STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: May 13, 2025

Report Date: May 9, 2025

Agenda Title: Approval of Water Service Agreement – 555/565/575 Seymour

Street, Half Moon Bay

Recommendation/Motion:

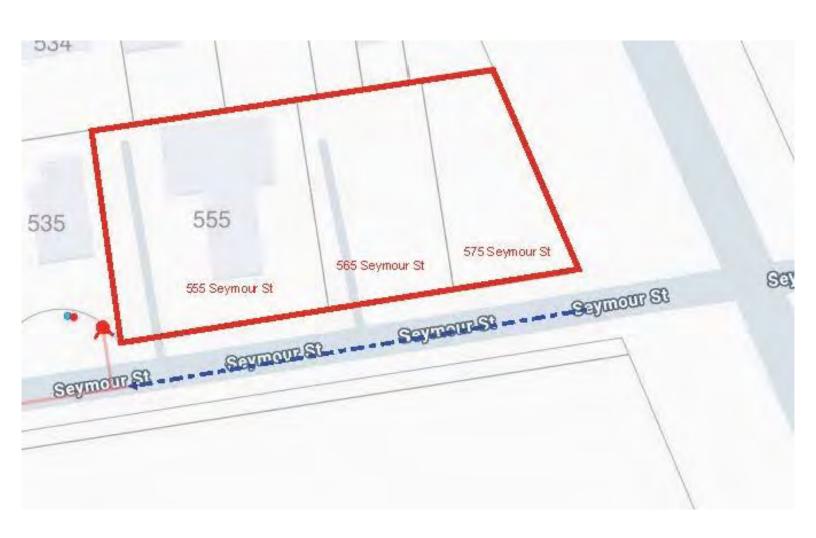
Approve the attached Water Service Agreement between the Coastside County Water District and Sara B. Clover and Jeremy D. Clover, Trustees of the Sarah and Jeremy Clover Living Trust, by and through their attorney-in-fact, Ernest J. Polati III, and Coastside Estates LLC for construction of a pipeline extension along Seymour Street in Half Moon Bay.

Background:

The attached Water Service Agreement provides for construction of a water utility system that will serve 555, 565 and 575 Seymour Street in Half Moon Bay. The Project consists of approximately 245 linear feet of 8" diameter ductile iron pipeline.

Fiscal Impact:

None. All costs for engineering review, construction inspection, meter installation, administrative support, and other District activities associated with providing water service for the subdivision are paid by the applicant.



WATER SERVICE AGREEMENT

555/565/575 SEYMOUR STREET NON-COMPLEX PIPELINE EXTENSION PROJECT

THIS AGREEMENT is made as of this _	day of, 2025, between
COASTSIDE COUNTY WATER DISTRICT ("Dis	strict"), and SARAH B. CLOVER AND JEREMY
D. CLOVER, TRUSTEES OF THE SARAH AND	JEREMY CLOVER LIVING TRUST, by and
through their attorney-in-fact, ERNEST J. POLA	TI III, and COASTSIDE ESTATES LLC
(collectively, the "Applicant").	

THE PARTIES AGREE AS FOLLOWS:

1. <u>RECITALS</u>

This Agreement is entered into with regard to the following facts and circumstances.

- A. District is a public corporation organized under the provisions of the California Water Code and is engaged in the storage, transmission and sale of water for domestic purposes within San Mateo County.
- B. Sarah B. Clover and Jeremy D. Clover, Trustees of the Sarah and Jeremy Clover Living Trust are the current owners ("Property Owners") of real property located within the geographic limits of the District known as 555 Seymour Street (APN 064-342-360) Half Moon Bay, in the County of San Mateo, State of California, which is shown on Exhibit A.
- C. By the Power of Attorney Special, recorded on June 11, 2021, with the County of San Mateo Assessor-County Clerk-Recorder, 2021-089932, which is attached as Exhibit B, the Property Owners appointed Ernest J. Polati, III as their attorney-in-fact in connection with the provision of water service to 555 Seymour Street, including the relocation of the existing water meter and entering into this Agreement.
- D. Applicant, Coastside Estates LLC, also owns two parcels adjacent to the Property (APN 064-342-370 and APN 064-342-380), as shown on Exhibit C, and it will be necessary to provide water service to those two parcels as they are developed. APN 064-342-360, APN 064-342-370, and APN 064-342-380 are collectively, the "Property."

- E. Parcel 064-342-360 (555 Seymour Street) is developed and has an existing 5/8-inch water meter with a ¾" service assigned to 064-342-360. The location of this meter is on Magnolia Street. This main line extension is required so that the meter can be relocated from Magnolia Street to Seymour Street and conform with current District standards and regulations. The existing non-conforming water service on Magnolia Street will be abandoned.
- F. Applicant has purchased, and has the right to install, one five-eighth inch (5/8") Non-priority water connection assigned to APN 064-342-370 (565 Seymour Street) and one five-eighth inch (5/8") Non-priority water connection assigned to APN 064-342-380 (575 Seymour Street).
- G. Applicant has obtained all permits and approvals necessary to construct a single-family residence on APN 064-342-370 and a single-family residence on APN 064-342-380, and to relocate the existing 5/8-inch water meter from Magnolia Street to 555 Seymour Street (the "Project").
- H. Applicant has requested the installation of the following: (1) an eight-inch diameter ductile iron pipeline extension approximately two hundred and forty-five (245) feet in length; (2) three, three quarter (3/4) inch domestic services; and two one-inch fire service connections; and (3) all related appurtenances (collectively, the "Project Utility System").

2. APPROVAL OF PROJECT UTILITY SYSTEM

The Project Utility System, as defined below, shown on and described in the plans prepared by Sigma Prime Geosciences, Inc., dated February 26, 2025 (collectively, the "reviewed submittal documents") have been approved by Jonathan Sutter P.E. (of EKI), Consulting District Engineer. Copies of the reviewed submittal documents are incorporated herein by this reference as Exhibit D. The Project Utility System includes the requirements specified in the District's request for a waiver for crossing beneath a storm drain pipeline from the State Water Resources Control Board Division of Drinking Water (SWRCB DDW), and the SWRCB DDW approval of the waiver, as set forth in the documents that are incorporated as Exhibit E.

"Project Utility System" means the water mains, service lines, fittings, valves and housing thereof, fire hydrant, manholes, and all appurtenances thereto, as depicted and

described in the reviewed submittal documents. The Project Utility System does not include the water mains on the Applicant side of the meter or the backflow prevention devices, all of which will be owned and maintained by Applicant.

3. INSTALLATION

- A. Applicant shall commence installation of the Project Utility System no later than three (3) months, subject to extension for force majeure events not the fault of Applicant, after the date of this Agreement and shall complete its installation within twelve (12) months after the date of this Agreement. If installation is not commenced or completed by such dates, the District may terminate this Agreement, unless the delay is solely attributable to events, such as fire, flood or earthquake, which are beyond the control of, and not the fault of, Applicant.
- B. Applicant shall install the Project Utility System in accordance with (1) the location and sizes shown on the reviewed submittal documents identified in Section 2; (2) the District's "Standard Specifications and Construction Details," a copy of which has previously been furnished to Applicant; and (3) the further reasonable directions of the District Engineer.
- C. Applicant shall obtain an encroachment permit from the City of Half Moon Bay specific to the Project Utility System. Encroachment permit will not contain items not related to the Project Utility System.

4. SUBMITTAL OF PROPOSAL FOR REVIEW AND APPROVAL BY DISTRICT.

Applicant is responsible for obtaining a proposal for construction of the Project from a licensed, qualified contractor to construct the Project ("Proposal"). The contractor shall possess a valid California Contractor's License (Class A or C34). The contractor shall have satisfactorily completed construction of a minimum of 5 similar pipeline projects, and shall, if requested, submit a list of these projects together with the telephone number of the owner's representative who can be contacted regarding the work. Prior to commencement of construction, Applicant shall furnish a copy of the Proposal, along with evidence satisfactory to the District that the

contractor possesses the necessary license and experience to construct the Project Utility System.

5. <u>INSPECTION; CONSTRUCTION</u>

- A. Prior to commencing construction, Applicant shall furnish to the District Engineer, at Applicant's expense, a report by a competent soils engineer or soils laboratory indicating that the compaction of the fills within which said facilities are to be installed is at least equal to ninety-five percent (95%) compaction, as that phrase is defined in the latest edition of the Standard Specifications, State of California, Department of Transportation, or meets such other criteria as the District Engineer may prescribe.
- B. Applicant shall notify District in writing at least ten (10) days in advance of the proposed starting date for construction and shall not commence construction unless the District Engineer or other authorized District inspector is at the site of the work when construction begins. District agrees to make the District Engineer or other authorized District inspector available to be on site, provided the ten (10) days advance notice is given by Applicant. If construction is not continuous, District shall be notified at least forty-eight (48) hours in advance of the resumption of construction. Any work performed without notice to District may be rejected by District on that ground alone. The District Engineer will observe and inspect facilities solely to protect the interests of the District and to determine whether the completed work is acceptable to District and can be incorporated into the District system. The District does not assume thereby any responsibility for the operations or safety practices of Applicant. Applicant is responsible for correct location of all facilities which it installs. The District Engineer will not inspect facilities installed "downstream" of the individual meter boxes.
- C. Applicant shall permit District's employees and authorized representatives to inspect the Project Utility System, and the plans and materials therefore, at any reasonable time before, during, or after installation.
- D. Applicant shall repair at its expense (or, at the option of District, shall reimburse District for the actual cost of repairs effected by it) any damage to District property caused by Applicant, its agents, employees, or contractors in constructing the Project Utility System.

6. PAYMENT OF FEES AND CHARGES

The Applicant will pay applicable fees and charges as follows:

- A. <u>Transmission and Storage Fees</u>. None Due. Parcel 064-342-360 is already developed, and no additional capacity is required at this time. Applicant has previously paid for transmission and storage fees for a five-eighth inch (5/8") non-priority water service connection for both APN 064-342-370 and 064-342-380.
- B. <u>Water Meter and Water Meter Installation Fees</u>. None Due. Applicant will be billed separately for actual cost of the required meters at the time of the building permitting plan review and meter installation for each parcel, including relocation and reinstallation for the installed meter for 555 Seymour Street.
- C. <u>Initial Filing Fee</u>. None due. The District acknowledges receipt of a non-refundable initial filing fee in the amount of \$500.
- D. <u>Plan Check and Construction Inspection Fees.</u> Concurrently with the execution of this Agreement, Applicant will pay a deposit in the amount Ten Thousand Dollars and no cents (\$10,000.00), which is the amount due for the District staff and Engineer's costs in reviewing final plans, inspecting the construction of the Project Utility System, modifications of water system maps, and administrative, legal, and auditing costs. A final accounting will be performed prior to acceptance of the Project Utility System. Applicant shall pay additional fees if the deposit does not cover District costs for providing these services.
- E. <u>Total Payment Due with Agreement</u>. The total payment due concurrently with the execution of the Agreement shall be Ten Thousand Dollars (\$10,000.00), which represents the sum of fees listed in paragraphs A, B, C and D above.

