



EXHIBIT 14-A

RECEIVED  
JAN 10 2007

MONTEREY PENINSULA  
WATER MANAGEMENT DISTRICT

5 HARRIS COURT, BLDG. G  
POST OFFICE BOX 85  
MONTEREY, CA 93942-0085 • (831) 658-5601  
FAX (831) 644-9558 • <http://www/mpwmd.dst.ca.us>

Variances may be approved when: a) special circumstances exist, as defined in the Rules and Regulations; b) when strict interpretation and enforcement of any standard would cause undue hardship; and c) when the granting of such a variance will not tend to defeat the purpose of the Rules and Regulations. In order to be considered for a variance hearing, all applicants must submit a completed application with payment of a non-refundable processing fee (\$250 for less than half acre-foot of water, \$500 for half - one acre-foot of water, and \$750 for more than one acre-foot of water); and any other information necessary which may include 5 years of water records from purveyor to evaluate the case. Applications are scheduled for placement on the agenda for the next available Board meeting. All applicants are required to provide the information requested on this form. This information will be used as the basis for finding on which the Board will support or deny your variance request. Submission of an incomplete application may constitute grounds for denial of your request.

APPLICATION FOR VARIANCE  
APPLICANT INFORMATION

- Applicant's Full Name: Design Center, LLC  
 Mailing Address: 710 Redwood Ave.  
 City: Sand City State: CA Zip: 93955  
 Phone Number(s): Work (831) 393-1800 Home (831) 277-7500
- Name of Agent(s) to Represent Applicant: Fred Hintz Project Manager/Owners Rep.  
 Mailing Address: same  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone Number(s): Work ( \_\_\_\_\_ ) \_\_\_\_\_ Home ( \_\_\_\_\_ ) \_\_\_\_\_

PROPERTY INFORMATION

- Full Name of Property Owner: Design Center, LLC  
 Mailing Address: same  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone Number(s): Work ( \_\_\_\_\_ ) \_\_\_\_\_ Home ( \_\_\_\_\_ ) \_\_\_\_\_
- Property Address: 600 Ortiz Ave.  
 City: Sand City State: CA Zip: 93955
- Assessor's Parcel Number: 011-236-026
- Property Area: Acres: \_\_\_\_\_ Square Feet: 115,319 sq. ft. Other: \_\_\_\_\_
- Past Land Use: Vacant
- Present Land Use: Under Construction
- Proposed Land Use: Mixed Use-Retail 1st. Floor, Office 2nd. Floor Apts/condos  
 Existing buildings? Yes \_\_\_\_\_ No x 3rd. & 4th. Floor  
 Types of uses and square footage: 15,000 sq. ft. Retail 15,000 sq. ft Office 30,000 sq ft.  
apts/condos

SUBMITTED BY APPLICANT

**VARIANCE APPLICATION**

**EXHIBIT 1**

**STATEMENT OF VARIANCE REQUEST**

*\*If additional space is needed for response to any question, please continue on a separate piece of paper and attach it to the back of this application.*

1. From which rule(s) or staff's decision(s) are you requesting an variance?

Requirement of individual water meters for residential.

2. Do you feel the rule or staff's decision is applicable in most cases, or do you believe it should be revoked or changed?

This is a green efficient building - we are using a hydronic HVAC system.

3. What were the circumstances surrounding your decision to variance?

Based on the heating & cooling systems for the entire building (based on water) individual meters are impractical.

4. Please state the special circumstances that distinguish your application from all others which are subject to enforcement of this process.

1st. project we are aware of that uses a building hydronic system to provide all needs to all users.

5. What difficulties or hardships would result if your variance request is denied?

Makes the energy use more expensive - add additional costs to unit owners.

6. What specific action are you requesting that the Board take?

Allow the use of a master domestic water meter.

7. Please indicate if you intend to make a statement at the variance hearing, and list the names of any other individuals who may speak on your behalf.

I will be available for questions.

Fred Hintz - P.M./Owner Rep.

SUBMITTED BY APPLICANT

APPLICATION FOR VARIANCE

EXHIBIT 2

PROJECT INFORMATION

\*If additional space is needed for response to any questions, please continue on a separate piece of paper and attach it to the back of this application.

- 1. Type of Project: [x] New Construction [ ] Remodel/Addition
2. Proposed New Use: (Please refer to the District's current Fixture Unit/Use Category sheet for assistance with this question.)

[x] Residential No. Dwellings 31 Total No. Fixture Units (Residential Only) 295.2

[ ] Commercial/Industrial/Governmental

Type of Use: Mixed use Square Footage: Total 60K

[ ] Other (Specify):

3. Current Zoning Classification:

4. Name of the water company that services the property:

Cal Am Water

5. Do you feel this project will use less water than that calculated by the District? If so, please explain how much you believe the project will use, and the basis on which you make this assumption.

N/A

6. Has this project been approved by the local jurisdiction? If so, please list or attach a copy of all conditions that have been imposed on the project. (Attach a copy of these conditions and approvals received.)

Yes

7. Does the applicant intend to obtain a municipal or county building permit for the project within ninety (90) days following the granting of a water connection permit? If not, when will water be needed at the site?

\*\*\*\*\*

I declare under penalty of perjury that the information in the application and on accompanying attachments is correct to the best of my knowledge and belief.

[Signature]
Signature of Applicant

1-9-06
Date/Location

NOTE TO APPLICANT: You may attach written findings for the Board to review and consider in support of the action you have requested.

Official Use Only

Fee Received \$750 Receipt No. 20236
Check No. 3188 Bank Routing No. 90.4071
Received by [Signature]

Jan. 3. 2007 4:04PM M P W M D

APPLICATION FOR VARIANCE

EXHIBIT 2

PROJECT INFORMATION

\*If additional space is needed for response to any questions, please continue on a separate piece of paper and attach it to the back of this application.

- 1. Type of Project:  New Construction  Remodel/Addition
- 2. Proposed New Use: (Please refer to the District's current Fixture Unit/Use Category sheet for assistance with this question.)

Residential No. Dwellings 31 Total No. Fixture Units (Residential Only) 295.2

Commercial/Industrial/Governmental

Type of Use: Mixed use Square Footage: Total 60K

Other (Specify): \_\_\_\_\_

- 3. Current Zoning Classification:
- 4. Name of the water company that services the property:  
Cal Am Water
- 5. Do you feel this project will use less water than that calculated by the District? If so, please explain how much you believe the project will use, and the basis on which you make this assumption.  
N/A
- 6. Has this project been approved by the local jurisdiction? If so, please list or attach a copy of all conditions that have been imposed on the project. (Attach a copy of these conditions and approvals received.)  
Yes
- 7. Does the applicant intend to obtain a municipal or county building permit for the project within ninety (90) days following the granting of a water connection permit? If not, when will water be needed at the site?

\*\*\*\*\*  
I declare under penalty of perjury that the information in the application and on accompanying attachments is correct to the best of my knowledge and belief.

