

June 9, 2014

Marina Coast Water District Brian True, P.E., Capital Projects Manager 2840 4th Avenue Marina, CA 93933

Subject:

University Village Apartments

Potable water distribution and waste water collection system

RE:

Final report and recommendations

Harris & Associates provided construction inspection for the installation of the potable and recycled water distribution and waste water collection systems for the University Village Apartments as authorized Owner representative for the Marina Coast Water District.

SANITARY SEWER COLLECTION SYSTEM

Overview

The sanitary sewer (SS) collection system consists of approximately 740 feet of 8" SS mains, 645 feet of SS laterals (from the main to the building connection) and five manholes. All elements of the SS system were installed by Robinson & Moretti, Inc. per manufacturer's recommendations and project plans and specifications.

<u>Testing</u> (reference Appendix A)

After the installation of the manholes, the sanitary sewer was tested following the MCWD specifications in section 15043. The SS system was tested for leakage, infiltration and deflections/obstructions.

- Leakage was tested using hydrostatic pressure against the backflow devices and capped ends (where line were open at the end) on the laterals. The lines were pressurized to 3.5-4.0 psi and let stand for 5 minutes; no visible leakage witnessed during these tests.
- A mandrel (sized according to the chart in 15043.3.C.1) was pulled through each line; no deflections or obstructions were detected.
- Each of the five manholes was tested in accordance with MCWD specification (section 15043.3.D). There was no visible leakage witnessed during the manhole testing.

The sanitary sewer passed all the tests in specification section 15043 and was eligible to be placed in service as of 5/01/13.

POTABLE WATER SYSTEM

Overview

The potable water system consists of approximately 150 feet of 4", 120 feet of 6", 1500 feet of 8" and 660 feet of 12" C900 PVC piping and a total of 105 - 1" meter sets (ranging from 1" to 1-½" in size). The piping was installed per manufacture's recommendations and project plans and specifications. During pipe installation the design of the restraints and meter banks were modified by the design engineer and the modified installations were witnessed in the field. All bell spigot joints, restraints and meter sets were installed by Robinson & Moretti and witnessed by the inspector.

Testing (reference Appendix B)

The potable water system was tested in accordance with the approved Hydrostatic Test and Disinfection Plan (based on MCWD standard specification section 15042) submitted by Robinson & Moretti (June 10, 2013). The line was disinfected and allowed to sit during the weekend. The pressure of the line was decreased to below that of the MCWD system to eliminate any chances of leakage back into the system. After the weekend the line was flushed; water was de-chlorinated and monitored for chlorine residual during flushing. Once all services were completely flushed of chlorine the line was tested for bacteria by a certified lab (Monterey Bay Analytical Services) and witnessed by the inspector. The samples were taken twice in accordance to AWWA and MCWD standards; 16 samples were taken on 7/1/13 and 7/08/13. All 32 samples came back absent of coliform bacteria.

The potable water line was hydrostatically tested in three phases:

- Phase 1 consisted of testing the entire system at a pressure of 150 psi for a period 4
 hours then pumping the line back to 150psi to determine how much water was put back
 into the system. The maximum allowable leakage over the 4 hour test period was 7.42
 gallons; the actual leakage was 2.78 gallons.
- Phase 2 consisted of pressurizing the 8" lines to 200 psi for a period of 4 hours. The
 maximum allowable leakage over the 4 hour testing period was 4.50 gallons; the actual
 leakage was 1.28 gallons.
- Phase 3 consisted of pressurizing the 12" line to 225 psi for a period of 4 hours. The
 maximum allowable leakage over the 4 hour test period was 3.37 gallons; the actual
 leakage was 0.78 gallons.

After completion of the meter installations on the 6" service lines along 9th Street the line was filled with water and allowed to stand for 24 hours with a chlorine residual of greater than 50ppm and less than 100ppm. Some pressure was let off the 6" pipe at the service connections to create a pressure less than the operating pressure of MCWD's water system to prevent any leakage into the system.

- On 7/16/13 the system was flushed and Bac-t samples were taken by the contractor's laboratory. The test was witnessed by the contractor and the inspector on site.
- On 7/17/13 another Bac-t sample was taken by the laboratory personnel, witnessed by the contractor and inspector on site.

The potable water system met all criteria and testing limits in the approved hydrostatic pressure test and disinfection plan was eligible to be placed in service as of 7/18/13.

Marina Coast Water District University Village Apartments Final Report Page 3

RECYCLED WATER SYSTEM

Overview

The recycled water system consists of approximately 600 feet 4" C900 PVC piping and 3 irrigation meters. The piping was installed per manufacture's recommendations and project plans and specifications. All restraints and meter sets were installed by Robinson & Moretti and witnessed by the inspector.

Testing (reference Appendix C)

The recycled water line was hydrostatically tested in accordance with the approved Hydrostatic Test and Disinfection Plan (based on MCWD standard specification section 15042) submitted by Robinson & Moretti (June 10, 2013). The hydrostatic testing was performed by pumping the line to a pressure of 200 psi for a period of 4 hours then pumping the line back to 200 psi to determine how much water was put back into the system. The maximum allowable leakage over the 4 hour test period was 0.9 gallons; the actual leakage was 0.22 gallons.

