

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

REGULAR MINUTES

AUGUST 14, 2013, AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, **PRESIDENT**
LARRY VIERHEILIG, **VICE PRESIDENT**
DAN GADDIS, **DIRECTOR**
BOB BLAIR, **DIRECTOR**
CRAIG ARMSTRONG, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL S. LEBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **FINANCE DIRECTOR**
MICHAEL W. SEITZ, **GENERAL COUNSEL**
PETER SEVCIK, **DIRECTOR OF ENG. & OPS.**
MERRIE WALLRAVIN, **BOARD CLERK**

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00 A. CALL TO ORDER AND FLAG SALUTE

President Harrison called the Regular Meeting of August 14, 2013, to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL AND PUBLIC COMMENT FOR ITEMS NOT ON AGENDA

At roll call, all Board members were present.

There was no public comment.

C. PRESENTATIONS AND PUBLIC COMMENT

00:02:34 C-1) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.

Receive Announcements and Reports from Directors

Director Vierheilig

- ◇ *August 7, Water Resources Advisory Committee met and discussed the Laetitia recirculated revised draft EIR.*
- ◇ *August 12, Attended Nipomo Mesa Management Area Technical Group meeting.*
- ◇ *The Dana Adobe Draft EIR is available for comment.*

Director Gaddis

- ◇ *August 17, Wings over Camarillo Air Show.*

Director Harrison

- ◇ *Commented on the Paul Teixeira's benefit BBQ raising over \$20,000.*
- ◇ *August 12, Attended Nipomo Mesa Management Area Technical Group meeting.*

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:06:46

- C-2) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE and FILE PRESENTATIONS AND REPORTS

There was no public comment.

Upon the motion of Director Vierheilig and seconded by Director Gaddis, the Board unanimously approved to receive and file the presentations and reports as submitted. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Gaddis, Armstrong, Blair, and Harrison	None	None

Michael LeBrun, General Manager, announced that there are added attachments for Item E-2 at the back of the room.

00:07:31

D. CONSENT AGENDA

- D-1) WARRANTS

- D-2) APPROVE JULY 24, 2013 REGULAR BOARD MEETING MINUTES

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.

There was no public comment.

Upon the motion of Director Vierheilig and seconded by Director Blair, the Board unanimously approved the Consent Agenda. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Blair, Armstrong, Gaddis, and Harrison	None	None

E. ADMINISTRATIVE ITEMS

00:15:48

- E-1) REVIEW DISTRICT DEVELOPMENT PROCESS AND FEE COLLECTION POLICY

Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.

The following member of the public spoke:

Bob Wisenburg, Nipomo resident, commented on the increased costs of water.

The Board gave staff suggested changes for the Development Service Procedure Summary.

00:43:26

E-2) HILLSIDE TERRACE APARTMENT PROJECT STATUS

Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.

The following member of the public spoke:

Bill Kengel, NCS D customer and project developer, handed the Board documents (See Exhibit "A") and commented on issues with his development.

Mr. Kengel answered questions from the Board.

Mr. Seitz answered questions from the Board.

The Board took no action.

THE BOARD TOOK A BREAK FROM 10:45 TO 11:00 A.M.

01:45:50

E-3) CONSIDER DAVIS OUTSIDE USER REQUEST FOR WATER SERVICE

Michael LeBrun, General Manager, reviewed the report as presented in the Board Packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.

The following members of the public spoke:

Bob Wisenburg, Nipomo resident, spoke in support of the request for water service.

Jim Davis, Nipomo resident, spoke in support of his request and questioned the 3,200 acre feet of supplemental water.

Ed Eby, NCS D customer, spoke in opposition of the request for water service.

Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board denied the Davis outside user request for water service.

Vote 4-1.

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Gaddis, and Harrison	Director Blair	None

02:15:43

E-4) CONSERVATION COMMITTEE REPORT AND SCOPE EXPANSION

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board.

The following member of the public spoke:

David Castro, Nipomo resident, commented on water conservation and the community.

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-4) CONSERVATION COMMITTEE REPORT AND SCOPE EXPANSION (CONTINUED)

Upon the motion of Director Vierheilig and seconded by Director Gaddis, the Board unanimously approved expanding the Water Conservation Committee's scope to include general water resources topics and policy and renaming the committee to the Water Resources Committee.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Gaddis, Armstrong, Blair and Harrison	None	None

E-5) CONSIDER LAETITIA AGRICULTURAL CLUSTER SUBDIVISION DRAFT ENVIRONMENTAL IMPACT REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the board packet.