P.L.T. Andrus 01/09/2007 MONTEREY, CALIFORNIA  
Signature of Applicant Trustee Date/Location

NOTE TO APPLICANT: You may attach written findings for the Board to review and consider in support of the action you have requested.

**Official Use Only**

Fee Received <u>\$750</u>	Receipt No. <u>20236</u>
Check No. <u>3188</u>	Bank Routing No. <u>904071</u>
Received by <u>[Signature]</u>	

(10U

MONTEREY PENINSULA  
WATER MANAGEMENT DISTRICT

5 Harris Ct. Bld G, P.O. Box 85, Monterey, CA 93940 Ph: (408) 658-5600 Fax: (408) 644-9560

Receipt Number: 20236  
Date: January 10, 2007

\*\*\*\*\* RECEIPT \*\*\*\*\*

Description	Amount Paid
Processing Fee	750.00
===== *** TOTAL *** =====	750.00 =====

Receipt Account                      Transaction    3188  
Receipt info: Design Center, LLC

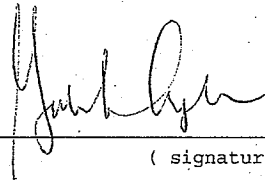
\*\*\*\*\* PAYMENT FROM: \*\*\*\*\*

Company    Design Center, LLC  
Street #     710    St. Name Redwood Avenue     PO Box #  
City         Sand City                      State CA                      Zip 93955-  
Phone #     (831)393-1800

\*\*\*\*\*

110-07

( Dated-I )

  
( signature ) G1

DESIGN CENTER, LLC  
1010 CASS STREET, SUITE B-4  
MONTEREY, CA 93940  
(831) 873-2768

FIRST NATIONAL BANK  
OF CENTRAL CALIFORNIA  
MONTEREY, CALIFORNIA 93942

90-4071/1211

3188

1/9/2007

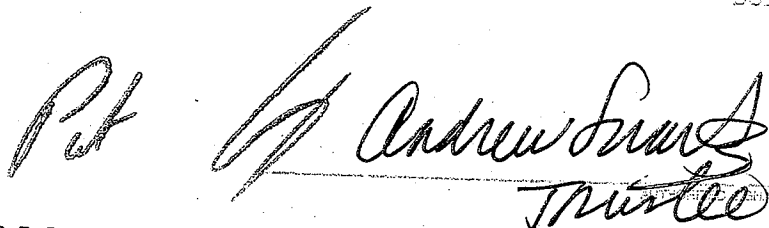
PAY TO THE ORDER OF    MPWMD

Seven Hundred Fifty and 00/100\*\*\*\*\*

\$ \*\*750.00

MPWMD

DOLLARS

  
Trustee

⑈003188⑈ ⑆121140713⑆ 0100067313⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.





Monterey Peninsula Water Management District

DISCLOSURE STATEMENT  
(EX PARTE COMMUNICATIONS)

Name or description of project, action, etc.: Design Center LLC

Names and addresses of all persons authorized to communicate with the Board of Directors on this matter:

Name	Address
<u>Fred Hintz - PM</u>	<u>710 Redwood Ave., Sand City 93955</u>
<u>Lee Safford - PS</u>	"
<u>Ken Martin - PE</u>	<u>1555 S. 7th. St., #K, San Jose 95112</u>
<u>Johnson Controls</u>	

This *Disclosure Statement* is completed in my capacity as  the Applicant for matter referenced in the first line, or as  an authorized Agent of the Applicant. My signature evidences I am duly authorized to act on behalf of all individuals and/or entities that have an ownership interest in this matter (exceptions shall be noted by checking this box  and providing a complete explanation as an attachment to this *Disclosure Statement*).

I understand this *Disclosure Statement* is required to list the names and addresses of all persons authorized to communicate with the Directors of the Water Management District on this matter. I further understand and agree to revise and amend this *Disclosure Statement* whenever any other person is authorized to communicate regarding this matter. Oral disclosure of agents shall not satisfy this requirement.

I understand and agree that failure to disclose the name of individuals who shall communicate with the District Board Members on behalf of the applicant shall subject the matter referenced above to immediate review and denial. Further, I understand that if denial is based on failure of either the applicant or of an authorized agent of the applicant to comply with these disclosure requirements, no request for approval of an identical or similar matter shall be granted for a period of twenty-four (24) months from the date this matter is denied.

I declare the foregoing to be true and correct of my own personal knowledge. I have signed this form this 9th. day of January, \_\_\_\_\_ This form is signed in the City of Sand City, State of California.

Fred Hintz  
Name (print)

[Signature]  
Signature



Monterey Peninsula Water Management District

DISCLOSURE STATEMENT  
(EX PARTE COMMUNICATIONS)

Name or description of project, action, etc.: Design Center, LLC

Names and addresses of all persons authorized to communicate with the Board of Directors on this matter:

Name	Address
<u>Fred Hintz</u>	<u>710 Redwood Ave., Sand City 93955</u>
<u>Lee Safford</u>	"
<u>Ken Martin - PE</u>	<u>1555 S. 7th. St., #K, San</u>
<u>Johnson Controls</u>	<u>San Jose 95112</u>

This *Disclosure Statement* is completed in my capacity as  the Applicant for matter referenced in the first line, or as  an authorized Agent of the Applicant. My signature evidences I am duly authorized to act on behalf of all individuals and/or entities that have an ownership interest in this matter (exceptions shall be noted by checking this box  and providing a complete explanation as an attachment to this *Disclosure Statement*).

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I declare the foregoing to be true and correct of my own personal knowledge. I have signed this form this 9<sup>TH</sup> day of JANUARY 2007. This form is signed in the City of MONTEREY, State of CALIFORNIA.

PATRICK T. CORRIGAN Andrew Suarez  
Name (print)

Patrick T. Corrigan Andrew Suarez  
Signature



**RESOLUTION NO. SC 05-38 2005**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE SALE OF  
"THE ROBINETTE PROPERTY" THROUGH A DISPOSITION AND DEVELOPMENT  
AGREEMENT (DDA) BETWEEN THE REDEVELOPMENT AGENCY  
AND THE DESIGN CENTER, LLC**

**WHEREAS**, the City Council of Sand City has duly advertized a public hearing to consider sale of the 2.68 acre property known as "the Robinette Site" located at the end of Hickory Street at its intersection with Ortiz Avenue; and

**WHEREAS**, in its deliberations of considering the sale of the Robinette Site, the City Council has reviewed all of the material in the disposition report required by Sections 33433 et seq. of the Community Redevelopment Law; and

**WHEREAS**, redevelopment of the Robinette Site into a mixed use (vertically integrated residential and commercial land uses) project is a goal of the Sand City Redevelopment Plan and the current 5 -year Redevelopment Implementation Plan; and

**WHEREAS**, the sale and redevelopment of the Robinette Site will result in the elimination of urban blight and will provide 10 units of low to moderate income housing; and

**WHEREAS**, the Design Center, LLC is prepared to enter into a development and disposition agreement that meets the goals and objectives of the Sand City redevelopment agency and the resulting development will be consistent with the Redevelopment Plan and the Sand City General Plan; and

**WHEREAS**, the consideration being offered by the Design Center LLC is not less than the fair reuse value of the property with the covenants and conditions and development costs authorized by the development and disposition agreement, particularly as it pertains to the provision of affordable rental units to low and moderate income households; and

**WHEREAS**, a mitigated negative declaration was previously adopted by the Redevelopment Agency as lead agency for the project, finding no significant impact on the environment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sand City does hereby approve the sale of the Robinette Site to the Design Center, LLC through a development and disposition agreement (DDA) that is attached hereto as Exhibit A, and incorporated herein by this reference.

