

LE GRAND COMMUNITY SERVICES DISTRICT

Conditional Water and Sewer Commitment Notice Self Help Enterprises Proposed 18-Unit Subdivision McDowell Street

Effective Date: _____, 2026

The Board of Directors of the Le Grand Community Services District will provide water and sewer service for up to eighteen (18) residential units on the parcel described as Merced County Assessor's Parcel Number 318-050-005, which is located on the south side of McDowell Street east of Kennedy Street, and which is owned and developed by Self Help Enterprises, Inc., of Visalia, California.

Conditions of this commitment:

1. Even though this Capacity Commitment Notice commits capacity for up to eighteen (18) residential units, should the final layout of this project result in fewer residential units than the eighteen units presently contemplated, then this Notice shall be interpreted as committing only so much capacity as is in fact needed to serve the units built, so long as the number does not exceed eighteen (18) residential units.
2. This Capacity Commitment expires twelve (12) months from the effective date shown above unless there is, at the time this commitment would otherwise expire, an outstanding development entitlement, such as a tentative subdivision map, issued by the County of Merced in reliance on this capacity commitment, in which case this commitment lasts only until the expiration of that development entitlement.
3. This Capacity Commitment does not confer upon the applicant a right to connect to the District's water or sewer systems until payment of the connection, capacity, and processing fees in effect at the time payment is made. Applicant has been provided with a copy of the policies of the District concerning connections to the water delivery and sewer collection and disposal systems.
4. This commitment may be revoked by the Board of Directors as to any residential unit for which the Applicant has not yet paid the fees.
5. This commitment is not transferable except to the extent that title to all or any portion of the land for which this Capacity Commitment is made is transferred. In the event of a transfer, the applicant's successor in interest shall gain no greater rights than the applicant is given under the terms of this Capacity Commitment Notice. This commitment is not transferable to any other parcel of real property.
6. This commitment does not affect the right of the District or the County of Merced to require construction and dedication for public use of public facilities including sewer and water facilities to serve this project.
7. All previous commitments of capacity interests, if any, to applicant or anyone else as to the premises that are the subjects of this capacity commitment are hereby terminated by the Board of the District.

8. Before this capacity commitment is effective, the applicant must pay to the District any and all sums still owed, if any, for the District Engineer's fee for review of the plans of the applicant and reporting to the Board of the District.
9. Capacity Fees
 - A. The District's capacity fees are currently set at \$7,677.17 per residential unit for water and \$4,325.56 per residential unit for sewer. In accordance with District Ordinance 05-01, the water capacity fee is subject to annual adjustment on July 1 of each year to reflect changes in the 26-City Construction Cost Index published by DGS California Construction Cost Index CCCI. Water and sewer capacity fees are further subject to change by the District in accordance with their regular practices for establishing such fees. The Applicant will be required to pay water and sewer capacity fees at the per unit amount in effect at the time payment is made.
 - B. Capacity fees for any unit must be received by the District prior to the issuance of a building permit for such unit by Merced County Building Department.
10. The ability of the District to meet the domestic water demand imposed by this proposed development is contingent upon Well 7 going online. Currently Well 7 has been partially constructed through grant funds and the District is continuing to work with the State Water Board for additional funding to complete installation of the final pump, tank, generator, site improvements and pipe improvements.
 - A. The tentative map for this project shall bear a note declaring that the tentative map is subject to a Conditional Water and Sewer Commitment Notice and that, before a final map may be filed, the applicant must obtain an unconditional Water and Sewer Commitment Notice from Le Grand Community Services District.
 - B. The District will issue an unconditional Water and Sewer Commitment Notice upon request by the Applicant after the new public water well (Well 7) is in service.
11. The applicant shall construct on and off-site water distribution system improvements to provide a looped system of water mains meeting the following requirements:
 - A. The applicant shall construct an 10-inch main from Well 7 located at the lot purchased by the District and connect to the existing system on McDowell Street. Water connections, as follows:
 - i. The new courts and the proposed street, running from south to north, will each have a water main. The north court will be adjacent to the newly constructed Well 7. Connect new system to Well 7 at the north court and loop/connect proposed water main to McDowell at the proposed street intersection on the northwest of the subdivision. Provide reducers, fittings, thrust blocks to connect to the existing 6" water main on McDowell Street.
 - B. Water valves shall be placed for fire hydrants and at street intersections. Install a tee and 2 water valves.
 - C. Fire Hydrants shall be constructed per District Standards, not to exceed maximum spacing of 400 feet.
 - D. Water mains constructed by the applicant within the subdivision shall be a minimum of 8-inches in diameter (PVC Pipe C-900 DR-18), and shall be looped to the maximum extent possible.

