

July 1, 2025

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**CONSIDER AND APPROVE PROPOSED TERMINATION AGREEMENT AND RELEASE OF ONSITE WASTEWATER TREATMENT SERVICE AGREEMENT BY AND BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND MALIBU BAY CLUB**

**RECOMMENDED ACTIONS**

- A. Approve, and Authorize the Chairperson to sign, the Termination Agreement and Release of Onsite Wastewater Treatment System (OWTS) between the Ventura Regional Sanitation District and Malibu Bay Club.
- B. Direct VRSD staff to continue to collect funds through real property assessments of the Malibu Bay Club parcels for the payment of the Installment Sales Agreement through the Ventura County Tax Roll as administered by the Treasurer-Tax Collector of the County of Ventura.
- C. Authorize VRSD staff to pay off the full balance owed on the Installment Sales Agreement estimated to be approximately \$373,450 and transfer ownership of the OWTS to Malibu Bay Club.

**FISCAL IMPACT**

District projections through the end of the fiscal year ending June 30, 2025, currently indicate that the District will break out even for income and expenses related to the Malibu Bay Club OWTS. Furthermore, VRSD will continue to cover its cost for operational services until the operations of the facility can be transferred via assessments of \$18,271.60 monthly.

While the District will need to pay-off the outstanding balance on the Installment Sales Agreement to transfer ownership of the OWTS to Malibu Bay Club, those funds, in addition to an administrative fee, will be recovered by the property assessments in fiscal years 2025-26 and 2026-27.

By advancing District funds to pre-pay the installment agreement, the District is forgoing potential interest earnings of approximately \$5,250. While the District has asked MBC to make payment of the foregone interest earnings outside of the Termination Agreement, the outcome of this payment should not impact the operative provisions of the Termination Agreement.

## **BACKGROUND/ANALYSIS**

The Malibu Bay Club (MBC) consists of 136 condominium-housing units. In early 2003, the VRSD received word that the MBC, located near the most southwestern corner of Ventura County near the Los Angeles County line along the Pacific Coast Highway, was experiencing a failing septic system with the potential to negatively impact public health, safety, welfare and the environment. There was also the potential for significant fines and penalties from the Los Angeles Regional Water Quality Control Board and a “red tag”/uninhabitable notice from County Environmental Health Division for MBC’s failing septic system. Since there was no public sanitary sewer system within an affordable proximity to MBC and the County of Ventura denied a request for the installation of a new septic system, the regulators (both the County and the Regional Board) stipulated that if a package sewage treatment plant or OWTS was to be built to solve the MBC problem, it would have to be owned and operated by a public agency. Within that stipulation and understanding, VRSD agreed to be that public agency and assist MBC with a solution for its wastewater woes.

VRSD ultimately decided to design, construct, own, maintain, and operate an onsite wastewater treatment system at the MBC property, which is set forth in VRSD Contract No. 03-040 dated September 16<sup>th</sup>, 2003. This agreement is attached the Termination Agreement as Exhibit No. 1. MBC and VRSD also entered into an Easement Agreement in September 2004 that gave VRSD access to the MBC property and common areas for the management and maintenance of the OWTS. This Easement Agreement is addressed in the Termination Agreement.

Between September of 2003 and February 2006, VRSD spent about \$2.7 million exploring options and ultimately built a small package wastewater treatment plant on the common grounds at MBC. Since VRSD receives no tax dollars or other discretionary funds, it was always the intent of VRSD to be reimbursed for those costs by the MBC parcel owners who would be the primary beneficiaries of this system.

In order to receive reimbursement for the \$2.7 million cost of the plant, VRSD explored various financing options. Legal counsel determined that the financing would qualify as a tax-exempt borrowing. The tax-exempt status of such financing would save the MBC residents in interest costs.

In order to facilitate the tax-exempt status of the financing, certain modifications needed to be made to Contract No. 03-040. Those changes were agreed upon when Amendment No. 1 to Contract No. 03-040 was approved by VRSD and MBC on March 1, 2007. This amendment is shown in Exhibit No. 2 of the Termination Agreement.

Subsequently, financing was obtained through a private placement in an Installment Sales Agreement between VRSD and Municipal Finance Corp. in the amount of \$2,665,600. Contemporaneously, VRSD obtained rights from MBC to collect the future payments to repay the loan through property assessments that VRSD receives through the Ventura County Tax Roll as administered by the Treasurer-Tax Collector of the County of Ventura. The outstanding amount was refinanced in 2016 to save interest costs, with the new lender PNC (formerly Compass Mortgage Corp.).



MBC and VRSD entered into another contract on June 4, 2015. This contract was a compromise and settlement agreement to address VRSD's accumulated negative fund balance due to undercharging for operational services from the inception of the relationship with Contract No. 03-040. This agreement is shown in Exhibit 3 of the Termination Agreement.

### **PROPOSAL**

Due to large wastewater rate increases resulting from reallocation of overhead costs due to the choice of certain clients to cease receiving solid waste or wastewater services from VRSD, VRSD and MBC have mutually agreed to end their relationship as soon as feasibly possible, as enabled by your Board's approval of the Termination Agreement. The context for the Termination Agreement is further explained in the Recitals and the terms and conditions of the Termination Agreement have been drafted to ensure that MBC becomes the owner and operator of the OWTS within the governing state and local regulations.

This letter has been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or via email at [christheisen@vrzd.com](mailto:christheisen@vrzd.com).

CHRIS THEISEN, GENERAL MANAGER

APPROVED FOR BUDGET IMPACT: \_\_\_\_\_



Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: \_\_\_\_\_



Chris Theisen, General Manager

Attachments: 1. Termination Agreement and Release of Onsite Wastewater Treatment Service Agreement between VRSD and MBC  
2. Signed Letters from MBC Members / Parcel Owners Supporting Termination Agreement.  
3. Certificate of Secretary of MBC re Board Resolution Supporting Termination Agreement

**TERMINATION AGREEMENT AND RELEASE OF  
ONSITE WASTEWATER TREATMENT SERVICE AGREEMENT  
BY AND BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
MALIBU BAY CLUB**

This Termination Agreement and Release (the “Termination Agreement”) is made and entered into on this 27<sup>th</sup> day of May, 2025 for reference purposes only by and between a homeowners association known as the Malibu Bay Club, a California non-profit mutual benefit corporation, (“MBC”) and Ventura Regional Sanitation District, a special district authorized under the County Sanitation District Act (Health & Safety Code §4700 *et seq.*) (“VRSD”) in order to terminate their Onsite Wastewater Treatment Service Agreement (VRSD Contract No. 03-040 as amended per VRSD Contract No. 03-040-1) (“OWTS Agreement”) and to facilitate and expedite transfer of ownership and operatorship of the OWTS from VRSD to MBC. MBC and VRSD are referred to collectively herein as the “Parties.”

**RECITALS**

**A.** VRSD owns the onsite wastewater treatment system (“OWTS”) at the Malibu Bay Club location, 41000 Pacific Coast Highway, Malibu, California in an unincorporated area of Malibu in Ventura County, California, and operates and maintains the OWTS pursuant to the terms and conditions set forth in the Waste Discharge Requirements and Cease and Desist Order for MBC (File No. 72-006, CI No. 5774, Global ID WDR100000096 ) (“WDR”) issued by the Los Angeles Regional Water Quality Control Board (“LARWQCB”) and County of Ventura, Conditional Use Permit LU04-0007 (“CUP”) for the construction and operation of the Malibu Bay Club OWTS, which are incorporated herein by reference.

**B.** MBC is a corporation organized under the California General Non-Profit Corporation Law, and subject to the Davis-Stirling Common Interest Development Act (Civil Code §4000 *et seq.*), to provide for the management and maintenance of certain commonly owned property and improvements, which are part of a community consisting planned residential, urban condominium development consisting of 104 condominiums in addition to 32 individual single family residential units located at 41000 Pacific Coast Highway, Malibu, California in an unincorporated area of Malibu in Ventura County, California. There is another homeowners association located at this site called the Malibu Bay Owners Association (“MBOA”), which specifically deals with condominium ownership. All members of the MBOA are also Members in MBC.

**C.** The Members of MBC are also the 104 condominiums in addition to 32 individual single family residential units served by the OWTS. MBC is not a residential unit owner and therefore cannot bind the residential owners individually to this Agreement. But the duly elected MBC Board of Directors have all agreed to recommend and encourage its members or residential unit owners to support this Agreement, acknowledge and accept ownership and operatorship of the OWTS, and refrain from objecting to the terms and conditions of this Agreement.

**D.** MBC and VRSD entered into the OWTS Agreement on September 16, 2003 (which is attached as Exhibit 1 hereto), in order, *inter alia*, “to treat all wastewater effluence generated from the improvements located at the Malibu Bay Club” through the OWTS which “extends from all the

pipes conveying sewage located on the “common area” Property and controlled by the Club through the treatment plant, dispersal system and under-seawall drains.”

**E.** The MBC Board of Directors and VRSD agreed to amend the OWTS Agreement on March 1, 2007, so that MBC and VRSD “may mutually agree, in writing, to terminate this Agreement” so long as certain conditions are met regarding MBC obtaining replacement permits for the operation of the OWTS from the LARWQCB and the County of Ventura as well as resolving any financial issues between the Parties. The 2007 OWTS Amendment or Related Agreement is attached as Exhibit 2 hereto.

The contractual relationship between MBC and VRSD regarding the MBC OWTS is further established by the terms and conditions set forth in VRSD Contract No. 15-016 which is entitled “Compromise and Settlement Agreement Between Ventura Regional Sanitation District and Malibu Bay Club” dated June 4, 2015 (“2015 Agreement”), which is attached as Exhibit 3 hereto.

**F.** VRSD entered into an Installment Sale Agreement with Compass Mortgage Corporation (“Compass”) dated June 1, 2016 (“Installment Sale Agreement”) to refinance the debt service on the MBC OWTS development and construction. Subsequently, PNC Bank (“PNC”) acquired the Installment Sale Agreement from Compass and is now the lender of record.

**G.** VRSD and MBC entered into an Easement Agreement (“Easement”) on September 2, 2004 (which was subsequently recorded with the Ventura County Recorder on September 10, 2004, Document No. 20040910-0248091) whereby MBC granted, assigned, and conveyed to VRSD a nonexclusive permanent right of way easement across, over, in, above, under, and through the Property, for the purpose of constructing, operating, repairing, maintaining, replacing and taking access to the OWTS. Easement is attached hereto as Exhibit 4.

**H.** Parties intend and understand that this Agreement does not constitute a project within the meaning of the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §21065) or title 14, California Code of Regulations, §15378 and thus does not require CEQA review or analysis. And Parties further understand that even if a case can be made that this Agreement constitutes a project subject to CEQA, the Agreement would be exempt from CEQA review or analysis because it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment. (14 Cal. Code of Regs., §15061(b)(3))

**I.** The Parties intend to terminate the 2003 OWTS Agreement, the 2007 Related Agreement, the 2015 Agreement, and the Easement which are all attached hereto as Exhibits 1, 2, 3, and 4, and to resolve all disputes, contentions, and differences completely and fully regarding any claims, disputes and controversies described in the Recitals above and to compromise and release each other from all claims against each other.

**J.** For purposes of this Agreement, the “Effective Date” shall mean the date when this Agreement becomes fully executed or signed by the Parties hereto.

### **AGREEMENT**

**NOW, THEREFORE**, in reliance upon the above Recitals and in consideration of the mutual covenants, conditions and undertakings set forth herein, and other valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

**1. MBC Obligations for Termination of the 2003 OWTS Agreement, 2007 OWTS Related Agreement, 2015 Agreement, and Easement.**

(a) MBC Board of Directors shall provide VRSD with a written, duly adopted, and signed MBC Board resolution recommending and encouraging its Members to support this Agreement, acknowledge and accept ownership and operatorship of the OWTS, and refrain from objecting to the terms and conditions of this Agreement within five (5) business days of the Effective Date.

(b) Satisfaction of Installment Sale Agreement.

(i) MBC shall directly pay to VRSD the amount of Five Thousand Seven Hundred Fourteen Dollars and Two Cents (\$5,714.02) in deferred issuance and call premium costs within ten (10) business days of the Effective Date.

(ii) MBC acknowledges and agrees, on behalf of itself and all the parcel or property or residential unit owners at the Malibu Bay Club development that VRSD may pay off the unpaid balance of the Installment Sales Agreement by July 3, 2025, and may continue to collect real property assessments for the payment of the Installment Sales Agreement through the Ventura County Tax Roll as administered by the Treasurer-Tax Collector of the County of Ventura, inclusive of administrative fees, until the earlier of full payment set forth above or assessed through June 30, 2027, at which time the unpaid balance on the Installment Sale Agreement and applicable administrative fees is expected to be paid in full.

(c) Payment of OWTS Operational Costs Through June 30, 2025.