SUBMITTED BY APPLICANT

Sand City Resolution No. 05-38, 2005

PASSED AND ADOPTED by the City Council of the City of Sand City this 17<sup>th</sup> day of May 2005 by the following vote:

AYES: Council members Carbone, Morris, Pendergrass

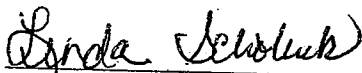
NOES: None

ABSENT: None

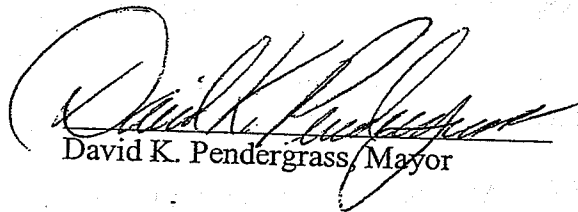
ABSTAIN: Council members Blackwelder, Hubler

ATTEST:

APPROVED:



Linda Scholink, City Clerk



David K. Pendergrass, Mayor

SUBMITTED BY APPLICANT

## ROBINETTE SITE

### DISPOSITION AND DEVELOPMENT AGREEMENT

This Robinette Site Disposition and Development Agreement made the date last written below, is by and between the Sand City Redevelopment Agency, a public agency organized and existing pursuant to the Community Redevelopment Law of the State of California and Design Center, LLC, a California limited liability company.

#### RECITALS

A. The Sand City Redevelopment Agency is organized and exists pursuant to the Community Redevelopment Law of the State of California. (California Health and Safety Code sec. 3200 et seq.).

B. The Sand City Redevelopment Plan was adopted on July 20, 1987. The Redevelopment Project Area includes that area of Sand City commonly known as the Robinette Site, located between Ortiz Avenue and the former Union Pacific Railroad right of way at the east end of Hickory Street.

C. The Robinette Site, formerly occupied by a sand processing facility and a concrete batch plant, is presently in a blighted condition.

D. The Redevelopment Plan calls for the redevelopment of the Robinette Site with a mixed-use residential and commercial development.

E. The Sand City Redevelopment Agency acquired title to the Robinette Site in 1997 for the purpose of effectuating the public purposes of redeveloping the Robinette Site with a high quality mixed-use development that includes low to moderate income housing opportunities in accordance with the Sand City Redevelopment Plan.

F. The Sand City Redevelopment Agency entered into an Exclusive Negotiating Agreement concerning the disposition and development of the Robinette Site with Design Center, LLC (then in formation) on July 28, 2003.

G. The Sand City Redevelopment Agency desires to undertake the expeditious redevelopment of the Robinette Site, with the goal of developing a distinctive, high quality mixed-use development that includes low to moderate income housing opportunities consistent with the Redevelopment Plan.

H. The Robinette Site was appraised by Hanna & Associates of Aptos, California, who determined that the fair market value of the fee simple interest to the Robinette Site as of August

30, 2003 is ONE MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$1,885,000).

I. The disposition and development of the Robinette Site in accordance with the terms of this Agreement are in the vital and best interests of the City of Sand City and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws.

NOW, THEREFORE, the parties agree as follows:

## AGREEMENT

### ARTICLE I DEFINITIONS

As used in this Disposition Agreement, the following words and phrases shall have the following meanings

- 1.1 "Agency" shall mean and refer to the Sand City Redevelopment Agency.
- 1.2 "Agreement Regarding Easements" shall mean and refer to the form of agreement attached hereto as Exhibit "A" and by this reference incorporated herein.
- 1.3 "Affordable Rental Units" shall mean and refer to the residential rental units referred to in Section 7.2.
- 1.4 "Agreement" shall mean and refer to this Robinette Site Disposition and Development Agreement including all exhibits, attachments, amendments and modifications hereto.
- 1.5 "Appraisal" shall mean and refer to the Hanna & Associates Appraisal referred to in paragraph H of the Recitals to this Agreement.
- 1.6 "Area Median Income" shall mean and refer to the area median income figure applicable to Sand City published by the California Department of Housing and Community Development pursuant to California Health and Safety Code section 50093, or successor statute.
- 1.7 "City" shall mean and refer to the City of Sand City, California.
- 1.8 "Closing" shall mean and refer to the consummation of the purchase and sale of the Robinette Site contemplated by this Agreement, the close of escrow and the delivery of possession of the Robinette Site to Design Center.

- 1.9 “**Closing Date**” shall mean and refer to the date of Closing stated in section 5.3.
- 1.10 “**CLTA Policy**” shall mean and refer to a California Land Title Association owner’s policy of title insurance.
- 1.11 “**Design Center**” shall mean and refer to Design Center, LLC, a California limited liability company.
- 1.12 “**Development**” shall mean and refer to a high quality mixed-use commercial and residential development that includes low to moderate income housing opportunities in accordance with the Sand City Redevelopment Plan as more fully described in Article VII.
- 1.13 “**ENA**” shall mean and refer to the Exclusive Negotiating Agreement made by and between the Agency and Design Center referred to in paragraph F of the Recitals to this Agreement as the same has been amended prior to the date of this Agreement.
- 1.14 “**Escrow Holder**” shall mean and refer to Old Republic Title Insurance Company, Monterey office.
- 1.15 “**Grant Deed**” shall mean and refer to the form of deed set forth in Exhibit “B”, attached hereto.
- 1.16 “**Hazardous Substances**” shall mean and refer to any substance or material which is regulated by the United States government, the State of California or any local or other governmental authority having jurisdiction and determined by such governmental entity to be capable of posing a risk of injury to public health and safety, including without limitation, any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes and toxic substances.
- 1.17 “**Lower Income Households**” shall mean persons or families whose income is not more than 80% of the Area Median Income adjusted for family size appropriate to the housing unit.
- 1.18 “**Moderate Income Households**” shall mean persons or families whose income is not more than 120% of the Area Median Income adjusted for family size appropriate to the housing unit.
- 1.19 “**Negotiating Fee**” shall mean and refer to the total amount of money paid by Design Center under the ENA.
- 1.20 “**Opening of Escrow**” shall mean and refer to the deposit with Escrow Holder of an executed copy of this Agreement in accordance with section 5.1, and the date on which that

act occurs.

1.21 **"Party"** shall mean and refer to either the Agency or Design Center.

