

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3130 ADOPTED NOVEMBER 19, 1979, WHICH ESTABLISHED SERVICE CHARGES, CONNECTION CHARGES, AND OTHER RULES AND REGULATIONS FOR THE LAGUNA COUNTY SANITATION DISTRICT, AS AMENDED BY ORDINANCE NO. 4645 ADOPTED MAY 22, 2007. THIS AMENDING ORDINANCE CHANGES THE BRADLEY-SOLOMON TRUNK LINE FEE.

The Board of Supervisors of the County of Santa Barbara acting as the Board of Directors of the Laguna County Sanitation District does ordain as follows:

Sec. 2007-1.

Section 1 of Article I of Ordinance No. 4142, as amended by Ordinance No. 4645, is amended to read as follows:

Section 1.

- d. The Bradley-Solomon Trunk Sewer Fee for all residential dwelling units in such area is \$1,691 for each dwelling. The Bradley-Solomon Trunk Sewer Fee for commercial buildings, hotels, motels, schools, and institutions in such area is \$1,691 for each equivalent residential unit (RUE) per thousand square feet or classroom for each commercial facility as shown on Exhibit A. Said fee is due prior to recordation of a final map or parcel map, or prior to connection to any portion of the sewer system if map recordation is not necessary. This fee amount is derived from the actual costs incurred to construct the Bradley-Solomon trunk sewer and is applicable to all development that utilizes the Bradley-Solomon trunk sewer. The fee shall be adjusted annually on July 1 by the Prime Interest Rate as reported on the first business day in the January prior. This fee is in addition to any other applicable fees that may be established elsewhere.
- e. The trunk sewer fees established in (c) shall be adjusted annually on July 1 by the percent change in the ENR (Engineering News-Record) Construction Cost Index for the city of Los Angeles from January of the previous year to January of the then current year. The ENR Construction Cost Index for the city of Los Angeles for January, 1993, is 6348.44.

Sec. 2007-9.

The foregoing charges shall be in effect during the 2007/2008 budget year.

Sec. 2007-10.

Except as herein amended, Ordinance No. 3130 as amended by Ordinance No. 4645, shall remain in full force and effect.

Sec. 2007-11

This Ordinance shall take effect and be in force THIRTY (30) days from the date of its passage; and before the expiration of FIFTEEN (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same, in the Santa Maria Times, a newspaper of general circulation published in the County of Santa Barbara.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Laguna County Sanitation District, County of Santa Barbara, State of California, this _____ day of _____ 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

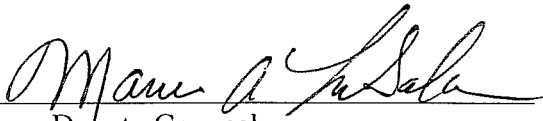
Chair, Board of Directors,
Laguna County Sanitation District


ATTEST:
MICHAEL BROWN
CLERK OF THE BOARD

By _____

APPROVED AS TO FORM:
STEPHEN S. STARK
County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
Auditor-Controller