EASEMENT DOCUMENT REVIEW

A review of the final easement documents indicated that the legal description, plat and closure calculations all agree with one another; no revisions or corrections were needed.

RECOMMENDATIONS

The potable and recycled water distribution and sanitary sewer collection systems detailed above were built in accordance with the MCWD standards and the plans designed by Ruggeri-Jensen-Azar Engineering (dated 1-15-13 and as amended on 6-20-13). Based on our observations and the results of the testing performed the systems detailed above were eligible to be place in service as of 7/18/2013.

Based on the foregoing information, Harris & Associates recommends that MCWD accept and incorporate the sanitary sewer collection system and water distribution system as installed by Robinson & Moretti at the University Village Apartment site effective 6/9/2014.

Regards,
HARRIS & ASSOCIATES

PATIRICK DOBBINS

Patrick M. Dobbins, PE Senior Project Manager

ATTACH : PUNCH LIST





MARINA COAST WATER DISTRICT UNIVERSITY VILLAGE APARTMENTS PUNCH LIST

Original walk-thru 3/11/2014

| | | Original Walk-tillu 3/ 11/2014 | |
|--------|---|---|--------------------|
| ITEM # | LOCATION | DESCRIPTION | DATE COMPLETE |
| н | ALL - hydrants | Touch up with matching paint | 4/30/2014 |
| 2 | ALL - sanitary sewer MH covers | Weld "MCWD" | 4/30/2014 |
| က | 9th St - on-site irrigation main | valve & meter boxes to match final grade | 4/30/2014 |
| 4 | 9th St - on-site irrigation main | BFPD must be 12" off finished grade | 4/30/2014 |
| 2 | 9th St fence line | mark buried MH | 4/30/2014 |
| 9 | ALL - curb | grind "W" in curb @ begin/end of meter bank locations | 4/30/2014 |
| 7 | 9th St | distinguish blow-off for recycled water from potable water | 4/30/2014 |
| ∞ | 9th St off-site irrigation | valve & meter box to match finished grade | 4/30/2014 |
| 6 | ALL - valve & meter boxes | meter boxes to grade and gravel in bottom of box per detail | 4/30/2014 |
| 10 | SSMH #5 | ownership? Details in progress | 5/19/2014 |
| 11 | SSMH #1 | mortar rings & dings | 4/30/2014 74// |
| 12 | SSMH#2 | mortar rings & dings in concrete / change cover to sanitary sewer cover | 4/30/2014 MTX/ |
| 13 | SSMH #3 | mortar rings & dings in concrete / change cover to sanitary sewer cover | 4/30/2014 |
| 14 | ALL - sanitary sewer clean-outs | use "pop-up" tops per detail provided (Brian T to provide email) | 4/30/2014 24/4/ |
| 15 | SSMH #4 | mortar rings & dings | 4/30/2014 DIV |
| 16 | Potable water line along 2nd Ave | confirm 7-foot clearance to tree plantings | 4/30/2014 ATM |
| 17 | Irrigation | all "box" lids should indicate water is for irrigation | 6/9/2014 |
| 18 | Bldg "D" (box adjacent to unit 117 meter box) | plug pipe ends and remove meter box | 6/9/2014 - |
| 19 | ARV on the DCDV | need snorkle | 6/6/2014 |
| 20 | Fire hydrant caps | replace caps with cast iron (vs. current plastic) | 5/30/2014 |
| 21 | As-builts | ensure that all items are accurately shown | 6/9/2014 Prov. App |
| | | | |

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Marina Coast Water District

11 Reservation Road

Marina, CA 93933

Attention: Brian True

Stephen L. Vagnini Monterey County Recorder Recorded at the request of Filer

CRDAWN 6/03/2014 11:49:10

DOCUMENT: 2014025543 Titles: 1/ Pages: 11

51.00

(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 public entity

GRANT OF EASEMENTS

This Grant of Easements, dated this 11th day of March, 2014, is made by University Village Associates, 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 Easement Area hereinafter defined.

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, under 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, its tenants, agents, employees, guests and invitees, 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, fences, block walls, landscaping, shrubbery, trees or other structures or improvements shall be constructed upon, over, under and along the Easement Area without first obtaining the prior written consent of Grantee other than those improvements, including but not limited to a sidewalk, on plans previously submitted by Grantor and reviewed and agreed to by Grantee. Grantee does hereby agree that it will not unreasonably withhold such future consent.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground by Grantor, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities by Grantor without first obtaining the prior written consent of Grantee. Grantee agrees 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 improvements, trees, shrubbery, fences, walls or other plantings or structures situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area. Grantor, and its successors or assigns, shall be responsible for timely repair of any other improvements placed within the Easement Area including but not limited to any concrete-works. Notwithstanding, Grantor acknowledges that in the course of normal repairs for Grantee's underground utilities, Grantee shall be responsible only for repair and replacement of turf and asphalt displaced as a result of said repair and replacement.

