

6. Every map must clearly indicate all existing streets, roads and highways within and adjacent to the lands to be annexed, together with the current names of these thoroughfares;
7. Every map shall have a legend, scale and north point;
8. The point of beginning of the legal description must be shown on the map;
9. The boundaries of the lands to be annexed must be distinctively shown on the map without obliterating any essential geographic or political features;

H. Maps

All maps must be professionally drawn (rough sketches of maps or plats will not be accepted). All descriptions must be prepared by a surveyor or civil engineer licensed in the State of California, and his/her stamp and signature shall be affixed to said description. All maps must be provided to the District in both paper format and digital format acceptable to the District.

I. Annexation Fee

The annexation fee is the amount charged to the developer as buy-in to the existing water and/or sewer infrastructure, which the developer has not contributed to, even though the developer will fund improvements to that pre-existing infrastructure. The amount of the annexation fee will be determined by the District Engineer and shall be related to the actual value of the infrastructure, which the developer is buying into, reduced to an amount per parcel or equivalent dwelling unit.

606 DEVELOPMENT AGREEMENTS

606.1 Purpose

Prior to the Board of Directors considering a private development project for approval, a Development Agreement (see Appendix 600-K for sample agreement) specifying the terms and conditions of said approval, prepared by the General Manager and/or Legal Counsel, shall be executed by the District Board of Directors and the project's developer(s) and/or property owner(s) (see Section 608—Project Approval).

606.2 Content of Agreement

The development agreement shall contain the following information:

- A. Name(s) of developer and/or project sponsor(s), and owner(s) of subject property;
- B. Assessor's parcel number of subject property;
- C. Type and purpose of project (e.g., residential, commercial, industrial, etc.);
- D. A graphic description of the project attached to the agreement as "Exhibit A;"

- E. Services required by development from GCSD;
- F. Agreement to provide and pay for agreed upon facilities as specified in the SAMP;
- G. Agreement to provide mitigations identified in the CEQA documentation and county conditions of approval; and,
- H. Agreement to pay to mitigate all short- and long-term financial impacts caused by the development, as identified in the SAMP, which would otherwise become a financial burden on the District's existing customer base.

606.3 Terms and Conditions of Agreement

The following shall be used as standard terms and conditions of the Development Agreement:

- A. Standards For Water and/or Sanitary Sewer Service System
Plans have been or will be, at no cost to District, designed and prepared for the on-site and off-site water and/or sanitary sewer service systems, which include Developer's obligation to accomplish the following:
 1. Construct the water and/or sanitary sewer service system in conformance with the approved plans and specifications therefore; and,
 2. Obtain an encroachment permit, if required, from the Pine Mountain Lake Association, County Public Works Department, and/or the State of California Transportation Department (CalTrans) and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any portion of the project situated within existing or proposed future county right-of-way.
- B. Acceptance of Plans And Specifications
The completed plans as described above for the water and/or sanitary sewer service system have been or will be prepared in conformance with District Standard Design Specifications and the requirements of the District Engineer or General Manager, and are in a form acceptable to same.
- C. Revision of Plans
Any changes in such accepted plans shall require written approval of developer and the District Engineer or General Manager.
- D. Rights- of-Way
Owners will provide to District, at no cost to District and in a form acceptable to the District Engineer or General Manager, appropriate easements and rights-of-way for the maintenance, repair, and replacement of all water and sanitary sewer service system facilities not within existing public rights-of-way, public utility easements, and/or water or sewer easements.
- E. Construction

Developer shall, without expense to District, construct the water and/or sanitary sewer service system pursuant to the accepted plans or any approved modification thereof. The developer shall provide in any contract for construction of the water and/or sanitary sewer service system that any contractor's materials, supplier's guarantees thereunder, including a two-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District as provided for in Section 606.3(I), below. Developer shall also provide in any contract for construction of the water and/or sanitary sewer service system that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with liability and bodily injury limits of not less than three million dollars (\$3,000,000), and property damage coverage of not less than five hundred thousand dollars (\$500,000).

F. Inspection of Construction

The District Engineer or General Manager or his/her agent(s) shall inspect the construction of the water and/or sanitary sewer service system to assure that the works are installed in accordance with the accepted plans and specifications. An inspection fee paid by developer as specified in District's Rate Schedule shall fund said inspection. Construction of the water and/or sanitary sewer service system shall not commence until said inspection fee is paid. The District Engineer or General Manager shall notify developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and developer shall correct such deviation or failure.