Since the Parties agree that VRSD's revenues from MBC through June 30, 2025, should be sufficient to cover OWTS operational expenses through June 30, 2025, the Parties further agree that no additional payment or refund of money by or between MBC and VRSD for OWTS Operational costs through June 30, 2025, is needed. In the event that MBC is unable to obtain a WDR permit from LARWQCB or a CUP from the County of Ventura such that the transfer of ownership and operatorship of the OWTS is not accomplished by July 1, 2025, MBC agrees that VRSD may continue to collect sanitary sewer service charges or OWTS operational costs through the Ventura County Tax Roll as administered by the Treasurer-Tax Collector of the County of Ventura at the same rate as paid in Fiscal Year 2024-2025 for the time it takes for MBC to fulfill its obligations under this Agreement. VRSD shall reimburse MBC for any revenues collected in excess of expenditures required to operate the OWTS through to the Transfer Date or bill MBC for operating and repair costs which exceed the assessment amounts placed on the tax rolls for FY 2025-2026.

(d) MBC shall promptly obtain a Waste Discharge Requirements permit from the LARWQCB to replace the existing WDR and Cease and Desist Order for the MBC OWTS (File No. 72-006, CI No. 5774, Global ID WDR100000096) pursuant to Standard Provisions Applicable to Waste Discharge Requirements, Section 4. Change of Ownership, which shall include, but not be limited to, the submission of all necessary forms and documents to LARWQCB within thirty (30) days of the Effective Date of this Agreement by the Parties.

(e) MBC shall promptly obtain the approval of the Ventura County Resource Management Agency and the LARWQCB for the transfer of ownership of the OWTS from VRSD to MBC pursuant to the terms and conditions of Condition of Approval No. 8 of CUP LU04-0007,

which include, but are not limited to: (i) preparation and submittal of a final statement of transfer of ownership; (ii) names and contact information of new owners; (iii) a letter from MBC acknowledging and agreeing to comply with all CUP conditions; and (iv) effective date and time of transfer of ownership through all reasonable and diligent efforts within thirty (30) days of the Effective Date of this Agreement by the Parties. MBC shall complete and sign those portions of the LARWQCB's "BOARD ORDER TRANSFER REQUEST FORM," ("Transfer Form") which are its responsibility as the new operator. MBC shall submit this form to the LARWQCB within ten (10) business days of the signing of the Effective Date of this Agreement by Parties. This Transfer Form is attached as Exhibit 5 and incorporated herein by reference.

(f) MBC shall promptly obtain the approval of the MBC, or the MBC parcel owners for the transfer of ownership of the MBC OWTS from VRSD to MBC as described in Recital C above, through all reasonable and diligent efforts prior to VRSD's execution of this Agreement. MBC agrees to obtain such Member approval, which shall constitute a majority of the Members, through the use of letters signed by each Member indicating their approval or disapproval of the transfer of ownership of the MBC OWTS from VRSD to MBC. MBC shall provide VRSD with original signed letters or copies thereof indicating whether a majority of the MBC Members approve of the transfer of ownership of the OWTS from VRSD to MBC prior to the Effective Date of this Agreement. MBC further acknowledges and agrees that VRSD will not approve this Agreement without prior receipt of this written documentation that the MBC Members or parcel owners have expressed their written support of this Agreement, acknowledge and accept ownership and operatorship of the OWTS, and refrain from objecting to the terms and conditions of this Agreement. This Agreement shall not be effective until and unless the Agreement is approved or supported by a majority of the MBC Members.

(g) MBC shall pay all costs, fees, charges, assessments, and expenses related to the permit actions described in subsections 1(d) and 1(e), above.

(h) MBC acknowledges and agrees that as the new waste discharger and WDR holder for the MBC OWTS it is liable for any violations, sanctions, regulatory orders, penalties, or other enforcement actions beginning from the Transfer Date forward.

(i) MBC understands and accepts the Operator Certification requirement in WDR Standard Condition No. 20 as necessary for the operation of the OWTS as required by California law and regulation.

(j) The obligations of MBC under Section 1 of this Agreement (with the exception subsection 1(f) above which requires proof of MBC Member approval of this Agreement before VRSD shall execute it) shall be deemed effective and in full force and effect on the Effective Date.

**2. VRSD Obligations regarding Termination of the 2003 OWTS Agreement, 2007 OWTS Related Agreement, 2015 Agreement, and Easement.**

(a) VRSD agrees to cooperate with and support MBC's efforts to obtain the necessary regulatory agency permits and approvals specified in subsections 1(d) and 1(e), above.

(b) VRSD acknowledges and agrees that it is liable for violations, sanctions, regulatory orders, penalties, or other enforcement actions involving the MBC OWTS, if any, up to, but not

including, the Transfer Date which is compatible with the terms and conditions in subsection 1(h) above.

(c) In furtherance of its obligations under subsection 2(a) above, VRSD shall notify the LARWQCB Executive Officer in writing at least 30 days in advance of the proposed transfer of ownership responsibility and coverage to MBC, or MBC's state certified designee/system operator, as the new discharger and WDR holder. VRSD shall complete and sign those portions of the Transfer Form for which it is responsible as the former operator.

(d) VRSD shall cooperate with MBC as detailed in this Agreement in the preparation and execution of all documents necessary to transfer of ownership, including but not limited to the release of the Easement, to the OWTS from VRSD to MBC as soon as practicable.

### **3. Termination Date & Transfer of Ownership Dates.**

Parties agree that the 2003 OWTS Agreement, the 2007 Related Agreement, the 2015 Agreement, and the Easement shall terminate when both Parties fulfill their respective obligations set forth herein, which Parties will make reasonable efforts to complete as soon as feasible after the Effective Date of this Agreement. The Transfer Date shall be the date when the transfer of ownership responsibility for the OWTS shall occur from VRSD to MBC, who shall then be the new discharger and WDR holder. The Transfer Date shall also constitute the operative date for the transfer of ownership of the MBC OWTS for purposes of the Ventura County CUP, Condition of Approval No. 8 (Change of Ownership) and the WDR, Standard Provisions, No. 4 (Change of Ownership).

### **4. Releases.**

Except for such rights of each of the Parties as are expressly set forth in this Agreement, the Parties release, acquit, and forever discharge the other, and their respective agents, respective Boards of Directors, Members, attorneys, representatives, successors, and assignees, and each and all of them, from any and all claims, demands, causes of action, rights, obligations, and liabilities concerning the matters set forth in the Recitals above (the "**Released Claims**").

It is the intention of the Parties that this Agreement shall result in a full and complete release of every Released Claim except for claims arising from the failure to fulfill their respective obligations under this Agreement. The Parties, and each of them, acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

With respect to the Released Claims, the Parties hereby waive and relinquish every right or benefit which each of them has or may have under Section 1542 of the Civil Code of the State of California to the full extent that they may lawfully waive such right or benefit regarding the Released Claims. In connection with such waiver, each of said Parties acknowledges that it may later discover facts in addition to or different from those which said party now believes to exist, but

that it is their intention nevertheless to settle and release all Released Claims, known or unknown fully and forever.

In addition, the Parties covenant and agree never to commence and/or prosecute against each other, any legal action and/or other proceeding(s) based in whole or in part upon the claims, demands, causes of actions, obligations, damages and/or liabilities forming a part of any dispute released in this Agreement.

**5. Attorney's Fees and Costs.**

If any action or other proceeding is instituted to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to receive, in addition to any other relief granted, costs and reasonable attorneys' fees. The Parties agree to bear their own attorneys' fees and costs incurred to date.

**6. Integration & Successors in Interest.**

This Agreement reflects the complete and entire agreement between the Parties concerning its subject matter, which includes but is not limited to the resolution of all the Released Claims, and it supersedes all prior discussions, agreements, and understandings whether oral or written between or among the Parties. This Agreement is intended to confer rights and benefits only to the Parties, and no person or entity other than a Party, or its successors or assigns, shall have a legally enforceable right under this Agreement. This Agreement shall be binding upon, the heirs, representatives, successors and assigns of each of the Parties hereto.

**7. Modification.**

This Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or any subsequent oral agreements. This Agreement may be modified or amended only upon by an instrument in writing, executed and delivered on behalf of the Parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties making the waiver.

**8. Authority.**

Each of the Parties to this Agreement represents and warrants that the person executing this Agreement on its behalf is duly authorized to do so.

**9. Jointly Drafted.**

The Parties have consulted with their respective legal counsel, and they fully understand and voluntarily accept the terms of this Agreement. The Parties cooperated in drafting this Agreement and it shall not be presumptively construed either to the benefit or detriment of any Party as the drafter of this Agreement.

**10. Counterparts & Execution.**

This Agreement may be executed in counterparts, which, when all the Parties have executed counterparts, shall constitute this Agreement. A facsimile or electronic copy of the original of this document, shall be binding as an original signature. All signed copies together constitute a single, binding agreement, even though the signatures may not appear on the same page.

**11. Headings.**

The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

**12. Governing Law and Venue.**

This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California and venue for any action to enforce this matter shall be Ventura County, California.

**13. Severability.**

If any provision of this Termination Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, such provision shall be fully severable and this Termination Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this agreement; and the remaining provisions shall remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance.

**14. Breach of Agreement.**

(a) If the Agreement cannot be implemented due to changes relating applicable laws, regulations, ordinances, policies, and other reasons, which include, but is not limited to, either LARWQCB or Ventura County Resource Management Agency inability to grant or transfer their respective permit to operate the OWTS within the time set forth in Sections 1(e) and 1(f) above, this Agreement shall terminate automatically, and both Parties do not undertake responsibilities for breach of Agreement.

(b) If federal, state, or local government regulatory authorities require VRSD to continue to provide some or all of the sanitary sewer services for MBC pursuant to either WDR and Cease and Desist Order for the MBC OWTS (File No. 72-006, CI No. 5774, Global ID WDR100000096) or Ventura County CUP LU04-0007, or both, then the validity of those regulatory permits is automatically extended. Both Parties shall abide by the WDR and Cease and Desist Order for the MBC OWTS (File No. 72-006, CI No. 5774, Global ID WDR100000096) and Ventura County CUP LU04-0007. All business cooperation prior to the execution of this Agreement by both Parties shall remain valid and both Parties shall continue to perform all obligations set forth until the completion of this Agreement.

**15. Time is of the Essence.**

It is very important to the Parties that this Agreement is performed in a prudent and timely manner. Time is of the essence, thus all things which are required to be done by certain dates must



be done, otherwise such failure may be deemed a material default. If either party breaches this Agreement, the non-breaching party may elect to declare this null and void and all right of the defaulting party hereunder shall terminate. If the non-breaching party does not exercise its option to terminate this Agreement, said non-breaching party may require specific performance and also exercise any other legal rights and remedies available to it, and said non-breaching party shall be entitled to recover from the breaching party its cost, expenses and attorney fees incurred in enforcing the terms of this agreement or pursuing a remedy as a result of the breach of this Agreement.

## **16. Notices.**

All notices, requests, demands or other communications made in connection with this Agreement shall be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile, or electronic mail (e-mail). A notice sent by facsimile or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 pm Pacific prevailing time (and if received after 5:00 pm Pacific prevailing time, on the next business day) and notice by overnight mail or courier shall be deemed to have been received on the next business day after such Notice is sent or such earlier time as if confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. All Notices are deemed provided in accordance with this section if made to the addresses, facsimile numbers or email addresses provided below:

### **If to VRSD:**

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 W. Gonzalez Road  
Oxnard, CA 93036-2748  
Telephone: 805-658-4642  
e-mail: [christheisen@vrsd.com](mailto:christheisen@vrsd.com)

### **If to MBC:**

Miah Calderon, Senior Property Manager  
Tami Chavin, Senior Vice President  
Community Property Management  
751 E Daily Drive Suite 300,  
Camarillo, California 93010  
Phone: [\(800\) 999-6468](tel:(800)999-6468)

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date indicated by their signatures below.

Dated: June \_\_\_, 2025

**Malibu Bay Club**

By: \_\_\_\_\_  
Tony Sarno  
Executive Chair and President of the MBC  
Homeowners Association

By: \_\_\_\_\_  
Sue Carol Desfor  
Secretary of the MBC Homeowners Association

Witnesseth by:  
Dated: June \_\_\_, 2025

By: \_\_\_\_\_  
Miah Calderon  
Community Property Management

Approved as to form:  
Dated: June \_\_\_, 2025

By: \_\_\_\_\_  
Roy Schneider  
Schneiders & Associates LLP

Dated: July \_\_\_, 2025

**Ventura Regional Sanitation District**

By: \_\_\_\_\_  
David Newman, Chairman  
Board of Directors

Witnesseth by:  
Dated: July \_\_\_, 2025

By: \_\_\_\_\_  
Mayra Rodriguez  
Clerk of the Board

Approved as to form:  
Dated: July \_\_\_, 2025

By: \_\_\_\_\_  
Robert N. Kwong  
NOSSAMAN, LLP

**Exhibits**

- 1: OWTS Agreement dated 09/15/2003
- 2: 2007 OWTS Amendment dated 03/01/2007
- 3: 2015 Agreement dated 06/04/2015
- 4: 2004 Easement Agreement recorded on 09/10/2004
- 5: Los Angeles Regional Water Quality Control Board; Board Order Transfer Request Form

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date indicated by their signatures below.