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 and/or Grantor's successors and assigns, and that Grantee shall have no responsibility for such costs, without limitation.

The Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and 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.

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interest conveyed by the foregoing Grant of Easements from University Village Associates, a California limited partnership, to the 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 January 12, 2010.

Dated this 20th day of March, 2014, at Marina, California.

| MARINA COAST WATER DISTRICT |
|--|
| a county water district and political subdivision |
| of the State of California |
| By: Pun P. Lee Name: Brian C. Lee |
| Name: Brian C. Lee |
| Title: Interim General Manager |
| |
| ACKNOWLEDGEMENT |
| |
| STATE OF CALIFORNIA) |
|) SS. |
| COUNTY OF MONTEREY |
| |
| On March 20, 2014, before me, Paula Riso, Notary Public |
| personally appeared <u>Brian C. Lee</u> , who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons 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. PAULA RISO Commission # 2013185 Notary Public - California Monterey County |
| My Comm. Expires Apr 7, 2017 |

(This area for official notarial seal)

Taula Yorsi

Notary Public in and for said State

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the date set forth above.

UNIVERSITY VILLAGE ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: SCHC University Village LLC,
a California limited liability company,
its managing general partner

By: South County Housing Corporation,

its sole member/manager

By:

Dennis Lalor

President and Chief Executive Officer

a California nonprofit public benefit corporation,

By: Newport Development, LLC, a California limited liability company, its administrative general partner

> By: Newport Partners, LLC, a California limited liability company, its sole member

> > By: Monique Hastings
> > Member/Manager

CERTIFICATE OF ACCEPTANCE GOVERNMENT CODE SECTION 27281

| This is to certify acce | eptance of the interests conveyed by the foregoing Grant of |
|------------------------------|---|
| Easements from | , a-California |
| to Marina Coast Water Distr | ict, a county-water district and political subdivision of the |
| State of California ("MCWI | O") and consent by MCWD to recordation of this Grant of |
| Easements by its duly author | rized member, pursuant to the authorization and consent |
| MCWD granted on | • |
| | |
| Dated this day o | f, 20 , at Marina, California. |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| COUNTY OF SANTA CLARA) | |
|---|---|
| of satisfactory evidence to be the person vinstrument and acknowledged to me that | he/she executed the same in his/her authorized the instrument the person, or entity upon behalf |
| I certify under PENALTY OF PERJURY the foregoing paragraph is true and correct | under the laws of the State of California that |
| | Witness my hand and official seal. |
| MARGIE MASTRINI Commission # 1984086 Notary Public - California Santa Clara County My Comm. Expires Jul 2, 2016 | |
| Place Notary Seal Above | Signature of Notary Public |
| Description of Attached Document Marina Water Dist Grant of Easem Number of Pages 4+ Exhibit A + B | ords Document Date 3/11/14 |

| State of California |) Irvine |
|--|---|
| County of Orange | _ |
| On $MAY 2,2014$ before me, Q | Here Insert Name and Title of the Officer Hastings Hame(e) of Signer(e) |
| personally appeared MCVialle | Hastinas |
| | Name(a) of Signer(e) |
| | |
| LAUREN MICHEL CARTER Commission # 2006721 Notary Public - California Orange County | who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| My Comm. Expires Feb 8, 2017 | 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: James Michal Catter |
| Place Notary Seal Above | PTIONAL Signature of Notary Public |
| | d by law, it may prove valuable to persons relying on the document oval and reattachment of this form to another document. |
| Description of Attached Document | n |
| Title or Type of Document: Grave C | |
| | Number of Pages: |
| Signer(s) Other Than Named Above: DC | MNIS LOIOY |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: | |
| ☐ Corporate Officer — Title(s): | |
| OF SI | UMBPRINT Individual RIGHT THUMBPRINT OF SIGNER OF SIGNER |
| | umb here ☐ Partner — ☐ Limited ☐ General Top of thumb here |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| | |

"EXHIBIT A" LEGAL DESCRIPTION

All that real property situated in the City of Marina, County of Monterey, State of California, being a portion of Lot 36 as shown on the Parcel Map recorded November 1, 2012 in Volume 23 of Parcel Maps, at Page 27, Records of Monterey County, California, being more particularly described as follows:

