

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: April 2, 2008

**AGENDA ITEM
D-3
APRIL 9, 2008**

CONSIDER ADOPTION OF EXPOSURE AND INFECTION CONTROL POLICY

ITEM

Consider adoption of Exposure and Infection Control Policy [ADOPT RESOLUTION].

BACKGROUND

Title 8, Section 5193, of the California Code of Regulations requires certain employers to have an effective Bloodborne Pathogen Policy to ensure that employees are adequately trained and informed of the hazards associated with occupational exposure to bloodborne pathogens. While this requirement does not apply directly to wastewater workers, the District does have a general duty responsibility based on CalOHSAs regulations to provide employees with the appropriate level of protection to minimize occupational exposure to pathogens that may be present in wastewater. The District currently does not have an exposure and infection control policy.

Staff has prepared the attached Exposure and Infection Control Policy based on Cal/OSHA's requirements and National Institute for Occupational Safety and Health (NIOSH) guidelines. Once the policy is adopted, staff will proceed to purchase the necessary safety equipment to implement the program and conduct the appropriate training.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution.

ATTACHMENT

Resolution 2008-XXXX with Exhibit "A" – Exposure and Infection Control Policy

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING AN EXPOSURE AND INFECTION CONTROL POLICY**

WHEREAS, the Nipomo Community Services District (herein "District") does not have an Exposure and Infection Control Policy, and

WHEREAS, Staff has determined that the District needs an Exposure and Infection Control Policy to ensure that employees are adequately trained and informed of the pathogen hazards associated with work in or near wastewater; and

WHEREAS, the draft Exposure and Infection Control Policy has been circulated for employee comment; and

WHEREAS, the Exposure and Infection Control Policy attached as Exhibit "A" to this Resolution has been reviewed by the Board of Directors of the Nipomo Community Services District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District, as follows:

1. The policies attached hereto as Exhibit "A" are hereby adopted as the Exposure and Infection Control Policy of the Nipomo Community Services District.
2. Effective Date. This Resolution and the attached Exposure and Infection Control Policy shall take effect immediately.

Upon motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby passed and adopted this 9th day of April, 2008.

Michael Winn
President of the Board
Nipomo Community Services District

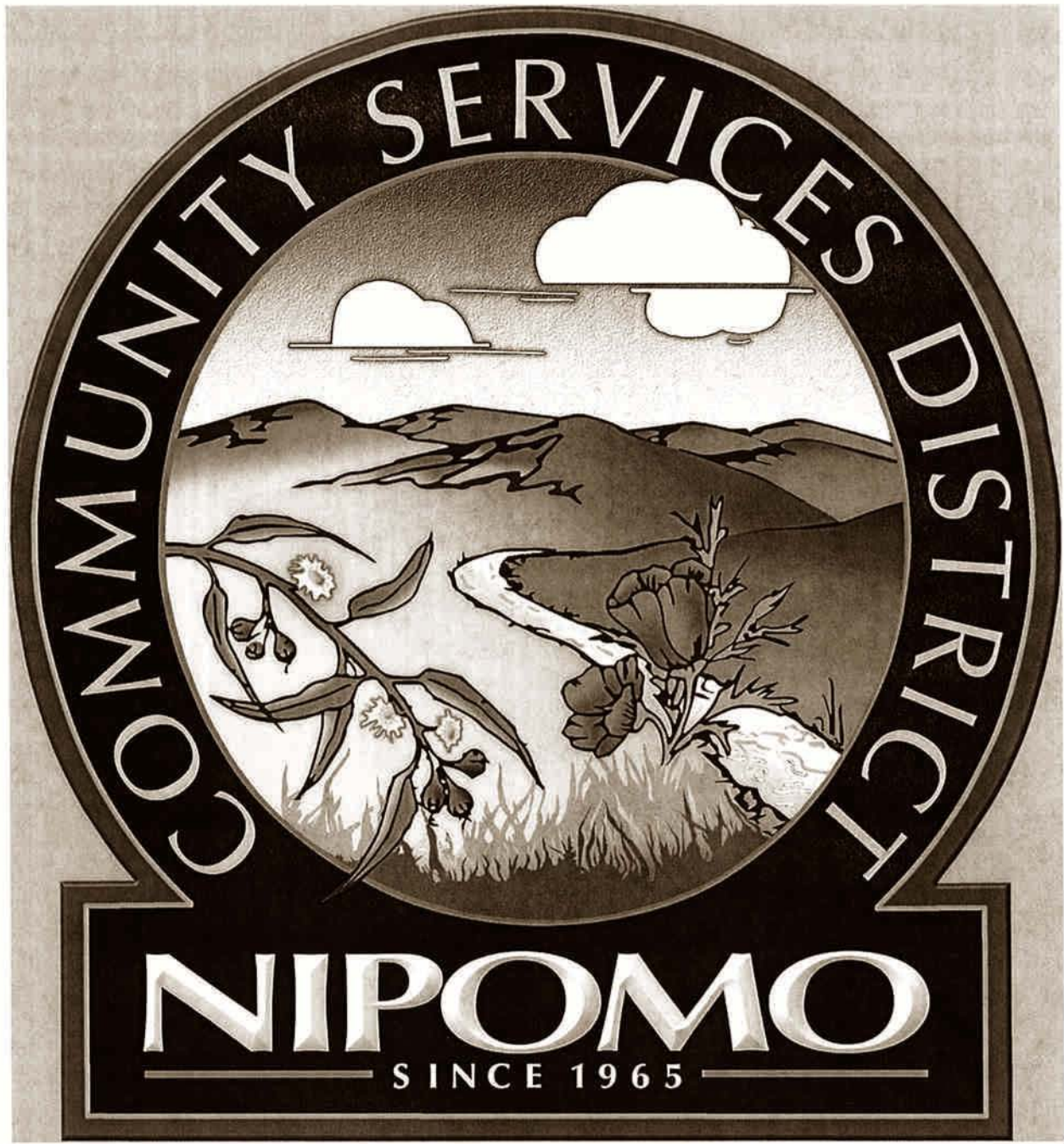
ATTEST:

