not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this License Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the parties as expressed herein.

10. **Notices.** Any delivery of this License Agreement, notice, modification of this License Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, transmitted by facsimile or by nationally recognized overnight delivery service (i.e., Federal Express) or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To District: Marina Coast Water District
Attn: General Manager
11 Reservation Road
Marina, California 93933

To Developer: Junsay Oaks L.P.
Attn: Norman V. Kolpin, CFO
295 Main St., Suite 100
Salinas, CA 93901

Any such communication shall be deemed effective upon personal delivery, sender's confirmation of receipt of notice transmitted by facsimile, two (2) days after transmitting the notice by a nationally recognized overnight delivery service or three (3) days after mailing in accordance with this section. Any party may change its address by notice to the other party.

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice and shall acknowledge receipt of notice if required by sending party.

11. **Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this License Agreement.

12. **Waivers.** Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

13. **Signatures/Counterparts.** This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This License Agreement shall not be effective until the parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this License Agreement.

14. **Joint & Several Liability.** To the extent any party consists of more than one person, each constituent person of such party shall be jointly and severally liable for the performance or satisfaction of such party's obligations under this License Agreement.

15. **Representation on Authority of Parties.** Each person signing this License Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this License Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the License Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acknowledged and agreed on this, the ___th day of March, 2018.

GRANTOR:

JUNSAY OAKS L.P., a California limited partnership

By: _____
Norman V. Kolpin, CFO

GRANTEE:

MARINA COAST WATER DISTRICT, a county water district

By: _____
Name:
Title: President

By: _____
Name:
Title: Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT A

Legal Description and Plat Map

ATTACHMENT A

LEGAL DESCRIPTION AND PLAT MAP

PARCEL ONE:

PORTIONS OF LOTS 11 AND 48 AS SAID LOTS ARE SHOWN AND SO DESIGNATED UPON THE MAP ENTITLED "MAP OF LOCKE-PADDON SUBDIVISION OF MONTEREY CITY LANDS" FILED FOR RECORD JUNE 7, 1915 IN VOLUME 2 OF "MAPS AND GRANTS (OUTSIDE LANDS)" AT PAGE 10, RECORDS OF MONTEREY COUNTY, CALIFORNIA; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE BOUNDARY COMMON TO LOTS 10 AND 11 OF SAID LOCKE-PADDON SUBDIVISION, AND FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT 11 BEARS NORTH 30 DEGREES 18'20" EAST, 496.39 FEET DISTANT; THENCE FROM POINT OF BEGINNING, RUN ALONG THE BEFORE MENTIONED BOUNDARY COMMON TO LOTS 10 AND 11;

(1) SOUTH 30 DEGREES 18'20" WEST, 255.54 FEET TO THE CORNER COMMON TO LOTS 10, 11, 48 AND 49 OF SAID MAP; THENCE ALONG THE BOUNDARY COMMON TO LOTS 48 AND 49

(2) SOUTH 30 DEGREES 18'20" WEST, 60 FEET; THENCE LEAVING SAID COMMON BOUNDARY

(3) SOUTH 59 DEGREES 32'30" EAST, 20.80 FEET; THENCE

(4) NORTH 30 DEGREES 18'20" EAST, 60.00 FEET TO THE BOUNDARY COMMON TO LOTS 11 AND 48; THENCE ALONG SAID BOUNDARY

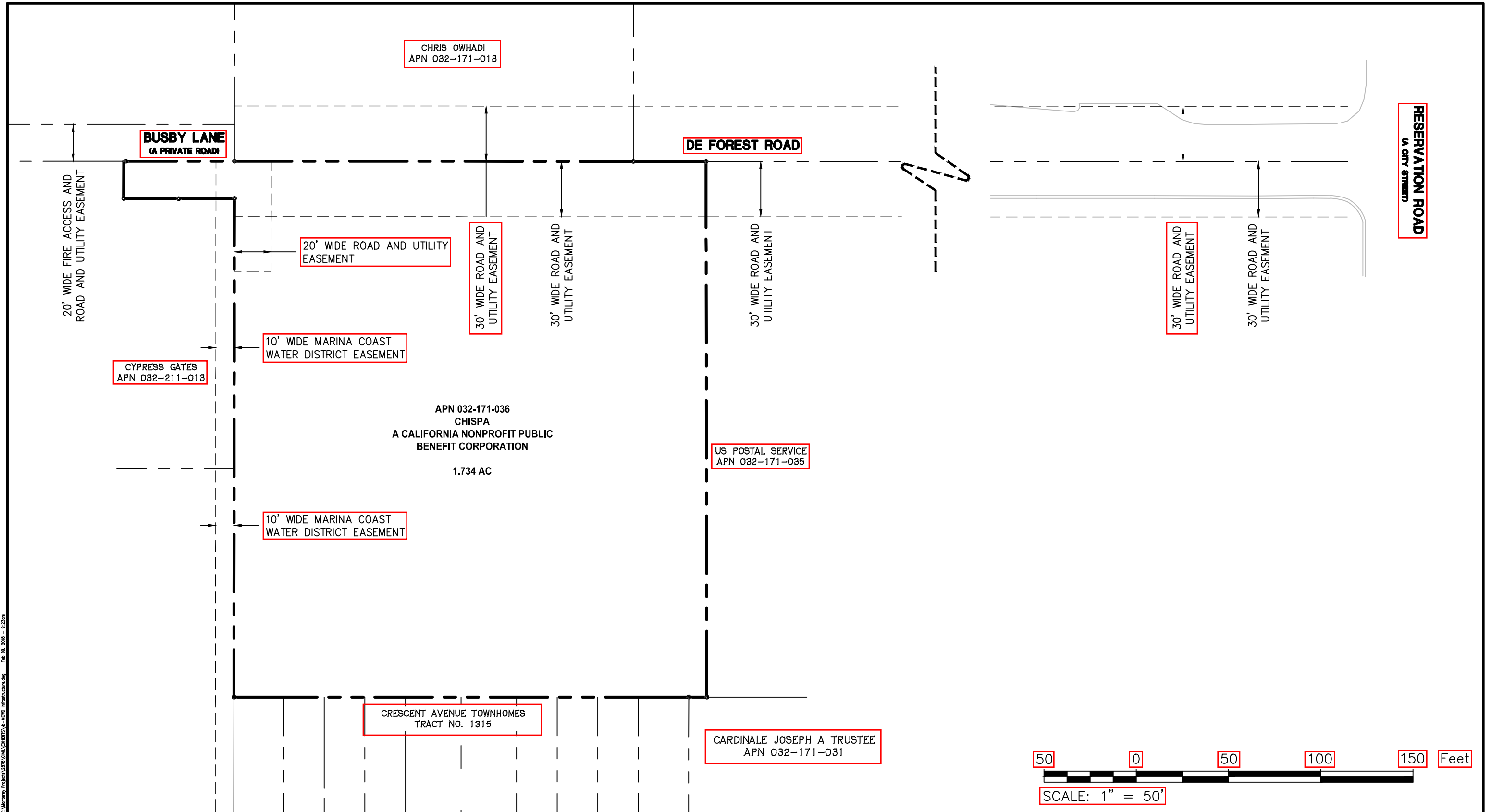
(5) SOUTH 59 DEGREES 32'30" EAST, 270.39 FEET TO THE CORNER COMMON TO LOTS 11, 12, 47, AND 48; THENCE ALONG THE BOUNDARY COMMON TO LOTS 11 AND 12