Beginning at the northwest corner of said Lot 36, said point being the beginning of a Public Utility easement; thence along the north line of said Lot 36, S88°20'00"E, a distance of 17.26 feet; thence leaving said north line, S01°40'00"W, a distance of 22.97 feet; thence S88°20'00"E, a distance of 178.25 feet; thence N01°40'00"E, a distance of 22.97 feet to the north line of said Lot; thence along the north line, S88°20'00"E, a distance of 25.00 feet; thence leaving said north line, S01°40'00"W, a distance of 12.97 feet; thence S88°20'00"E, a distance of 120.75 feet; thence S01°40'00"W, a distance of 1.03 feet to an angle point on the north line of said Lot; thence along said north line, S88°20'00"E, a distance of 66.50 feet; thence leaving said north line, S01°40'00"W, a distance of 8.97 feet; thence S88°20'00"E, a distance of 96.94 feet; thence N01°40'00"E, a distance of 8.97 feet to the north line of said Lot; thence along said north line, \$88°20'00"E, a distance of 20.00 feet; thence leaving said north line, S01°40'00"W, a distance of 8.97 feet; thence S88°20'00"E, a distance of 44.56 feet to a point on a line 5.4 feet westerly of, and parallel with, the east line of said Lot; thence along said parallel line, S01°40'00"W, a distance of 20.00 feet; thence leaving said parallel line, N88°20'00"W, a distance of 3.50 feet; thence S01°40'00"W, a distance of 5.03 feet; thence N88°20'00"W, a distance of 13.00 feet; thence N01°40'00"E, a distance of 5.03 feet; thence N88°20'00"W, a distance of 68.02 feet; thence S01°40'00"W, a distance of 24.00 feet; thence N88°19'26"W, a distance of 25.18 feet; thence N01°40'00"E, a distance of 24.00 feet; thence N88°20'00"W, a distance of 49.34 feet; thence S01°40'00"W, a distance of 20.00 feet; thence N88°20'00"W, a distance of 2.45 feet; thence S01°40'00"W, a distance of 164.30 feet; thence S88°20'00"E, a distance of 21.00 feet; thence S01°40'34"W, a distance of 31.46 feet; thence N88°20'00"W, a distance of 21.00 feet; thence S01°40'01"W, a distance of 1.10 feet; thence N88°20'00"W, a distance of 7.00 feet; thence S01°40'00"W, a distance of 21.15 feet; thence S88°20'00"E, a distance of 10.33 feet; thence S01°40'00"W, a distance of 13.14 feet; thence S43°20'00"E, a distance of 22.15 feet; thence S01°40'00"W, a distance of 30.10 feet to the south line of said Lot; thence along said south line, N88°20'00"W, a distance of 20.00 feet; thence leaving said south line, N01°40'00"E, a distance of 21.82 feet; thence N43°20'00"W, a distance of 36.76 feet; thence N01°40'00"E, a distance of 249.10 feet; thence N88°20'00"W, a distance of 104.05 feet; thence S01°40'00"W, a distance of 24.04 feet; thence N88°19'26"W, a distance of 42.74 feet; thence N01°40'00"E, a distance of 17.53 feet; thence N88°19'34"W, a distance of 3.47 feet; thence N01°40'00"E, a distance of 6.50 feet; thence N88°20'00"W, a distance of 10.00 feet; thence S01°40'00"W, a distance of 123.48 feet; thence N88°20'00"W, a distance of 25.00 feet; thence N01°40'00"E, a distance of 123.48 feet; thence N88°20'00"W, a distance of 24.00 feet; thence S01°40'00"W, a distance of 24.05 feet; thence N88°16'41"W, a distance of 42.26 feet; thence N01°40'00"E, a distance of 24.01 feet; thence N88°20'00"W, a distance of 93.43 feet; thence S01°40'00"W, a distance of 11.00 feet; thence N88°20'00"W, a distance of 18.55 feet; thence S01°40'00"W, a distance of 83.89 feet; thence S88°20'00"E, a distance of 32.00 feet; thence S01°40'34"W, a distance of 31.20 feet;

thence N88°20'00"W, a distance of 32.00 feet; thence S01°39'56"W, a distance of 71.19 feet; thence S88°19'26"E, a distance of 36.00 feet; thence S01°40'34"W, a distance of 10.00 feet; thence N88°19'26"W, a distance of 36.00 feet; thence S01°39'50"W, a distance of 23.48 feet; thence S88°20'00"E, a distance of 9.95 feet; thence S01°40'00"W, a distance of 10.00 feet; thence N88°20'00"W, a distance of 9.95 feet; thence S01°40'00"W, a distance of 1.34 feet to the westerly line of said Lot and the beginning of a non tangent curve to the left, of which the radius point lies S70°30'50"W, a radial distance of 224.00 feet; thence along said west line, northwesterly along said curve, through a central angle of 11°21'12", a distance of 44.39 feet; thence leaving said west line, N01°40'00"E, a distance of 229.53 feet; thence S88°20'00"E, a distance of 2.74 feet; thence N01°40'00"E, a distance of 16.00 feet to the **Point of Beginning**.

Containing 34,776 square feet, more or less.