APPROVED:

Donna K. Johnson
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NCSD SAFETY POLICIES AND PROCEDURES
EXPOSURE AND INFECTION CONTROL POLICY**



NCSD SAFETY POLICIES AND PROCEDURES

EXPOSURE AND INFECTION CONTROL POLICY

I. PURPOSE

The purpose of the NCSD EXPOSURE AND INFECTION CONTROL POLICY is to minimize employee occupational exposure to pathogens that can be found in wastewater. There are four major types of human disease-causing pathogens that can be found in wastewater: (1) bacteria, (2) viruses, (3) protozoa, and (4) helminthes (parasitic worms).

II. APPLICABILITY

This Policy applies to all NCSD employees that may be exposed to untreated wastewater, treated wastewater and biosolids.

III. POLICY

It is the policy of the Nipomo Community Services District to provide employees with the appropriate level of protection to minimize occupational exposure to pathogens that may be present in wastewater in accordance with Cal/OSHA requirements and National Institute for Occupational Safety and health (NIOSH) guidelines.

IV. RESPONSIBILITY

A. Utility Superintendent shall:

1. Ensure that the EXPOSURE AND INFECTION CONTROL POLICY is implemented. The Utility Superintendent has the authority to delegate any or all portions of this Policy to subordinates, but the Superintendent will be held responsible for compliance.
2. Implement the EXPOSURE AND INFECTION CONTROL POLICY.
3. Provide Personal Protective Equipment (PPE) to employees occupationally exposed to wastewater.

B. Employees shall:

1. Use all personal protective equipment issued for the protection against pathogens that may be present in wastewater.

C. District Engineer/Safety Officer shall:

1. Update and maintain the EXPOSURE AND INFECTION CONTROL POLICY on an annual basis.

V. PROCEDURE

A. Personal Protective Equipment

Employees shall use PPE as appropriate for the situation. Common sense shall prevail and determine what PPE is necessary for each situation. Gloves shall be worn

NCSD SAFETY POLICIES AND PROCEDURES

EXPOSURE AND INFECTION CONTROL POLICY

whenever an employee may come in contact with wastewater as well as handling or touching contaminated equipment, items or surfaces. Each employee must inspect all PPE for defects and must immediately repair or replace any defective PPE and notify his/her supervisor.

Masks, in combination with goggles, raincoats, rubber boots, water-proof boots, glasses or face shields shall be worn whenever splashes, spray, splatter or droplets may be generated and whenever eye, nose or mouth contamination can be reasonably anticipated or when in close proximity to airborne agents. Raincoats should be worn, when possible, if it becomes likely that a uniform will be soaked with wastewater.

All PPE shall be removed and properly cleaned following the hygiene precautions listed below.

Personal Protective Equipment readily available at NCSD includes: gloves, raingear, rubber boots, safety boots, safety glasses, face shields, and uniforms.

PPE is issued to all employees upon their hiring. It is the employees' responsibility to ensure that their equipment is clean, functional and readily available. In the event that an employees' PPE needs to be repaired or replaced, the employee must notify his/her supervisor.

B. Hygiene Precautions

Employees are expected to utilize the following hygiene precautions:

1. Wash hands thoroughly with soap and water after contact with wastewater.
2. Avoid touching face, mouth, eyes, nose, or open sores and cuts while working with wastewater.
3. Wash hands before eating, drinking or smoking and before and after using the bathroom.
4. Eat in designated areas away from wastewater-handling activities.
5. Do not smoke or chew tobacco or gum while working with wastewater.
6. Use barriers between skin and surfaces exposed to wastewater.
7. Remove excess wastewater from footgear prior to entering a vehicle or building.
8. Keep wounds covered with clean, dry bandages,

NCSD SAFETY POLICIES AND PROCEDURES

EXPOSURE AND INFECTION CONTROL POLICY

9. Thoroughly but gently flush eyes with water if wastewater contacts eyes.
10. Change into clean work clothing on a daily basis and reserve footgear for use at work only.
11. Do not wear work clothes home or outside the work environment.
12. Use gloves to prevent skin abrasion.