The following member of the public spoke:

Ed Eby, NCSD customer, commented on the WRAC's comments.

Upon the motion of Director Vierheilig and seconded by Director Blair, the Board unanimously directed staff to send a letter supporting the WRAC's comments and distribute to all interested parties.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Blair, Armstrong, Gaddis, and Harrison	None	None

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVT. CODE §54956.9(a):
Existing litigation - 1 case: Mesa Community Alliance Vs. District, Case No. CV 130222
3. CONFERENCE WITH LEGAL COUNSEL RE: LIABILITY CLAIM PURSUANT TO GC SECTION 54956.95; TRINCON/BENING CLAIM AGAINST
4. CONFERENCE WITH LEGAL COUNSEL RE: LIABILITY CLAIM PURSUANT TO GC SECTION 54956.95; MARIA VISTA ESTATES/ROBERT LORANCE CLAIM AGAINST NCSD
5. ANNUAL PERFORMANCE REVIEW OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

K. ADJOURN TO CLOSED SESSION

02:32:40

02:49:13

Nipomo Community Services District
REGULAR MEETING
MINUTES

President Harrison adjourned to closed session at 12:05 p.m.

00:00:00

L. OPEN SESSION
ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:30 p.m.

Mike Seitz, District Legal Counsel, announced that the Board discussed Items One and Two listed above under closed session announcements, but took no reportable action.

Items Three and Four listed above under closed session announcements, the Board rejected the claims and directed the General Manager to sign the rejected claims and mail them.

Item Five listed above under closed session announcements, the Board completed the General Managers evaluation.

E-6) ADOPT DRUG-FREE AWARENESS

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.

There was no public comment.

Upon the motion of Director Gaddis and seconded by Director Armstrong, the Board unanimously adopted Resolution 2013-1321, A Resolution approving and authorizing a drug free workplace policy and certification.
Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Gaddis, Armstrong, Blair, Vierheilg, and Harrison	None	None

RESOLUTION 2013-1321

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT APPROVING
AND AUTHORIZING A DRUG FREE WORKPLACE POLICY
AND CERTIFICATION

00:05:09

E-7) REVIEW FISCAL 2012-2013 ACCOMPLISHMENTS AND 13-14 GOALS

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.

There was no public comment.

The Board took no action.

Nipomo Community Services District
**REGULAR MEETING
 MINUTES**

00:18:57

E-8) STRATEGIC PLAN DEVELOPMENT

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet.

There was no public comment.

*Upon the motion of Director Armstrong and seconded by Director Vierheilig, the Board unanimously approved to proceed with the request for proposal for strategic planning facilitator and strategic plan development, as amended.
 Vote 5-0.*

YES VOTES	NO VOTES	ABSENT
Directors Armstrong, Vierheilig, Blair, Gaddis, and Harrison	None	None

00:23:53

F. GENERAL MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the report as presented in the Board packet. Mike Seitz, District Legal Counsel, and Mr. LeBrun answered questions from the Board.

There was no public comment.

G. COMMITTEE REPORT

There were no committee reports.

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Vierheilig

- Requested an informal Water Resources Committee meeting date.

ADJOURN

President Harrison adjourned the meeting at 2:35 p.m.

MEETING SUMMARY	HOURS & MINUTES
Regular Meeting	4 hours 10 minutes
Closed Session	1 hour 25 minutes
TOTAL HOURS	5 hours 35 minutes

AUGUST 14, 2013

REGULAR BOARD MEETING MINUTES

EXHIBIT "A"

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Agreement for Road Construction

Recitals

Whereas, Mesa Dunes Investments, Inc., a California corporation. (hereafter, Mesa Dunes), and 691 West Tefft Street LLC, a California Limited Liability Company, (hereafter, 691), are owners of adjoining parcels of real property in Nipomo, California, an unincorporated area of San Luis Obispo County; and,

Whereas, Mesa Dunes' property is currently assigned an APN of 092-130-13, and is more particularly described as follows:

The Easterly 210 feet of Lot 4 of the Resubdivision of the Westerly part of Lot 25 of H.C. Ward's Subdivision of the Nipomo Rancho, in the County of San Luis Obispo, State of California, according to map recorded November 12, 1887 in Book A at page 19 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion of said land described in deed to the County of San Luis Obispo recorded January 3, 1991 as Document No. 332 in Book 3629 at page 370 of Official Records.

