



Regular Board of Directors Meeting
Tuesday March 18, 2025, at 3:00 p.m.
2435 Wallace Avenue, Summerland CA 93067

NOTES

This meeting will be held at the District's office at 2435 Wallace Avenue in Summerland.

The public may attend the meeting in person. The public may also listen to the meeting telephonically by calling +1 669 900 6833 (San Jose) Meeting Code ID: 983 226 8568, **Passcode 123** or through the internet at <https://us02web.zoom.us/j/9832268568?pwd=nlT8jNgA5DOkwx950nKL4h0nmahQbj.1&omn=84255333774>

Should you wish to participate by offering comments on either non-agenda or agenda-related items, please follow the instructions set forth in Item IV of the agenda.

Materials related to an item on this agenda, which are part of the agenda packet, are available for public inspection on the District's website at www.summerlandsd.org, or during normal business hours (8:00 a.m. - 4:00 p.m. weekdays) in the District's office.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (805) 969-4344. Notification 24 hours prior to the meeting will help the Clerk make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **APPROVAL OF THE AGENDA** [Action Item]
The Board President will ask the Board, public, and staff if there are any additions or modifications to the Agenda.
- IV. **PUBLIC COMMENT** [Non-Agenda Items]
The public may address the Governing Board on items of interest to the public that are not already on the agenda and are within the subject matter jurisdiction of the Board.
The three-minute time limit is pursuant to District regulation.
- V. **APPROVAL OF THE MINUTES FOR THE REGULAR BOARD MEETING OF FEBRUARY 13, 2025, AND THE SPECIAL BOARD MEETING OF MARCH 6, 2025** [Action Item]
- VI. **APPROVAL OF THE MONTHLY EXPENDITURES FOR FEBRUARY 2025, INCLUDING PAYROLL AND PETTY CASH** [Action Item]
- VII. **COMMITTEE REPORTS**
 - A. Finance Committee Report
 - B. Administrative, Operations & Personnel Committee Report
 - C. Ad-Hoc Strategic Committee Report
 - D. Ad-Hoc Rate Study Committee Report

SUMMERLAND SANITARY DISTRICT
Regular Board of Directors Meeting
AGENDA

VIII. CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation [Gov. Code, § 54956.9(d)(4)] – one case (Summerland Sanitary District v. Ryszard and Maria Stawiecki/owner of 121 Hollister Street)

IX. NEW BUSINESS ITEMS

A. Consideration for Setting a Date for a Public Hearing on Proposed Sewer Service Charges Adjustments per July 1, 2025 [Action Item]

The Board will be requested to consider the following:

- I. To set a date for a Public Hearing on the Proposed Sewer Service Charges Adjustment based on the analysis provided in the Sewer Cost-of-Service Study.
- II. To instruct the Administrative Manager to send out Prop. 218 Notices to the Ratepayers at least 45 days before the public hearing date.

X. FINANCIAL STATUS REPORT [Action Item]

The Board will receive Financial Status and Cash Balance Reports for Funds 5215, 5216, and 5217 and may ask staff for explanations. The Board will be asked to accept the reports as presented.

XI. OPERATIONS MANAGER REPORT

The Operations Manager will provide a written report on operations, facility, collection system maintenance, and regulatory affairs and will provide explanations as requested.

XII. ADMINISTRATIVE MANAGER REPORT

The Administrative Manager will provide a written report on the District's administrative and financial affairs and will provide explanations as requested.

XIII. BOARD COMMUNICATIONS

- A. Board Communications
- B. Items for future Board meetings
- C. Next Board meeting date

XIV. ADJOURNMENT



Minutes of the Regular Board of Directors Meeting

Thursday, February 13, 2025, at 3:00 p.m.

These are the minutes of the Summerland Sanitary District Governing Board meeting held at the District's office at 2435 Wallace Avenue, Summerland, California.

The public was able to listen to the meeting telephonically by calling +1 669 900 6833 (San Jose) Meeting Code ID: 983 226 8568 Passcode 123 or through the internet at <https://us02web.zoom.us/j/9832268568?pwd=nlT8jNgA5DOkwx950nKL4h0nmahQbj.1&omn=85964199693>.

The agenda notice for this meeting, including instructions for the public to provide comments and/or participate in the electronic meeting, was posted on the district's website and bulletin board and at the Post Office at least 72 hours in advance of the meeting.

PRESIDENT G. ROBINSON CALLED THE REGULAR BOARD MEETING TO ORDER AT 3:00 P.M.

I. CALL TO ORDER/ROLL CALL

DIRECTORS PRESENT	JOLENE COLOMY JOHN FRANKLIN TRICIA PRICE GARY ROBINSON JAMES WITMER
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ABSENT -

OTHERS PRESENT	DAVID LEWIS MARJON (MAR) SOUZA	Operations Manager Administrative Manager
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ZOOM VIDEOCONFERENCE PARTICIPATION	ALISON LECHOWICZ MICHAEL COLANTUONO	Rate Study Consultant Legal Consultant- Rate Making
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II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

President G. Robinson asked if there were any modifications or changes. Hearing no objections, the agenda was approved as submitted.

IV. PUBLIC COMMENT [Non-Agenda Items]

President G. Robinson asked the Clerk of the Board M. Souza if there were any public comments. No public comments were submitted in advance and no members of the public were present in person or via Zoom videoconference.

V. APPROVAL OF THE MINUTES FOR THE REGULAR BOARD MEETING JANUARY 9, 2025, AND SPECIAL BOARD MEETING OF JANUARY 30, 2025 [Action Item]

Director T. Price made a motion to approve the regular board meeting minutes of January 9, 2025. The motion was seconded by Director J. Franklin.

Director J. Franklin made a motion to approve the special board meeting minutes of January 30, 2025. The motion was seconded by Director J. Colomy.

Summerland Sanitary District
Minutes Regular Board Meeting 02/13/2025

The motions were carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, T. Price, G. Robinson, J. Witmer
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

VI. APPROVAL OF THE MONTHLY EXPENDITURES FOR JANUARY 2025, INCLUDING PAYROLL AND PETTY CASH [Action Item]

District Management answered the Board's questions and clarified information about the payout of bills. Director J. Colomy made a motion to approve the monthly expenditures, including payroll and petty cash totaling \$106,242 from Operations Fund 5215 and \$1,124 from Capital Expenditure Fund 5217. The motion was seconded by Director J. Witmer, and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, T. Price, G. Robinson, J. Witmer
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

VII. COMMITTEE REPORTS

- A. Finance Committee Report
The committee did not meet.
- B. Administration, Operations & Personnel (AOP) Committee
The committee did not meet.
- C. Ad-Hoc Strategic Committee
The committee did not meet.
- D. Ad-Hoc Rate Study Committee
The committee did not meet.

VIII. NEW BUSINESS ITEMS

A. **Presentation of Draft Sewer Cost of Service Study Report [Action Item]**

The Board received the Draft Sewer Cost of Service Report from the Rate Consultant Ms. Alison Lechowicz and was requested to accept the COS report and to call for a Town Hall Meeting, March 6, 2025, at 5:00 p.m. to discuss findings with the Summerland Sanitary District Rate Payers.

The Board members held a brief discussion with the rate consultant and legal rate-making consultant and complimented Ms. Lechowicz on the readability of the report.

In addition, the Board was requested to instruct the Administrative Manager and Legal Rate Making Consultant Mr. Colantuono to prepare a District Sewer Service Charges Ordinance based on the COS Study.

Director J. Franklin made a motion to accept the Rate Study Cost of Service report as presented, call for a town hall meeting and to prepare the Sewer Service Charges Ordinance. The motion was seconded by Director J. Witmer, and was carried by the following roll call vote:

AYES:	5	J. Colomy, J. Franklin, T. Price, G. Robinson, J. Witmer
NOES:	0	None

Summerland Sanitary District
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ABSENT: 0 None
ABSTAIN: 0 None

X. FINANCIAL STATUS REPORT – JANUARY 2025 [Action Item]

The Board received Financial Status and Cash balance reports for Funds 5215, 5216, and 5217, and staff provided explanations as requested.

Director J. Colomy made a motion to accept the Financial Status Report as presented. The motion was seconded by Director J. Franklin and was carried by the following roll call vote:

AYES: 5 J. Colomy, J. Franklin, T. Price, G. Robinson, J. Witmer
NOES: 0 None
ABSENT: 0 None
ABSTAIN: 0 None

XI. OPERATIONS MANAGER REPORT

Operations Manager D. Lewis provided a written and oral report and answered Board questions. In addition, Mr. Lewis informed the Board that a conditional job offer for the Operator-In-Training position was provided to candidate J. Rogers, who accepted the offer.

XII. ADMINISTRATIVE MANAGER REPORT

Administrative Manager M. Souza provided a written and oral report and answered Board questions. The Town Hall meeting will be a special meeting and is scheduled for Thursday, March 6, 2025. Invitation Postcards have been sent out.

IX. BOARD COMMUNICATIONS

- A. Board Communications: President G. Robinson requested a correction for the December 12, 2024, meeting minutes. The minutes should show that the appointees for the finance committee are Jolene Colomy and Tricia Price.
- B. Items for future Board meetings: -
- C. Next regular board meeting: Tuesday, March 18, 2025.

X. ADJOURNMENT

President G. Robinson adjourned the meeting at 4:40 p.m.

Respectfully submitted:

Jolene Colomy
Secretary

Date: March 18, 2025

Minutes prepared by M. Souza



II

Minutes Board of Directors, Special Meeting

Thursday, March 6, 2025, at 5:00 p.m.

District Town Hall Meeting to Discuss New Rate Structure and Rate Setting

These are the minutes of the special board meeting of the Governing Board of the Summerland Sanitary District held at 2400 Lillie Avenue, Church Meeting Hall, Summerland CA.

The public was invited to attend the meeting in person and was able to participate to the meeting telephonically by calling +1 669 900 6833 (San Jose) 983 226 8568, access code 123, or through the internet at

<https://us02web.zoom.us/j/9832268568?pwd=nl8jNgA5DOkwx950nKL4h0nmahQbj.1&omn=81976996233>

The agenda notice for this meeting, including instructions for the public to provide comments and/or participate in the electronic meeting, was posted on the district’s website, bulletin board, and at the post office at least 24 hours in advance of the meeting.

PRESIDENT G. ROBINSON CALLED THE SPECIAL BOARD MEETING TO ORDER AT 5:00 P.M.

I. ROLL CALL

DIRECTORS PRESENT

JOLENE COLOMY
JOHN FRANKLIN
TRICIA PRICE
GARY ROBINSON
JAMES WITMER

ABSENT

-

OTHERS PRESENT

DAVID LEWIS	Operations Manager
MARJON (Mar) SOUZA	Administrative Manager
ALISON LECHOWICZ	Rate Study Consultant
MATTHEW SLENTZ	Legal Consultant- Rate Making

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

President G. Robinson asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

IV. PUBLIC COMMENT

President G. Robinson announced that the public will be provided time for comments and questions after the Presentation of the Sewer Cost of Service Study.

V. ITEMS TO BE DISCUSSED [Non-Action-Items; Any Action Will Come at a Subsequent Meeting]

A. Town Hall Meeting

1) *Opening comments and a welcome from the President of the Board.*

President G. Robinson welcomed everyone and said that the Board received two letters from 160 Evans Ave property owners. One letter has been included in the board meeting packet. A second

letter was received today, March 6th. This letter has been distributed to the Board and will be filed as an administrative record for today's meeting.

President G. Robinson introduced the Board members, staff, and rate consultant and explained that Mr. Matthew Slentz would lead the Public Questions and Answers item.

2) *Presentation: Overview of the District/Capital Projects and upcoming District Challenges.*

Administrative Manager M. Souza gave a short PowerPoint presentation with an Overview of the District/Capital Projects and upcoming District Challenges.

3) Presentation of Sewer Rate Cost-of-Service Study Report.

Ms. Alison Lechowicz of Lechowicz + Tseng Municipal Consultants provided a PowerPoint presentation of the Sewer Rate Cost of Service Study and provided explanations where needed. Copies of the report were made available.

4) *Public Questions and Answers by the Board, Rate Consultant, Legal Counsel, and Staff.*

The Public was given an opportunity to ask questions. A total of four members of the public provided comments and asked questions.

5) Closing Comments by the Board President.

President G. Robinson thanked everyone for coming to the Town Hall meeting. The Board appreciated the participation and comments. The next regular board meeting will be Tuesday, March 18th at the District's office.

VI. ADJOURNMENT

The meeting was adjourned at 5:42 p.m.

Expenditure Transactions

From February 1 through February 28, 2025

From 2/1/2025 to 2/28/2025

Selection Criteria: Fund = 5215, 5216, 5217

Layout Options: Summarized By = Fund; Page Break At = Fund; Columns = Vendor

Fund 5215 -- Summerlnd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
JE - 0277710	2/3/2025		6475	HRA Administrative Fee - JAN 2025	13.50		
CLM - 0820619	2/6/2025		7508	Legal Serv. 12/12/2024 through 1/14/2025	1,300.00	146937	LAW OFFICE OF JANET K MCGINNIS
CLM - 0820623	2/6/2025		7460	Electr. Tech labor & Instrument Calibrations	1,040.00	226497	ELECTRICAL INSTRUMENTATION SERVICES
CLM - 0821577	2/6/2025		7110	Compensation Completion Ethics Training AB1234	175.00	009934	JOLENE M COLOMY
CLM - 0821580	2/6/2025		7110	Compensation Completion Ethics Training AB1234	175.00	765907	John Franklin
CLM - 0821582	2/6/2025		7510	Call Center Service - February 2024	64.49	106048	CENTRAL COMMUNICATIONS
CLM - 0821598	2/6/2025		7516	Dig Alert Ticket Charges/Service Jan 2025	39.60	828128	UNDERGROUND SERVICE ALERT
CLM - 0821599	2/6/2025		7508	Rate Making Legal Advice Jan 2025	1,701.00	062817	COLANTUONO HIGHSMITH & WHATLEY PC
CLM - 0821602	2/6/2025		7363	Pool Skimming Nets (4)	335.50	835122	USA BLUEBOOK
CLM - 0821605	2/6/2025		7121	840 Gallons of Sodium Hypochlorite	3,387.91	214614	UNIVAR SOLUTIONS USA INC
CLM - 0821607	2/6/2025		7363	Lift Station 1 Vent Hose Repair, clamps & sealout	19.89	151096	CARPINTERIA VALLEY LUMBER CO
CLM - 0821607	2/6/2025		7362	Garden material - Bark	97.70	151096	CARPINTERIA VALLEY LUMBER CO
CLM - 0821611	2/6/2025		7053	Internet February 2025	107.54	776537	COX COMMUNICATIONS - BUSINESS
CLM - 0821624	2/6/2025		7110	Compensation Completion Ethics Training AB 1234	175.00	091927	JAMES WITMER
MIC - 0206018	2/6/2025		7363	Elbow, 90 degrees, white	4.01	094089	GRAINGER
MIC - 0206018	2/6/2025		7363	Male Adapter 1 1/4	8.57	094089	GRAINGER
MIC - 0206018	2/6/2025		7363	Tubing, clear for Chemical Pumping	97.60	094089	GRAINGER
MIC - 0206018	2/6/2025		7363	2 Mask Respirator Kits (medium)	127.57	094089	GRAINGER
MIC - 0206018	2/6/2025		7363	1 Mask Respirator Kits (Large)	63.78	094089	GRAINGER
MIC - 0206025	2/6/2025		7763	Water delivery 01/10	26.06	067307	CULLIGAN OF VENTURA COUNTY
MIC - 0206025	2/6/2025		7763	Water delivery 01/24	26.06	067307	CULLIGAN OF VENTURA COUNTY
CLM - 0822611	2/13/2025		7764	Trash Service January 2025	385.11	509950	MARBORG INDUSTRIES
CLM - 0822617	2/13/2025		7053	Phone Wireless January 2025	169.96	297454	VERIZON WIRELESS
CLM - 0822619	2/13/2025		7763	Water Usage Jan 2025	205.01	556712	MONTECITO WATER DISTRICT
CLM - 0822621	2/13/2025		7110	Comp. Agenda Setting Meeting 2/6/2025	175.00	167410	GARY W ROBINSON
CLM - 0823090	2/15/2025		6100	Regular Salaries February 1-15, 2025	15,444.57	790178	Summerland Sanitary District
CLM - 0823090	2/15/2025		6270	Standby October February 1-15, 2025	980.62	790178	Summerland Sanitary District
CLM - 0823090	2/15/2025		6500	Medicare and Fica February 1-15, 2025	1,324.44	790178	Summerland Sanitary District



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Expenditure Transactions

From 2/1/2025 to 2/28/2025

Selection Criteria: Fund = 5215, 5216, 5217

Layout Options: Summarized By = Fund; Page Break At = Fund; Columns = Vendor

Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
CLM - 0823090	2/15/2025		6600	Healthcare Contr. D.L. February 1-15, 2025	300.00	790178	Summerland Sanitary District
JE - 0278309	2/15/2025		6400	Retirement Contr. Employer & EE Payroll 02-15-2025	5,004.90		
JE - 0278309	2/15/2025		6475	Healthcare Contr. 401(h) Retirees 02-15-2025	300.19		
CLM - 0823220	2/19/2025		7070	Annual Rebate - Credit Card Umpqua Bank	-261.87	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7070	Household Supplies	111.99	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7070	Refreshments for RBM and SBM January 2025	60.64	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7121	Ansell Sol-Vex Gloves (3-pair) Batteries AAA & AA	116.83	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7450	Office Supplies	127.70	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7454	Office MS and Zoom Monthly Subscription	24.24	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7460	Godaddy: Website Security Annual Subscription	83.88	790180	Summerland Sanitary District
CLM - 0823220	2/19/2025		7653	Advertisement OIT Vacancy Position	75.00	790180	Summerland Sanitary District
CLM - 0823486	2/20/2025		7363	Company Truck: Windshield Wipers	34.20	178358	COAST AUTO PARTS
CLM - 0823487	2/20/2025		7110	Comp. Regular Board Meeting 02/13/2025	175.00	167410	GARY W ROBINSON
CLM - 0823489	2/20/2025		7110	Comp. Regular Board Meeting 02/13/2025	175.00	091927	JAMES WITMER
CLM - 0823490	2/20/2025		7110	Comp. Regular Board Meeting 02/13/2025	175.00	765907	John Franklin
CLM - 0823491	2/20/2025		7110	Comp. Regular Board Meeting 02/13/2025	175.00	009934	JOLENE M COLOMY
CLM - 0823493	2/20/2025		7110	Comp. Regular Board Meeting 02/13/2025	175.00	215753	TRICIA THORSELL PRICE
CLM - 0823494	2/20/2025		7362	Straw Wattle (2)	65.40	116421	SITE ONE LANDSCAPE SUPPLY LLC
CLM - 0823499	2/20/2025		7510	Hauling of 43.41 tons biosolids	2,967.78	164600	SYNAGRO WEST LLC
CLM - 0823502	2/20/2025		6600	Medical Benefits March 2025	6,247.79	002073	SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
CLM - 0823517	2/20/2025		7110	Comp. Completion Training Ethics 1234	175.00	215753	TRICIA THORSELL PRICE
CLM - 0823519	2/20/2025		7110	Comp. Completion Training Ethics 1234	175.00	167410	GARY W ROBINSON
CLM - 0824454	2/27/2025		6100	Regular Salaries February 16-28, 2025	14,648.26	790178	Summerland Sanitary District
CLM - 0824454	2/27/2025		6270	Standby February 16-28, 2025	796.59	790178	Summerland Sanitary District
CLM - 0824454	2/27/2025		6300	Overtime February 16-28, 2025	409.70	790178	Summerland Sanitary District
CLM - 0824454	2/27/2025		6500	Medicare and Fica February 16-28, 2025	1,276.70	790178	Summerland Sanitary District
CLM - 0824454	2/27/2025		6600	Healthcare Contr. D.L. February 16-28, 2025	300.00	790178	Summerland Sanitary District
CLM - 0824503	2/27/2025		7121	550 Gal of Sodium Bisulfite	2,591.98	214614	UNIVAR SOLUTIONS USA INC
CLM - 0824504	2/27/2025		7053	Frontier LS Alarm Phones (3 Lines) 2/13-3/12	314.84	075391	FRONTIER

Credit Card Exp.