7. BONDS

Prior to commencement of construction, Applicant shall furnish to District the following bonds:

A. A Payment Bond in the amount of 100% of the Proposal amount, to guarantee payment of the obligations referred to in Section 3248 of the Civil Code;

- B. A Performance Bond in the amount 100% of the Proposal amount, to guarantee faithful performance of the terms of this Agreement; and
- C. A Maintenance Bond in the amount of 10% of the Proposal amount, to guarantee against defective materials and faulty workmanship for a period of two (2) years from and after the acceptance of the Project Utility System by District.

The bonds shall be in a form satisfactory to District. The surety or sureties must be qualified to do business in California. If any of the sureties, in the sole opinion of District, is or becomes irresponsible, District may require other or additional sureties which Applicant shall furnish to the satisfaction of District within ten (10) days after notice from District. In default thereof, District shall be released from all obligations under this Agreement. No prepayment or delay in payment and no change, extension, addition, or alteration or any provision of this Agreement or in the approved submittal documents referred to in Section 2, above, and no forbearance or acceptance by or on the part of District shall operate to release any surety from liability on a bond.

8. <u>INDEMNITY</u>

- A. District shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property (or other loss or liability) arising from the performance or failure to perform the obligations set forth in this Agreement and the installation of the Project Utility System by or on behalf of Applicant.
- B. Applicant, on its behalf and on behalf of its successors in interest, hereby agrees to waive any claims against District arising from or related to the events and activities described in Subsection A, above, and to indemnify, defend and hold harmless the District, its directors, officers, employees, and agents from and against any and all liability for the death of or injury to any person and for the loss of, or damage to, any property (including the loss of its use) which may arise from such events and activities. The agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

9. INSURANCE

A. Applicant or its construction contractor shall, at its cost, maintain in full force and effect during the period beginning with commencement of construction of the Project

Utility System and terminating no earlier than thirty (30) days after completion thereof and approval by District for its connection with the District's distribution system, a policy or policies of liability insurance, as follows:

- 1. General Liability Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Coastside County Water District) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. The General Liability and Automobile Liability policies shall insure District as an additional insured against any and all liability for the death of or injury to any person and for the loss of or damage to any property which may arise by reason of acts done or omitted to be done as a result of the installation of the Project Utility System by or on behalf of Applicant and shall further insure District against any and all costs and expenses, including attorney's fees, which District may incur in resisting any claim which may be made against District for any such injury or damage.

B. Each such policy shall:

- 1. be issued by an insurance company or companies qualified to do business in California and approved in writing by District;
- 2. name District, its Directors, officers, agents and employees, as additional insureds;
- 3. specify that it acts as Primary Insurance; the insurer being liable thereunder for the full amount of any loss up to and including the total limit of liability without right of contribution from any insurance effected by District;

- 4. provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to District (or Applicant shall provide this written notice to the District); and
 - 5. Otherwise be in form reasonably satisfactory to District.
 - Workers' Compensation Insurance -. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Coastside County Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Coastside County Water District; this provision applies regardless of whether or not the Coastside County Water District has received a waiver of subrogation from the insurer. In addition, the policy shall provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to District (or Applicant shall provide this written notice to the District).
 - 5 Copies of all policies required above (or Certificates of Insurance satisfactory to District) shall be delivered to District at least ten (10) days prior to commencement of construction of the Project Utility System.

10. SIZING OF INTERIOR PLUMBING; WATER PRESSURE

A. Applicant acknowledges that the District's system in the area of the Project meets the District's minimum water pressure requirements, but is subject to low water pressure conditions. District recommends that Applicant consider the low water pressure conditions in designing the interior plumbing of Project residences. It is Applicant's responsibility to ensure sufficiency of water flow and pressure at all fixture units in each residence; District shall have no responsibility to inspect the installation of interior plumbing fixtures or piping.

B. Applicant agrees to inform the future owners and occupants of the Project of the low water pressure conditions that exist at the Project and to advise future owners and occupants of the Project that installing additional or larger water fixtures may reduce the already low water pressure condition.

11. CONVEYANCE OF TITLE TO PROJECT UTILITY SYSTEM

Full right, title and interest in and to all elements of the Project Utility System installed pursuant hereto will be granted to District upon written notice of acceptance thereof by District and without the necessity for any further action by Applicant. There shall be no obligation upon District to pay or reimburse to Applicant any part of the cost of Project Utility System. Applicant warrants that upon such passage of title to District, the title shall be free and clear from any and all mechanics and materialmen liens that could arise from construction of the Project Utility System, charges and encumbrances whatsoever. The water meters described in Section 2, above, are and will remain the property of District.

12. ACCEPTANCE BY DISTRICT

District shall accept the Project Utility System when all of the following conditions have been met: (1) completion of the Project Utility System; (2) certification by Superintendent and or District Engineer upon completion that the Project Utility System has been constructed in accordance with this Agreement; (3) furnishing by Applicant of evidence that it has paid all costs incurred in constructing the Project Utility System; (4) certification that the district has completed all required final inspections for 555 Seymour, 565 Seymour and 575 Seymour; (5) performance by Applicant of all of its obligations under this Agreement which are to be completed prior to acceptance of the Project Utility System, including payment of all sums due the District; and conveyance of all easements; and (6) furnishing by Applicant of one electronic set of drawings of the completed improvements showing "as-built" conditions.

Upon acceptance, and payment for the cost of meter installation, District shall provide water utility service to the Project.

Upon acceptance, Applicant shall be relieved of all future obligation to maintain the Project Utility System, subject to its obligation to repair defects, which obligation is secured

by the maintenance bond provided for in Section 7.C., for the duration of the term of such bond (i.e., two years after acceptance).

13. EXECUTION AND PERFORMANCE OF AGREEMENT

Execution of this Agreement is a condition precedent to issuance by District of any letters, approvals, consents, or communications to any state, municipal, local or other public bodies regarding the availability of water service to the Property from the Project. Full performance of and compliance with each and every term of this Agreement by Applicant is a condition precedent to water service by District.

14. <u>DISTRICT REGULATIONS</u>

Applicant shall at all times abide by and faithfully observe any and all District ordinances, resolutions, rules and regulations presently in effect, including current fee schedules, or which may hereafter be enacted or amended from time to time, including but not limited to Regulations Regarding Water Service Extensions and Water System Improvements; Engineering and Construction Standards; Approved Materials (codified through Resolution No. 2003-11, March 2004), a copy of which has previously been furnished to Applicant.

15. ASSIGNMENT

Applicant's rights under this Agreement may be assigned only in connection with a sale or conveyance of the Property. No such assignment shall be valid or binding on the District unless the assignee executes a written instrument, in form and substance satisfactory to District, assuming all of Applicant's obligations under this Agreement, which have not been fully performed as of the date of assignment. Such assignment shall not release Applicant from any of its obligations to District under this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. If the Applicant or a permitted successor or assign shall disincorporate, forfeit its articles or right of incorporation, or otherwise fully terminate without a successor or assign, District shall as of the date of disincorporation, forfeiture or termination own the Project Utility System free and clear of any obligation to any party.

16. <u>NOTICE</u>

Any notice required by this Agreement shall be satisfied by a notice in writing, either delivered personally or sent by regular or certified mail, postage prepaid, and addressed as follows:

District: Coastside County Water District

766 Main Street

Half Moon Bay, CA 94019

Attention: Mary Rogren, General Manager

Applicant: Coastside Estates LLC

Ernest J. Polati III 577 Rocky Way

Woodside, CA 94062

17. CONSTRUCTION OF AGREEMENT

Both parties have participated in preparing this Agreement. This Agreement shall be construed reasonably and not in favor of or against either party hereto on the grounds that one party prepared the Agreement.

18. ENTIRE AGREEMENT

This Agreement, including the Exhibits which are hereby incorporated by reference, contains the entire agreement between the parties hereto. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

19. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California. Except as expressly provided for herein, this Agreement is not intended to, and does not, modify the District's rights to exercise the legislative discretion accorded to it by the laws of California. Any lawsuit related to this Agreement shall be commenced and prosecuted in the County of San Mateo, State of California.

20. AMENDMENT

Any amendment hereof, including any oral modification allegedly supported by new consideration, shall not be effective unless reduced to a writing signed by both parties.

21. <u>AUTHORIZED SIGNATURE</u>

The individuals whose names are subscribed to this Agreement represent that they are authorized to act on behalf of the party for whom they sign.

22. <u>TIME</u>

Time is of the essence of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

COASTSIDE COUNTY WATER DISTRICT

By:_			
F	President, Board of Direc	tors	
By:			
S	Secretary to the District		

APPLICANTS:

SARAH B. CLOVER AND JEREMY D. CLOVER, TRUSTEES OF THE SARAH AND JEREMY CLOVER LIVING TRUST $% \left(1\right) =\left(1\right) \left(1$

By:
Ernest J. Polati III, Attorney-in-Fact for
Sarah B. Clover and Jeremy D. Clover, Trustees of the Sarah and Jeremy Clover Living Trust
COASTSIDE ESTATES LLC
By:
Ernest J. Polati, Jr., Trustee of the Survivor's Trust created under The Polati 1996 Trust dated January 3, 1996
By:
Ernest J. Polati, III, Trustee of the Polati Trust dated July 29, 2009
By:
Ryan E. Whelen

EXHIBIT A





EXHIBIT B



RECORDING REQUESTED BY:

Charles H. Rible, Esq.