Decontamination and housekeeping will be accomplished by utilizing a solution of bleach and water, generally a ratio of one (1) part bleach to six (6) parts water, mixed at the time of decontamination because the effectiveness of the solution dissipates over time and is not effective over twenty-four (24) hours.

Hand washing facilities have been made available to all employees. Employees must wash their hands, as soon as practical, after exposure to wastewater. Where hand-washing facilities are not feasible, the District will provide anti-microbial hand cleansers. Employees must wash their hands with running water as soon as possible after using the anti-microbial cleanser.

C. Training

The Utility Superintendent and Safety Officer shall ensure that all employees who have occupational exposure will participate in a training program on exposure and infection control. Training will be provided at the time of initial assignment to tasks where occupational exposure may take place and periodically thereafter. The training program will cover the following issues:

1. A copy and an explanation of the District's Exposure and Infection Control Policy
2. Frequent and routine hand washing
3. Information on the types, proper use, location, removal, handling, cleaning, and disposal of personal protective equipment
4. An explanation for the basis for selection of personal protective equipment
5. Instructions that work clothes and boots should not be worn home
6. Prohibition of eating, drinking or smoking while working in or around wastewater
7. Instructions to report potentially work-related illnesses or symptoms to their supervisor

D. Immunizations

All employees covered by this policy should have up-to-date tetanus immunizations as recommended by NIOSH.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: APRIL 4, 2008

**AGENDA ITEM
D-4
APRIL 9, 2008**

**INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS
FOR THE STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1**

ITEM

Resolution initiating proceedings for annual levy of Street Landscape Maintenance District No. 1

BACKGROUND

In 2003, the Board of Directors formed Street Landscape Maintenance District No. 1 to provide the street landscape maintenance for Tract 2409 (Sculpture Homes located on Vista Verde and Ida Street). The Street Landscape Maintenance District was formed under Government Code Section 61601.20 and the Landscaping and Lighting Act of 1972.

Annually, NCSD must follow the procedures outlined in the Government Code and Prop. 218 to levy the assessment on each of the 28 property owners. In order to proceed, the attached Resolution should be adopted to initiate the proceedings and appoint Peter Sevcik, District Engineer, as the assessment engineer.

RECOMMENDATION

Staff recommends adoption of Resolution 2008-lmd initiation

ATTACHMENT

Resolution 2008-LMD Initiation

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-xxxx**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR ANNUAL
LEVY OF ASSESSMENTS FOR THE STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR
FISCAL YEAR 2008-2009 PURSUANT TO THE PROVISIONS OF PART 2 OF
DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

WHEREAS, the Nipomo Community Services District Board of Directors ("NCSD") has, by previous Petition and Resolution, formed the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as "Street Landscape Maintenance District No. 1") pursuant to the provisions of Government Code §61601.20 and the Landscaping and Lighting Act of 1772 (hereinafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Luis Obispo for the Nipomo Community Services District to pay for the installation, planting and maintenance of landscaping within public streets, right of ways or easements within the Nipomo Community Services District; and

WHEREAS, Street Landscape Maintenance District No. 1 and the associated assessments are in compliance with the provisions of California Constitution Article XIID; and

WHEREAS, the NCSD has appointed Jim Garing, a registered engineer, as assessment engineer for the purpose of assisting with the Annual Levy of the Street Landscape Maintenance District No. 1 and to prepare and file a report in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Nipomo Community Services District for the Nipomo Street Landscape Maintenance District No. 1, as follows:

SECTION 1: The NCSD hereby initiates proceedings for annual levy of assessments for Street Landscape Maintenance District No. 1 for Fiscal Year 2008-2009 pursuant to the provisions of the Act.

SECTION 2: The improvements within Street Landscape Maintenance District No. 1 include: trees, shrubs, grass, and other ornamental vegetation, and appurtenant facilities and including irrigation system within the Street Landscape Maintenance District No. 1. The Board of Directors does not anticipate new improvements or substantial changes in existing improvements.

SECTION 3: Engineer's Annual Levy Report: The NCSD Board of Directors hereby orders Peter Sevcik, District Engineer, to prepare the Engineer's Annual Levy Report concerning the levy of assessments for Street Landscape Maintenance District No. 1 in accordance with *Chapter 3, Section 22622* of the Act.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this 9th day of April, 2008, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

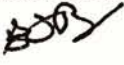
Michael Winn, President
Board of Directors
Nipomo Community Services District

ATTEST:

APPROVED:

Donna K. Johnson, Board Secretary
Nipomo Community Services District

Jon S. Seitz, District Legal Counsel
Nipomo Community Services District

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: APRIL 4, 2008



ENFORCEMENT OF COUNTY PROHIBITION ON NEW POTABLE WATER WELLS

ITEM

Authorize request to SLO County to enforce prohibition for new private potable water wells within District pursuant to County Code Section 19.20.2366 [RECOMMEND ADOPTION].