By 
Deputy Counsel

By 
Deputy

LAGUNA COUNTY SANITATION DISTRICT

Trunk Line Fee Schedule for FY 2007/2008

Customer Description	Daily Flows or Units of Measure	Residential Unit Equivalency Factors [1]	Dutard-Solomon Fee Per RUE [2]	Bradley-Solomon fee Per RUE [2]
Residential Unit	Unit	1.000	\$783	\$1,691
<u>Non-Residential</u>				
Retail	1,000 SF	0.190	\$149	\$321
Barber/Beauty Salon/Pet Grooming	1,000 SF	0.625	\$489	\$1,057
Lumber yards/Nurseries/Business/Services	1,000 SF	0.191	\$150	\$323
Offices/Financial Institutions	1,000 SF	0.263	\$206	\$445
Medical Offices/Veterinary Clinics	1,000 SF	0.521	\$408	\$881
Restaurants/Fast Food	1,000 SF	3.481	\$2,726	\$5,886
Other Food Services (deli, yogurt shops)	1,000 SF	0.984	\$770	\$1,664
Banquet Facilities/Patio Dining	1,000 SF	0.984	\$770	\$1,664
Bakeries	1,000 SF	3.442	\$2,695	\$5,820
Common Areas	1,000 SF	0.167	\$131	\$282
Auto/Transportation Services	1,000 SF	0.354	\$277	\$599
Car Wash, Non-Recycle	1,000 SF	12.560	\$9,834	\$21,239
Car Wash, Recycle	1,000 SF	2.970	\$2,326	\$5,022
Dry Cleaner without Laundry	1,000 SF	0.208	\$163	\$352
Laundromats	1,000 SF	11.084	\$8,679	\$18,743
Mtg. Halls/Theaters/Entertainment	1,000 SF	0.250	\$196	\$423
Bowling Alleys	1,000 SF	0.271	\$212	\$458
Golf Course/Country Club/Health Club	1,000 SF	0.984	\$770	\$1,664
Warehouse	1,000 SF	0.104	\$81	\$176
Market/Supermarket	1,000 SF	0.469	\$367	\$793
Skilled Nursing	1,000 SF	1.892	\$1,481	\$3,199
Residential Care for the Elderly	1,000 SF	0.797	\$624	\$1,348
Hospitals	1,000 SF	2.390	\$1,871	\$4,041
Hotels/Motels	1,000 SF	0.984	\$770	\$1,664
Churches	1,000 SF	0.208	\$163	\$352
Schools with cafeteria, gym/showers	Classroom	0.737	\$577	\$1,246
Schools with cafeteria, w/o gym/showers	Classroom	0.432	\$338	\$731
Schools w/o cafeteria, with gym/showers	Classroom	0.649	\$508	\$1,097
Schools w/o cafeteria, w/o gym/showers	Classroom	0.360	\$282	\$609

[1] Residential unit equivalency factors for commercial facilities are based on typical flows, 5-day biochemical oxygen demand and suspended solids loading for each specific type of commercial facility. Each commercial facility is related by an equivalency factor to a standard single family residential unit.

[2] Example, retail is the RUE fee per 1,000 SF.



REIMBURSEMENT AGREEMENT
FOR THE BRADLEY-SOLOMON TRUNK SEWER

This Reimbursement Agreement (“Agreement”) for the Bradley-Solomon Trunk Sewer is entered into and is effective this 15th day of January, 2008 (the “Effective Date”), by and between the Laguna County Sanitation District, a county sanitation district organized and existing under the provisions of Health and Safety Code Section 4700 et. seq. (hereinafter DISTRICT), and Di-Mac Development Company, Inc., a California Corporation, successor in interest to Wellmack LLC, a California limited liability company (hereinafter DEVELOPER) with reference to the following facts:

RECITALS

WHEREAS, DISTRICT planning documents and the Orcutt Community Plan (OCP) identify the Bradley-Solomon Trunk Sewer (hereinafter Trunk Sewer) as necessary facilities to convey wastewater from southeast Orcutt generally located between Bradley Road and U.S. Highway 101 to existing sewage collection facilities; and

WHEREAS, the conditions of approval of County of Santa Barbara Subdivision Tract 14,429, (approved March 1, 2000) known as Jensen’s Crossing and Cobblestone Creek located on OCP Key Site 5, and consisting of 53 developable lots in Jensen’s Crossing (41 conventional lots and 12 affordable lots), and 57 developable lots in Cobblestone Creek, required installation of the Trunk Sewer as a condition of development.

WHEREAS, in December 2003, DEVELOPER entered into a Cooperative Agreement with the County of Santa Barbara and the DISTRICT (subsequently amended in 2005), for purposes of facilitating DEVELOPER’s construction and dedication of the Trunk Sewer to the DISTRICT, including an agreement by DEVELOPER to (1) acquire certain permanent easements and temporary construction easements over parcels of land held in private ownership; (2) complete all work necessary for construction of the Trunk Sewer; and (3) dedicate the easements and improvements to the DISTRICT upon completion of the Trunk Sewer (the “Cooperative Agreement”); and

WHEREAS, the Cooperative Agreement provides that the costs expended by DEVELOPER to complete acquisition of the easements and construction of the facilities shall be reimbursable to the extent regional sewer impact fees or the equivalent thereof are paid by users of the Bradley-Solomon Trunk Sewer; and

