

TO: BOARD OF DIRECTORS
FROM: MICHAEL LEBRUN *MSL*
INTERIM GENERAL MANAGER
DATE: FEBRUARY 18, 2011

**AGENDA ITEM
C-1
FEBRUARY 23, 2011**

MONTHLY SUPERINTENDENT UPDATE

ITEM

NCSD Utility Superintendent Tina Grietens re Summary Operations Activities [NO ACTION REQUESTED].

BACKGROUND

District Utility Superintendent Tina Grietens is scheduled to summarize the attached outline.

RECOMMENDATION

Staff recommends that your Honorable Board receive the presentations and ask questions as appropriate.

ATTACHMENTS

- Operations Report

NIPOMO COMMUNITY



SERVICES DISTRICT

BOARD MEMBERS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
ED EBY, DIRECTOR
MIKE WINN, DIRECTOR
DAN GADDIS, DIRECTOR

STAFF

MICHAEL LEBRUN, INTERIM GENERAL MANAGER
LISA BOGNUDA, ASSISTANT GENERAL MANAGER
PETER SEVCIK, P.E., DISTRICT ENGINEER
TINA GRIETENS, UTILITY SUPERINTENDENT
JON SEITZ, GENERAL COUNSEL

Serving the community since 1965

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

TO: MICHAEL LEBRUN, INTERIM GENERAL MANAGER
FROM: TINA GRIETENS, UTILITY SUPERINTENDENT
DATE: FEBRUARY 17, 2011
SUBJECT: UTILITY DIVISION UPDATE - JANUARY 20- FEBRUARY 16, 2011

- **Southland Wastewater Plant and Utility Yard**
Electrical panel maintenance at WWTP
Flow meter calibrated
Measured sludge in all 4 treatment ponds, preparing for removal in ponds #1, #2
Alarm system installed in vehicle storage building
Preparation for moving sea train from main office to Southland Utility Yard
- **Blacklake Wastewater Reclamation Facility**
Electrical panel maintenance at WWTP
Aerator repair, flow meters calibrated
Received new grinders, motors and controllers, coordinating replacement
- **Sewer Collection system**
Established bi-weekly lift station cleaning schedule
Electrical panel maintenance of all Lift Stations
- **Water Distribution System**
Exercising valves in Blacklake distribution system
Crew assisted in Willow road extension: exercised valves and shut down water line for water line tie in
- **Wells**
Troubleshooting problem at Sundale well; found motor had shorted out, motor rewind. Investigating cause of problem; installed voltage recording meter, VFD manufacturer contacted.
- **Maintenance Program**
Replaced 31 water meters
Annual standby generator oil change maintenance performed
- **Compliance**
Updated 2011 water and wastewater sampling and analyses schedule
Preparing Wastewater monthly report
Training staff in laboratory analyses
- **Training**
Cross training staff in valve exercising, sewer line cleaning and operations
Two tailgate meetings included short video training: Lift Station Repair, Customer Service
Staff attended Quarterly Safety Training: Housekeeping, Strains & Sprains, Incident reporting
Staff began DVD training series on distribution repairs

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CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) APPROVE WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve Minutes of February 9, 2011 Regular Meeting
- D-3) APPROVE EASEMENT PURCHASE APPROXIMATELY 1350 SQ. FT. AT EXISTING
DISTRICT 'VIA CONCHA' WELL SITE ON VIA CONCHA ROAD APN 091-201-074
[RECOMMEND APPROVAL]

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**TOTAL COMPUTER
 CHECKS
 \$277954.45**

HAND WRITTEN CHECKS

02-09-11	20209	PGE	ELECTRICITY	\$30,533.69
02-15-11	20210	AARON HUGHES	PAYROLL	\$1,472.21
02-23-11	20211	FELIX CAMACHO	WASHER REBATE	\$75.00
02-23-11	20212	ROCIO MARTINEZ	WASHER REBATE	\$75.00
02-23-11	20213	RENAE PRIESS	WASHER REBATE	\$75.00
02-23-11	20214	PHIL HENRY	WASHER REBATE	\$75.00
02-23-11	20215	KRIS SINAY	WASHER REBATE	\$75.00
02-23-11	20216	ANDREA TREMPER	WASHER REBATE	\$75.00
02-23-11	20217	JOHN SOUZA	WASHER REBATE	\$75.00
02-23-11	20218	DARLENE HAGADUS	WASHER REBATE	\$75.00
02-23-11	20219	JOANNE MOSES	WASHER REBATE	\$75.00
02-23-11	20220	ROBERT TRUE	WASHER REBATE	\$75.00
VOID-NONE				