As shown on "Exhibit B", attached hereto and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

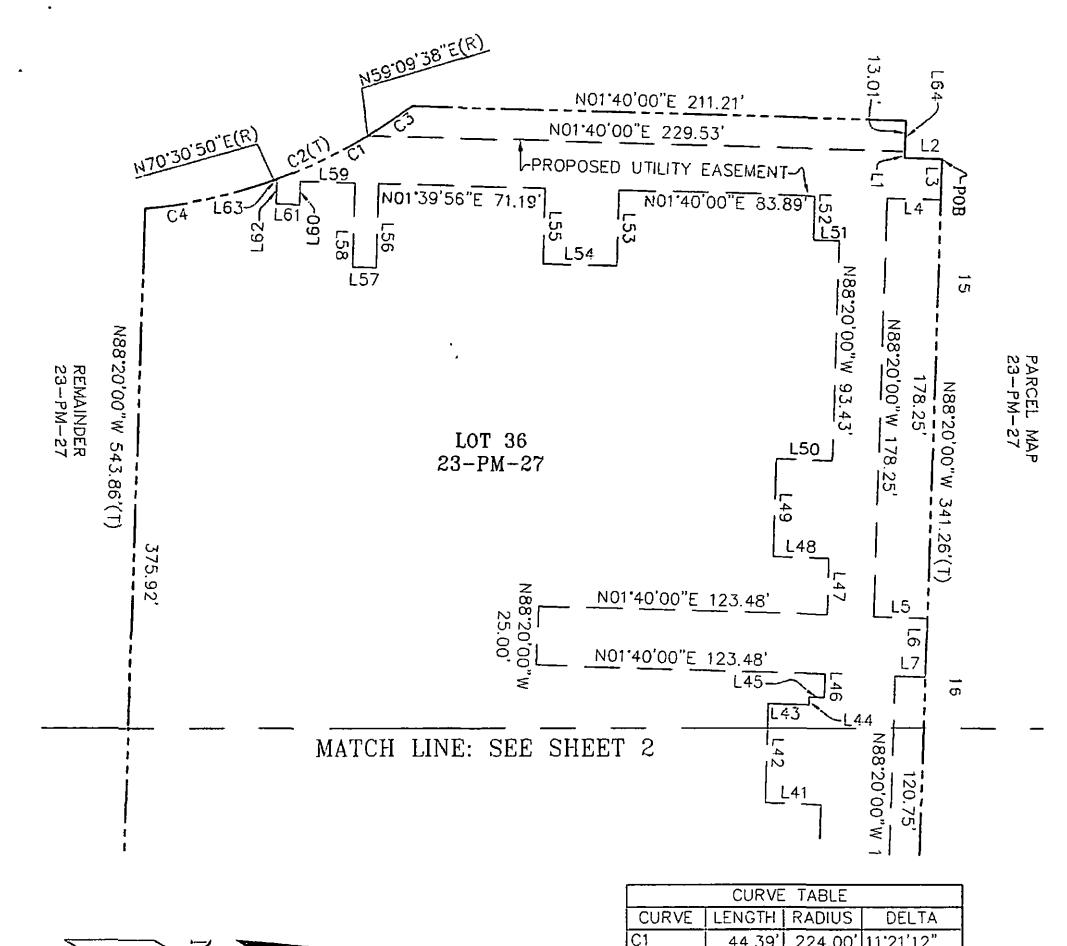
Bryan Pierce, PLS 8859

Date

Expires: 12/31/2013

₩ Mo. 8859

OF CALIFOR

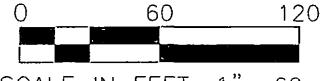




| POB | POINT OF BEGINNING |
|-------------|--------------------|
| | BOUNDARY LINE |
| | EXISTING LOT LINE |
| | NEW EASEMENT |
| (R) | RADIAL BEARING |
| (T) | TOTAL DIMENSION |

CURVE TABLE CURVE LENGTH RADIUS DELTA C1 44.39' 224.00' 11'21'12" C2 123.51' 224.00' 31'35'27" C3 22.48' 224.00' 5'45'01" C4 56.64' 224.00' 14'29'14"

SEE SHEET 3 FOR LINE TABLE



SCALE IN FEET: 1"= 60

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION FOR UTILITY EASEMENT

A PORTION OF LOT 36 DESCRIBED BY THE PARCEL MAP RECORDED NOVEMBER 1, 2012 IN VOLUME 23, PAGE 27, RECORDS OF MONTEREY COUNTY, CALIFORNIA MARINA, CALIFORNIA