Expenditure Transactions

From 2/1/2025 to 2/28/2025

Selection Criteria: Fund = 5215, 5216, 5217

Layout Options: Summarized By = Fund; Page Break At = Fund; Columns = Vendor

Fund 5215 -- SummerInd San Dist Running Exp

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
CLM - 0824505	2/27/2025		7053	Monthly Charge Plant/Office Phone 02/13-3/12	261.43	075391	FRONTIER
CLM - 0824506	2/27/2025		7030	Rain Gear- pants for staff (3)	191.16	094089	GRAINGER
CLM - 0824509	2/27/2025		7460	Rate Study 2025 Invoice #3	8,190.00	169424	LECHOWICZ & TSENG MUNICIPAL CONSULTANTS
CLM - 0824514	2/27/2025		7362	Straw Wattle (2) for rain diversion	59.72	116421	SITE ONE LANDSCAPE SUPPLY LLC
JE - 0278677	2/28/2025		6400	Retirement Contr. Employer & EE Payroll 02-28-2025	4,765.97		
JE - 0278677	2/28/2025		6475	Healthcare Contr. 401(h) Retirees 02-28-2025	300.19		
Total SummerInd San Dist Running Exp					78,260.70		

Expenditure Transactions

From 2/1/2025 to 2/28/2025

Selection Criteria: Fund = 5215, 5216, 5217

Layout Options: Summarized By = Fund; Page Break At = Fund; Columns = Vendor

Fund 5217 -- SummerInd San Dist-Capital Rep

Document	Post On	Dept	LIAcct	Description	Amount	Vendor	Vendor Name
CLM - 0823495	2/20/2025		8300	E1H-236-P 2HP Polymer Pump	7,084.38	569122	Multi W Systems
Total SummerInd San Dist-Capital Rep					7,084.38		

TO: Board of Directors, Summerland Sanitary District

FROM: Janet K. McGinnis, District Legal Counsel

RE: March 18, 2025 - Regular Board Meeting

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

[Gov. Code, § 54956.9(d)(4)]

Summerland Sanitary District v. Ryszard and Maria Stawiecki/owner 121 Hollister Street

SUMMARY DISCUSSION OF RECOMMENDATION

This closed session allows counsel and management to discuss their recommendation to the Board of Directors to file a complaint in Santa Barbara Superior Court to abate a nuisance. The private sewer lateral for 121 Hollister Street runs under 2294 Lillie Avenue and connects to the District's main in Lillie Avenue. This lateral was disconnected in August, 2024 by the Stawieckis, owners of 121 Hollister Street, because deterioration caused repeated hazardous discharges that adversely affected 2294 Lillie Avenue's occupant, Summerland Beach Café.

District inspections and a certified plumber's inspections confirmed the lateral's deterioration. The Stawieckis were served notices to clean up, repair, and abate their violation of District ordinances and state law. They requested and were granted extensions. They ignored every deadline and continue to dispute their responsibility for the lateral's repair and deterioration. They have many excuses for not moving forward with the repair or the installation of a new sewer lateral. They never appealed District's notices and their failure to exhaust administrative and appeal remedies will limit their defenses in a District abatement action.

The Stawieckis are full-time residents of 121 Hollister Street. They disconnected their lateral from the District system in August, 2024 and have used a porta-potty ever since. District efforts to obtain compliance have been for naught. The Stawieckis will not be able to ignore court abatement orders. Litigation is a necessary resort to induce them to abate their nuisance.

The Board is advised to authorize counsel to file a complaint seeking immediate injunctive relief through orders requiring Stawieckis to repair and connect their faulty lateral or to construct and connect a new lateral by a specific compliance date or allowing the District to repair the faulty lateral, at the Stawieckis' expense. The complaint will seek recovery of District damages for its staff time, expenses, and attorney fees for investigation and abatement efforts.

EXHIBIT 1 SHOWS LOCATIONS OF THE TWO PROPERTIES' CURRENT SEWER LATERALS AND TWO PROPOSED SEWER LATERAL ROUTES FOR CONSTRUCTION OF NEW LATERAL.

EXHIBIT 2 COMPILES NOTICES SERVED ON STAWIECKIS AND SOME COMMUNICATIONS.

ADDITIONAL ISSUES AND RECOMMENDATIONS:

- (1) A recorded utility easement in favor of 121 Hollister Street burdens 2294 Lillie Avenue. Because of this easement, Stawieckis may use 2294 Lillie for the installation of a their new lateral. The owners of 2294 Lillie acknowledge the easement and their title insurance report confirms the validity of the recorded blanket utility easement.

Stawieckis demand that the owners of 2294 Lillie enter an “easement of necessity” without legal authority. District counsel advised them that they have an easement and do not need another easement. The owners of 2294 Lillie and their lawyer sent them the title report and deed grant of easement. The court will determine their responsibilities, including that they may not demand and do not need an easement of necessity to abate the nuisance on their property.

- (2) The faulty lateral can be restored, although this lengthy sewer lateral with several cleanouts is running under the café’s patio and poses challenges for repair. Please see Exhibit 1 for this lateral’s illustration and location.

The Stawieckis seemingly prefer to abandon their faulty sewer lateral and have considered a new route that is illustrated on Exhibit 1 as Alternative 1. They express distrust for the café operators and blame cafe activities over the lateral have affected their lateral. The owners of 2294 Lillie agree that the Stawieckis may route their new lateral as shown in Alternative 1. If they do this, Stawieckis must protect 2294 Lillie’s owners from construction impacts, including restoration or protection of a retaining wall.

- (3) Another option for routing to the District main in Hollister Street is to construct the new lateral totally on 121 Hollister. This is Alternative 2 illustrated on Exhibit 1. This efficient route eliminates effects and expense arising from neglected maintenance and construction impacts on 2294 Lillie’s occupant and owner.
- (4) Management considers any new lateral’s route to be the Stawieckis’ option. If they do not comply with the court order, Management recommends asking the court to allow the District to repair and connect the faulty sewer lateral.
- (5) The District’s complaint should ask for an order imposing a compliance calendar for the Stawieckis’ immediate repair and connection of their faulty lateral or construction and connection of a new lateral using any viable route to Hollister that they choose. If they use their easement, the order should provide that the Stawieckis will pay customary protections, insurance, and compensation for 2294 Lillie Avenue during construction.
- (6) If the Stawieckis do not comply with the court’s order, the District should ask the court to authorize it to repair the faulty sewer lateral, to provide 2294 Lillie all customary

protections, insurance, and compensation arising from the work, and to tax all related expense to the Stawiecki property for collection in the same manner as sewer service charges are assessed.

CONCLUSION

The Board may hear from interested parties during public comment before the closed session. During the session, staff and counsel will discuss recommendations and answer questions.

enclosures: Exhibit Index; Exhibits 1 and 2

cc: Mar Souza, Administrative Manager
David Lewis, Operations Manager

EXHIBIT INDEX

EXHIBIT 1 VISUAL IMPRESSION OF CURRENT AND PROPOSED SEWER LATERALS

EXHIBIT 2 NOTICES SERVED ON STAWIECKIS AND SOME COMMUNICATIONS

August 5, 2024: Sewer Lateral – Request to Clean and Repair Immediately

August 8, 2024: Notice to Immediately Clean and Repair Sewer Lateral
at APN 005-175-009

August 9, 2024: Summary of Investigations for Sewer Lateral Seepage/Spill
121 Hollister Street/ APN 005-175-009

August 19, 2024: Notice to Immediately Repair Sewer Lateral at APN 005-175-
009, or to install a new property sewer lateral to connect to the
District's Main Sewer Line on Hollister Street

September 19, 2024: Coastal River Terrace, LLC letter to Stawieckis

September 25, 2024: Souza e-mail to Stawiecki

November 8, 2024: Second Notice of Violation and to Immediately Repair
Sewer Lateral at APN 005-175-009, or to install a new
property sewer lateral to connect to the District's Main
Sewer line on Hollister Street

January 3, 2025: Correction of Violation – Sewer Lateral for 121 Hollister St.

February 25, 2025: District Intent to Correct Violation – Sewer Lateral for 121
Hollister Street

March 4, 2025: Stawiecki letter to District with enclosures



Visual Impression of Current and Proposed Sewer Laterals

Legend:

- Disconnected Faulty Sewer Lateral belonging to 121 Hollister St. on 2294 Lillie Ave.
- Alternative 1: Proposed New Sewer Lateral 121 Hollister St. on 2294 Lillie Ave.
- Alternative 2: Proposed New Sewer Lateral 121 Hollister St. on 121 Hollister St. and includes new sewer lateral drain lines under the house within the crawlspaces.
- Functional Sewer Lateral belonging to 2294 Lillie Avenue (Beach Café)
- Summerland Sanitary District's Main Sewer Lines
- Lateral Cleanout (access points) ● District Manhole



Board of Directors August 5, 2024

President:
Jim Witmer

Vice-President:
Gary Robinson

Secretary:
Jolene Colomy

Director:
John Franklin

Director:
Martin Tucker

Hand Delivered
Resident/Property Owner
121 Hollister Avenue
Summerland, CA 93067

Re: Sewer lateral- Request to Clean and Repair Immediately

Dear Resident/Property Owner,

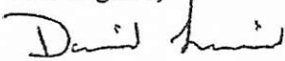
Summerland Sanitary District's staff received notice of water, possible sewer leakage on the property 2249 Lillie Avenue. District staff visited the site today and determined that there is evidence of seepage of your sewer lateral on the 2249 Lillie Avenue property. Staff also inspected the sewer lateral of the property 2249 Lillie Avenue and this lateral is in good working order, as well as the District's main collection pipeline.

Summerland Sanitary District requests that you hire a certified plumbing company to clean and repair your sewer lateral immediately and have this completed no later than August 8, 2024. Please instruct your plumbing company to call the District at 805-969-4344 to apply for a sewer lateral repair permit and have them provide a copy of the video after the repair of the sewer lateral for District's review.

According to the Summerland Sanitary District's Ordinance No. 18, Article I states that the Building Sewer (including property lateral and wye connection to the sewer mainline) shall be maintained by the property owner at their expense.

If you do not comply with this request according to Ordinance No. 14.

Kind regards,


David Lewis
Operations Manager
dlewis@summerlandsd.org
805-770-0267
www.summerlandsd.org

805.969.4344 • 805.969.5794 • P.O. Box 417 • Sumrn

9:00 am 8/8/24

M. Stawiechi

called signis

she was disconnected
& connected to

Beach Cafe

11:35 called penche inform
plumber on site 7:30 am
8/9

Law Office of
Janet K. McGinnis

August 8, 2024

Via United States Postal Service Certified Mail
and Personal Delivery

Mr. and Ms. Stawiecki
121 Hollister Avenue
Summerland, CA 93067

Re: Notice to Immediately Clean and Repair Sewer Lateral at APN 005-175-009

Dear Mr. and Ms. Stawiecki:

I am counsel for Summerland Sanitary District. Its staff has referred your recent communications arising from an unlawful environmental and health hazard maintained on 121 Hollister Avenue.

We understand that you own 121 Hollister, which has a leaking sewer lateral. Its disrepair causes and allows gray water and sewerage to be discharged into soils at 121 and onto 2249 Lillie Avenue where a café is operated. The café closed its patio on July 21, 2024 because of the raw sewage spills. You live in the home with the leaking sewer lateral. You have been on notice of your leaking lateral since at least July 21st, allegedly much earlier.

On August 1, 2024, you went into SSD offices to report to staff that you observed wastewater buildup and a smell on the café property. On that day and since, staff has directed you to video and repair your lateral, which you have steadfastly refused to do, although you admit the leaking lateral is yours. You contend that the café or the county is responsible for your line's disrepair. Moreover, you have stopped using the sewer drains, realizing they are leaking and causing spills onto your property and the café's, while you or others occupy this home.

An investigation on August 5th by Mr. David Lewis, SSD Operations Manager, confirmed that the café lateral and clean outs and the collection main are not causing any seepage problem. He visited you after his investigation at the site and showed you pictures and discussed his investigation and his conclusions. You were told to move forward immediately to video the line and obtain permitting to allow immediate repairs. You told him that you would not hire a plumber and pay for the repairs. You also told Mr. Lewis that you had stopped using your home's drains to prevent the spill from continuing. You claim that a "backup" was caused by something the café must be doing, or something was damaged by landscaping work. You said that Santa Barbara County was responsible. None of your contentions is documented, none makes sense, and none addresses the public nuisance on your property that is the subject of this letter and the District's intended enforcement actions.

Any contentions that you want to advance against the county or your neighboring property owner are immaterial to the District's concerns about your lateral. You may take up your contentions

924 Anacapa Street, Suite 1-M
Santa Barbara, CA 93101-2156

805-963-1865 (office)
Janet@McGinnisLawOffice.com

with the café owner and the county at another time and in another forum. As an owner of a connection to the District system and a user of the District's services, you alone are responsible for operating and maintaining the public nuisance of concern, which poses a threat of imminent injury and harm to the public and to your and your neighbors' soils and groundwater resources.

Further investigation occurred on August 7th by SSD's administrative manager, Marjon Souza, and Mr. Lewis. They visited 2249 Lillie Avenue to meet with the business owner and conduct inspections of its clean outs, lateral, and the area where seepage came through. It was made clear to them that any additional spillage will require another closure of the patio. Inspection showed that the SSD collection main and the café's lateral are in good working order.

Mr. Lewis and Ms. Souza then attempted to visit you. Your gate was locked and there is no doorbell. Ms. Souza called Ms. Stawiecki and explained what their inspections had confirmed and that the District needed immediate video inspection and repair of the 121 Hollister property lateral. Again, Ms. Stawiecki rejected the request to video and repair.

As staff's efforts have been unsuccessful and an unacceptable and unhealthful public nuisance is being maintained on your property, this file has been turned over to me for enforcement. Please advise your lawyer of this notice and demand for immediate video, permitting, and repair of your lateral. Such serious violations of District ordinances cannot be ignored without consequences; *see, e.g.* sections 1.1.a, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, and 1.10 of Ordinance No. 14.

Only with your good faith and timely compliance with its Notice and Demand for Repair will the District forego further enforcement action. All District expenses incurred to enforce ordinances and to abate the public nuisance shall be tracked for reimbursement, if you so require; *see, e.g.*, Ordinance No. 14, § 1.12. As a result, I and staff are tracking all of our time and charges incurred for inspections and enforcing your elemental obligations of property ownership.


Article I of Ordinance No. 18 (Summerland Sanitary District Sewer Use Ordinance) requires the sewer lateral and wye connection to be maintained by the property owner at the owner's expense. Section 4.6 makes maintenance of a lateral the owner's responsibility. Article II makes it unlawful to maintain a connection in violation of ordinance. Section 3.2 makes *any discharge* unlawful. Many California and county statutes mirror the District's and make discharges of raw sewage a serious threat to public safety and health.

NOTICE TO OWNERS: YOU ARE DIRECTED TO HIRE A CERTIFIED PLUMBING CONTRACTOR TO CLEAN, REPAIR, AND VIDEO YOUR LATERAL IMMEDIATELY AND TO HAVE THIS WORK COMPLETED BY NO LATER THAN AUGUST 16, 2024. YOUR PLUMBER SHOULD CALL THE DISTRICT AT 805-969-4344 TO APPLY FOR A SEWER LATERAL REPAIR PERMIT AND TO PROVIDE A COPY OF THE VIDEO AFTER THE REPAIR FOR THE DISTRICT'S REVIEW. UNTIL REPAIRS ARE REVIEWED AND APPROVED, NO ONE MAY OCCUPY THE RESIDENCE AT 121 HOLLISTER UNDER SECTION 2.10 (OCCUPANCY PROHIBITED) OF ORDINANCE NO. 18.

Please be advised that if you will not comply with this noticed directive, among its many remedies and options for enforcing its ordinances, the District shall take corrective action under Ordinance 14 to inspect and repair your lateral and charge you for all related costs, including attorney fees and inspection fees and related costs.