COMPUTER GENERATED CHECKS

19094	02/18/11	EMP01	EMPLOYMENT DEVELOP DEPT	1382.88	.00	1382.88	B10214	STATE INCOME TAX
19095	02/18/11	MID01	RABOBANK-PAYROLL TAX DEPO	4084.59	.00	4084.59	B10214	FEDERAL INCOME TAX
				584.00	.00	584.00	1B10214	FICA
				1038.84	.00	1038.84	2B10214	MEDICARE (FICA)
			Check Total.....:	5707.43	.00	5707.43		
19096	02/18/11	MID02	RABOBANK-DIRECT DEPOSIT	28761.60	.00	28761.60	B10214	NET PAY
19097	02/18/11	PER01	PERS RETIREMENT	7567.34	.00	7567.34	B10214	PERS PAYROLL REMITTANCE
19098	02/18/11	STA01	ING-PERS 457 DEFERRED COM	825.00	.00	825.00	B10214	457 DEFERRED COMP
019099	02/23/11	ABA01	ABALONE COAST BACTERIOLOG	147.00	.00	147.00	11-0566	LAB TEST-SOUTHLAND WWTP
				105.00	.00	105.00	11-0567	LAB TEST-SOUTHLAND WWTP
				175.00	.00	175.00	11-0695	LAB TEST-WATER SAMPLES
				20.00	.00	20.00	11-0696	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0725	LAB TEST-BL WWTP
				124.00	.00	124.00	11-0726	LAB TEST-BL WWTP
				105.00	.00	105.00	11-0727	LAB TEST-SOUTHLAND WWTP
				176.00	.00	176.00	11-0728	LAB TEST-SOUTHLAND WWTP
				147.00	.00	147.00	11-0729	LAB TEST-SOUTHLAND WWTP
				20.00	.00	20.00	11-0757	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0768	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0806	LAB TEST-BL WWTP
				175.00	.00	175.00	11-0838	LAB TEST-WATER SAMPLES
				20.00	.00	20.00	11-0839	LAB TEST-BL WWTP
				147.00	.00	147.00	11-0882	LAB TEST-SOUTHLAND WWTP
				124.00	.00	124.00	11-0883	LAB TEST-BL WWTP
				105.00	.00	105.00	11-0884	LAB TEST-SOUTHLAND WWTP
				176.00	.00	176.00	11-0885	LAB TEST-SOUTHLAND WWTP
				20.00	.00	20.00	11-0886	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0907	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0920	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0952	LAB TEST-BL WWTP
				20.00	.00	20.00	11-0985	LAB TEST-BL WWTP
			Check Total.....:	1926.00	.00	1926.00		
019100	02/23/11	AEC01	AECOM USA INC	93265.29	.00	93265.29	37087585	SOUTHLAND WWTF UPGRADE
				675.00	.00	675.00	37088318	PCI-TRACT 2650 VINTAGE
				345.60	.00	345.60	37088463	WATER SCADA UPGRADE
			Check Total.....:	94285.89	.00	94285.89		
019101	02/23/11	ATT02	AT&T	185.09	.00	185.09	2065310	TELEPHONE
019102	02/23/11	BLU02	BLUE SHIELD OF CALIFORNIA	978.89	.00	978.89	MAR 2011	COBRA SUBSIDY-MARCH
019103	02/23/11	BRE02	BRENNTAG PACIFIC INC.	547.21	.00	547.21	BPI070957	SODIUM HYPOCHLORITE
				1002.40	.00	1002.40	BPI073055	SODIUM HYPOCHLORITE
				310.51	.00	310.51	BPI073056	SODIUM HYPOCHLORITE
			Check Total.....:	1860.12	.00	1860.12		

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019104	02/23/11	CAN02	CANNON ASSOCIATES	495.00	.00	495.00	50160	MARIA VISTA ALARMS
				2942.49	.00	2942.49	50167	REPLACE IPAAC SERVER
				23171.27	.00	23171.27	50169	WILLOW ROAD PHASE I
			Check Total.....:	26608.76	.00	26608.76		
019105	02/23/11	CLE06	CNS SLO INC	70.56	.00	70.56	11630	COMPUTER SUPPORT
019106	02/23/11	COA02	COASTAL ROLLOFF	54.06	.00	54.06	51914	ROLLOFF
019107	02/23/11	CRY01	CRYSTAL SPRINGS	22.66	.00	22.66	JAN 2011	LAB-DISTILLED WATER
019108	02/23/11	CWE01	CWEA	76.00	.00	76.00	MOTLEY	RICK MOTLEY-GRADE 2
019109	02/23/11	DKF01	DKF SOLUTIONS GROUP, LLC	350.00	.00	350.00	1235	MONTHLY SAFETY SUBSCRIPTI
019110	02/23/11	EBY01	EBY, ED	100.00	.00	100.00	022311	BOARD MEETING 02-23-11
019111	02/23/11	FAR02	FAR WEST EXPRESS	23.00	.00	23.00	JAN 2011	DELIVERY
019112	02/23/11	FGL01	FGL ENVIRONMENTAL	49.00	.00	49.00	180176A	LAB TEST-WELL
019113	02/23/11	GAD01	GADDIS, DAN A.	100.00	.00	100.00	022311	BOARD MEETING 02-23-11
019114	02/23/11	HAM02	HAMNER JEWELL & ASSOCIATE	4713.70	.00	4713.70	5125	WATERLINE INTERTIE PROJEC
019115	02/23/11	HAR02	HARRISON, JAMES	100.00	.00	100.00	022311	BOARD MEETING 02-23-11
019116	02/23/11	JWC01	JWC ENVIRONMENTAL	11185.20	.00	11185.20	38985	GRINDER/MOTOR/CONTROLLER
				13311.86	.00	13311.86	39037	GRINDER-BLWWT
			Check Total.....:	24497.06	.00	24497.06		
019117	02/23/11	LEE02	LEE CENTRAL COAST NEWSPAP	1264.86	.00	1264.86	1065637	CONSERVATION ADVERTISING
019118	02/23/11	LIN02	LINC DELIVERY	231.00	.00	231.00	2826	DELIVERY-JANUARY
019119	02/23/11	MOR02	MORE OFFICE SOLUTIONS	78.34	.00	78.34	35117	B/W COPIES
019120	02/23/11	NEX02	NEXT DAY SIGNS	178.73	.00	178.73	9222	DISTRICT LOGO DECALS
019121	02/23/11	OFF01	OFFICE DEPOT	67.67	.00	67.67	65418001	OFFICE SUPPLIES
				209.86	.00	209.86	872762001	OFFICE SUPPLIES
				7.79	.00	7.79	875473001	OFFICE SUPPLIES
			Check Total.....:	285.32	.00	285.32		
019122	02/23/11	ONE01	1-800-CONFERENCE	252.98	.00	252.98	721377	TELECONFRENCE
				245.84	.00	245.84	727695	TELECONFRENCE
			Check Total.....:	498.82	.00	498.82		
019123	02/23/11	RBA01	R BAKER, INC	3190.05	.00	3190.05	11015113	REPAIR-283 N BURTON
				2089.30	.00	2089.30	11015114	POT HOLING/FIRE HYDRANT R
				739.16	.00	739.16	11015115	PAVING-283 N BURTON
			Check Total.....:	6018.51	.00	6018.51		
019124	02/23/11	REE01	REEDER, GILMAN & MILLION	1200.00	.00	1200.00	7754	APPRAISALS
				2400.00	.00	2400.00	7756	APPRAISALS
			Check Total.....:	3600.00	.00	3600.00		
019125	02/23/11	ROX01	ROXSAND	371.62	.00	371.62	15503	CLASS II BASE
019126	02/23/11	SAN09	SAN LUIS MAILING SERVICE	53.81	.00	53.81	218356	MAIL LATE NOTICES
				127.92	.00	127.92	218433	MAIL BILLS
				212.96	.00	212.96	218356A	POSTAGE FOR LATE NOTICES
				657.25	.00	657.25	218433A	POSTAGE FOR BILLS
			Check Total.....:	1051.94	.00	1051.94		
019127	02/23/11	SLO02	DIV OF ENVIRON HEALTH	943.16	.00	943.16	74129	CROSS CONNECTION SERVICES
019128	02/23/11	SOF01	SOFTWARE SOLUTIONS TEAM	750.00	.00	750.00	11-6150	SOFTWARE CLASS/TRAINING
019129	02/23/11	SOU04	SOUTHWEST SERVICES	816.80	.00	816.80	10126	ANNUAL CALIBRATION OF FLO
019130	02/23/11	STR03	STRADLING YOCCA CARLSON	1750.00	.00	1750.00	B10208	COP ANNUAL REPORT FILING
019131	02/23/11	TAF01	TAFT ELECTRIC	12633.00	.00	12633.00	30717	VIA CONCHA-ELECTRICAL PAN
				5295.00	.00	5295.00	30735	VIA CONCHA-LIGHTING
			Check Total.....:	17928.00	.00	17928.00		