(6) NORTH 30 DEGREES 21 '32" EAST, 256.29 FEET; THENCE

(7) NORTH 59 DEGREES 41'40" WEST, 291.43 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A TRIP OF LAND 30 FEET IN WIDTH, BEING A PORTION OF THE BEFORE MENTIONED LOT 10 AND LYING NORTHWESTERLY FROM AND CONTIGUOUS WITH COURSE NUMBERED (1) OF THE GRANT DEEDS RECORDED OCTOBER 14, 1987 IN REEL 2156, PAGES 474 AND 477 OF OFFICIAL RECORDS.



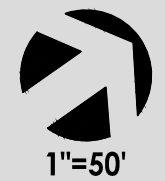
I:\Monterey Project\2878\Draw\External\15-4030_Information.dwg Feb 09, 2018 8:25am

PLAT MAP
JUNSAY OAKS
 MARINA, CALIFORNIA

Whitson Engineers
 6 Harris Court | Monterey, CA 93940 | 831 649-5225 | F 831 373-5065
 CIVIL ENGINEERING ■ LAND SURVEYING ■ PROJECT MANAGEMENT | www.whitsonengineers.com
 Project No.: 2878.00

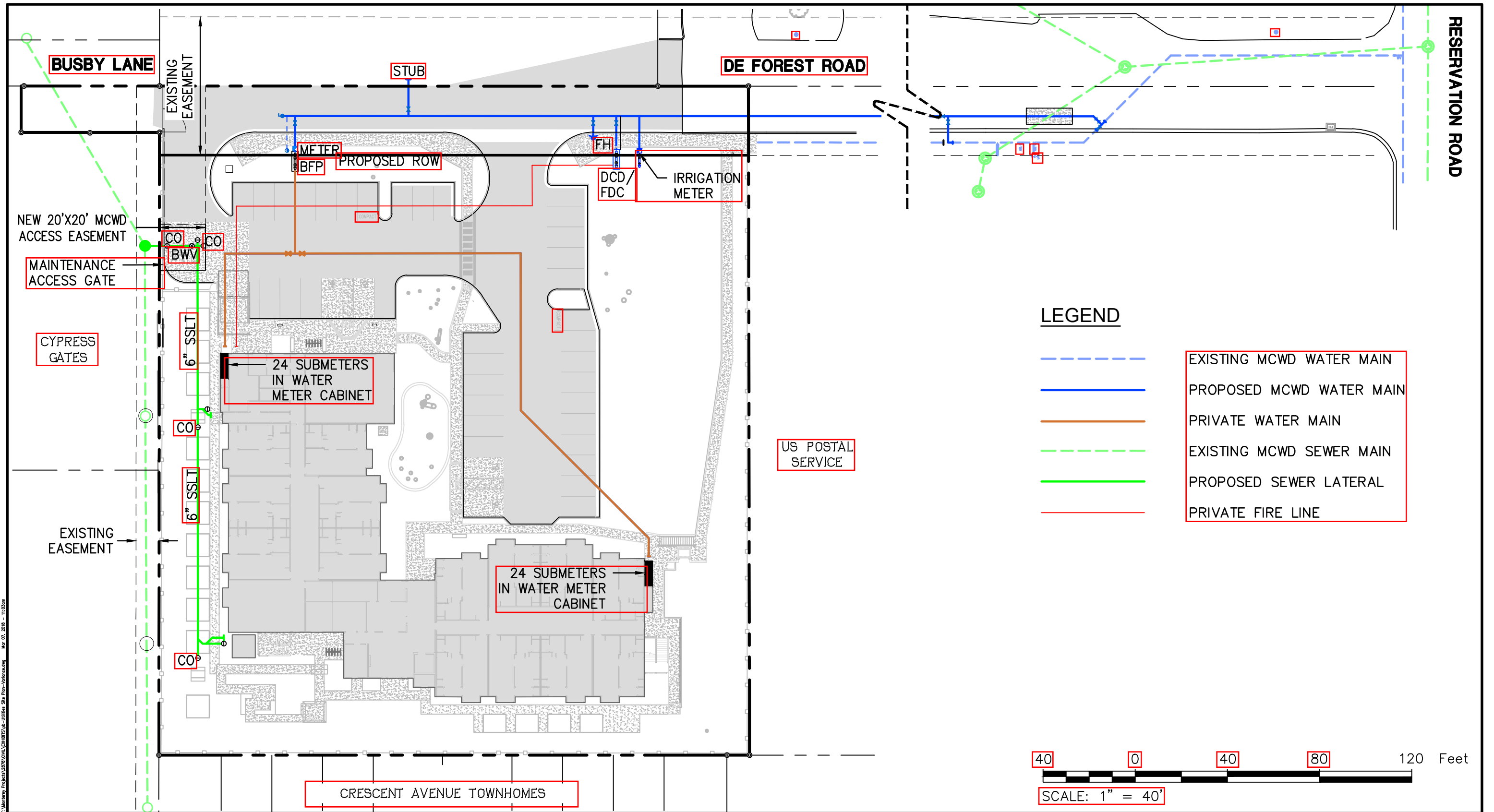


FEB 9, 2018
 Sheet 1 of 1



ATTACHMENT B

Map of Development and Water Meter Cabinet Location



I:\Monterey Project\2878\DWG\2878-01.dwg, Existing\Site Plan - Watermain.dwg Mar 07, 2018 - 11:05am

ATTACHMENT C

Submeter Standards

Attachment C – Submeter Standards

In operating and maintaining its internal water system, including submeters, Grantor shall comply at all times with Section 1954.201 through 1954.219 of Title 5 of Part 4 of Division 3 of the Civil Code during the time Grantor maintains responsibility for the on-site sub-meter facilities.

The submeter shall be inspected, tested, and verified for commercial purposes pursuant to law, including, but not limited to, Section 12107 of the Business and Professions Code and to the California Uniform Plumbing Code. The submeter shall be reinspected and recalibrated within the time limits specified in law or regulation.

The Grantor shall test submeters annually on or before June 1 and shall provide test results to MCWD certifying that the submeters are functioning in accordance with the MCWD's standards. If the Grantor fails to provide test results and certification by June 30 of any year, MCWD may test the submeters at the Grantor's cost plus twenty percent of the cost as administrative overhead.

In addition, Grantor shall provide to MCWD evidence of compliance with the above, including maintenance records, monthly reading of the water submeters and monthly reporting of submeter readings to MCWD in a format and manner approved by MCWD.

During that time which Grantor has responsibility for submetered water facilities, MCWD will bill the Grantor and the Grantor shall pay MCWD for water service provided by MCWD to the Property. Readings from the Master water meter shall be used to calculate amounts due to MCWD for water service to the Project.