Dated: June \_\_\_, 2025

**Malibu Bay Club**

By: \_\_\_\_\_

Tony Sarno  
Executive Chair and President of the MBC  
Homeowners Association

By: \_\_\_\_\_

Sue Carol Desfor  
Secretary of the MBC Homeowners Association

Witnesseth by:

Dated: June \_\_\_, 2025

By: \_\_\_\_\_

Miah Calderon  
Community Property Management

Approved as to form:

Dated: June 27, 2025

By: \_\_\_\_\_

Roy Schneider  
Schneiders & Associates LLP

Dated: July \_\_\_, 2025

**Ventura Regional Sanitation District**

By: \_\_\_\_\_

David Newman, Chairman  
Board of Directors

Witnesseth by:

Dated: July \_\_\_, 2025

By: \_\_\_\_\_

Mayra Rodriguez  
Clerk of the Board

Approved as to form:

Dated: July \_\_\_, 2025

By: \_\_\_\_\_

Robert N. Kwong  
NOSSAMAN, LLP

**Exhibits**

- 1: OWTS Agreement dated 09/15/2003
- 2: 2007 OWTS Amendment dated 03/01/2007
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- 4: 2004 Easement Agreement recorded on 09/10/2004
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Exhibits to  
**TERMINATION AGREEMENT**

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- 2: 2007 OWTS Amendment dated 03/01/2007
- 3: 2015 Agreement dated 06/04/2015
- 4: 2004 Easement Agreement recorded on 09/10/2004
- 5: Los Angeles Regional Water Quality Control Board; Board Order Transfer Request Form

# **EXHIBIT 1**

VRSD CONTRACT NO. 03-040

ONSITE WASTEWATER TREATMENT SYSTEM SERVICE AGREEMENT  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
MALIBU BAY CLUB

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2003 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health and Safety Code Section 4700 et seq., (hereinafter referred to as "District"), and MALIBU BAY CLUB, a California non-profit mutual benefit corporation, (hereinafter referred to as "Club").

RECITALS

A. District is a California County Sanitation District organized pursuant to Health and Safety Code Section 4700 et seq.

B. Club is a corporation organized under the General Non-Profit Corporation Law of the State of California law to provide for the management and maintenance of certain commonly owned property and improvements, which are a part of the planned residential urban condominium development located at 41000 Pacific Coast Highway, Malibu, in an unincorporated area of south coast Ventura County. The development is commonly known as the "Malibu Bay Club".

C. Club, through its Board of Directors and its management company, Real Support Property Management, manages and maintains the real property pertinent to this Agreement, as illustrated in Exhibit "A" attached to this Agreement (hereinafter referred to as "Property").

D. Club desires District and District desires, in order to serve the Club and residents of the Malibu Bay Club, to engineer, build, own, maintain and operate an advanced onsite wastewater treatment system including any related effluent disposal facilities (hereinafter referred to as "System") on the Property to treat all wastewater effluence generated from improvements located at the Malibu Bay Club. The System extends from all the pipes conveying sewage located on the "common area" Property and controlled by the Club through the treatment plant, dispersal system and under-seawall drains.

E. Club desires that District own the System and provide wastewater treatment services related to the System constructed on the Property by District, in accordance with District's statutory authority and operating ordinances and regulations, as revised from time to time in the future. District desires to provide such services. References to District's current statutory authority and operating ordinances and regulations are attached hereto as Exhibit "B" of this Agreement.

F. District and Club mutually desire and agree that all reasonable actions will be taken by the District to eliminate any compromise of the aesthetics of the Property from impacts to all senses, such as visually, auditory and olfactory, from the construction, operation, and maintenance of the advanced wastewater treatment system ("System"). The District shall comply with and is bound to the Malibu Bay Club's Declaration of Restrictions also known as Covenants, Conditions and Restrictions (CC&R). Club mailed a copy of the CC&R to District on August 22, 2003. Club will provide three new copies each time the CC&R changes. The District by undertaking constructions, additions, alterations, repairs, installations and improvements shall be subject to the review of Club's Board of Directors which oversees the conformity and harmony of external design and location of everything visual, including any effect on what is grade level and all undertakings above grade level.

### AGREEMENT

IT IS AGREED by the parties as follows:

1. Term.

a. This Agreement shall become effective on the date first stated above and shall continue in effect for 99 years until September 16, 2102, unless terminated earlier as provided below.

b. Club may terminate this Agreement with or without cause by giving the District 365 days prior written notice, provided that on or before the date of termination, Club shall pay to District the remaining unpaid amount of the full value of the expenses and liability (including capital investment in the System) incurred by District in developing and operating the System. Upon written notice of termination by Club, District shall provide within ninety (90) days an estimate of all remaining unpaid expenses and liability incurred by District on behalf of Club.

2. Environmental Documentation and Regulation.

a. The Los Angeles Regional Water Quality Control Board (LA-RWQCB) in Orders Nos. 01-008 and 01-009 has determined that development of the System involves an existing facility and, as such, is exempt from the California Environmental Quality Act of 1970, as amended (CEQA). The exemption is in accordance with California Code of Regulations, Title 14, Chapter 3, Section 15301. Should other environmental documentation or permits be required, District will obtain them as part of the services provided under this Agreement.

b. Upon completion of the System, District, as owner and operator, will be responsible for compliance with LA-RWQCB Orders Nos. 01-008 and 01-009 and all revised orders issued by LA-RWQCB or likewise State organization with jurisdiction, as they become revised from time to time, and addressing all regulations on the construction and operation of the

System. District is not responsible for any regulatory compliance of the system, as it existed prior to construction of the new System. District will indemnify Club against any claim by the governing state organization, including, but not limited to, the LA-RWQCB and that organization's successors or any other government agency for non-compliance with wastewater treatment orders or regulations; provided said claim is caused by a negligent act or failure to act of District.

c. District shall not transfer ownership, maintenance or operations of the System to any third party without the  $\frac{3}{4}$  majority vote approval of the Club general membership.

### 3. Construction of System.

a. The Club has commenced activities associated with permitting and designing the System. District shall reimburse the Club the amount to be determined but approximated to be the sum of \$100,000 for the Club's expenditures for said permitting and designing the System, with the specific amount of reimbursements to be provided by Club to District upon award of the construction contract. District will be responsible for review and may alter the plans, specifications, and the System design to conform to the requirements of the regulatory or funding agencies and District's own engineering review, subject to approval of the Club's Board of Directors prior to advertising for the construction or as necessary.

b. Upon final regulatory approval and final financing agency approval, District shall cause the System to be constructed in accordance with the approved plans and specifications. District will comply with all the applicable laws, ordinances and regulations of all governing bodies having any jurisdiction over said construction.

c. District may need a permit from the Ventura County Planning Department. District may also need a road encroachment permit and perhaps other permits. District will obtain all such permits. Club will cooperate with District in obtaining these permits and provide District with information, if Club has relevant information already on hand.

d. District will provide full construction management on the System. District will coordinate aspects of the construction, which could disturb individual homeowners with the Club. The work which will include, but not be limited to, excavating, shoring, pipe laying, bedding and backfilling, compacting, resurfacing, reviewing submittals on all components, installation of all System components, and all other related work. District will do all within its power to limit the disturbance of the occupants of the Club.

### 4. Right-of-Way Easement.

a. Club shall convey to District, an easement to District, in a form acceptable to District. This easement is intended to convey to District reasonable and necessary rights of way over the Property upon which the System is located, along with easements for ingress and egress to allow District to operate, repair, maintain and replace the installed System



and to allow regulatory and funding agencies to inspect and monitor the System. Club shall furnish District, at Club's cost, a legal description, satisfactory to District, of the property covered by these easements. Club shall provide assurance that District's title to these easements shall be free and clear of any liens, encumbrances or inconsistent property interests.

b. Club recognizes that the System may require other support for proper operation. Such other support includes, but is not limited to, electrical power provided by the Club, intermittent use of a telephone line, interaction with Club's landscape, and venting gases through Club's wastewater exhaust air vents. The easements shall allow such System support.

c. The easement will limit the District to accepting and treating wastewater that originates from the Malibu Bay Club development only and shall not accept wastewater that originates from any other property or development whatsoever. The Club may only grant an exception by a  $\frac{3}{4}$  majority vote approval of the general membership of the Club. Such exception will require a separate written agreement between District and Club.

**5. Transition to District.**

a. The new System will be considered operational when it commences producing effluent that conforms to the LA-RWQCB Order No. 01-008. District shall use its best efforts to complete construction of the new System such that the new System is operational in an effective and efficient time, currently expected to be about May 30, 2004.

b. Within two months of contract signing, Club shall duly execute and deliver to District the appropriate Easement.

c. Operation and maintenance of the Club's existing system, including sampling, may be the subject of a separate "interim" written agreement between Club and District.

d. During construction of the new System, Club shall convey to District, by documents prepared by District, such title to existing components of the existing sewer system as necessary to carry out the terms of this Agreement subject to Club's authority and ability to convey same.

**6. Costs and Compensation For Services.**

a. District shall recover the entire cost of designing and constructing the System and performing the services related to operation, maintenance and repair of the System. District agrees to expend its best efforts to provide the highest quality service at the lowest possible cost. The term "costs" shall mean the reasonable direct and indirect cost of providing the services and shall include, but not be limited to, personnel and other services, supplies, equipment, machinery, capital assets and construction, and amounts necessary to establish a reasonable reserve for future expense and to comply with loan covenants.

b. District and Club anticipate the primary source of funds will be a government agency loan. As of July 2003, such loans provided for interest rates of about 4.33% with a 20-year term. There will be some cash flow funding and some construction related costs that are not funded by the government agency loan. District will consider the value of such funding as a "line of credit" construction loan with a variable rate of the District's investment rate plus 1%. The term for such funding will be 10 years for any funds not later included in the government agency loan.

7. Ongoing System Operation Service. District agrees to provide all labor, equipment, material and service necessary to operate, maintain, repair and replace the System in accordance with all laws and regulations.

8. Ongoing System Service Fees and Charges. Fees and charges to cover District's cost shall be established by the District Board of Directors in open, public session in accordance with all relevant laws and with notice and provision for public and Club input and comment. Said fees may be adjusted from time-to-time at District's sole discretion in the same manner. District will not make such fees higher than necessary to cover past, current, and future costs. Payment shall be made in accordance with the procedures established by District for the collection of fees and charges for its services. These fees and charges may be placed on the County Assessor's property tax roll for each individual property parcel unit and collected as provided for in the California Health and Safety Code. If necessary, District will bill each individual unit for services until the fee can be placed on the tax roll, provided that such billing will start after the new System is operational.

As of August 15, 2003, District anticipates the fee to be \$59/unit/mo with a 20-year term for the capital investment expense and \$50/unit/month for the operation and maintenance expense to be adjusted over time for increased costs.

9. Pretreatment/Unacceptable or Hazardous Materials. Club shall cooperate with District's education program which informs all owners and merchants that they shall not use, generate and/or dispose or permit to escape into the wastewater collection System any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter or other waste or substances or related injurious materials whether injurious by themselves or in combination with other materials and are inappropriate for treatment in the System as established by the District's regulations pertaining to the operation of a System.

10. Communications. District will communicate regularly and update accordingly, various aspects of operations to the Club's duly elected Board of Directors, either directly or through their agents or designated representative(s). District shall be responsive to Club questions and provide detailed explanations about ongoing construction, operation and maintenance of the System. Such communications shall include: fee change; operational problems; and regulatory constraints and any other matters of concern to the Club about the System. Such communication will be by e-mail, phone, or fax. Full and open communications will minimize problems and are highly recommended for both parties.

AS 2

11. **Notification.** All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by certified mail, return receipt requested United States mail, postage prepaid, (in which event such notice shall be deemed given 2 days after the date of deposit in the mail), and addressed as follows or addressed to such other owners or addresses which may be given to the other party:

**Club:** Malibu Bay Club  
c/o Real Support Property Management  
Real Property Support  
28900 Pacific Coast Highway, Suite 107  
Malibu, California 90265

**District:** Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-0704  
Attention: OWTS Supervisor

12. **Incorporation of Exhibits.** All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

13. **Amendment.** Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, waived or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, waiver or termination is sought. Each party agrees that no agent or any party shall have any authority to rely upon or assert any purported, or oral amendment hereof.

14. **Entire Agreement.** This Agreement, together with all instruments being executed and delivered simultaneously with or pursuant to this Agreement, shall constitute the entire agreement among the parties. Each party agrees that this Agreement requires no parol evidence to reflect the intentions of the parties.

15. **Governing Law.** This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

16. Attorneys Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys fees and costs and reasonable out-of-pocket expenses, to be determined by the court, including such reasonable attorney fees and costs for any appeal. The court shall determine who is the "prevailing party."

17. No Partnership. Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

18. Further Assurances. The parties agree to execute all documents and instruments and to take all action necessary and required to carry out the terms of this Agreement. The parties shall use their best efforts to accomplish the provisions hereof. District's General Manager or authorized agent and Club's authorized agent are hereby authorized to take other action consistent with this Agreement in order to carry out the intent of this Agreement.

19. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during its term, such provision will be fully severable and this Agreement will be construed and enforced as if such severed provision never existed. The remaining provisions will remain in full force and will not be affected by the severed provision. Furthermore, in lieu of such severed provision, there will be added automatically as part of this Agreement a provision as similar in its terms as may be possible and be legal and enforceable.