Your property's imminent threat to public health and safety and unlawful injury and damage to private property will not be tolerated. We hope that further enforcement efforts will not be required and welcome your timely compliance with this demand for your immediate repair and video of the lateral on your property.

Very truly yours,


Janet K. McGinnis
Attorney at Law

cc: Ms. Marjon Souza, Administrative Manager
Mr. David Lewis, Operations Manager



Board of Directors

August 9, 2024

President:
Jim Witmer

Vice-President:
Gary Robinson

Secretary:
Jolene Colomy

Director:
John Franklin

Director:
Martin Tucker

Hand Delivered & Regular Mail
Mr. and Mrs. Stawiecki
121 Hollister Street
P.O. Box 120
Summerland, CA 93067

Re: **Summary of Investigations for Sewer Lateral Seepage/Spill**
121 Hollister Street /APN 005-175-009

Dear Mr. and Mrs. Stawiecki,

On August 1, 2024, you went to visit the SSD treatment plant to report to staff that you observed wastewater buildup and a smell on the Beach Café property. On that day and since, staff has directed you to hire a certified plumber to video and repair your lateral, which you have refused to do, although you admit the leaking sewer lateral is yours. You contend that the Beach Café or the county is responsible for your line's disrepair.

An investigation on August 5th by Mr. David Lewis, SSD Operations Manager, confirmed that the Beach Café sewer lateral and clean outs and the collection main sewer line are not causing any seepage problem and that the seepage came from your property sewer lateral. He visited you after his investigation at your home and showed you pictures and discussed his investigation and his conclusions. You were told to move forward to hire a plumber to video the line to allow immediate repairs. You told Mr. Lewis that you would not hire a plumber and pay for the repairs. You also told Mr. Lewis that you had stopped using your home's drains to prevent the spill from continuing.

Further investigation occurred on August 7th by SSD's Administrative Manager, Marjon Souza, and Mr. Lewis. They visited the Beach Café at 2249 Lillie Avenue to meet with the business owners and conduct inspections of its clean outs, lateral, and the area where seepage came through. It was made clear to them that any additional spillage will require another closure of the patio. Inspection showed that the SSD collection main and the Beach Café's lateral are in good working order.

Mr. Lewis and Ms. Souza then attempted to visit you. Your gate was locked and there was no doorbell. Ms. Souza called you and explained what their inspections had confirmed and that the District needed immediate video inspection and repair of the 121 Hollister Street property lateral. Again, you rejected the request to hire a certified plumber to video and repair the sewer lateral

On August 8th you called the District's office and spoke to Mr. Lewis and Ms. Souza and informed them that you disconnected the sewer lateral, and you invited Mr. Lewis to visit you at your property to see the disconnection. You also said that you believed that your property lateral was connected to the 2249 Lillie Avenue's property lateral.

In response, the District hired Goodland Plumbing & Instruction Inc. and met owner and certified plumber, Mr. Andrew Hug, today on August 9, 2024 at 7:30 a.m. at 2249 Lillie Avenue to video (CCTV) your sewer lateral for the following reasons:

Identify where the blockage is.

Receive a report for the condition of your sewer lateral.

Receive a repair estimate.

At that time Mr. Lewis also met with you today and you showed Mr. Lewis that you disconnected your sewer lateral by capping both ends of the sewer lateral on your property with a cap on the upstream lateral and a plug on the downstream lateral, the portion that is located on the 2249 Lillie Ave property. Mr. Lewis confirmed this disconnection.

Mr. Lewis requested the plumber to take CCTV of the sewer lateral of 2249 Lillie Avenue and investigate if the property laterals of 2249 Lillie Avenue and 121 Hollister Street were connected at any point.

The following was discovered:

- The plumber CCTV-ed the 121 Hollister Street lateral from the disconnection point to the District's main sewer line. This required de-rooting of the lateral in the blockage area. The condition of the lateral was, upon visual inspection, in inferior condition and it is expected to be replaced in its entirety (including up to and including the wye connection).
- The plumber videotaped 2249 Lillie Avenue's property lateral (Beach Café) and determined that the lateral is not connected at any point with the 121 Hollister Street sewer lateral. This lateral line is deemed to be in good condition.

Mr. Hug from Goodland Plumbing & Construction Inc. will be submitting a full report on the inspection as well as the CCTV recordings of the sewer lateral.

Goodland Plumbing & Construction will prepare an estimate for the repair/replacement of the sewer lateral belonging to the 121 Hollister Street property.

Mr. Lewis discussed an alternative new sewer lateral and connection point from the property at Hollister Street to the District's main sewer on Hollister Street with the plumber. Goodland Plumbing & Construction will be submitting an estimate for this option as well. This alternative option might have several advantages:

- It will likely be less expensive than the complete replacement of the current property sewer lateral, which most likely includes the replacement of the wye connection.
- The sewer lateral will stay at the Hollister Street property and will be connected to the District's main sewer line on Hollister Street.
- It's a shorter distance.
- It might prevent any future neighbor disputes over the location of the current 121 Hollister Street property sewer lateral.

Once we receive the estimates and the report, we will share this with you.

The repair, or the newly constructed lateral will be at your expense. Please see the District's Ordinance No. 18, Article I "the Building Sewer (including property lateral and wye connection to the sewer mainline) shall be maintained by the property owner at their expense".

You are not required to accept the Goodland Plumber & Construction Inc. repair and replacement proposal at the time it will be presented to you, but you will need to take action, and you can hire another plumbing contractor of your choice to facilitate the repairs or the construction of a new sewer lateral.

District can facilitate and assist.

If you have any questions, please contact Mr. Lewis at 805-969-4344 or through dlewis@summerlandsd.org.

Kind regards,


Mar Souza
District Administrative Manager



Board of Directors

August 19, 2024

President:

Jim Witmer

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Secretary:

Jolene Colomy

Director:

John Franklin

Director:

Martin Tucker

Hand Delivered, Certified and Regular Mail ✓ ✓ ✓

Mr. and Ms. Stawiecki

P.O. Box 120, 121 Hollister Avenue

Summerland, CA 93067

Re: Notice to Immediately Repair Sewer Lateral at APN 005-175-009, or to install a new property sewer lateral to connect to the District's Main Sewer line on Hollister Street

Dear Mr. and Ms. Stawiecki:

The Summerland Sanitary District has asked you several times to clean and repair your sewer lateral which discharged raw sewage on the 2249 Lillie Avenue property. You've refused to clean and repair this sewer line and even went to the extreme action of disconnecting your faulty property lateral by removing a piece of sewer lateral and by placing a cap and a plug to achieve separation.

Since you've refused to take action, and in the process pointed fingers to neighbors and utility companies for the breakage of your lateral, the district decided to show good faith and hired a certified plumbing company to inspect and video your sewer lateral, even though this was your responsibility.

The District requested a certified plumber to inspect your sewer lateral and the sewer lateral of the property at 2249 Lillie Avenue on August 9, 2024. The sewer lateral of 2249 Lillie Avenue was deemed in good condition upon inspection by the certified plumber. However, your property sewer lateral was in very poor condition and needs immediate repair. The District requested a repair estimate and also requested a second estimate for an installation of a new sewer lateral from your property to the District's main sewer line located at Hollister Street, since you expressed interest in this option.

A letter with the initial investigations findings was sent by mail and delivered to you personally by undersigned on August 9, 2024. In this letter it was communicated that detailed findings and repair/estimates would be provided to you as soon as they were received by the certified plumber and that you, alone, are responsible for repair/installation cost. You provided your email address to the District to receive these findings and estimates.

The District's Operations Manager, Mr. David Lewis, sent the following information to your email at John.stawiecki@gmail.com:

- A report of the inspection and video links for the recordings of the condition your sewer lateral by Good Land Plumbing and Construction, Inc. on Thursday August 15, 2024.
- A repair estimate for your property sewer lateral that needs immediate repair and
- An installation estimate for a new property sewer lateral connecting to the District's main sewer line on Hollister Street.

These estimates were sent this morning August 19, 2024.

We require that you take immediate action to prevent your building from being red tagged and being subject to several fines and fees if no action is taken according to the timelines given below. We are given you the following Notice:

NOTICE TO OWNERS: You are directed to hire a certified plumbing contractor to repair your lateral immediately and have the work completed by no later than August 30, 2024.

Alternatively, if you wish to do so, you are directed to hire a certified plumbing contractor to install a new property sewer lateral to the connection point of the main sewer on Hollister Street. If you choose this option, the work should be completed by no later than September 13th.

Your plumber should call the District at 805-969-4344 to apply for a sewer lateral repair permit, to have an inspection performed during repair and to provide a copy of the video after the repair has been completed.

Please be advised that if you will not comply with this noticed directive, among its many remedies and options for enforcing its ordinances, the District shall take corrective action under Ordinance 14 to inspect and repair your lateral and charge you for all related costs, including attorney fees and inspection fees and related costs.

District staff are at your availability and can facilitate the process if desired. You can contact Mr. Lewis at 805-770-0267 or via email at dlewis@summerlandsd.org.

Kind regards,


Marjon (Mar) Souza
District Administrative Manager.

cc: Mr. David Lewis, Operations Manager
Ms. Janet McGinnis, Attorney at Law

Attachments: Inspection Report, Repair Estimates

Coastal River Terrace, LLC
Elena Radosavcev
31826 Village Center Road, Suite C,
Westlake Village, CA 91361
(818) 917-2587 Fax (818) 991-0450

Via email and Certified Mail with Return Receipt

September 19, 2024

Maria and Ryszard Stawiecki
CC: John Stawiecki
121 Hollister St.
Summerland, CA 93067

Dear Maria and Ryszard Stawiecki,

Thank you for welcoming me into your home and discussing the necessary repairs or replacement of your sewer line at 121 Hollister. As of today, the following estimates have been received and are attached herein, from the following plumbing companies: Goodland Plumbing, Mark Odney Plumbing, and Roto Solutions (Ernesto Garcia).

Last Wednesday, September 11, your son, John Stawiecki and I met with Mark Odney at Summerland Beach Café (2294 Lillie Ave) from approximately 10:30 a.m. to 12:30 p.m. Mark scoped the line and confirmed that while a trenchless option is viable for most of the sewer, a new line would be necessary near the Yucca trees which are on the property line between Godmother's and Summerland Beach Café. As mentioned by Goodland Plumbing and Mark Odney Plumbing, replacement of the sewer would require the trees' removal. Mark also suggested that installing an entirely new line would be the most reliable solution. Mark Odney provided an estimate ranging between \$28,000 and \$32,000 for a full replacement, foregoing the trenchless system.

After our meeting with Mark, John and I consulted Ernesto Garcia from Roto Solutions Plumbing. We walked the Summerland Beach Café property. Ernesto explained his proposed plan, which involves saw cutting trenches 18 inches from the block wall adjacent to your property, removing the shed, abandoning the cleanout near the shed, excavating under the fence, and removing about 8 inches of the brick perimeter on the rear patio. Roto Solutions intends to abandon the cleanout in the patio and run the new line along the Summerland Beach Café property line until reaching the city sewer connection. Ernesto assured us that the patio landscaping would not be affected, and he plans to rejuvenate the line at the city connection. However, it was unclear how he plans to connect to the city sewer, as he mentioned "rejuvenating" rather than replacing the pipe, potentially indicating a trenchless method in that area. There has been no mention or plan addressing repairs for the damage being done to our property for your sewer replacement. Both Goodland and Mark Odney emphasized that the Yucca trees would need to be removed to install new lines to the city sewer connection and a trenchless system would not be successful in this area of the line.

Before any work begins, the following items are required:

1. **Scope of Work:** Maria and Ryszard Stawiecki must provide Coastal River Terrace, LLC/Summerland Beach Café with a detailed written explanation of the scope of work, including who will perform it and the proposed days and times for the work.
2. **Restoration Agreement:** Coastal River Terrace, LLC/Summerland Beach Café and the Stawiecki family must enter into a written and fully executed agreement, stipulating that the Stawiecki family will cover the costs of restoring 2294 Lillie Avenue to its existing condition. The agreement must explicitly state that the Stawiecki family is financially responsible for returning the property to its prior condition, including but not limited to repairs or restoration of brick, vapor barriers, concrete, trenches, landscaping, irrigation systems, dirt excavation, and trash removal.
A deposit will be required prior to the commencement of work to cover known damages as outlined in the approved bid. However, should additional damage occur beyond the anticipated scope, the Stawiecki family agrees to tender payment for those repairs within seven (7) days of written notification. Additionally, the Stawiecki family will be responsible for any loss of business incurred by the tenants if the project exceeds the estimated three-week completion time. A professional bid should be obtained to assess and itemize all necessary restoration work, including the replacement of any lost trees, landscaping, irrigation systems, brick borders, concrete damage, trenches, or compromise of any foundation or footing. The Stawiecki family will provide upfront payment to Coastal River Terrace, LLC based on the estimated costs, and Coastal River Terrace, LLC will hire its own contractors to complete the restoration work.
3. **Work Schedule & Impact on Summerland Café Operations:** A detailed explanation of the planned work schedule must be provided and approved by Summerland Beach Café. The Contractor must be considerate of Summerland Beach Café operations, particularly regarding noise, access, screening working area, containment of trash/dirt piles during hand digging, management of contractor's vehicle access, equipment storage and possible parking issues. Coordination with tenants to minimize disruptions is essential. An example is not Jack hammering during business hours, muddy contractors walking through the restaurant, or dirt piles in eating areas. All work must comply with OSHA and local regulations, including health and safety codes, and ensure that the site is secured to prevent unauthorized access or hazards for customers and restaurant owner's staff.
4. **Insurance & Contracts:** Coastal River Terrace, LLC and Summerland Beach Café require copies of all contracts and bonds, and must be named as an additional insured on your homeowners/general liability insurance and contractors' insurance policy. A copy of the contractor's worker's compensation coverage is also required.

5. **Yucca Tree Removal:** Coastal River Terrace, LLC and Summerland Beach Café have informed the owners of Godmother's that the Yucca trees may potentially be removed. Maria and Ryszard Stawiecki must provide Coastal River Terrace, LLC written and signed permission, by all parties, including the owners of Godmothers, to remove the yucca trees. If the trees are removed, replacement plants, irrigation systems, and/or hardscaping must be planned and agreed upon in writing before removal.

6. **Permits:** Copies of all necessary permits must be provided to Coastal River Terrace, LLC and Summerland Beach Café before any work begins. Finally, Coastal River Terrace, LLC and Summerland Beach Café are in the process of filing a Notice of Non-Responsibility with the county. This step is crucial to protect our property and ensure that we are not held financially responsibility and liable for the installation or any potential liens related to work performed by third parties for the benefit of your property.

We are committed to working efficiently and cooperatively with you and are open to discussing any questions or concerns you may have. As you know most of the above is common practice and expected in situations such as we have. Our objective is to: 1) Get your sewer repaired and back to working order as quickly as possible. 2) Ensure that the legal and financial responsibilities for this project are clearly assigned. 3) and that all parties are aware of their obligations and expectations moving forward.

All the Very Best,



Elena Radosavcev, Property Manager
Coastal River Terrace, LLC

CC: Summerland Beach Café, Jesse and Pancho
CC: Summerland Sanitary District, David Lewis
CC: Pool & Shaffrey, Hunt Braly, Esq.

Mar Souza

From: Mar Souza
Sent: Wednesday, September 25, 2024 2:33 PM
To: 'John.stawiecki@gmail.com'
Cc: David Lewis; 'elenaradosa@gmail.com'
Subject: RE: 121 Hollister Sewerline Repairs // 2294 Lillie Ave- Summerland Beach Cafe

Good afternoon,

The District received a copy of a letter dated September 19, 2024, from the 2294 Lillie Ave Property Management Representative Ms. Elena Radosavcev.

The Summerland Sanitary District has requested previously by letter dated August 19, 2024, text, and verbal communication to you, Mr. and Mrs. Stawiecki, that you are required to repair their faulty sewer lateral, or connect with a new sewer lateral, before September 13th. As of today, the sewer lateral repair/ installation of a new lateral has not been completed.

However, District Management understands that much of the legwork has been done. Ms. Elena Radosavcev communicated on September 19th a clear path forward to you which will help to achieve your sewer lateral repair.

The property owners have requested you to comply with six reasonable items to ensure that their property will be protected and that you have a chance to connect/repair your sewer lateral that runs through their property. This has been a very generous approach.

We foresee that you might need an additional five weeks to comply with the requirements and to finish the repair of your faulty sewer lateral. If the repair has not been completed by the extension deadline of October 31st then the District will consider taking corrective action under Ordinance 14.

Kind regards,



Marjon (Mar) Souza
Administrative Manager

Phone: 805-969-4344
Mobile: 805-637-7313

www.summerlandsd.org

From: David Lewis <dlewis@summerlandsd.org>
Sent: Thursday, September 19, 2024 2:43 PM
To: Mar Souza <msouza@summerlandsd.org>
Subject: FW: 121 Hollister Sewerline Repairs // 2294 Lillie Ave- Summerland Beach Cafe

From: Elena Radosavcev <elenaradosa@gmail.com>
Sent: Thursday, September 19, 2024 1:55 PM
To: John Stawiecki <john.stawiecki@gmail.com>
Cc: Pancho Lopez <panch03@live.com>; Jesse Jimenez <jimenezjesse55@yahoo.com>; David Lewis



November 8, 2024

Board of Directors

President:
Jim Witmer

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Secretary:
Jolene Colomy

Director:
John Franklin

Director:
Martin Tucker

Hand Delivered, Certified, and Regular Mail
Mr. and Ms. Stawiecki
P.O. Box 120, 121 Hollister Street
Summerland, CA 93067

Re: Second Notice of Violation for Immediately Repair Sewer Lateral at APN 005-175-009, or to install a new property sewer lateral to connect to the District's Main Sewer line on Hollister Street

Dear Mr. and Ms. Stawiecki:

The Summerland Sanitary District (District) has sent you a notice to immediately repair on August 19, 2024. At that time you were directed to hire a certified plumbing contractor to repair your lateral immediately and have the work completed by no later than August 30, 2024. Or, to hire a certified plumbing contractor to install a new property sewer lateral to the connection point of the main sewer on Hollister Street by September 13th.