If either the Grantor or MCWD discovers a discrepancy between any reading from the Master meter and the aggregated readings of the submeters for the same period of time, the party who discovers the discrepancy shall report it to the other party within thirty days after discovery. The Grantor and MCWD shall thereafter meet and confer within ten days to determine within sixty days after discovery the cause(s) of the discrepancy and the ways and means to prevent recurrence of the discrepancy. MCWD will implement corrections involving the Master meter. The Grantor will implement corrections involving submeters. If the Grantor fails to implement a correction within thirty days after the parties have identified a correction, MCWD may implement the correction at the Grantor's cost plus twenty percent of the cost as administrative overhead.

The Grantor shall provide current contact information including address, telephone number and email address, for residents of the Project to MCWD within ten days after a change in occupancy for any residential unit in the Project.

ATTACHMENT D

Bill of Sale

ATTACHMENT D

BILL OF SALE

WATER SYSTEM FACILITIES – Describe Potable Water Infrastructure

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Applicant for water service does hereby transfer and convey to the Marina Coast Water District (District), a County Water District organized under the laws of the State of California, and its successors and assigns, all right, title, and interest in and to the water installation, including mains, hydrants, laterals, valves, PRV's, and other appurtenances to said water installation, constructed and installed in accepted and recorded easements per approved plans dated MONTH, YEAR, DEVELOPMENT NAME AND PROJECT TITLE FROM PLAN SHEETS, SHEET NUMBERS, and further warrants that the same is free and clear of any encumbrances and claims. The fair market value of the water system transferred to the District is \$_____.

This Bill of Sale is in accordance with and subject to the Infrastructure Agreement dated _____ between DEVELOPMENT ENTITY and Marina Coast Water District. DEVELOPMENT ENTITY represents and warrants that, to the knowledge of DEVELOPMENT ENTITY, its members, officers, and employees, DEVELOPMENT ENTITY has title to and the legal right to transfer and dispose of the facilities being transferred. Plan sheets described above comprise "Exhibit A" attached hereto:

SIGNATURE OF DEVELOPMENT ENTITY:

I. A DEVELOPMENT ENTITY,
A California limited liability company,

By: SUBSIDIARY DEVELOPMENT ENTITY,
A California limited liability company,

By: _____
Name, title

By: SUBSIDIARY DEVELOPMENT ENTITY,
A California limited liability company, as a member,

By: SUBSIDIARY DEVELOPMENT ENTITY,
a California Corporation, as its managing member,

By: _____
Its: _____

By: _____
Its: _____

CERTIFICATE OF ACCEPTANCE

As per Resolution No. 200X-XX as set forth in the minutes of a meeting of the Board of Directors of the Marina Coast Water District held on DATE , the above Bill of Sale for Sewer System and Water System Facilities, dated _____, is hereby accepted by order of the Board of Directors of the Marina Coast Water District, a County Water District organized under the laws of the State of California.

Date of Acceptance _____.