20. Successors. Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

21. No Third Party Benefited. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns. Nothing in this Agreement shall relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

22. Accounting. District will provide annually an accounting of expenses and revenue on the system installed for Club.

23. Indemnification. District will indemnify Club against any claim of liability or loss from personal injury or property damage resulting from or arising out of the construction or use of System or Property; provided said liability or loss arise out of the performance of District of the services required herein and are caused by a negligent act or failure to act of District.



VENTURA REGIONAL SANITATION  
DISTRICT

By Bill Smith  
Bill Smith - General Manager

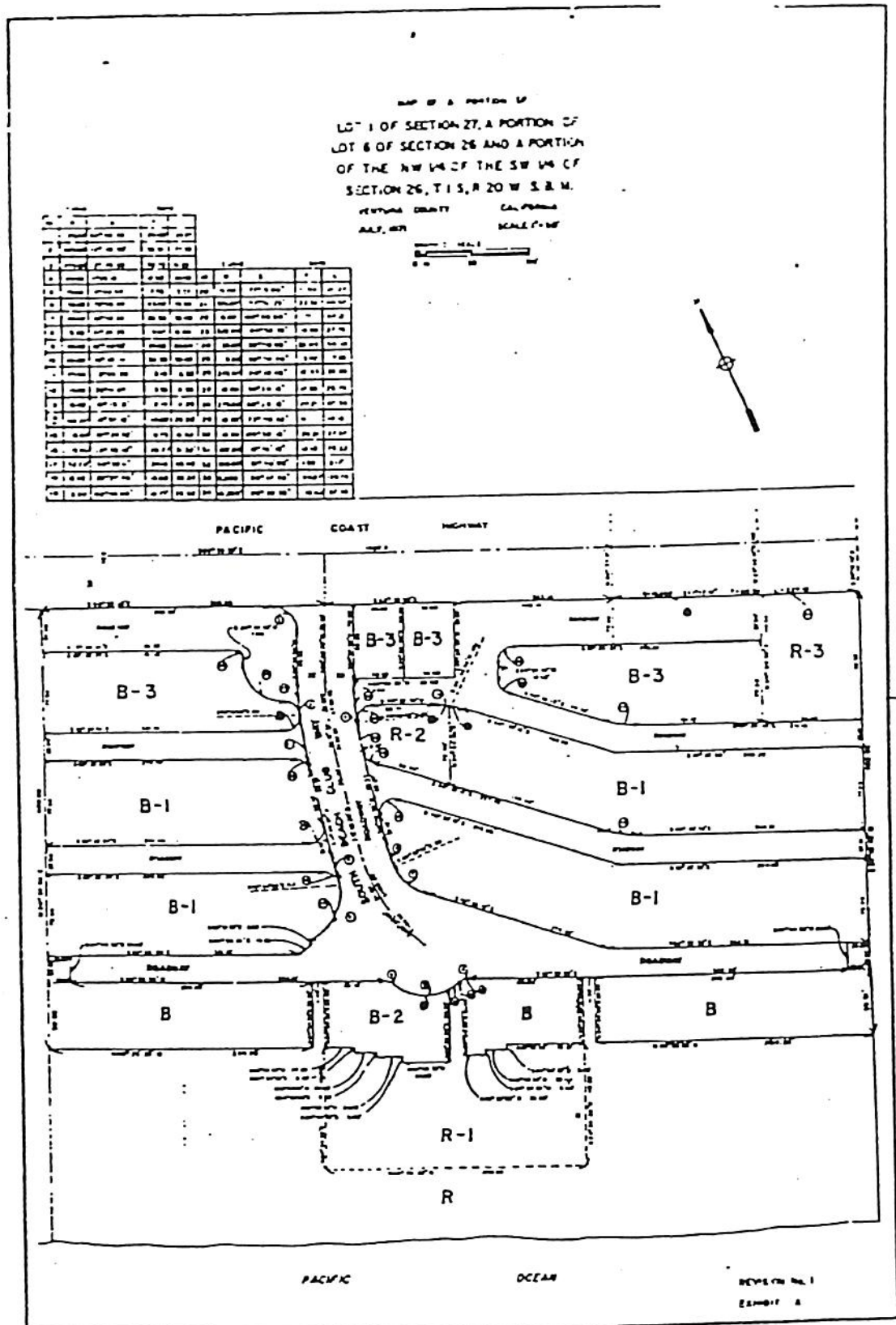
MALIBU BAY CLUB HOMEOWNERS  
ASSOCIATION

By BENJAMIN SWARTZMAN  
CO-TREASURER / VP  
E dmd

BS 24

**Exhibit "A" – Property Illustration**





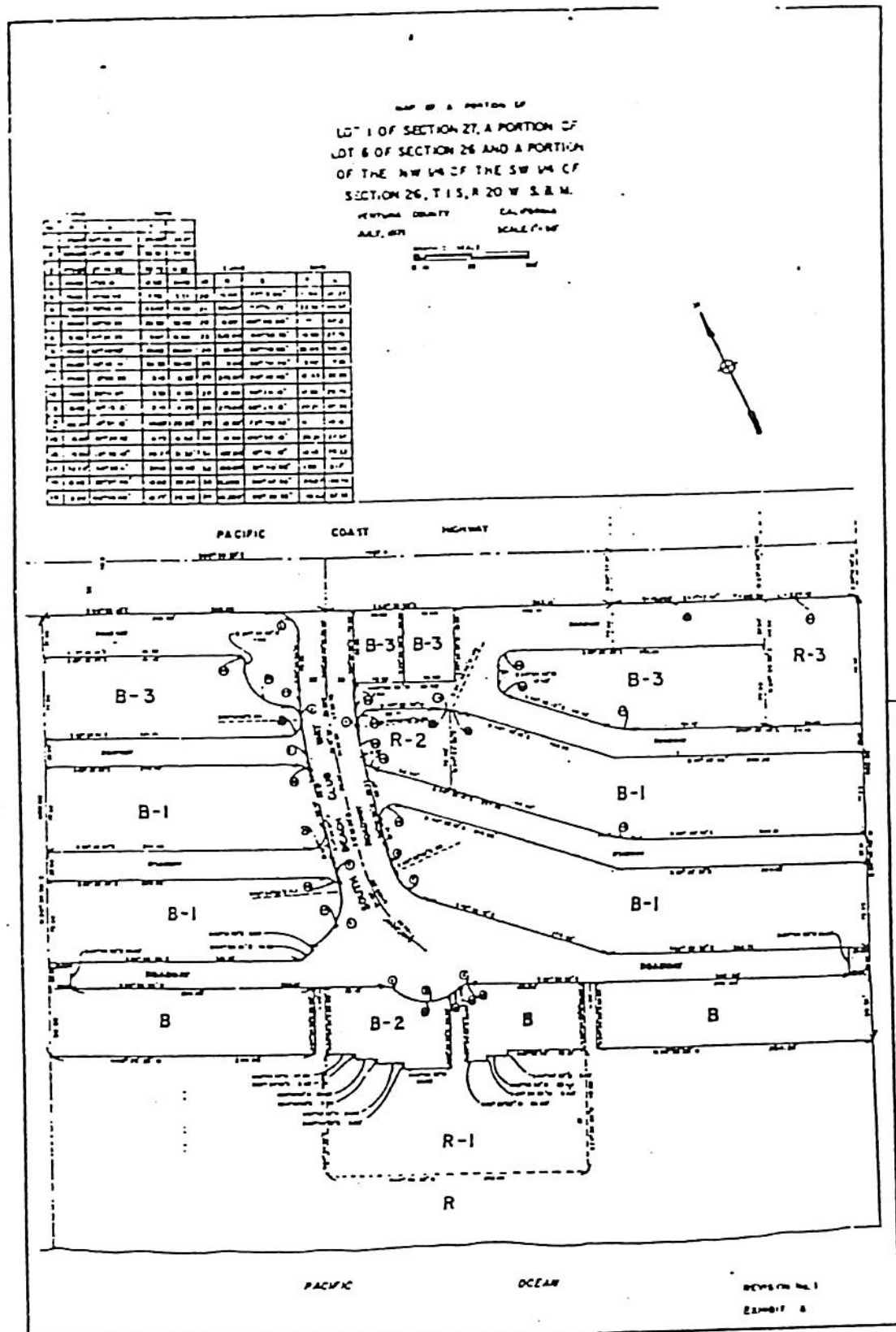
## **Exhibit "B" – District's Statutory Authority, Ordinances, and Regulations**

The District was formed and functions pursuant to the authority of the County Sanitation District Act, which is set forth in the Health and Safety Code of California (Health and Safety Code §§4700, et seq.). This Code establishes and governs the District's exercise of its statutory powers. Other statutes governing the conduct of the District's affairs are found in various California Codes, including, but not limited to the Government Code, the Health and Safety Code, and the Public Resources Code. The provisions of these statutes are amplified by various portions of the California Code of Regulations.

The District has also adopted ordinances, resolutions and policies that pertain to various aspects of the District's business. Copies of these ordinances, resolutions and policies are maintained by the District's Clerk of the Board.







# **EXHIBIT 2**

**CONTRACT NO. 03-040-1**

**AMENDMENT NO. 1 TO CONTRACT NO. 03-040  
ONSITE WASTEWATER TREATMENT SERVICE AGREEMENT  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
MALIBU BAY CLUB**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of March 2007 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and MALIBU BAY CLUB, hereinafter "CLUB".

**RECITALS**

- A. On the 16<sup>th</sup> day of September 2003, a certain contract, hereinafter referred to as Contract No. 03-040, was executed between DISTRICT and CLUB for onsite wastewater treatment services.
- B. DISTRICT and CLUB have agreed to certain amendments to Contract No. 03-040 to facilitate a tax-exempt borrowing to reimburse DISTRICT for costs incurred to construct the wastewater facility.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 03-040, a copy of which is attached as Exhibit "A" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1.b.

"Club and District may mutually agree, in writing, to terminate this Agreement, provided that on or before the date of termination, Club shall obtain replacement permits from the Los Angeles Regional Quality Control Board and the County of Ventura and pay to District the remaining unpaid amount of the full value of the expenses and liability (including capital investment in the System) incurred by District in developing and operating the System. Upon written agreement of termination, District shall provide within ninety (90) days an estimate of all remaining unpaid expenses and liability incurred by District on behalf of Club."

The parties further agree the following language shall replace the original provisions of Article 2.c.

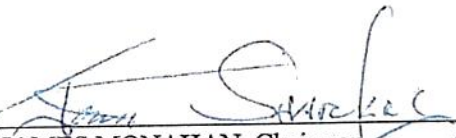
"In the event District transfers ownership, maintenance or operations of the System to any third party, it shall provide written notice of such transfer to the Club at least 30 days prior to the date of transfer."

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED AS TO FORM: ARNOLD, BLEUEL  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

VENTURA REGIONAL SANITATION  
DISTRICT

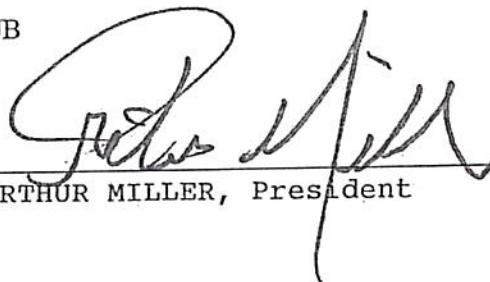
By   
MARK A. ZIRBEL, Legal Counsel

By   
JAMES MONAHAN, Chairman

ATTEST:

CLUB

By   
RHONDA CATRON, Clerk of the Board

By   
ARTHUR MILLER, President

# **EXHIBIT 3**

**VRSD CONTRACT NO. 15-016**

**COMPROMISE AND SETTLEMENT AGREEMENT  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
MALIBU BAY CLUB**

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of June 2015 by and between VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("District") and MALIBU BAY CLUB, a California non-profit mutual benefit corporation, ("Club").

**RECITALS**

A. Club provides for the management and maintenance of certain commonly owned property and improvements, which are a part of a planned residential development located at 41000 Pacific Coast Highway, Malibu, in an unincorporated area of the south coast of Ventura County. The development and the property it occupies are commonly known as the "Malibu Bay Club".

B. District owns, maintains and operates an onsite wastewater treatment system ("System") which collects, treats, and discharges residential wastewater generated from residential units located at the Malibu Bay Club.

C. The System was constructed and has been operated following a September 16, 2003, Onsite Wastewater Treatment System Service Agreement ("Original Agreement") between, District and Club, VRSD Contract No. 03-040. Disputes between the District and the Club have arisen out of activities associated with the implementation of the Original Agreement. These disputes relate to District's proposed adoption of Ordinance No. 114 to set future sanitation charges, District's attempts to collect certain System operational expenses incurred by District's over the last seven years which exceeded the revenue generated, the parties respective obligations to pay for potential expenses to fund a solution to the construction of a portion of the System within a Ventura County public access easement, and the adequacy of communications between the parties. The parties desire to settle these issues by this Agreement and to commit to cooperation in pursuing future infrastructure improvements.

