



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

RESOLUTION 5-03



A RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN DISTRICT, (herein, "District") AND SEMIH SABANKAYA, DOING BUSINESS AS EMERALD CRESCENT ESTATES, (herein, "ECE").

WHEREAS, ECE is the owner of a piece of property, identified by APN: 020-050-210, adjacent to the existing District Boundary Line, and

WHEREAS, ECE would like to subdivide this property into eleven (11) residential sites and common areas, and

WHEREAS, the District is a functioning legal governmental agency in the business of providing the present services of fire, police, sewer and water to those within the District, and

WHEREAS, the District may in time increase the number of services provided for constituents within the District, and

WHEREAS, the District maintains that multiple entities providing like services is not beneficial to the community at large.

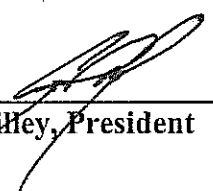
NOW THEREFORE BE IT RESOLVED:

1. To hereby approve the attached DEVELOPMENT AGREEMENT, and
2. That District President and Secretary are hereby authorized to execute said DEVELOPMENT AGREEMENT on behalf of the Board of Directors after approval by District Counsel of all attached Exhibits and Resolutions pertaining thereto as to content and form, respectfully.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 17th day of December, 2003 by the following vote:


Ayes: Dirs. Brezinsky, Dean and Roths
Noes: None
Abstain: None
Absent: Dirs. Dilley and Negro

Lake Shastina Community Services District



Craig Dilley, President

ATTEST:



L. JAMES LEA, District Secretary

§§.

DEVELOPMENT AGREEMENT

This Development Agreement is made at Weed, California, on the date last written below, by and between **LAKE SHASTINA COMMUNITY SERVICES DISTRICT** (herein, “**District**”), **SEMIH SABANKAYA**, 98 North 5th Street, San Jose, CA 95112, doing business as **EMERALD CRESCENT ESTATES**, (herein “**ECE**”), This Agreement is not intended to be a “development agreement” as that term is described under *Government Code §§65864-65869.5*.

RECITALS **District** is a Community Services District, duly formed and existing under the laws of the State of California, which provides police, fire, water and sewage disposal services to an area within Siskiyou County, California **ECE** is an owner of real property described in Exhibits “One,” attached hereto, (herein, the “**Property**”) and desires to develop eleven (11) residential units, (herein, the “**project**”), within the **District**, for which it will need **District** to provide the aforesaid services and one (1) greenbelt parcel identified as common area one (1) and two (2) located at left and right side of entry to ECE. and which only water is being requested. As a condition of approval of **ECE’s** Project, **ECE** has agreed, by the payment of Impact Fees, to compensate **District** for the project’s impact on **District’s** present and future fire, police, water and sewage disposal facilities.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

I. **AGREEMENT TO PAY IMPACT FEES.** In consideration of **District’s** agreement to provide water and sewage disposal in conjunction with police and fire protection services to **ECE’s** Project, **ECE** agrees to pay to **District** the following Impact Fees, which the parties agree shall be paid on eleven (11) single family units and one (1) greenbelt:

	<u>Unit Cost</u>	<u>No of Units</u>	<u>Total Cost</u>
1. POLICE:	169.17	x 11 =	1860.87
2. FIRE:	161.77	x 11 =	1779.47

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	<u>Unit Cost</u>		<u>No of Units</u>		<u>Total Cost</u>
3. WATER:	2285.00		x 11	=	25135.00
4. SEWER:	1798.32		x 11	=	19781.52
TOTAL FEE PER UNIT:	4414.26		x 11	=	48556.86
1. WATER FOR GREENBELT	2285.00		x 1	=	2285.00
TOTAL FEE FOR PROJECT:					<u>50841.86</u>

II. TIME FOR PAYMENT. The "Total Fee for Project", as set forth in Section I, above, shall be paid by ECE as follows: 100% prior to the recordation of the final subdivision map for the subject project, and in any event shall be paid in full to District before District is required to provide or allow any water or sewage disposal connections from the subject project to District's existing facilities. If payment is not received prior to recordation of the final subdivision map, a one time late charge equal to 10% of the amount due shall be assessed and collected in the same manner as the Total Fee for Project, and in addition, the overdue payment shall accrue simple interest at 12% per annum from the date it was due. The Total Fee for project, and any accrued late charges and interest, shall constitute a lien on the Property.