1.22 **"Parties"** shall mean and refer to both the Agency and Design Center.

1.23 **"Permits"** shall mean all discretionary permissions from governmental authorities acting with jurisdiction necessary to construct and operate the Development, and all ministerial approvals necessary for the Development, such as building permits.

1.24 **"Preliminary Drawings"** shall mean and refer to the site plan for the Development dated January 20, 2004, and the floor plans for the main, second, third and fourth levels of the mixed-use building in the Development dated August 15, 2003.

1.25 **"Preliminary Title Report"** shall mean and refer to the Preliminary Report issued by Old Republic Title Company dated March 15, 2004 bearing order no. 0724002931.

1.26 **"Purchase Price"** shall mean and refer to the amount stated in Section 3.1 herein.

1.27 **"Redevelopment Plan"** shall mean and refer to the Sand City Redevelopment Plan adopted July 20, 1987, as the same is amended from time to time.

1.28 **"Robinette Site"** shall mean and refer to that certain real property described on Exhibit "C" attached hereto and by this reference incorporated herein.

1.29 **"Site Plan"** shall mean and refer to that certain plan of the Robinette Site entitled "Site Plan Design Center Phase One Parking" submitted as part of the application for the Development described hereinbelow.

1.30 **"Transferee"** shall mean and refer to a person or entity receiving an interest in the rights or obligations held by Design Center under this Agreement or by Design Center to the Robinette Site or any permission or permit allowing the Development.

1.31 **"Very Low Income Households"** shall mean persons or families whose income is not more than 50% of the Area Median Income adjusted for family size appropriate for the housing unit.

## ARTICLE II

### PURCHASE AND SALE

**2.1 Purchase and Sale of Robinette Site.** Agency agrees to sell to Design Center and Design Center agrees to buy from Agency all of Agency's right, title and interest in and to the Robinette Site upon the terms and conditions of this Agreement. In addition to other consideration described in this Agreement, the redevelopment of the Robinette Site with the Development is a material part of the consideration to be received by the Agency for its transfer of the Robinette Site to Design Center.

## ARTICLE III

### PURCHASE PRICE

**3.1 Purchase Price.** The Purchase Price for the Robinette Site is ONE MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$1,885,000).

**3.2 Payment of Purchase Price.** Design Center shall pay the Purchase Price to the Agency, in immediately available funds to be disbursed to the order of the Agency, at Closing.

## ARTICLE IV

### CONDITION OF ROBINETTE SITE AND POSSESSION

**4.1 Condition.** Agency represents and warrants to Design Center that to the best of its knowledge as of the date of this Agreement:

**4.1.2 Hazardous Substances.** Agency has not received any notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal notice alleging that conditions on the Robinette Site are or have been in violation of any law concerning hazardous substances. Agency has disclosed to Design Center all information, records, and studies in Agency's possession in connection with Hazardous Substances located on the Robinette Site, including but not limited to a report entitled "Soil and Ground Water Sampling 625 Elder Avenue, Sand City, California" prepared by Century West Environmental, Inc., dated April 18, 1995.

**4.1.3 No Litigation.** There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action regarding the physical condition of the Robinette Site as of the date of this Agreement.

**4.2 Possession.** Possession of the Robinette Site shall be delivered from Agency to Design Center at Closing in an "AS-IS" condition, with no warranty, express or implied by the

Agency as to the condition of the soil, its geology or the presence of known or unknown geologic faults or hazards. If the soil condition of the Robinette Site is not in all respects entirely suitable for the Development, then it is the sole responsibility and obligation of Design Center to place the Robinette Site in all respects in a condition entirely suitable for the Development, including but not limited to any remediation of the Robinette Site made necessary by the suspected, threatened or actual existence of any hazardous substances on the Robinette Site.

**4.2.1 Limited Right of Entry Prior to Close of Escrow.** Prior to close of Escrow, Design Center shall have the right of access to and entry upon the Robinette Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out the Development. Design Center agrees to indemnify, hold harmless and defend the Agency, its Directors, Officers, agents and employees, and the City, its Council members, agents and employees, and contractors and consultants of both the Agency and the City from any claims, liability, injury, damages, costs and expenses (including reasonable attorneys' fees) arising out of any activity of Design Center, its agents, employees, contractors and consultants, performed and conducted on the Robinette Site.

## ARTICLE V

### ESCROW

**5.1 Opening of Escrow.** Within twenty-four (24) hours after the execution and delivery of this Agreement, the Parties shall deposit an executed copy of this Agreement with the Escrow Holder.

**5.2 Escrow Instructions.** This Agreement constitutes joint escrow instructions to the Escrow Holder, instructing it to consummate the purchase and sale of the Robinette Site by Design Center and the Agency pursuant to the terms and conditions contained in this Agreement. Design Center and the Agency shall execute such additional escrow instructions as may be reasonably requested by the Escrow Holder, but in the event of any inconsistency between the terms of such escrow instructions and the terms of this Agreement, the terms of this Agreement shall prevail.

**5.3 Closing.** Closing shall occur on June 27, 2005.

**5.4 Prorations at Closing.** Escrow Holder shall prorate the following costs at Closing:

**5.4.1 To Agency:**

- A. All Documentary Transfer Tax;
- B. All charges by the Title Company in connection with its issuance of a CLTA Standard Policy of Title Insurance in the amount of the Purchase Price; and,



C. One-half (½) of the escrow fee charged by the Escrow Holder for the escrow services subject of this Agreement.

**5.4.2 To Design Center:**

A. The recording charges in connection with the recordation of the Deed;

B. That portion of the premium charged by the Title Company for the Title Policy in excess of the premium for a CLTA Standard Policy of Title Insurance to be paid by the Agency as provided above;

C. Any costs or charges, including surveyor's charges, necessary to prepare information required by the Escrow Holder for the issuance of an ALTA Owner's Policy of Title Insurance;

D. One-half (½) of the escrow fee charged by the Escrow Holder for the escrow services subject of this Agreement.

**5.5 Title.** At the Closing, the Agency shall convey marketable and insurable fee simple title to the Robinette Site by the Grant Deed subject only to:

A. Current real property taxes and assessments, a lien not yet payable, if any.

B. All exceptions to title listed in the Preliminary Title Report.

C. The following restrictions on discrimination:

"Grantee shall refrain from restricting the rental, sale or lease of the property subject of this grant or improvements thereon, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All deeds, leases or contracts for the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the property subject of this grant shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

"In deeds: The grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing shall run with the land."

"In leases: The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

"In contracts: There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

D. Covenants, conditions and restrictions in a form reasonably acceptable to the Agency and to Design Center which prohibit the use of any portion of the Robinette Site for park, open space or any other purpose which would form the basis for exempting the Robinette Site from property taxation under California law, without prior written consent from the Agency.

E. Covenants, conditions and restrictions in a form reasonably acceptable to the Agency and to Design Center which prohibits the voluntary or involuntary transfer or encumbrance of all or any portion of the title to the Robinette Site to the State of California or any subdivision thereof, or to any local government agency, except the City or Agency, without prior written consent from the Agency.