G. Hold Harmless

District is not, by inspection of the construction or installation of the water and/or sanitary sewer service system, representing developer or providing a substitute for inspection and control of the work by developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans. The developer shall also indemnify the District against any third party claims for personal injury or property damage arising out of the developer's design or construction of the infrastructure.

H. Delinquent Payment of District Fees and Expenses

Should the developer fail to stay current in paying District expenses associated with the project, including all administrative, legal, engineering and other necessary consultants' costs and expenses, including legal costs of collection of the unpaid charges, the District shall charge penalties and fees to recover these costs. Such charges shall serve as the basis for a penalty charge in the amount of ten percent (10%) of those amounts together with monthly interest until paid at a rate of interest not to exceed one percent (1%) per month, per

Government Code Section 61115. Until such delinquent payments are paid, all work by the District shall stop. If payment is not received by the District within three (3) months of delinquency, the District shall seek payment from the developer's surety (performance bond or irrevocable letter of credit).

I. Conveyance

Within ninety (90) days after completion of construction of the water and/or sanitary sewer service system in accordance with the accepted plans therefore and District's Standards Design Specifications:

1. The developer and owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District Engineer or General Manager;
2. The developer shall provide District with one (1) set of 24"x 36" reproducible "record" drawings of the completed project on matte Mylar (5 mil minimum). The developer shall also provide "record" drawings in digital format acceptable to the District;
3. The owner shall provide easements as specified in 606.3(D), above;
4. The Developer shall furnish to District a surety bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of twenty-five percent (25%) of the actual District infrastructure construction costs. This surety shall protect District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of two (2) years after acceptance of the water and/or sanitary sewer service system by the District. Said surety bond or irrevocable letter of credit shall name developer as principal and District as obligee; and,
5. The District shall accept conveyance of title of the completed water and/or sanitary sewer service system and shall include it as part of the District's system(s), and shall thereafter operate and maintain said system(s) after developer has fulfilled all community impacts and funding commitments per the Development Agreement, and other related commitments to the District.

606.4 Environmental Review

Prior to approval of a Development Agreement by the District Board of Directors, the developer shall have completed all environmental reviews required by the county and such reviews shall be approved by the County Board of Supervisors.

606.5 Developer's Responsibilities after Conveyance

After District's acceptance of the water and/or sanitary sewer service system, the developer and owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent that the developer and/or owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by the District from

time to time as any other property owner, unless otherwise agreed to by District and developer and/or owner. In addition, the developer shall be obligated to pay water and/or sewer connection fees for each parcel in the subdivision in the amount necessary for the parcels to participate in the District's infrastructure that existed prior to development.

A. Application for GCSD Services

The water and/or sanitary sewer service system shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified in Section 606.3(H), above, and proper applications for service having been filed with District accepted.

B. Obligation for Pipeline and/or Facilities

District shall be under no obligation to provide additional facilities in order to serve the Project. Upon acceptance of the facilities by District, it shall become the sole property of District and shall be used and operated as District's sole discretion.

C. Rates And Charges for Service

All service made available by District to users within the Project shall be at the established rates and charges as fixed by District's Board of Directors from time to time. Some developments and/or the buyers of the homes in the developments may pay additional costs, such as through an improvement district charge, to mitigate against any financial burden on the District's existing customer base.

D. Notices

Notices or requests from any party to this Agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350
Attention: District Engineer

[DEVELOPER'S NAME]
[ADDRESS]
[CITY, STATE ZIP]

E. Successors and Assigns

The development agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and owners shall not assign any of their rights, duties or obligations under this agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

F. District Powers

Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in

the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.

G. Attorney Fees

Should any party deem it necessary to institute legal action to either compel performance of this Agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.

H. Termination

The Development Agreement shall terminate and be of no further force and effect at District's discretion if District determines that construction of the water, sanitary sewer, parks, fire and/or other District-provided services has not commenced within twenty-four (24) months from the date of the Development Agreement, and developer has not submitted the plans and specifications for reacceptance, as provided for in 606.3(B), above. Termination may also occur if the developer has not mitigated impacts identified in the SAMP, CEQA documents, county Conditions of Approval, or other obligations required by the agreement or amendments thereto.

606.6 Variances to the Agreement

Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager, to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of, the General Manager, to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District staff.

607 DEVELOPMENT IMPROVEMENT STANDARDS

607.1 General

To provide a uniform and consistent method of regulating and guiding the design and preparation of plans for construction of water and sewer facilities and to insure proper installation of all private works involving water and sewer, Standard Design Specifications, including Standard Details, shall be maintained by the District.

607.2 Purpose

The purpose of the Improvement Standards is to provide standards to be applied to water and sewer improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public.