III. OTHER FEES:

A. STANDBY FEES. In addition to the sum set forth in Section I, above, and in full satisfaction of applicable ordinances of the District which would provide for lower fees, ECE agrees to pay, Standby Fees on each of eleven (11) units until title is transferred to a new owner of record as follows:

- 1). \$65.00 per year for police services
- 2). \$25.00 per year for fire services
- 3). \$35.00 per year for water services
- 4). \$36.00 per year for sewer services

The Standby Fees on all eleven (11) units shall first become due at such time as construction begins on any part of the project, but not later than July 1, 2004, and thereafter semi-annually, on July 1, and January 1, of each year, with one-half of the annual fee to be due on each date.

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B. USER FEES. In addition to the sum set forth in section I, above, and in full satisfaction of applicable ordinances of the District, ECE agrees to pay User Fees on each of eleven (11) units until title is transferred to new owner of record as follows:

- 1). \$ 5.42 per month for police – billed quarterly in the amount of \$16.25 for each of the eleven (11) units).
- 2). \$ 3.33 per month for fire – billed quarterly in the amount of \$10.00 for each of the eleven (11) units
- 3). \$14.50 per month for water plus usage fee of .35 per 1000 gallons used. – billed quarterly in the amount of \$43.50 plus usage for each of the eleven (11) units and one (1) greenbelt parcel, as identified on page 1.
- 4). \$12.50 per month for sewer – billed quarterly in the amount of \$37.50 for each of the eleven (11) units).

ECE or owner of record shall be liable for payment of such fees for each unit. In any event, a water fee shall revert from Standby to User within 15 days of the date application is made for water. Sewer fees shall revert from Standby to User when final connection to a system is made by District Employees. If connection or alteration is made by someone other than District Staff, the date to revert from Standby to User shall be the date application was submitted to District office. Monetary penalties shall also be imposed if not connected by District Staff. Water and Sewer applications shall be submitted at the same time. Penalty amounts: Water \$250.00; Sewer \$250.00 per illegal connection.

C. Costs of the water and sewer connection and services will be borne as follows: By party, making application for services at the time application is submitted. The present water connection fee is \$215.00 per parcel, the present sewer connection fee is \$1720.00 per parcel. (Connection fees subject to change).

D. SUBSEQUENT INCREASES IN FEES AND BILLING CYCLES. If, after the execution of this Agreement, the District adopts a higher per unit, water, sewer, fire, police, Standby or User fee for the residential parcels or greenbelt, the amount of said higher fee shall be the fee payable for each of the eleven (11) residential units and one (1) greenbelt parcel within the project which is subject of this Agreement. Billing cycles may change from time to time.

IV. CONSTRUCTION IMPROVEMENTS. In addition to the Impact Fees, Standby Fees, and User Fees set forth above, **District** and **ECE** agree to the following:

