



UCP | Acquisitions, Investments, and Development

Union Community Partners

6489 Camden Avenue, Suite 204

San Jose, California 95120

Tel 408-323-1113

Fax 408-323-1114

RECEIVED
SEP 04 2012

BY:.....

August 28, 2012

Carl Niizawa, Deputy General Manager/District Engineer
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

RE: EAST GARRISON – SANITARY SEWER PUMP STATION

Dear Mr. Niizawa:

Via the minutes from the June 12, 2012 Board meeting it has been brought to the attention of UCP East Garrison, LLC ("UCP") that the District has questioned the validity of funding the necessary Sanitary Sewer Pump Station upgrades that enable MCWD to provide service to the East Garrison project and other properties. With 65 affordable apartments currently under construction requiring MCWD service in mid 2013 raising this question now is of imminent concern. MCWD's responsibility for this facility and its continuing improvements have been clearly documented over the years:

- The existing sewer pump station was installed by FORA in 1999 and has since been transferred to MCWD. The pump station was built so that the Sewer Treatment Facility (which has since been demolished) on the East Garrison property could be taken out of service. The 1999 project included a 6" force main along Reservation Road to approximately 800' west of the project boundary that ultimately flows to sewer mains at Imjin Road.
- The sewer pump station was included in the 2012-2013 MCWD CIP budget (OS-0150) and has been in the CIP every year since developers, FORA, and MCWD agreed to the eligible projects and the associated impact fees over 6 years ago.
- In October 2007 the MCWD board entered into a reimbursement agreement with East Garrison to construct certain district facilities. The Reimbursement Agreement identifies MCWD as the funding source for the sewer pump station and includes the upgrade to the Reservation Road force main as an eligible cost paid for by the district CIP.


- In November 2007 Schaaf & Wheeler, as a consultant to MCWD, prepared 100% review plans for the proposed upgrades to the Sewer Pump station. Funding was provided by the CIP.
- In a letter to UCP dated July 1, 2011, MCWD confirmed they would provide improvements to the sewer pump station as development at East Garrison requires:

"Marina Coast Water District (MCWD, District) will provide occupants of any portion of the East Garrison development with an operational sanitary sewer lift station facility within the anticipated needed time."

Large capital investments have been made based on the District's commitment to maintain and improve the lift station as required. Payment of water and sewer capacity fees for each new dwelling unit are a critical funding component for CIP implementation and fairly burden new development with its share. As an example, Mid Peninsula Housing paid MCWD over a half a million dollars in water and sewer Capacity Fees in 2012 when they pulled building permits for their affordable apartments at East Garrison. Implementation of the CIP is a critical component in justifying the amount of the Capacity Fees. If the CIP is not going to be implemented than the Capacity Fees should be adjusted accordingly.

Please call me at (408) 323-1113 x.410 if you have any questions or require additional information.

Sincerely,



James W. Fletcher
UCP East Garrison, LLC



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD • MARINA, CA 93933-2099

Home Page: www.mcwd.org

TEL: (831) 384-6131 • FAX (831) 883-5995

DIRECTORS

WILLIAM Y. LEE

President

DAN BURNS

Vice President

HOWARD GUSTAFSON

KENNETH K. NISHI

JAN SHRINER

July 1, 2011

Mr. James Fletcher
Union Community Partners East Garrison, LLC
6489 Camden Avenue, Suite 204
San Jose, CA 95120

Subject: Response to Letter Dated 1-21-11 Anticipating an East Garrison Development
Occupancy Date

Dear Mr. Fletcher,

This is a response to the Union Community Partners East Garrison, LLC (UCPEG) letter dated 1-21-11 regarding the anticipated occupancy date within your East Garrison development project. Your letter anticipates the occupancy date to be April 2012.

Marina Coast Water District (MCWD, District) will provide occupants of any portion of the East Garrison development with an operational sanitary sewer lift station facility within the anticipated needed time. The District's intent is to initially re-use the existing lift station infrastructure and then increase the capacity of the lift station with a phased-approach as the development grows.

Please note that the completion of sewer, water, and recycled water infrastructure is largely the responsibility of the developer. If the constructed infrastructure is transferred to MCWD ownership prior to occupancy, then your letters' request to "have all infrastructure operational" by the anticipated occupancy date appears achievable.

If you have any questions or comments on this response letter, please do not hesitate to contact Mr. Brian True of my staff at (831) 883-5937.

Sincerely,

Carl Niizawa, P.E.

Deputy General Manager / District Engineer

Attachment: UCP letter dated 1-21-11



UCP | Acquisitions, Investments, and Development

Union Community Partners
6489 Camden Avenue, Suite 204
San Jose, California 95120
Tel 408-448-0967
Fax 408-448-0968

January 21, 2011

Mr. Brian True
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

RE: EAST GARRISON – OCCUPANCY DATE

Dear Brian:

Please accept this letter as notification that per MidPen Housing's development schedule, the first occupancy in the East Garrison community is currently anticipated for April 2012. Accordingly, UCP East Garrison, LLC respectfully requests that MCWD complete the required sanitary sewer pump station upgrade and have all infrastructure operational by this date to service the community.

Please call me at (408) 323-1113 if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Michael B. C. for". The signature is written in a cursive, flowing style.

James W. Fletcher
UCP East Garrison, LLC

cc: Nick Nichols, Monterey County RDA
John Huntley, Monterey County Building Services
Andy Hunter, Whitson Engineers
Jessica deWit, MidPen Housing

Resolution No. 2007-75
Resolution of the Board of Directors
Marina Coast Water District
Authorizing the Construction of Certain Capital Improvements under a
Reimbursement Agreement with East Garrison Partners I, LLC

October 10, 2007

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on October 10, 2007 at the business office of the District, 11 Reservation Road, Marina, California as follows:

WHEREAS, East Garrison Partners I, LLC, a California limited liability company ("Developer") is constructing water, sewer and recycled water infrastructure for their East Garrison I development in Monterey County; and,

WHEREAS, the Developer entered into a Construction and Transfer of Water, Sewer and Recycled Water Infrastructure Agreement with the District on May 24, 2006; and,

WHEREAS, the District and the Developer entered into a Reimbursement Agreement for Water, Sewer and recycled Water Facilities, so that the Developer may construct additional water, sewer and/or recycled water infrastructure for the District concurrently with other construction activities within the site, so as to minimize construction costs and impacts and facilitate the overall schedules of both the District and the Developer; and,