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019132	02/23/11	TIT01	TITAN INDUSTRIAL & SAFETY	152.77	.00	152.77	1044395	OPERATING SUPPLIES
019133	02/23/11	USA01	USA BLUEBOOK	924.03	.00	924.03	322933	OPERATING SUPPLIES
				209.51	.00	209.51	327939	OPERATING SUPPLIES
			Check Total.....:	1133.54	.00	1133.54		
019134	02/23/11	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	022311	BOARD MEETING 02-23-11
019135	02/23/11	WAG01	WAGNER & BONSIGNORE	22763.70	.00	22763.70	02-11-1	GROUNDWATER LITIGATION
				4181.50	.00	4181.50	02-11-2	GENERAL CONSULTATION
			Check Total.....:	26945.20	.00	26945.20		
019136	02/23/11	WAL01	WALLACE GROUP	2013.00	.00	2013.00	31257	GIS SYSTEM IMPROVEMENTS
				2698.00	.00	2698.00	31298	INTERTIE ASSESSMENT DATA
			Check Total.....:	4711.00	.00	4711.00		
019137	02/23/11	WIN01	WINN, MICHAEL	100.00	.00	100.00	022311	BOARD MEETING 02-23-11
019138	02/23/11	WOO01	DOUGLAS WOOD & ASSOCIATES	265.00	.00	265.00	2011-4	FRONTAGE RD SEWER REPLACE
				2180.00	.00	2180.00	WWTP#16	SOUTHLAND WWTP UPGRADE
			Check Total.....:	2445.00	.00	2445.00		
019139	02/23/11	WSC01	WSC	6209.15	.00	6209.15	237	UHWP UPDATE
019140	02/23/11	\Q002	POWERS, STEVE	145.65	.00	145.65	000B10201	MQ CUSTOMER REFUND FOR QU

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the community since 1965

D2

MINUTES

FEBRUARY 9, 2011 AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
ED EBY, DIRECTOR
DAN A. GADDIS, DIRECTOR

PRINCIPAL STAFF

MICHAEL LEBRUN, INTERIM GENERAL MANAGER
LISA BOGNUDA, ASSISTANT GENERAL MANAGER
MERRIE WALLRAVIN, SECRETARY/CLERK
JON SEITZ, GENERAL COUNSEL
PETER SEVCIK, DISTRICT ENGINEER

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 February 9, 2011, to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

00:02:00

C. PRESENTATIONS AND PUBLIC COMMENT

C-1) SHERIFF COMMANDER KEN CONWAY

Update re: South County Law Enforcement Activities

Commander Conway was unable to attend this meeting.

C-2) CAL FIRE BATTALION CHIEF BILL FISHER

Update re: South County Cal Fire Activities

Battalion Chief Bill Fisher reviewed the activity report for January 2011. Mr. Fisher answered questions from the Board. The Board thanked Mr. Fisher for the report.

C-3) MIKE NUNLEY OF AECOM

Update re: Southland Wastewater Treatment Plant Upgrade

Eileen Shields, AECOM Project Engineer, reviewed the report as presented in the Board packet. Ms. Shields answered questions from the Board. The Board thanked Ms. Shields for the report.

C-4) NCSD DISTRICT ENGINEER PETER SEVCIK

Update re: Recent Activities and Second Quarter Review of Water Allocated Pursuant to Chapter 3.05 of District Code.

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Mr. Sevcik answered questions from the Board. The Board thanked Mr. Sevcik for the report.

Nipomo Community Services District
REGULAR MEETING
MINUTES

C-5) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Vierheilig

- ◇ February 17, 2011 – San Luis Obispo County will host a Climate Action Plan Event at the County Government Center from 6:30-8:30 p.m.

Director Eby

- ◇ February 8, 2011 – Attended PG & E's workshop and shared information on smart meters.

Director Winn

- ◇ Commented positively on smart meters.
- ◇ February 2, 2011 – WRAC met and the negotiations with CCWA are still on-going for the permanent sale of Schedule A water to Santa Barbara County.
- ◇ February 8, 2011 – Attended the SLO Board of Supervisors meeting and, during public comment, informed them that the supplemental water in-lieu fee in County Ordinance §3090 still has not been finalized.
- ◇ Commented on NCS D giving the Board of Supervisors a push to agendize District's nominee to WRAC.
- ◇ February 26, 2011 – The New Director Orientation Meeting will be held in Templeton from 12:30-4:30 p.m.