- A. Water and Sewer:
1. All costs of system design and installation within and outside the project will be borne by **ECE**.
 2. All **District** construction improvement plans shall be submitted to the **District** 30 days prior to construction. Plans are required to meet the satisfaction of the **District** and or any other governing agency prior to construction beginning. This includes any improvement plans defining fill and specifications that utility lines may be placed upon and in. Construction specifications shall be required to meet requirements of the **District**. All plans are required to be approved by **District** prior to **District** being obligated to supply water or collect waste water.
 3. All installations and materials to be approved by **District** in writing, with such approval not being unreasonably withheld, prior to **District** being obligated to supply water or collect waste water and prior to the **District's** acceptance of title hereto.
 4. All improvements relative to the installation of water and sewer mains, laterals and other related items are required to be inspected by **District** Employee and approved by **District** Employee.
 5. **ECE** shall deposit \$7200 with **District** prior to receiving signed approved plans identified in item 2 above to cover an eight hour per day, 30-day inspection period at a rate of \$30.00 per hour (30 days x 8 hrs. x 30.00 = \$7,200) Rates will be increased to \$60.00 per hour on weekends and holidays. **ECE** shall deposit additional amounts of \$7,200 to cover an additional 30 day inspection periods if construction has not been completed within the first 30 days. After first 30 days, **ECE** agrees to stop construction until second 30 day inspection deposit has been received by **District**. This inspection does not relieve **ECE** from any developers' legal liability. Any excess funds shall be returned within two weeks of written request following final approval of the subdivision improvements.
 6. Until all installations and materials are approved by **District** in writing, **District's** Officers, Staff, and consultants shall have the right to enter the Property at any time, with or without prior notice to **ECE**. **ECE** grants authority

to **District** and **District** Staff to stop construction ^{44.} if specifications and plans are not being complied with.

7. **ECE** shall provide **District** with four construction schedules prior to beginning construction, (two for water and two for sewer). One schedule shall address onsite and one offsite improvements. **ECE** shall make every effort to abide by these schedules. Offsite schedules are required to be approved by the **District** prior to beginning of construction.
8. Bond. **District** reserves the right, at its sole discretion, to require **ECE** to obtain a construction completion bond, at **ECE**'s sole cost and expense. Upon request, **ECE** agrees to stop construction and obtain bonding within ten days.
9. **ECE** has alluded to their desire to possibly relocate the existing sewage lift station. If this were to happen, it shall be completed under a separate contract which shall identify all specific requirements. At the time of this agreement, **District** may but is not obligated to contribute towards this improvement.
10. To any extent necessary, **ECE** agrees to comply with any prevailing wage or other public contracting laws and/or regulations which may be applicable to the improvements contemplated herein. Furthermore, **ECE** agrees to indemnify **District** for any potential liabilities, claim, and costs incurred due to any alleged violation of any prevailing wage or other public contracting laws and/or regulations.

V. **EASEMENTS.** **ECE** shall provide **District** the following easements:

1. A blanket easement over all road right-of-ways for ingress and egress as well as utilities.
2. A utility easement 10-foot in width on each side of the right-of-way easements.

VI. **GATE KEY FOR DISTRICT ACCESS.** Until such time as all installations, connections, and materials on the Property over which the District has the right of approval have been given such final written approval, **ECE** shall provide all **District** with access to the construction site, 7 days per week, 24 hours per day, and shall provide any keys required to gain entry. After completion of construction, **ECE** shall provide the **District**, and each of its departments, with the same means of access they plan to provide to owners of properties within the subdivision.

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VII. SUCCESSORS, ASSIGNS. The provisions of this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

VIII. RECORDATION; PRIORITIES. This Agreement shall be recorded by **District** with the Siskiyou County Recorder. **ECE** agrees to provide a properly executed original, suitable for recording, upon request of **District**. The obligation of **ECE** to pay impact fees to **District**, as set forth in Section I of this Agreement, shall have priority over all other liens and encumbrances except current purchase money trust deeds on the land to be developed and construction loans for the project, and **District** agrees to subordinate to the same. **ECE** and **District** each respectively agree that they will do, nor allow, nothing which would violate the aforesaid order of priorities. The parties will request that the Recorder index this document showing both **parties** hereto as both grantors and grantees. After receipt of all impact fees required hereunder, **District** shall provide **ECE** with a reasonable acknowledgement that the same have been paid.

IX. NOTICES, PAYMENT. All notices, payments, or other communications related to this Agreement shall be personally delivered, or mailed, postage prepaid, to the following addresses:

ECE: 15608 Mountain Court, Weed, CA 96094

District: 16320 Everhart Drive, Weed, CA 96094

If so mailed, the same shall be deemed received on the third (3rd) postal delivery day after posting, unless a postal return receipt indicates an earlier date of actual receipt.