WHEREAS, DEVELOPER, consistent with the Cooperative Agreement, did in fact acquire rights of way, finance and construct said Trunk Sewer from Bradley Road at a connection with the existing sewer system to Stillwell Road as a condition of DEVELOPER’s project (Tract 14,429); and

WHEREAS, prior to completion of the Trunk Sewer, DEVELOPER retained ownership of the 12 affordable Jensen Crossing lots in Tract 14,429, and transferred the remaining 41

Jensen Crossing lots to Fairway Development, Inc. ("Fairway/Orcutt"), and the remaining 57 Cobblestone Creek lots to the Larwin Company ("Larwin").

WHEREAS, DISTRICT has collected pursuant to Fee Ordinance No. 4142 a total of \$182,620 in fees for construction and installation of Bradley-Solomon Trunk Line ("Sewer Trunk Line Fees") from 112 lots prior to the Effective Date (\$37,700 for 22 of 64 lots in Tract 14,303 – Mesa Verde; \$75,062 for 46 of 57 lots in the Cobblestone Creek portion of Tract 14,429; \$64,370 for 41 of 53 lots in the Jensen's Crossing portion of Tract 14,429; \$3,880 for 2 of 44 lots in Harp Springs – Tract 14,478; and \$1,608 for the single Ng lot).

WHEREAS, Section 4742.3 of the Health & Safety Code allows the DISTRICT, by contract, to reimburse DEVELOPER the amount which exceeds the benefit to DEVELOPER's 12 affordable Jensen's Crossing lots; and

WHEREAS, the Trunk Sewer was accepted by DISTRICT on January 4, 2007 at a total cost (including acquisition, legal fees, construction, and administration) to DEVELOPER of \$681,450.45, a portion of which exceeds the benefit to DEVELOPER for the 12 affordable Jensen's Crossing lots. Costs exceeding the benefit to DEVELOPER are therefore considered reimbursable to DEVELOPER based on an even distribution of benefit to all residential or residential equivalent connections to the Trunk Sewer; and

WHEREAS, the Parties intend for this Agreement to establish the terms and conditions by which the DISTRICT will reimburse DEVELOPER pursuant to and consistent with the requirements of the Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, it is mutually agreed and understood as follows:

1. Reimbursement of Fees Previously Collected

(a) Fees Collected for Tract 14,303. Within fourteen days of execution of this Agreement by both parties, DISTRICT shall pay to DEVELOPER the sum of \$16,465.15, which represents \$37,700 in Sewer Trunk Line Fees collected for the Trunk Sewer prior to December 12, 2007 on 22 of the 64 Mesa Verde lots in Tract 14,303, minus the sum of \$21,234.85 which is the amount owed by Developer to DISTRICT under the Cooperative Agreement. DEVELOPER may assign all or any portion of its right to reimbursement pursuant to this Paragraph 1(a) without the prior written consent of the DISTRICT by presenting DISTRICT an executed Reimbursement Assignment in the form attached hereto as Exhibit "B" within one day of execution of this Agreement by County. In the event of an assignment, DISTRICT shall satisfy its obligation to DEVELOPER under this Paragraph by paying that portion assigned by DEVELOPER directly to DEVELOPER's assignee.

Additional Sewer Trunk Line Fees that have been collected from users of the Trunk Sewer prior to December 12, 2007, but not distributed to DEVELOPER pursuant to Paragraph 1(a), shall be distributed as described below.

(b) Larwin Fees Paid on Tract 14,429. DEVELOPER sold a portion of Tract 14,429 (57 Cobblestone Creek lots) to Larwin. County and DISTRICT have been informed that a complaint was filed against DEVELOPER by Larwin in the Superior Court of California Santa Barbara County as Case Number 1232034 ("Larwin Case"). DEVELOPER has informed DISTRICT of the following facts. One of the subjects of the Larwin Case concerns the payment/reimbursement of Sewer Trunk Line Fees. Among other things, Larwin claimed entitlement to reimbursement from County for payment of such fees. The litigating parties reached a settlement of their dispute which, among other things, involved a waiver by Larwin of any right to pursue the District for reimbursement of Sewer Trunk Line Fees.