The District informed you that if you did not comply with this noticed directive, among its many remedies and options for enforcing its ordinances, the District shall take corrective action under Ordinance 14 to inspect and repair your lateral and charge you for all related costs, including attorney fees and inspection fees and related costs.

On September 19, 2024, the District was cc-ed on a letter sent to you, from the 2294 Lillie Avenue property Management Representative, Ms. Elena Radosavcez (see attachment 1). Ms. Elena Radosavcez explained a clear path forward for you to achieve your faulty sewer lateral repair, which is partially located on the 2294 Lillie Avenue property. District management understood that you needed additional time to agree and submit the required documents to Ms. Radosavcez. The District sent you an email on September 25, 2024, and extended the Notice of Violation compliance deadline until October 31st (see attachment 2).

Unfortunately, you did not achieve an agreement with the property owners of 2294 Lillie Avenue as outlined in the September 19, 2024 letter.

District staff, Mr. David Lewis, and the undersigned met at your property with you and a certified plumber at your property, on November 6, 2024, since you are still out of compliance. District staff took action to obtain a proposal and estimate from a

reputable certified plumber to connect your property sewer lateral to the District's sewer mainline on Hollister Street. To be able to achieve this your new property sewer lateral needs to be located under the concrete at the end of the 2294 Lillie Avenue property (alongside the retaining wall).

As soon as we receive the estimate from our certified plumber or any other certified plumber company of your choice, we will reach out to the 2294 Lillie Avenue property owners' management representative and will do our utmost best to facilitate the process of installment of a new sewer lateral for your property.

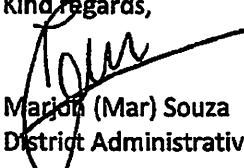
If you do not agree with the property owner's foreseen reasonable requirements by December 15, 2024, then the District will take corrective actions as outlined in Ordinance No. 13 and Ordinance No. 14 and could install the sewer lateral line. The cost of this corrective action shall be paid by you and the total cost will be placed on your property tax bill. I'm including a copy of Ordinance 13 and 14 and specifically want to direct you to Ordinance No. 13, 2.10, 3.1 and 4.10, and Ordinance 14, 1.5 (c), 1.5 (9)(2&3) and 1.8.

You must understand that the District has been giving you a lot of time, since August 15, 2024, to repair your faulty sewer lateral, or construct a new sewer lateral and connect to the District's main sewer, and also given you much time to agree with the 2294 Lillie Avenue property owners reasonable requirements. We are still here to help and give you an extra above-and-beyond timeline of December 15, 2024, to resolve the violation.

You can contact Mr. Lewis at 805-770-0267 or via email at dlewis@summerlandisd.org.

Thank you for your cooperation.

Kind regards,


Marion (Mar) Souza
District Administrative Manager.

cc: Mr. David Lewis, Operations Manager
Ms. Janet McGinnis, Attorney at Law
Ms. Elena Radosavcev, Property Manager 2294 Lillie Ave
John.stawiecki@gmail.com

Attachment 1: Letter of Coastal River Terrace, September 19, 2024

Attachment 2: Copy of email sent September 25, 2024

Attachment 3: Resolution No. 13

Attachment 4: Resolution No. 14

Law Office of
Janet K. McGinnis

January 3, 2025
Via Electronic Transmission Only

john.stawiecki@gmail.com
Rstawiecki120@gmail.com
Elenaradosa@gmail.com
HBraly@pooleshaffery.com

Re: Correction of Violation - Sewer Lateral for 121 Hollister Street

Dear Property Owners:

As Summerland Sanitary District counsel, I have reviewed the e-mail correspondence among yourselves and the District concerning an imminent project to install a new sewer lateral for 121 Hollister Street and to abandon its existing disconnected sewer lateral across 2294 Lillie Avenue.

First, in my opinion, there is no need for another easement, because the recorded utilities easement is sufficient for this project. Ms. Radosavcev transmitted this easement, supporting the inference that it still burdens 2294 Lillie Avenue and benefits 121 Hollister Street.

Her request for a written agreement is reasonable: the parties need a memorandum of understanding (MOU) -- an enforceable written agreement that specifies your terms of agreement concerning the project.

The MOU will advise Santa Barbara County that 2294 Lillie Avenue's owners allow access and it will specify the parties' respective tasks, obligations, and rights. In my opinion, comprehensive, standard, and reasonable terms were stated in Ms. Radosavcev's December 20, 2024 e-mail. This MOU might refer to and mark the easement as exhibit 1, the site plan for the proposed new sewer lateral as exhibit 2, and a scope of work and project conditions specified in an exhibit 3. After all owners sign the MOU, project work may begin.

Mr. and Mrs. Stawiecki may prepare this MOU and take all related steps without my help. However, if requested, I will draft and circulate the document, and after its execution, they will reimburse the District for my associated legal fees.

**The District must receive a copy of a fully signed MOU by no later than January 17th .
This project should be completed by no later than February 28, 2025.**

The owners of 121 Hollister Street have long been on notice that this corrective action is needed and have the duty to timely perform corrective action to avoid the District taking over this project and accomplishing the needed work, billing them for its full cost, including attorney fees.

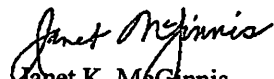
924 Anacapa Street, Suite 1-M
Santa Barbara, CA 93101-2156

805-963-1865 (office)
Janet@McGinnisLawOffice.com

Property Owners
January 3, 2025
Page 2

Thank you for advising if you have questions or if I may assist with the MOU. The District requires and appreciates your timely cooperation.

Very truly yours,


Janet K. McGinnis
Attorney at Law

cc: Ms. Mar Souza
Mr. David Lewis
Mr. Pancho Lopez
Mr. Jesse Jimenez

924 Anacapa Street, Suite 1-M
Santa Barbara, CA 93101-2156

805-963-1865 (office)
Janet@McGinnisLawOffice.com

Law Office of
Janet K. McGinnis

February 25, 2025

Via Electronic Transmission, Hand-Delivery, and United States Postal Service
Rstawiecki120@gmail.com

Mr. and Ms. Ryszard Stawiecki
121 Hollister Street
P.O. Box 120
Summerland, CA 93067

Re: District Intent to Correct Violation - Sewer Lateral for 121 Hollister Street

*Summerland Sanitary District vs. Ryszard and Maria Stawiecki, Does 1-5
SSD Board Closed Session: March 18, 2025*

Dear Mr. and Ms. Stawiecki:

Your continuing refusal to correct a duly noticed sewer lateral violation on your property will be presented to the Summerland Sanitary District Board of Directors in closed session during its regular meeting on Tuesday March 18, 2025, beginning 3:00 p.m..

District management and I will request authority to file an enforcement complaint in Santa Barbara Superior Court against the you and all record owners of 121 Hollister Street.

The District will seek injunctive relief for orders (i) requiring the defendant property owners to take immediate appropriate corrective action, and if this order is not followed by a specific date; (ii) allowing the District to undertake all action that it deems appropriate without future order; and (iii) requiring the defendant property owners to reimburse the District for all its incurred staff fees, inspection and construction costs, attorney fees, and legal costs.

Two updates are of interest to your violation's correction:

- (1) Your cooperative neighbor gave me 2294 Lillie Avenue's 2022 title report, which is enclosed for your information. It reports the 1975 recorded grant of a utility easement on 2294 Lillie Avenue in your property's favor. This easement allowed installation of your property's old sewer lateral line and continues to burden 2294 Lillie Avenue.

As this report shows, there is no need for another easement to construct Good Land's proposal; *see* the November 18, 2024 proposal site plan that changes the route and location on 2294 Lillie, and which proposal the owner has agreed that you may construct.

924 Anacapa Street, Suite 1-M
Santa Barbara, CA 93101-2156

805-963-1865 (office)
Janet@McGinnisLawOffice.com

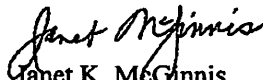
- (2) Also enclosed is a February 13, 2025 proposal from Rooter Solutions, which will undertake this project now. With its proposal, no portion of your new lateral would encroach on 2294 Lillie Avenue; all of your new property sewer lateral would be on your parcel with a connection up to and including a wye to the District's main sewer on Hollister Street. Importantly, Rooter Solutions' work is warranted for twenty years.

This approach requires no excavation under your house; an existing crawl space will be used under the structure; the only disturbed soils will be away from the structure. This proposed routing will simplify construction, maintenance, and access and will eliminate all temporary, potential, and permanent construction and maintenance impacts and expenses incurred for your new property sewer lateral if it is under 2294 Lillie Avenue. Additionally, no agreement is needed with its owner, because your new sewer lateral would be constructed and located only on your property and the county's road.

District management has compared the two proposals and considers this new proposed route to be the preferred installation. The District will seek an order to allow it to construct it without further order, at your expense, if you do not comply with the court's enforcement order to correct your violation without further extension, delay, or excuse.

Your actions between now and March 18th might inform the Board of your changed intention. However, upon your continued failure to undertake your responsibilities, we expect the Board to authorize filing litigation to ask the court to order a compliance schedule and allow recovery of all District costs and fees obtaining your compliance, including my and staff's fees, and all related construction costs.

Very truly yours,


Janet K. McGinnis
Attorney at Law

enclosures

cc: Ms. Mar Souza
Mr. David Lewis
Mr. John Stawiecki
john.stawiecki@gmail.com
Ms. Elena Radosavcev
Elenaradosa@gmail.com
Mr. Hunt C. Braly
HBraly@pooleshaffery.com

Maria & Ryszard Stawiecki

121 Hollister Street
Summerland, CA 93067

4th March 2025

Janet K. McGinnis

924 Anacapa Street, Suit 1-M
Santa Barbara, CA 93101-2156

Summerland Sanitary District

2435 Wallace Ave,
Summerland, CA 93067

Re: *District Intent to Correct Violation - Sewer Lateral for 121 Hollister Street
Summerland Sanitary District vs. Ryszard and Maria Stawiecki, Does 1-5
SSD Board Closed Session: March 18, 2025*

To Whom It May Concern,

In response to the letter sent to our address on February 25th, 2025, regarding our efforts to repair the sewer lateral that has been damaged and in need of replacement. This letter will outline our request for an **Easement by Necessity** and also explain how the route suggested under our home is not a viable option.

Since we were made aware of the sewer lateral's damage running on the site of 2294 Lillie Ave, Summerland CA 93067, we hired Ernesto Garcia with Rooter Solutions to install a brand-new lateral that would run along the existing route of our lateral towards Lillie Ave. Ernesto sent us his plan and went to pull permits to begin the work to install the lateral as soon as possible. However, Ernesto reported back to us that only the Summerland Sanitary District approved the plan and signed off on the permits (see attachment- exhibit A), but the City of Santa Barbara Building and Development Office would not sign-off on Ernesto's plan since **WE DO NOT HAVE AN EASEMENT** on file.

After bringing this to the attention of the Summerland Sanitary District, Sue Mar sent us an example Easement by Necessity which we have reviewed,

amended to suit this particular situation, and sent over to Mrs. Radosavcev to sign. Unfortunately, she refuses to sign even after multiple attempts from us to be reasonable and have given a generous timeline.

Our legal counsel advised us that without an Easement by Necessity on file describing the details of our easement's agreement, it is virtually impossible to guarantee our future sewer lateral can be accessed by our plumber in the cases of regular maintenance and/or 24/7 in emergency situations. It also does not guarantee that the lateral can be built over, tampered with by restaurant staff or the public whether intentionally or accidentally, or that the cleanouts would be kept clear and accessible- all of which we have a record of infractions to the current sewer lateral to date.

These infractions include but are not limited to the following:

1. Trees and shrubs were planted within 3 feet of the sewer lateral which has caused root damage.
2. Railroad ties and makeshift retaining walls were installed over the sewer lateral.
3. In the back patio, what was once loose brickwork was replaced by concrete, rebar, and mortared-in brick over the sewer lateral making repairs more intrusive.
4. In the back patio, jackhammering and digging near the sewer lateral took place several times to repair gas leaks for outdoor heat lamps.
5. The original clean-out caps were removed and replaced without permission.
6. Outdoor dining tables were placed over the sewer lateral which damaged the clean-outs caps when the table legs were shifted around.
7. Clean-outs caps were tampered with and opened by the kitchen staff of the Summerland Beach Cafe who dumped waste materials into the line.
8. New pipework was installed for the restaurant's kitchen resulting in piles of soil and concrete blocking the clean-out and clogged the sewer lateral. Plumbing crews needed to be called to pump out the debris from the lateral and this should be on record with the Summerland Sanitary District since they were called for intervention during the construction and repair during Christmas Time and weekends.

-
9. In Spring 2024, under new ownership, digging was performed around where the sewer lateral runs with piles of dirt once again being placed on the line.

We have already brought this to the attention of the Summerland Sanitary District in our previous response sent on February 7th, 2025 with all these infractions listed against our sewer lateral. Most notably was in the Spring of 2024 in the Summerland Beach Cafe underwent a massive construction project with excavation and tons of soil mounds were put over our line and half of the restaurant's patio was closed down for several weeks. Our sewer lateral has not had any problems until construction was carried out and we implore the district to look into this matter as well.

Therefore we hope the Summerland Sanitary District fully understands just how important it is that we have a legal document in place (Easement by Necessity) so that we can restore our connection and put this matter to rest.

Attached you will find the Easement by Necessity (exhibit B) that would allow us to properly install and maintain the sewer lateral so that there would be no misunderstandings or issues like the ones we face today. We believe since this template was graciously given to us by the Summerland Sanitary District, it is deemed a just and reasonable request and is also necessary for the Building and Development Office to approve permits to begin the installation/repair.

To address the suggestion that the sewer lateral connection be installed under the crawlspace of 121 Hollister Street, Summerland CA 93067 building to circumvent the need for an easement, we have had more than three plumbers assess this route and all have agreed that it was impossible. Specifically, on August 9th, 2024, Goodland Plumbers and David Louis from the Summerland Sanitary District himself examined our home's crawl space and confirmed that this route was not a viable option. Ernesto Garcia, nor anyone else from Rooter Solutions has ever been under the home's crawl space, so we understand that he made this plan without first assessing the situation or ever being onsite under the home to make this plan.

Besides the physical limitations of routing under the building which Mr. Louis may attest to in your counsel meeting, the home is also currently deemed by the County of Santa Barbara as an unconfirmed structure. That means no work may be done under the home according to the codes, laws, and regulations of the County. The only way this could be possible is if the home was demolished and a new lateral was installed thereafter.

Additionally, the sidewalk to access under the house is not the legal three-foot clearance width to allow for work crews or plumbers to access the entry of the crawlspace for the installation of a sewer lateral. If you are concerned with the legitimacy of these findings, we invite the Summerland Sanitary District to confirm with a Building and Development office that this is not a viable option. They may bring a licensed building inspector to assess the crawl space to see if this is possible (at the Summerland Sanitary District's cost) since we have already paid for our permits and have been prepared to pay for the installation for more than seven months now but the only thing preventing the work in an easement on file with the County.

In summary, please ensure that whatever route the Summerland Sanitary District Council deems fit is in-line with the local laws and building codes and accompanies an **EASEMENT BY NECESSITY**. Only by having an easement can we guarantee the lateral can be safely installed, maintained, and prevent damages or tampering with in the future.

Sincerely,

Maria & Ryszard Stawiecki

enclosures

cc: Ms. Mar Souza
Mr. David Lewis
Ms. Elena Radosavcev
Mr. Hunt C. Braly

EASEMENT BY NECESSITY FOR SEWER LATERAL AGREEMENT

This Easement by Necessity for Sewer Lateral Agreement ("Agreement") is made this 5th day of February, 2025, by and between:

1. Grantor (Servient Estate Owner):

Name: [Elena Radosavcev]

Address: [Grantor's Address]

2. Grantee (Dominant Estate Owner):

Name: [Maria Stawiecki & Richard Stawiecki]

Address: [121 Hollister Street, Summerland CA. 93067]

RECITALS

WHEREAS, Grantor is the owner of real property located at [2294 Lillie Ave, Summerland, CA 93067], legally described as [APN 005 175 008];

WHEREAS, Grantee is the owner of real property located at [121 Hollister Street, Summerland CA. 93067], legally described as [APN 005 175 009];

WHEREAS, Grantee's property requires access to a sewer line, and the only practical means of connecting to the public sewer system is through a sewer lateral that crosses the Grantor's property;

WHEREAS, it is essential for the use and enjoyment of Grantee's property to have access to and maintain a sewer lateral across the Grantor's property.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, the parties agree as follows:

1. Grant of Easement

Grantor hereby grants and conveys to Grantee, their heirs, successors, and assigns, a perpetual, irrevocable, and exclusive easement over, under, and across the Grantor's property for the installation, maintenance, repair, replacement, and use of a sewer lateral pipeline, including necessary connections, valves, and related infrastructure (the "Sewer Lateral").

2. Purpose of Easement

The easement is granted for the sole purpose of allowing Grantee to install, operate, maintain, and repair the Sewer Lateral that serves Grantee's property and connects it to the public sewer system.

3. Location and Dimensions of Easement

The easement shall be located along a route to be selected by the Grantee, subject to reasonable approval by the Grantor, and shall be no more than 3 feet in width, running along the

designated path that is necessary for the installation, maintenance, and operation of the Sewer Lateral. (See attached Exhibit A for site plan)

4. Installation and Maintenance

Grantee shall be responsible for the installation, operation, maintenance, repair, and replacement of the Sewer Lateral within the easement area. Grantee shall restore the surface of the Grantor's property to its original condition after any excavation or installation work, including reseeding or replanting.

5. Access to Property

Grantee and their agents, employees, or contractors shall have the right to access Grantor's property at all reasonable times to inspect, install, repair, maintain, or replace the Sewer Lateral, provided that Grantee gives reasonable notice to Grantor prior to accessing the property except in the case of an emergency.

6. Duration

This easement is permanent and runs with the land, binding upon the parties, their heirs, successors, and assigns. This easement shall remain in effect as long as the Sewer Lateral is necessary for the use of Grantee's property, regardless of whether Grantee still owns the property.