BACKGROUND

Attached is a copy of County Code Section 19.20.2366. Section (b) of Section 19.20.2366, which prohibits the issuance of a building permit within NCSD for residences proposing to rely on new private wells as the source of potable water supply.

RECOMMENDATION

Staff recommends that your Honorable Board authorize staff to mail letters to County Planning and County Health Departments requesting enforcement of this prohibition.

ATTACHMENTS

- County Code Section 19.20.2366

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Title 19 BUILDINGS AND CONSTRUCTION

Chapter 19.20 CONSTRUCTION STANDARDS

19.20.236 Minimum water supply—Single-family dwellings.

All dwellings shall be provided a potable water supply system as required by this section. Such system shall also satisfy all applicable requirements of the Uniform Plumbing Code and the county health department.

(a) Community System or On-site Well. Subject to the approval of the building official, a dwelling may be supplied potable water from either:

(1) A public water supply or domestic water system approved by the health department or operated by a state licensed water purveyor; or

(2) An on-site well, water storage and delivery system in accordance with this section.

(b) On-site Wells. When an on-site well is the proposed potable water supply, a building permit may be issued only where the building site is located outside the service boundary of a community water system, and where the well, together with any on-site water storage, satisfies all the following requirements:

(1) Health Department Approval. All water wells shall be designed, constructed and shall obtain health department approval as required by Chapter 8.40 of this code.

(2) Minimum Capacity. A domestic well shall provide a minimum capacity of five gallons per minute (GPM) in order to be approved for use as a source of potable water for a single-family dwelling. Use of a well with a

minimum capacity of 2.5 gallons per minute may be approved by the building official where one thousand gallons of approved on-site water storage is also provided. (Note: on-site water storage for fire protection may also be required by the land use ordinance or, where applicable, the coastal zone land use ordinance regardless of the requirements of this section.) A building permit may be issued where use of a well with less capacity than 2.5 gallons per minute is proposed only where authorized by the director of environmental health.

(3) Testing of Capacity. The capacity required by subsection (b)(2) of this section for a domestic well shall be verified by a minimum four-hour pump test with drawdown and recovery data by a licensed and bonded well driller or pump testing company. Bail and air blow tests may be accepted for wells of twenty-five gallons per minute or greater. (Ord. 3067 § 27, 2005; Ord. 2351 § 17, 1988; Ord. 2275 § 2 (part), 1986)

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: April 2, 2008

**AGENDA ITEM
D-6
APRIL 9, 2008**

ACCEPTANCE OF EASEMENTS, AGREEMENT, WATER AND SEWER IMPROVEMENTS
CO 04-0342 (NEWDOLL)

ITEM

Acceptance of easements, agreement, water and sewer improvements for CO 04-0342 (Newdoll) on Meredith Avenue at Story Street [ADOPT RESOLUTION].

BACKGROUND

Upon completion of a developer's project, the District accepts improvements of the project after all requirements have been met. The developer (Newdoll Construction) for CO 04-0342, a four (4) lot development consisting of four (4) residential lots located on Meredith Avenue at Story Street, has offered for dedication the attached easement for the water system; has installed the water and sewer system to District Standards; and has met the District's standard conditions:

- Installed the improvements
- Paid associated fees
- Provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification

The District does need one additional sewer easement in order to be able to maintain the sewer line through the project. The developer has agreed to provide the easement after the parcel map records. To ensure that the developer provides the easement, the District required the developer to execute the attached Agreement Affecting Real Property that was prepared by the District's legal counsel that requires the developer to provide the additional sewer easement before the District will set any water meters for the project.

RECOMMENDATION

Staff recommends that your Honorable Board approve Resolution 2008-Accept CO 04-0342, accepting the offered water system easement, agreement affecting real property, and the water and sewer system improvements for CO 04-0342.

ATTACHMENTS

Resolution 2008-Accept CO 04-0342
Grant of Easement and Agreement Affecting Real Property dated March 28, 2008
Agreement Affecting Real Property dated March 28, 2008

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2008-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING EASEMENT, AGREEMENT FOR ADDITIONAL SEWER EASEMENT,
AND THE WATER AND SEWER IMPROVEMENTS FOR CO 04-0342 (NEWDOLL)**

WHEREAS, the District approved the construction plans on April 25, 2006, for the water and sewer improvements to be constructed; and

WHEREAS, the water and sewer improvements have been constructed and said improvements are complete and certified by the engineer; and

WHEREAS, on April 27, 2007, the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

WHEREAS, the Owner offered the attached easements for in future right of way utilities to the Nipomo Community Services District; and

WHEREAS, the Owner offered the attached agreement affecting real property agreeing to provide the District with an additional sewer easement in the future; and

WHEREAS, this District has accepted such offer without obligation except as required by law, and

WHEREAS, all water and sewer fees for service, required in conformance with District ordinances, have been paid in full for CO 04-0342 (Newdoll).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. That the water and sewer improvements to serve CO 04-0342 in Nipomo are accepted by this District.
2. That the attached easement dated March 28, 2008 is hereby accepted and staff is ordered to record the attached easement.
3. That the attached agreement affecting real property dated March 28, 2008 is hereby accepted and staff is ordered to record the agreement.