By: _____
General Manager
MARINA COAST WATER DISTRICT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 2016, before me, Paula Riso, a Notary Public, personally appeared Keith Van Der Maaten, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which the person acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

ATTACHMENT E

Easement

ATTACHMENT E

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

(Space Above For Recorder's Use)

The undersigned grantor declares:
Documentary Transfer Tax exempt
Pursuant to Section 11932 of the Revenue and Taxation Code –
Transfer to a Public Entity

GRANT OF EASEMENTS

This Grant of Easements, dated this ___ day of _____, 20___, is made by JUNSAY OAKS L.P., a California limited partnership,, (“Grantor”) hereby grants and conveys to MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California (“Grantee”), and its successors and assigns, a perpetual non-exclusive easement and right-of-way for sewer, water, and reclaimed water pipelines and appurtenant facilities for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use water, reclaimed water or sewer pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described.

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Monterey, State of California, described in Exhibit “A” and depicted in Exhibit “B” (collectively referred to herein as the “Easement Area”) both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area for the construction, operation and maintenance of the facilities to be constructed in the Easement Area by Grantee or its successors and assigns, its officers, agents and employees, and by persons under contract with Grantee or its successors and assigns.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee; provided, however, that no streets, alleys, roadways, concrete work of any nature, fences, block walls, storm water facilities, or other structures or other improvements of any nature shall be

constructed upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee. Grantee does hereby agree that it will not unreasonably withhold such consent.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on, over or under the surface of the ground of the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities located within the Easement Area without first obtaining the prior written consent of Grantee. Grantee does agree that it will not unreasonably withhold such consent. It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, concrete work of any nature, storm water facilities, or other plantings, structures or improvements of any nature situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area. Furthermore, to the extent Grantee is required to demolish or remove any of Grantor's improvements set forth above, Grantor shall be responsible for any and all costs associated with the demolition or removal, in addition to any costs and required actions to repair or replace said improvements, without limitation.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, if Grantee in its sole discretion consents in writing to such relocation, shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs.

The Grantor and persons or concerns executing this Grant of Easement represent and warrant to Grantee that Grantor is the owner in fee title of the herein described property, or has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Easement Deed and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20__.

Grantor

By

Title _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20--, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from _____, a California _____, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20 __, at Marina, California.



February 16, 2018

Paul Tran, Project Manager
CHISPA
295 Main St. Suite 100
Salinas, CA 93901

RE: Van Buren Affordable Senior Housing (669 Van Buren St., Monterey CA 93940)

To Whom It May Concern:

I am writing to confirm that the 19-unit Van Buren Senior Apartments, now under construction at 669 Van Buren Street in the City of Monterey, will be served by three water meters with sub-metering to each unit, common areas, and landscaping. A variance allowing master metering of the project was approved by the Monterey Peninsula Water Management District's (MPWMD) Board of Directors at a public hearing on January 25, 2017. The variance allows the installation of in-line water meters in lieu of individual California-American water meters at the 19-unit low-income senior housing project.

MPWMD Rules require that each water user have a separate water meter. Separate metering is also a best management practice of the California Urban Water Conservation Council. Furthermore, state legislation passed in 2016 (California Water Code, Div. 1, Ch.8, Article 5) requires every unit in a multi-unit residential structure to either have a utility meter or a sub-meter, but specifically exempts low-income housing. MPWMD's Board found that there were special circumstances that warranted allowing sub-metering for affordable housing.

MidPen Housing Corporation (MidPen) is required to have hot and cold water sub-meters for each unit that will be electronically monitored by a central computer. Consumption information will be available to MPWMD. MidPen will be paying the utility bills for the tenants, and is therefore motivated to ensure that water consumption on the site is not excessive.

The Monterey Peninsula Water Management District has granted three other variances allowing master meters for affordable housing projects:

- 62 units at the Pacific Meadows senior housing project in Carmel Valley
- The Osio Plaza Apartments with 30 low to moderate units in the City of Monterey
- The Vista Point Apartments with 49 low-income senior units in the City of Pacific Grove

Please contact me at Locke@mpwmd.net or 831-658-5601 if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Locke".

Stephanie Locke
Water Demand Manager



**CASTROVILLE
COMMUNITY
SERVICES DISTRICT**

P.O. BOX 1065
OFFICE: 11499 GEIL STREET
CASTROVILLE, CA 95012
FAX (831) 633-3103

Paul Tran, Project Manager 24-HOUR TELEPHONE: (831) 633-2560
CHISPA
295 Main St. Suite 100
Salinas, CA 93901

February 6, 2018

RE: Sea Garden Apartments (10603 Axtell Street, Castroville, CA. 95012)

To Whom It May Concern:

The Sea Garden affordable multi-family apartment (59 units) project was approved in 2013 with one master meter and 59 sub-meters.

This configuration has been working without any problems since 2013. CHISPA has been paying all water bills for the project and is providing water meter reports to the District monthly. This arrangement has been acceptable to the District.

Regards,



Eric Tynan
General Manager



CALIFORNIA WATER SERVICE

Salinas District 254 Commission Street
Salinas, CA 93901 *Tel:* (831) 757-3644

February 9, 2018

Paul Tran, Project Manager
CHISPA
295 Main Street, Suite 100
Salinas, CA 93901

RE: Moon Gate Plaza Affordable Housing (21 Soledad St. Salinas, CA 93901)

To Whom It May Concern:

The Moon Gate Plaza mixed use/affordable housing project (81 single occupancy units, 3 one bedroom units and 5 two bedroom units) was approved in 2016 with one master meter.

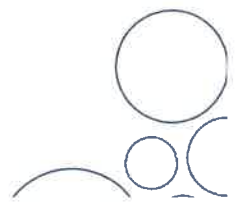
This configuration is acceptable to California Water Service. This project will help serve the troubled population by providing much needed affordable housing.

Regards,

A handwritten signature in blue ink that reads "Brenda Granillo".