X. ATTORNEYS FEES. In the event of any litigation, or binding arbitration in lieu thereof, by a party hereto regarding the breach, interpretation, or enforcement of any provision hereof, the prevailing party therein shall recover its reasonable actual attorneys fees and expenses, as determined by the court or arbitrator, and such expenses shall include expert witness and consult expenses, in addition to the usual recoverable costs insofar as allowed under law.

XI. NO PARTNERSHIP, JOINT VENTURE OR AGENCY. In no event shall this Agreement, or any provision hereof, be deemed to create a joint venture, partnership, or agency relationship between the parties.

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XII. INDEMNIFICATION. ECE shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from any and all claims, losses or liabilities resulting from the design, construction, or operation of the facilities which ECE constructs or causes to be constructed, or in relation to, the project site. Each party shall indemnify, defend, and hold harmless the other party from any claims, losses, and liabilities resulting from the negligent act or omission, or violation of law, of the indemnifying party. ECE and any contractor shall provide a certificate of insurance naming District as additionally insured for liability in an amount not less than \$1,000,000.

XIII. AUTHORITY TO EXECUTE AGREEMENT. The undersigned personally warrant that they have the authority to execute this Agreement on behalf of the organizations which they purport to represent, and that said organizations are in good standing with the State of California. Resolutions shall be provided by both parties, authorizing this action, and shall be attached hereto as Exhibits "Two".

XIV. COUNTERPARTS. This Agreement may be executed in counterparts, and executed counterparts may be delivered to the other party by facsimile transmission.

XV. ENTIRE AGREEMENT; MODIFICATION INTERPRETATION. This contract embodies the entire agreement between the parties. There are no other agreements or understandings not set forth herein. Any modifications to this Agreement and future agreements must be in writing, and duly executed by the party to be bound. No officer of District has authority to agree to any modifications of this Agreement in the absence of action by the District Board of Directors. This Agreement shall be interpreted fairly and evenly as to each party to it, notwithstanding that one party or the other may have drafted all or any part of it.

XVI. VENUE. Venue for any action commenced by a party to this Agreement regarding its breach, enforcement, or interpretation shall be solely in the Superior Court, County of Siskiyou.

XVII: MECHANIC'S LIENS. ECE shall indemnify and defend District from any liability for mechanic's liens imposed against District property or that of any third parties.

XVIII: COMPLIANCE WITH LAWS. ECE agrees that it will comply with all applicable statutes, ordinances, and regulations which are, from time to time, in effect, during its performance under the Agreement, including but not limited to those of the Lake Shastina Community Services District, both prior to and after amendment of the District boundaries to include the Property.

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Dated: 1-08-2004

By: [Signature]
President

Dated: 12/30/03

[Signature]
Secretary

Approved as to form:

EMERALD CRESCENT ESTATES:

[Signature]
District General Manager

By: [Signature] 12-20-03
Semih Sabankaya, General Partner

[Signature]
District Counsel

[Signature]

EXHIBIT "ONE"

All that real property situate in the State of California, County of Siskiyou, described as follows:

Parcel 1:

The East half of the Southwest quarter of Section 35, Township 43 North, Range 5 West, M.D.M.