F. Covenants, conditions and restrictions concerning the availability of Affordable Rental Units in the Development over a period of 55 years following the date a certificate of occupancy is issued for the Development in the form attached hereto as Exhibit "D".

G. The reservation by the Agency of an easement in gross for vehicle parking structure purposes in that portion of the Subject Property generally described in as "Parking Area C" on the Site Plan. The exact location of this easement area shall be established based on the City approved site plan for the Development. Thereafter, the location can be revised by mutual agreement of the parties.

H. The reservation by the Agency of an easement in gross for outdoor public plaza purposes over the area depicted as "Plaza Area B" on the Site Plan. The exact location of this easement area shall be established based on the City approved site plan for the Development. Thereafter, the location can be revised by mutual agreement of the parties.

I. Those matters contained in the Agreement Regarding Easements attached hereto as Exhibit "A" to be recorded by the Escrow Holder concurrently with the Grant Deed.

J. The reservation by the Agency of an easement in gross for well lot and water pipeline purposes over and under that portion of the Subject Property described in Exhibit "E". The exact location of this easement area shall be established based on the City approved site plan for the Development. Thereafter, the location can be revised by mutual agreement of the parties.

**5.6 Title Insurance.** Simultaneously with the Closing, Escrow Holder shall issue an ALTA Owner's Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price, subject only to those matters listed in paragraph 5.5.

## ARTICLE VI

### CONDITIONS PRECEDENT

**6.1 Design Center's Conditions Precedent.** Design Center's obligations to consummate the purchase of the Robinette Site and to close the Escrow, are conditioned upon satisfaction of each of the Agency's obligations under this Agreement which are for the benefit of Design Center and may be waived in whole or in part by Design Center.

**6.2 Agency's Conditions Precedent.** The Agency's obligations to consummate the sale of the Robinette Site and to close the Escrow, are conditioned upon satisfaction of each of Design Center's obligations under this Agreement, which are for the benefit of the Agency and may be waived in whole or in part by the Agency.

## ARTICLE VII

### DEVELOPMENT OF ROBINETTE SITE

**7.1 Description of Development.** The City has received an application for necessary permits for the Development. The Development described in the application is a four story

mixed-use building with associated surface level parking, landscaping and plaza area on the Robinette Site, and more particularly described in the application now on file with the City. The Development shall include provision for on-site disposition of all surface water which comes onto the Site.

**7.2 Affordable Rental Units.** The Development shall include the following Affordable Rental Units:

- (1) 2 studio apartments which are affordable to Very Low Income Households;
  - (2) 4 studio apartments which are affordable to Lower Income Households;
  - (3) 2 one bedroom apartments which are affordable to Moderate Income Households;
- and,
- (4) 2 two bedroom apartments which are affordable to Moderate Income Households.

The Affordable Rental Units shall remain available for rent for a period of at least fifty-five (55) years following the date a certificate of occupancy is issued for the Development. In the event more than thirty-three (33) residential units are built on the Robinette Site, fifteen percent (15%) of such additional residential units (with a minimum of 1 unit) shall be maintained as Affordable Units available to Households of Very Low Income, Lower Income or Moderate Income, as determined by the City, and the Agreement Regarding Affordable Housing attached hereto as Exhibit D shall be amended to include such additional Affordable Unit(s).

**7.3 Affordable Rents.** The maximum monthly rent for the Affordable Units, including any tenant-paid utilities, fees or other service charges assessed by the lessor and charged to all residential tenants in the Project and any taxes based on occupancy levied on the tenant by any governmental entity ("Affordable Rent"), shall not exceed the following:

- (a) Affordable Rent charged to Very Low Income tenants shall not exceed (1/12th) of 30% of 50% of Area Median Income, adjusted for household size;
- (b) Affordable Rent charged to Lower Income tenants shall not exceed (1/12th) of 30% of 60% of Area Median Income, adjusted for household size; and,
- (c) Affordable Rent charged to Moderate Income tenants shall not exceed (1/12th) of 30% of 110% of Area Median Income, adjusted for household size.

The adjustment for household size shall be a number of persons equal to the total number of bedrooms in the housing unit, plus one.

**7.3 Agency Subsidy of Affordable Rental Units.** The Agency shall provide a subsidy

for five (5) of the Affordable Rental Units in the form of a loan to Design Center in the sum of TWO HUNDRED TWO THOUSAND ONE HUNDRED TEN DOLLARS (\$202,110). Said subsidy shall be made in the form of a credit against the Purchase Price at Closing.

**7.4 Construction.** Design Center, at its sole cost and expense, shall begin construction of the Development by December 31, 2005 and complete construction within eighteen months after it is commenced. Design Center shall be excused from either of these deadlines if its performance is directly delayed or rendered impossible by the occurrence of natural or political events beyond the control of Design Center, including, without limitation, fire, explosion, flood, storm, natural disasters or other similar events commonly referred to as 'acts of God,' war, embargo, riot, civil disturbance, acts of terrorism, or intervention of any governmental authority, provided that Design Center immediately notifies the Agency of the reason for the delay or impossibility of performance.

**7.5 Changes to Permits.** The size, density, use and general design of the Development as allowed by the City in the Permits shall not be changed without the approval of the Agency. The Agency shall not unreasonably withhold its approval of any such changes.

**7.6 Water.** The parties acknowledge that water use on the Robinette Site is presently served by the California American Water Company and is regulated by the Monterey Peninsula Water Management District ("MPWMD") and other governmental agencies. The parties understand that a credit has been issued under the rules of the MPWMD allowing up to 4.199 acre feet of water to be supplied for use on the Robinette Site, and that the City and the Agency have allocated an additional 1.0 acre foot of water for use on the Robinette Site. Until such time as a different source of water is available to the Development, the City and the Agency agree to make sufficient water available to the Development for its minimum outdoor landscaping purposes in an amount not to exceed 2.6 acre feet per year.

**7.7 Prevailing Wages for Construction.** Design Center shall cause all persons working on the construction of the Development to be paid prevailing wages for their work.

**7.8 Inspection During Construction.** Design Center shall pay the City for all costs of providing a building inspector (the "Building Inspector") appointed by the City for the construction of the Development. The Building Inspector shall report to and be responsible to the City to insure the Development is being constructed according to plans and specifications for the Development approved by the City. The Building Inspector shall also have authority to authorize changes to the Development during the course of construction which such changes do not necessitate an amendment to the approved Permits for the Development.

## ARTICLE VIII

### RESTRICTIONS ON TRANSFER

**8.1 Recognition of Redevelopment Purpose.** Design Center acknowledges that: (a) completion of the Development is important to the general welfare of Sand City; (b) substantial financing and other public assistance has been made available by law and by the government for the purpose of making the Development possible; and, (c) the qualifications and identity of the person or entity undertaking the Development are of particular concern to the community and the Agency.