WHEN RECORDED MAIL TO:

Charles H. Rible, Esq. 3130 La Selva Street, Suite 307 San Mateo, CA 94403

2021-089932 CONF

10:42 am 06/11/21 PA Fee: 104.00 Count of pages 5 Recorded in Official Records County of San Mateo Mark Church



PARCEL A OF PARCEL MAP RECORDED JUNE 4, 2021, IN VOLUME 85 OF PARCEL MAPS, PAGES 92-93, FILE NO. 2021-900061, OFFICIAL RECORDS OF SAN MATEO COUNTY. (FKA: A PORTION OF 064-342-350)

(Space above for Recorder's Use Only)

POWER OF ATTORNEY - SPECIAL

We, the undersigned, who reside at 555 Seymour Street, Half Moon Bay, California, hereby appoint Ernest J. Polati, III of Woodside, San Mateo County, State of California, as our attorney-in-fact to act in our name, place and stead to do the following:

- To apply for and obtain permits related to water, gas, electric, sanitary sewer and stormwater treatment matters for our property;
- To execute, notarize and deliver any documents reasonably required by the City of Half Moon Bay, Coastside County Water District, or PG&E, related to the development of real property, or relocation of services, on Seymour Street, Half Moon Bay, California owned, or previously owned by Coastside Estates LLC, or its affiliated members;
- To make, do, and transact all and every kind of business of whatever nature and kind whatsoever for us and in our name to allow Coastside Estates LLC, or its affiliated members, to complete the development of its real property, or the relocation of services, on Seymour Street, Half Moon Bay, California.

We further grant to our attorney in fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, including the full power of substitution and revocation, and ratify every act that he may lawfully perform in exercising those powers.

This power of attorney is required for Coastside Estates LLC, or its affiliated members, to complete improvements, or the relocation of services, to our real property and the other real property owned by Coastside Estates LLC, or its affiliated members, on Seymour Street, Half Moon Bay, California. This power of attorney is coupled with an interest and it is irrevocable and we remove all right to revoke it or to appoint another person to perform the acts referred to in this instrument.

Each and all of the powers herein granted shall be exercised by our attorney-in-fact as to our property at 555 Seymour Street, Half Moon Bay, California, described as set forth in Exhibit A, attached hereto and made a part hereof.

Executed on the date set forth below.

SARAH B. CLOVER AND JEREMY D. CLOVER, TRUSTEES OF THE SARAH AND JEREMY CLOVER LIVING TRUST

BY:

JEREMY D. CLOVER, TRUSTEE

DATE

BY:

SARAH B. CLOVER, TRUSTEE

DATE

ACKNOWLEDGMENT

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

State of California County of San Mateo)		
on 10th day of June 2021 Janves K Han	before	me,
Notary Decemy D. Clover and Sarah B satisfactory evidence to be the person(s) instrument and acknowledged to me that authorized capacity(ies), and that by his person(s), or the entity upon behalf of which	personally Cloves, who proved to me on to whose name(s) is/are subscribed to he/she/they executed the same in he/she/their signature(s) on the instress.	appeared the basis of the within is/her/their rument the
I certify under PENALTY OF PERJURY use foregoing paragraph is true and correct.	inder the laws of the State of Californ	nia that the
WITNESS my hand and official seal.		
Signature	(Seal)	

James K. Han

COMM. 2304795

NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY

My commission expires October 8, 2023

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP: AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES.

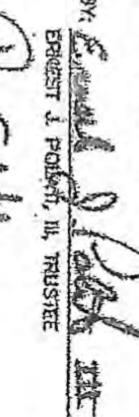
WE HEREBY RESERVE THAT AREA SHOWN AS PRIVATE STORMWATER EASEMENT ON SAID MAP FOR INSTALLATION AND MAINTENANCE OF UTILITIES FOR THE EXCLUSIVE BENEFIT OF PARCELS A-C, INCLUSIVE. STORM DRAIN

WE ALSO RESERVE THAT AREA SHOWN AS "PRIVATE SEWER EASEMENT" FOR THE INSTALLATION AND MAINTENANCE OF SEWER UTILITIES WITHIN PARCEL B FOR THE EXCLUSIVE BENEFIT OF PARCEL C.

ERNEST J. POLATI JR., TRUSTEE OF THE SURVIVOR'S TRUST CREATED UNDER POLATI 1996 TRUST DATED JANUARY 3, 1996, MANAGING MEMBER COASTSIDE ESTATES, ILC, A CALIFORNIA LIMITED LIABILITY COMPANY,



MANAGING MEMBER POLATI DATED JULY 20,



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OWNER'S ACKNOWLEDGEMENT

WHELEN, MANAGWO WEMBER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

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APPEARED

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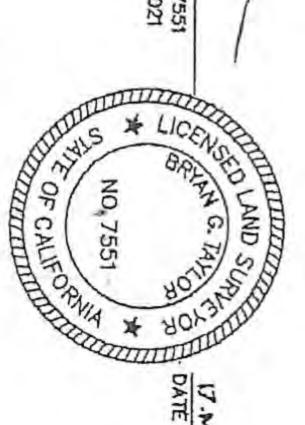
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OFFICIAL SEAL



YOR'S STATEMENT

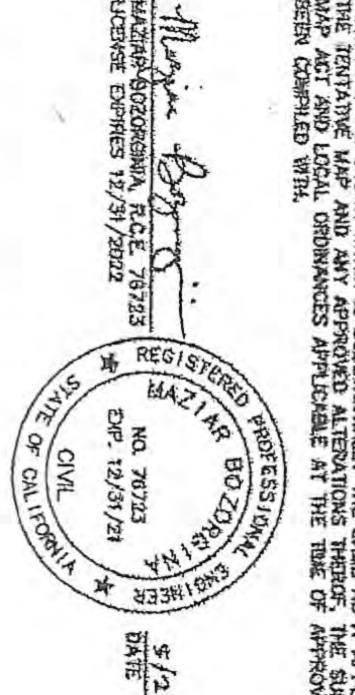
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MARCET AND LOCAL ORDINANCES AT THE REQUEST OF THE OWNER IN JANUARY 2021, HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



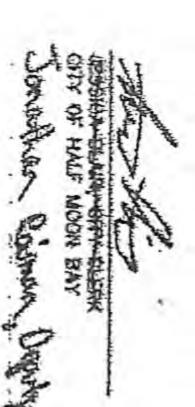
BRYAN G. TAYLOR, LS. \$7551 LICENSE EXPIRES 12/31/2021

ENGINEER'S STATEMENT

HAVE EXAMENED THIS MAP AND FOUND IT TO BE TECHNICALLY SUBDIVISION AS SHOWN WITHIN IS SUBSTANTIALLY THE SAME AS THE TENTATIONS THEROF, MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TENE OF SELEN COMPILED WITH.



CITY CLERKS STATEMENT HEREBY CERTIFY THAT THE CITY COUNCIL OF S SAID CITY APPROVED STATE OF 2021.



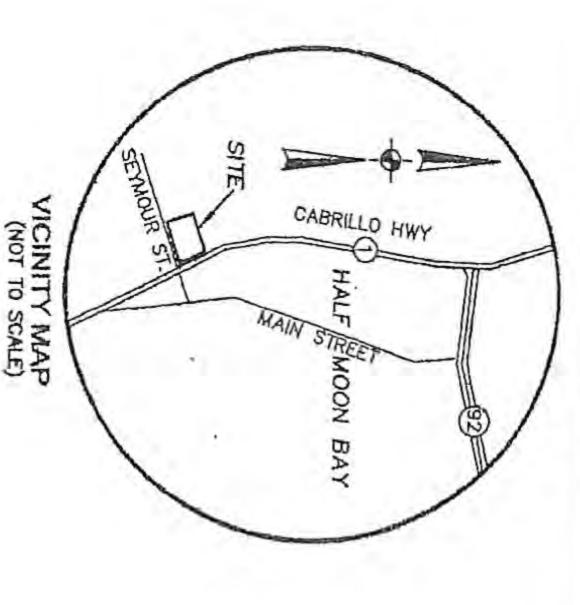
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CITY SURVEYOR'S STATEMENT

THIS PARICE, WAP HAS BEEN REVIEWD AND FOUND TO BE TECHNICALLY CONFECT AND IN CONFICHMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION WAP ACT AND LOCAL DEBRANCES.





INTY RECORDER'S STATEMENT

2021-900061 \$86

4:00 punter in volume... PLED FOR RECORD THIS RECORDS OF THE COUNTY OF SAM MATEO, STATE OF CALIFORNIA, of coasisme estates, ill 4th BAY of OF PARCEL MAPS, AT PAGE(S). anul AT 2021, AT 2021, AT 92-93 THE RECUEST

MARK CHURCH, SAN MATEO COUNTY RECORDER

BY: / U. RECORDER /s/ Minh Nguyen

BASIS OF BEARINGS:

THE BEARING, SOUTH OSTISSO" EAST, OF THE MONUMENTED CENTERLINE OF THRO AVENUE, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY WHICH WAS FILED FOR RECORD IN VOLUME 28 OF ILS WAPS PAGE 14 ON WARCH 30, 2004, SAN WATED COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

NOTES:

SUBJECT PROPERTY SUBJECT TO TRAFFIC RESTRICTION OVER THE SIDELINES HIGHWAY I AS SHOWN ON SHEET 2 OF THIS HAP.

SUBJECT PROPERTY SUBJECT TO DEED RESTRICTIONS PER PLANSHING COMMISSION RESOLUTION POR APPROVAL POP-20-014, EXCIDENT B COMMISSION NOVEMBER 24, 2020.

DISTANCES SHOWN ARE IN PLET AND DECIMALS THEREOF. A WAIVER OF CLAUMS FOR FREEWAY PEN BOOK 2230 O.R. PAGE 565.