Director Harrison

- ◇ February 12, 2011 – N.I.C.E. will hold a meeting.
- ◇ February 10, 2011 – Traffic SCAC will meet at NCS D at 9:00 a.m.
- ◇ February 14, 2011 – NMMA TG will meet at NCS D at 10:00 a.m.
- ◇ Coordination meeting for NCS D's agenda immediately following the NMMA meeting.
- ◇ The Nipomo Rotary Club gave \$15,000 to the Nipomo High School Drama Club from its Taste of Italy Fundraiser.
- ◇ I was re-elected to the executive board of Fire Safe Council.

C-6) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

The Board took a break from 9:55 to 10:05 a.m.

00:55:02

D. CONSENT AGENDA

D-1) WARRANTS

D-2) BOARD MEETING MINUTES OF JANUARY 26, 2011

D-3) ACCEPT QUARTERLY FINANCIAL REPORT

Director Winn requested that Item D-3 be pulled for separate consideration.

Upon the motion of Director Vierheilig and seconded by Director Eby, the Board unanimously approved Items D-1 and D-2. There was no public comment.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Vierheilig, Eby, Winn, Gaddis, and Harrison	None	None

Copy of document found at www.NoNewVipTax.com

SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:55:02

Item D-3

Lisa Bognuda, Finance Director, and Michael LeBrun, Interim General Manager, answered questions from the Board. The Board thanked Mrs. Bognuda. There was no public comment.

Upon the motion of Director Eby and seconded by Director Winn, the Board unanimously accepted the report, directed staff to file the quarterly financial report for the second quarter of fiscal year 2010-2011, and commended Mrs. Bognuda for her outstanding work.

Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby , Winn, Vierheilig, Gaddis, and Harrison	None	None

E. ADMINISTRATIVE ITEMS

01:20:23

E-1) FRONTAGE ROAD SEWER TRUNK LINE REPLACEMENT PROJECT, ADOPT MITIGATED NEGATIVE DECLARATION FOR THE PROJECT AND AUTHORIZE STAFF TO ADVERTISE PROJECT FOR BIDS

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Mr. Sevcik answered questions from the Board. The Board thanked Mr. Sevcik for the report. There was no public comment.

Upon the motion of Director Winn and seconded by Director Vierheilig, the Board unanimously received the presentation, adopted the revised Mitigated Negative Declaration Resolution, and authorized staff to solicit bids to construct the project. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Vierheilig, Eby, Gaddis, and Harrison	None	None

RESOLUTION NO. 2011-1209

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT ADOPTING A MITIGATED NEGATIVE DECLARATION AND AUTHORIZING THE GENERAL MANAGER TO FILE A NOTICE OF DETERMINATION FOR THE SOUTH FRONTAGE ROAD TRUCK SEWER REPLACEMENT PROJECT.

The Board took a break from 10:45 to 10:47 a.m.

01:37:32

E-2) CONSIDER A CHANGE ORDER WITH AWS DREDGE FOR SLUDGE REMOVAL AT SOUTHLAND WASTEWATER FACILITY AND APPROVE BUDGET ADJUSTMENT

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Mr. Sevcik answered questions from the Board. The Board thanked Mr. Sevcik for the report. There was no public comment.

Upon the motion of Director Winn and seconded by Director Vierheilig, the Board unanimously authorized staff to execute a contract change order with AWS Dredge and adopted a Resolution to authorize a budget amendment transferring \$22,800 in funds to Fund #710, as amended.

Vote 5-0.

Nipomo Community Services District
REGULAR MEETING
MINUTES

- E-2) CONSIDER A CHANGE ORDER WITH AWS DREDGE FOR SLUDGE REMOVAL AT SOUTHLAND WASTEWATER FACILITY AND APPROVE BUDGET ADJUSTMENT (Continued)

YES VOTES	NO VOTES	ABSENT
Directors Winn, Vierheilig, Eby, Gaddis, and Harrison	None	None

RESOLUTION NO. 2011-1210

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AMENDING THE DISTRICT BUDGET TO PROVIDE FOR SLUDGE DREDGING OF THE TREATMENT PONDS 1 AND 2 AT THE SOUTHLAND WASTEWATER TREATMENT FACILITY APPROVED ON FEBRUARY 9, 2011.

01:53:56

- E-3) BOARD BY-LAW REVIEW

Jon Seitz, District Legal Counsel, reviewed the report as presented in the Board packet and answered questions from the Board. Mr. Seitz took comments from the Board. There was no public comment.

The Board considered closed session next.

03:13:53

- I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMWCD VS. NCSO (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).

- J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

- K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to Closed Session at 12:30 p.m.

03:14:05

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

The Board came back into Open Session at 1:05 p.m. Jon Seitz, District Legal Counsel, announced that the Board discussed the one item listed above for closed session, but took no reportable action.

03:15:20

- E-4) CONSIDER WASTEWATER TREATMENT PLANT FIELD TRIP TO VENTURA COUNTY, REVIEW COSTS AND GOALS

Michael LeBrun, Interim General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board. The Board directed Staff to provide a time, a map, and a schedule for the wastewater treatment plant tours. There was no public comment.

03:36:36

E-5) SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY NOTIFICATION OF NOMINATIONS

Michael LeBrun, Interim General Manager, reviewed the report as presented in the Board packet. There is no recommendation at this time. There was no public comment.

03:39:00

E-6) LOCAL AREA FORMATION COMMISSION REQUEST FOR COMMISSIONER NOMINATIONS

Michael LeBrun, Interim General Manager, reviewed the report as presented in the Board packet. Mr. LeBrun answered questions from the Board. There was no public comment.

Director Harrison nominated Director Eby and on the following roll call vote, to wit:

AYES: Directors Harrison, Winn, Eby, Vierheilig, and Gaddis

NOES: None

ABSENT: None

CONFLICT: None

03:45:37

F. GENERAL MANAGER'S REPORT

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

Director Winn recused himself for part of the General Manager's report due to a conflict of interest, because the Nipomo Hills project is within 500 ft. of his property. Director Winn left the meeting during the report and discussion.