**8.2 Conditions for Transfer.** No interest of Design Center under this Agreement or in title to the Robinette Site, or change in control or ownership of Design Center, shall be voluntarily or involuntarily assigned, transferred or conveyed, prior to the time the certificate of occupancy is issued by the City for the Development, without prior written approval of the Agency, which such approval shall not be unreasonably withheld or delayed if the proposed Transferee is financially qualified and has sufficient experience in the development (or after the certificate of occupancy is issued, ownership, operation and management) of developments of the type and quality required by this Agreement, and the proposed Transferee demonstrates to the reasonable satisfaction of the Agency that it can perform all the agreements, undertakings, and covenants made by Design Center in this Agreement or otherwise with regard to the Development and that the proposed Transferee can perform all of the conditions imposed on all governmental approvals for the Development. If the Agency consents to a transfer of Design Center's interest hereunder to an entity owned or controlled by Design Center, any transfer of any such ownership or control of such entity shall be deemed a transfer of an interest under this Agreement for the purposes of this Article VIII.

**8.3 Agency Review of Proposed Transferee.** To assist the Agency in determining whether or not the proposed Transferee is qualified under this Agreement, Design Center shall furnish to the Agency at no expense to the Agency, prior to any such transfer, detailed and complete financial statements of the proposed Transferee, together with detailed and complete information about the business of the proposed Transferee, including its experience in operating developments of the type and quality required by this Agreement, projections by the proposed Transferee of the sources of funds to be used for completion of the Development, together with any other information the Agency reasonably deems necessary to determine whether or not the proposed Transferee is qualified.

**8.4 Transferee's Assumption of Obligations.** Approval by the Agency of any Transferee shall be conditioned upon such Transferee's written assumption of all of the rights and obligations thereby transferred and to keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the interests being acquired by the Transferee.

**8.5 Transfers for Park, Open Space and Other Tax Exempt Purposes.** It is the intent of the Parties that the Robinette Site be used for the Development and not for park, open space or other purposes which would exempt the Robinette Site from property taxation under California law. The Parties acknowledge that the generation of property tax revenue from the Robinette Site is one of the reasons the Robinette Site is to be redeveloped with the Development under this Agreement. The Parties also acknowledge that public use of some portions of the Robinette Site in conjunction with the Development is desirable, and plans for such public access have been incorporated into the Development. Notwithstanding the foregoing provisions, Design Center and its successors in interest shall not convey any interest in the Robinette Site or any portion of the title thereto, to any public or private agency or individual for the purpose of reserving or using all or any part of the Robinette Site for park or open space purposes without the prior written consent of the Agency. If presented with a request to approve such a transfer, the Agency shall consider whether the proposed transfer will facilitate the completion and operation of the Development.

**8.6 Priority of Transfer Over Agency's Termination Rights.** Notwithstanding any other provision of this Agreement, no voluntary or involuntary transfer or conveyance of any interest in the Robinette Site or title thereto shall have priority over such termination right.

## ARTICLE IX

### AGENCY OPTION TO REPURCHASE

**9.1 Grant of Option.** At Closing, Design Center shall grant an option to the Agency to repurchase the Robinette Site from Design Center for the amount of the Purchase Price, less the credit against the Purchase Price described in Section 7.3 (the "**Agency Option**"). The Agency may exercise the Agency Option if Design Center fails to commence construction in accordance with section 7.4, and complete construction of the Development within 18 months following commencement of construction. Construction of the Development shall be deemed completed when certificate(s) of occupancy have been issued for all parts of the Development. Resale of the Robinette Site to the Agency under the Agency Option shall close within thirty (30) days after the Agency gives notice to Design Center of the Agency's election to exercise the Agency Option. The Agency Option shall be in the form attached hereto as Exhibit "E". At closing, the Escrow Holder shall record a Memorandum of the Agency Option in the form attached hereto as Exhibit "F" and by this reference incorporated herein, prior to recordation of any lien or encumbrance on title to the Robinette Site except those matters described in Section 5.5. Notwithstanding the foregoing, Agency shall subordinate its rights under the Agency Option to a deed of trust which Design Center may give to a lender as security for a construction loan for the Development; *provided, however*, that any such construction loan shall contain the usual and customary restrictions on loan advances substantially similar to those set forth in Exhibit "G"; and, *provided, further*, that Design Center shall provide Agency with a letter of credit in the amount of \$500,000 from an institutional lender in a form reasonably satisfactory to Agency which is payable by the institution to the Agency if: (a) a notice of default is recorded under a deed of trust

given to secure such construction loan; or, (b) the Agency exercises the Agency Option.

## ARTICLE X

### REMEDIES

**10.1 Failure or Delay to Perform Obligation.** Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence. Notwithstanding the foregoing, neither party shall be liable for its failure to perform any of the obligations contained in this Agreement during any period in which such performance is directly delayed or rendered impossible by the occurrence of natural or political events beyond the control of the party, including, without limitation, fire, explosion, flood, storm, natural disasters or other similar events commonly referred to as 'acts of God,' war, embargo, riot, civil disturbance, acts of terrorism, or intervention of any governmental authority, provided that the party suffering the delay or experiencing the impossibility immediately notifies the other party of the reason for the delay or impossibility of performance.

**10.2 Notice of Default.** The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**10.3 Legal Proceedings.** In addition to any other rights or remedies, either party may institute legal action seeking an order to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the State of California, in and for the County of Monterey. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**11.1 Inspection of Books and Records.** Either party has the right upon twenty-four (24) hours' notice (excluding weekends and holidays), at all reasonable times to inspect the books and records of the other party pertaining to the Development as pertinent to the purposes of this



Agreement.

**11.2 Approvals.** Except as expressly provided otherwise in this Agreement, approvals required of either party shall not be unreasonably withheld or delayed.

**11.3 Commissions.** The Agency shall not be liable for any real estate commission or brokerage or finder's fee which may arise from the entry into this Agreement or the closing of Escrow. Design Center agrees to hold Agency harmless from any claim for any such commission or fee.

**11.4 Survival of Covenants.** The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Design Center and any successor in interest to the Robinette Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City.

**11.5 Notice.** All required or permissive notices and demands given under this Agreement shall be given in writing either by personal service or by registered or certified mail return receipt requested, or for overnight delivery, postage and fees prepaid (or charged to the sender's account), when delivered to the United States Post Office, Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, as the case may be, or by facsimile transmission with a confirmation copy delivered by mail or overnight delivery as aforesaid. Notice shall be considered given on the date received by personal service or transmitted by facsimile, or the date appearing on the return receipt, but if the receipt is not returned, within three (3) days after being mailed. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

**AGENCY**

Sand City Redevelopment Agency  
1 Sylvan Park  
Sand City, CA 93955  
Attn.: Kelly Morgan, Executive Director  
Tel: (831) 394-3054  
Fax: (831) 394-2472

**DESIGN CENTER**

Mr. Al Saroyan  
710 Redwood Avenue  
Sand City, CA 93955  
Tel: (831) 393-1800  
Fax: (831) 393-2400

Mr. Pat Corrigan  
110 Cass Street  
Monterey, CA 93940

**11.5 Captions.** The captions heading the various Articles and Section of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective Articles or Sections.