PARCEL

THE LANDS OF COASTSIDE ESTATES, PER DOC. NO. 2018-079994 O.R. CONSISTING OF TWO (2) SHEETS CHC

SCALE: NONE SAN WATED COUNTY 公司 1 13到沿 CALLFORNIA



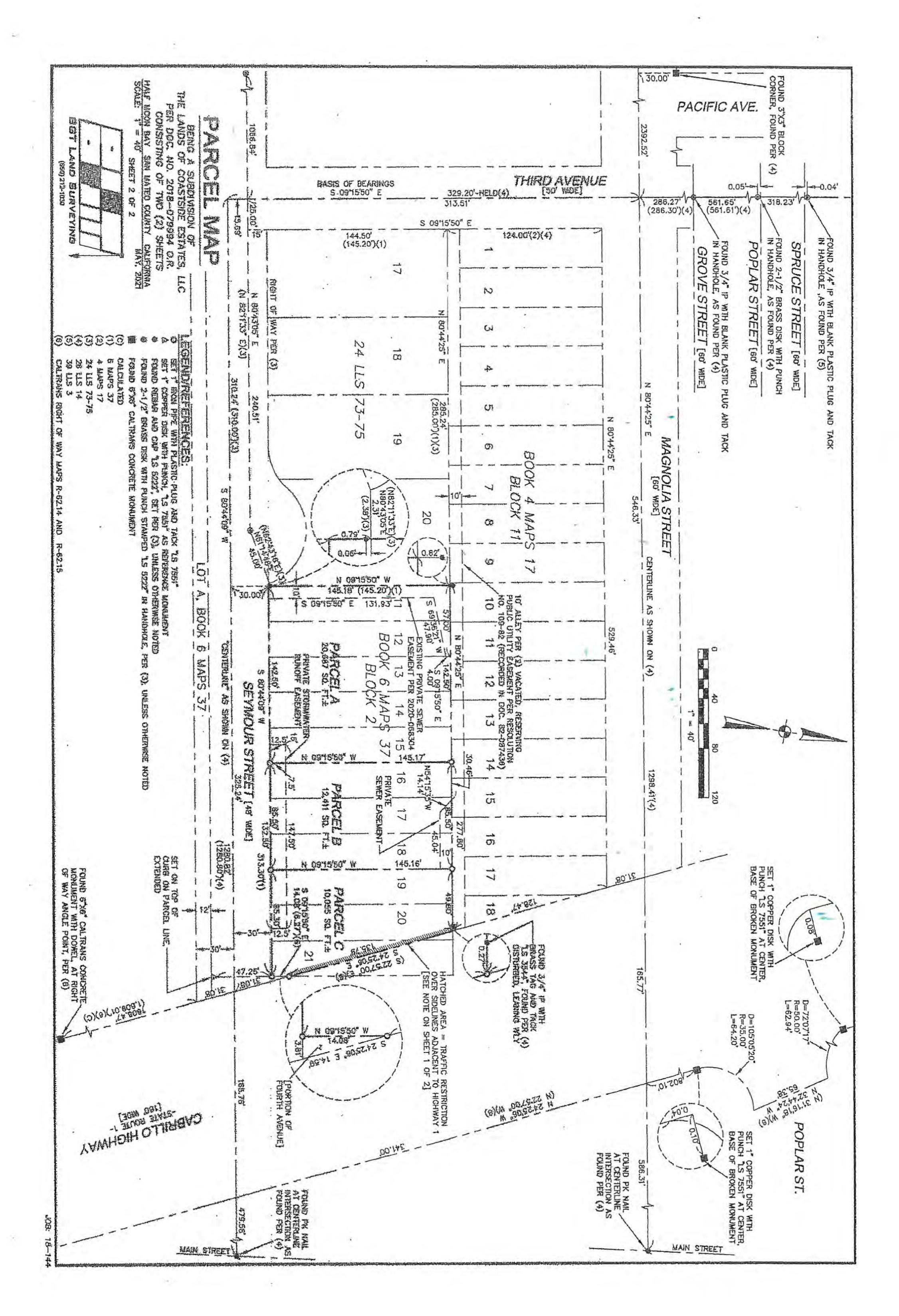


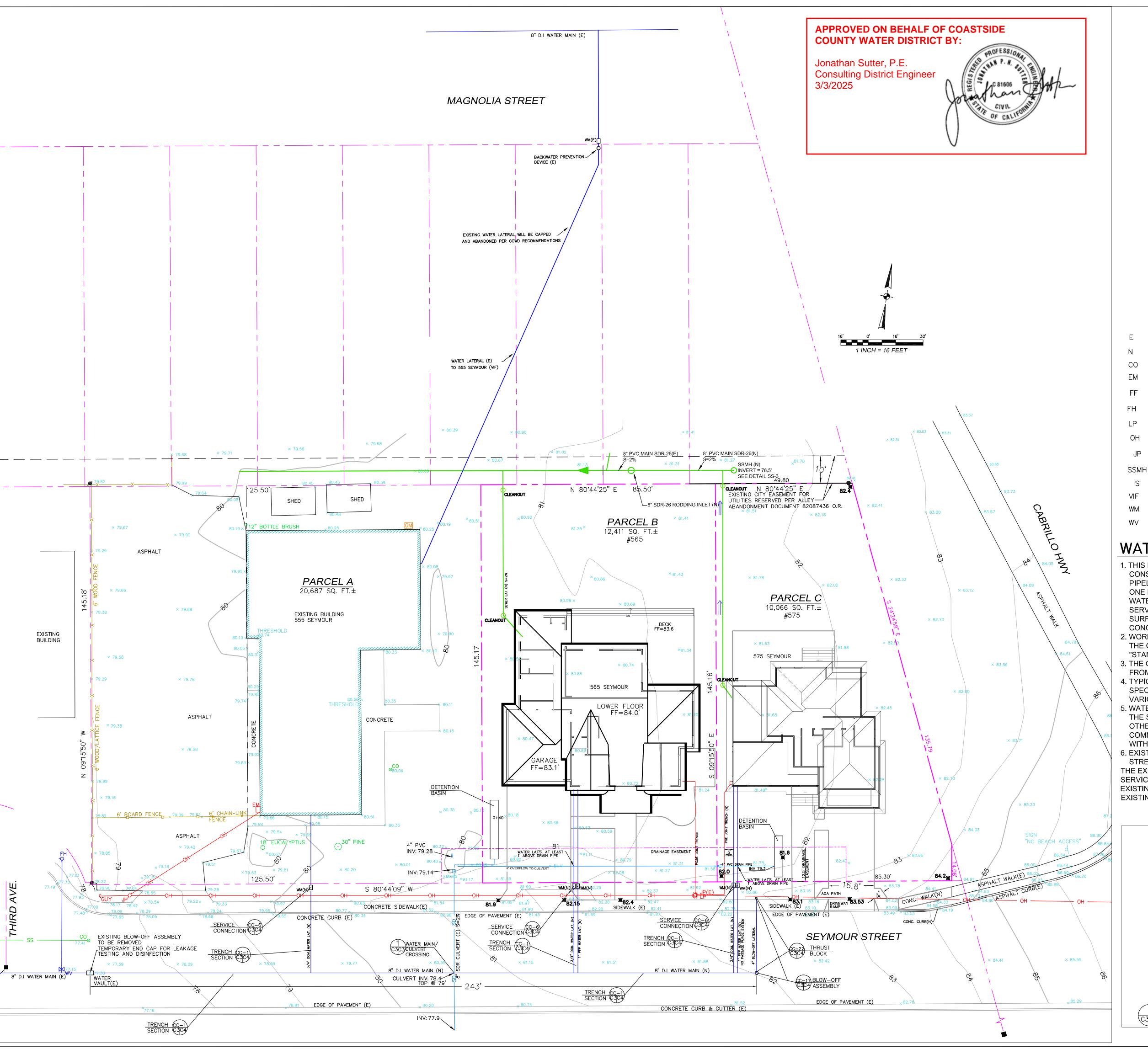
EXHIBIT C





EXHIBIT D







LOCATION MAP (Not to Scale)

GENERAL NOTES

PLANS PREPARED AT REQUEST OF:
 COASTSIDE ESTATES LLC, OWNER
 ELEVATION DATUM: NAVD 88
 SITE SURVEYED BY BGT LAND SURVEYING, OCT. 2018.

PROPOSED SPOT ELEVATION

4" MIN SOLID PVC DRAIN PIPE

SECTION OR DETAIL IDENTIFICATION

REFERENCE SHEET No.

FROM WHICH SECTION

SECTION AND DETAIL CONVENTION

LEGEND

4. THIS IS NOT A BOUNDARY SURVEY.

81.43 EXISTING SPOT ELEVATION

EXISTING

N NEW OR PROPOSED

CO CLEAN-OUT

EM ELECTRIC METER

FF FINISHED FLOOR ELEVATION

FH FIRE HYDRANT

LP LAMP POST

OH OVERHEAD LINES

JP JOINT POLE

SSMH SANITARY SEWER MANHOLE

S SLOPE

3 32012

VIF VERIFY IN FIELD

WM WATER METER

WV WATER VALVE

WATER MAIN NOTES

1. THIS PUBLIC WORKS CONTRACT CONSISTS OF, IN GENERAL, CONSTRUCTING 243 FEET LINEAR FEET OF 8 INCH DUCTILE IRON PIPELINE; ONE EIGHT INCH SIZE BLOW-OFF ASSEMBLY AND REMOVAL OF ONE EXISTING EIGHT INCH BLOW-OFF ASSEMBLY; THREE 3/4 INCH SIZE WATER (DOMESTIC) SERVICE CONNECTION; TWO 1" SIZE WATER (FIRE) SERVICE CONNECTION; LEAKAGE TESTING AND DISINFECTION; SURFACE RESTORATION OF UNPAVED TRENCH AREAS; ASPHALT CONCRETE REPAVING OF PAVED TRENCH AREAS AND CLEANUP.

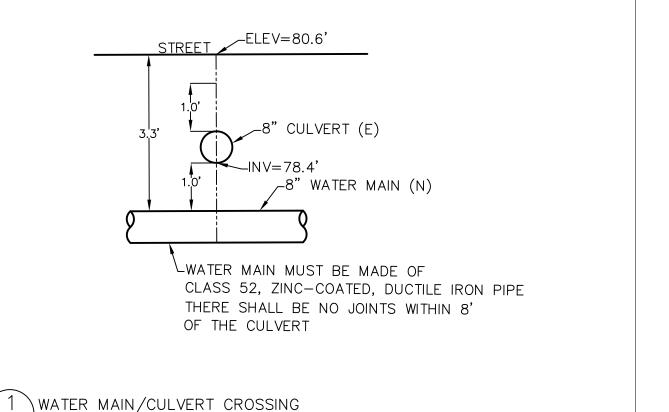
 WORK SHALL BE IN CONFORMANCE WITH THE CURRENT VERSION OF THE COASTSIDE COUNTY WATER DISTRICT DOCUMENT TITLED "STANDARD SPECIFICATIONS AND STANDARD DRAWINGS".
 THE CONTRACTOR SHALL OBTAIN A STREET ENCROACHMENT PERMIT

FROM THE CITY OF HALF MOON BAY.