Brenda Granillo
District Manger

PC: file





City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT * 65 W. Alisal Street * Salinas, California 93901 * (831) 758-7206 *
Fax (831) 758-7215

February 15, 2017

Mid-Peninsula The Farm Inc.
275 Main Street, Ste. 204
Watsonville, CA 95076

RE: CONDITIONAL USE PERMIT 2016-004; A REQUEST TO CONSTRUCT A FOUR (4) STORY MIXED-USE BUILDING WITH A PARKING REDUCTION LOCATED AT 5 – 21 SOLEDAD STREET IN THE MIXED USE – NORTH MAIN STREET/SOLEDAD STREET FOCUSED GROWTH OVERLAY (MX-FG2) ZONING DISTRICT

Dear Ms. Wilson:

Conditional Use Permit No. 2016-004 was approved by the Planning Commission on December 21, 2016. This permit authorizes the construction and operation of a four (4) story mixed-use building consisting of commercial space and parking on the first floor and 90 residential units consisting of 81 Single-Room Occupancy (SRO) units, four (4) one bedroom and five (5) two bedroom residential units on eight (8) separate parcels consisting of .82-acres with 41 off-street and 12 on-street parking spaces (53 total spaces) with a three (3) space (5.4%) Parking Reduction at the above referenced address in accordance with the terms and conditions of the permit.

The permit does not become effective until signed and notarized indicating acceptance of the conditions of approval. Please sign, and have the proper signature(s) notarized on both copies. The permit in the blue folder, with attached exhibits, is for your records, while the original must be returned to our office no later than 14 days from the date of this letter. Your prompt attention to this matter is appreciated.

Upon return of the signed original, please include a check or money order in the amount of \$174.00 (\$12.00 for the first page plus \$3.00 for each additional page – (55 pages total)) payable to County of Monterey. The money is not retained by the City of Salinas, but goes to Monterey County to pay their fee for recording the Conditional Use Permit.

Should you have any questions or would like more information, please call me at (831) 758-7206.

Sincerely,

Thomas Wiles
Senior Planner

c: Conditional Use Permit 2016-004 file

When recorded, return to:

CITY OF SALINAS
Community Development Department
65 West Alisal Street, Salinas, CA 93901
Attn: Thomas Wiles, Senior Planner

DOCUMENT: **2017015401**



Titles: 1/ Pages: 43

Fees	138 00
Taxes	
Other	
AMT PAID	\$138 00

SPACE ABOVE FOR RECORDER'S USE ONLY

Title of Document

CONDITIONAL USE PERMIT NO. 2016-004

City of Salinas

Community Development Department

WHEREAS, the Salinas Planning Commission, at a public hearing duly noticed and held on December 21, 2016, found that the proposed location of the use and structure is in accord with the objectives of the Salinas Zoning Code and the purposes of the zoning district in which the site is located; that the location of the use and structure and the proposed conditions under which it would be operated and maintained will be consistent with the Salinas General Plan and will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or the general welfare of the City of Salinas; that the use and structure will comply with the provisions of the Salinas Zoning Code, including the specific conditions required for the proposed use and structure; and that this conditional use has been evaluated in accordance with the California Environmental Quality Act, as amended; and that the Salinas Planning Commission has reviewed and considered an exemption from the California Environmental Quality Act.

NOW, THEREFORE, the Salinas Planning Commission hereby grants and issues Conditional Use Permit No. 2016-004 pursuant to *Article VI, Division 8: Conditional Use Permits*, of Chapter 37 of the Salinas City Code and upon the following terms and conditions and not otherwise, to wit:

ISSUED TO: Mid-Peninsula, The Farm Inc.

FOR USE: Construction of a four (4) story mixed-use building consisting of 10,518 square-feet of first floor commercial space, 90 residential units including 81 Single-Room Occupancy (SRO) units, four (4) one bedroom and five (5) two bedroom residential units, 41 off-street and 12 on-street parking spaces (53 total spaces) with a three (3) space (5.4%) Parking Reduction

PROPERTY OWNER: City of Salinas

ON PROPERTY LOCATED AT: 5 – 21 Soledad Street

ASSESSOR'S PARCEL NOs.: 002-191-018-000, 002-191-019-000, 002-191-020-000, 002-191-021-000, 002-191-023-000, 002-191-024-000, 002-191-028-000, and 002-191-029-000

ZONING DISTRICT: Mixed Use – North Main Street/Soledad Street Focused Growth Overlay (MX-FG2)

ENVIRONMENTAL REVIEW ACTION & DATE: Exempt per CEQA Section 15332 (In-Fill Development Projects), December 21, 2016

EXPIRATION DATE: None, once properly established, or if the subject use ceases operation for a continuous period of six (6) months or more.

RIGHT TO OPERATE/DEVELOP

1. The Permittee shall have the right to construct a four (4) story mixed-use building consisting of 10,518 square-feet of first floor commercial space, 90 residential units including 81 Single-Room Occupancy (SRO) units, four (4) one bedroom and five (5) two bedroom residential units, 41 off-street and 12 on-street parking spaces (53 total spaces) with a three (3) space (5.4%) Parking Reduction on the above-described property in accordance with the following exhibits incorporated herein by reference and made a part of this Permit:

Exhibit "A" Vicinity Map

Exhibit "B" Title Sheet (Sheet T1.1)

Exhibit "C" Building Perspectives (Sheet A1.1)

Exhibit "D" Building Perspectives (Sheet A1.2)

Exhibit "E" Architectural Site Plan (Sheet A2.0)

Exhibit "F" Code Analysis, Project Data & Parking Circulation (Sheet A2.1)

Exhibit "G" Building Visibility Exhibit (Sheet A2.2)

Exhibit "H" Site Isometric w/existing overhead power lines (Sheet A2.3)