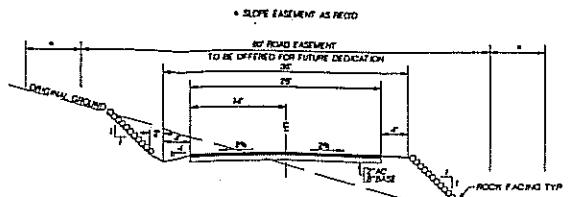
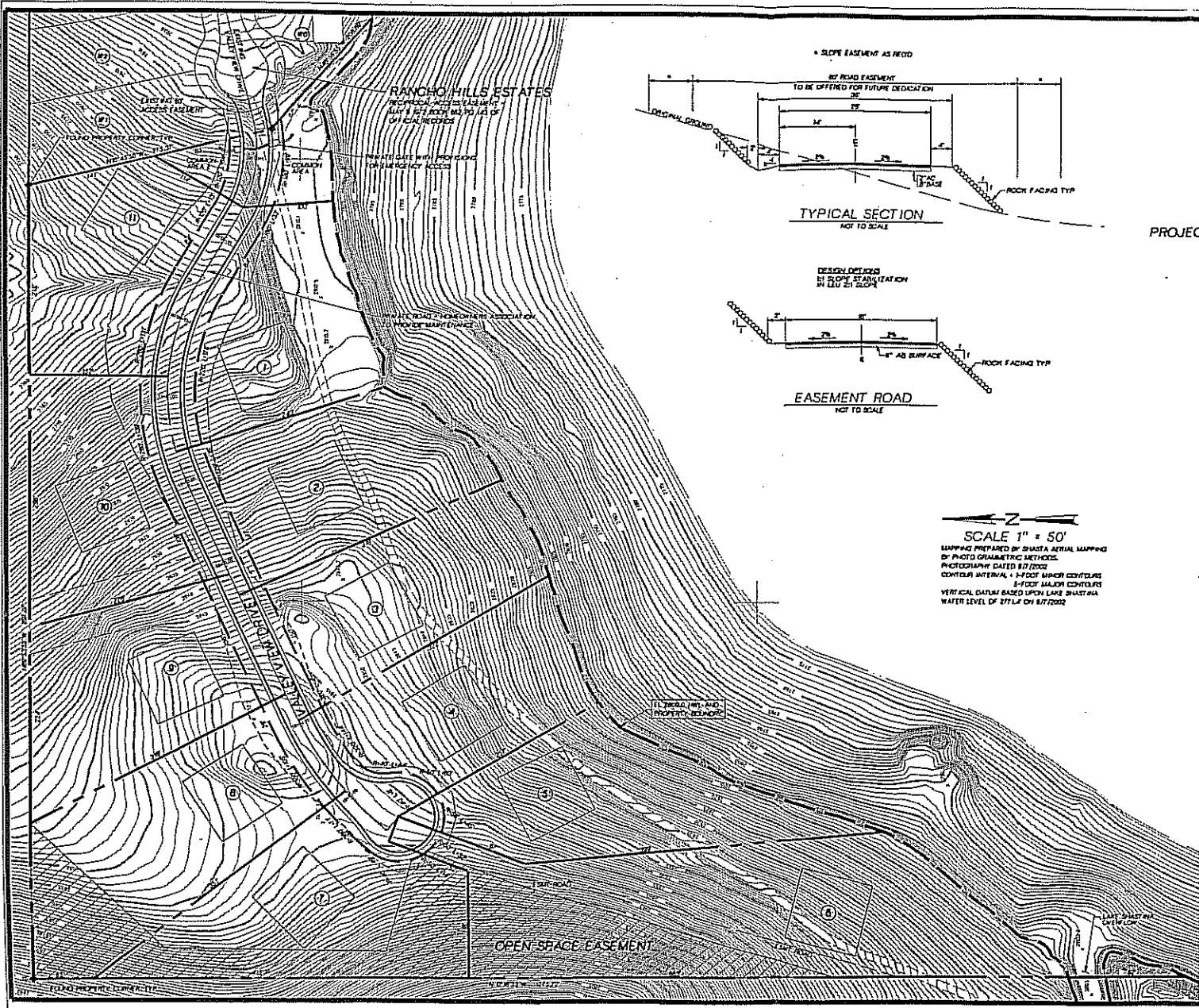
Excepting therefrom all that portion lying within the exterior boundaries of Lake Shastina Unit 1000-9-2, according to the map on file in the Siskiyou County Recorder's Office in Town Map Book 5, pages 111 to 118, inclusive.