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6. EXISTING WATER LATERAL SERVING 555 SEYMOUR FROM MAGNOLIA STREET WILL BE CAPPED AND ABANDONED PER CCWD RECOMMENDATIONS. THE EXISTING CORPORATION STOP SHALL BE CLOSED AND THE WATER SERVICE SHALL BE DESTROYED AT THE CORPORATION STOP. REMOVE EXISTING METER BOX, CURB STOP, AND BACKFLOW ASSEMBLY. SALVAGE EXISTING METER AND METER BOX LID AND RETURN TO DISTRICT





_REFERENCE SHEET No. ON

WHICH SECTION OR DETAIL IS SHOWN

SIGMA PRIME GEOSCIENCES, INC. 332 PRINCETON AVENUE HALF MOON BAY, CA 94019 (650) 728-3590 FAX: 728-3593

DATE: 9-3-24
DRAWN BY: AZG
CHECKED BY: CMK
REV. DATE: 2-26-2
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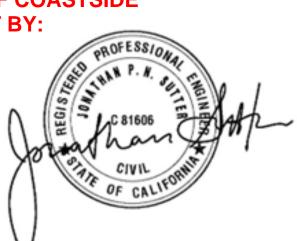
WATER MAIN
EXTENSION PLAN
COASTSIDE ESTATES, LLC.
555-565-575 SEYMOUR STREET
HALF MOON BAY, CALIFORNIA

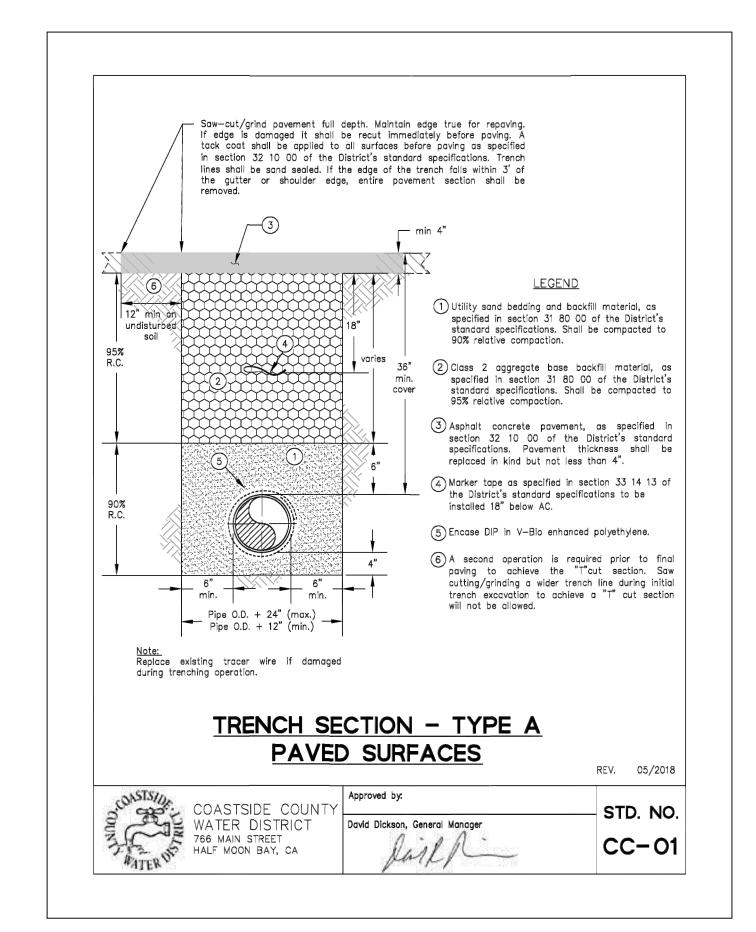
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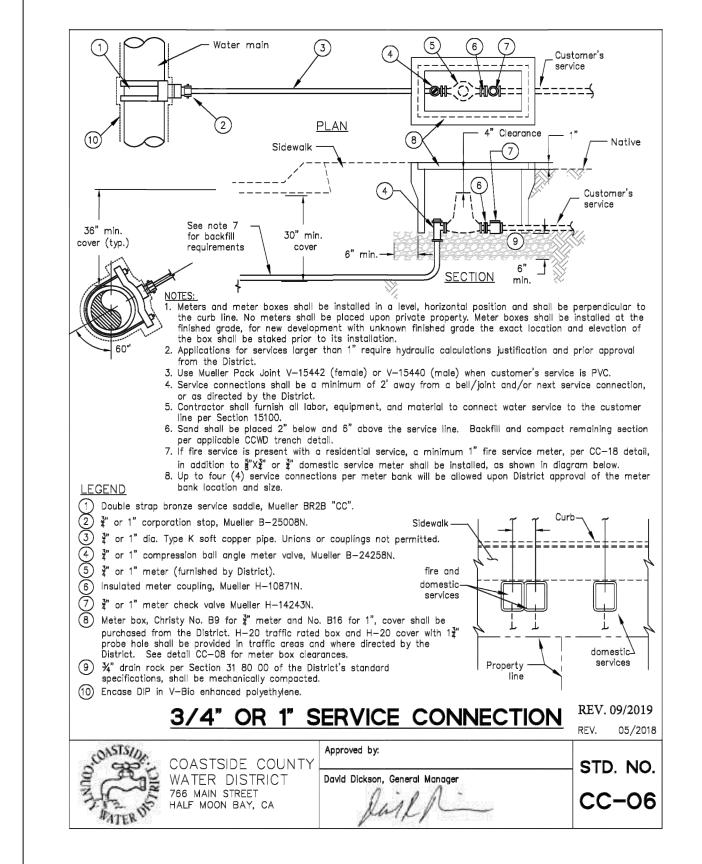
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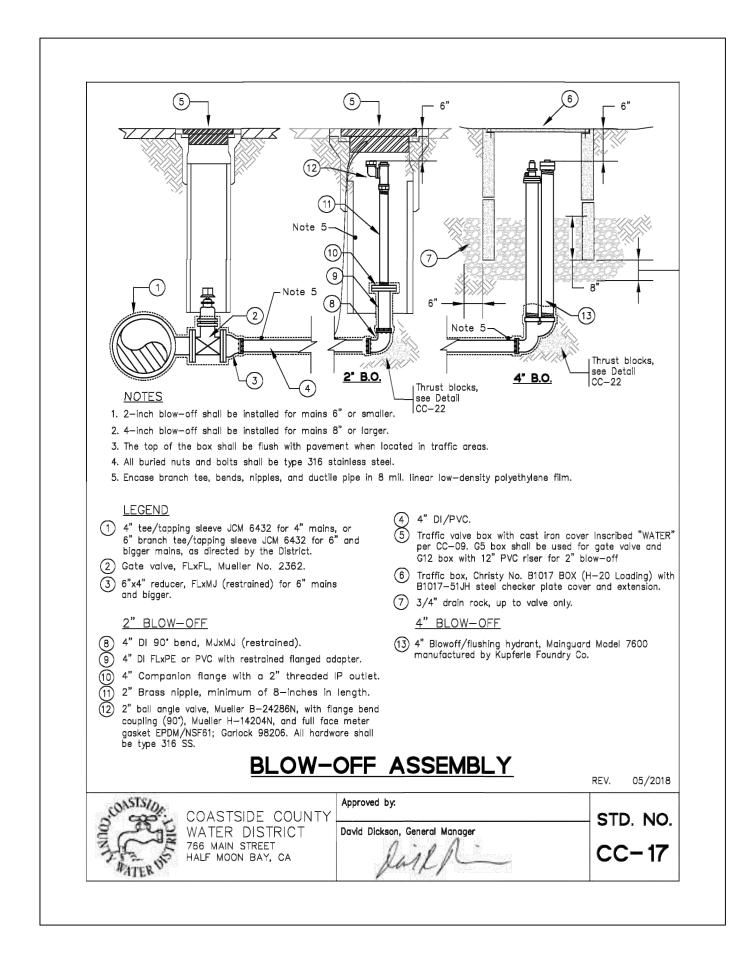
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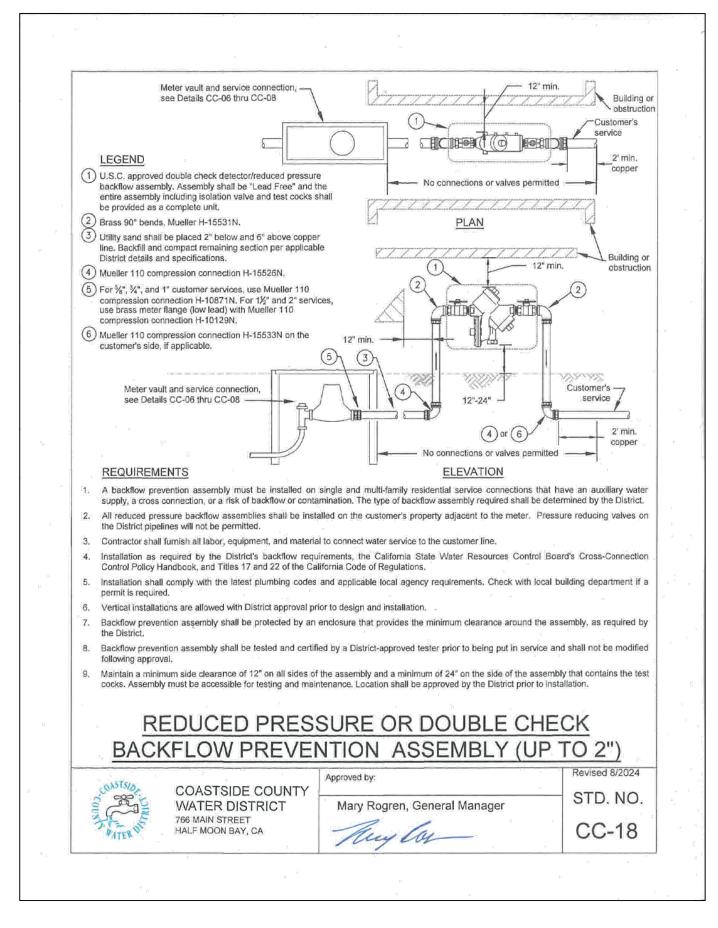
Jonathan Sutter, P.E. Consulting District Engineer 3/3/2025