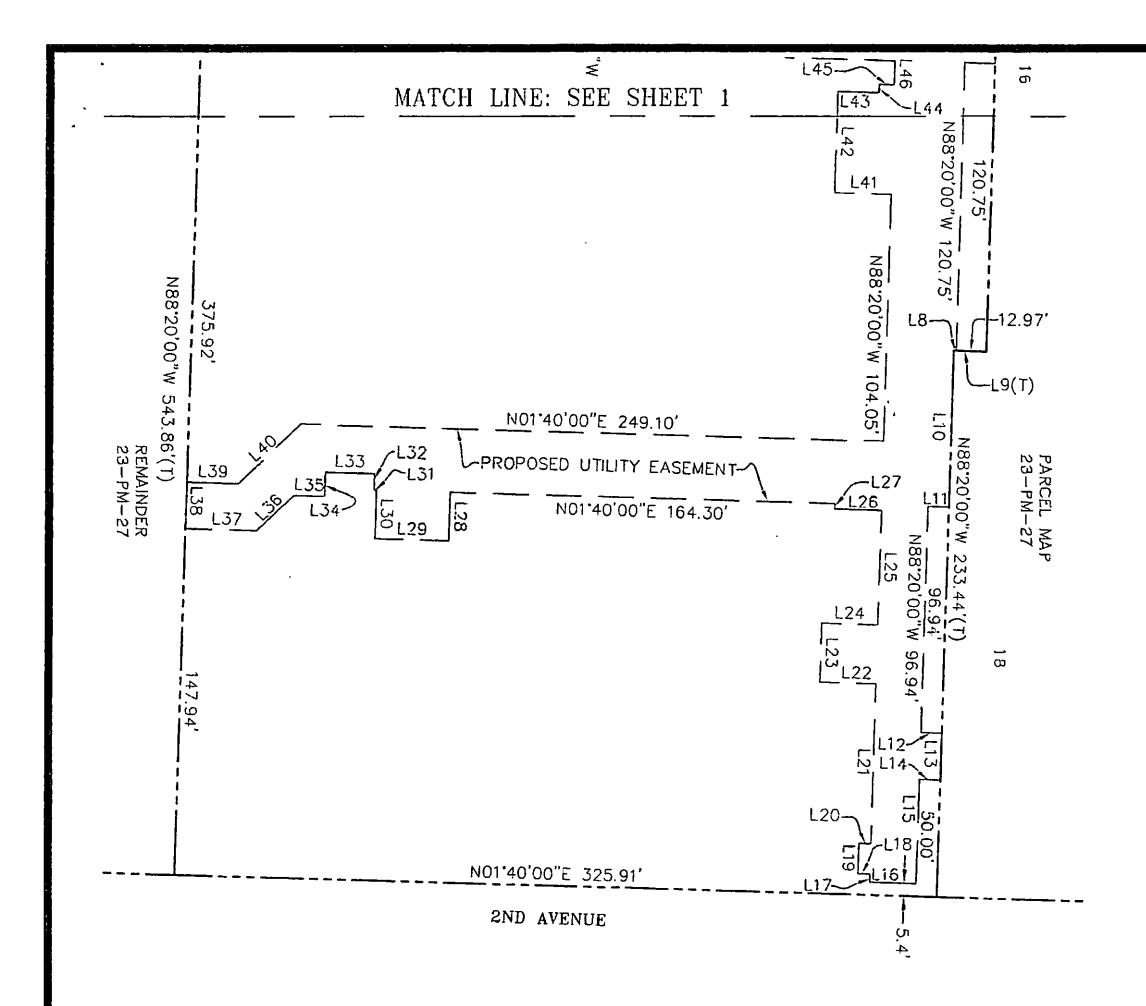
SHEET 1 OF 3

RUGGERI-JENSEN-AZAR

ENGINEERS - PLANNERS - SURVEYORS

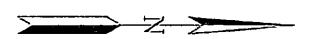
SCALE: 1"= 60' DATE: 12/20/13

JOB NO.; 052045

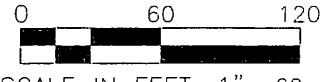


LEGEND

POB POINT OF BEGINNING
BOUNDARY LINE
EXISTING LOT LINE
NEW EASEMENT
(R) RADIAL BEARING
(T) TOTAL DIMENSION



SEE SHEET 3 FOR LINE TABLE



SCALE IN FEET: 1"= 60

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION FOR UTILITY EASEMENT

A PORTION OF LOT 36 DESCRIBED BY THE PARCEL MAP RECORDED NOVEMBER 1, 2012 IN VOLUME 23, PAGE 27, RECORDS OF MONTEREY COUNTY, CALIFORNIA MARINA, CALIFORNIA



SHEET 2 OF 3

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO ARROYO GUROY CA 95020 PHONE: (406) 848-0300 FAX: (408) 848-0302

SCALE: 1"= 60' DATE: 12/20/13

JOB NO.: 052045

| | LINE TABLE | |
|-------------------|-------------|-----------------|
| LINE | BEARING | DIST |
| L1 | N88'20'00"W | 2.74 |
| L2 | N01'40'00"E | 16.00 |
| L3 | N88'20'00"W | 17.26 |
| L4 | N01'40'00"E | 22.97 |
| L5 | N01*40'00"E | 22.97 |
| L6 | N88'20'00"W | 25.00 |
| L7 | N01'40'00"E | 12.97 |
| L8 | N01'40'00"E | 1.03' |
| L9(T) | N01'40'00"E | 14.00' |
| L10 | N88'20'00"W | 66.50 |
| L11 | N01'40'00"E | 8.97' |
| L12 | N01'40'00"E | 8.97 |
| L13 | N88'20'00"W | 20.00' |
| L14 | N01'40'00"E | 8.97' |
| L15 | N88°20'00"W | 44,56 |
| L16 | N01'40'00"E | 20.00' |
| L17 | N88'20'00"W | 3.50 |
| L18 | N01'40'00"E | 5.03' |
| L19 | N88*20'00"W | 13.00' |
| L20 | N01'40'00"E | 5.03' |
| L21 | N88°20'00"W | 68.0 <u>2</u> ′ |
| L22 | N01'40'00"E | <u>2</u> 4.00' |
| L23 | N88'19'26"W | <u> 25.18'</u> |
| L24 | N01'40'00"E | 24,00' |
| L25 L26 L27 | N88'20'00"W | 49.34 |
| L26 | N01'40'00"E | 20.00' |
| L27 | N88'20'00"W | 2.45' |
| 11.28 | N88'20'00"W | 21.00 |
| L29 | N01'40'34"E | 31.46 |
| L30 | N88'20'00"W | 21.00' |
| L30 L31 L32 | N01'40'01"E | 1.10' |
| L32 | N88'20'00"W | 7.00 |