7. Indemnification and Liability

Grantee agrees to indemnify and hold Grantor harmless from any claims, damages, or liabilities arising from the installation, maintenance, or use of the Sewer Lateral, except in cases of negligence or intentional misconduct by the Grantor.

8. No Interference

Grantor agrees not to interfere with or obstruct the installation, maintenance, or repair of the Sewer Lateral or any related infrastructure within the easement area. Grantor shall not place permanent structures or obstructions over the easement without the express written consent of Grantee.

9. Dispute Resolution

In the event of a dispute regarding the use of the easement, the parties agree to first attempt to resolve the matter through mediation. If mediation is unsuccessful, the parties may submit the dispute to binding arbitration under the rules of [Arbitration Service].

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements related to the subject matter. Any amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by Necessity for Sewer Lateral Agreement as of the day and year first above written.

Grantor (Servient Estate Owner):

Signature: _____

Name: _____

Date: _____

Grantee (Dominant Estate Owner):

Signature: _____

Name: _____

Date: _____

This form provides a legal framework for granting an easement by necessity specifically for the installation and maintenance of a sewer lateral. The easement ensures that the dominant estate (Grantee) can access the public sewer system via the servient estate (Grantor's property). The form can be adapted according to specific legal requirements and the characteristics of the properties involved.

Site Plan

Site: 121 Hollister Street
 Summerland, CA 93067

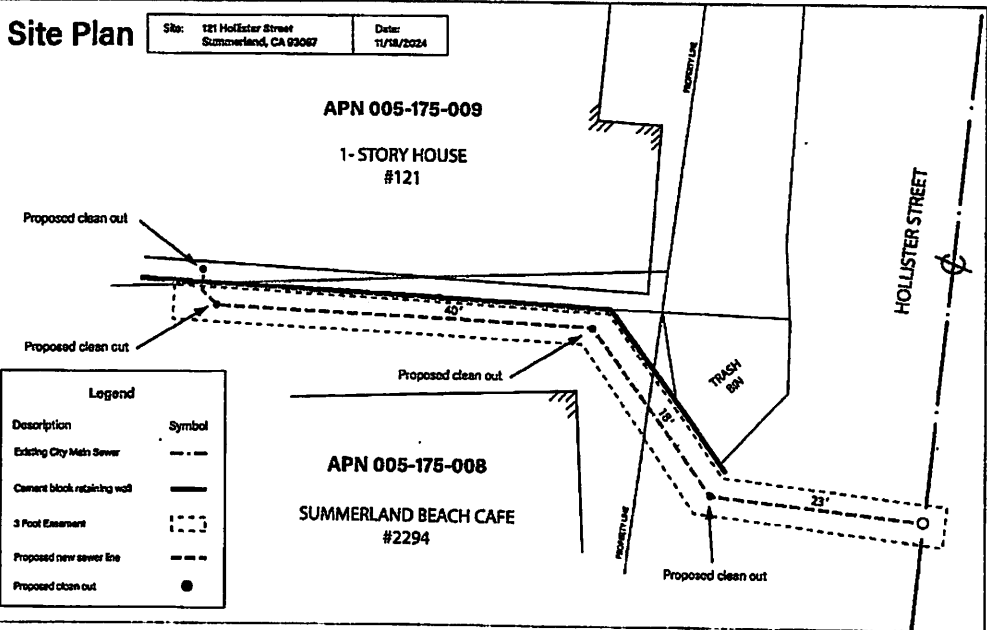
Date:
 11/18/2024

APN 005-175-009

1- STORY HOUSE
 #121

APN 005-175-008

SUMMERLAND BEACH CAFE
 #2294



Legend	
Description	Symbol
Existing City Main Sewer	- - - -
Concrete block retaining wall	————
3 Foot Easement	- - - - -
Proposed new sewer line	————
Proposed clean out	●

Summerland Sanitary District Sewer Lateral or Wye Repair/Replacement Permit

Date: September 6, 2024
 Address: 121 Hollister Street
Summerland, CA 93067
 Assessor's Parcel No: 005-175-009
 Purpose of Permit: Replacement/Repair of Sewer Lateral
 *** (If septic to sewer -- see Note 4 on page 2.) ***
 No. of Dwelling Units on Property: SCD
 Description of work: Replace Sewer Lateral and
Installation of clean out
 Commercial Property: N/A
 Property Owner: Mr. and Ms. Sierkowski
 Address: P.O. Box 120
Summerland, CA 93067
 Phone: _____
 Email: _____
 By: _____
David Lewis Operations Manager

Administrative Fees:
 Sewer Permit Processing Fee \$ 212.00
 Inspection Fee \$ 514.00
TOTAL FEES \$ 766.00

Receipt # 2024096
 Paid by: [Cash] [Check # 1255]
 By: _____
Marjorie Souza, District Administrative Manager

SEWER LATERAL AND WYE INSPECTION OR REPLACEMENT REQUIREMENTS

Summerland Sanitary District has specific requirements for the installation and replacement of the sewer main, lateral, wye's and building sewers. Refer to "Summerland Sanitary District Procedural and Standard Specifications for Construction of Sanitary Sewers" for requirements and construction details. The owner is responsible for replacement and repair of lateral, wye or middle to SDD mainline connection (Ordinance 14). District inspection is required for any installation or repair between the sewer main and the owner's property line clean-out. The County Building Department has inspection jurisdiction within the property.

The following inspections are mandatory to obtain occupancy:

- 1) Verify the serviceable condition of existing wye or lateral.
- 2) Inspection of the connection to the existing wye or lateral
- 3) Trench align, set, road bedding, and installed pipe. (Note: Yellow sand is not District approved material for bedding or pipe tests)
- 4) Final inspection of completed installation with concrete cleanout boxes with metal covers and back-flow prevention devices (if required) set to final grade.

**24-HOUR ADVANCE NOTICE IS REQUIRED
FOR NIGHT INSPECTIONS
(805) 740-4344**

CERTIFICATION **PERMIT IS VALID FOR ONE YEAR**

I hereby certify that I am the owner or the duly authorized agent of the owner, and I agree to comply with all Ordinances, Rules, and Regulations of the Summerland Sanitary District, Santa Barbara County, and all laws of the State of California, as they affect the sewer service to be provided pursuant to this permit.

Failure to complete the work under this permit, following written notice to the Owner, the District will have the right to have the work completed at the owner's expense.

By signing below, I have read and understand the requirements of this permit.

Signed: _____
 Name Printed: Ernesto Garcia
 Company: Roof Solutions
 Phone (805): 820-3108



Summerland Sanitary District
2435 Wallace Ave
Summerland, CA 93067-0417
(805) 969-4344

X
A.

Name
Address
City, State ZIP

**NOTICE OF PUBLIC HEARING REGARDING PROPOSED
ADJUSTMENTS TO SEWER RATES UNDER PROPOSITION 218**

_____ at 3:00 p.m.
at 2400 Lillie Avenue (Church Meeting Hall), Summerland, CA 93067

You are receiving this notice as owner of property receiving sewer service from the Summerland Sanitary District (SSD or District). The District's Board of Directors will hold a public hearing on _____, to hear public input and to consider and potentially approve sewer rate changes for the next five years.

Background

SSD provides sewer (wastewater) collection, treatment, and disposal services to about 480 properties consisting of the following land uses: single-family residential, duplexes, apartments, accessory dwelling units, mobile homes, offices, retail stores, restaurants, schools, and other non-residential land uses. The District relies on rate revenues to fund safe and reliable sewer service. It bills customers annually on the Santa Barbara County property tax roll. Sewer rates were last increased in July 2022.

The District engaged an independent ratemaking consultant to conduct a rate study to estimate revenues, expenses, and capital improvement costs over the next five years and to recommend rates sufficient to cover those costs. In addition, the rate study proposed adjustments to the user classifications and rate formula to ensure equitable rates for all customers. The proposed sewer rates do not exceed the proportional cost of the service attributable to each parcel. The cost of service includes operating costs, debt service payments, capital expenses, and maintaining reasonable reserves.

Proposed Rates and New User Classifications

Because the District relies on the property tax bill, its fees are flat annual amounts for each customer class. These are proportional to the wastewater flow (i.e., volume) and pollutant loading (i.e., the characteristics of wastewater that drive treatment costs like the fats, oils and grease common in restaurant discharges) from properties in that class based on the assignment of equivalent dwelling units (EDUs) – a means to apportion costs as multiples (or fractions) of the cost to serve a single-family home. One EDU is defined as the wastewater flow and pollutant loading of the average single-family home in the District. The assignment of EDUs to each customer represents the relative cost to serve that customer using data available from other sewer service agencies and industry sources.

The EDU calculation formula is:

$$EDU \text{ calculation: } EDU = \frac{Flow}{230 \text{ gpd}} \times \left(68.70\% + \left[17.21\% \times \frac{BOD}{265 \text{ mg/l}} \right] + \left[14.09\% \times \frac{TSS}{275 \text{ mg/l}} \right] \right)$$

BOD – biological oxygen demand expressed in milligrams per liter

mg/l – milligrams per liter

TSS – total suspended solids expressed in milligrams per liter

gpd – gallons per day

Tables 1 and 2 below identify the current and proposed sewer rates for residential and non-residential customers, respectively. If adopted, the rates will be implemented July 1 of each year from 2025 through 2029. Some customers are proposed to receive increases and others are proposed to receive decreases to reflect industry-standard estimates of wastewater volume and pollutant loading. Some new, non-residential customer classes are proposed to better reflect these customers' sewer flows. To mitigate rate impacts, customers to receive increases are proposed to have their rates phased-in over the next five years, using District reserves to fund the reductions from immediate recovery of the total cost of service. Customers proposed to receive decreases will receive them immediately.

Currently, all housing types (single-family residential, duplexes, apartments, accessory dwelling units, mobile homes) are charged the same amount per dwelling unit. It is proposed that the residential class be subdivided to better reflect sewer flows, reflecting that smaller units house fewer people and therefore generate less sewage.

Table 1: Current & Proposed Annual Residential Sewer Rates

Residential User Classification	Current Rate	PROPOSED				
		July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028	July 1, 2029
Single Family Dwelling, including Condos, Duplex Units and Townhomes	\$1,219	\$1,351	\$1,424	\$1,502	\$1,582	\$1,668
Apartments (per dwelling)						
Studio	\$1,219	\$719	\$746	\$774	\$804	\$834
1 Bedroom	\$1,219	\$719	\$746	\$774	\$804	\$834
2 Bedroom	\$1,219	\$1,006	\$1,044	\$1,084	\$1,125	\$1,168
3 Bedroom	\$1,219	\$1,150	\$1,193	\$1,238	\$1,286	\$1,334
Accessory Dwelling Unit (ADU)	\$1,219	\$719	\$746	\$774	\$804	\$834
Mobile home park (per mobile home unit)	\$1,219	\$1,006	\$1,044	\$1,084	\$1,125	\$1,168

Table 2: Current & Proposed Annual Non-Residential Sewer Rates

Non-residential User Classification	Billing Unit	Current Rate	PROPOSED				
			July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028	July 1, 2029
Barber & Beauty shop	up to 3 operators	\$2,255	\$1,006	\$1,044	\$1,084	\$1,125	\$1,168
Bed and Breakfast	per 10 rooms	\$3,657	\$4,816	\$5,579	\$6,463	\$7,487	\$8,674
Coffee Shop	each w/o food service	\$1,219	\$1,351	\$1,424	\$1,501	\$1,582	\$1,668
NEW Coffee Shop w/grease trap	per 3 checkout lanes	NA	\$4,311	\$4,473	\$4,644	\$4,821	\$5,004
NEW Gas Station/Food Market	per 1,000 ft ²	NA	\$2,587	\$2,684	\$2,786	\$2,893	\$3,002
Elementary School	per 40 students	\$1,219	\$1,566	\$1,790	\$2,045	\$2,336	\$2,669
Fire station	each	\$2,438	\$2,702	\$2,848	\$3,002	\$3,165	\$3,336
Food Market	less than 5,000 ft ²	\$2,828	\$2,587	\$2,684	\$2,786	\$2,893	\$3,002
Food market w/food service & kitchen	per 1,000 ft ²	\$8,655	\$7,329	\$7,604	\$7,895	\$8,196	\$8,507
Health Club	each	\$2,438	\$1,581	\$1,640	\$1,703	\$1,768	\$1,835
Meeting Hall/Assembly	each	\$1,950	\$1,150	\$1,193	\$1,238	\$1,286	\$1,334
Offices	per 10 employees	\$1,219	\$1,150	\$1,193	\$1,238	\$1,286	\$1,334
Offices- Medical/Dental	per 10 employees	\$2,840	\$2,874	\$2,982	\$3,096	\$3,214	\$3,336
Park w/Restrooms + Residence	each	\$2,438	\$2,702	\$2,848	\$3,002	\$3,165	\$3,336
NEW Pet shop w/live animals	per 1,000 ft ²	NA	\$575	\$596	\$619	\$643	\$667
Restaurant	per 1,000 ft ²	\$8,411	\$8,478	\$8,797	\$9,133	\$9,481	\$9,841
Retail	per 1,000 ft ²	\$1,219	\$287	\$298	\$310	\$321	\$334
NEW Self Storage	per 1,000 ft ²	NA	\$144	\$149	\$155	\$161	\$167
Special Class							
Innovation Place UC Campus	each	\$43,884	\$53,564	\$59,471	\$66,030	\$73,313	\$81,398
Pacifica Institute	each	\$17,066	\$18,957	\$20,007	\$21,115	\$22,284	\$23,519

“NEW” designates a proposed new rate category.

How to Participate

The proposed rate increases are governed by section 6 of Article XIII D of the California Constitution (Proposition 218), Government Code sections 53751 et seq. and 53759 et seq., and related laws. Property owners subject to the proposed rates and other interested members of the public may participate in this ratemaking in a variety of ways. More information and the Cost-of-Service Study Report are on the District’s website at www.summerlandsd.org or you can call (805) 969-4344. Second, the District will hold a public hearing on _____, to receive public comment, including any written

protests to the proposed rates. Any property owner or other ratepayer (like a tenant obliged by a lease to pay the fee) may submit one written protest per parcel. Immediately following the close of the public hearing on _____, protests will be counted. If valid protest are submitted for a majority of the parcels subject to the proposed rate increases, the Board will not adopt the rates.

How do I file a protest or participate in the public hearing?

Proposition 218 provides that “Property Related Fees” such as these proposed rates are subject to a “majority protest” process. Any property owner or other ratepayer may submit a written protest of proposed rates; provided, however, that only one protest will be counted per property. If protests are filed on behalf of a majority of the properties subject to the rates, the District cannot adopt the proposed rates.

Every written protest MUST include ALL of the following to be counted:

1. A statement that it is a protest against the proposed sewer rates;
2. Name of the property owner or other customer who is submitting the protest;
3. Identification of the assessor’s parcel number or street address (service address) of the property for which the protest is made; and
4. An original signature of the record owner or other customer who is submitting the protest.

Written protests may be submitted by:

1. Mail to: Prop 218 Protest, PO Box 417, Summerland, CA 93067; or
2. In-person delivery during District business hours at 2435 Wallace Ave, Summerland, CA 93067; or
3. At the Public Hearing, before the end of the Public Hearing.

Regardless of how the written protest is submitted, it must be received by the District before the end of the public hearing to be held on _____, beginning at 3:00 p.m. at 2400 Lillie Avenue (Church Meeting Hall), Summerland, CA 93067. (Postmark dates will not be accepted.) To ensure protests are genuine, they will not be accepted by e-mail or other electronic means. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the District, that the enclosed protest is for the Public Hearing on the Proposed Sewer Rate Increases. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest, but the Board welcomes that input.

At the end of the public hearing, protests will be counted in public view. If protests are not submitted as to a majority of the properties subject to the fees, the Board may adopt the proposed rates. The first rate change, if approved, will take effect on or after July 1, 2025.

Pursuant to California Government Code 53759, a 120-day statute of limitations applies to any legal challenge to a new, increased, or extended fee. All written objections must be submitted before the end of the public hearing as stated above and a failure to timely object in writing bars any right to challenge that fee or assessment through a legal proceeding.