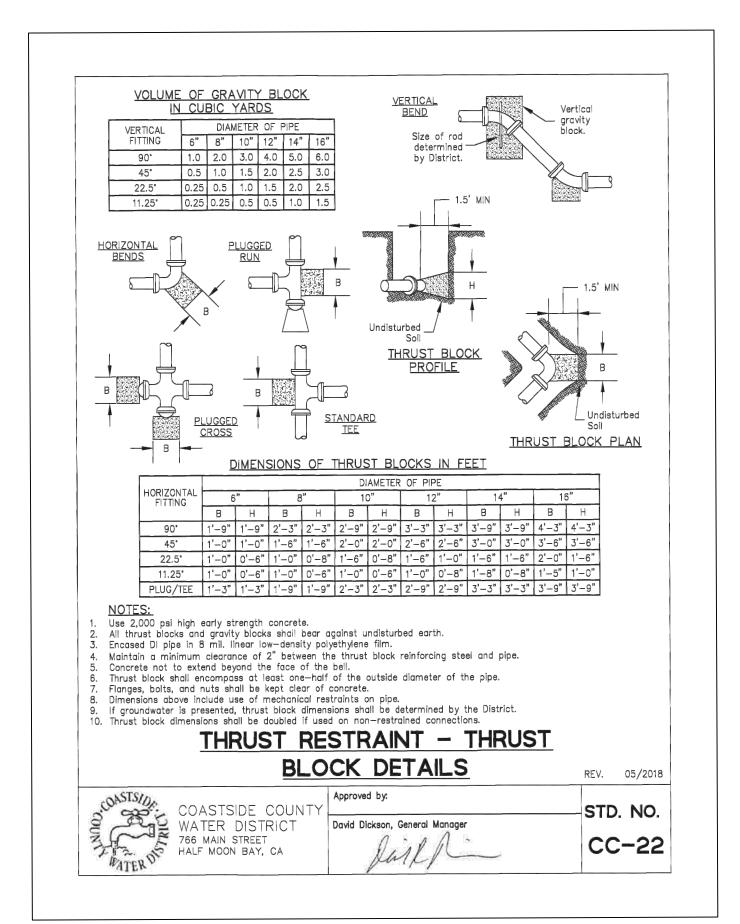














Sigma Prime Geosciences, Inc.
SIGMA PRIME GEOSCIENCES, INC.
332 PRINCETON AVENUE
HALF MOON BAY, CA 94019
(650) 728-3590

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ESTATES, LLC. Seymour street

COASTSIDE ESTATES

SHEET

 C^{-2}

EXHIBIT E



STATE WATER RESOURCES CONTROL BOARD Division of Drinking Water Waterworks Standards Main Separation Alternative Request Checklist

Water System Name/Number: Coastside County Water District #CA4110011

Name of Applicant: COASTSIDE COUNTY WATER DISTRICT

Phone Number and Email Address: (650) 726-4405 gbrazil@coastsidewater.or

Project Name and Location: 555-565-575 Seymour Street

Attach plans or field drawings to show the standard installation and the proposed installation for which the alternative is being requested. (e.g. vertical profile and horizontal alignment, specifications, and other exhibits, as appropriate).

The Waterworks Standards in the California Code of Regulations (CCR) Title 22, Chapter 16, Section 64572 provide separation criteria for new construction. When buried water mains are in close proximity to non-potable pipelines, the water mains are vulnerable to contamination that can pose a risk of waterborne disease outbreaks.

Per CCR Title 22, Chapter 16, Section 64551.100, a water system that proposes to use an alternative to a requirement in Chapter 16 shall: 1) demonstrate to the State Board that the proposed alternative would provide at least the same level of protection to public health; and 2) obtain written approval from the State Board prior to implementation of the alternative. Requests for alternatives to the Waterworks Standards must consist of information outlined in at least four of the attachments below. Information contained in Attachments A, B and E will be required for all alternative requests. Information contained in Attachments C and/or D will also be needed depending on your particular situation. Please review all the attachments and submit the information for your specific project. The information must be submitted to your local Division of Drinking Water District Office for review and approval prior to construction.

Attachment A represents the standard pipe material and construction that would be used if the standard separation criteria can be met by the utility.

Attachment B represents information on the current pipe in the ground that is being crossed by a new pipeline or being paralleled by a new pipeline.

Attachments C and **D** represent information on the new pipeline being installed. Attachment C is for parallel construction and Attachment D is for crossings.

Attachment E is certification language that is needed to consider the Waterworks Standard alternative application.

Please Note: The information may be submitted using this checklist or another format, but all relevant information must be provided to the Division of Drinking Water District Office for consideration. If multiple crossings or parallel pipelines in multiple locations are part of the application, please indicate in the comments field of the applicable attachment or submittal. Alternatively, the applicant can provide an attachment or separate submittal for each location.

Attachment A (All Cases)

Water System's Standard Pipe Material and Construction Details

Attach the water system's standard pipe specification and construction details to this as Exhibit 1 and describe below.

		n				
Liquid Conveyed By	y New I	Pipeline:				
	⊠ Doı	mestic Water	☐ Raw Wa	ter	☐ Recycled	Water
	□ Sev	wer	☐ Force Se	ewer	☐ Storm Dr	ain
		er (describe)	Click here to	enter tex	ct.	
Nominal Size: 8 inc	hes					
Operating Pressure	: 50-60	psi or □ Gra	vity flow/atm	ospheri	С	
Pipe Material:	⊠ Duo	ctile Iron	☐ Cast Iron	า □ Wel	ded Steel	
	□ HD	PE	□ PVC	□ Co	ncrete	□ Clay
	☐ Oth	er describe	Click here to	enter tex	ĸt.	
AWWA Material De	signatio	on Code: AW\	VA 150/151			
Pressure Class/Thio	ckness/	Coating CLAS	SS 52			
Joint Type Construc	ction:	⊠ Push On [⊠ Restraine	d □ We	lded Joints □	Fused
		☐ Other des	cribe Click	here to	enter text.	
Depth of Cover: 3-3	3.3 feet					
Comments: Click here to enter to	ext.					

Attachment B (All Cases)

Existing Pipeline Material – Paralleling or Crossing the Proposed Pipe

= -		_	-	
List the condition of the existing pipeline being paralleled or crossed.				
Liquid Conveyed By	/ Existing Pipeline:			
	☐ Domestic Water	☐ Raw Water	☐ Recycled Water	
	□ Sewer	☐ Force Sewer		
	☐ Other (describe)	Click here to ente	er text.	
Nominal Size: 8 incl	hes			
Operating Pressure	: Click here to enter te	xt. psi or 🗵 Gra v	vity flow/atmospheric	
Pipe Material:	☐ Ductile Iron	☐ Cast Iron ☐	Welded Steel	
	□ HDPE	⊠ PVC □	Concrete Clay	
	☐ Other (describe)			
AWWA Material De	signation Code: Click	k here to enter text	i.	
Pressure Class/Thio	ckness/Coating			
Joint Type Construc	ction: □ Push On [☐ Restrained ☐	Welded Joints □ Fused	
	⊠ Other (des	scribe) UNKNO\	WN	
Length of Project: U	INKNOWN			
Age/Condition: UNK	(NOWN			
Depth of Cover: 1'7'	"			
Separation from pro Note: all dist		I from the outside	e walls of both pipelines.	
Vertical: 1' M	IIN.			
Horizontal: N	Α			
Have there been ma	any repairs on the ex	isting pipeline in	this area? □Yes □ No	
If yes, explain: UNK	NOWN			

Attachment D Proposed Pipeline Crossing Material and Construction Information

Where the Waterworks Standards cannot be met, it is the responsibility of the water system proposing an alternative to demonstrate that its proposed construction will have at least the "same level of protection to public health" as the minimum separation distances prescribed in the regulations.

Intended Use of Ne	w Pipeline:	⊠ Dis	stribution	n 🗆 Trans	smission \square Sto	orage
		□ Oth	ner (des	cribe)_ Clic	ck here to enter	text.
Liquid Conveyed:						
	□ Domestic	Water	☐ Rav	v Water	☐ Recycle	ed Water
	□ Sewer		☐ Ford	ce Sewer	☐ Storm [Orain
	☐ Other (de	scribe)	Click h	ere to enter	text.	
Nominal Size: 8-inc Operating Pressure		· □ Gra	vity flov	v/atmosph	eric	
Pipe Material:	□ Ductile Iro	on	□ Cas	t Iron 🗆 V	Velded Steel	
	☐ HDPE				Concrete	□ Clay
	☐ Other des	scribe	Click h	ere to enter	text.	
AWWA Material De	signation Cod	le: AW	WA150/	151		
Pressure Class/Thi	ckness/Coatir	ng CLA	SS 52			
Joint Type Construc	ction: 🗵 Pu	sh On l	⊠ Restr	ained 🗆 \	Welded Joints	☐ Fused
	□ Oth	ner des	cribe	Click here	to enter text.	
Length of Project: 2	43 LINEAR F	EET				
Depth of Cover: 3-3	3.3 FEET					
Number of Crossing	gs: 1					
Angle of Crossings:	90					

Description of crossing pipelines:

The proposed 8-inch DI water pipe crosses a 8-inch PVC storm drain one time in the proposed alignment at a 90 degree angle. At the crossing, the water pipe is proposed to be installed below the storm drain with 1 foot of vertical clearance. As shown in the attached plan in detail 1/C3.

Attachment D

Can the new pipeline be installed in accordance with the Waterworks Standards? If not explain below:

While the proposed pipeline will adhere to the majority of Waterworks Standards, due to the shallow installation of the storm drain pipe the proposed water pipeline will need to cross under the storm drain pipe.

Proposed additional protective measures (material construction methods, operational considerations, etc.):

In addition to the proposed pipe being installed with 1' of separation with no joints within 8' of the storm drain pipe, the proposed pipeline will be Special Thickness Class 52 which is thicker and more robust than standard 350 pressure class ductile iron pipe. Also, corrosion protection will meet or exceed recommendations based on the Ductile Iron Pipe Research Association (DIPRA) Design Model (2018) for soil characteristics and other project considerations. These corrosion protection measures include zinc-ion coating and V-Bio polyethylene encasement. Lastly, the water main operates at a relatively high positive pressure while the storm drain is a gravity pipeline which would prevent cross contamination under normal operating conditions.