| | LINE TABLE | |
|------------|--------------|--------|
| LINE | BEARING | DIST |
| L33 | N01'40'00"E | 21.15' |
| L34 | N88'20'00"W | 10.33' |
| L35 | N01'40'00"E | 13.14 |
| L36 | N43°20'00"W | 22.15 |
| L37 | N01°40'00"E | 30.10 |
| L38 | N88'20'00"W | 20.00' |
| L39 | N01'40'00"E | 21.82 |
| L40 | N43°20'00"W | 36.76 |
| L41 | N01'40'00"E | 24.04 |
| L42 | N8819'26"W | 42.74 |
| L43 | N01'40'00"E | 17.53 |
| L44 | N8819'34"W | 3.47' |
| L45 | N01'40'00"E | 6.50' |
| L46 | N88°20'00"W | 10.00' |
| L47 | N88°20'00"W | 24.00' |
| L48 | N01°40'00"E | 24.05' |
| L49 | N8816'41"W | 42.26' |
| L50 | N01°40'00"E | 24.01' |
| L51 | N01'40'00"E | 11.00' |
| L52 | N88°20'00"W | 18.55' |
| L53 | N88°20'00"W | 32.00' |
| L54 | N01'40'34"E | 31.20' |
| L55 | N88'20'00"W | 32.00' |
| L56 | N8819'26"W | 36.00' |
| L57 | N01'40'34"E | 10.00' |
| L58 | N8819'26"W | 36.00 |
| L59 | N01'39'50"E | 23.48' |
| L60 | N88'20'00"W | 9.95' |
| L61 | N01"40'00"E | 10.00 |
| L62 | N88.50,00,.M | 9.95' |
| L63 L64 | N01"40'00"E | 1.34 |
| L64 | N88'20'00"W | 15.75 |

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION FOR UTILITY EASEMENT

A PORTION OF LOT 36 DESCRIBED BY THE PARCEL MAP RECORDED NOVEMBER 1, 2012 IN VOLUME 23, PAGE 27, RECORDS OF MONTEREY COUNTY, CALIFORNIA MARINA, CALIFORNIA



SHEET 3 OF 3

RUGGERI-JENSEN-AZAR

ENGINEERS - PLANNERS - SURVEYORS 805: CAMINO APROYC - SCHOY, CA 95020 PROME (406) 846-0300 - FAX (408) 848-0302

DATE: SCALE: 1"= 60' 12/20/13

JOB NO.: 052045

END OF DOCUMENT

BILL OF SALE

SEWER SYSTEM FACILITIES – Approximately 425-LF of 8-inch sewer main; approximately 500-LF of small diameter sewer service and lateral lines; 4 manholes

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Applicant for sewer 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 sewer installation, including mains, manholes, laterals, and other appurtenances to said sewer installation, constructed and installed in accepted and recorded easements per accepted As-Built Plans dated JUNE 10, 2014, UNIVERSITY VILLAGE APARTMENTS, Plan Sheets C1-C6, C10-C13, C17, and C18, and further warrants that the same is free and clear of any encumbrances and claims. The fair market value of the sewer system transferred to the District is \$82,040.

WATER SYSTEM FACILITIES – Approximately 660-LF of 12-inch water main; approximately 1,500-LF of 8-inch water main; 245-LF of 6-inch water main; 6 fire hydrants

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 accepted As-Built Plans dated JUNE 10, 2014, UNIVERSITY VILLAGE APARTMENTS, Plan Sheets C1-C6, C10-13, C17 and C18, 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 \$284,975.

RECLAIMED WATER SYSTEM FACILITIES – Approximately 560-LF of 4-inch reclaimed water main

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Applicant for reclaimed 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 reclaimed water installation, including mains, laterals, valves, PRV's, and other appurtenances to said water installation, constructed and installed in accepted and recorded easements per accepted As-Built Plans dated JUNE 10, 2014, UNIVERSITY VILLAGE APARTMENTS, Plan Sheets C1-C6, C10-C13, C17, and C18, and further warrants that the same is free and clear of any encumbrances and claims. The fair market value of the reclaimed water system transferred to the District is \$13,320.