Mr. LeBrun answered questions from the remaining Board members.

Director Winn rejoined the meeting after the Nipomo Hills project discussion.

Mr. LeBrun continued the Manager's Report. The Board thanked Mr. LeBrun for the report. There was no public comment.

04:40:20

G. COMMITTEE REPORT

The reports were as presented. There was no public comment.

04:41:50

H. DIRECTOR'S REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Winn

- ◇ Requested the original UCLA materials be returned to him after copies are made if desired.
- ◇ Requested District Counsel to review the pros and cons of utilizing NCSD's well site on Riverside Drive.
- ◇ Commented on visiting the Heritage Ranch water treatment plant.

Director Eby

- ◇ Questioned staff on a list of all outstanding intent-to-serve and will-serve letters.
- ◇ Questioned how staff is doing on the comparison on how our supplemental water rates from the City of Santa Maria will track Santa Maria's Tier I rates are for each year, as many years as we know.
- ◇ Requested a report on when Santa Maria's capital portion of water rate will be retired.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

DIRECTOR'S REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS (Continued)

Director Gaddis

- ◇ Requested the critical path on the WIP schedule be more pronounced.

Director Harrison

- ◇ Questioned when Willow Road Phase II will begin.

ADJOURN

President Harrison adjourned the meeting at 2:45 p.m.

TO: MICHAEL LEBRUN *MSL*
INTERIM GENERAL MANAGER

FROM: PETER SEVCIK
DISTRICT ENGINEER

DATE: FEBRUARY 16, 2011

AGENDA ITEM
D-3
FEBRUARY 23, 2011

**APPROVE EASEMENT PURCHASE
AT EXISTING VIA CONCHA WELL SITE APN 091-201-074**

ITEM

Consider easement purchase of approximately 1350 square feet at existing District Via Concha Well Site on Via Concha Road APN 091-201-074 [RECOMMEND APPROVAL].

BACKGROUND

The District's property negotiator has obtained a signed Real Property Purchase Agreement, Easement Deed and Memorandum of Agreement for Permanent Easement from Henry and Naomi Ruiz for additional easement area around the District's Via Concha Well for the Waterline Intertie Project. The additional area will also facilitate maintenance of the District's existing facilities already constructed at the site. The cost of the Easement is \$2800.

FISCAL IMPACT

The funds for this easement purchase are included the overall property acquisition budget for the Waterline Intertie Project.

RECOMMENDATION

Staff recommends that the Board:

1. Approve the Purchase Agreement
2. Approve the Memorandum of Agreement for Permanent Easement
3. Accept the Easement Deed

ATTACHMENT

- February 1, 2011, letter from Hamner, Jewell & Associates, District property negotiator



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

a division of Beacon Integrated Professional Resources, Inc.

Ventura County Office: 4476 Market Street, Suite 601, Ventura, CA 93003

Tel: (805) 658-8844 Fax: (805) 658-8859

San Luis Obispo County Office: 340 James Way, Suite 150, Pismo Beach, CA 93449

Tel: (805) 773-1459 Fax: (805) 773-2418

Writer's e-mail address: cspringford@hamner-jewell.com

February 1, 2011

Certified Mail

Michael LeBrun
Interim General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

RECEIVED

FEB 04 2011

NIPOMO COMMUNITY
SERVICES DISTRICT

Subject: Nipomo Community Services District – Waterline Intertie Project
Acq. AP#s 091-201-074 (Ruiz)

Dear Michael:

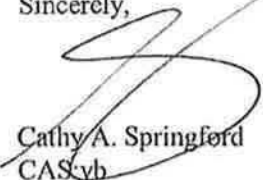
We are pleased to inform you that we have obtained the signed REAL PROPERTY PURCHASE AGREEMENT, EASEMENT DEED AND COVENANTS RUNNING WITH THE LAND, and MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT from Henry and Naomi Ruiz for the Waterline Intertie Project and enclose the originals for the District's acceptance. The terms, conditions, and compensation amounts referenced in the Agreement were reviewed and pre-approved by District staff prior to our obtaining the owners' signatures. Therefore, we believe you will find the Agreement acceptable and ready to be scheduled for the next available Board agenda for formal acceptance by the District.

Besides processing the Deed, Agreement and the Memorandum of Agreement for formal District acceptance, please note that the Certificate of Acceptance (page 5 of the Deed) must also be signed so that the Deed will be acceptable for recordation by the County Recorder's office. Therefore, please have the Agreement, the Memorandum and the Certificate of Acceptance signed by the appropriate authorized District representative.

Please return to us a copy of the fully-executed Real Property Purchase Agreement, the original fully-executed Easement Deed and the original Memorandum of Agreement for processing (preferably by certified mail). Please do not request a check yet. We have concurrently begun the steps to obtain title clearance with Bank of America. When the title clearance document is obtained, we will request funds and coordinate recordation of the Deed and issuance of a policy of title insurance insuring the District's new easement rights.

If you have any questions, please do not hesitate to give me a call. We are pleased to be of continuing service to you and the Nipomo CSD.

Sincerely,


Cathy A. Springford
CAS:vb

Enclosures: Real Property Purchase Agreement (original)
Easement Deed (original)
Memorandum of Agreement (original)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Nipomo Community Services District)
c/o Hamner, Jewell & Associates)
340 James Way, Suite 150)
Pismo Beach, CA 93449)
)

No fee per GOVT CODE 6103

No Documentary Transfer Tax
per REV & TAX CODE 11922

Space above line for Recorder's Use

APN 091-201-074

MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT

Resolution No. _____

This MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT is made and entered into this 31st day of JANUARY, 2011,

by and between

NIPOMO COMMUNITY SERVICES
DISTRICT, hereinafter referred to as "District,"

and

Henry and Naomi Ruiz, hereinafter referred to
as "Owner."