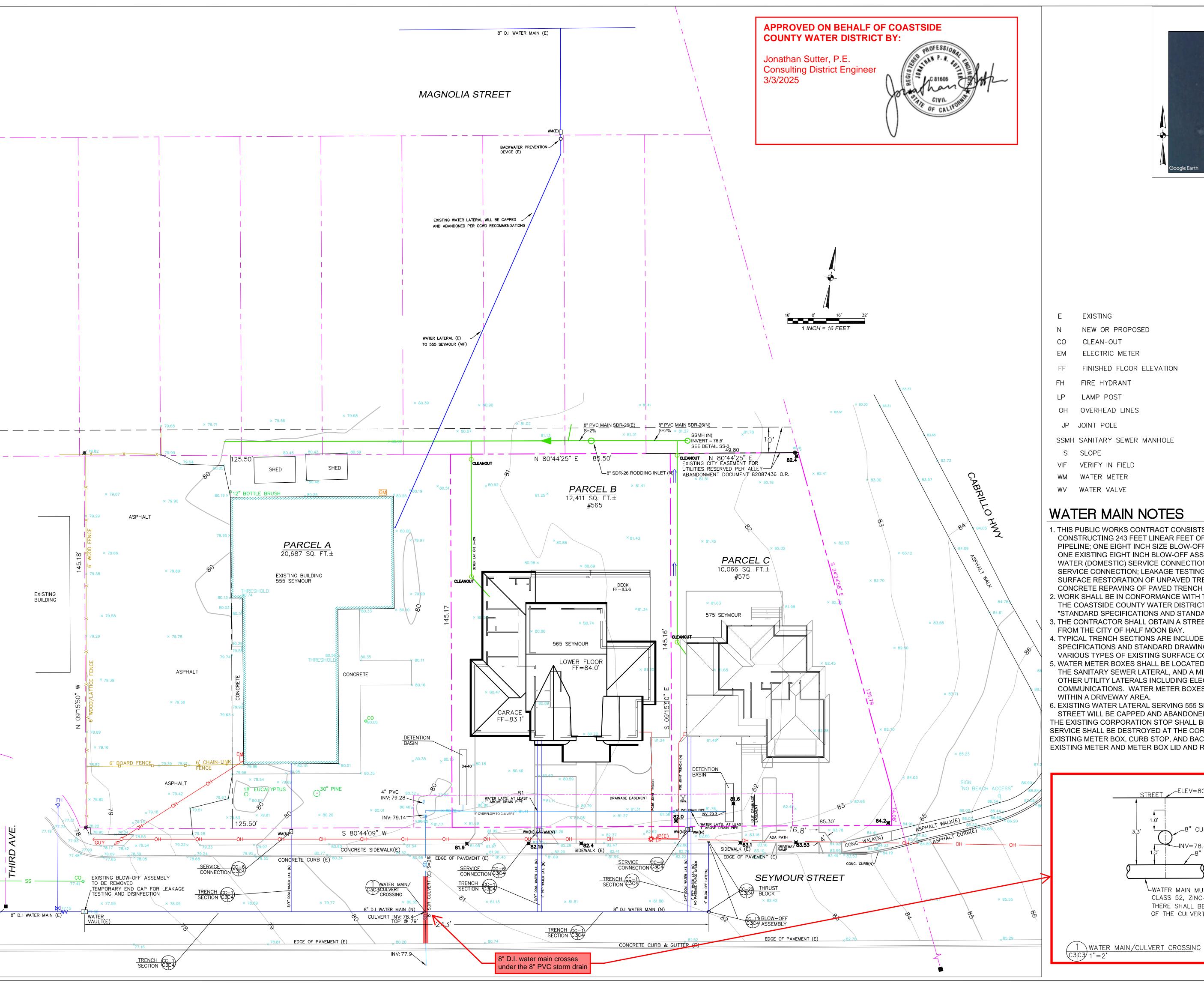
Attach additional exhibits as necessary

Attachment E Certification

CERTIFYING SIGNATURE:

For consultants, contractors, and developers: attach written concurrence from the governing water system and pipeline owners stating that the selected project alternative is the preferred alternative.
Attached concurrence?: ☐ YES ☒ NO ☐ N/A
I certify that the forgoing information is true and correct to the best of my ability, and that I believe this alternative would provide at least the same level of protection to public health as the minimum separation distances prescribed in the California Waterworks Standards (CCR, Title 22, Section 64572)
Muy Log
Signature

Mary Rogren, General Manager March 6, 2025





LOCATION MAP (Not to Scale)

GENERAL NOTES

1. PLANS PREPARED AT REQUEST OF: COASTSIDE ESTATES LLC, OWNER 2. ELEVATION DATUM: NAVD 88 3. SITE SURVEYED BY BGT LAND SURVEYING, OCT. 2018.

PROPOSED SPOT ELEVATION

4" MIN SOLID PVC DRAIN PIPE

SECTION OR DETAIL IDENTIFICATION

REFERENCE SHEET No.

FROM WHICH SECTION

SECTION AND DETAIL CONVENTION

LEGEND

4. THIS IS NOT A BOUNDARY SURVEY.

EXISTING SPOT ELEVATION

NEW OR PROPOSED

CLEAN-OUT

ELECTRIC METER

FINISHED FLOOR ELEVATION

FIRE HYDRANT

OH OVERHEAD LINES

JP JOINT POLE

SSMH SANITARY SEWER MANHOLE

WM WATER METER

WV WATER VALVE

WATER MAIN NOTES

1. THIS PUBLIC WORKS CONTRACT CONSISTS OF, IN GENERAL CONSTRUCTING 243 FEET LINEAR FEET OF 8 INCH DUCTILE IRON PIPELINE; ONE EIGHT INCH SIZE BLOW-OFF ASSEMBLY AND REMOVAL OF ONE EXISTING EIGHT INCH BLOW-OFF ASSEMBLY; THREE 3/4 INCH SIZE WATER (DOMESTIC) SERVICE CONNECTION; TWO 1" SIZE WATER (FIRE) SERVICE CONNECTION; LEAKAGE TESTING AND DISINFECTION; SURFACE RESTORATION OF UNPAVED TRENCH AREAS; ASPHALT CONCRETE REPAVING OF PAVED TRENCH AREAS AND CLEANUP.

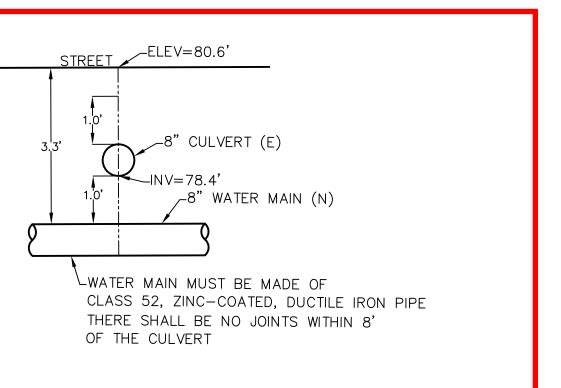
2. WORK SHALL BE IN CONFORMANCE WITH THE CURRENT VERSION OF THE COASTSIDE COUNTY WATER DISTRICT DOCUMENT TITLED "STANDARD SPECIFICATIONS AND STANDARD DRAWINGS". 3. THE CONTRACTOR SHALL OBTAIN A STREET ENCROACHMENT PERMIT

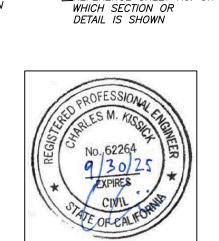
FROM THE CITY OF HALF MOON BAY.

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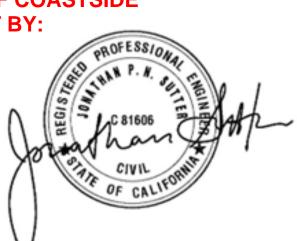
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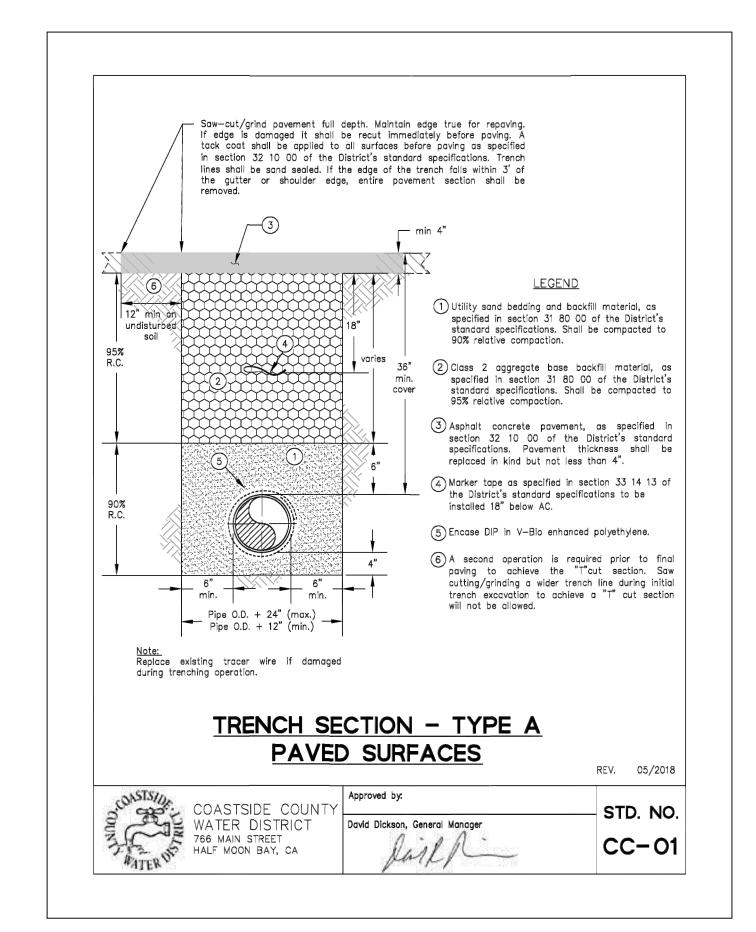
LLC. STREE ORNIA WATER MAIN EXTENSION PLAN ESTATES, I SEYMOUR BAY, CALIFO COASTSIDE 555-565-575 HALF MOON E