WHEREAS, the Board of Directors approved the District Capital Improvements Program budget on May 23, 2007; and,

WHEREAS, the District and the Developer have agreed upon the terms included in the Reimbursement Agreement for Water, Sewer and Recycled Water Facilities and desire to enter into same; and,

WHEREAS, construction of the replacement of the sewer force main in Reservation Road are statutorily exempt under CEQA, and the associated growth that they serve was addressed in the East Garrison Specific Plan EIR, certified by the Monterey County Board of Supervisors on October 4, 2005; and,

WHEREAS, construction of the water transmission main in Reservation Road creates no additional construction impacts to those addressed in the East Garrison Specific Plan EIR, certified by the Monterey County Board of Supervisors on October 4, 2005; and,

WHEREAS, construction of the recycled water main was included in the Environmental Impact Report for the Regional Urban Water Augmentation Project, certified by the District Board on October 27, 2004, as amended on October 26, 2006.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. Find that the impacts of the construction of the 24-inch water transmission main have been analyzed and mitigated in the East Garrison Specific Plan EIR, and directs the General Manager to file a Notice of Determination for the water transmission main.

2. Authorize the construction of 3,012 LF of water main, 3,951 LF of sewer main and 116-LF of recycled main in Reservation Road by East Garrison Partners I, LLC, under the terms and conditions of the existing Reimbursement Agreement, and authorizes the General Manager to execute all contracts to give full force to this action. The total cost for this work shall not exceed \$1,214,775, which includes 5% for District inspection and related expenses.


PASSED AND ADOPTED on October 10, 2007, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Moore, Lee, Nishi, Gustafson

Noes: Directors None

Absent: Directors Brown

Abstained: Directors None


Howard Gustafson, President

ATTEST:


Jim Heitzman, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2007-75 adopted October 10, 2007.


Jim Heitzman, Secretary

**EAST GARRISON PROJECT
REIMBURSEMENT AGREEMENT
FOR
WATER, SEWER AND RECYCLED WATER FACILITIES**

THIS AGREEMENT ("Agreement") is entered into as of the 14th day of ~~March 2006~~ 2006, by and among EAST GARRISON PARTNERS I, LLC, a California limited liability company ("Developer"), and the MARINA COAST WATER DISTRICT, a California water district ("District"). Developer and District are sometimes referred to herein as a "Party" and collectively as "Parties."

RECITALS

A. Developer is the designated master developer of an area of former Fort Ord in the County of Monterey consisting of approximately 244 acres known as "East Garrison", and has entered into agreements and obtained approvals from the Monterey County Redevelopment Agency and the County of Monterey to acquire title to East Garrison and develop in phases, a mixed use project consisting of residential, commercial, public, open space and recreational uses including an arts-historic district (the "Development").

B. Concurrently with this Agreement, Developer and District have entered into that certain agreement entitled "Construction and Transfer of Water, Sewer and Recycled Water Agreement Between Marina Coast Water District, East Garrison Partners 1, LLC and East Garrison Public Financing Authority" (the "Infrastructure Agreement") pursuant to which the Developer shall install, in phases, and convey to the District upon completion, certain improvements (collectively, the "Facilities" and each severable portion or phase thereof, a "Facility") required by the District to provide water and sewer services to the Development.

C. The District desires the Developer to install certain Facilities (1) within the boundary of the Development (In-Tract) to provide or improve water, sewer or recycled water service to areas outside the Development, and/or (2) outside the boundary of the Development (Out-of-Tract) to provide or improve water, sewer or recycled water service to the Development.

D. The District and Developer desire to enter into an agreement to provide for the reimbursement by the District to Developer of costs of construction of said certain Facilities pursuant to the Infrastructure Agreement.

E. Additionally, certain Facilities benefiting the Development may be constructed by other developers. The District and Developer desire to enter into an agreement to provide for the Developer's participation in those projects.

NOW THEREFORE, in consideration of the mutual promises contained herein, District and Developer hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

1.1. FACILITIES SUBJECT TO THIS AGREEMENT. Developer and District have agreed that certain Facilities listed at Exhibit 1 are eligible for reimbursement under this Agreement ("Eligible Facilities"). For each Facility, a scope of work and cost shall be agreed upon in writing, using the Work Release format in Exhibit 2. Work Releases shall become binding attachments to this Agreement. Each Eligible Facility shall be constructed pursuant to the Infrastructure Agreement, which shall be amended, if required, for any Eligible Facility not currently included thereunder. Additional facilities may be added to this agreement if mutually agreed upon by the District and Developer.

1.2. IN-TRACT FACILITIES. Eligible In-Tract Facilities consist of either over-sized pipes and pump stations that facilitate the moving of water, sewage or recycled water through the boundaries of the Development, or other Facilities located within the Development that serve areas within and/or outside the Development, including Facilities listed in the District's Capital Improvements Project List attached hereto as Exhibit 3 ("CIP").

1.2.1. Water, sewer and recycled water facilities required to serve the Development itself or to replace existing facilities to accommodate the Development are not eligible for reimbursement.

1.2.2. For oversized Facilities, the difference in cost between the size required by the Development and the size required by the District for areas outside the Development may be reimbursed. Facilities sized to maintain existing capacity plus the needs of the Development shall not be considered oversized. An example of an over-sized Facility that may be eligible for reimbursement is installing a 20-inch water pipeline for a segment where a 12-inch pipeline would suffice to serve the Development, in order to serve an adjacent area.

1.2.3. Facilities that are required or requested by the District or proposed by Developer to facilitate the District's overall system, but which provide no service or only a proportionate benefit to service to the Development, may be reimbursed in total or in the proportion that the Development is not benefited. An example of such a Facility would to include an "A" Zone Pipeline going through a Development that is served by a "B" Zone System. Another example would be to install a segment of pipe in a roadway for future connection to the District's system concurrent with other work in the roadway by the Developer, in order to avoid closing the roadway for construction in the future.

1.3. OUT-OF-TRACT FACILITIES. Eligible Out-of-Tract Facilities consist of water, sewer or recycled water facilities outside the boundary of the Development. Such Facilities may be constructed by the Developer to ensure required upgrades or replacements are completed, or at the request of the District to take advantage of other work in the area. An example of the latter would be a request to install a water pipeline under a road that was being resurfaced by the Developer.