D. On May 7, 2015, District conducted a public hearing to consider the adoption of a proposed District Ordinance which would have increased Sewer Service Charges imposed by District on the residential units served by the System. The Club had expressed opposition to the adoption of that proposed Ordinance. The District did not adopt the proposed Ordinance because the residential unit owners at Malibu Bay Club submitted a majority protest. Subsequently, the District, in consideration of the prospect of the making of this Agreement, issued a new notice of a public hearing scheduled for July 2, 2015 regarding a new proposed Ordinance ("Ordinance

No. 114") which would increase Sewer Service Charges. A copy of this notice is attached as Exhibit A of this Agreement. Ordinance No. 114, including the proposed Sewer Service Charges, and the terms of this Agreement, have been recommended for approval by representatives of District and Club in an effort to develop a comprehensive resolution of the above-referenced disputes.

E. The members of the Club are also the 136 residential unit owners served by the System. The Club is not a residential unit owner, and cannot bind the residential owners individually to this Agreement, but has agreed to recommend and encourage its members to refrain from protesting the proposed new ordinance based on the terms and consideration provided by this Agreement. The Club owns and controls the common areas in which the System is located, subject to terms of the Easement Agreement described below.

### **AGREEMENT**

IT IS AGREED by the parties as follows:

**1. Recitals.**

The parties agree that the above Recitals are accurate and that the terms of this Agreement and the proposed new Ordinance No. 114 increasing Sewer Service Charges for the System would benefit the residents and owners of the residential units at the Malibu Bay Club and provide adequate, fair and substantial consideration to both District and Club.

**2. Term.**

This Agreement shall become effective upon the adoption of the proposed Ordinance No. 114, which is scheduled to be heard on July 2, 2015. If Ordinance No. 114 fails because of court action brought by an owner or other source, District will be released, at its option, from any unfilled obligations under this Agreement.

**3. New Service Charges to Repay a Discounted Portion of Outstanding Advances from District General Fund**

District has sought to collect from the Malibu Bay Club residential unit owners \$400,000, which represent the amount of an accounts receivable on District's books for System expenses that District contends were incurred during prior years when the sewer service charges collected were not sufficient to cover System expenses. District contends that it advanced monies from its General Fund to fund these expenses in order to continue operation of the System. These advanced funds have been identified by the District as an accumulated advance of monies to be repaid by service charges. District contends it is entitled to recoup its actual costs of service through these sewer service charges. Club has disputed the owners' obligation to repay those advanced general fund monies. In order to compromise this dispute, the parties agree, subject to District Board of Director's final approval of Ordinance No. 114, set for hearing on July 2, 2015, that District shall write-off, and the Club shall support, a reduction of \$100,000



from the accumulated general fund advance. Accordingly, District shall collect service charges in the amount that provides for the repayment of \$300,000 in general fund advances. Furthermore, the parties agree that Ordinance No. 114 shall create a Temporary Supplemental Service Charge. The proposed Temporary Supplemental Service Charge shall operate to repay the remaining \$300,000 of advanced General Funds and develop a \$50,000 Reserve Fund to be used for unanticipated and not budgeted System expenses. Ordinance No. 114 shall provide that this Reserve Fund shall be accounted for separately and that monies in this account shall be set aside for unanticipated expenses and that this account shall also serve as a rate stabilization fund where revenues which exceed expenses in a given year will be accumulated for subsequent funding for System related purposes by District Board of Directors action. Residential Owners shall be given reasonable prior notice of board meetings at which the use of said reserve funds will be considered. The Temporary Supplemental Service Charge is calculated to be \$42.90 per month per unit for five years with the allocation of \$36.77 per month to repay the advances from the General Fund and \$6.13 per month to build the Reserve. This Temporary Supplemental Charge shall cease after five years.

**4. Payment relating to the Easement Agreement and the County's Access Easement**

On September 2, 2004, District and Club entered into an Easement Agreement whereby Club granted to District a non-exclusive right of way easement over common areas located at the Malibu Bay Club for the purpose of constructing, operating, repairing, maintaining, replacing and taking access to the System ("Easement Agreement"). Subsequent to the making of the Easement Agreement, the County of Ventura has asserted rights under a pre-existing public access easement ("County access easement") which is located along the westerly six feet of the Malibu Bay Club and has never been used by the public.

The County of Ventura has asserted that a portion of the System has been constructed on a portion of the County access easement at the western terminus of Starfish Lane without proper permission., County served a September 8, 2009 Notice of Violation requiring that the encroaching equipment be relocated. District has developed plans to relocate which identify the equipment to be relocated ("Subject Equipment"). MBC has been negotiating an arrangement with County, California State Parks and the California Coastal Commission by which the County access easement would be abandoned by County, relocation of the Subject Equipment would not be required and improvements would be constructed to facilitate nearby agreed upon improved public access in lieu of the County access easement. There has been a dispute between Club and District regarding their respective obligations to fund this relocation or the in lieu measures if permitted by the governmental agencies.

District will actively support Club's proposals to the County of Ventura, the California State Parks Department, and California Coastal Commission to resolve the County land use enforcement action arising due to the location of the Subject Equipment in the County access easement. District will use its own general funds first to pay up to \$75,000 for County approved construction work necessary to either relocate the Subject Equipment from the easement or facilitate alternative public access. District shall pay such amounts as invoices for such work are received and approved by Club. Club shall pay any additional amounts to relocate the Subject Equipment or for any construction of alternate public access, including amounts



required to comply with governmental requirements regarding the above-referenced Club's proposals. Each party will be and is responsible for its own internal expenses, such as legal, staff and professional fees. Club hereby fully releases District from any and all claims arising from or related to relocating the Subject Equipment from the easement or from any obligation to contribute to any expenses incurred for alternative public access if agreed to by the necessary parties.

**5. Financing Collection System Construction**

District and Club recognize that there is a need to replace or refurbish the aging Malibu Bay Club Wastewater collection system of pipelines, manholes, holding tanks and leach lines which were part of the earlier sanitation system, but not replaced when the current System was constructed. District and Club shall, immediately upon the adoption of Ordinance No. 114, commence cooperative efforts, in good faith, to develop a plan for the financing and construction of a new wastewater collection system. Among other things, the parties will develop an inventory of the collection system's components, the ages of the components, a list of when and where they need to be replaced or otherwise repaired, and determine whether the replaced collection system shall continue to be owned and financed as a private facility or as a public facility. The parties will work in good faith to develop a timely plan to do so.

It is understood that the best method of financing the construction of a new collection system may utilize tax exempt financing. District and Club shall cooperate in the planning for an appropriate financing mechanism for this collection system project. District will actively use its skill, influence and experience to attempt to obtain favorable financing and terms and provide its recommendations for appropriate repair and replacement. District and Club shall also investigate the possibility of obtaining reduced interest rates and extending the number of years on the current financing for the System in an effort to bring down costs for residential owners.

**6. Future Communications and Cooperation.**

District and Club both recognize that their interests and those of the individual residential owners benefit from transparency and regular communications concerning the System. They share common goals. The parties accordingly commit to enhanced communications, including regular meetings at least every six months, to discuss System issues, deviations from budget, unexpected events and matters of mutual concern. The District will prepare an annual report on operations, financial performance and other matters to be sent to the owners using names and addresses provided by the Club. The Club's board of directors is elected by the Club's membership to represent its members and will appoint representatives to engage in communications. The District will likewise delegate members of its management and/or its board for that purpose.

**7. Compromise Agreement and Mutual Release**

(a) **Nature and Effect of Agreement.** This Agreement consists of a compromise and settlement by each party of that party's claims arising out of the specific issues and matters described in this Agreement.

(b) **Mutual Compromise Agreement.** Each party, in consideration of the promises and concessions made by the other, hereby compromises and settles any and all past, present, or future claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery, that the party now has or may hereafter have against the other party and the other party's predecessors and successors in interest, and assigns, arising from the specific issues described above.

(c) **Mutual General Release.** Each of the parties, on behalf of itself, and assigns, hereby fully releases and discharges the other party and that party's assigns, from all rights, claims, and actions that each party now has against the other party arising from the issues described above as of the date of this Agreement.

7. **Attorneys' Fees.** Each party to this Agreement shall bear, and shall not charge to the other, attorneys' fees and costs arising from that party's own counsel in connection with the making of this Agreement, and the matters referred to herein.

8. **Governing Law.** This Agreement is entered into, and shall be construed and interpreted, in accordance with the laws of the State of California. Any Superior Court action arising in this case shall be filed and heard in the Ventura County Superior Court.

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

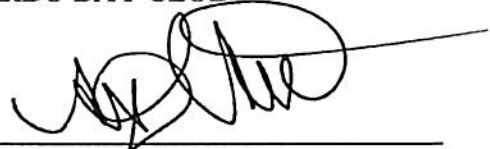
VENTURA REGIONAL SANITATION  
DISTRICT

By

  
\_\_\_\_\_  
RICK NEAL, Chairman

MALIBU BAY CLUB


By

  
\_\_\_\_\_  
Siegmund Gutman, President

APPROVED AS TO FORM:


ARNOLD LaROCHELLE MATHEWS  
VANCONAS & ZIRBEL LLP

By

  
\_\_\_\_\_  
Mark Zirbel

Legal Counsel for DISTRICT

By:

  
\_\_\_\_\_  
Gary Wilstein, Director

ATTEST:

By

  
\_\_\_\_\_  
Josie Guzman, CMC, Clerk of the Board

# VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



## VENTURA REGIONAL SANITATION DISTRICT

### MALIBU BAY CLUB ONSITE WASTEWATER TREATMENT SYSTEM

#### NOTICE OF JULY 2, 2015 PUBLIC HEARING ON

#### PROPOSED SEWER SERVICE CHARGE INCREASE

#### Date, Time, Purpose and Location of Public Hearing

The Ventura Regional Sanitation District ("District") will conduct a public hearing on July 2, 2015 at 8:30 a.m. at the District's Board Room, located at 1001 Partridge Drive, Suite 150, Ventura, California. The purpose of the hearing is to consider the adoption of an ordinance increasing sewer service charges imposed by the District on the residential units served by the Malibu Bay Club Onsite Wastewater Treatment System ("System").

#### Background

The District, a county sanitation district authorized and formed pursuant to California Health & Safety Code section 4700 et seq., owns and operates the System. The System serves the wastewater needs of all residential units at the Malibu Bay Club development ("MBC"). The District has authority to charge the owners of each residential unit at MBC the cost of this service. These owners are each independently responsible for payment for the wastewater services their unit receives. In addition, the District is a party to an agreement with the Malibu Bay Club, your homeowners association, ("Association"). The District and the Association endeavor to communicate and cooperate for the purpose of enhancing the services provided to each MBC owner.

On May 7, 2015, the District conducted a public hearing regarding a previously proposed sewer charge increase pursuant to a similar public notice which had been sent to each MBC residential unit owner in March 2015. At the May 7, 2015 meeting, the District Board of Directors ("Board") did not adopt the proposed increase to the System service charge because the MBC residential unit owners submitted a majority protest.

Despite the outcome of the previously proposed System service charge increase, the District and representatives of the Association have been meeting since April 2015 to develop the outline of a comprehensive resolution of a number of outstanding System issues of public health and safety importance. At its May 7, 2015 meeting, the District's Board received a report from its staff on the progress and proposed content of a formal agreement by and between the District and the Association for a comprehensive resolution of several System issues. The District Board directed District staff to

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Ventura County • **CITIES:** Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks

**SPECIAL DISTRICTS:** Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement • Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16



continue meeting with representatives of the Association in order to develop a binding agreement for the Board's consideration at their meeting on June 4, 2015.

The District Board further directed the District staff to send this public notice to you proposing a revised sewer service charge increase and structure which has been developed in coordination and consultation with the Associations representatives. Also at the May 7, 2015 hearing, both the District staff and the Associations representative testified as to their commitment to cooperate and work towards the adoption and implementation of a comprehensive resolution of System issues.

### **Key Elements of the Comprehensive Resolution of System Issues**

Subject to the approval of the Ordinance establishing the revised sewer service charge increase described here and the approval of the District and Association Boards, the parties would enter into an agreement that provided for the following:

#### **(1) District General Fund Advances for System**

Currently, the District is showing a \$400,000 accounts receivable item on its financial books that reflects System expenses over the years when the sewer service charges were not sufficient to cover these expenses and the District was forced to advance monies from its General Fund to fund the continued operation of this essential public service to MBC residential unit owners. These advanced funds have been identified as an accumulated advance of monies to be repaid by service charges. By statute and by agreement with the Association, the District is entitled to recoup its actual costs of service through sewer service charges. The Association has disputed the owners' obligation to repay all of those advanced general fund monies. In the spirit of compromise, however, the District has proposed to write-off, and Association representatives have tentatively agreed to accept a reduction of, \$100,000 from the accumulated general fund advance.

In consideration of the anticipated repayment of \$300,000 in general fund advances to continue operation of this essential public service and other components of the comprehensive resolution of System issues, the District is proposing a Temporary Supplemental Service Charge that collects the accumulated account receivable after subtracting the \$100,000 write-off. The proposed Temporary Supplemental Service Charge shall last for only the next 5 fiscal years and will operate to repay the remaining \$300,000 of advanced General Funds and develop a \$50,000 Reserve Fund to be used for unanticipated System expenses. The Temporary Supplemental Service Charge is calculated to be \$42.90 per month for five years, with the allocation of \$36.77 per month to repay the advances from the General Fund and \$6.13 to build the Reserve. This Temporary Supplemental Charge goes away after five years.