RECITALS

A. Owner owns property in the County of San Luis Obispo, more commonly known as 796 Via Concha Road, Nipomo, referred to as Assessor's Parcel Number 091-201-074, and legally described as set forth in Exhibit A attached hereto and incorporated herein (hereinafter referred to as "Real Property");

B. District and Owner entered into a Real Property Purchase Agreement herewith for the purchase by District of a Permanent Easement described therein for the purpose of a water conduit system and facilities in Nipomo, California.


C. The Easement Purchase Agreement grants a Permanent Easement which includes rights to enter the Real Property prior to close of escrow and recordation of the Easement Deed.

D. Paragraph 14 of said Agreement states as follows:

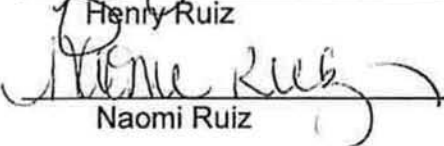
"The parties agree that a Memorandum of Agreement, attached as Exhibit III and signed concurrently herewith, may be recorded forthwith upon opening of escrow. The Memorandum of Agreement shall include the term of the escrow and any restrictions on the Property during the term of the escrow. Property Owners hereby authorize escrow to record the Memorandum of Agreement with the San Luis Obispo County Recorder's Office promptly after said Memorandum is delivered to escrow. If for any reason, this Agreement is not culminated with District's purchase of the property rights described in the Easement Deed within the various time frames specified herein, then District and Owner agree to submit appropriate release documents to remove said Memorandum of Agreement from title."

E. The purpose of this Memorandum is to give notice of the existence of and the rights and duties under said Agreement, a copy of which is available for inspection and permanently filed in the office of the District. The term of the escrow shall be approximately 90 days. District has rights to enter the easement area to make inspections and investigations during escrow.

OWNER



Henry Ruiz



Naomi Ruiz

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
James Harrison, President

ATTEST:

By: _____
Michael LeBrun, District General Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On January 31, 2011, before me, CATHY A. SPRINGFORD, Notary Public, personally appeared Henry and Naomi Ruiz, 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 they executed the same in their authorized capacity(ies), and that by 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 [Handwritten Signature] [Seal]



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared James Harrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ [Seal]

Exhibit "A"
LEGAL DESCRIPTION
OF
GRANTOR'S REAL PROPERTY
APN: 091-201-074

File no: 0673.0021 (0230)

October 28, 2010

Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, also being the land granted to Naomi Ruiz and described in the Quit Claim Deed recorded in Document Number 2010019965 of Official Records in the Office of the County Recorder of said County.

End Description

Joseph T. Morris

Joseph T. Morris P.L.S. 6192
License expires 3/31/12



Recorded at request of and
When recorded return to:

Nipomo Community Services District
c/o Hamner, Jewell & Associates
Government Real Estate Services
340 James Way, Suite 150
Pismo Beach, California 93449

Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 091-201-074

EASEMENT DEED and COVENANTS RUNNING WITH THE LAND

(to Nipomo Community Services District)

Exhibits incorporated by reference:

- "A" – Legal description of Grantor's Real Property
- "B" – Legal description of Permanent Easement
- "C" – Depiction of the Permanent Easement

This Grant of Easement to the Nipomo Community Services District ("District") and Covenants Running With The Land (herein the "Easement") is made this 31st day of JANUARY, 2011, by Henry Ruiz and Naomi Ruiz, husband and wife, as joint tenants as to 50% interest; and Naomi Ruiz by deed recorded 4-29-10 as to 50% interest (collectively "Grantor"), with reference to the following recitals:

RECITALS

A. A Grantor is the fee simple owner of certain real property (the "Real Property") located in the unincorporated area of the County of San Luis Obispo, legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to grant and dedicate, irrevocably, to the District, an exclusive permanent easement in, over, on, through, within, under and across part of the Real Property described in Recital A, above, for the purposes described below.

GRANT OF EASEMENT

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor grants, covenants and promises as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys in, over, on, through, within, under and across the Real Property to the District an exclusive permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" and as depicted in Exhibit "C" attached hereto and incorporated herein by reference.

2. **PURPOSE.** The purpose of the Easement is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit system, consisting of one or more underground water pipelines, a chemical feed building, and related structures and facilities. These related facilities may include but are not limited to fences, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devises, pull boxes, and all related incidents, fixtures, and appurtenances. Structures, markers, test stations, pull boxes, blow off valves, air release valves, manholes, fences, other related facilities, and turnouts may be located above ground or partially above ground.

3. **TERMS, CONDITIONS AND COVENANTS.** The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

a. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices.

b. 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 set forth; provided, however, that nothing herein shall prevent or limit rights of Grantor to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area, as deemed reasonable by the District. Notwithstanding anything herein to the contrary, District agrees to access the Easement Area by Via Concha Road only, and shall not utilize any other portion of the Real Property for access for so long as Via Concha Road remains open and adjacent to the Easement Area. District shall repair any damage caused by its use of the Grantor's property outside the Easement Area for access to the Easement Area.

c. As the amount of earth or other fill over District Facilities can affect the structural integrity of the District's Facilities, District shall have the right to maintain the height of earth or other fill within the Easement Area. Grantor shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's Facilities. In the event that Grantor violates the

provisions of this paragraph, District shall have the right to do all things necessary and proper to remove any excess soils, stockpiles, and explosives, to restore grade elevations, and to repair any damages to District Facilities caused by Grantor's violation, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

d. Any fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted may be relocated by District to outside of the Easement Area. Grantor shall not be allowed any use in the Easement Area.

e. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area; and

f. This Easement shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

g. Recitals A and B and Exhibits A through C are incorporated herein by reference as though set forth at length.

4. **COVENANTS RUNNING WITH THE LAND.** The obligations of Grantor identified in paragraphs 1 through 3, above shall be considered for all purposes to be covenants that shall run with the land (the Real Property) and shall be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

5. **SECTION HEADINGS.** The headings of the several sections of this Easement Deed shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

6. **SEVERABILITY.** If any term, covenant, condition, or provision of this Easement Deed 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.