Also excepting therefrom that land know as Dwinnell Reservoir and described generally as all land which would be submerged at any time if the water of said reservoir reached a point on Owner's Dam designated as Dwinnell Dam and located in Section 25, Township 43 North, Range 5 West, M.D.M., which is 2809 feet above sea level, U.S.G.S. datum, and further excepting any and all existing works, structures and appurtenances of Owner in connection with the operation of Dwinnell Reservoir and Dwinnell Dam which may lie or be situate above the said elevation, including, but not by way of limitation, the dam, power facilities, if any, pumping stations, pumping sites and other such works, structures and appurtenances.

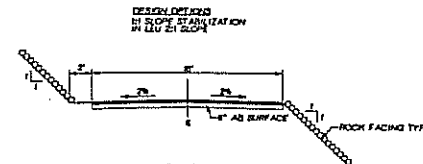
Parcel 2:

Together with access rights over roads in Lake Shastina Subdivision, Tracts 1000-9-1 and 1000-9-2 and over and across that certain easement for future road purposes on Lots 170 and 171 of said Tracts 1000-9-2 including the rights to build a road over said Lots 170 and 171.

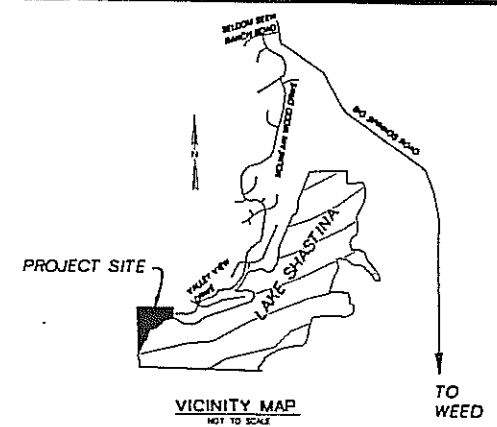
Assessor's Parcel No: 020-050-210



TYPICAL SECTION
NOT TO SCALE



EASEMENT ROAD
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

LAND OWNER: SEMI SAKAMATA
 90 N. 5TH ST.
 SAN JOSE, CA 95128

DEVELOPER: EMERALD CRESCENT ESTATES, INC
 6000 MOUNTAIN CREST
 WEED, CA 96094

WATER: LAKE SHASTINA NATURAL WATER COMPANY
 SEWER: LAKE SHASTINA COMMUNITY SERVICES DISTRICT
 FIRE: LAKE SHASTINA COMMUNITY SERVICES DISTRICT
 POLICE: LAKE SHASTINA COMMUNITY SERVICES DISTRICT

PRELIMINARY SOIL REPORT BY KC ENGINEERING COMPANY
 DATED 20 NOVEMBER, 2002 ON FILE AT THE COUNTY.

EXISTING LAND USE: OPEN SPACE/GRazing
 PROPOSED LAND USE: RESIDENTIAL LOTS
 PROPOSED DENSITY: 12 LOTS / 5.08 ACRES + 1.00AC / LOT AVG

SCALE 1" = 50'

MAPPING PREPARED BY SHASTA AERIAL MAPPING
 BY PHOTO GEOMETRIC METHODS
 PHOTOGRAPHY DATED 07/2002
 CONTOUR INTERVAL: 1'-0" FOOT MINOR CONTOURS
 1'-0" FOOT MAJOR CONTOURS
 VERTICAL DATUM BASED UPON LAKE SHASTINA
 WATER LEVEL OF 377.14' ON 07/2002