Whereas, 691's property is currently assigned an APN of 092-130-12; and is more particularly described as follows:

The west ½ of Lot 5, in the County of San Luis Obispo, State of California, according to a map entitled Map of the Resubdivision of the Westerly Part of Lot 25 of H.C. Ward's Subdivisions of the Nipomo Rancho, the property of Eliseo Dana, partly surveyed and map drawn by George Story, County Surveyor, February 1887 and recorded in Book A, page 19 of Maps, in the office of the County Recorder of said County.

Whereas, a new street, referred to as Blume Street, is to be constructed and centered along the property line shared by Mesa Dunes' parcel and 691's parcel, to run

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perpendicular to and accessible by the existing Tefft Street, in Nipomo, on one end and, on the other end, running perpendicular to and accessible by another street, currently unnamed (hereafter, "X" Street), proposed to be constructed south of and running parallel to Tefft Street; and,

Whereas, Mesa Dunes and 691 each dedicate or grant sufficient land from their property for the construction of the proposed Blume Street, to the benefit of each party and their properties, respectively; and,

Whereas, it is the desire and intent of Mesa Dunes and 691 to provide for the sharing of the costs of construction of Blume Street;

THE UNDERSIGNED AGREE, FOR THEMSELVES, THEIR AGENTS AND EMPLOYEES, AND FOR THEIR HEIRS, ASSIGNS, TRANSFEREES, AND ALL OTHER SUCCESSORS-IN-INTEREST, AS FOLLOWS:

(1) Mesa Dunes and 691 agree that a new street, currently designated Blume Street, shall be constructed along and centered on the property line shared by Mesa Dunes's parcel (APN 092-130-13) and 691's parcel (APN 092-130-12). The road shall be constructed in conformity with and as delineated on the plans approved by San Luis Obispo County for Tracts 2689 and 2690.

(2) Mesa Dunes and 691 shall equally share all costs of constructing Blume Street, including labor and materials, except as follows:

Agreement for Road Construction

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a) 691 shall timely provide, free on site, all fill dirt necessary to complete construction of Blume Street, per approved plans, including that necessary to connect Blume Street to Tefft Street, on the north, and to connect Blume Street to the proposed street (Street "X") on the south.

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b) 691 and Mesa Dunes shall share equally all costs, including labor and materials, of relocating power, television, and telephone facilities now existing in the proposed Blume Street right-of-way.

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c) Notwithstanding subsection (2)(a), above, Mesa Dunes shall pay for all costs, including labor and materials, for installing any utilities or utility lines along Blume Street the sole purpose for which is to serve additional property owned by Mesa Dunes south of proposed street "X". Said utilities shall be extended to such a point that no newly installed asphalt or concrete need be disturbed in an effort to "tie-in" to the utilities at a later date. The same requirement is to prevail for commonly-used utilities described below.

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d) 691 and Mesa Dunes shall share equally all costs, including labor and materials, for installing any utilities (i) required by code for the 691 property or (ii) to be used in any way to serve the 691 property. 691, however, shall assume all costs, including labor and materials, for any approved deviation from the approved plans that 691 may designate for its purposes, including upgrading, oversizing, or installing utilities at any specific location.

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e) Mesa Dunes shall pay all costs, including design, materials, and labor, associated with the construction of systems to accommodate drainage off Blume Road onto its property; 691 shall pay all costs, including design, materials, and labor, associated with the construction of systems to accommodate drainage off Blume Road onto its property.

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(3) All work contemplated hereunder for street construction and appurtenant details for which the costs are to be shared between Mesa Dunes and 691 shall be undertaken by a licensed contractor agreed upon by Mesa Dunes and 691. Prior to the selection of a contractor, the parties shall obtain bids for the work from three licensed contractors. The bidding contractors are to be instructed to provide bids sufficiently

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itemized to facilitate the parties' assessing and apportioning their costs. The contractor to be hired shall be selected from among the three from which bids are obtained, and shall be instructed to invoice with sufficient detail to facilitate the parties' assess and apportioning their costs. In the event the parties do not agree on the contractor to undertake the work, Mesa Dunes and 691 shall each reject, in writing, one of the three contractors submitting bids. The one contractor then not disqualified shall be hired to undertake the work.

(4) There shall be no changes to or deviation from the approved plans regarding the road construction contemplated herein, unless such changes are delineated in a writing signed by both Mesa Dunes and 691 and are approved by all relevant supervisory agencies.