7. **NO WAIVER OF DEFAULT.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Easement Deed to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

8. **MODIFICATION.** Any oral representations or modifications concerning this Easement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert

that this Deed was modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

9. **CALIFORNIA LAW.** This Easement Deed shall be governed by the laws of the State of California. Any litigation regarding this Easement Deed 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.

10. **AUTHORITY TO EXECUTE.** Grantor warrants and represents that they have the power and authority to enter into this Easement Deed 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 Easement Deed have been fully satisfied. Furthermore, by entering into this Easement Deed, Grantor hereby warrants that Grantor shall not have breached the terms or conditions of any other contract or agreement to which Grantor is obligated, which breach would have a material effect hereon.

This Easement Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Date: 31 JAN 11

By: [Signature]
Henry Ruiz

Date: 1-31-11

By: [Signature]
Naomi Ruiz

State of California
County of San Luis Obispo

On January 31, 2011 before me, Cathy A. Springford, Notary Public, personally appeared Henry Ruiz and Naomi Ruiz, 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]
Signature of Notary Public (Seal)



**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §27281**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2011, accepts for public purposes the real property or interest described in the foregoing Easement Deed, dated _____, 2011, from Grantors Henry and Naomi Ruiz, husband and wife as joint tenants, and Naomi Ruiz, individually, and consents to its content and the recordation thereof.

Nipomo Community Services District

By: _____
Name: James Harrison
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Michael LeBrun, Interim District General Manager

Exhibit "A"
LEGAL DESCRIPTION
OF
GRANTOR'S REAL PROPERTY
APN: 091-201-074

File no: 0673.0021 (0230)

October 28, 2010

Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, also being the land granted to Naomi Ruiz and described in the Quit Claim Deed recorded in Document Number 2010019965 of Official Records in the Office of the County Recorder of said County.

End Description

Joseph T. Morris

Joseph T. Morris P.L.S. 6192
License expires 3/31/12



Exhibit "B"
LEGAL DESCRIPTION
OF
PERMANENT EASEMENT

File no: 0673.0021 (0230)

October 28, 2010

A portion of Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, said portion being a fifteen foot (15') wide strip of land lying westerly and southerly of the following described line:

Commencing at the northeasterly corner of the existing 25 foot by 50 foot well easement described in the Grant of Easement and Water Service Agreement granted to the Nipomo Community Services District, and described in the document recorded in Document Number: 1993-044315 of Official Records, in the Office of the County Recorder of said County, said point also being on the westerly right of way line of Via Concha Road, sixty foot wide, according to said Parcel Map;

Thence along the northerly line of said Parcel 4 and the northerly line of said well easement north 89°57'42" west 50.00 feet to the northwesterly corner of said well easement and the True Point of Beginning;

Thence along the westerly line of said well easement south 00°00'24" east 25.00 feet to the southwest corner of said well easement;

Thence along the southerly line of said well easement south 89°57'42" east 50.00 feet to the southeasterly corner of said well easement, also being a point of the said right of way line.

Containing 1,350 square feet more or less.

The sidelines of said strip will be extended and/or shortened to begin and/or end in the northerly line of said Parcel 4 and the said right of way line.

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

End Description

Joseph T. Morris

Joseph T. Morris P.L.S. 6192
License expires 3/31/12



PARCEL NO.: 091-201-074

PROJECT: Nipomo CSD Waterline Intertie Project

TITLE REPORT NO.: 10-405102438

**REAL PROPERTY PURCHASE AGREEMENT
(WITH CONTINGENCIES AND ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between **The Nipomo Community Services District**, (hereinafter called "District"), and Henry Ruiz and Naomi Ruiz, husband and wife, as joint tenants as to 50% interest; and Naomi Ruiz by deed recorded 4-29-10 as to 50% interest (hereinafter called "Property Owners"), for acquisition by District of the property rights described in that certain Easement Deed executed by Property Owners concurrently with the execution of this Agreement, a copy of which is attached hereto as Exhibit I (hereinafter called the "Easement Deed").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO SELL AND PURCHASE.** Property Owners agree to sell, upon the terms and for the consideration set forth in this Agreement, and District agrees to purchase, those certain property rights described in the Easement Deed.

- 2. PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of **Two Thousand Eight Hundred Dollars (\$2,800)**. Said sum shall only be paid upon the close of escrow, which shall occur only upon the removal of all sale contingencies specified in this Agreement.

- 3. SALE CONTINGENCIES.**

Testing, Inspection, Entry On Premises, And Responsibility For Condition Of Premises. Property Owners grant to District, and its authorized agents, employees, and contractors permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making inspections, tests, borings, samplings, and other such investigations as District shall deem reasonable to determine the physical condition of the Property, including, but not limited to, the existence of contamination of the Property by "hazardous materials", the geophysical condition of the Property, the biological condition of the Property relative to environmental mitigation issues, and the existence of any archeological resources. District will indemnify Property Owners from any claims arising directly from such entry and inspections. District shall provide Property Owners with a copy of any written report arising from said inspections. Should District discover any physical condition of the Property which District deems unacceptable, District may terminate this Agreement and cancel the escrow, by giving written notice to Property Owners and escrow holder, on or before July 31, 2011. Upon receipt of written notice of District's intent to terminate this Agreement, escrow holder shall return any money and documents deposited in escrow to the party originally making such deposit, and neither party shall have any further obligation to the other under this Agreement. District's failure to give written notice of non-acceptance of the condition of the Property per the provisions of this paragraph on or before July 31, 2011, shall be deemed District's acceptance of all such conditions of the Property, as District could have discovered by reasonable inspection, testing, boring, sampling, and other investigations of the Property. In lieu of termination, District and Property Owners may negotiate an adjustment to the purchase price based

upon the corrective and remedial costs identified through District's inspection and testing processes. Such adjusted purchase price shall be documented and agreed to through an escrow amendment approved in writing by the parties. The purchase price reflected in Paragraph 2 of this Agreement reflects the fair market value of the Property without the presence of hazardous substances.