This Bill of Sale is in accordance with and subject to the Infrastructure Agreement dated October 26, 2012 between UNIVERSITY VILLAGE ASSOCIATES and Marina Coast Water District. UNIVERSITY VILLAGE ASSOCIATES represents and warrants that, to the knowledge of DEVELOPMENT ENTITY, its members, officers, and employees, UNIVERSITY VILLAGE ASSOCIATES 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:

UNIVERSITY VILLAGE ASSOCIATES, a California Limited Partnership,

By: UNIVERSITY VILLAGE LLC, a California limited liability company,

By: SOUTH COUNTY HOUSING

CORPORATION,

a California Nonprofit Public Benefit Corporation, Managing Member

By:

Dennis Lalor, Presiden

STATE OF CALIFORNIA)

Santa Clara) ss

COUNTY OF MONTEREY ***)

On June 1 2014 before me, Margie Mastrini, Notary Public, personally appeared Dennis Later, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

MARGIE MASTRINI
Commission # 1984086
Notary Public - California
Santa Clara County
My Comm. Expires Jul 2, 2016

WITNESS my hand and official seal.

(Seal)

Signature: Margie Mastrine

CERTIFICATE OF ACCEPTANCE

| Directors of the Marina Coast W System and Water System Facil | ater District held on DATE ities, dated, i Coast Water District, a Co | attes of a meeting of the Board of E, the above Bill of Sale for Sewer is hereby accepted by order of the unty Water District organized under |
|--|---|--|
| Date of Acceptance | ······································ | |
| | By: | |
| | General Ma | nager |
| | MARINA (| COAST WATER DISTRICT |
| | | |
| STATE OF CALIFORNIA |)) ss | |
| COUNTY OF MONTEREY |) | |
| On | before me, | , Notary Public, |
| subscribed to the within instrume | nt and acknowledged to me ty(ies), and that by his/her/ | the person(s) whose name(s) is/are that he/she/they executed the same their signature(s) on the instrument acted, executed the instrument. |
| I certify under PENALTY the foregoing paragraph is true an | | laws of the State of California that |
| | WITNES | SS my hand and official seal. |
| (Seal) | Signature | 2 : |

MAINTENANCE BOND

| BOND NO.: 57BSBGL0921(M) Premium included in Performance Bor |
|---|
| KNOW ALL MEN BY THESE PRESENTS: |
| THAT we, University Village Associates, a California Limited Parthership , as Princip and Hartford Fire Insurance Company , a corporation organized and doing business und and by virtue of the laws of the State of Connecticut and duly licensed to conduct sure business in the State of California, as Surety, are held and firmly bound unto |
| Marina Coast Water District |
| as Obligee, in the sum of Seventy Eight Thousand Seven Hundred Sixty Six & 00/100s |
| (\$ 78,766.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, execute and successors, jointly and severally firmly by these presents. |
| THE CONDITION OF THE OBLIGATION IS SUCH THAT: |
| WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to: |
| Construction and Transfer of Water, Sewer and Recycled Water Infrastructure |
| WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as describe therein for a period of อันอากุรณ์ following final acceptance of said improvements; 400 days |
| NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect. The Obligee hereby waives the provisions of California Civil Code Section 2819. |
| IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the nan of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact |
| this 2nd day of December , 2013 YEAR |
| niversity Village Associates, a California Limited Partnership Hartford Fire Insurance Company Principal |
| By: By: San Loutton |
| Erin Bautista, Attorney-in-Fact |

ACKNOWLEDGMENT

| State of California County of Santa Clara |) | |
|---|--|--|
| On December 2, 2013 | before me, | Jean L. Neu, Notary Public (insert name and title of the officer) |
| subscribed to the within instrume his/her/their authorized capacity(i | f satisfactory e nt and acknow es); and that b | vidence to be the person(s) whose name(s) is/are ledged to me that he/she/khey executed the same in y-his/her/kheir signature(s) on the instrument the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PEF paragraph is true and correct. | RJURY under t | he laws of the State of California that the foregoing |
| WITNESS my hand and official so | eal. | JEAN L. NEU Commission # 1881335 Notary Public - California Santa Clara County My Comm. Expires Mar 1, 2014 (Seal) |

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

| KNOW ALL PERSONS BY THESE PRESENTS THAT: | Agency Code: 57-150812 |
|---|--|
| X Hartford Fire Insurance Company, a corporation duly organized under | er the laws of the State of Connecticut |
| X Hartford Casualty Insurance Company, a corporation duly organized | l under the laws of the State of Indiana |
| Hartford Accident and Indemnity Company, a corporation duly orga | mized under the laws of the State of Connecticut |
| Hartford Underwriters Insurance Company, a corporation duly orga | nized under the laws of the State of Connecticut |
| Twin City Fire Insurance Company, a corporation duly organized und | er the laws of the State of Indiana |
| Hartford Insurance Company of Illinois, a corporation duly organize | d under the laws of the State of Illinois |
| Hartford Insurance Company of the Midwest, a corporation duly or | ganized under the laws of the State of Indiana |
| Hartford Insurance Company of the Southeast, a corporation duly | organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint. up to the amount of unlimited:

Bryan D. Martin, B.A. Poitevin, Jean L. Neu, Erin Bautista

San Jose, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \(\sqrt{\overline{\gamma}} \), and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott F. Paseka

Notary Public My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 2, 2013. Signed and sealed at the City of Hartford.

















Gary W. Stumper, Assistant Vice President