On the motion by Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this 9th day of April, 2008.

Michael Winn, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

APN # 092-311-001

**GRANT OF EASEMENT
AND AGREEMENT AFFECTING REAL PROPERTY**

Exhibits Incorporated by Reference:

Exhibit "A" – Real Property Legal Description
Exhibit "B" – Legal Description of Easement Granted to District
Exhibit "C" – Depiction of Easement Granted to District

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into March 28, 2008, by and between Story Street Estates, Inc., (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in **Exhibit "A"**.
- B. Grantors are improving said Real Property including the construction of certain utilities that will be dedicated to the District for operation and maintenance ("District Facilities").
- C. Grantors desire to convey a utility easement to Nipomo Community Services District over a portion of said Real Property for the purposes referenced in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. GRANT OF EASEMENT

Grantors, hereby grant and convey to the Nipomo Community Services District a utility easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "B" and as depicted in Exhibit "C".

2. PURPOSE

The purpose of the Easement is the present and future construction, reconstruction, operation, repair, and maintenance of District facilities, including water lines and other utilities operated by the District, from and after said utilities are dedicated and accepted by the District (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary.

3. OTHER EASEMENTS

The Easement granted herein is in addition to, and does not supersede easements previously granted to the District, including but not limited to the following easements:

- A. Easement recorded June 16, 2006 as Document 2006042341 with the San Luis Obispo County Clerk Recorder.
- B. Grant Deed Easement recorded June 16, 2006 as Document 2006042342 with the San Luis Obispo County Clerk Recorder

4. MAINTENANCE AND REPAIR

It is anticipated by the parties that reconstruction, repair, replacement and inspection of District facilities will be performed by District within said Easement Area. Therefore, Grantor(s) covenants, promises and agree as follows:

- A. District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at

any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

B. The Grantor(s) shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as gas lines, retaining walls, fences, patios, trees and/or shrubs which obstruct or restrict District's access to the Easement Area, or cause damage to District Facilities contained within the Easement Area, without first receiving the written approval of District.

C. Grantor(s) shall remove improvements and or utilities constructed in violation of subparagraph (B), above, immediately at Grantor's expense. If Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors, individually and/or collectively.

D. Grantor(s), jointly and severally, agree to indemnify, defend, and hold harmless District and its agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property due to District's exercise of its rights to remove improvements, pursuant to subparagraph (C), above.

E. Grantor(s), jointly and severally, further agree to indemnify, defend, and hold harmless District and its contractors, agents and employees from any claims, suits, or losses of any kind (including attorney's fees and court costs) or any damages occurring to or within the Easement Area and/or any adjacent real or personal property resulting from the District's exercise of its rights to remove construct, operate, repair or maintain District Facilities within the Easement Area.

F. District has the right to enforce all reimbursement remedies described in Paragraphs C, above, and by all means available to the District.

5. **MISCELLANEOUS**

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Grantor(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and be binding on the successors and assigns of the Grantor(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

E. This Easement and Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

F. Recitals A through C are incorporated herein by reference as though set forth at length.

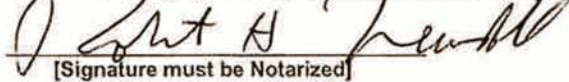
G. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

6. **AUTHORITY TO EXECUTE.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Grantor(s) hereby warrants that Grantor(s) shall not have breached the terms or conditions of any other contract or Agreement to which Grantor(s) is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S): Story Street Estates, Inc.


[Signature must be Notarized]

Robert H. Newdoll, President
[Type or print name]

Date: 3-28-08

[Signature must be Notarized]

[Type or print name]

Date: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2008, accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 2008 from Grantors, and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Mike Winn
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Donna K. Johnson, Secretary
Nipomo Community Services District
Board of Directors

State of California)
County of SAN LUIS OBISPO

JANE WALDEN, NOTARY PUBLIC

On MARCH 28, 2008 before me, (here insert name and title of the officer), personally appeared ROBERT H. NEWDOLL

_____, 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/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.

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 _____

Jane Walden

(Seal)