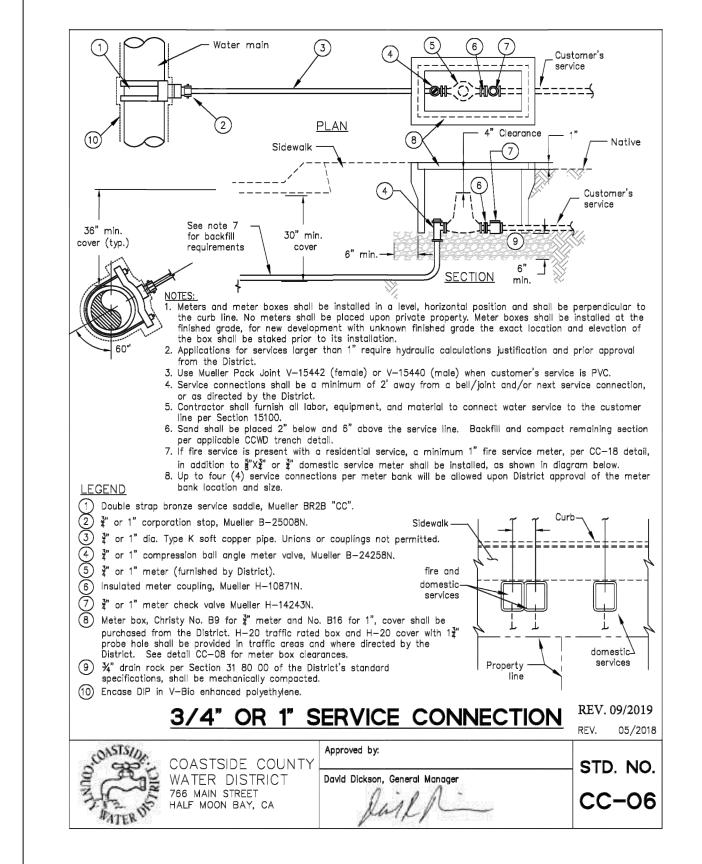
SHEET

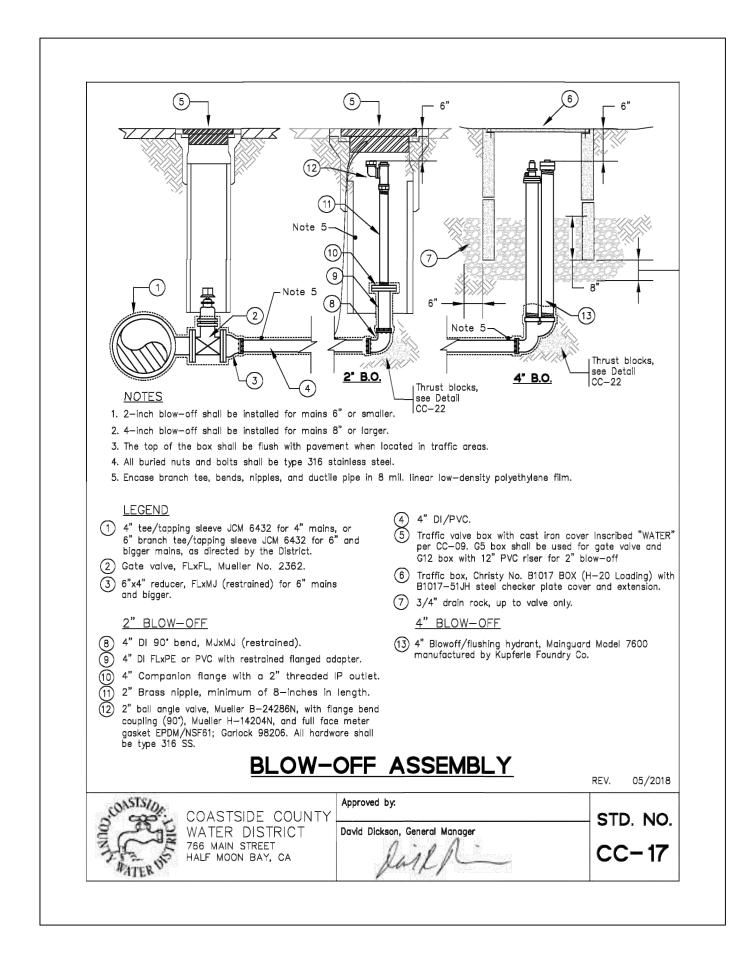
APPROVED ON BEHALF OF COASTSIDE COUNTY WATER DISTRICT BY:

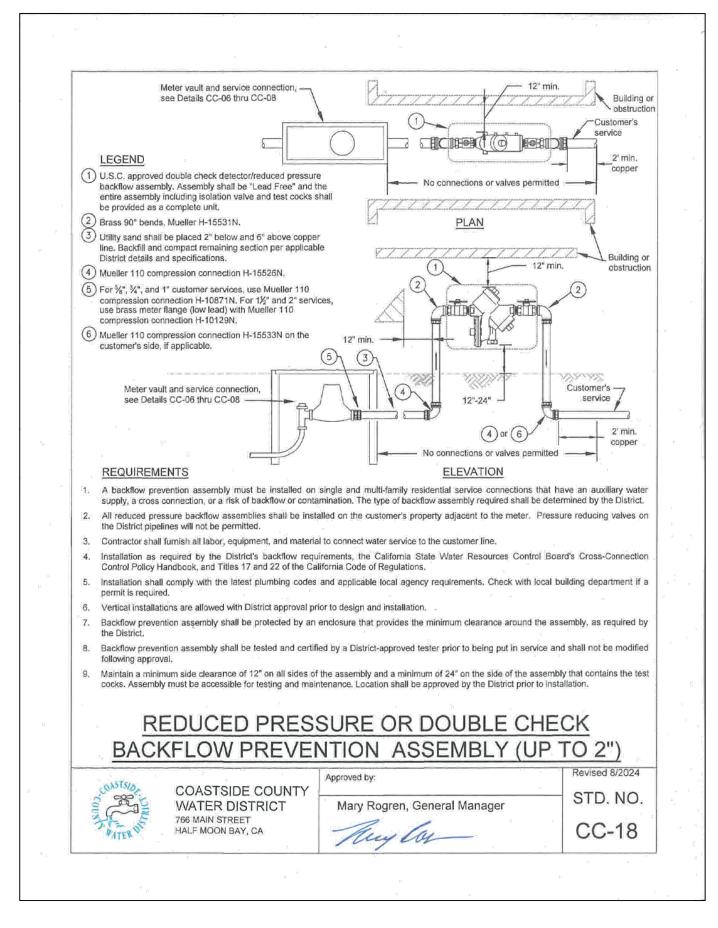
Jonathan Sutter, P.E. Consulting District Engineer 3/3/2025

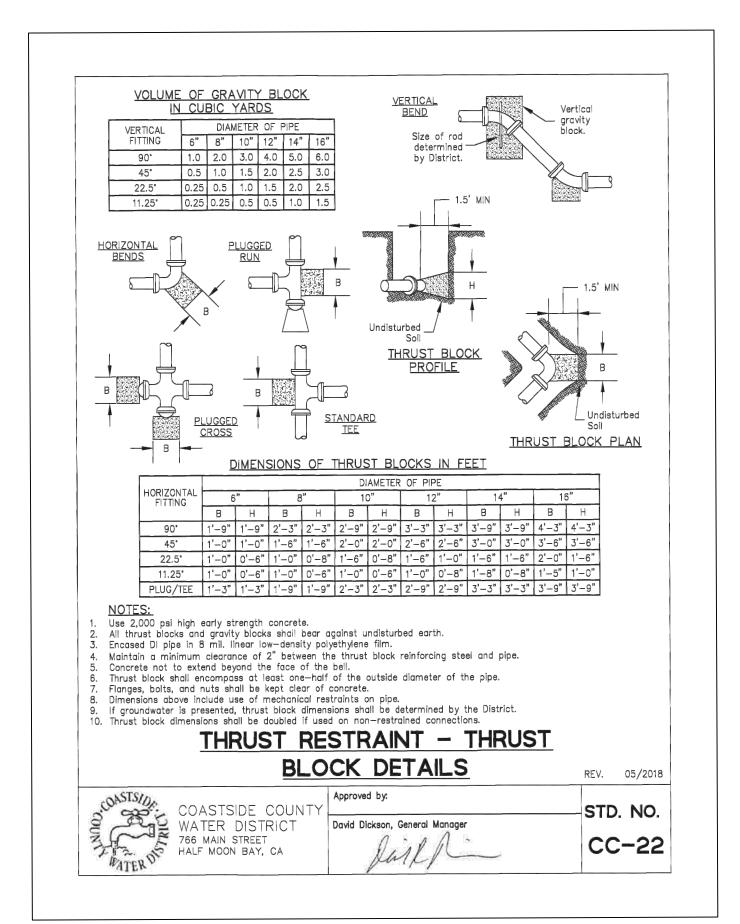














Sigma Prime Geosciences, Inc.
SIGMA PRIME GEOSCIENCES, INC.
332 PRINCETON AVENUE
HALF MOON BAY, CA 94019
(650) 728-3590

CHECKED BY: CMK
REV. DATE: 2-20-25
REV. DATE: 2-26-25
H
REV. DATE: 66

ESTATES, LLC. Seymour street

COASTSIDE ESTATES

SHEET

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State Water Resources Control Board Division of Drinking Water

May 1, 2025

Ms. Mary Rogren General Manager Coastside County Water District 766 Main Street Half Moon Bay, CA 94019

Dear Ms. Rogren:

SEYMOUR STREET PIPELINE PROJECTCoastside County Water District, Water System No. 4110011

This letter is in regard to the Coastside County Water District's (CCWD) request to allow an alternative construction method for a portion of the water main on Seymour Street. Specifically, CCWD is requesting a waiver for a crossing beneath a storm drain pipeline as specified below in Table 1. Approval of this request shall apply only to the location discussed below.

The California Code of Regulations, title 22, chapter 16, section 64572(b) states that new water mains and new supply lines shall be installed at least four feet horizontally from, and one foot vertically above, any parallel pipe conveying storm drainage. Additionally, the California Code of Regulations, title 22, chapter 16, section 64572(d) specifies that when crossing a pipeline conveying untreated sewage or storm drainage, the new water main must be constructed no less than 45-degrees to and at least one foot above that pipeline. No connection joints can be made in the water main within eight horizontal feet of the sanitary sewer or storm drain pipeline. Table 1 provides a summary of the location of the under crossing of storm drain pipeline.

Table 1. Under Crossing of Storm Drain

Sheet #	Proposed Pipe Material	Angle (Deg)	Crossing Type	O/U	Crossed Utility Size (in)	Crossed Utility Type	Vertical Separation (ft)
C-3	8" DI	90	Vertical Offset	Under	8"	Storm Drain	1

E. Joaquin Esquivel, Chair | Eric Oppenheimer, executive director

The project will install an 8-inch ductile iron pipe with restrained, push-on joints. The proposed pipeline will be special thickness Class 52, zinc-ion coated, and encased in V-Bio encasement to protect against leaks from corrosion. There will be no joints within eight feet.

In submitting this request to the Division, CCWD has certified that the proposed mitigations will provide at least an equivalent level of protection of public health to the standards specified in the California Waterworks Standards. The Division finds the proposed construction of the new potable water mains, as specified in CCWD's request acceptable and hereby approves a waiver of the specified instances only, and for this project only. In the event that field conditions or construction constraints require alterations to the proposed pipeline design, CCWD must immediately notify the Division.

If you have any questions regarding this letter, please contact Ms. Tess Hoang at (510) 620-3171.

Sincerely,

Van Tsang, P.E.
District Engineer
Santa Clara District
Division of Drinking Water
State Water Resources Control Board

Cc: San Mateo County Environmental Health Department (via email)