#### **(2) Location of System and Coastal Public Access Easement**

In recognition of its interest in working with the residential unit owners and the Association regarding the County of Ventura's assertion of its rights under a public access easement along the westerly six feet of the MBC, the District is prepared to

commit up to \$75,000 in funding for the work necessary to relocate or otherwise deal with this coastal public access issue.

### (3) Long-term System Viability

The MBC wastewater treatment and sewer system is composed of two parts. First, there is a collection system that gathers all the wastewater produced by the MBC residential units. Second, there is on-site wastewater treatment facility which treats the collected wastewater before it can be discharged to the MBC leach lines. Although the on-site wastewater treatment facility is working as designed, both the Association and the District recognize that there is a need to replace or refurbish the aging MBC collection infrastructure.

Both the Association and District have preliminarily agreed to work together to develop a plan for the financing and construction of a new collection system. The existing collection system, which is over 40 years old and consists of clay pipe buried in sand, does not meet current standards and must be rebuilt in the near future. This collection system is already experiencing spills which may not long be tolerated by the regulatory agencies. Failure to move forward with this infrastructure rebuild could have a dramatically adverse impact on your ability to use and enjoy your property.

It is understood that the best method of financing such an essential public service project may be utilization of tax exempt financing. VRSD is willing to actively assist in the creation of an appropriate financing mechanism for this collection system project for MBC. It may also be possible to obtain reduced interest rates on the current financing for the System.

### **Proposed Sewer Service Charges**

The cost associated with the ongoing System operation and maintenance are funded by the sewer service charges approved by the Board and collected on the County of Ventura Property Tax roll. The ordinary operational and maintenance expenses for the System have been consistent with the budget projections for that last two fiscal years and the District can now reasonable set the Base Service Charge by dividing the budgeted System costs by the number of residential units served.

For Fiscal Year 2015-2016, the proposed Base Sewer Service Charge per residential unit would increase by \$3.74 from \$106.43 to \$110.17 per month, effective July 1, 2015. Effective July 1, 2016 and on July 1 of each subsequent Fiscal Year from 2016-2017, through 2020-2021, the proposed Base Sewer Service Charge per residential unit per month would be adjusted by the changes in the cost of living as measured by the U.S. Department of Labor Consumer Price Index ("CPI"). In no case will the District implement a CPI adjustment that contributes to the collection of charges that exceed the cost of providing the service.

Sewer service charges are calculated so that revenues from these charges do not exceed the District's estimated reasonable costs of providing the sewer service. Specifically, the Board has relied on District reports, budgets and plans in determining a sewer service charge that provides adequate revenues to: (1) cover the ordinary cost of providing System operation and maintenance; (2) establish a reserve for unanticipated and unbudgeted System expenses; (3) satisfy debt obligations related to the operation and maintenance of the System, including recovery of the discounted amount of funds advanced from the District's General Fund; and (4) implement programs and improvements necessary to comply with increasingly stringent regulatory requirements.

New capital costs, establishment of reserves and repayment of District General Fund advances may also be funded by sewer service charge revenues. In years past, the Sewer Service Charges have not been sufficient to cover all System operational expenses and, therefore, the District has advanced monies from its General Fund to allow the System to continue to operate. These advanced funds have been identified as an accumulated advance of monies to be repaid by service charges on MBC residential unit owners who benefit from this System. In order to accomplish the refunding of these accumulated advances, subject to the \$100,000 write-off described above, the proposed Ordinance would create a Temporary Supplemental Sewer Service Charge as described in more detail above. This Supplemental Sewer Service Charge would remain at \$42.90 per month from July 1, 2015 through June 30, 2020, at which time it would expire and no longer be applicable in successive fiscal years.

If approved and implemented, the Temporary Supplemental Service Charge would be added to the Base Service Charge to calculate a Total Service Charge to be applied to each residential unit per month. For example, for the first year of this five year program, effective July 1, 2015, the Base Charge of \$110.17 would be added to the Supplemental Charge of \$42.90, which would result in a Total Service Charge of \$153.07 per month for the limited time period of 5 years. Please see the hypothetical example attached hereto. This hypothetical example assumes a 3% cost of living annual increase to the Base Rate and a 3% annual increase in the cost of running the System.

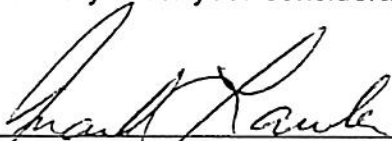
#### **Questions, Comments and Protest**

The District, in cooperation with the Association, has now taken significant steps to resolve old disputes and address new challenges. We hope you will call us or consult with your Homeowners Association if you have any remaining questions or concerns about these new proposed service charges. Any Malibu Bay Club residential unit property owner wishing to protest the proposed sewer service charges must do so in writing. Written protests must be delivered to the District either by mail or by personal delivery. Protests delivered by email or fax will not be counted. Written protests must be signed by the property owner of record and state the address or parcel number of the owner's property. Any written protest must be received by the Clerk of the Board prior to 8:30 a.m. on July 2, 2015, at the following address: Ventura Regional Sanitation District, Attention: Clerk of the Board, 1001 Partridge Drive, Suite 150, Ventura, CA

93003. Written protests will also be accepted at the July 2, 2015 public hearing, provided they are received prior to close of that hearing. Oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest.

If you have any questions regarding this matter, please call 805-658-4600.

Thank you for your consideration.



---

Mark Lawler  
General Manager



# Ventura Regional Sanitation District Malibu Bay Club

## Proposed Service Charges FY2016 - FY2020

### Hypothetical Example of Proposed Service Charges

Assuming 3.00% CPI Increase Per Year Affecting Both Total Service Charge and Total Annual Cost

Period	Base Annual % Increase	Base Monthly Service Charge per Residential Unit	Temporary Supplemental Charge per Residential Unit	Total Monthly Charge per Residential Unit	Additional Contribution Toward Reserve	Accumulated Deficit After Accounting For Reserve
FY 2015 Budget	(a) 20.00%	\$106.43	(b) -	\$106.43	(c)	-\$402,996.03
FY 2016	3.51%	\$110.17	\$42.90	\$153.07	\$10,004.16	-\$239,994.84
FY 2017	CPI	\$113.48	\$42.90	\$156.38	\$10,004.16	-\$179,981.79
FY 2018	CPI	\$116.88	\$42.90	\$159.78	\$10,004.16	-\$119,975.79
FY 2019	CPI	\$120.39	\$42.90	\$163.29	\$10,004.16	-\$59,963.99
FY 2020	CPI	\$124.00	\$42.90	\$166.90	\$10,004.16	\$45.13
FY 2021	CPI	\$127.72	-	\$127.72		\$45.62

(a) FY2017 - FY2021: CPI Increase of 3.00% per year is assumed.

(b) FY2016 - FY2020: Fixed Temporary Charge for 5 years only, by Ordinance. \$36.77 per month, per Residential Unit, is to pay back the accumulated deficit. The remainder (\$6.13) is to build a reserve.

(c) FY2016: Funded with Temporary Supplemental Charge



# **EXHIBIT 4**

Recorded at no fee in accordance  
with Government Code Section 27383

Recording Requested By and  
When Recorded, Mail To:

Debi DeWees, Management Specialist  
Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, CA 93003-5562

RECEIVED

SEP 27 2004

VENTURA REGIONAL  
SANITATION DISTRICT



20040910-0248091

Pages: 6 Fees: \$0.00

09/10/2004 01:42:49 PM

T20040083334 DS

Ventura County Recorder

Philip J. Schmit

EASEMENT AGREEMENT

ASSESSOR'S PARCEL NO. \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> day of September 2004, by and between MALIBU BAY CLUB, a California non-profit mutual benefit corporation, ("Club") and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code §4700, et. seq., ("District.")

**RECITALS**

A. District is a California County Sanitation District organized pursuant to Health and Safety Code Section 4700 et seq.

B. Club is a corporation organized under the General Non-Profit Corporation Law of the State of California law to provide for the management and maintenance of certain commonly owned property and improvements, which are a part of the planned residential urban condominium development located at 41000 Pacific Coast Highway, Malibu, in an unincorporated area of Ventura County. The development is commonly known as the "Malibu Bay Club".

C. Club owns an easement in gross and other property interests in the real property more particularly described and illustrated in "Exhibit A" attached hereto and incorporated herein by reference ("Property").

D. On September 16, 2003 Club and District entered into the Onsite Wastewater Treatment System Service Agreement ("Service Agreement") which provides that District shall engineer, build, own, maintain and operate an advanced onsite wastewater treatment system, including any related effluent disposal facilities, ("System") on the Property in order to treat all wastewater effluence generated from improvements located at the Malibu Bay Club. The System includes all the pipes conveying sewage located on the Property, the treatment plant, all related facilities, improvements and equipment and the dispersal system and under-seawall drains. The Service Agreement requires the Club to grant to the District an easement which provides District with the necessary property rights to carry out the provisions of the Service Agreement.



facilities, improvements and equipment and the dispersal system and under-seawall drains. The Service Agreement requires the Club to grant to the District an easement which provides District with the necessary property rights to carry out the provisions of the Service Agreement. Accordingly, Club desires to grant to the District an easement for the purpose set forth below on the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the Service Agreement, Club grants, assigns and conveys to District a nonexclusive permanent right of way easement across, over, in, above, under, and through the Property, for the purpose of constructing, operating, repairing, maintaining, replacing and taking access to the System. ("Easement") The scope of the Easement shall include and Club hereby grants assigns and conveys to District the following rights:

a. The right of ingress and egress, access, parking related to the provisions of services under the Service Agreement.

b. The right for temporary use as required during the construction, replacement, repair or maintenance of the improvements constructed within the Easement.

c. The right to use the Easement for the purposes of installing, using, maintaining, repairing, replacing and operating the System and such necessary cables, lines, vaults, transformers, mains, pipes and other apparatus or facilities necessary to operate the System. The System may require other utility support for proper operation. Such other support includes but is not limited to electrical power provided by the Club or club's utility provider, intermittent use of a telephone line, interaction with Club's landscape, and venting gases through wastewater exhaust air vents. District and Club shall coordinate regarding such other support, provided that the District shall bear any and all expense payable to third parties

d. The right to erect, maintain, repair, cut and fill any slopes, inclines or planes upon any portion of the Easement whenever in the reasonable discretion of District, the maintenance of any such slopes, inclines or planes is necessary for the lateral, subjacent or vertical support or protection of any improvements constructed within the Easement.

e. Any other rights to perform such other activities on the Easement as may be reasonably related to or consistent with the foregoing rights set forth in this Agreement.

2. District shall not erect, construct or build upon the Easement any structures or permanent fixtures without the prior written approval of Club, which approval may not be unreasonably withheld, delayed or conditioned so long as the proposed improvements are related to the proper operation of the System.

3. The System will only collect and treat wastewater that originates from the Malibu Bay Club development. Wastewater from other sources will not be collected or treated within the easement except upon a  $\frac{3}{4}$  majority vote of the general Club membership for each instance. Should such approval be granted, Club and District shall make and record any required easement revisions to this easement.



4. For routine business, Club shall provide District with three gate passes (or 'keys'). During unusual construction or maintenance activities, such as the 2004 System construction, Club and District will agree on a commercially reasonable number of additional passes.
5. Regulatory and funding agencies shall be allowed to inspect and monitor the System. Club and District shall reasonably comply with legal requests made by regulatory or funding agencies for passes in a manner consistent with each agency's legal right of access.
6. Maintenance of the Easement shall include occasional visits to check operation, respond to alarms, replace with rebuilt or new equipment, or dig and repair. Club shall avoid placing obstructions, which would interfere with maintenance by District over the Easement.
7. In an emergency, District is exempt from CC&R restrictions. An emergency is an unanticipated hazard to life, property, public health, or water quality that develops in less than a day. District will take emergency action and report the need for action and the actions taken to the Club.
8. Club is aware that District will be required to enter onto Club's property to perform periodic maintenance and repair. As individual homeowners are paying for District's work, Club and District will make cost effective arrangements on a case by case basis to replace any losses or damages including, but not limited, damages to shrubbery, gardens, trees, other landscaping, pavement, fence, or other improvement within the Easement. However, District and/or its agents shall exercise reasonable care to protect property when crossing over the access way and to protect property adjoining the area where work is being done.
9. District agrees to hold Club harmless from any and all liabilities, causes of action, losses, damages, attorney's fees or other related expenses resulting directly from District's operation and maintenance of its collector sewer system, except for damages resulting from the negligence or willful misconduct of Club and/or its agents. District's agreement to hold Club harmless from the above-mentioned actions shall, at Club's option, include providing Club with a defense by counsel of District's choosing.
10. Each and all of the covenants, restrictions,, conditions, and provisions contained in this Agreement, whether affirmative or negative in nature, (a) are made for the direct, mutual and reciprocal benefit of the property; (b) will create mutual equitable servitudes upon the Property; (c) will constitute covenants running with the land; (d) will bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that the Property affected or bound by the covenant, restriction, condition or provision in questions; and (e) will inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns to their respective parcels of land.
11. Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.



12. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

13. In the event of any controversy, claim or dispute between the parties hereto arising out of, or relating to this agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation which will be determined by the court in such litigation or in a separate action brought for that purpose.

VENTURA REGIONAL SANITATION  
DISTRICT

MALIBU BAY CLUB HOMEOWNERS  
ASSOCIATION

By Bill Smith

Bill Smith - General Manager

By Helmut Martinek  
HELMUT MARTINEK  
Association Manager

State of California )  
Los Angeles )  
County of Ventura )

On 7-27-2004 before me, CAROL CAVELLA, Notary Public  
Name and Title of Officer

personally appeared HELMUT MARTINEK  
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Carol Cavella  
Signature of Notary Public

State of California )  
 )  
 County of Ventura )

On        20      , before me, \_\_\_\_\_  
 Name and Title of Officer

personally appeared Bill Smith, personally known to me to be the District Manager of the Triunfo Sanitation District, a California County Sanitation District, known to me to be the person(s) who executed the within instrument on behalf of said District.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

State of California )  
 )  
 County of Ventura )

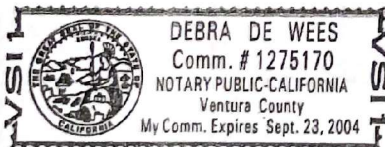
On 9-2 2004, before me, Debra DeWees  
 Name and Title of Officer

personally appeared Bill Smith  
 Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Debra DeWees  
 Signature of Notary Public



### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement was hereby accepted by the Board of Directors of Ventura Regional Sanitation District on July 17, 2003 and the grantee consents to recordation hereof by its duly authorized officer.

Dated: 9-2-04

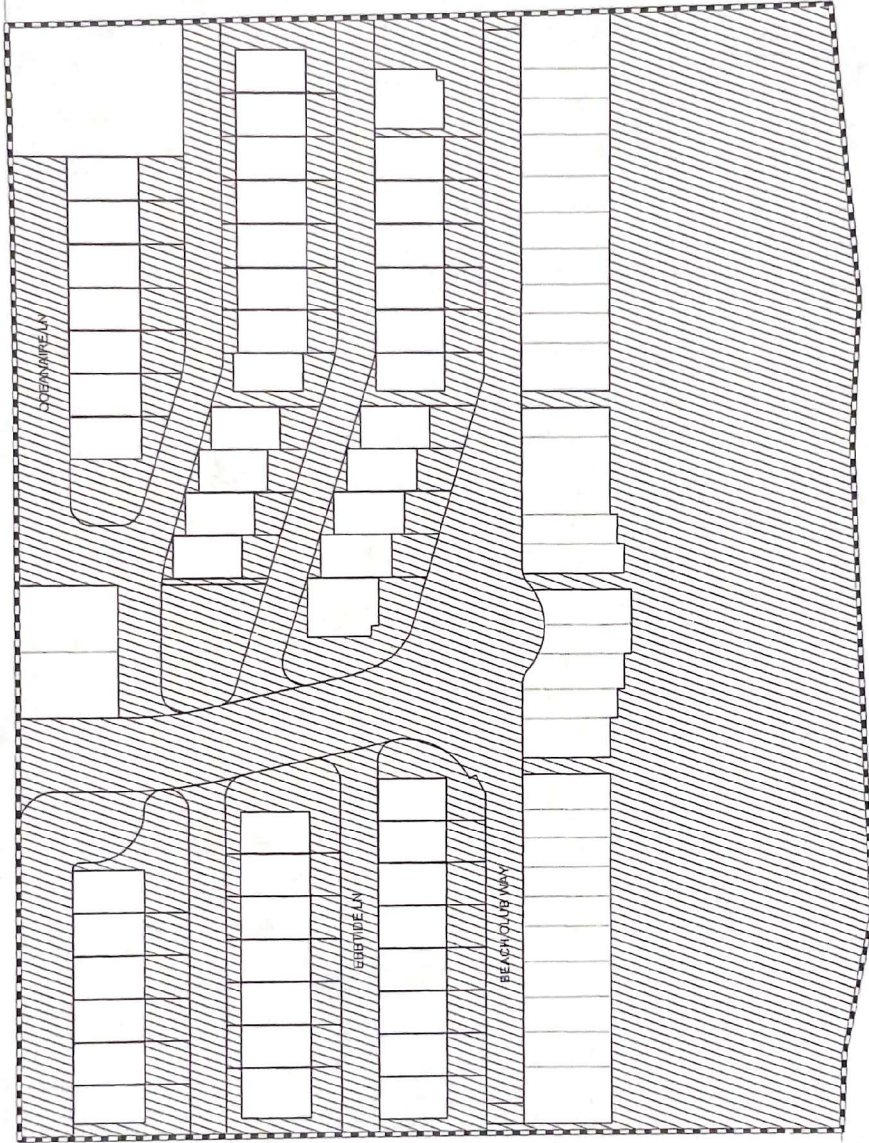
VENTURA REGIONAL SANITATION DISTRICT

By: Bill Smith  
 Bill Smith, District Manager



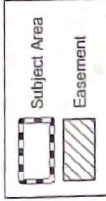
EXHIBIT A

PACIFIC COAST HWY



Malibu Bay Club

Map: Triunfo Sanitation District, 10/20/03



1 inch equals 80 feet



# **EXHIBIT 5**





## Los Angeles Regional Water Quality Control Board

### BOARD ORDER TRANSFER REQUEST FORM

Boar Order No. \_\_\_\_\_

CI No. \_\_\_\_\_

Facility Location: \_\_\_\_\_  
Street Address City Zip

I request the transfer of the existing waste discharge requirements (WDRs) on \_\_\_\_\_ (effective date),  
contained in the above-referenced Board Order in accordance with the following:

#### TRANSFER FROM:

#### TRANSFER TO:

\_\_\_\_\_  
Former Facility Name

\_\_\_\_\_  
New Facility Name

\_\_\_\_\_  
Former Property Owner

\_\_\_\_\_  
New Property Owner

\_\_\_\_\_  
Former Operator

\_\_\_\_\_  
New Operator

I understand that I am responsible for compliance with the Board Order and will be billed an annual fee for  
the waste discharge from this facility. I certify that:

1. I have reviewed the Report of Waste Discharge and the Board Order;
2. The facility construction and discharges from the site have not substantially changed; and
3. I will notify the Board of any material change in this facility, any change in the amount, type or manner  
of waste discharge or any future change in the facility owner or operator.

\_\_\_\_\_  
Signature (New Owner/Authorized Representative)

\_\_\_\_\_  
Company name, if appropriate

\_\_\_\_\_  
Print Name (New Owner/Authorized Representative)

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

Mailing Address: \_\_\_\_\_  
Street Address City Zip

\_\_\_\_\_  
Facility Contact Person

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

Facility Contact Mailing Address: \_\_\_\_\_  
Street Address City Zip

DAVID NAHAI, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER

320 W. Fourth Street, Suite 200, Los Angeles, 90013 | [www.waterboards.ca.gov/losangeles](http://www.waterboards.ca.gov/losangeles)

JUN 02 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

Dear Mr. Theisen:

I, the undersigned, am the Owner<sup>1</sup> of the property in the Malibu Bay Club ("MBC") listed hereinbelow. This letter constitutes my approval of the **TERMINATION AND RELEASE AGREEMENT**<sup>2</sup> by and between the Ventura Regional Sanitation District ("VRSD") and the Homeowners of MBC. The major provisions of said agreement include, without limitation:

1. Upon approval of aforesaid agreement by a majority of the MBC Owners the VRSD shall be terminated as wastewater services provider for all of MBC's Owners effective at twelve (12) midnight on June 30, 2025.

2. In addition, the agreement provides that ownership of wastewater equipment will be transferred from the VRSD to the MBC common area HOA. Payments due from such transfer shall come for the MBC HOA.

3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Kevin Yamanaka  
11940 White Water Lane  
Malibu, CA 90265

ss

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

JUN 24 2025

Dear Mr. Theisen:

I, the undersigned, am the Owner<sup>1</sup> of the property in the Malibu Bay Club ("MBC") listed hereinbelow. This letter constitutes my approval of the **TERMINATION AND RELEASE AGREEMENT**<sup>2</sup> by and between the Ventura Regional Sanitation District ("VRSD") and the Homeowners of MBC. The major provisions of said agreement include, without limitation:

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Sincerely,

Eric Garcia  
Connie Rodriguez-Garcia  
11948 Whalers Lane  
Malibu, CA 90265

ESS

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.



JUN 23 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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2. In addition, the agreement provides that ownership of wastewater equipment will be transferred from the VRSD to the MBC common area HOA. Payments due from such transfer shall come for the MBC HOA.

3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,



Homeowner Name

11874 Beach Club Way Malibu 90265

Malibu Bay Club Address



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.

JUN 24 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

Dear Mr. Theisen:

I, the undersigned, am the Owner<sup>1</sup> of the property in the Malibu Bay Club ("MBC") listed hereinbelow. This letter constitutes my approval of the **TERMINATION AND RELEASE AGREEMENT**<sup>2</sup> by and between the Ventura Regional Sanitation District ("VRSD") and the Homeowners of MBC. The major provisions of said agreement include, without limitation:

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Sincerely,

Colleen Rameson  
Ronald Rameson  
41000-A Pacific Coast Hwy SS  
Malibu, CA 90265

  
Signature of Homeowner 6/16/2025

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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JUN 02 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Sanford Blavin  
11958 White Water Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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JUN 02 2025

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Ali Namazie Trustee  
Giselle Namazie Trustee  
11908 Beach Club Way  
Malibu, CA 90265

is

Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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JUN 02 2025

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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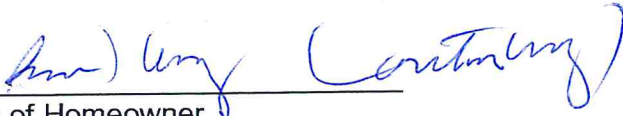
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Sincerely,

Arthur Wong  
11870 Ebbtide Lane  
Malibu, CA 90265

is

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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JUN 02 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Ali Rejaei  
11942 White Water Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

JUN 02 2025

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Sincerely,

Shireen Fatemi  
11860 Beach Club Way  
Malibu, CA 90265

SS



\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 30 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Sarah Gelberd, Trustee The Gelberd Family Trust  
Homeowner Name

11854 Coral Reef Lane Malibu, CA  
Malibu Bay Club Address

Sarah Gelberd, Trustee  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

---

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JUN 05 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Aliza Guren Ttee  
Marc Guren Ttee  
11840 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner



cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 29 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Anthony Wagner  
Nicole Withrow  
11870 Coral Reef Lane  
Malibu, CA 90265

is

Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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 Ventura Regional Sanitation District  
 4105 West Gonzales Road  
 Oxnard, California 93036

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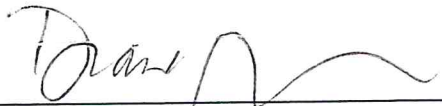
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Sincerely,

Diane James  
 11924 Whalers Lane  
 Malibu, CA 90265

SSS

  
 \_\_\_\_\_  
 Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
 Robert Kwong, Esq.  
 Roy Schneider, Esq.  
 MBC Board of Directors

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MAY 29 2025

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Christopher Whitehead  
11916 White Water Lane  
Malibu, CA 90265

ess



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 23 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Gloria Lentz  
11874 Ebbtide Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
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Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Sherrill Silk  
11906 Beach Club Way  
Malibu, CA 90265

ess

 *Sherrill Silk, Trustee* 5-20-25  
Signature of Homeowner *Remi Leving Trust*

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Mary Honore  
41000-B Pacific Coast Hwy  
Malibu, CA 90265

SS

*Mary Honore*  
Signature of Homeowner  
05/21/2025  
TRUSTEE FOR THE ESTATE  
OF MARY P. HONORE

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 20 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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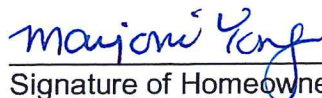
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Sincerely,

William Yong, Ttee  
Marjorie Meiji Yong, Ttee  
11866 Starfish Lane  
Malibu, CA 90265

JS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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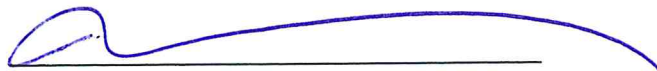
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Sincerely,

Jonathan Wolfson  
Melissa Wolfson  
11932 White Water Lane  
Malibu, CA 90265

is



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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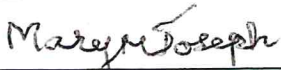
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Sincerely,

Mary Joseph  
11922 Beach Club Way  
Malibu, CA 90265

SS



Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Leon Small  
Varda Small  
11956 Oceanaire Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

Paul Kalil, Ttee  
Judy Kalil, Ttee  
11902 White Water Lane  
Malibu, CA 90265

ss

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
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Roy Schneider, Esq.  
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Sincerely,

Lan O'Kun Ttee  
Barbara O'Kun Ttee  
11942 Beach Club Way  
Malibu, CA 90265

ss

*Lan O'Kun Ttee Barbara O'Kun Ttee*

Signature of Homeowner

*Barbara O'Kun*

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
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MBC Board of Directors