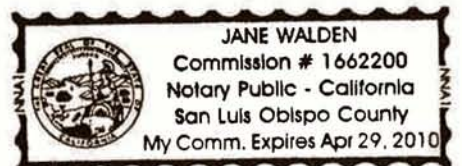


EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 13 of the Resubdivision of a part of Lot 26 of H. C. Wards Subdivision of the Nipomo Rancho, in the un-incorporated area of the County of San Luis Obispo, State of California, according to Map recorded March 19, 1887 in Book A, Page 14 of Maps, described as follows:

Beginning at the most Northerly corner of said Lot;

Thence South $41\frac{3}{4}^{\circ}$ East along the Northeasterly line of said Lot, 495 feet to the most Northerly corner of the property conveyed to George F. Corella and wife by Deed dated March 31, 1948 and recorded June 29, 1948 in Book 478, Page 358 of Official Records;

Thence South $48\frac{1}{4}^{\circ}$ West along the Northwesterly line of the property so conveyed, 165 feet;

Thence South $41\frac{3}{4}^{\circ}$ East along the Southwesterly line of the property so conveyed, 165 feet to the Southeasterly line of said Lot;

Thence South $48\frac{1}{4}^{\circ}$ West along said Southeasterly line, 165 feet to the most Southerly corner of the property conveyed to Floyd A. Morrow and wife by Deed dated February 20, 1948 and recorded March 31, 1948 in Book 475, Page 5 of Official Records;

Thence North $41\frac{3}{4}^{\circ}$ West along the Southwesterly line of the property so conveyed, 660 feet to the Northwesterly line of said Lot;

Thence North $48\frac{1}{4}^{\circ}$ East along said Northwesterly line, 330 feet to the Point of Beginning.

APN: 092,311,001

End of Legal Description

EXHIBIT B

Legal Description

A 50 foot wide easement for water line and incidental purposes over a portion of that real property described in the grant deed to Story Street Estates recorded March 25th, 2005 in Document No. 2005-023600 of Official Records in the Office of the County Recorder, County of San Luis Obispo, State of California, the centerline described as follows:

Beginning at the at the centerline intersection of Meredith Avenue and Quito Street as shown on the map filed in Book 11 of Maps at Page in the Office of the County Recorder of said County; thence

Along the centerline of said Meredith Avenue, South 40°19'05" East, a distance of 145.00 feet to a curve to the right having a radius of 250.00 feet; thence

Along said curve through a central angle of 35°13'48", a distance of 153.72 feet to a curve to the left having a radius of 250.00 feet; thence

Along said curve through a central angle of 59°09'17", a distance of 258.11 feet to a curve to the right having a radius of 209.52 feet; thence

Along said curve through a central angle of 24°10'08", a distance of 88.38 feet; thence

South 40°18'43" West, a distance of 214.81 feet to the centerline of Story Street.

EXCEPTING that portion lying with the land described in Book 478, Page 358 of Official Records in the Office of the said County Recorder.

The above-described parcel contains 33,800 sq. ft., more or less.

The above-described parcel is graphically shown on Exhibit C attached hereto and made a part hereof.