1.3.1. Out-of-tract water, sewer and recycled water Facilities required to serve only the Development itself or to replace existing facilities removed to accommodate the Development are not eligible for reimbursement, unless such work was included in the CIP (Exhibit 3).

1.4. STANDARDS OF DESIGN AND CONSTRUCTION. All Facility design and construction shall meet the requirements set forth in the Infrastructure Agreement.

ARTICLE 2. PAYMENT

2.1. CONSTRUCTION. Developer shall, at its sole cost and expense, construct each Facility pursuant to the Infrastructure Agreement, and all costs of constructing each Facility, shall be fully paid by the Developer and accepted by the District in a timely manner in accordance with the Infrastructure Agreement before Developer shall be entitled to any reimbursement. The proposed list of each anticipated Facility and phasing is shown on Exhibit 1 to this Agreement, subject to modification by the Parties to accommodate the development timing and phasing of the Development.

2.2. SUBMISSION OF DOCUMENTATION; DISTRICT RIGHT TO AUDIT. Upon Developer's completion of each Facility, Developer shall submit documentation to District evidencing the cost of the Facility constructed including, but not limited to, costs of design, engineering and staking, construction, permits, construction supervision, bonds, insurance, financing (including financing costs not to exceed the public financing tax exempt interest rate applicable to bonds issued by the East Garrison Community Facilities District to finance the Facility or contemporaneous other improvements, incurred by Developer from the date of acceptance of the Facility by the District until full reimbursement by the District) and all other mutually agreed upon costs ("Eligible Costs"). Costs incurred for a Facility jointly with other infrastructure improvements (such as joint trenching) shall be allocated on a pro rata basis according to costs of installation of each improvement. Such documentation may include, but is not limited to, copies of Developer's construction contract(s), invoices, cancelled checks, complete lien releases with respect to all Facilities and any other documentation reasonably requested by District. Developer agrees that District shall have the right to audit, upon District's reasonable request, Developer's records of the Eligible Costs of each Facility in order for Developer to verify the Developer's Eligible Costs.

2.3. REIMBURSEMENT PAYMENT. Subject to the provisions set forth below, upon completion of a Facility pursuant to the Infrastructure Agreement and the acceptance thereof by District, Developer shall be entitled to reimbursement for the Eligible Costs of the Facility from the District from those projects that appear in District's CIP (Exhibit 3) or from future developers who begin construction for development(s) that rely on the reimbursable Facilities, in whole or in part. Funding of projects that appear on District's CIP (Exhibit 3) will be reimbursed after all conditions of this Agreement and the Infrastructure Agreement are met and in the year when the District budgets for those projects. The District agrees to budget for and satisfy the District's reimbursement obligations (the "Reimbursement Amount") to the Developer with respect to the Eligible Costs of all of the Facilities to be installed by the Developer pursuant to the Infrastructure Agreement, on a Facility by Facility basis and from the first available of the following sources of funds: the proceeds of bonds issued by the District; reimbursement payments or contributions collected by the District from other developers or public or private users benefiting from reimbursable Facilities. The District shall manage such sources of funds to faithfully and timely fulfill reimbursement obligations to Developer under this Agreement at the earliest possible time.

2.4. ELIGIBLE FACILITIES.

2.4.1. For In-Tract and Out-of-Tract Facilities listed in the current District approved CIP (Exhibit 3), if the Developer constructs the Facility in or after the fiscal year indicated in the CIP (Exhibit 3), the reimbursement payment shall be due for such completed Facilities commencing upon completion of each such Facility and District acceptance as described in the Infrastructure Agreement. It is the intent of the District to reimburse Developers from debt proceeds. The District will exercise diligence and good faith to obtain debt proceeds for reimbursement payments under Section 2.3. If the District does not obtain sufficient debt proceeds within ten (10) years from the District's acceptance of the project, the District and Developer may enter into a follow-on agreement to address the reimbursement payment timing on the unpaid balance.

2.4.2. For In-Tract and Out-of-Tract Facilities listed in the current District approved CIP (Exhibit 3), if the Developer constructs the Facility prior to the fiscal year indicated in the CIP (Exhibit 3), the reimbursement payment shall be due for such completed Facilities commencing in the fiscal year the Facility is listed in the CIP (Exhibit 3). . The District will exercise diligence and good faith to obtain debt proceeds for reimbursement payments under Section 2.3. If the District does not obtain sufficient debt proceeds within ten (10) years from the District's acceptance of the project, the District and Developer may enter into a follow-on agreement to address the reimbursement payment timing on the unpaid balance.

2.4.3. Facilities not listed in the CIP (Exhibit 3), but which are constructed by the Developer at the request of the District or otherwise as provided in Section 1.2.3 hereof, will be subject to reimbursement from future developers whose developments are served by the Facilities. Non-CIP facilities are listed at Exhibit 4. Funds for reimbursement of Eligible Costs of such non-listed Facilities will be charged to and collected from the future developers by the District and reimbursed to the developer that constructed the non-listed projects. The District will exercise diligence and good faith to collect funds from other developers or private or public users for such reimbursement payments prior to and as a condition of connecting to and using the non-listed projects. If District does not obtain sufficient funds from other developers to fully reimburse Developer within ten (10) years from the District's acceptance of the Facilities, the District and Developer may enter into a follow-on agreement to address the reimbursement payment timing on the unpaid balance.

2.4.4. To the extent such Facilities are listed and identified in Exhibit 4, the Developer shall pay to District a sufficient amount to reimburse a pro-rata share of Eligible Costs of Facilities not listed in the CIP (Exhibit 3), which Facilities are constructed by other developers and serve the Development. Developer will pay such amount not later than the time capacity charges are paid to the District for the Development. If Development is by phase, payments shall be made proportionally by phase.

2.4.5. OTHER ELIGIBLE EXPENSES. The proportionate cost of engineering design of in-tract Facilities may be eligible for reimbursement, if said Facilities were added, upsized or redesigned at the request of the District. A proportionate share of cost of construction mobilization and demobilization for out-of-tract construction may be reimbursed, if construction of out-of-tract Facilities increases the mobilization and demobilization costs. A proportionate

share of all other costs identified as Eligible Costs under Section 2.2 may be reimbursed, in whole or in part, as part of the mobilization costs.