Based upon the above, the Parties have agreed that within 14 days of execution of this Agreement by both parties, the DISTRICT will reimburse DEVELOPER the sum of \$75,062, representing Sewer Trunk Line Fees paid by Larwin prior to December 12, 2007 for 46 of the 57 Cobblestone Creek lots in Tract 14,429. DEVELOPER may assign all or any portion of its right to reimbursement pursuant to this Paragraph 1(b) without the prior written consent of the DISTRICT by presenting DISTRICT an executed Reimbursement Assignment in the form attached hereto as Exhibit "B" within one day of execution of this Agreement by County. In the event of an assignment, DISTRICT shall satisfy its obligation to DEVELOPER under this Paragraph by paying that portion assigned by DEVELOPER directly to DEVELOPER's assignee.

(c) Fairway/Orcutt Fees Paid on Tract 14,429. DEVELOPER also sold a portion of Tract 14,429 (41 Jensen's Crossing lots) to Fairway/Orcutt. County and DISTRICT have been informed that a complaint was filed against DEVELOPER by Fairway/Orcutt in the Superior Court of California Santa Barbara County as Case Number 1230345 ("Fairway Case"). DEVELOPER has informed DISTRICT of the following facts. One of the subjects of the Fairway Case concerns the payment/reimbursement of Sewer Trunk Line Fees. Among other things, Fairway/Orcutt claimed entitlement to reimbursement from County for payment of such fees. The litigating parties reached a settlement of their dispute which, among other things, involved a waiver by Fairway/Orcutt of any right to pursue the District for reimbursement of Sewer Trunk Line Fees.

Based upon the above, the Parties have agreed that within 14 days of execution of this Agreement by both parties, the DISTRICT will reimburse DEVELOPER the sum of \$64,370, representing Sewer Trunk Line Fees paid by Fairway/Orcutt prior to December 12, 2007 for 41 Jensen Crossing lots in Tract 14, 429. DEVELOPER may assign all or any portion of its right to reimbursement pursuant to this Paragraph 1(c) without the prior written consent of the DISTRICT by presenting DISTRICT an executed Reimbursement Assignment in the form attached hereto as Exhibit "B" within one day of execution of this Agreement by County. In the event of an assignment, DISTRICT shall satisfy its obligation to DEVELOPER under this Paragraph by paying that portion assigned by DEVELOPER directly to DEVELOPER's assignee.

(d) Fees Paid on Tract 14,478. Within 14 days execution of this Agreement by both parties, the DISTRICT will reimburse DEVELOPER the sum of \$3,880, representing Sewer Trunk Line Fees paid prior to December 12, 2007 for 2 of the 44 Harp Springs lots in Tract 14,478. DEVELOPER may assign all or any portion of its right to reimbursement pursuant to this Paragraph 1(d) without the prior written consent of the DISTRICT by presenting DISTRICT with an executed Reimbursement Assignment in the form attached hereto as Exhibit "B" within one day of execution of this Agreement by County. In the event of an assignment, DISTRICT shall satisfy its obligation to DEVELOPER under this Paragraph by paying that portion assigned by DEVELOPER directly to DEVELOPER's assignee.

(e) Within 14 days of execution of this Agreement by both parties, the DISTRICT will reimburse DEVELOPER the sum of \$1,608, representing Sewer Trunk Line Fees paid prior to December 12, 2007 for the single Ng lot. DEVELOPER may assign its right to reimbursement pursuant to this Paragraph 1(e) without the prior written consent of the DISTRICT by presenting DISTRICT with an executed Reimbursement Assignment in the form attached hereto as Exhibit "B" within one day of execution of this Agreement by County. In the event of an assignment, DISTRICT shall satisfy its obligation to DEVELOPER under this Paragraph by paying that portion assigned by DEVELOPER directly to DEVELOPER's assignee.