Exhibit "I" Equipment Screening Exhibit (Sheet A2.4)

Exhibit "J-1" Building Plan Ground Floor (Sheet A3.1)

Exhibit "J-2" Building Plan Second Floor (Sheet A3.2)

Exhibit "J-3" Building Plan Third Floor (Sheet A3.3)

Exhibit "J-4" Building Plan Fourth Floor (Sheet A3.4)

Exhibit "K-1" Building Elevations (Sheet A4.1)

Exhibit "K-2" Building Elevations (Sheet A4.2)

Exhibit "L-1" Cover Sheet – Cultural Heritage Exhibit (Sheet A6.0)

Exhibit "L-2" Moon Gate – Cultural Heritage Exhibit (Sheet A6.1)

Exhibit "L-3" Torii Gate – Cultural Heritage Exhibit (Sheet A6.2)

Exhibit "L-4" Balcony Railings – Cultural Heritage Exhibit (Sheet A6.3)

- Exhibit "L-5" Historic Photo Panels – Cultural Heritage Exhibit (Sheet A6.4)**
- Exhibit "L-6" Entrance Plaza Pavers – Cultural Heritage Exhibit (Sheet A6.5)**
- Exhibit "L-7" Wall Mural Panels – Cultural Heritage Exhibit (Sheet A6.6)**
- Exhibit "L-8" Parking Garage Screens – Cultural Heritage Exhibit (Sheet A6.7)**
- Exhibit "M-1" Conceptual Landscape Plan (Sheet L.1)**
- Exhibit "M-2" Conceptual Landscape Plan (Sheet L.2)**
- Exhibit "N" Engineer's Report, dated August 30, 2016**
- Exhibit "O" Fire Department Requirements, dated April 4, 2016**
- Exhibit "P" Plan Check Services Comments, dated August 23, 2016**
- Exhibit "Q" Affordable Housing Plan dated February 7, 2017**
- Exhibit "R" Facilities Traffic Management Plan**

LIMITATIONS ON USE

2. No outdoor storage, display, or sale of merchandise of any kind will be permitted.
3. The City Planner may conduct a review of this Permit after inauguration, and may require modifications, if appropriate. The City Planner may also schedule a review by the Salinas Planning Commission, at a public hearing, if considered necessary. In the event that a public hearing is necessary, the Permittee shall reimburse the City of Salinas for all costs and expenses required to prepare for and conduct said hearing.
4. At least 50% of the SRO units shall be affordable and available to very-low or low income households as per Zoning Code Section 37-50.270(f)(1).
5. Because the Project exceeds ten residential units, it is subject to the City's Inclusionary Housing Ordinance (Salinas Municipal Code Chapter 17). Based on the Option One selection of the Applicant/Permittee pursuant to Municipal Code Section 17-11(e)(1), the Project shall provide a minimum of 18 Inclusionary Units at affordable rents for a minimum of 30 years, from the completion date of the final (18th) required Inclusionary Unit, for the following targeted income groups:

Income Group	Very Low	Low	Moderate	Workforce
18	4	14	0	0

6. The Inclusionary Housing Units shall be rented to qualifying households at rents determined by the City (Housing Division of the Community Development Department) to be affordable, based upon the size of the unit and assumed household size. Affordable rent levels assume that necessary

utilities (e.g., water, garbage collection, sewer, electricity, gas, and other heating, cooking, and refrigeration fuels) are provided at no additional cost to the tenant. At the discretion of the Applicant/Permittee, tenants may pay for any or all necessary utilities when the rent charged is reduced by a utility allowance determined by the City (Housing Division of the Community Development Department).

7. The Applicant/Permittee shall execute an Affordable Housing Agreement prepared by the City pursuant to Municipal Code Chapter 17 and to the City's Inclusionary Housing Guidelines. The Affordable Housing Plan (AHP) prepared by the Applicant/Permittee, dated, February 7, 2017, is incorporated herein as Exhibit "Q" of this Conditional Use Permit. The required Affordable Housing Agreement shall be based upon the Affordable Housing Plan. However, if there is any discrepancy in the requirements contained in either document, the terms of the Affordable Housing Agreement shall prevail. The Affordable Housing Agreement shall be executed by the Applicant/Permittee and the City, and recorded at the Monterey County Recorder's Office, prior to issuance of any Building Permit for the construction of any of the Dwelling Units within the Project, including a deed restriction per Zoning Code Section 37-50.270(g).
8. Per Zoning Code Section 37-50.270(e), a Management Plan shall be submitted for review and approval by the Community Development Department prior to issuance of any Building Permit for the construction of any of the Dwelling Units within the Project. The Management Plan shall include the presence of an on-site 24-hour manager or an alternative which affords residents essentially the same level of service and security. The Plan shall also ensure the short and long term physical maintenance of the building and its grounds, operations, rental procedures, and staffing contributing to and promoting a high quality of life for the residents, and the safety and security of the residents and their property.
9. One (1) residential unit shall be provided for an on-site property manager.
10. Requirements of the Facilities Traffic Management Plan, attached as Exhibit "R" shall be conditions of approval incorporated herein by reference.
11. If the subject use ceases operation for a continuous period of six (6) months or more, this Conditional Use Permit shall become null and void.

NPDES REQUIREMENTS

12. The development shall conform to all National Pollutant Discharge Elimination System (NPDES) and Low Impact Development (LID) requirements and standards in effect and required by the City Engineer when building permits are issued. The project will require a Storm Water Pollution

Prevention Plan (SWPPP) that identifies Best Management Practices (BMPs) to be incorporated into the project (see attached Exhibit "N").

FIRE PROTECTION REQUIREMENTS

13. All applicable requirements of the Salinas Fire Department including those items identified in Exhibit "O", and Titles 19, 24 and 25 of the California Administrative Code must be met and may include, but not be limited to, provisions for fire alarm systems, fire extinguishers, sprinkler systems, emergency vehicle access and installation of fire hydrants.