2.5. TIMING AND AMOUNT OF REIMBURSEMENT PAYMENT.

2.5.1. Developer shall be reimbursed its Eligible Costs for the completed Facilities, from the District's funding sources identified in Section 2.3, commencing at the times set forth in Section 2.4.1, 2.4.2 or 2.4.3, as applicable, and thereafter until the Reimbursement Amount for all the Facilities has been fully repaid. Developer shall not be paid any amount in excess of the sum of all Eligible Costs.

2.5.2. Those funds collected by the District under Section 2.4.3 hereof from other developers for Facilities constructed by the Developer, shall be paid by the District to the Developer in one lump sum payment upon District's receipt of such funds, subject to the Facility acceptance per the Infrastructure Agreement.

2.5.3. Those funds received by the District under Section 2.4.4 from the Developer for Facilities constructed by other developers, shall be paid by the District to the other developer in one lump sum payment within ninety (90) days of District acceptance of the Facilities and receipt of those funds in full.

ARTICLE 3. LIABILITY

3.1. **THIRD PARTIES.** District does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors or agents or any parties are third party beneficiaries of this Agreement.

ARTICLE 4. MISCELLANEOUS

4.1. **NOTICE.** Any notice or communication required hereunder between the District or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address

to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to District:

Marina Coast Water District
ATTN: General Manager
11 Reservation Road
Marina, CA 93933

With a Copy to:

Noland, Hamerly, Etienne & Hoss
ATTN: Lloyd Lowrey
333 Salinas Street
Salinas, CA 93901

If to Developer:

East Garrison Partners I, LLC
Attn: Keith Mc Coy
24571 Silver Cloud Ct, Suite 101
Monterey, CA 93940

and

With a copy to:

4.2. TERM. The term of this Agreement shall start on the day and year duly executed by the parties and shall remain in effect until either (1) all the terms and conditions contained in this Agreement have been satisfied, or (2) the Infrastructure Agreement between the District and the Developer expires without the construction of any Eligible Facilities. The District's obligations for reimbursable payments shall terminate ten years after the date of the District's acceptance of the Facilities.

4.3. **MODIFICATION.** Modifications or amendments to this Agreement shall be in writing and executed by all parties.

4.4. **ASSIGNMENT.** This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and bind the successors and assigns of District and Developer. Nothing contained herein restricts or prohibits the sale or other transfer of property.

4.5. **ENTIRE AGREEMENT.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement, together with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. The Exhibits attached to this Agreement are incorporated herein for all purposes.

4.6. **COMPLIANCE WITH INFRASTRUCTURE AGREEMENT. DISPUTE RESOLUTION.** Developer agrees all Facilities it constructs shall be constructed in compliance with the terms of the Infrastructure Agreement. Any dispute between the parties as to the proper interpretation, application or enforcement of this Agreement shall be subject to dispute resolution in the same manner and with the same effect as provided in Section 19 of the Infrastructure Agreement, the provisions of which are hereby incorporated into this Agreement by reference.

4.7. **WAIVER.** All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the District and the Developer.

4.8. **CALIFORNIA LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

4.9. **PAYMENT OF PREVAILING WAGES.** All Facilities paid for in whole or in part by reimbursement of Eligible Costs from District funds under this Agreement are subject to the prevailing wage requirements for public works construction, under Sections 1770 through 1781 of the Labor Code. The applicable provisions shall be applied. Nothing in this section shall be deemed to modify the provisions of Section 29 of the Infrastructure Agreement with respect to all other Facilities.

4.10. **HOURS OF LABOR FOR PUBLIC WORKS CONSTRUCTION.** Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Developer or any subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and one-half times their basic rate of pay.

4.11. **ATTORNEY'S FEES AND COSTS.** If either party to this Agreement brings a suit or proceeding to enforce or require performance of the terms of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees and the costs and fees of any experts reasonably engaged by the attorney.

4.12. **SEVERABILITY.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

4.13. OTHER AGREEMENTS. This Agreement is not intended to, and shall not, cancel, supersede, modify, or otherwise affect any other agreements that have been, or may be made, or any approvals or permits that have been issued between or by any party regarding the Project or the Facilities.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:

Marina Coast Water District, a California water district

By: Marc A. Lucca
General Manager

Date Signed: Marc A. Lucca 3/14/07

Approved as to Form:

By: L. Long Jr. Lucca
District Legal Counsel

Attest:

By: Marc A. Lucca
District Secretary

DEVELOPER:

East Garrison Partners I, LLC, a California limited liability company

By: [Signature]
Title: Its Co-managing member

By: KEVIN MCCOY
Title: PROJECT MANAGER
DIRECTOR

and

By: [Signature]
Title: Its co-managing member

By: KEVIN EBRAMANT
Title: PROJECT DIRECTOR

EXHIBIT 1
Anticipated List of Each Facility and Phasing

[TO BE INSERTED]



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

1-Nov-06
Job No.: 1208-00

**EXHIBIT 2 - ITEM 1
FACILITY DESCRIPTIONS
EAST GARRISON
REIMBURSABLE IMPROVEMENTS FROM MCWD
FORT ORD, MONTEREY COUNTY**

(Refer to Exhibits 2-3 and 2-4 for Line Item Designations)

Item Description

A Phase 1 24" Water Main

A 24" water main shall be stubbed at the existing MCWD well 31 pump station and constructed along Reservation Road through the East Garrison main entry, south along the East Garrison in-tract streets, and terminated at a stub at the existing MCWD ASP pump station building. MCWD shall complete the connections to each pump station.

Approximately 5,500 l.f. - built with East Garrison Phase 1 improvements

Refer to the East Garrison Phase 1 On-Site and Off-Site Improvement Plans

B Phase 1 Reservation Road Sanitary Sewer Force Main

The existing 6" sanitary sewer force main in Reservation Road along the frontage of the project, from existing manhole P34 to the existing sanitary sewer pump station at the East Garrison main entry shall be removed and replaced with a new 8" Force Main. MCWD shall complete the connection to the pump station.