2. Reimbursement of Fees To Be Collected

(a) Reimbursement. At all times during the Term of this Agreement, as a condition to connection to the Trunk Sewer for purposes of sewer service, subject to any applicable legal restrictions, the DISTRICT shall collect for the benefit of DEVELOPER, prior to permitting any sewer connection, a Sewer Trunk Line Fee for each connection. The Sewer Trunk Line Fee is and shall continue to be based upon the DISTRICT's fee ordinance including revisions thereto made consistent with Paragraph 2(b).

(b) Revised Fee Ordinance. Within 60 days of execution of this Agreement, DISTRICT staff shall recommend to its Board a revision to its current Fee Ordinance No. 4142 to include those costs for the Trunk Sewer totaling \$681,450.45. A listing of the currently existing or proposed lots expected to rely on the Trunk Sewer are set forth in Exhibit "A" attached hereto and incorporated by this reference. The fee ordinance revision recommended to the Board shall spread the costs for the Trunk Sewer totaling \$681,450.45 over the total number of lots benefitted by the Trunk Sewer set forth in Exhibit "A", for purposes of determining a revised Sewer Trunk Line Fee for each Trunk Sewer connection. The recommended fee ordinance revision shall provide for upward adjustment of the fee compounded annually on July 1 by the Prime Interest Rate as reported on the first business day in the January prior..

(c) Sewer Trunk Line Fee As Applied. The Sewer Trunk Line Fee for tract maps and/or lots recorded prior to revision of Fee Ordinance No. 4142 shall be based upon the DISTRICT's Fee Ordinance No. 4142, as said ordinance exists on the Effective Date, and the Sewer Trunk Line Fee for tracts and/or lots recorded following revision of Fee Ordinance No. 4142 shall be based upon the DISTRICT's Fee Ordinance No. 4142 as revised.

(d) Nature of Reimbursement Charge. It is understood that the Sewer Trunk Line Fee to be collected by the DISTRICT under this Agreement is a special charge imposed by DISTRICT on users of the Trunk Sewer to provide a fund out of which to reimburse DEVELOPER, and that other fees and charges made by the DISTRICT not related to the Trunk Sewer (e.g. for treatment plant capacity and/or sewer service) shall not be a part of said fund.

(e) Reimbursement Payments to Developer. Within sixty (60) days after the DISTRICT's collection of the Sewer Trunk Line Fee for each new sewer connection permitted, for which fees have been collected after December 12, 2007, the DISTRICT shall pay the same to DEVELOPER and provide DEVELOPER the Assessor's Parcel Number, address, and lot number of the parcels being served by the Trunk Sewer. Charges collected by DISTRICT shall be forwarded to DEVELOPER by certified mail at the following address:

Di-Mac Development Company
Attention: Anthony E. Wells
124 W. Main Street, Suite G
Santa Maria, CA 93458

DEVELOPER shall notify DISTRICT in writing of any address changes.

3. Term.

The Parties' rights and obligations under this Agreement shall commence on the Effective Date and shall persist until the earlier of the following:

(a) Such time as DISTRICT has distributed funds through this Agreement (including all distributions made pursuant to Sections 1 and 2 of this Agreement) a sum representing the equivalent of 403 residential connections, or

(b) Twenty-Five (25) years from the Effective Date of this Agreement.

Upon the occurrence of the earlier, this Agreement shall terminate and the parties shall have no further rights or obligations.

4. Effect of Termination. Upon the expiration of the term of this Agreement as set forth in Section 3, all fees thereafter collected by the DISTRICT for connecting to the Trunk Sewer shall belong to the DISTRICT and the DISTRICT shall have no more obligations to DEVELOPER.

5. Limitation on Reimbursement Obligation. The obligation of the DISTRICT to make payments to DEVELOPER under this Agreement shall be limited to the Sewer Trunk Line Fees actually collected by the DISTRICT for sewer connections utilizing the Trunk Sewer. Nothing herein obligates the DISTRICT to pay DEVELOPER more than the charges actually collected for the Trunk Sewer during the term of this Agreement. In addition, the Parties acknowledge that the Board of Supervisors, by normal legislative enactment, may not divest itself or future boards of the power to enact legislation. Notwithstanding the foregoing, the DISTRICT, in its sole discretion, may at any time during the term of this Agreement elect to pay DEVELOPER, in

advance of collection, a sum equivalent to any one or more of the sewer connections reimbursable under this Agreement, provided however that under no circumstances shall the DISTRICT be obligated to pay DEVELOPER an amount in excess of the Sewer Trunk Line Fees actually collected by the DISTRICT from sewer connections utilizing the Trunk Sewer.