**11.6 Amendment.** This Agreement may be amended or modified at any time with respect to any provisions by a written instrument executed by the Agency and Design Center.

**11.7 No Waivers.** Any waiver of the right to receive performance of any obligation under this Agreement must be expressed in a writing signed by the party who is otherwise entitled to such performance under this Agreement.

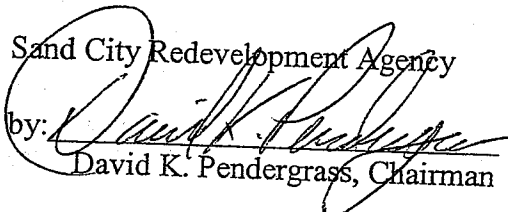
**11.8 Integration.** This Agreement constitutes the entire agreement between the Agency and Design Center concerning their rights and obligations with respect to the matters expressed herein. Any agreements or representations respecting the sale or development of the Robinette Site not expressly set forth in this Agreement shall have no effect, except for a subsequent written modification signed by the party to be charged.

**11.9 Severability.** If for any reason any portion of this Agreement shall be declared null, void, or unenforceable by a court of competent jurisdiction, it is intended that the remaining provisions of this Agreement shall continue to be valid and enforceable.

**11.10 Duplicate Originals.** This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original.

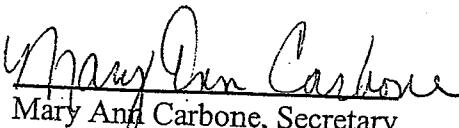
**AGENCY**

Sand City Redevelopment Agency

by:   
David K. Pendergrass, Chairman

Dated: May 17, 2005

Attest:

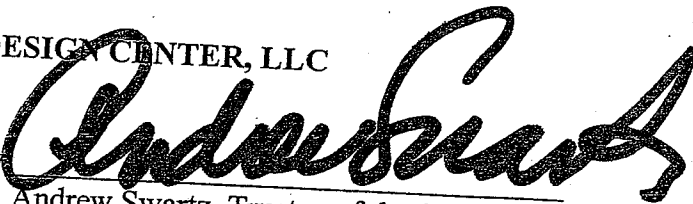
  
Mary Ann Carbone, Secretary

Dated:

5/9/05

DESIGN CENTER, LLC

by:



Andrew Swartz, Trustee of the SSIC Trust,  
Member

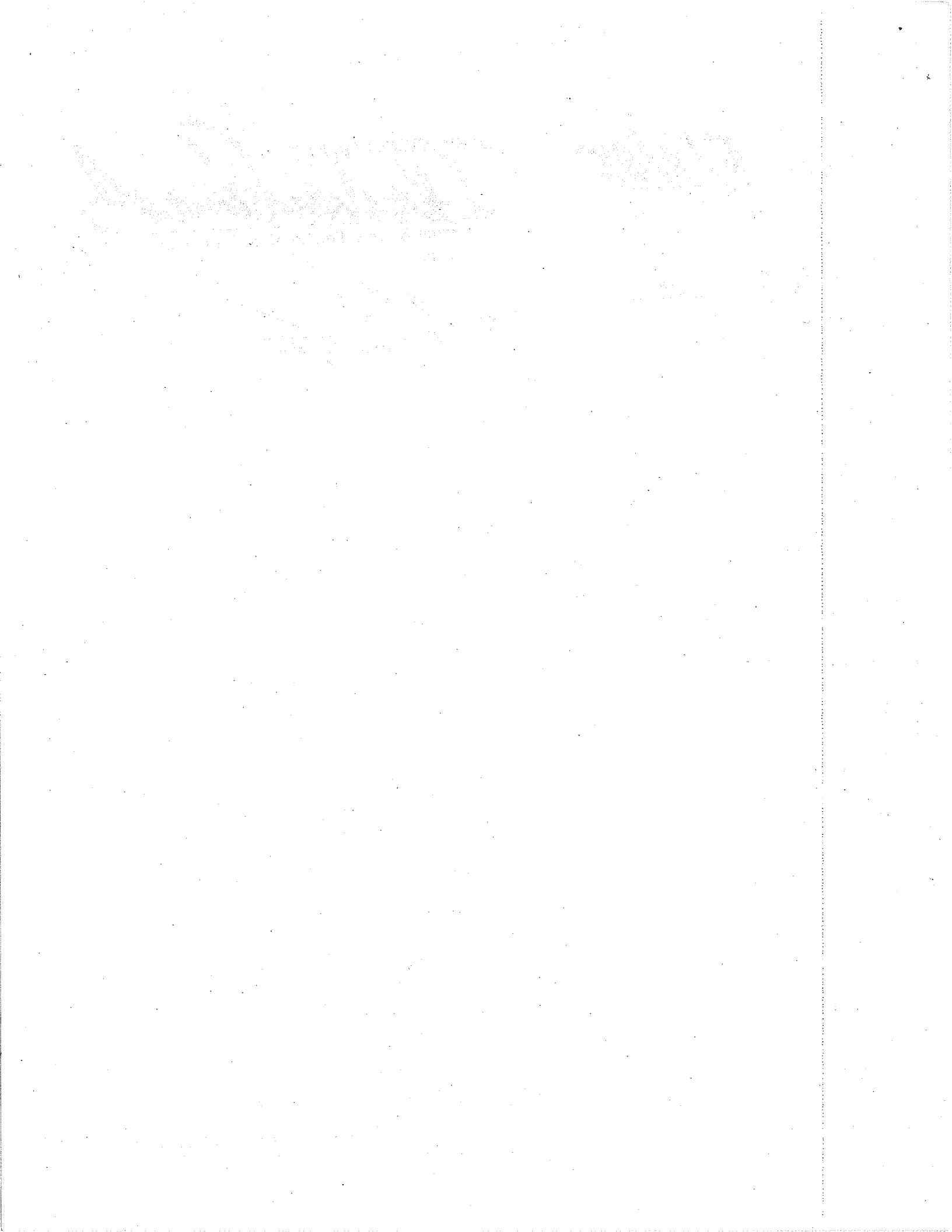
Dated:

5-10-05

by:



Patrick Corrigan, Member



Ms. Gabby Ayala  
MPWMD  
PO Box 85  
Monterey, Ca. 93942

RE: The Design Center

Dear Gabby,

2-7-07

The Design Center was designed to far exceed The State of California Title 24 design requirements. The theme was to make the building ecology friendly to the environment and above all save in energy and water consumption.

To individually meter the units would add thousands of dollars to the cost of the units and in reality create more water usage and energy consumption. Additional hot water demand would waste thousand of gallons of water per month.

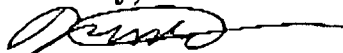
Within the design of this system we use domestic water for heating and cooling as well as hot & cold water to the individual units. It would be physically imposible to isolate and or provide a separate service to these units. It would defeat the system.