Financial Status

As of February 28, 2025

As of: 2/28/2025 (66% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	2/28/2025 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
Revenues				
Taxes				
3010 -- Property Tax-Current Secured	350,012.00	205,858.52	-144,153.48	58.81 %
3011 -- Property Tax-Unitary	4,299.00	2,464.09	-1,834.91	57.32 %
3015 -- PT PY Corr/Escapes Secured	0.00	471.13	471.13	--
3020 -- Property Tax-Current Unsecd	12,950.00	13,040.05	90.05	100.70 %
3023 -- PT PY Corr/Escapes Unsecured	0.00	327.80	327.80	--
3040 -- Property Tax-Prior Secured	0.00	35.25	35.25	--
3050 -- Property Tax-Prior Unsecured	0.00	224.27	224.27	--
3054 -- Supplemental Pty Tax-Current	4,275.00	3,036.15	-1,238.85	71.02 %
3056 -- Supplemental Pty Tax-Prior	0.00	35.19	35.19	--
Taxes	371,536.00	225,492.45	-146,043.55	60.69 %
Fines, Forfeitures, and Penalties				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	39.58	39.58	--
Fines, Forfeitures, and Penalties	0.00	39.58	39.58	--
Use of Money and Property				
3380 -- Interest Income	11,000.00	8,865.29	-2,134.71	80.59 %
Use of Money and Property	11,000.00	8,865.29	-2,134.71	80.59 %
Intergovernmental Revenue-State				
4220 -- Homeowners Property Tax Relief	1,181.00	612.87	-568.13	51.89 %
Intergovernmental Revenue-State	1,181.00	612.87	-568.13	51.89 %
Charges for Services				
5091 -- Planning & Engrng-Plan Ck Fes	2,100.00	1,572.00	-528.00	74.86 %
5430 -- Sanitation Services	1,067,017.00	590,543.00	-476,474.00	55.35 %
5433 -- Inspection Fees	2,500.00	3,984.00	1,484.00	159.36 %
5746 -- Administrative Revenue	3,700.00	2,880.00	-820.00	77.84 %

Financial Status

As of: 2/28/2025 (66% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	2/28/2025 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
Charges for Services	1,075,317.00	598,979.00	-476,338.00	55.70 %
Revenues	1,459,034.00	833,989.19	-625,044.81	57.16 %
Expenditures				
Salaries and Employee Benefits				
6100 -- Regular Salaries	451,481.00	292,167.03	159,313.97	64.71 %
6270 -- Stand-by Pay	22,000.00	17,183.58	4,816.42	78.11 %
6300 -- Overtime	7,500.00	4,026.26	3,473.74	53.68 %
6400 -- Retirement Contribution	129,301.00	83,481.91	45,819.09	64.56 %
6475 -- Retiree Medical OPEB	9,000.00	5,046.13	3,953.87	56.07 %
6500 -- FICA Contribution	36,285.00	24,559.21	11,725.79	67.68 %
6600 -- Health Insurance Contrib	79,157.00	59,529.57	19,627.43	75.20 %
6900 -- Workers Compensation	17,101.00	18,194.37	-1,093.37	106.39 %
Salaries and Employee Benefits	751,825.00	504,188.06	247,636.94	67.06 %
Services and Supplies				
7030 -- Clothing and Personal	3,860.00	3,182.17	677.83	82.44 %
7053 -- Telephone Service Local	10,271.00	6,601.07	3,669.93	64.27 %
7070 -- Household Supplies	1,300.00	920.47	379.53	70.81 %
7090 -- Insurance	67,000.00	64,977.58	2,022.42	96.98 %
7110 -- Directors Fees	22,050.00	11,492.50	10,557.50	52.12 %
7121 -- Operating Supplies	43,626.00	34,273.09	9,352.91	78.56 %
7324 -- Audit and Accounting Fees	29,000.00	27,819.00	1,181.00	95.93 %
7362 -- Building Maintenance	10,500.00	5,795.73	4,704.27	55.20 %
7363 -- Equipment Maintenance	16,375.00	14,451.48	1,923.52	88.25 %
7404 -- Public Health Lab Serv	27,425.00	20,728.00	6,697.00	75.58 %
7430 -- Memberships	8,660.00	7,663.00	997.00	88.49 %
7450 -- Office Expense	3,300.00	2,835.70	464.30	85.93 %
7454 -- Books & Subscriptions	460.00	333.90	126.10	72.59 %

Financial Status

As of: 2/28/2025 (66% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 5215 -- SummerInd San Dist Running Exp

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	2/28/2025 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
7459 -- IT Professional Services	4,000.00	1,511.23	2,488.77	37.78 %
7460 -- Professional & Special Service	59,572.00	25,060.73	34,511.27	42.07 %
7508 -- Legal Fees	35,000.00	10,357.70	24,642.30	29.59 %
7510 -- Contractual Services	9,825.00	4,133.34	5,691.66	42.07 %
7516 -- Permitting Services	12,403.00	10,197.65	2,205.35	82.22 %
7530 -- Publications & Legal Notices	600.00	493.00	107.00	82.17 %
7546 -- Administrative Expense	3,200.00	0.00	3,200.00	0.00 %
7630 -- Small Tools & Instruments	500.00	457.83	42.17	91.57 %
7653 -- Training Fees & Supplies	4,850.00	3,690.99	1,159.01	76.10 %
7671 -- Special Projects	7,220.00	7,220.00	0.00	100.00 %
7730 -- Transportation and Travel	750.00	844.71	-94.71	112.63 %
7731 -- Gasoline-Oil-Fuel	3,500.00	2,800.93	699.07	80.03 %
7761 -- Electricity	68,440.00	36,537.90	31,902.10	53.39 %
7763 -- Water	2,720.00	1,687.84	1,032.16	62.05 %
7764 -- Refuse	4,525.00	3,058.38	1,466.62	67.59 %
Services and Supplies	460,932.00	309,125.92	151,806.08	67.07 %
Expenditures	1,212,757.00	813,313.98	399,443.02	67.06 %
Other Financing Sources & Uses				
Other Financing Uses				
7901 -- Oper Trf (Out)	0.00	2,052.73	-2,052.73	--
Other Financing Uses	0.00	2,052.73	-2,052.73	--
Other Financing Sources & Uses	0.00	-2,052.73	-2,052.73	--
SummerInd San Dist Running Exp	246,277.00	18,622.48	-227,654.52	7.56 %

Balance: revenues minus expenses

Financial Status

As of: 2/28/2025 (66% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 5216 -- Summerland San Cap Facilities

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	2/28/2025 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 -- Interest Income	4,000.00	3,713.86	-286.14	92.85 %
Use of Money and Property	4,000.00	3,713.86	-286.14	92.85 %
Charges for Services				
5432 -- Connection Fees	12,385.00	14,460.00	2,075.00	116.75 %
Charges for Services	12,385.00	14,460.00	2,075.00	116.75 %
Revenues	16,385.00	18,173.86	1,788.86	110.92 %
Summerland San Cap Facilities	16,385.00	18,173.86	1,788.86	110.92 %

Financial Status

As of: 2/28/2025 (66% Elapsed)
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

Fund 5217 -- SummerInd San Dist-Capital Rep

Line Item Account	6/30/2025 Fiscal Year Adjusted Budget	2/28/2025 Year-To-Date Actual	6/30/2025 Fiscal Year Variance	6/30/2025 Fiscal Year Pct of Budget
Revenues				
Use of Money and Property				
3380 -- Interest Income	25,000.00	25,591.75	591.75	102.37 %
Use of Money and Property	25,000.00	25,591.75	591.75	102.37 %
Revenues	25,000.00	25,591.75	591.75	102.37 %
Expenditures				
Services and Supplies				
7671 -- Special Projects	58,915.00	0.00	58,915.00	0.00 %
Services and Supplies	58,915.00	0.00	58,915.00	0.00 %
Capital Assets				
8200 -- Structures&Struct Improvements	15,000.00	0.00	15,000.00	0.00 %
8300 -- Equipment	20,000.00	17,037.45	2,962.55	85.19 %
8400 -- Infrastructure	45,000.00	4,164.00	40,836.00	9.25 %
Capital Assets	80,000.00	21,201.45	58,798.55	26.50 %
Expenditures	138,915.00	21,201.45	117,713.55	15.26 %
Other Financing Sources & Uses				
Other Financing Sources				
5910 -- Oper Trf (In)-General Fund	0.00	2,052.73	2,052.73	--
Other Financing Sources	0.00	2,052.73	2,052.73	--
Other Financing Sources & Uses	0.00	2,052.73	2,052.73	--
SummerInd San Dist-Capital Rep	-113,915.00	6,443.03*	120,358.03	-5.66 %
Net Financial Impact	148,747.00	43,239.37	-105,507.63	29.07 %

*Rev minus Exp.

Cash Balances

As of February 28, 2025

As of: 2/28/2025
Accounting Period: CLOSED

Selection Criteria: Fund = 5215,5216, 5217

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund	2/1/2025 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	2/28/2025 Ending Balance
5215 -- SummerInd San Dist Running Exp	953,993.57	2,612.00	0.00	0.00	92,893.10	863,712.47
5216 -- Summerland San Cap Facilities	252,604.93	0.00	0.00	0.00	0.00	252,604.93
5217 -- SummerInd San Dist-Capital Rep	1,707,077.61	0.00	0.00	0.00	7,084.38	1,699,993.23
Total Report	2,913,676.11	2,612.00	0.00	0.00	99,977.48	2,816,310.63

SUMMERLAND SANITARY DISTRICT

Regular Board of Directors Meeting March 18, 2025

Operations Manager Report

OPERATIONS AND FACILITY MAINTENANCE:

1. Staff completed weekly ground maintenance and landscape work including mowing, weed whacking, blowing, edging, and raking.
2. Beltpress was operated on 2/27 and 3/11/2025.
3. Recruitment for a new Operator in Training process completed. Justin Rogers was hired and started on 3/3/2025. Welcome to Justin.
4. Preparations for forecasted rain were performed in the plant.
5. Staff inspected and photographed the storm drain on 3/4/2025, confirming that flow restrictions are upstream of the district's property.
6. A site visit on 3/11/2025 with ESA and Campbell Geo for Coastal Hazard Monitoring plan data collection. The district property and surrounding area were GIS surveyed including the beach, bluff, and Lift Station #1. Drone aerial photography was also performed.

COLLECTION SYSTEM / LIFT STATIONS:

1. Staff made periodic rounds of the collection system to check for any problems, primarily checking the hotspot manholes to ensure proper flow.
2. Each of the three lift stations was checked and tested daily.
3. Site inspection at the Godmothers Café of a new grease trap. The installation was approved.
4. All restaurant grease traps in the district were inspected on 2/26/2025.
5. An SCE power outage occurred on 3/10/2025 affecting lift stations #2 and #3 as well as the treatment plant. The emergency generators ran for 30 minutes and were transferred back when utility power returned.
6. The property owners of 370 Ortega Ridge Road are interested in the feasibility of a sewer extension. Made a site visit on 2/20 followed by a meeting at the SSD office on 2/25/2025.

REGULATORY COMPLIANCE:

1. Daily meter readings and sample collection are being performed by staff for regulatory compliance and process control.
2. The Monthly Discharge Monitoring Report for January was submitted to CWIQS on 2/20/2025. The "No Spill Report" for January was submitted as well.
3. The annual report to the Air Pollution Control District (APCD) for the emergency generators was submitted on 2/18/2025
4. The effluent Oil and Grease annual report was submitted to CWIQS.
5. The Annual Air Resource Board Report for the John Deere backhoe was submitted on 2/20/2025
6. The annual Collections System report was submitted to CWIQS on 2/25/2025.

SUMMERLAND SANITARY DISTRICT

Regular Board of Directors Meeting March 18, 2025

District Administrative Manager Report

The District received building plans and requests for will-serve letters from the following properties:

2280 Lillie Ave- Permit and Inspection Fee for Grease Trap Installation

2557 Whitney Ave- Inspection Fee (Connection to District Sewer)

2519 Emerson Street – Permit and Admin Fees for Remodel/Addition

Administrative and financial items completed outside the regular scope of work:

1. Completed the onboarding process for J. Rogers
2. Town hall meeting:
Posted the Sewer Rate Cost of Service Study and Townhall meeting information on the District's website and sent out a Press Release to Coastal View and Summerland Citizen Association. Prepared PP presentation. Met with Summerland Church Assembly Hall Administrator Mr. Peter Bie to set up the room and tested video and sound equipment. Borrowed MSD's meeting Owl (thank you MSD).
3. Reserved the Assembly hall for Thursday, June 12, 2025, at 3:00 p.m
4. Participated in drafting the Prop. 218 Notice with Rate and Legal Consultant. The draft has been completed and included in the BM packet.
5. Reached out to PICA and participated in an online meeting with Steve Weeks (PICA) and David Lewis to receive information about the Seesnake which is an assessment tool to measure wall thickness and internal pipeline condition. Discovery information will be shared with the Strategic Committee members.
6. Received an estimate to update the Personnel Handbook (\$3,200) from Bree Cortes, Esq. from LightGabler Law.
7. Met with Darrel Becker, together with SSD staff, re 370 Ortega Ridge Road. This parcel is within the District's boundary, and it will require a mainline extension to be served. Provided information and an explanation of the administrative process for a sewer line extension project.
8. Attended the "Workday Financial System Roll-Out for the Department Training Coordinators" online meeting. Workday will replace the current financial information system and is expected to go live on August 1st. The County of SB does not have any training budget, so self-study and watching YouTube instruction videos will be required in the upcoming months.
9. All Board members completed Form 700 filing. Thank you!
10. Attended the "Exploring Financial Strategies: Funding Options for Special Districts" Webinar on February 18, 2025.
11. Worked and met with legal counsel on collecting and exchanging info on 121 Hollister St.
12. Set up a Joint Strategic Committee meeting for March 19th at the Montecito Sanitary District.
13. Attended SAMA Meeting at Montecito Sanitary District on March 12, 2025.
14. Contacted the County of Santa Barbara and acquired the "unsecured" property tax roll 2024 addresses. I'm in the process of updating the customer database with this information.

Scheduled Days Off:

Wednesday, March 19th through Wednesday, March 26th.

COASTAL RIVER TERRACE, LLC

31826 Village Center Road #C, Westlake Village, CA 91361
818-991-6629 x. 10, Fax: 818-991-0450
elenaradosa@gmail.com

Received
by email
03-17-2025

Via Certified Mail and Email to
msouza@summerlandsd.org
janet@mcginnislawoffice.com
jolenemcolomy@gmail.com
jfrankl2@cox.net
triciatprice@gmail.com
grobinsn122@gmail.com
jimwitmer@cox.net

Summerland Sanitation District
Attn: Board of Directors
2435 Wallace Avenue
Summerland , CA 93067-0417

Law Office of Janet K. McGinnis
924 Anacapa Street, Suite 1-M
Santa Barbara, CA 93101-2156

Re: 121 Hollister Ave, Summerland Sewer Lateral Replacement

Dear Board Members,

We are the owners of the property located at 2294 Lillie Ave, which has a single-user tenant operating Summerland Beach Cafe. Our property is situated directly in front of the Stawiecki family's property at 121 Hollister Avenue.

As you know, in August 2024, the Stawiecki family's sewer failed, causing an overflow of sewage onto the restaurant's back patio where patrons dine. This raised a public health concern, further damaged our tenant's business operations, and placed a financial burden on them to remediate the cleanup. We appreciate the Sanitation District's immediate response in closing this connection and their cooperation to date. We understand the sewer line has failed and that a new sewer is required.

As the owners of 2294 Lillie Avenue, we responded immediately and have made numerous good-faith efforts to assist the Stawiecki family in moving forward with the necessary sewer line replacement. We have gone to great lengths and absorbed unnecessary costs to show our cooperation.

To date, we have made several onsite visits to meet with the restaurant owners, the Stawiecki family, civil engineers (at our cost), and plumbers (at our cost) to assess a plan of action and scope of work for the new sewer replacement.

We hired a licensed plumber, Mark Odney, to inspect the sewer line. He confirmed that the sewer had not been maintained and that the pipes were corroded, consistent with the findings of the sanitation district's previous plumbers. Mr. Odney recommended a full replacement of the failing sewer lateral with a new 4" ABS line, as outlined in his attached report.

In an effort to assist the Stawiecki family, we hired Fidelity National Title to conduct a title search. Per the preliminary title report, we informed the Stawiecki family of a valid and recorded blanket sewer easement on our property for their sewer lateral at 121 Hollister Avenue (see attached documentation). This easement grants the Stawiecki family the right to maintain and repair their sewer line. Since we have been property owners, we have never denied them access to their cleanout for maintenance, nor have they ever requested permission to access our property for maintenance reasons.

We are also submitting our communications for your consideration. A letter dated September 19, 2024 (attached) was sent via email and certified mail to the Stawiecki family, outlining next steps and our reasonable conditions as property owners to limit our liability and minimize business disruptions for our tenant. No response or meaningful progress has been made.

Despite our good-faith efforts, cooperation and clear documentation on next steps, the Stawiecki family continues to refuse to acknowledge the validity of the blanket easement and insists on recording an Easement by Necessity (typically reserved for landlocked properties). This demand is entirely unnecessary and would impose an additional burden on us as the owners of 2294 Lillie Avenue. Their refusal to recognize the existing, legally recorded easement has created an impasse, delayed necessary repairs, and prevented meaningful progress in resolving the sewer issue.

To date, we have reviewed two separate bids for the repair of the 121 Hollister sewer lateral, both of which show that the most cost-effective solution is to install a new sewer lateral under their home rather than either repairing the existing sewer or rerouting a new sewer line on our property.

For reference, we have attached two bids:

- 1.) The original estimate by technician Ernesto Garcia from Roto Solutions, dated September 5, 2024, for \$62,989, which was signed by the Stawiecki family without our approval or knowledge. This estimate does not include the cost to restore our property, business interruption expenses, losses to the restaurant owners, or the impact on Godmothers Bookstore and shared vegetation, which would need to be removed and replaced.
- 2.) A more recent estimate from Ernesto Garcia of Roto Solutions, dated February 13, 2025, for \$53,900, which supports relocating the sewer lateral fully onto their property and connecting it on Hollister. This option is lower in cost and does not unnecessarily burden us, our tenants, or Godmothers Bookstore, both now and in the future.
- 3.) On March 4, 2025, the Stawiecki family emailed us a draft Easement by Necessity Agreement with a diagram of a proposed new sewer line placement alongside the back retaining wall. However, we were not provided an estimate outlining the scope of work and associated costs for installing this new sewer lateral. Again, this proposal fails to address the scope of work and costs associated with installing this new sewer lateral. They also have not addressed the cost to restore our property, business

interruptions and financial losses for the restaurant owners, liability concerns regarding trenching near retaining walls/footings, which could compromise structural integrity, and the cost to revert our property back to its previous condition.

Furthermore, per item number 8 of their draft Easement by Necessity, we would be unable to use portions of our own property where their new sewer line would be placed. The rear portion of our property contains storage structures, and the city has required our tenants to relocate their trash bins to this area, all of which are in the path of their proposed sewer line. Most importantly, should they proceed in this direction there would need to be structural engineering stating that trenching next to the retaining walls/footings will not compromise the structural integrity of the wall that is holding their property from falling onto ours.

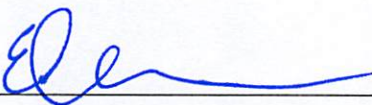
Given the circumstances and impasses over the last 7 months, and for the sake of efficiency, simplicity and resolution, we urge the Summerland Sanitation District to take the necessary steps to complete the sewer for the Stawiecki family. We would also strongly prefer that the Stawiecki family abandon the existing sewer line and easement and relocate it entirely onto their own property. As you know, petitioning the court to require this would limit future conflicts, unmerited accusations, public health issues, and undo stress and cost on all parties. This will also remove the unsightly port-a-potty that has been visible from the restaurant patio.

Should the Sanitation District or the Stawiecki family choose to complete the sewer line utilizing the valid blanket easement, we request a formal Memorandum of Understanding (MOU) prior to the commencement of any work, outlining the standard conditions discussed in our September 19, 2024, letter.