12. The applicant shall construct on- and off-site sewer collection system improvements meeting the following requirements:
 - A. Sewer discharge from the proposed subdivision shall be conveyed to the existing 8-inch sewer line passing through both of the courts and the street of the proposed subdivision and connecting to the sewer system on McDowell Street or Kennedy Street.
 - B. The minimum pipe size for gravity sewer mains shall be 8 inches in diameter.
 - C. The minimum slope for gravity sewer mains shall provide velocities of not less than 2.0 feet per second when flowing full, based on Manning's equation using an "n" value of 0.011.
 - D. Sewer piping shall be solid wall PVC pipe conforming to ASTM D3034 with a maximum SDR of 35 and a minimum cover of 36 inches of Type A backfill. Where 36 inches of cover cannot be achieved over SDR 35 pipe, SDR 26 pipe with Type A backfill may be used to a minimum cover of 30 inches. Type A backfill shall be as defined in the current edition of Section IX of the Merced County Department of Public Works Improvement Standards and Specifications.
 - E. A minimum horizontal clearance of 10 feet shall be maintained between sewer lines and water mains, unless otherwise approved by the District Engineer. If the 10-foot separation requirement is waived, the requirements of the California Department of Health Services regarding separation between water mains and sanitary sewers shall be adhered to.
 - F. Manholes shall be placed at the intersections of all sewer mains, at the end of cul-de-sacs, and where changes in slope, pipe size, or pipe alignment occur. In addition, manholes shall be installed at upstream ends of all mains. Manholes shall have a maximum spacing of 350.
13. Each water service and each sewer service shall be independent from any other District customer's water or sewer service connection. Water services shall be arranged so that, if necessary, the water service to any single customer may be terminated at a point located in the public right-of-way without affecting the water service to any other District customer.
14. The applicant will be responsible for constructing the improvements described above, together with all service laterals and any other improvements that may be necessary to meet District standards, and shall dedicate all such water and sewer improvements that are located in a public right-of-way or easement to the District, all at no cost to the District. This includes any repairs to public or private improvements such as paving, landscaping, fences, or concrete work located within the right of way that may be necessitated by installation of these improvements.
15. Water and sewer system construction drawings shall be prepared by a civil engineer holding a current and valid license issued by the California Board for Professional Engineers and Land Surveyors. Design aspects not addressed above shall be in conformance with the Le Grand Community Services District Improvement Standards and Specifications, Merced County Standards, and good design practice, and shall be subject to the approval of the District Engineer. In the case of conflict between the requirements enumerated in this notice and the preceding standards, the most stringent requirement as determined by the District Engineer shall apply.
16. Construction of the required improvements shall be by a contractor holding a valid California Class A General Engineering contractor's license or an appropriate specialty contractor's license in accordance with the State of California contractor's licensing laws and regulations.

17. Construction of all facilities required by this Notice shall be subject to inspection and acceptance by the District.

18. Improvement Security

- A. If Applicant elects to record the Subdivision Map associated with this Water and Sewer Service Commitment prior to constructing all required water and sewer improvements, the value of such improvements shall be included in the dollar amount of improvement securities required by §66499 of the California Government Code (Subdivision Map Act), Merced County Code Section 17.08.140, and as further provided for in any Improvement Agreement entered into between the Applicant and the County of Merced.

19. Liability

- A. Applicant shall not, nor shall Applicant allow any contractor or subcontractor to commence work under this notice, within any District right-of-way or easement, until Applicant has obtained all of the insurance required by law, this notice, and any Improvement Agreement entered into between the Applicant and the County of Merced.
- B. The District, its elected and appointed Boards, Officers, Agents, and Employees shall be afforded the same level of coverage and indemnification as provided to Merced County. Where Merced County requires additional named insured endorsements, such requirement for endorsements shall also apply to the District, its elected and appointed Boards, Officers, Agents, and Employees.

I, Michael Moroni, being President of the Board of Directors of Le Grand Community Services District, hereby certify that the Board of Directors of the Le Grand Community Services District, in a duly noticed meeting, after review and report of the District's Engineer concerning this proposed project, did formally approve and authorize the issuance of the above commitment of capacity.

President of the Board of Directors
Le Grand Community Services District

Date:_____