CRIME PREVENTION REQUIREMENTS

14. Prior to the issuance of any building permit, the applicant shall consult with the Police Department regarding crime prevention and security. Written confirmation from the Police Department demonstrating compliance with this condition shall be submitted to the Community Development Department prior to issuance of a building permit.

PARKING REQUIREMENTS

15. A minimum of 53 on-site parking spaces shall be provided including three (3) on-site parking space designated for people with disabilities in accordance with *Article V, Division 2: Parking, Loading, and Outdoor Lighting*. Bicycle parking (rack) shall be provided in accordance with Zoning Code Section 37-50.400. This Conditional Use Permit authorizes a three (3) space 5.4-percent parking reduction per Zoning Code Sections 37-50.370(a)(2) and (3).
16. All off-street parking and loading areas shall be graded, paved, drained, landscaped, striped, and maintained in accordance with *Article V, Division 2: Parking, Loading, and Outdoor Lighting* of the Salinas City Code.

SIGNS

17. A Master Sign Plan issued in accordance with *Article V, Division 3: Signs* of the Salinas City Code, shall be required for all signs.
18. A Sign Permit issued in accordance with *Article V, Division 3: Signs* of the Salinas City Code, shall be required for all signs.
19. No canvas signs, banners, pennants, flags, streamers, balloons or other temporary or wind signs; no mobile, A-frame, or portable signs; no roof or canopy signs extending above a building roof; no signs that resemble any official marker erected by the city, state or any governmental agency, or that by reason of position, shape, color or illumination would conflict with the proper functioning of any traffic sign or signal or would be a hazard to

vehicular or pedestrian traffic; no signs which produce odor, sound, smoke, fire or other such emissions; and no animated, flashing, moving or rotating signs shall be permitted unless permitted in accordance with *Article 5, Division 3: Signs* of the Salinas Zoning Code, as may be amended from time to time.

OUTDOOR LIGHTING

20. Exterior lighting may be installed in accordance with Zoning Code Section 37-50.480 under the following limitations:
 - a. No floodlighting will be allowed on any structure.
 - b. Parking lot lighting shall be shielded to confine light spread to within the site boundaries and shall not exceed 25 feet in height.
 - c. Prior to the issuance of a Building Permit, the applicant shall submit a detailed lighting plan for review and approval by the Community Development Department.

BUILDING MATERIALS AND COLORS

21. Prior to issuance of a building permit, all exterior building materials and colors shall be identified on the building plans, and a colors and materials board (8 ½" X 11" maximum size and no greater than ½" in thickness) and brush out boards for each paint color (8 ½" X 11" maximum size and no greater than 1/16" in thickness) shall be submitted by the Applicant for review and approval by the Community Development Department.

LANDSCAPING

22. Prior to the issuance of a Building Permit, the applicant shall submit detailed landscape and irrigation plans for review and approval by the Community Development Department. Landscaping shall be installed prior to final inspection.
23. All landscaping shall comply with *Article V, Division 4: Landscaping and Irrigation* of the Salinas Zoning Code, including, but not limited to, standards, drought resistant plants and turf, irrigation, parking lot landscaping and installation and maintenance.

RECYCLING AND SOLID WASTE DISPOSAL AREA

24. A recycling and solid waste enclosure shall be provided with capacity adequate to achieve 50 percent recycling of the total recyclable wastes generated onsite. Instructional signs shall be provided for use of recycling bins and containers. The enclosure shall be constructed with a six-foot high solid masonry walls and screened from public view with a minimum two-foot

wide perimeter planter. Colors and materials of the enclosure shall match those of the primary structures (example: exterior plaster - stucco). Doors of the enclosure shall be constructed of a solid material and colored to match the buildings (chain-link fencing with slats is not allowed). The enclosure shall be designed to allow walk-in access without having to open the main enclosure gate. Details of the enclosure need to be shown on the plan. Prior to issuance of a building permit, written confirmation from the City's solid waste service provider, is required to ensure that the recycling and solid waste provisions of the project will meet the service needs of the service provider.

MAINTENANCE

25. All parking areas, driveways, other paved surfaces, accessways and grounds shall be regularly maintained and kept free of weeds, litter, and debris. All traffic signs and pavement markings shall be clear and legible at all times. All landscaped areas shall be maintained free of weeds, trash, and debris, and all plant material shall be continuously maintained in a healthy, growing condition. All exterior building and wall surfaces shall be regularly maintained, and any damage caused by weathering, vandalism, or other factors shall be repaired in conformance with the terms and conditions of this Permit.

PUBLIC IMPROVEMENTS

26. All existing damaged and hazardous sidewalks, and unused driveways shall be reconstructed to City standards prior to issuance of a Certificate of Occupancy.
27. Public improvements to serve the development shall be reviewed and approved by the City Engineer and shall be installed in accordance with City standards. All utilities shall be installed underground with details to be included on the final improvement plans.

UTILITIES/EQUIPMENT SCREENING

28. All utility lines shall be placed underground and all power transformers shall be placed underground where permitted by the utility company. Where transformers must be pad-mounted above ground, they shall be located away from the general public view or shall be effectively concealed by landscaping or a screen fence of a design approved by the utility company and the City Planner.
29. All mechanical equipment and appurtenances (i.e. gas, water meters, electrical boxes, HVAC systems, refrigeration equipment, etc.), building or ground mounted, shall be screened from public view and adjacent properties.

Roof vents shall be painted to blend with roof materials. Details shall be shown on the final construction and/or land plans and are subject to the approval of the City Planner.