We appreciate your time, attention, and assistance. We will continue to extend our cooperation and await the next steps from you. We hope the Sanitation District can move this process forward in a cooperative, amicable, and timely manner. Please feel free to contact us if you require additional documentation or clarifications so we can bring this matter to a close.

Respectfully Submitted,

Coastal River Terrace LLC, A California Limited Liability Company

By: 
Elena Radosavcev

cc. Hunt Braly, Esq
Summerland Beach Café, Panco and Jesse

Coastal River Terrace, LLC
Elena Radosavcev
31826 Village Center Road, Suite C,
Westlake Village, CA 91361
(818) 917-2587 Fax (818) 991-0450

Via email and Certified Mail with Return Receipt

September 19, 2024

Maria and Ryszard Stawiecki
CC: John Stawiecki
121 Hollister St.
Summerland, CA 93067

Dear Maria and Ryszard Stawiecki,

Thank you for welcoming me into your home and discussing the necessary repairs or replacement of your sewer line at 121 Hollister. As of today, the following estimates have been received and are attached herein, from the following plumbing companies: Goodland Plumbing, Mark Odney Plumbing, and Roto Solutions (Ernesto Garcia).

Last Wednesday, September 11, your son, John Stawiecki and I met with Mark Odney at Summerland Beach Café (2294 Lillie Ave) from approximately 10:30 a.m. to 12:30 p.m. Mark scoped the line and confirmed that while a trenchless option is viable for most of the sewer, a new line would be necessary near the Yucca trees which are on the property line between Godmother's and Summerland Beach Café. As mentioned by Goodland Plumbing and Mark Odney Plumbing, replacement of the sewer would require the trees' removal. Mark also suggested that installing an entirely new line would be the most reliable solution. Mark Odney provided an estimate ranging between \$28,000 and \$32,000 for a full replacement, foregoing the trenchless system.

After our meeting with Mark, John and I consulted Ernesto Garcia from Roto Solutions Plumbing. We walked the Summerland Beach Café property. Ernesto explained his proposed plan, which involves saw cutting trenches 18 inches from the block wall adjacent to your property, removing the shed, abandoning the cleanout near the shed, excavating under the fence, and removing about 8 inches of the brick perimeter on the rear patio. Roto Solutions intends to abandon the cleanout in the patio and run the new line along the Summerland Beach Café property line until reaching the city sewer connection. Ernesto assured us that the patio landscaping would not be affected, and he plans to rejuvenate the line at the city connection. However, it was unclear how he plans to connect to the city sewer, as he mentioned "rejuvenating" rather than replacing the pipe, potentially indicating a trenchless method in that area. There has been no mention or plan addressing repairs for the damage being done to our property for your sewer replacement. Both Goodland and Mark Odney emphasized that ***the Yucca trees would need to be removed*** to install new lines to the city sewer connection and a trenchless system would not be successful in this area of the line.

Before any work begins, the following items are required:

1. **Scope of Work:** Maria and Ryszard Stawiecki must provide Coastal River Terrace, LLC/Summerland Beach Café with a detailed written explanation of the scope of work, including who will perform it and the proposed days and times for the work.
2. **Restoration Agreement:** Coastal River Terrace, LLC/Summerland Beach Café and the Stawiecki family must enter into a written and fully executed agreement, stipulating that the Stawiecki family will cover the costs of restoring 2294 Lillie Avenue to its existing condition. The agreement must explicitly state that the Stawiecki family is financially responsible for returning the property to its prior condition, including but not limited to repairs or restoration of brick, vapor barriers, concrete, trenches, landscaping, irrigation systems, dirt excavation, and trash removal.
A deposit will be required prior to the commencement of work to cover known damages as outlined in the approved bid. However, should additional damage occur beyond the anticipated scope, the Stawiecki family agrees to tender payment for those repairs within seven (7) days of written notification. Additionally, the Stawiecki family will be responsible for any loss of business incurred by the tenants if the project exceeds the estimated three-week completion time. A professional bid should be obtained to assess and itemize all necessary restoration work, including the replacement of any lost trees, landscaping, irrigation systems, brick borders, concrete damage, trenches, or compromise of any foundation or footing. The Stawiecki family will provide upfront payment to Coastal River Terrace, LLC based on the estimated costs, and Coastal River Terrace, LLC will hire its own contractors to complete the restoration work.
3. **Work Schedule & Impact on Summerland Café Operations:** A detailed explanation of the planned work schedule must be provided and approved by Summerland Beach Café. The Contractor must be considerate of Summerland Beach Café operations, particularly regarding noise, access, screening working area, containment of trash/dirt piles during hand digging, management of contractor's vehicle access, equipment storage and possible parking issues. Coordination with tenants to minimize disruptions is essential. An example is not jack hammering during business hours, muddy contractors walking through the restaurant, or dirt piles in eating areas. All work must comply with OSHA and local regulations, including health and safety codes, and ensure that the site is secured to prevent unauthorized access or hazards for customers and restaurant owner's staff.
4. **Insurance & Contracts:** Coastal River Terrace, LLC and Summerland Beach Café require copies of all contracts and bonds, and must be named as an additional insured on your homeowners/general liability insurance and contractors' insurance policy. A copy of the contractor's worker's compensation coverage is also required.

5. Yucca Tree Removal: Coastal River Terrace, LLC and Summerland Beach Café have informed the owners of Godmother's that the Yucca trees may potentially be removed. Maria and Ryszard Stawiecki must provide Coastal River Terrace, LLC written and signed permission, by all parties, including the owners of Godmothers, to remove the yucca trees. If the trees are removed, replacement plants, irrigation systems, and/or hardscaping must be planned and agreed upon in writing before removal.

6. Permits: Copies of all necessary permits must be provided to Coastal River Terrace, LLC and Summerland Beach Café before any work begins. Finally, Coastal River Terrace, LLC and Summerland Beach Café are in the process of filing a Notice of Non-Responsibility with the county. This step is crucial to protect our property and ensure that we are not held financially responsibility and liable for the installation or any potential liens related to work performed by third parties for the benefit of your property.

We are committed to working efficiently and cooperatively with you and are open to discussing any questions or concerns you may have. As you know most of the above is common practice and expected in situations such as we have. Our objective is to: 1) Get your sewer repaired and back to working order as quickly as possible. 2) Ensure that the legal and financial responsibilities for this project are clearly assigned. 3) and that all parties are aware of their obligations and expectations moving forward.

All the Very Best,



Elena Radosavcev, Property Manager
Coastal River Terrace, LLC

CC: Summerland Beach Café, Jesse and Pancho
CC: Summerland Sanitary District, David Lewis
CC: Pool & Shaffrey, Hunt Braly, Esq.

MARK ODNEY'S PLUMBING



Invoice No. 6421

30718 Lakefront Dr. Agoura Hills Ca. 91301 Cell (818) 309-9057 Fax/Office (818) 991-1450 Lic. #842027

INVOICE

Customer

Name Elena Radosavcev
Address 2294 Lillie Ave
City Summerland State ca ZIP 93067
Phone
elensaradosa@gmail.com

Misc.

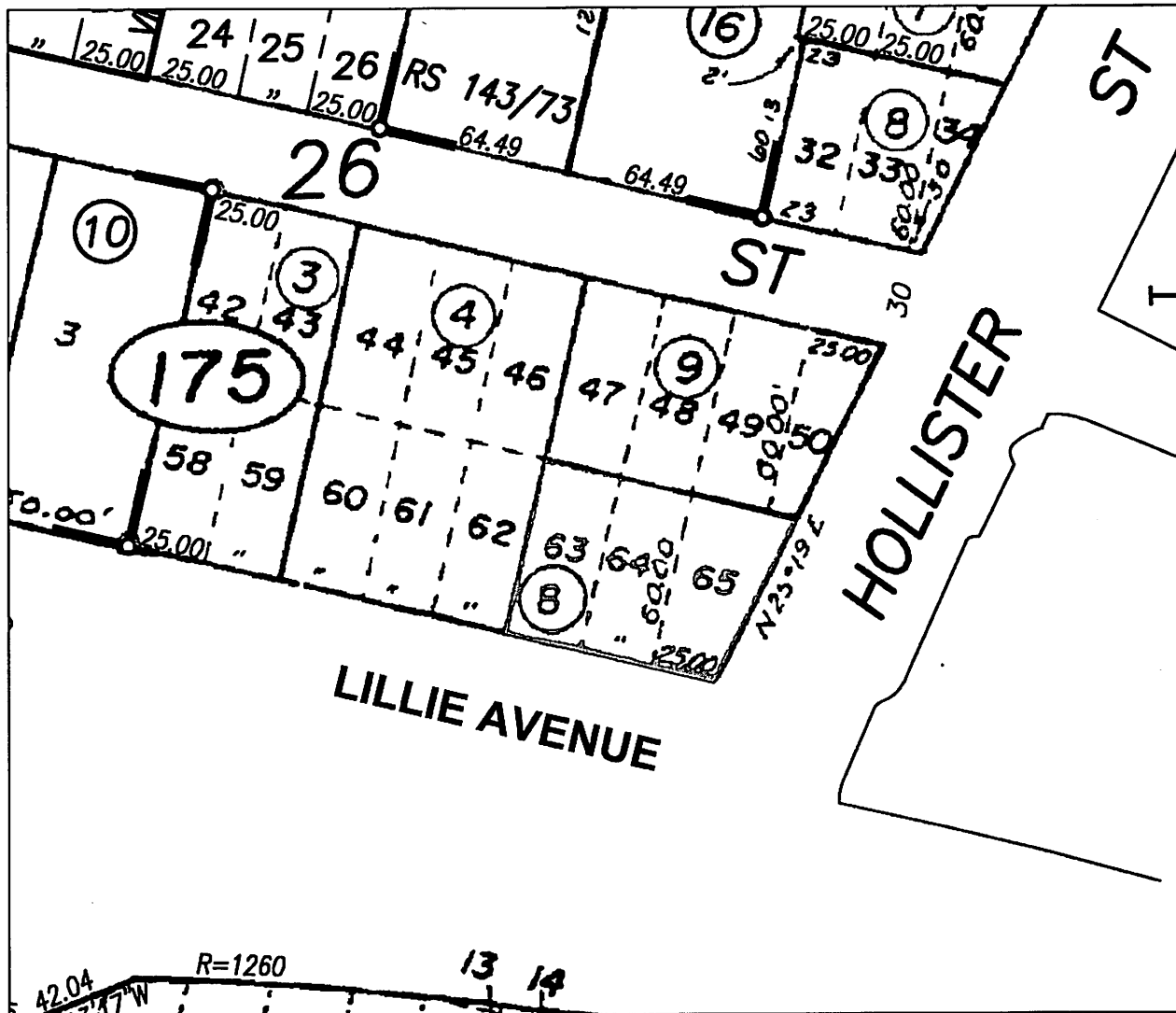
Date 9/11/24
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	Camera sewer line from cleanout at sewer exit from house all the way to city lateral. located all bad spots marked with paint recommend replacing line by means of digging up and re install all new 4" from abs in the ground to clean out down by street. Approximately 100' line in street looks in great shape nothing needed completed	\$	425.00
		TOTAL	\$ 425.00

THANK YOU FOR YOUR BUSINESS

0 1 2
Standard Scale 1 : 1

APN: 005-175-008



Legend



Property In Question - Fee



Item No. 3 - Easement for Water and sewer line
In 04/10/1975 Inst # 10957 Bk2559 Pg1416 of Official Records
The exact location of the easement cannot be determined and is not plottable

*Plotting Easement
by Fidelity*

© 2022
Fidelity National Title Company
1000 Town Center Drive, Suite 125
Oxnard, CA 93036
Phone: (805) 383-2353 Fax: (805) 445-7990

Title Order No. :00052414, Preliminary Report dated November 28, 2022

Drawing Date : 12/05/2022 - FNFI

Reference :

Assessor's Parcel No. : 005-175-008

Property : 2294 Lillie Avenue, Summerland, CA

Data :

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Plat Showing : LOTS 63, 64 AND 65 IN BLOCK 26, OF THE TOWN OF SUMMERLAND, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN RACK 1, MAP NO. 2. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Sheet
1 of 1

Archive #

RECORDING REQUESTED BY

LAWERS TITLE INSURANCE CORPORATION

AND WHEN RECORDS SHALL BE MADE AND, UNLESS OTHERWISE SHOWN BELOW, SANITARY STATEMENTS TO

Name: Mr. Kenneth C. Robinson
Address: 1505 Kensington Road
City: San Marino, Ca. 91108

Title Order No. 112310 Encum. No. 3281-K

10957

REC-2559 PAGE 1416

RECORDING REQUEST OF LAWYERS TITLE INS. CORP.

REC-2559 PAGE 1416

APR 10 11 42 AM '75

OFFICIAL RECORDS SANTA BARBARA CO., CALIF. HOWARD C. HENDEL CLERK-RECORDER

FEE \$3.00

This space for Recorder's use

Blanket Easement

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$41.80
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DON C. DREW and MARY G. DREW, husband and wife,

hereby GRANT(S) to

KENNETH C. ROBINSON, an unmarried man,

the following described real property in the unincorporated area of the County of Santa Barbara, State of California:

LOTS 63, 64 AND 65 IN BLOCK 26 OF THE TOWN OF SUMNER, MD, AS PER MAP RECORDED IN RACK 1, MAP NO. 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RESERVING UNTO THE GRANTOR an easement over, under and across herein described property for water and sewer lines.

\$22.00

\$5.50

\$5.50

\$4.40

\$4.40

SANTA BARBARA COUNTY

SANTA BARBARA COUNTY

SANTA BARBARA COUNTY

SANTA BARBARA COUNTY

SANTA BARBARA COUNTY

DOCUMENTARY STAMP TAX

DOCUMENTARY STAMP TAX

DOCUMENTARY STAMP TAX

DOCUMENTARY STAMP TAX

DOCUMENTARY STAMP TAX

Dated November 6, 1974

Don C. Drew

Mary G. Drew

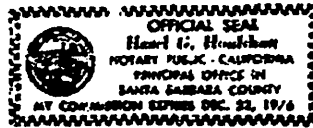
STATE OF CALIFORNIA COUNTY OF SANTA BARBARA ss.

On November 6, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared

Don C. Drew and Mary G. Drew,

known to me to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged that they executed the same.

Signature: [Handwritten Signature]



(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

/// END OF DOCUMENT ///



Fidelity National Title Company

1000 Town Center Drive, Suite 125, Oxnard, CA 93036
Phone: (805) 383-2353 • Fax: (805) 445-7990

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: **Alex Lee**
Phone: **(805) 383-2353 Ext. 307**
Fax: **(805) 445-7990**
Email: **alex.lee@fnf.com**

ORDER NO.: **00052414-017-LF-AL**
LOAN NO.:

Fidelity National Title Company
Attn: Lisa Figgins
950 Hampshire Road
Westlake Village, CA 91361

Your Ref:

PROPERTY: 2294 Lillie Avenue, Summerland, CA

AMENDED PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



Fidelity National Title Company

1000 Town Center Drive, Suite 125, Oxnard, CA 93036
Phone: (805) 383-2353 • Fax: (805) 445-7990

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: November 28, 2022 at 7:30 a.m., Amended: December 5, 2022, Amendment No. 1

ORDER NO.: 00052414-017-LF-AL

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy of Title Insurance (4-8-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

PLANTATION PROPERTIES, INC., a California corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
YOUR REFERENCE:

Fidelity National Title Company
ORDER NO.: 00052414-017-LF-AL

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUMMERLAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 63, 64 AND 65 IN BLOCK 26, OF THE TOWN OF SUMMERLAND, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN RACK 1, MAP NO. 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 005-175-008

Plotted Easements

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

APN:	005-175-008
Fiscal Year:	2022-2023
1st Installment:	\$12,496.15, OPEN (Delinquent after December 10)
Penalty:	\$1,249.61
2nd Installment:	\$12,496.15, OPEN (Delinquent after April 10)
Penalty and Cost:	\$1,279.61
Homeowners Exemption:	\$0.00
Code Area:	059-068

- B. INTENTIONALLY DELETED

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. The right of the public to use for road purposes any portion or portions of said land within lines of any public street or highway.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	Don C. Drew et ux.
Purpose:	Water and sewer line
Recording Date:	April 10, 1975
Recording No:	10957 Book 2559, Page 1416 of Official Records
Affects:	The exact location and extent of said easement is not disclosed of record.

4. Matters contained in that certain document

Entitled:	Resolution of the Board of Supervisors of the County of Santa Barbara, State of California in the Matter of Declaring a Certain Portion of the Summerland Area and Underground Utility District Under Chapter 34 of the Code of the County Santa Barbara, Resolution No. 91-41"
Recording Date:	January 28, 1991
Recording No:	91-004069 of Official Records

Reference is hereby made to said document for full particulars.

5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

EXCEPTIONS
(Continued)

7. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
8. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Plantation Properties, Inc., a California corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

4. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Coastal Vision Inc. (Buyer)

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. **Note:** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
2. **Notice:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
3. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
4. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

To protect the private information contained in the attached form and photo ID, please return via a secured method.

5. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the

INFORMATIONAL NOTES
(Continued)

Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

- E. CLTA Standard Coverage Policy 1990 (11-09-18).
 - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

- 6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Coastal Vision Inc. (Buyer)

 - a) A Copy of the corporation By-laws and Articles of Incorporation
 - b) An original or certified copy of a resolution authorizing the transaction contemplated herein
 - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF INFORMATIONAL NOTES

Alex Lee/gp1



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



Fidelity National Title Company

1000 Town Center Drive, Suite 125, Oxnard, CA 93036
Phone: (805) 383-2353 • Fax: (805) 445-7990

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

- CTC – Chicago Title company
- CLTC – Commonwealth Land Title Company
- FNTC – Fidelity National Title Company of California
- FNTCCA - Fidelity National Title Company of California
- TICOR – Ticor Title Company of California
- LTC – Lawyer’s Title Company
- SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

- CTIC – Chicago Title Insurance Company
- CLTIC - Commonwealth Land Title Insurance Company
- FNTIC – Fidelity National Title Insurance Company
- FNTIC - Fidelity National Title Insurance Company
- CTIC – Chicago Title Insurance Company
- CLTIC – Commonwealth Land Title Insurance Company
- CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

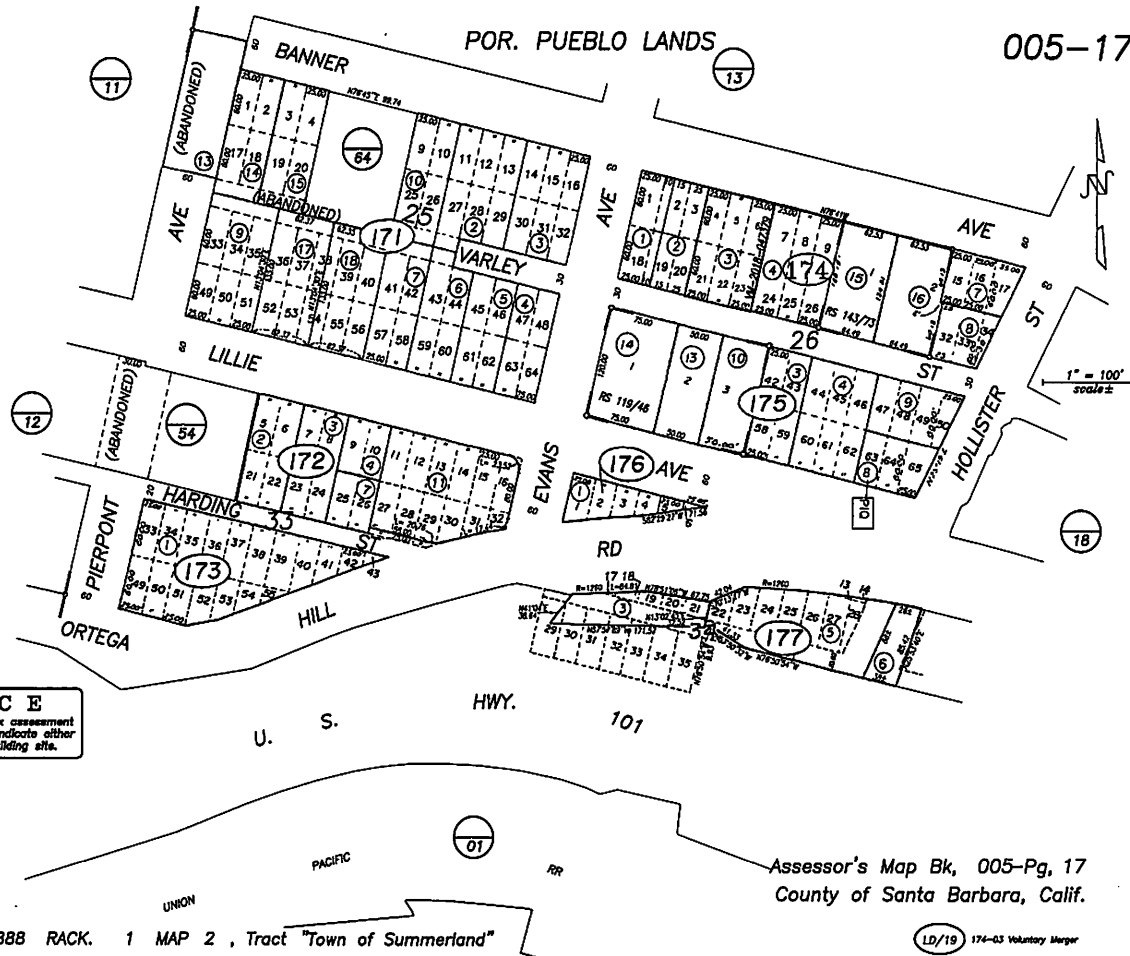
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



NOTICE
 Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 005-Pg, 17
 County of Santa Barbara, Calif.

12/18/1888 RACK. 1 MAP 2, Tract "Town of Summerland"

(18/19) 174-03 Voluntary Merger

This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of this insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
 Order: 52414
 Dec: CASANT/MASS 4-00017
 Page 1 of 1
 Requested By: Jorgmuir, Printed: 12/12/22 5:20 PM



Fidelity National Title Company

1000 Town Center Drive, Suite 125, Oxnard, CA 93036
Phone: (805) 383-2353 • Fax: (805) 445-7990

THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for Himself and or Herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of <<Company Name>>, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property.

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case new pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

TITLE ORDER: 00052414-017-LF-AL

PROPERTY ADDRESS: 2294 Lillie Avenue, Summerland, CA 93067

=phrasebox affd0231-1=SELLER(S) PLANTATION PROPERTIES, INC., a California corporation
BUYER(S)/BORROWER(S): COASTAL RIVER TERRACE, LLC, a California limited liability company

=signature=

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

State of _____)
County of _____) SS:

Subscribed and sworn to (or affirmed) before me on this _____ day of _____
by _____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Notary Public

My commission expires: _____

OWNER'S DECLARATION

The undersigned hereby declares as follows:

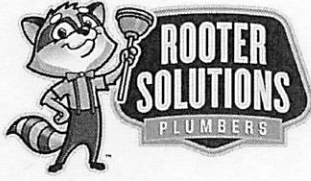
1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 00052414-017-LF-AL for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 00052414-017-LF-AL for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Fidelity National Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____



Rooter Solutions
 PO BOX 537
 Santa Barbara, CA 93102
 License #1046213
 (805) 212-9422

CONSTRUCTION CONTRACT
 (Home Improvement)

BILL TO
 Richard Stawiecki
 121 Hollister Street
 Summerland, CA 93067 USA

ESTIMATE 51097482	ESTIMATE DATE Sep 05, 2024
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Home Improvement Contract
 License #1046213

JOB ADDRESS
 Richard Stawiecki
 121 Hollister Street
 Summerland, CA 93067 USA

Job: 51091558
Technician: Ernesto Garcia
Technician: Jason Lee
Technician: Martin Alfaro

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
MISC0001	Rooter Solutions will perform services based on the following scope of work:	1.00	\$62,890.00	\$62,890.00

Rooter solutions will pull permits from city of Summerland and have signatures forms from the restaurant owners to work on there property to facilitate installation of sewer piping from our clients.

Rooter solutions will reroute approximately 100' of 4" main sewer line from existing ABS connection up to the property line located at Lillie ave
 We will saw cut and jackhammer a section of concrete and bricks to then excavate a trench on the back side and side patio of restaurant located behind our costume house to facilitate the installation of a new 4" polyethylene sewer line we will also install new proper access clean out to service new system if necessary,
 Rooter solutions will then rejuvenate existing 4" main sewer line from property line up to the city connection to then install our epoxy NuFlow liner to reinforce existing main sewer later, if existing sewer Later is not able to be liner after rejuvenation we will need to to a replacement y excavation the asphalt on public work wish will result to a change order and a additional cost will be provided to customer.

Rooter solutions will have all work preformed inspect it and

approved by a representative from the city of Summerland,
We will backfill and compact soil properly and back fill trench
by the house with proper concrete slurry,

Rooter solutions will warranty this work for 15 years on the
workmanship
And 100 year manufacturing warranty on polyethylene SDR-
17 piping.

POTENTIAL SAVINGS	\$9,433.50
SUB-TOTAL	\$62,890.00
TAX	\$0.00
CONTRACT PRICE	\$62,890.00
EST. FINANCING	\$899.33

Thank you for choosing Rooter Solutions!

CONTRACT PRICE: \$62,890.00
APPROXIMATE START DATE: 9/5/2024
APPROXIMATE COMPLETE DATE: 9/5/2024

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: (I) THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov
CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

CUSTOMER AUTHORIZATION

This estimate contains a description of the scope of work and price for a Home Improvement contract being entered into by and between Rooter Solutions and Richard Stawiecki. The scope of work to be performed is furnished by Rooter Solutions as a good faith estimate of work to be performed at 121 Hollister Street, Summerland, CA 93067 USA and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. This is not a guarantee of the final price of work to be performed. I agree to

the estimate for \$62,890.00 and authorize Rooter Solutions to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

M A R I A S T A W I E C K I

Sign here

Date 9/5/2024

THREE DAY RIGHT TO CANCEL

You may cancel this transaction without any penalty within Three Business days of the signed contract unless products are being installed on this date. The customer waives their right to cancel installations performed before day three from the signature of the contract.

Ryszard Starniak

Sign here

Date 9/5/2024

TECHNICIAN ACKNOWLEDGEMENT



Sign here

Date 9/5/2024

TERMS AND CONDITIONS

1. **Owner's Responsibilities.** The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide contractor and his equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The owner is responsible to remove or protect any personal property and Contractor is not responsible for the same or any carpets, drapes, furniture, driveway, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor and shall hold Contractor harmless for any disputes or error in the property line or set back locations.
2. **Delays.** Contractor agrees to start and diligently pursue work through the completion, but shall not be responsible for delays for any of the following reasons: Failure of insurance of all necessary building permits within a reasonable length of time, funding of loans, disbursements of funds into control or escrow, act of neglect or omission of owner or owner's employees or owners agent, act of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by the owner, act of public enemy, riots or civil commotion, inability to secure materials through regular recognized channels, imposition of government priority or allocations of materials, failure of owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for act of independent Contractor's, or other causes beyond Contractor's reasonable control.
3. **Plans and Specifications.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Contractor will obtain and pay for all required building permits, but owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewer, storm drains, water services, other utilities, water hook-up charges and the like.
4. **Subcontracts.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
5. **Completion and Occupancy.** Owner agrees to sign and record a notice of completion within five days after the project is completed and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, the Owner hereby appoints Contractor as Owner's agent to sign and record Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
6. **Insurance and Deposits.** Owner will procure at his own expense and before the commitment of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractor and construction lender as their interest may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is required to do so. If the project is destroyed or damaged by disaster, accidents or calamity such as fire, storms, earthquake, flood, landslides, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry worker compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the jobsite at Owner's invitation.
7. **Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under the agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this agreement. Overdue payments will bear interest at the rate of 1.5 % per month, (18 % per annum).
8. **Cleanup.** Contractor will remove the Owner's property debris and surplus material created by his operation and leave it in a neat and broom cleaned condition.
9. **Limitations.** No actions of any characters arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
10. **Validity and Damages.** In case one or more of the provisions of this agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event exceed the cash price of this contract.
11. **Asbestos, Lead, Mold, and other Hazardous Materials.** Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the project of any asbestos, lead paint, mold (including all types of microbial materials or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the Contractor specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and / or license. Therefore, unless the Contractor specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/ or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's opinion. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed. In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incident of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by the Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/ or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representation whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.
12. **Standard of Materials and Workmanship.** Contractor shall use and install "standard grade" or "builders grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/ or specification provided to the Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decoration items.
13. **Limited Warranty.** Contractor warrants that all work performed by it and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of Contractor's portion of the project. However, the warranties for assemblies' appliances and the like, shall be those warranties provided by the manufacturer or supplier of the item rather than based on Contractor's warranty herein. Contractor shall assemble and provide to Owner all such manufacturers' warranties.
14. **Changes in the Work - Concealed Conditions.** Should the Owner, Construction Lender, or any public body or inspector direct any modifications or additions to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract change order has been signed by both the Owner and the Contractor. The change in the contract price caused by such contract change order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in contract price. The contract change order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract period. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Payment for extra work will be made as extra work progresses.
15. **Fees, Taxes and Assessments, Compliance with Laws.** Taxes, permits, fees, and assessments of all descriptions will be paid for by Owner. Contractor will obtain all required building permits, at the sole expense of Owner. Upon demand by Contractor, Owner should provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook up charges and the like. Contractor shall comply with all federal, state, county and local laws, ordinances and regulations.
16. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction or repair of the project. Contractor is excused from this obligation for bills received in any period during which the Owner is in arrears in making progress payments to Contractor. No waiver or release of mechanics lien given by Contractor shall be binding until all payments due to Contractor when the release was executed have been made.
17. **Right to Cure.** In the event that Owner alleges that some of the work is not or has not been done correctly or timely, Owner shall give Contractor a notice that Contractor shall commence to cure the condition that Owner has alleged is insufficient within ten days.



Rooter Solutions
 PO BOX 537
 Santa Barbara, CA 93102
 License #1046213
 (805) 212-9422

CONSTRUCTION CONTRACT
 (Home Improvement)

BILL TO

Summerland Sanitation District
 121 Hollister Street
 Summerland, CA 93067 USA

ESTIMATE 96668378	ESTIMATE DATE Feb 13, 2025
-----------------------------	--------------------------------------

Home Improvement Contract
 License #1046213

JOB ADDRESS

Summerland Sanitation District
 121 Hollister Street
 Summerland, CA 93067 USA

Job: 96665690

Technician: Ernesto Garcia

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
MISC0001	<p>Rooter Solutions will perform services based on the following scope of work: Rooter solutions will work with the department of Summerland Sanitary District to preform the installation of a new main sewer lateral approximately 80' in length from side plan to city sewer line located at Hollister Street to provide and service Independently the sewer service for the property 121 Hollister Street Summerland, CA 93067. We will connect the new main sewer lateral to existing city sewer line located at Hollister Street.</p> <p>Rooter solutions will install new drain lines under the house within the crawlspaces to reconfigure the drain system of the house to provide the correct flow and direction to Hollister Street, We will only use new ABS Schedule 40, proper materials, right connections, and install proper sewer access clean outs where is indicated and needed to meet the standards of city,</p> <p>Rooter solutions will then saw cut and jack-hammer a section of concrete and asphalt from the house up to city sewer line located at Hollister Street to then excavate a trench with the proper depth to facilitate the installation of new main sewer lateral,</p> <p>Rooter solutions will only use the proper materials and right connections that are approved by the department of Summerland Sanitary District and building and safety department,</p> <p>Rooter solutions will have all work preformed inspected and</p>	1.00	\$53,900.00	\$53,900.00

approved by the Sanitary District of Summerland. After the installation of the new main sewer lateral and WYE connection, Rooter Solutions will back-fill excavation points using the proper concrete slurry for compaction we will then haul away and recycle properly all debris due to the construction, Rooter solutions will then provide a proper concrete and asphalt repair to meet the standards of the city of Summerland.

Rooter Solutions will warranty this work for a period of 20 years from the date of completion.

POTENTIAL SAVINGS	\$8,085.00
SUB-TOTAL	\$53,900.00
TAX	\$0.00
CONTRACT PRICE	\$53,900.00
EST. FINANCING	\$711.48

Thank you for choosing Rooter Solutions!

CONTRACT PRICE: \$53,900.00
APPROXIMATE START DATE: 2/13/2025
APPROXIMATE COMPLETE DATE: 2/13/2025

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: (I) THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

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CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

CUSTOMER AUTHORIZATION

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to be performed. I agree to the estimate for \$53,900.00 and authorize Rooter Solutions to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

THREE DAY RIGHT TO CANCEL

You may cancel this transaction without any penalty within Three Business days of the signed contract unless products are being installed on this date. The customer waives their right to cancel installations performed before day three from the signature of the contract.

Sign here

Date

TERMS AND CONDITIONS

1. **Owner's Responsibilities.** The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide contractor and his equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The owner is responsible to remove or protect any personal property and Contractor is not responsible for the same or any carpets, drapes, furniture, driveway, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor and shall hold Contractor harmless for any disputes or error in the property line or set back locations.
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3. **Plans and Specifications.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Contractor will obtain and pay for all required building permits, but owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewer, storm drains, water services, other utilities, water hook-up charges and the like.
4. **Subcontracts.** The Contractor may subcontract portions of this work to property licensed and qualified subcontractors.
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6. **Insurance and Deposits.** Owner will procure at his own expense and before the commitment of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractor and construction lender as their interest may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is required to do so. If the project is destroyed or damaged by disaster, accidents or calamity such as fire, storms, earthquake, flood, landslides, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry worker compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the jobsite at Owner's invitation.
7. **Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under the agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this agreement. Overdue payments will bear interest at the rate of 1.5 % per month, (18 % per annum).
8. **Cleanup.** Contractor will remove the Owner's property debris and surplus material created by his operation and leave it in a neat and broom cleaned condition.
9. **Limitations.** No actions of any characters arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
10. **Validity and Damages.** In case one or more of the provisions of this agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event exceed the cash price of this contract.
11. **Asbestos, Lead, Mold, and other Hazardous Materials.** Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the project of any asbestos, lead paint, mold (including all types of microbial materials or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the Contractor specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and / or license. Therefore, unless the Contractor specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/ or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's opinion. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed. In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incident of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by the Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/ or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representation whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.
12. **Standard of Materials and Workmanship.** Contractor shall use and install "standard grade" or "builders grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/ or specification provided to the Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decoration items.
13. **Limited Warranty.** Contractor warrants that all work performed by it and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of Contractor's portion of the project. However, the warranties for assemblies' appliances and the like, shall be those warranties provided by the manufacturer or supplier of the item rather than based on Contractor's warranty herein. Contractor shall assemble and provide to Owner all such manufacturers' warranties.
14. **Changes in the Work - Concealed Conditions.** Should the Owner, Construction Lender, or any public body or Inspector direct any modifications or additions to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract change order has been signed by both the Owner and the Contractor. The change in the contract price caused by such contract change order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractors actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in contract price. The contract change order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract period. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Payment for extra work will be made as extra work progresses.
15. **Fees, Taxes and Assessments, Compliance with Laws.** Taxes, permits, fees, and assessments of all descriptions will be paid for by Owner. Contractor will obtain all required building permits, at the sole expense of Owner. Upon demand by Contractor, Owner should provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook up charges and the like. Contractor shall comply with all federal, state, county and local laws, ordinances and regulations.
16. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction or repair of the project. Contractor is excused from this obligation for bills received in any period during which the Owner is in arrears in making progress payments to Contractor. No waiver or release of mechanics lien given by Contractor shall be binding until all payments due to Contractor when the release was executed have been made.
17. **Right to Cure.** In the event that Owner alleges that some of the work is not or has not been done correctly or timely, Owner shall give Contractor a notice that Contractor shall commence to cure the condition that Owner has alleged is insufficient within ten days.