6. Assignment of Future Fees. In addition to the assignment of fees previously collected, DEVELOPER may assign all or any portion of the Sewer Trunk Line Fees to which it is entitled under this Agreement and which will be collected following December 12, 2007 ("Future Fees") without the prior consent of the DISTRICT if written notice of the assignment of such fees is provided to DISTRICT within 15 days of DISTRICT execution of this Agreement in the form attached herein as Exhibit "C".

7. Credit Given for Assignments of Future Fees In the event DEVELOPER makes a written assignment of all or any portion of Future Fees under Section 6 above, and the assignment is made to any person or entity that owns the real property identified in Exhibit "A" and for which a Sewer Trunk Line Fee will be assessed by DISTRICT, then DISTRICT shall, at the time that it would otherwise collect the Sewer Trunk Line Fee(s), recognize and give said person or entity a credit against the Sewer Trunk Line Fee(s) then in effect, up to the full amount assigned by DEVELOPER. The purpose of this provision is to avoid collecting the Sewer Trunk Line Fee(s) from said person or entity and redistributing the same back to said person or entity in satisfaction of DISTRICT's obligation to reimburse DEVELOPER hereunder. The balance of any Future Fees not assigned and not entitled to a credit shall be reimbursable to DEVELOPER.

8. Further Assurances. Subject to all applicable laws, the DISTRICT will adopt, deliver, execute and make any and all further assurances, instruments, and agreements, as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, for the better assuring and confirming unto the DEVELOPER the rights and benefits provided to the DEVELOPER herein.

9. Entire Agreement. This Agreement (including the attachments and exhibits hereto) (a) constitutes the entire agreement between the Parties concerning reimbursement, and supersedes all prior or contemporaneous understandings, whether oral or written including but not limited to those contained in the Cooperative Agreement; and (b) may not be modified or amended, except by a written instrument signed by the Parties hereto after the Effective Date of this Agreement.

10. Governing Law; Venue. This Agreement shall be governed by and subject to and construed according to the laws of the State of California. The Parties agree that this Agreement was formed and shall be performed in Santa Barbara County, California, and that the exclusive venue for all disputes arising under or in connection with this Agreement shall be the Superior Court in and for Santa Barbara County, California, and further hereby waive any right to object that such venue is inconvenient or otherwise inappropriate.

11. Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or

through his agent prepared the same, it being agreed that the agents of both Parties have participated in the preparation hereof.

12. Counterpart Signatures. This Agreement may be executed in one or more counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals.

13. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other party shall have any right of action based upon any provisions of this Agreement.

14. Certification of Developer. DEVELOPER represents and warrants that it is in all respects successor in interest to Wellmack LLC, and that the person signing this Agreement on its behalf has the authority to execute this Agreement and that no additional signatures are required to bind DEVELOPER to the provisions contained herein. DEVELOPER further represents and warrants that it is not aware of any additional parties, beyond those described herein who claim entitlement to reimbursement for costs, work or expenses associated with the Trunk Sewer.

IN WITNESS WHEREOF, DEVELOPER and DISTRICT have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the DISTRICT.

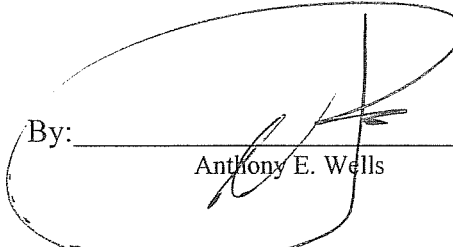
LAGUNA COUNTY SANITATION DISTRICT

By: _____
Chair, Board of Directors

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

DI-MAC DEVELOPMENT COMPANY, INC.