Enclosed please find a cut sheet on the metering devise for all units. This devise are electronically wired into a comprehensive software system in a main frame computer that monitors the building consumption of all utilities. In picular the system will track the consumption of each unit's domestic water usage. This devise is located in a locked closet outside each unit. The computer system can be accessed off site to see the consumption of water for each unit 24hrs per day, 7 days a week.

We would be happy to record a deed restriction on the title that states the in-line metering condition.

Should you have or need any additional information, please call.

Sincerely,

  
Fred Hintz, PM





MULTI-JETS

Toll Free: 1-800-765-6518 | www.mastermeter.com

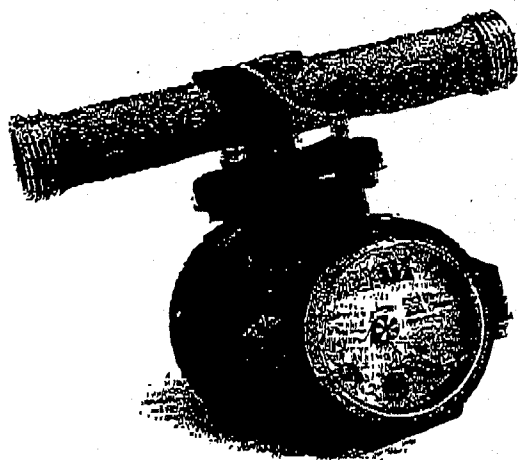


# Flexible Axis Meter

## Our Flexible Axis Meters can get you out of a tight squeeze.

The next time you're faced with a challenging residential installation, check out the Master Meter flexible axis meter (FAM). FAM flow tubes can be installed horizontally, vertically, or any angle in between. No matter where it ends up, the FAM measuring chamber remains horizontal for accurate – and quiet – operation. It can also be positioned so it is always facing up for easy reading.

To further simplify installation and reduce costs, FAM flow tubes can use standard meter couplings or solder-joint connections. And all Master Meter flexible axis meters are AMR compatible.



### FEATURES & BENEFITS

- Install At Any Angle
- Choice of Connectors
- Eliminates Expensive Copper Setters
- Meets All AWWA Standards; NSF Certified
- Accurate (and Quiet) By Design
- Electronic Reading Compatible
- Compatible with State-of-the Art Reading Systems.



### TECHNICAL SPECIFICATIONS:

#### Install At Any Angle

Installation of Flow Tube possible in any position while allowing horizontal positioning of measuring element for maximum accuracy and meter life. To further simplify installation, the Flexible Axis Meter Flow Tube can be installed either with threaded or solder-joint connections. For submetering application this eliminates the need for meter couplings, further reducing installation cost.

FAM also eliminates the need to install jumper tubes in submetering applications during construction or major renovation. The FAM Flow Tube supplied with a plug that allows water flow through the line for flushing and system pressure testing. When it is time for meter installation, just unscrew the plug and replace with the measuring element.

FAM Flow Tube poured from EnviroBrass IITM to exceed the AWWA copper-content specification, plus the low lead requirements of NSF-61 and California Proposition 65.

#### Electronic Reading

Compatible Electrical output register or DIALOG register interfaces to all of Master Meter's reading systems DIALOG on site reading, RF-LINK, T-Link, DIALOG EG and most competitive FRF AMR Systems. Optional Electrical Output register or DIALOG register supplied in the Flexible Axis Meter for users who wish to read manually at present and convert to electronic reading in the future.

See reverse side for more specifications





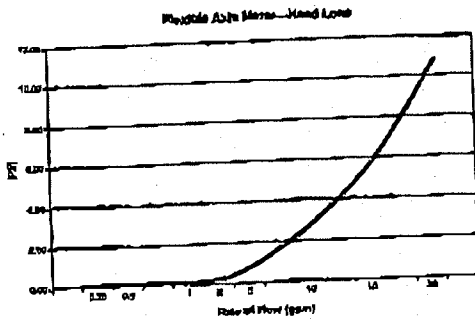
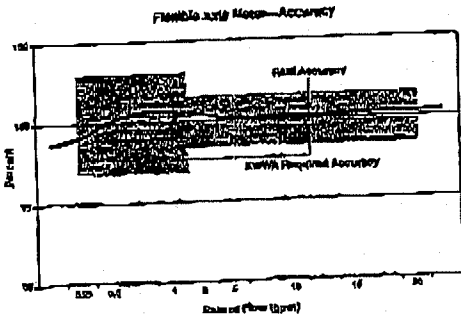
# Flexible Axis Meter

## PERFORMANCE AND MATERIALS

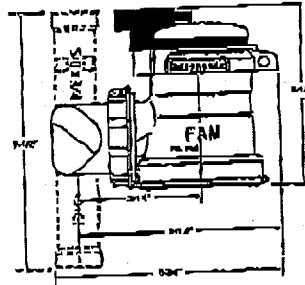
CHARACTERISTIC	Flexible Axis Meter 5/8" X 3/4"	AW/VA C-708 5/8" X 3/4"
Operating Capacity	20 gpm	20 gpm
Maximum Pressure Loss at Maximum Flow	10.9 psf	15 psf
Minimum Flow( = 3%)	1/4 gpm	1/4 gpm
Maximum Working Temperature	120° F	105° F
Nominal Pipe Size	3/4"	3/4"

Materials:	SEBLOY II, 86% copper	Copper alloy, minimum 75% copper
Main Case	Glass-reinforced Nylon	85% copper or engineered plastic
Measuring Chamber	Glass lens, stainless steel case, rubber gasket	Not specified
Register Construction		

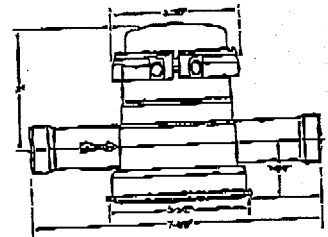
Accuracy & Head Loss Curves



Vertical Installation



Horizontal Installation



Distributed by:

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MSDS MIPAM Rev1/10/05



Master Meter, Inc. • 101 Regency Parkway, Mckinney, TX 76053  
 Toll Free: 800-765-6813 • Main Line: 972-342-8000 • FAX: 972-342-8100

www.mastermeter.com  
 info@mastermeter.com

1912

Dear Sir,  
I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the above mentioned matter. The same has been referred to the proper authorities for their consideration. I am sorry to hear that you are not satisfied with the result. I will endeavor to do all in my power to bring about a satisfactory settlement of the matter.

Very respectfully,  
Your obedient servant,  
J. H. [Name]

Enclosed for you are the documents mentioned in your letter. I am sure that they will be of some assistance to you. If you have any further questions, please do not hesitate to write me.

I am, Sir, very truly,  
Your obedient servant,  
J. H. [Name]

I am, Sir, very truly,  
Your obedient servant,  
J. H. [Name]

I am, Sir, very truly,  
Your obedient servant,  
J. H. [Name]

I am, Sir, very truly,  
Your obedient servant,  
J. H. [Name]