(5) All work contemplated by this Agreement to be performed shall in fact be undertaken promptly after execution of this Agreement and pursued expeditiously and to completion. The work contemplated by this Agreement shall not be deferred in any way or substituted by bonding.

(6) In the event any disputes develop between the parties, including any successors-in-interest thereto, arising from or related to this Agreement, the dispute shall first be submitted to mediation. Mediation shall be conducted by an attorney-mediator with membership in the San Luis Obispo County Bar Association's Alternative Dispute Resolution Section. Mediation shall be commenced within thirty (30) days of a party to the dispute under this Agreement requesting mediation pursuant to this paragraph to address the dispute. A party hereto shall request mediation by giving

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written notice of the request to the other party to the dispute, mailed by first-class mail to the addresses set forth below or to such other address as a party may designate in writing. (Notice to a successor-in-interest may be given to the usual business or home address provided for the successor-in-interest.) The costs of mediation shall be equally divided among the parties to the mediation.

(7) In the event of litigation, the prevailing party shall recover reasonable attorney fees, but shall be entitled to recover attorney fees under this paragraph only if the prevailing party timely participated in mediation under paragraph 6 of this Agreement.

(8) Any notices or correspondence related to this Agreement shall be sent first-class mail to the following addresses:

691 West Tefft Street LLC
ATTN: Terrence Flatley
1248 E. Grand Avenue
Arroyo Grande, CA 93420.

Mesa Dunes Investments, Inc.
ATTN: William G. Kengel
Post Office Box 267
Avila Beach, CA 93424

(8) This Agreement and its covenants shall run with the land to which it relates, in accordance with California Civil Code §1462, and shall inure to the benefit of the heirs, assigns, devisees, transferees, and all other successors-in-interest of the parties herein.

(9) Any party hereto may record this Agreement, or a short-form version, in the Office of the Recorder for San Luis Obispo County.

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(10) Each signatory below warrants their capacity and authority to enter into this Agreement.

(11) This Agreement constitutes the entire agreement between the parties. The terms of this Agreement may be modified only by another writing executed by the parties hereto, or by their successors-in-interest.

Dated: August 5, 2007


Mesa Dunes Investments, Inc.
By: William G. Kengel
Corporate President

Dated: August , 2007


691 West Tefft Street, LLC
By: Terrence B. Flatley, Inc.
Managing Member
Terrence B. Flatley
Corporate President

Dated: August 7, 2007


691 West Tefft Street, LLC
By: Hugh B. Thorson
Managing Member

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
Public

AM
8/12/2008
12:16 PM

Recording Requested By:

William G. Kengel

Return to:

William G. Kengel
Mesa Dunes Investments, Inc.
P.O. Box 267
Avila Beach, CA 93424

DOC#: **2008030713**



Titles: 1 Pages: 4

Fees	18.00
Taxes	0.00
Others	0.00
PAID	\$18.00

Document Title(s)

Notice of Agreement for Road Construction

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NOTICE OF AGREEMENT FOR ROAD CONSTRUCTION

Notice is hereby given that on or about August 15, 2007, an Agreement for Road Construction was made by and between the following parties:

(1) Mesa Dunes Investment, Inc., a California corporation.

(2) 691 West Tefft Street, LLC, a California Limited Liability Company

The Agreement for Road Construction contemplates construction of a road between, and affects and involves, the following adjacent two parcels of real property, located in the County of San Luis Obispo:

(1) APN 092-130-13, owned by Mesa Dunes Investments, Inc., and more particularly described as:

The Easterly 210 feet of Lot 4 of the Resubdivision of the Westerly part of Lot 25 of H.C. Ward's Subdivision of the Nipomo Rancho, in the County of San Luis Obispo, State of California, according to map recorded November 12, 1887 in Book A at page 19 of Maps, in the office of the County Recorder of said County.

Excepting therefrom that portion of said land described in deed to the County of San Luis Obispo recorded January 13, 1991 as Document No. 332 in Book 3629 at page 370 of Official Records.

2) APN 092-130-12, owned by 691 West Tefft Street, LLC, and more particularly described as:


The west ½ of Lot 5, in the County of San Luis Obispo, State of California, according to a map entitled Map of the Resubdivision of the Westerly Part of Lot 25 of H.C. Ward's Subdivisions of the Nipomo Rancho, the property of Eliseo Dana, partly surveyed and map drawn by George Story, County Surveyor, February 1887 and recorded in Book A, page 19 of Maps, in the office of the County Recorder of said County.