By: _____
Deputy

By:  _____
Anthony E. Wells

Soc Sec or Tax ID No. 42-1635578

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: 3 7. 22
Deputy

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

EXHIBIT "A"

Development Benefiting from the
Bradley-Solomon Trunk Sewer

Development	Residential Units or Equivalents
Tract 14,429 – Key Site 5	110
Tract 14,303 – Key Site 6	64
Tract 14,556 – Key Site 7	52
Tract 14,478 – Key Site 8	44
Tract 14,330 – Terrace Ranch	17
Tract 14,714 – Key Site 3	111
Miscellaneous:	
Ng	1
Humann	2
Jensen Brothers	2
Total	403

EXHIBIT "B"

IRREVOCABLE PARTIAL ASSIGNMENT

For consideration received, DI-MAC DEVELOPMENT COMPANY, INC ("DI-MAC") hereby transfers and assigns to _____ (Assignee) the rights under the agreement between DI-MAC and LAGUNA COUNTY SANITATION DISTRICT ("DISTRICT") effective as of _____ (Reimbursement Agreement) to receive payments under Section _____ [specify subsection] of the Reimbursement Agreement in the amount of \$ _____ (hereinafter the "Assigned Portion") which represents all or any portion of the total amount due under said Section _____ [specify subsection].

DI-MAC agrees that payment to Assignee under this Partial Assignment will satisfy fully DISTRICT's obligations under Section _____ of the Reimbursement Agreement with respect to the Assigned Portion of the total amount due under said Section _____ [specify subsection].

This Partial Assignment is intended to convey to Assignee all of DI-MAC's right, title and interest in the Assigned Portion of the total amount due under said Section _____ [specify subsection], with full power to collect the sum when it becomes due, give a receipt evidencing the discharge of that portion of the underlying obligation and reassign.

All payments to be made by DISTRICT pursuant to this Partial Assignment shall be forwarded to Assignee by certified mail at the following address: [specify address].

This Partial Assignment shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.

This Assignment shall be governed by and construed in accordance with laws of California.

DI-MAC DEVELOPMENT COMPANY, INC.

By: _____
Anthony E. Wells

EXHIBIT "C"

IRREVOCABLE PARTIAL ASSIGNMENT OF FUTURE FEES

For consideration received, DI-MAC DEVELOPMENT COMPANY, INC ("DI-MAC") hereby transfers and assigns to _____ (Assignee) the rights under the agreement between DI-MAC and LAGUNA COUNTY SANITATION DISTRICT ("DISTRICT") effective as of _____ (Reimbursement Agreement) to receive Future Fee payments under Section 2(e) of the Reimbursement Agreement in the amount of \$ _____ (hereinafter the "Assigned Portion") which represents a portion of the total amount due under said Section 2(e).

This Partial Assignment of Future Fees is made pursuant to Section 6 of the Reimbursement Agreement.

DI-MAC agrees that payment to Assignee under this Partial Assignment will satisfy fully DISTRICT's obligations under Section 2(e) of the Reimbursement Agreement with respect to the Assigned Portion of the total amount due under said Section 2(e).

This Partial Assignment is intended to convey to Assignee all of DI-MAC's right, title and interest in the Assigned Portion of the total amount due under said Section 2(e), with full power to collect the sum when it becomes due, give a receipt evidencing the discharge of that portion of the underlying obligation and reassign.

Except in the case of credits given under Section 7 of the Reimbursement Agreement, all payments to be made by DISTRICT pursuant to this Partial Assignment shall be forwarded to Assignee by certified mail at the following address: [specify address if applicable]. In the case of a credit under Section 7, DISTRICT shall, at the time that it would otherwise collect the Sewer Trunk Line Fee(s) from Assignee, recognize and give Assignee a credit against the Sewer Trunk Line Fee(s) then in effect for lots __ through __ of Tract _____, up to the full amount of the Assigned Portion. The purpose of this provision is to avoid collecting the Sewer Trunk Line Fee(s) from Assignee and redistributing the same back to Assignee in satisfaction of DISTRICT's obligation to reimburse DEVELOPER hereunder.

This Partial Assignment shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.

This Assignment shall be governed by and construed in accordance with laws of California.

DI-MAC DEVELOPMENT COMPANY, INC.

By: _____
Anthony E. Wells