Approximately 4,000 l.f. - built with East Garrison Phase 1 improvements

Refer to the East Garrison Phase 1 Off-Site Improvement Plans

C Phase 1 Offsite Recycled Water

8" and 12" recycled water mains shall be extended off-site across Reservation Road from Inter-Garrison Road and the East Garrison main entry respectively, for a future MCWD connection.

Approximately 100 l.f. - built with East Garrison Phase 1 improvements

Refer to the East Garrison Phase 1 On-Site and Off-Site Improvement Plans

6111 BOLLINGER CANYON ROAD, SUITE 150 • SAN RAMON, CALIFORNIA 94583 • (925) 866-0322 • FAX (925) 866-8575
SAN RAMON • LATHROP



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

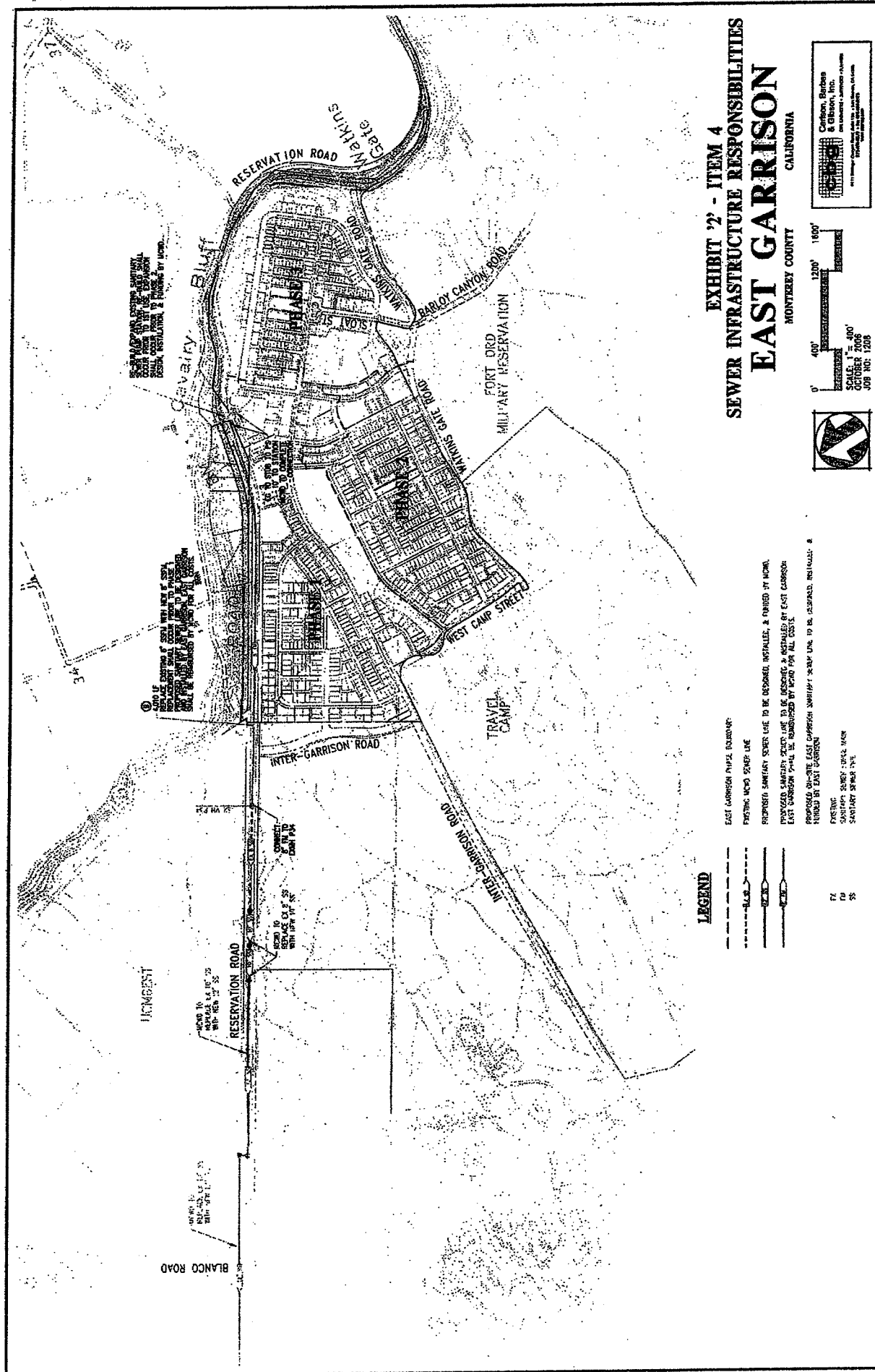
1-Nov-06
Job No.: 1208-00

**EXHIBIT 2 - ITEM 2
ENGINEER'S PRELIMINARY COST ESTIMATE
EAST GARRISON
REIMBURSABLE IMPROVEMENTS FROM MCWD
FORT ORD, MONTEREY COUNTY**

(Refer to Exhibits 2-3 and 2-4 for Line Item Designations)

Item	Description	Quantity	Unit	Unit Price	Amount
A Phase 1 24" Water Main					
1	24" DIP Class 52 Water Main in Reservation Road	2,967	LF	\$ 140.00	\$ 415,380
2	Reservation Road Traffic Control	1	LS	\$ 10,000.00	\$ 10,000
3	24" DIP Class 52 Water Main in Phase 1 On-Site	1,436	LF	\$ 140.00	\$ 201,040
4	24" DIP Class 52 Water Main in Phase 2 On-Site	1,067	LF	\$ 140.00	\$ 149,380
Sub-Total					\$ 775,800
10% Construction Contingency					\$ 77,580
10% Bond					\$ 77,580
Engineering & Staking					\$ 66,000
5% Project Management					\$ 38,790
Plan Check (2% + \$500, unless waived)					\$ 16,016
Inspection (3% unless waived)					\$ 23,274
Adjusted Total (rounded to the nearest \$1,000)					\$ 1,075,000
B Phase 1 Reservation Road Sanitary Sewer Force Main					
1	Replace Ex 6" FM with 8" FM in Reservation Road Along Project Frontage	4,010	LF	\$ 90.00	\$ 360,900
2	Connect to Ex SSMH P34	1	LS	\$ 5,000.00	\$ 5,000
3	Reservation Road Traffic Control	1	LS	\$ 10,000.00	\$ 10,000
Sub-Total					\$ 375,900
10% Construction Contingency					\$ 37,590
10% Bond					\$ 37,590
Engineering & Staking					\$ 36,000
5% Project Management					\$ 18,795
Plan Check (2% + \$500, unless waived)					\$ 8,018
Inspection (3%, unless waived)					\$ 11,277
Adjusted Total (rounded to the nearest \$1,000)					\$ 525,000