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Notice is further given that the Agreement for Road Construction, by its express terms, runs with the lands to which it relates, as described above, pursuant to Civil Code §1462, and inures to the benefit of the heirs, assignees, devisees, transferees, and all other successors-in-interest of the parties to said Agreement for Road Construction.

This notice is recorded in compliance with the express terms of the Agreement for Road Construction.

Dated: June 11, 2008


WILLIAM G. KENGEL
President
Mesa Dunes Investments, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On June 11, 2008 before me, SARA HOCKADAY, Notary Public

personally appeared William George Kengel



who 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Notice of Agreement for Road Construction

Document Date: June 11, 2008 Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



END OF DOCUMENT

WESTLAND ENGINEERING, INC.



LETTER OF TRANSMITTAL

DATE	9/17/2009	JOB NO.	6.005
ATTENTION Peter Sevcik			
RE: Mylar Water & Sewer As-Built Plans			
Parcel Map CO 06-0225 / Mesa Dunes Investment			
Bill Kengel			

TO: Nipomo Community Service District
148 S. Wilson Street
Nipomo, CA 93444

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA: Hand-Delivered

- Originals Prints CD
 Plans Copy of Letter

Copies	Date	No.	Description
1 Set		5 Sheets	Engineer & Cal-Fire Signed Set of Mylar As-Built Plans
1 Set		5 Sheet	Copy of Mylar As-Built Plans

THESE ARE TRANSMITTED as checked below:

- For approval For your file For checking
 For your use As requested For review and comment
 Signature

REMARKS

Please accept the attached Water & Sewer As-Built Plans for your review and approval.

If you have any questions please call us at 541-2394.

Thank You,

COPY TO: _____

SIGNED: Terry Orton / Terri Etteddgue

NIPOMO COMMUNITY



SERVICES DISTRICT

BOARD MEMBERS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR

STAFF

LISA BOGNUDA, ACTING GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
PETER SEVCIK, P.E., DISTRICT ENGINEER

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: ncsd.ca.gov

LETTER OF TRANSMITTAL

TO: Westland Engineering, Inc.
3480 S Higuera Street, Suite 130
San Luis Obispo, CA 93401

DATE: November 18, 2009
PROJECT: CO 06-0225
ATTN: Terry Orton

WE ARE SENDING YOU THE FOLLOWING ITEMS:

Copies	Date	Description
1		Approved Improvement Plans

THESE ARE TRANSMITTED AS CHECKED BELOW:

- For Review & Comment Approved as Submitted Submit Mylar for Signature
 Returned for Corrections Resubmit 3 Copies for Review
 For Your Use Submit 3 Sets of Approved Construction Plans
 Other:

COMMENTS: _____

COPY TO: _____

SIGNED: Peter V. Sevcik DATE: 11/18/2009

T:\ADMINISTRATIVE-OFFICE\FORMS\TRACT BOOKS\TRANSMITTAL FORM ELECTRONIC.DOC

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EXHIBIT "A"

TEFFT STREET

50'

20'

30'

20'

POB

S55°35'19"W

20' OFFER OF DEDICATION PER 3629 OR 370

20' OFFER OF DEDICATION PER INST. NO. 1991-7651

PARCEL 1
59 PM 83

PTN LOT 4
A MAPS 19

LOT 5
A MB 19

S34°18'56"E 344.10'

BLUME STREET

N34°18'56"W 395.74'

PARCEL 2
59 PM 83

∠ = 89°54'20"
11 = 20.00'
12 = 31.38'

10'

S34°24'36"E

50.00'

54.88'

N55°35'24"E

N34°18'56"W

33.00'

N55°35'24"E

LOT 6

PLAT

PORTION OF LOT 4&5 OF H.C. WARD'S
SUBDIVISION OF RANCHO NIPOMO AS
RECORDED IN BOOK A OF MAPS AT
PAGE 19 IN THE COUNTY OF SAN
LUIS OBISPO, STATE OF CALIFORNIA
PREPARED BY:

WESTLAND ENGINEERING, INC.

3480 S. HIGUERA, SUITE 130,
SAN LUIS OBISPO, CA 93401
(805)-541-2394

AUGUST 2008 JOB NO. 06.005
SHEET 2 OF 2

PARCEL 3
59 PM 83

SCALE: 1" = 60'



Location of easement