LOT #	APPROX SIZE (ACS)
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
23	0.10
24	0.10
25	0.10
26	0.10
27	0.10
28	0.10
29	0.10
30	0.10
31	0.10
32	0.10
33	0.10
34	0.10
35	0.10
36	0.10
37	0.10
38	0.10
39	0.10
40	0.10
41	0.10
42	0.10
43	0.10
44	0.10
45	0.10
46	0.10
47	0.10
48	0.10
49	0.10
50	0.10
51	0.10
52	0.10
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54	0.10
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56	0.10
57	0.10
58	0.10
59	0.10
60	0.10
61	0.10
62	0.10
63	0.10
64	0.10
65	0.10
66	0.10
67	0.10
68	0.10
69	0.10
70	0.10
71	0.10
72	0.10
73	0.10
74	0.10
75	0.10
76	0.10
77	0.10
78	0.10
79	0.10
80	0.10
81	0.10
82	0.10
83	0.10
84	0.10
85	0.10
86	0.10
87	0.10
88	0.10
89	0.10
90	0.10
91	0.10
92	0.10
93	0.10
94	0.10
95	0.10
96	0.10
97	0.10
98	0.10
99	0.10
100	0.10
TOTAL	5.08 AC

EMERALD CRESCENT ESTATES TENTATIVE MAP

APN 020-050-210
 BEING A PORTION OF THE EAST 1/2 OF THE
 SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 43
 NORTH, RANGE 5 WEST, MDM
 SHASTA COUNTY CALIFORNIA

MAP DATE: JULY 21, 2003
 REVISIONS: _____

BC ALEXANDER ENGINEERING
 20633 GAS POINT RD, SUITE G
 COTTONWOOD, CA 96022
 530-347-1022



EXHIBIT "TWO"

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

RESOLUTION 5-03

A RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN DISTRICT, (herein, "District") AND SEMIH SABANKAYA, DOING BUSINESS AS EMERALD CRESCENT ESTATES, (herein, "ECE").

WHEREAS, ECE is the owner of a piece of property, identified by APN: 020-050-210, adjacent to the existing District Boundary Line, and

WHEREAS, ECE would like to subdivide this property into eleven (11) residential sites and common areas, and

WHEREAS, the District is a functioning legal governmental agency in the business of providing the present services of fire, police, sewer and water to those within the District, and

WHEREAS, the District may in time increase the number of services provided for constituents within the District, and

WHEREAS, the District maintains that multiple entities providing like services is not beneficial to the community at large.

NOW THEREFORE BE IT RESOLVED:

1. To hereby approve the attached DEVELOPMENT AGREEMENT, and
2. That District President and Secretary are hereby authorized to execute said DEVELOPMENT AGREEMENT on behalf of the Board of Directors after approval by District Counsel of all attached Exhibits and Resolutions pertaining thereto as to content and form, respectfully.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, Siskiyou County, California, at a meeting thereof duly held on the 17th day of December, 2003 by the following vote:

Ayes: Dirs. Brezinsky, Dean and Roths
Noes: None
Abstain: None
Absent: Dirs. Dilley and Negro

Lake Shastina Community Services District



Craig Dilley, President

ATTEST:



L. JAMES LEA, District Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Clara } ss.

On 12-20-2003 before me, NGUYET HOANG THI TRAN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared SFMIH SABANKAYA
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

nguyet tran
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEVELOPMENT AGREEMENT

Document Date: 12-20-2003 Number of Pages: 10

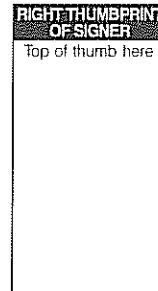
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



AK

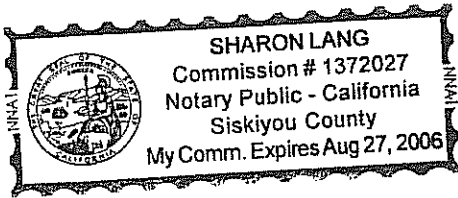
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Siskiyou } ss.