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Sincerely,

Scott Schwartz Ttee  
Patricia Schwartz Ttee  
11924 White Water Lane  
Malibu, CA 90265

SS

 Trustee Schwartz, Trustee  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Erika Vasko Mate  
11958 Whalers Lane  
Malibu, CA 90265

ss

  
Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
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Sincerely,

Mark Lebens  
Nancy Lebens  
11920 White Water Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

John Maienza Trustee  
Gregg Wilson Trustee  
11906 White Water Lane  
Malibu, CA 90265

S

Signature of Homeowner

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Sincerely,

Susan Bailey  
11856 Coral Reef Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

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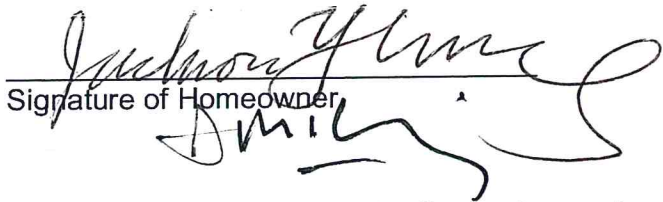
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Sincerely,

Jaehwa King  
Joel King  
11952 White Water Lane  
Malibu, CA 90265

  
Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

Michael Ackerman Ttee  
Denise Ackerman Ttee  
11882 Beach Club Way  
Malibu, CA 90265

SS

*Michael Ackerman TTEE*  
*Denise Ackerman TTEE*  
Signature of Homeowner

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MBC Board of Directors

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MAY 20 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

Dear Mr. Theisen:

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MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Heather Hindo  
11874 Starfish Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Robin Young  
11844 Coral Reef Lane  
Malibu, CA 90265

SSS

  
\_\_\_\_\_  
Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Jacob Garrett  
11938 Whalers Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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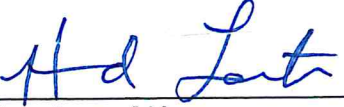
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Sincerely,

Max Lerman  
Mina Lerman  
11908 White Water Lane  
Malibu, CA 90265

is

  
Signature of Homeowner  
Lerman childrens Irrevocable Trust  
OWNER

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Erika Matsunaga  
11850 Coral Reef Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
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Sincerely,

Dave Yobs  
Barbara Yobs  
11852 Beach Club Way  
Malibu, CA 90265

is

  
Signature of Homeowner



cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
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Oxnard, California 93036

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Sincerely,

Steven Ustin  
Charlene Ustin  
11930 Oceanaire Lane  
Malibu, CA 90265

SS

   
Signature of Homeowner

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Sincerely,

Garabed Kevork Kevorkian Ttee  
Sona Kazazian Ttee  
11950 Whalers Lane  
Malibu, CA 90265

ss



Signature of Homeowner

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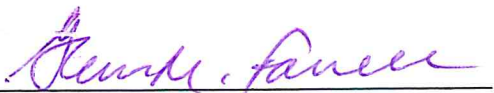
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Sincerely,

Glenn Farrell Ttee  
Tracey KarstenFarrell Ttee  
11842 Ebbtide Lane  
Malibu, CA 90265

SS



Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Navendu C Trivedi, Ttee  
Urvashi N Trivedi, Ttee  
11916 Whalers Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

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Sincerely,

Steven Kamins  
Felicia Kamins  
11964 Whalers Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

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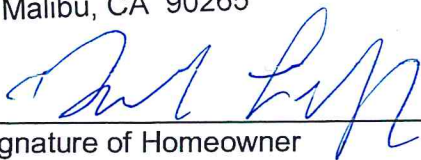
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Sincerely,

David Leff Trustee  
The David Leff Family Trust  
11876 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Mical Pyeatt  
11930 White Water Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Sincerely,

Valerie Mullally Ttee  
11848 Ebbtide Lane  
Malibu, CA 90265

ss

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.



MAY 21 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

Dear Mr. Theisen:

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3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Grant Shultz  
Cori Shultz  
11838 Ebbtide Lane  
Malibu, CA 90265

SS



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Michelle Cable  
11882 Starfish Lane  
Malibu, CA 90265

S

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 21 2025

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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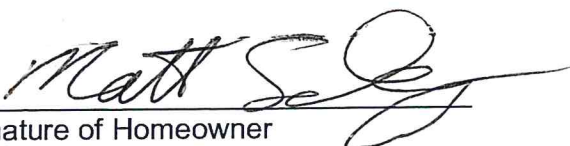
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Sincerely,

Alecia Hillis  
Matthew Schwarz  
11962 Oceanaire Lane  
Malibu, CA 90265

MS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Sue-Carol Desfor  
11836 Beach Club Way  
Malibu, CA 90265

ss



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

MAY 21 2025

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Sincerely,

Allen Lawrence  
Susan Lawrence  
11950 Beach Club Way  
Malibu, CA 90265

ss

  
Signature of Homeowner  


cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 21 2025

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Sincerely,

Allen Lawrence  
Susan Lawrence  
H 11940 Whalers Lane  
Malibu, CA 90265

  
Susan Lawrence  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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MAY 21 2025

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Oxnard, California 93036

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Sincerely,

David Jackson  
Karen Jackson  
11952 Oceanaire Lane  
Malibu, CA 90265

is

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

E.L. Petersen, Ttee  
Donna Petersen, Ttee  
11968 Whalers Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Oxnard, California 93036

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Sincerely,

Valerie Starrett  
Trustee of the Valerie Starrett  
11874 Beach Club Way  
Malibu, CA 90265



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Oxnard, California 93036

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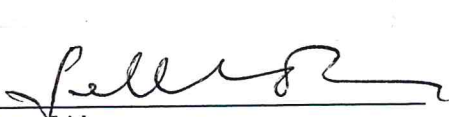
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Sincerely,

Marina Sanosyan  
Hovanes Zakarian  
11840 Ebbtide Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner



cc: Clerk of the Board (For distribution to members of the VRSD Board)  
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Roy Schneider, Esq.  
MBC Board of Directors

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Oxnard, California 93036

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Sincerely,

Gloria Wong  
David Snyder  
11850 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

John Cowgill Ttee  
Jacqueline Cowgill Ttee  
11848 Coral Reef Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Navendu Trivedi  
11862 Coral Reef Lane  
Malibu, CA 90265

is

  
\_\_\_\_\_  
Signature of Homeowner

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Oxnard, California 93036

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Sincerely,

Laurie Ashton  
11948 Oceanaire Lane  
Malibu, CA 90265

is

  
\_\_\_\_\_  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.

MAY 22 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

Dear Mr. Theisen:

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3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

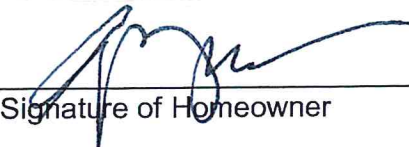
MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Gene Bramson  
11860 Starfish Lane  
Malibu, CA 90265

SS



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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4105 West Gonzales Road  
Oxnard, California 93036

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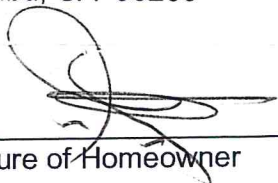
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Sincerely,

The Gholamreza Khoylou Living T  
11872 Starfish Lane  
Malibu, CA 90265

SS



Signature of Homeowner

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Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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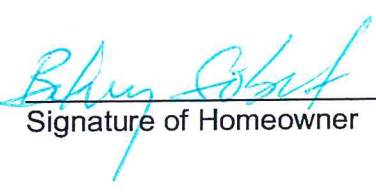
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Sincerely,

Behrooz Sobati  
Lynn Sobati  
11854 Ebbtide Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Oxnard, California 93036

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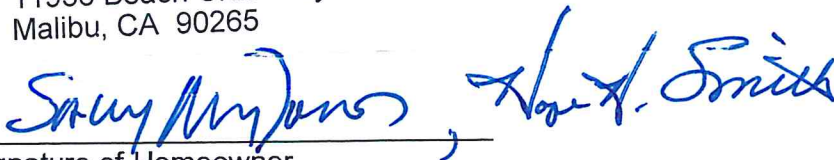
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Sincerely,

Sally McDonald  
Hope Smith  
11936 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

MAY 22 2025

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Sincerely,

Donald Sheldon Baer, Ttee  
Miriam Baer, Ttee  
11952 Whalers Lane  
Malibu, CA 90265

is



Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Ventura Regional Sanitation District  
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Oxnard, California 93036

MAY 27 2025

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Sincerely,

Sherrill Silk Ttee  
Anthony Sarno Ttee  
11906 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner *Remi Living Trust*  
5-20-2025

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Nina Segal  
11956 Whalers Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Carter Ward  
Maureen Ward  
11896 Beach Club Way  
Malibu, CA 90265

SS

Signature of Homeowner

*Carter Ward*      *Maureen N Ward*

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Shelley Winnaman  
11968 Oceanaire Lane  
Malibu, CA 90265

ss



Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

The Thomas Raynor Fam Trust  
11862 Beach Club Way  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

Floyd Merrell  
Dian Merrell  
11858 Starfish Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

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Roy Schneider, Esq.  
MBC Board of Directors

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Sincerely,

Margaret Gerutto  
11868 Starfish Lane  
Malibu, CA 90265

 SS

5/21/25  
Signature of Homeowner

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Roy Schneider, Esq.  
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Sincerely,

Richard Spencer  
11926 Whalers Lane  
Malibu, CA 90265

SS

  
\_\_\_\_\_  
Signature of Homeowner

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3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Carlo Vakian Trustee  
Ailine Vakian Trustee  
11880 Coral Reef Lane  
Malibu, CA 90265

ss

  
Signature of Homeowner



cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.



Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

MAY 27 2025

Dear Mr. Theisen:

I, the undersigned, am the Owner<sup>1</sup> of the property in the Malibu Bay Club ("MBC") listed hereinbelow. This letter constitutes my approval of the **TERMINATION AND RELEASE AGREEMENT**<sup>2</sup> by and between the Ventura Regional Sanitation District ("VRSD") and the Homeowners of MBC. The major provisions of said agreement include, without limitation:

1. Upon approval of aforesaid agreement by a majority of the MBC Owners the VRSD shall be terminated as wastewater services provider for all of MBC's Owners effective at twelve (12) midnight on June 30, 2025.

2. In addition, the agreement provides that ownership of wastewater equipment will be transferred from the VRSD to the MBC common area HOA. Payments due from such transfer shall come for the MBC HOA.

3. The VRSD shall make no further charges of any kind to MBC or any or all of the MBC Owners on their respective property taxes bills or otherwise.

MBC's property manager, Community Management Company ("CPM") shall be responsible for notifying you, the MBC Board and all Owners upon the approval of at least 69 of the 136 MBC Owners of the **TERMINATION AND RELEASE AGREEMENT**.

Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Steven Mindel  
Nancy Mindel  
11946 White Water Lane  
Malibu, CA 90265

SS

  
Signature of Homeowner

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.

JUN 23 2025

Chris Theisen, General Manager  
Ventura Regional Sanitation District  
4105 West Gonzales Road  
Oxnard, California 93036

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Upon approval of terminating the VRSD as described in the **TERMINATION AND RELEASE AGREEMENT** new arrangements for MBC's wastewater services and equipment maintenance shall have been made by the MBC Board and that association's manager Community Property Management.

Sincerely,

Peter Levitt

Homeowner Name

11828 Beach Club Way, Malibu CA 90265

Malibu Bay Club Address

[Signature]

Signature of Homeowner

6/19/2025

cc: Clerk of the Board (For distribution to members of the VRSD Board)  
Robert Kwong, Esq.  
Roy Schneider, Esq.  
MBC Board of Directors

<sup>1</sup> Owner means an owner, co-owner or entity which owns the MBC property described in this letter.

<sup>2</sup> The **TERMINATION AND RELEASE AGREEMENT** cancels the September 16, 2003 agreement by and between the VRSD and MBC homeowners and all related agreements list at Exhibit A to the aforesaid agreement.

**CERTIFICATE OF SECRETARY  
OF MALIBU BAY CLUB**

I, the undersigned, hereby certify:

1. That I am the duly elected and acting Secretary of **Malibu Bay Club** a California nonprofit mutual corporation (the "Corporation"), and that I have custody of the corporate records and minutes of the meetings of its Board of Directors.
2. That the following is a true and correct copy of a resolutions duly adopted by the Board of Directors of the Corporation at a meeting held on **June 25, 2025**, at which a quorum was present and acting throughout, and that said resolutions have not been modified, rescinded, or revoked, and is at present in full force and effect:

---

**"RESOLVED**, that the Board of Directors hereby authorizes and approves the execution of that certain Termination Agreement and Release of Onsite Wastewater Treatment Service Agreement By and Between Ventura Regional Sanitation District and Malibu Bay Club and further authorizes the Executive Chair and President and the Secretary to execute all necessary documents to effectuate this resolution.

**"RESOLVED FURTHER**, that the Board of Directors has authorized and approved said termination to the members of the Corporation, a majority of which has, to date, approved the said termination"

---

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this **27<sup>th</sup>** day of **June 2025**

By *Sue Carol Desfor*

Sue Carol Desfor  
Secretary, Malibu Bay Club