PERMIT NOT TO SUPERSEDE OTHER REQUIRED LICENSING OR PERMITS

30. The issuance of this Permit shall not relieve the Permittee of any requirement to obtain permits or licensing from any county, regional, state or federal agencies. If applicable, a City Business License shall be obtained prior to commencement of use.
31. This Permit may be subject to water and sanitary sewer allocations. The Permittee will proceed at their own risk as water and sanitary sewer allocation may not be available at the time requested.
32. A Certificate of Compliance / Lot Line Adjustment providing for the consolidation of the eight (8) lots shall be approved by the City Planner and recorded by the County Recorder prior to issuance of any building permits.

MODIFICATION OF APPROVED USE AND PLANS

33. Any modification to the terms and conditions of this Permit are subject to the issuance of a new Permit. The City Planner may approve minor modifications to this Permit if the City Planner finds the modification to be in substantial compliance with the original approval.

VIOLATION; REVOCATION

34. Use of the property shall be conducted in such a way that it does not constitute a nuisance to the use and enjoyment of surrounding properties or the City. Any permittee, person, firm, corporation, whether as principal, agent, employee or otherwise, violating, causing or maintaining the violation of any of the provision of this Permit shall be guilty of a misdemeanor or an infraction, as charged. Alternatively, any violation of this Permit may be prosecuted administratively pursuant to the City's Administrative Remedies Ordinance and/or other applicable laws, regulations or codes. Upon determination by the City Planner that there are reasonable grounds for revocation of this Permit, a revocation hearing shall be set to be heard before the Salinas Planning Commission in accordance with *Article VI, Division 18: Enforcement and Penalties* of the Salinas Zoning Code or such codes as may be subsequently adopted.

SUBSTANTIAL ACTION TIME LIMIT

35. This Permit shall expire one year after its effective date unless:
- a. A building permit has been issued and construction diligently pursued;
 - b. A certificate of occupancy has been issued;
 - c. The use is established in conformance with the provisions of the Zoning Code;
 - d. The City Planner determines that substantial action has commenced to carry out the terms and intent of the Conditional Use Permit; or
 - e. The project is 100% very low or low income or otherwise qualifying pursuant to Civil Code Section 51.3.

PERMIT VALIDATION

36. Pursuant to Zoning Code Section 37-60.530, this Permit shall be null and void and all terms and conditions shall have no force or effect unless this Permit is signed by the Permittee(s) and returned to City of Salinas Community Development Department within 90 days of approval. ***It is the applicant's responsibility to track the 90-day expiration date. No notice will be sent.***

STANDARD CONDITIONS

37. Pursuant to **Salinas City Code Section 1-8.1: Civil action enforcement**, and **Section 1-8.2: Liability for costs**, permittee shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the City in enforcing the provisions of this Permit.
38. The applicant(s) shall defend, indemnify, and hold harmless the City of Salinas or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the City, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of this project/use. For Tentative Maps, this shall also apply when such claim or action is brought within the time period provided for in applicable state and/or local statutes. The City shall promptly notify the applicant(s) of any such claim, action, or proceeding. The City shall cooperate in the defense. Nothing contained in this condition shall prohibit the City from participation in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.
39. Notwithstanding any of the provisions in this permit, all improvements and uses shall comply with all other ordinances and regulations of the City of Salinas and all local, state and federal laws and regulations.

40. No further development other than that shown on this permit or attached exhibits shall be allowed unless or until an amendment to this permit has been approved. Requests for a minor modification of an approved permit may be granted by the City Planner provided the modification is substantially in compliance with the original approval and conditions.


NOTICE OF CHALLENGE LIMITATIONS

41. Code of Civil Procedure Section 1094.6 requires all Court challenges to the decision to grant this Permit be initiated within 90 days of the final decision of the City in this matter.

EXECUTIONS

THIS CONDITIONAL USE PERMIT was approved by action of the Salinas Planning Commission on December 21, 2016, and shall become effective on the following date unless appealed to the City Council of the City of Salinas in accordance with Article VI, Division 17: Appeals:

Effective Date: January 4, 2017


Courtney Grossman
Planning Manager, City of Salinas

(Signatures Listed Below on Pages 11 through 13 Must Be Notarized)

THIS CONDITIONAL USE PERMIT is hereby accepted upon the express terms and conditions hereof, and the undersigned Permittee agrees to strictly conform to and comply with each and all of this Permit's terms and conditions.

Dated: 2/16/17


Matthew Franklin, Assistant Secretary aka "Matthew O. Franklin"
Mid-Peninsula, The Farm, Inc., Permittee CR

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

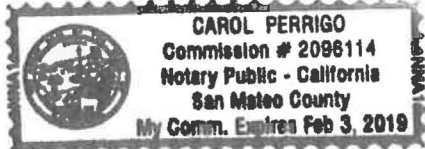
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On FEBRUARY 14 2017, before me, CAROL PERRIGO, Notary Public, personally appeared MATTHEW O. FRANKLIN, who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Dated: 2/15/17


Jan M. Lindenthal, Assistant Secretary
~~Arthur Fatum, Chief Financial Officer~~ 
Mid-Peninsula, The Farm, Inc., Permittee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

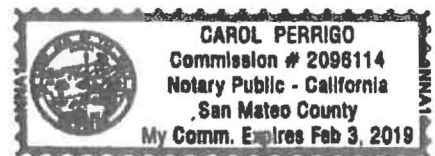
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On February 15 2017, before me, CAROL PERRIGO, Notary Public, personally appeared JAN M. LINDENTHAL, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



CONSENT is hereby granted to the Permittee to carry out the terms and conditions of this Conditional Use Permit.

Dated: 2-21-17


Donald Reynolds, Assistant Public Works Director
City of Salinas, Property Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On February 21, 2017, before me, Lynn Mau, Notary Public, personally appeared Donald Reynolds, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 