Item	Description	Quantity	Unit	Unit Price	Amount
C Phase 1 Offsite Recycled Water					
1	8" C900 PVC Recycled Water Main	38	LF	\$ 40.00	\$ 1,520
2	12" C900 PVC Recycled Water Main	62	LF	\$ 64.00	\$ 3,968
3	Reservation Road Traffic Control	1	LS	\$ 2,000.00	\$ 2,000
Sub-Total					\$ 7,488
10% Construction Contingency					\$ 749
10% Bond					\$ 749
Engineering & Staking					\$ 1,000
5% Project Management					\$ 374
Plan Check (2% + \$500, unless waived)					\$ 650
Inspection (3%, unless waived)					\$ 225
Adjusted Total (rounded to the nearest \$1,000)					\$ 11,000
GRAND TOTAL REIMBURSEMENT AMOUNT FROM MCWD					\$ 1,611,000



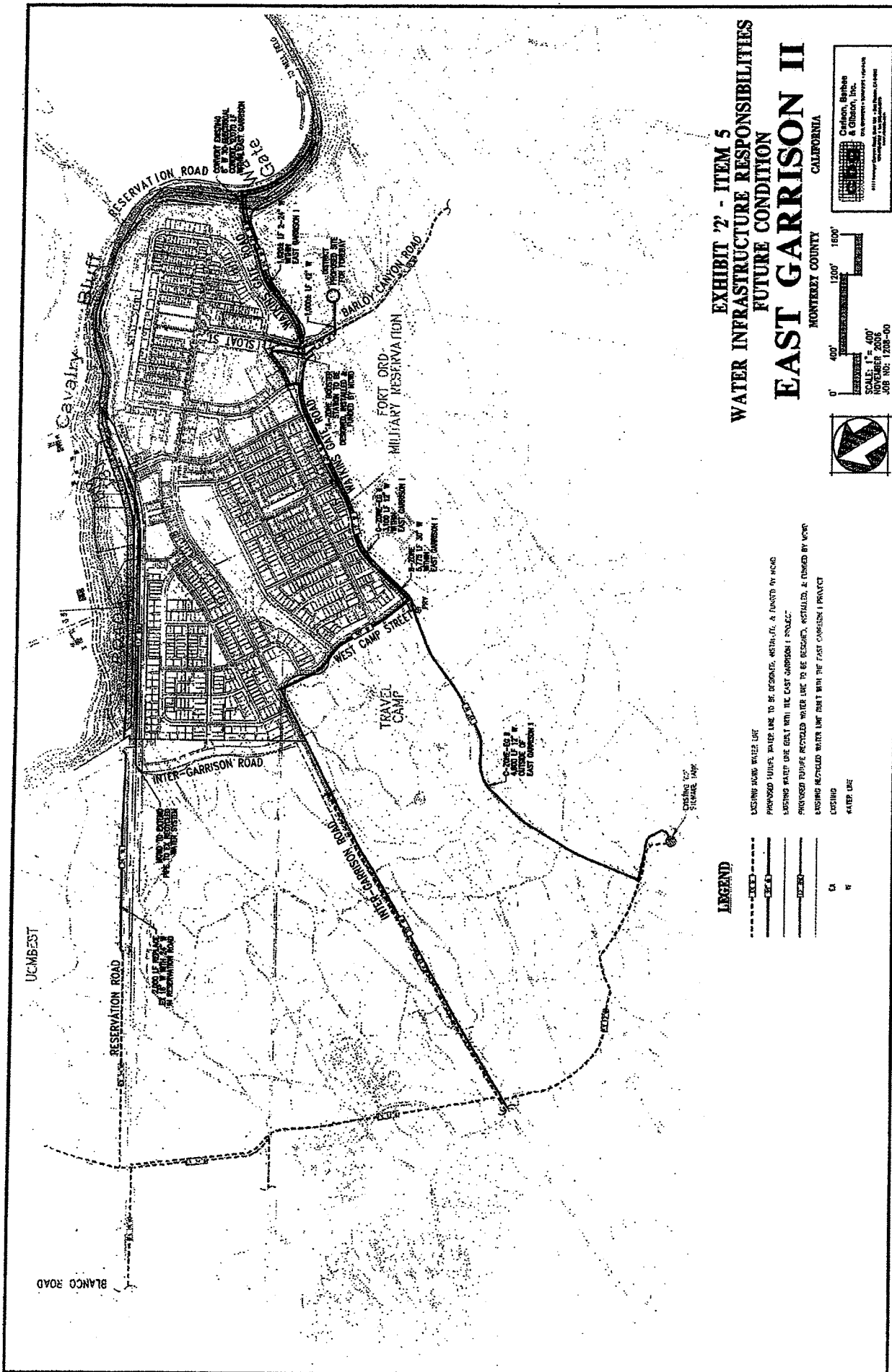


EXHIBIT 2

Format of

Work Release for Water, Sewer and Recycled Water Facilities

Type of Facility (mark all that apply)	Location	Funding Source
<input type="checkbox"/> Water	<input type="checkbox"/> In-Tract	<input type="checkbox"/> CIP FY _____
<input type="checkbox"/> Sewer	<input type="checkbox"/> Out-Of-Tract	<input type="checkbox"/> Developer _____
<input type="checkbox"/> Recycled Water		

Scope of Work – Description:

Attachments:

Drawings:

Specifications:

Estimated Start Date: _____

Estimated Completion Date: _____

Estimated Costs \$ _____

Actual Eligible Costs for reimbursement shall be based on contracts, invoices and other documentation of Eligible Costs as provided in Section 2.2 of this Agreement.