On December 30, 2003 before me, Sharon Lang Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared L. James Lea
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sharon Lang
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 12-30-03 Number of Pages: 12

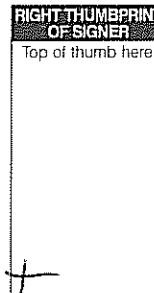
Signer(s) Other Than Named Above: Semih Sabankaya, Craig Dilley

Capacity(ies) Claimed by Signer

Signer's Name: L. James Lea

- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Lake Shastina Community District

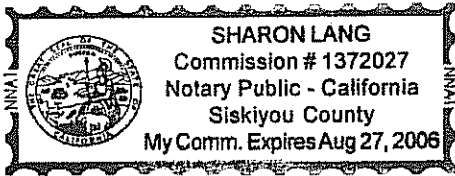


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Siskiyou } ss.

On January 8, 2004 before me, Sharon Lang Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Craig Dilley
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sharon Lang
Signature of Notary Public

OPTIONAL

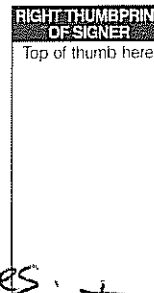
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement
Document Date: 1-08-04 Number of Pages: 13
Signer(s) Other Than Named Above: Semih Sabankaya, James Lea

Capacity(ies) Claimed by Signer

Signer's Name: Craig Dilley
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing Lake Shastina Community Services DISTRICT

- 2. Treasurers Report-----OM Wishart
 - a. Ratification of Disbursements for Period November 1 to November 30, 2003 – Received and Filed

Motion by Dir. Roths second by Dir. Dean to approve disbursements for period of November 1 to November 30, 2003.

Ayes: Dirs. Brezinsky, Dean and Roths
Noes: None
Absent: Dirs. Dilley and Negro

- b. July 2003 – June 2004 YTD Budget Comparison (Accrual) – Received and Filed
- c. Approval of Budget Line Item Adjustments 2003/2004 (as needed): No Budget Line Item Adjustments for this month.
- d. LAIF – November 2003 Report – Received and Filed
- e. Income Report – 7/1/03 through 11/30/03 – Received and Filed

- 3. Fire Department-----Acting Fire Chief Murphy

- * a. Written Report – None
- b. Verbal Report: Fire fighter Mike Montreuil announced that the overall membership of the Volunteer Fire Department, except two members not present, voted him in as Fire Chief. Mike stated that he is going to have an open line of communications and will be ready to report by the next CSD meeting.

- 4. Police Department-----Police Chief Alves

- * a. Written Report – None
- b. Verbal Report: Report in Item 8.4.e.
- c. Status of Grants – Received and Filed
 - * 1) COPS More Grant 47
 - * 2) Technology Grant 48
 - * 3) Explorer Post Grant 49
 - * 4) COPS More Grant 51
- * d. Activity Log – Received and Filed
- e. Recommend change to parking ordinance – RV parking: PC Alves reported that over the last several months there have been a couple of RV parking situations where Ordinance 2-03, Vehicles and Traffic, has the District at a disadvantage. Board directed PC Alves to proceed with a review of the Ordinance and make recommendations to the Board next month regarding possible changes regarding this matter.

- 5. Sewer Department-----GM Lea

- * a. Written Report – None
- b. Verbal Report: GM Lea reported that, in the process of making a sewer as-built, Public Works had to determine location of line from street to property owner’s lift pump, on owner’s property. This was done without owner’s permission. There was no damage done to the property. A complaint was received from property owner. Property owner received an apology and will receive as-built to show what was done. Staff has been informed that property owner’s permission is required prior to performing work on their property.

- 6. Water Department-----GM Lea

- * a. Written Report – None
- b. Verbal Report: Nothing to report.

Item 9. OLD BUSINESS:

- A. Status Report of Emerald Crescent Estates (ECE) – Received and Filed: GM Lea reviewed changes (Received and Filed) to the ECE agreement that the Board received in their packet.
 - 1) Approval of Resolution 5-03 – ECE Development Agreement

Motion by Dir. Roths second by Dir. Dean to approve Resolution 5-03, Emerald Crescent Estates (ECE) Development Agreement, as amended.

Ayes: Dirs. Brezinsky, Dean and Roths
Noes: None
Absent: Dirs. Dilley and Negro