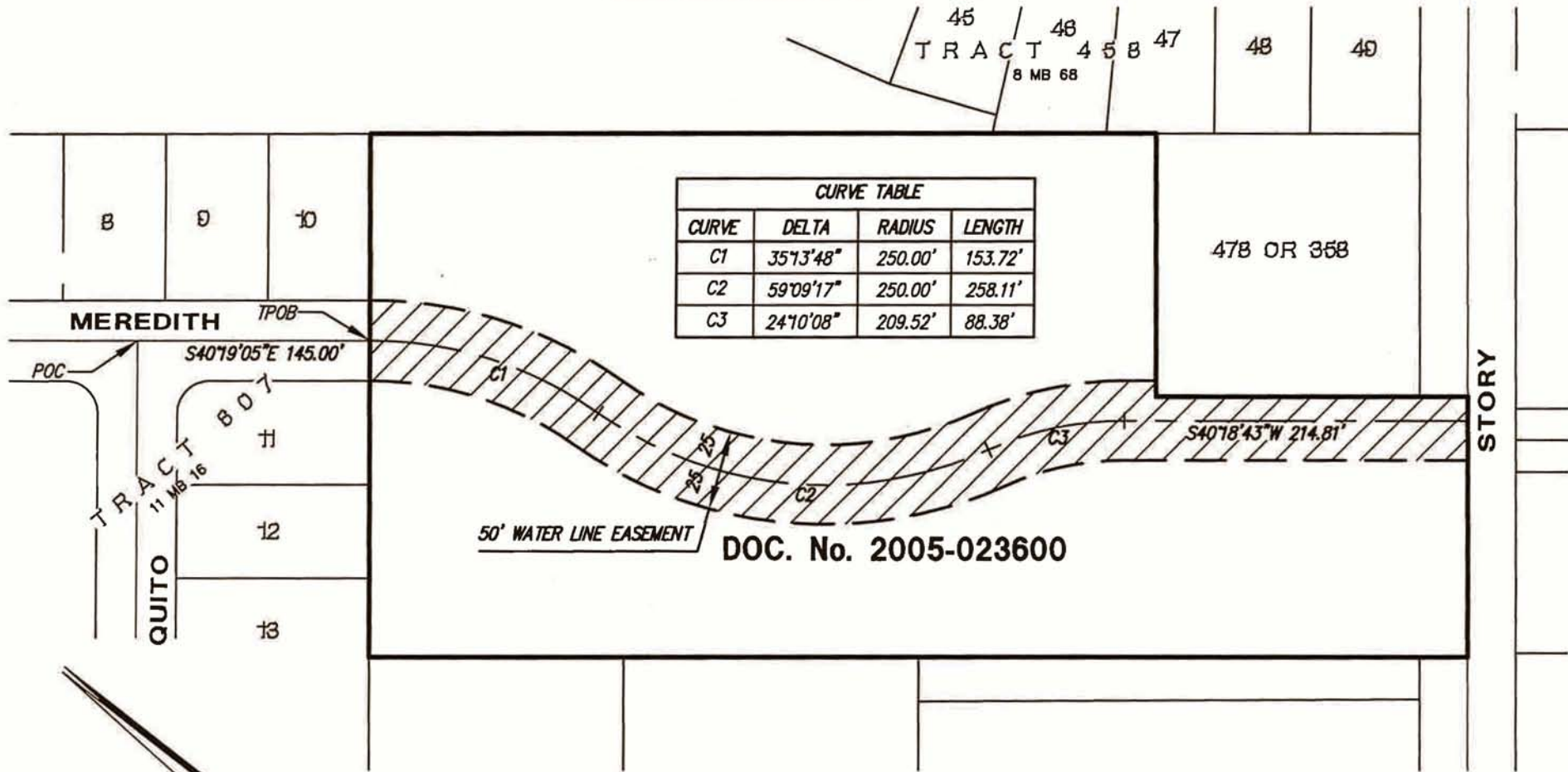


Randy Ellison, LS 7065
(exp. 12/31/2008)

3-28-08
Date



EXHIBIT 'C'



SCALE: 1"=100'

rrmdesigngroup



creating environments people enjoy®

3765 South Higuera St., Ste. 102, San Luis Obispo, CA 93401

P: (805) 543-1794 | F: (805) 543-4609 | www.rrmdesign.com

A California Corporation | Victor Montgomery, Architect #C11090 | Jerry Michael, PE #36895, LS #6276 | Jeff Farber, LA #2844

E: 2003 Survey 1703041 652 Story St Nipomo Survey Product Drawings PM1703041.dwg, 1:30pm, risellison


A PORTION OF THE LAND DESCRIBED IN THE DEED TO STORY STREET ESTATES RECORDED IN DOCUMENT No. 2005-023600 OF OFFICIAL RECORDS, IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA.

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust dated March 24, 2005, recorded as Document No. 2005-023601 on March 25, 2005, of official records of the County of San Luis Obispo, State of California, for the property shown on Parcel Map Co 04-0342 filed for record in Book _____ of Parcel Maps at Page _____ of said County, consents to all of the provisions contained in the Grant of Easement and Agreement Affecting Real Property executed by Story Street Estates, Inc. a California Corporation, as Declarant, and agrees that the lien of the deed of trust shall be junior and subordinate and subject to the Declaration.

BENEFICIARY

COAST NATIONAL BANK

By: 
Don Parker
Its: Senior Vice President

By: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

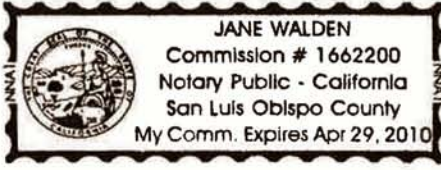
State of California

County of San Luis Obispo }

On March 28, 2008 before me, JANE WALDEN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DON PARKER
Name(s) of Signer(s)

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/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.



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 Jane Walden
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

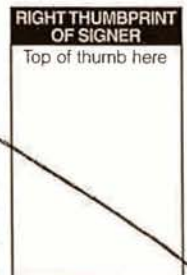
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT
WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

APN #: 092-311-001

AGREEMENT AFFECTING REAL PROPERTY

Exhibits Incorporated by Reference:
Exhibit "A" – Real Property Legal Description

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into March 28, _____, 2008, by and between Story Street Estates, Inc., (herein "Owner(s)") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

- A. Owner(s) own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, Nipomo, California, more particularly described in **Exhibit "A"**.
- B. Owner(s) have previously granted to District two (2) Easements as follows:
1. Easement recorded June 16, 2006 as Document 2006042341 with the San Luis Obispo County Clerk Recorder.
 2. Grant Deed Easement recorded June 16, 2006 as Document 2006042342 with the San Luis Obispo County Clerk Recorder
- C. District and Owner(s) both acknowledge that an additional sewer line easement over and under parcels identified in Exhibit "B" of the Easement referenced in Recital B(1) is required prior to the District setting any water meters within the Real Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. WATER METERS

The District will not set water meters within the Real Property or the Tract until such time as Owner(s), at Owner(s) expense, grants to District a water line and utility easement, in a form acceptable to District across parcels identified in Exhibit "B" to the Easement recorded as Document 2006042341 on June 16, 2006.

2. MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

B. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

C. The obligations of Owner(s) shall be considered for all purposes to be both covenants and conditions that shall run with the land and shall be binding on the successors and assigns of the Owner(s) and shall inure to the benefit of District and its successors and assigns.

D. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

E. Any waiver or delay in enforcing, at any time, by District of its rights and remedies with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver of its rights to enforce said breach or default at a later time.

F. This Agreement Affecting Real Property shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

G. Recitals A through C are incorporated herein by reference as though set forth at length.

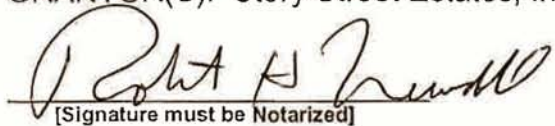
H. The Agreement shall be governed by the laws of the State of California. Any litigation regarding the Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

3. AUTHORITY TO EXECUTE.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Owner(s) hereby warrants that Owner(s) shall not have breached the terms or conditions of any other contract or Agreement to which Owner(s) is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date the District executes the Certificate of Acceptance.

GRANTOR(S): Story Street Estates, Inc.


[Signature must be Notarized]

Robert H. Newdollar, President
[Type or print name]

Date: 3-28-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

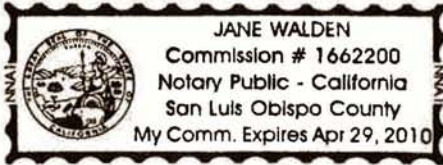
State of California

County of SAN LUIS OBISPO

On MARCH 28, 2008 before me, JANE WALDEN, NOTARY PUBLIC

personally appeared ROBERT H. NEWDOLL

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/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.



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 Jane Walden

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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: _____

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2008 accepts for public purposes the real property, or interest described in the foregoing Easement and Agreement, dated _____, 2008 from Owner(s), and consents to the recordation thereof.

Nipomo Community Services District

By: _____
Name: Michael Winn
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Donna K. Johnson, Secretary
Nipomo Community Services District
Board of Directors

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 13 of the Resubdivision of a part of Lot 26 of H. C. Wards Subdivision of the Nipomo Rancho, in the un-incorporated area of the County of San Luis Obispo, State of California, according to Map recorded March 19, 1887 in Book A, Page 14 of Maps, described as follows:

Beginning at the most Northerly corner of said Lot;

Thence South $41\frac{3}{4}^{\circ}$ East along the Northeasterly line of said Lot, 495 feet to the most Northerly corner of the property conveyed to George F. Corella and wife by Deed dated March 31, 1948 and recorded June 29, 1948 in Book 478, Page 358 of Official Records;

Thence South $48\frac{1}{4}^{\circ}$ West along the Northwesterly line of the property so conveyed, 165 feet;

Thence South $41\frac{3}{4}^{\circ}$ East along the Southwesterly line of the property so conveyed, 165 feet to the Southeasterly line of said Lot;

Thence South $48\frac{1}{4}^{\circ}$ West along said Southeasterly line, 165 feet to the most Southerly corner of the property conveyed to Floyd A. Morrow and wife by Deed dated February 20, 1948 and recorded March 31, 1948 in Book 475, Page 5 of Official Records;

Thence North $41\frac{3}{4}^{\circ}$ West along the Southwesterly line of the property so conveyed, 660 feet to the Northwesterly line of said Lot;

Thence North $48\frac{1}{4}^{\circ}$ East along said Northwesterly line, 330 feet to the Point of Beginning.

APN: 092,311,001

End of Legal Description

CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust dated March 24, 2005, recorded as Document No. 2005-023601 on March 25, 2005, of official records of the County of San Luis Obispo, State of California, for the property shown on Parcel Map Co 04-0342 filed for record in Book _____ of Parcel Maps at Page _____ of said County, consents to all of the provisions contained in the Agreement Affecting Real Property executed by Story Street Estates, Inc. a California Corporation, as Declarant, and agrees that the lien of the deed of trust shall be junior and subordinate and subject to the Declaration.

BENEFICIARY

COAST NATIONAL BANK

By:  _____
Don Parker
Its: Senior Vice President

By: _____
Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

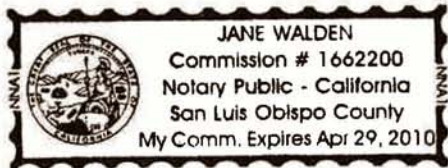
On March 28, 2008 before me, JANE WALDEN, NOTARY PUBLIC

personally appeared DON PARKER

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/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.

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 Jane Walden
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.

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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____