Agreed:

DEVELOPER:	DISTRICT:
East Garrison Partners I, LLC, a California limited liability company	Marina Coast Water District, a California water district
By: _____ Title: Its Co-managing member	By: _____ General Manager
By: _____ Title: _____	Date Signed: _____

EXHIBIT 3

EXHIBIT 3A

**Capital Improvement Project List used as
Basis of District Capacity Charges**

EXHIBIT 3B

Current District Capital Improvement Project List

[TO BE INSERTED]

Marina Coast Water District																
All Costs are in 2006 Dollars																
CIP #	CIP	M/P #	FORA	Mar.												DRAFT
Marina Water 01-00-160-000																
FY 2006/2007																
MW-0101	Marina/Ord Inertia & Water Distribution System Master Plan									300,000	300,000	448,000	0	0	0	0
MW-0102	Bayer Tank Improvement Project									837,262	5,262	5,262	0	0	0	0
MW-0103	Design/Build Desalination Retrofit									700,000	700,000	0	700,000	0	0	0
MW-0104	Disinfection (design/build)									840,925	735,000	835,000	0	0	0	0
MW-0105	Reservoir Road Pipeline Extension (design/construction)									1,317,000	1,000,000	1,360,000	0	0	0	0
MW-0106	Hillcrest Water Pipeline Connection (design/construction)									40,000	40,000	0	0	0	0	0
MW-0107	Calif. Ave Extension - Reindollar to Reservation (construct)									250,000	250,000	213,000	0	0	0	0
MW-0108	System Improvements per 2006 Water Master Plan									200,000	300,000	340,000	0	0	0	0
MW-0109	Lake Court Waterline Extension (design/construction)									125,000	125,000	0	125,000	0	0	0
MW-0110	Beach Road Pipeline (design/construction)									680,000	0	0	680,000	0	0	0
MW-0111	Construct "A1/A2" Zone Tank & B/C Booster Sta @ CSUMB (design/build)									6,800,000	0	0	1,300,000	0	0	0
MW-0112	Reindollar PRV (design/construction)									100,000	0	0	100,000	0	0	0
MW-0113	Deconstruct Bayer Tank (demolition)									250,000	0	0	250,000	0	0	0
MW-0114	Corp Yard (design)									600,000	240,000	0	240,000	0	0	0
WD-0106	Asset Management Program - Phase I									250,000	0	0	100,000	0	0	0
WD-0110	SCADA System Improvements (planning/construction)									400,000	0	0	160,000	0	0	0
WD-0115											3,695,262	3,201,262	3,625,000	0	0	0
Total FY 2006/2007																
FY 2007/2008																
GW-0123	Marina Station - Well 12 Hydrogen Sulfide Treatment (design)	3.01								80,000	0	0	0	80,000	0	0
WD-0106	Construct "B2" Zone Tanks @ CSUMB(design)									410,000	0	0	0	160,000	0	0
WD-0110	Corp Yard (demolition/construction)									5,000,000	0	0	0	2,000,000	0	0
	Asset Management Program - Phase II									750,000	0	0	0	300,000	0	0
	System Improvements per 2006 Water Master Plan									500,000	0	0	0	500,000	0	0
TOTAL FY 2007-2008																
FY 2008/2009																
WD-0110	Marina Station - Well 12 Hydrogen Sulfide Treatment (construction)									800,000	0	0	0	0	800,000	0
	Asset Management Program - Phase III									1,500,000	0	0	0	0	600,000	0
	Patton School Inertia (design/construction)									125,000	0	0	0	0	62,500	0
	Salinas Road Pipeline Extension									312,700	0	0	0	0	312,700	0
GW-0123	Construct "B2" Zone Tank @ CSUMB (construct)	3.01								4,100,000	0	0	0	0	1,100,000	0
	System Improvements per 2006 Water Master Plan									500,000	0	0	0	0	500,000	0
TOTAL FY 2008/2009																
FY 2009/2010																
	System Improvements per 2006 Water Master Plan									500,000	0	0	0	0	0	500,000
	2011 Marina Water Master Plan									250,000	0	0	0	0	0	250,000
	2010 Urban Water Mgmt. Update									100,000	0	0	0	0	40,000	0
TOTAL FY 2009/2010																
FY 2010/2011 & Beyond																
	System Improvements per 2006 Water Master Plan									0	0	0	0	0	0	500,000
TOTAL FY 2010/2011 & Beyond																
TOTAL - Marina Water																
3,695,262 3,201,262 3,625,000 3,040,000 3,375,200 790,000 500,000																

Marina Coast Water District										DRAFT								
All Costs are in 2006 Dollars																		
CIP #	CIP	FORA	Mar.							Capital Cost	FY 05/06 Budget	FY 05/06 Projected	FY 06/07 Proposed	FY 07/08 Proposed	FY 08/09 Proposed	FY 09/10 Proposed	FY 10/11 & Beyond	
Ord Community Water 03-00-160-000																		
FY 2008/2007																		
OW-0116	1.04M	E-09/10								700,000	700,000	450,000	0	0	0	0	0	
OW-0116	3.08M	E-09/10								500,000	500,000	0	500,000	0	0	0	0	
OW-0117										45,000	15,000	45,000	0	15,000	0	0	0	
OW-0118	3.02									230,000	215,000	215,000	0	0	0	0	0	
OW-0119	3.03M									488,000	403,000	403,000	0	0	0	0	0	
OW-0120	3.01M									145,000	120,000	110,000	0	0	0	0	0	
OW-0121	2008 MF									6,800,000	4,500,000	0	3,700,000	0	0	0	0	
OW-0124	5.03	9B/9C								200,000	200,000	0	200,000	0	0	0	0	
OW-0125	5.04	8-07/08								725,000	300,000	51,000	0	0	0	0	0	
OW-0126	3.02									345,000	345,000	100,000	0	0	0	0	0	
OW-0119	3.03M									150,000	150,000	150,000	0	0	0	0	0	
OW-0122										6,000,000	3,750,000	0	6,000,000	0	0	0	0	
OW-0124	5.01	9B/9C								650,000	0	0	0	0	0	0	0	
OW-0127	5.17M									700,000	525,000	1,350,000	0	0	0	0	0	
OW-0128										500,000	500,000	0	500,000	0	0	0	0	
OW-0116	3.08M	E-09/10								1,750,000	0	0	1,750,000	0	0	0	0	
OW-0129	1.03									785,000	0	0	0	785,000	0	0	0	
OW-0130	2008 MF									690,000	0	0	0	0	0	0	0	
OW-0131	2008 MF	2-07/08	R38							500,000	0	0	500,000	0	0	0	0	
OW-0118	3.02									3,500,000	222,000	0	3,500,000	0	0	0	0	
WD-0106										600,000	0	0	222,000	0	0	0	0	
WD-0110										250,000	0	0	92,500	0	0	0	0	
WD-0115										400,000	0	0	148,000	0	0	0	0	
										20,658	0	0	10,328	0	0	0	0	
										12,445,000	2,874,000	17,622,828	1,450,000	0	0	0	0	
FY 2007/2008																		
GW-0123	3.01									410,000	0	0	0	350,000	0	0	0	
WD-0106										1,000,000	0	0	0	1,000,000	0	0	0	
										5,000,000	0	0	0	1,850,000	0	0	0	
	1.02									346,000	0	0	0	346,000	0	0	0	
OW-0116	3.08M	E-09/10								1,400,000	0	0	0	1,400,000	0	0	0	
OW-0124	5.09	C-07/08								2,750,000	0	0	0	2,750,000	0	0	0	
OW-0121	2008 MF									4,800,000	0	0	0	4,800,000	0	0	0	
										860,000	0	0	0	860,000	0	0	0	
										473,000	0	0	0	473,000	0	0	0	
WD-0110										217,000	0	0	0	217,000	0	0	0	
										750,000	0	0	0	277,500	0	0	0	
										20,658	0	0	0	10,329	0	0	0	
													14,323,828	0	0	0	0	
FY 2008/2009																		
										646,500	0	0	0	0	646,500	0	0	
										300,000	0	0	0	0	300,000	0	0	
GW-0123	3.01									200,000	0	0	0	0	200,000	0	0	
	5.1	7-08/09								4,100,000	0	0	0	0	3,000,000	0	0	
	8-08/09									170,000	0	0	0	0	170,000	0	0	
OW-0116	3.08M	E-09/10								125,000	0	0	0	0	62,500	0	0	
										6,250,000	0	0	0	0	6,250,000	0	0	
										0	0	0	0	0	0	0	0	
										0	0	0	0	0	0	0	0	
										0	0	0	0	0	0	0	0	

Marina Coast Water District														DRAFT													
All Costs are in 2006 Dollars																											
CIP		M/P #		FORA		Mar.		Capital						FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/06		FY 06/07		FY 07/08		FY 08/09		FY 09/10		FY 10/11		FY 10/11		FY 10/11	
CIP #		M/P #		FORA		Mar.		Capital		FY 05/06		FY 05/															

Marina Coast Water District										DRAFT								
All Costs are in 2006 Dollars																		
CIP #	M/P #	CIP	FORA	Mar.						Capital Cost	FY 05/06 Budget	FY 05/06 Projected	FY 06/07 Proposed	FY 07/08 Proposed	FY 08/09 Proposed	FY 09/10 Proposed	FY 10/11 & Beyond	
Ord Community Sewer 04-00-000-000																		
FY 2006/2007																		
OS-0144										2,500,000	1,500,000	1,500,000	0	0	0	0	0	
										100,000	3,000	3,000	0	0	0	0	0	
OS-0145										355,000	225,000	0	355,000	0	0	0	0	
OS-0146	SP1									1,600,000	1,200,000	1,600,000	0	0	0	0	0	
OS-0147	10M									600,000	600,000	638,000	0	0	0	0	0	
OS-0148	5M	2.8								590,000	590,000	0	590,000	0	0	0	0	
OS-0153	26									1,000,000	1,500,000	933,000	0	125,000	0	0	0	
OS-0154										175,000	175,000	40,000	0	0	0	0	0	
OS-0149	7M									475,000	0	0	475,000	0	0	0	0	
OS-0150	19M									1,750,000	0	0	1,750,000	0	0	0	0	
WD-0108										600,000	84,000	0	84,000	0	0	0	0	
WD-0110										250,000	0	0	35,000	0	0	0	0	
WD-0115										400,000	0	0	56,000	0	0	0	0	
										20,658	0	0	10,329	0	0	0	0	
											5,877,000	4,714,000	3,355,329	125,000	0	0	0	
TOTAL 2006/2007																		
FY 2007/2008																		
OS-0151	8									70,000	0	0	0	70,000	0	0	0	
OS-0152	22									280,000	0	0	0	196,000	0	0	0	
	20									1,750,000	0	0	0	1,250,000	0	0	0	
	1M									400,000	0	0	0	400,000	0	0	0	
										150,000	0	0	0	150,000	0	0	0	
WD-0110										750,000	0	0	0	105,000	0	0	0	
										10,000	0	0	0	10,000	0	0	0	
WD-0106										5,000,000	0	0	0	700,000	0	0	0	
										20,658	0	0	0	10,329	0	0	0	
													2,891,329	0	0	0	0	
TOTAL 2007/2008																		
FY 2008/2009																		
										650,000	0	0	0	0	650,000	0	0	
										500,000	0	0	0	0	500,000	0	0	
WD-0110	20									1,500,000	0	0	0	0	210,000	0	0	
	4M									1,120,000	0	0	0	0	1,120,000	0	0	
										20,658	0	0	0	0	10,329	0	0	
													2,490,329	0	0	0	0	
TOTAL 2008/2009																		
FY 2009/2010																		
										8,300,000	0	0	0	0	0	8,300,000	0	
	SP2									400,000	0	0	0	0	0	400,000	0	
										225,000	0	0	0	0	0	225,000	0	
																8,925,000	0	
TOTAL 2009/2010																		
FY 2010/2011 & Beyond																		
	27M									2,200,000	0	0	0	0	0	0	2,200,000	
	28									285,000	0	0	0	0	0	0	285,000	
	29									35,000	0	0	0	0	0	0	35,000	
	30									131,000	0	0	0	0	0	0	131,000	
										61,974	0	0	0	0	0	0	30,987	
																	2,681,987	
TOTAL 2010/2011 & Beyond																		
TOTAL - Ord Community Sewer																		
										5,877,000	4,714,000	3,355,329	3,016,329	2,490,329	8,925,000	2,681,987	2,681,987	

EXHIBIT 4
Non-Capital Improvement Projects
Included in this Agreement

Project Name	Constructed By (Developer Name)	Benefiting (Developer(s))	Proportional Benefit