Notwithstanding anything herein to the contrary, the property subject to the Easement Deed is being conveyed in "As-Is, Where-Is" condition without representation or warranty from Property Owners as to the condition or adequacy of the Property for the use intended by the District, except as specifically set forth herein.

As used in this Agreement, the term "hazardous materials" means all flammable, explosive, noxious, toxic, or otherwise dangerous materials, wastes, products, or substances, the handling, use, discharge, or release of which is regulated or the contamination by which is prohibited by any federal, state, or local statute, ordinance, rule, or regulation, including, but not limited to, those substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation & Recovery Act, 42 U.S.C. Section 6901, et seq.; and also including those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and those chemicals to which reference is made in the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq. of the California Health and Safety Code.

Property Owners represents and warrant that to their actual knowledge, during Property Owners' ownership of the Property, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the Property. Property Owners further represent and warrant that they have no actual knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property which may have occurred prior to Property Owners taking title to the Property. These representations shall survive the close of escrow, and shall accrue for the benefit of District and its successors and assigns.

4. CONVEYANCE OF TITLE. Property Owners agree to the Easement Deed to District free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases EXCEPT:

- A. Quasi-public utility, public alley, public street easements and public rights of way of record.
- B. Any additional items approved by District in writing in advance of the close of escrow.

In conjunction with pursuing any required subordinations and/or partial reconveyances of monetary encumbrances against the Property, District will coordinate any necessary contacts with beneficiaries and trustees in order to request and obtain such subordinations and reconveyances. Such efforts will be made at no cost to Property Owners, and any charges and/or recording fees charged in conjunction with completing such subordinations and/or reconveyances will be borne by District, except however, that should any beneficiary demand that a portion of the proceeds due Property Owners under this Agreement be applied to the balance of said encumbrances, then any such payment shall be made from Property Owners' proceeds through this escrow, subject to Property Owners' pre-approval. Property Owners shall cooperate with District in completing all paperwork associated with the subordination(s).

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of the Easement Deed to District, provide District with a Standard Coverage Policy of Title Insurance in the amount of \$2,800 issued by First American Title Company, showing title to the property rights described in the Easement Deed vested in District, subject only to the exceptions set forth in Paragraph 4 of this Agreement. District agrees to pay the premium charged therewith. If in order to issue such a policy, the title company requires an ALTA survey or other survey and/or legal descriptions, District shall provide and pay all costs associated therewith.

6. ESCROW. District and Property Owners agree to open an escrow in accordance with this Agreement at an escrow company of District's choice, promptly after this Agreement is fully executed by the parties hereto. This Agreement constitutes the joint escrow instructions of District and Property Owners, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Property Owners have concurrently executed the Easement Deed to District, for deposit into escrow as soon as possible after the opening of escrow. Thereafter, after removal and/or full and complete satisfaction of all contingencies specified in this Agreement, District will deposit into Escrow a Certificate of Acceptance of such Easement Deed and the purchase price, upon demand of Escrow Agent. District and Property Owners agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow trust account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Pay and charge Property Owners for any amount necessary to place title in the condition necessary to satisfy Paragraph 4 of this Agreement;
- B. Pay and charge District and Property Owners for any escrow fees, charges and costs payable under Paragraphs 5 and 7 of this Agreement;
- C. Disburse funds and deliver the Easement Deed when conditions of this escrow have been fulfilled by District and Property Owners;
- D. Record the Easement Deed in the San Luis Obispo County Recorder's Office;
- E. Cause the Title Policy to be issued;
- F. Prepare and deliver to both Property Owners and District one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the escrow; and

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Property Owners and District and retain all funds and documents pending receipt of further instructions jointly issued by Property Owners and District.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by District, which shall be made by District upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close on or before July 31, 2011, any party who then shall have fully complied with his instructions (excepting the refusal by lender to subordinate to the easement upon payment of the consideration to be paid hereunder) may, in writing, demand the return of his money or property; but if none have complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

Responsibility of Escrow Agent under this Agreement is expressly limited to 2, 3, 4, 5, 6, 7, 9, 10, 11, and 14 and to its liability under the policy of Title Insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. District agrees to pay all usual escrow, title and recording fees, charges and costs which arise in this escrow, except any costs specifically associated with providing clear title to the property rights described in the Easement Deed to District in accordance with the provisions of Paragraph 4 of this Agreement, which costs shall be borne by Property Owners. Since District is a public agency, this transaction is exempt from recording fees for the Easement Deed and from documentary transfer tax.

8. CONSTRUCTION COORDINATION AND EASEMENT RESTORATION.

A. Notice of Construction Commencement. The District agrees to provide Property Owners with at least ninety (90) days advance written notice of the anticipated date of construction commencement of the Project so that all crops can be harvested before the commencement of Project construction.

B. Harvest of Crops. Property Owners agree to terminate any leases that encumber the property being conveyed to District as described in the Easement Deed, in advance of Project construction, and to harvest all crops, or prompt tenants to harvest such crops, in advance of the Noticed Construction Commencement date. Property Owners agree not to recommence cultivation or planting of crops within the areas described in the Easement Deed, nor to permit others to plant crops within said areas, after the date of District's Notice of Construction Commencement.

C. Modification and Protection of Irrigation and Utility Lines and Appurtenances. District agrees to protect or restore the existing operating waterlines, irrigation systems and other utilities on the Property. To aid District in assuring the protection of these irrigation facilities, Property Owners have identified the approximate locations of such facilities on Exhibit II, attached

Nipomo/Waterline Intertie Project/Owners/Ruiz Via Concha Well Site/Agreement 12-22-10

hereto. During construction, the District may make modifications at its own expense to these facilities in conjunction with completing its construction. Any modification done by the District shall be done in a manner so as to assure that such utility is not interrupted for an unreasonable period of time. Post-construction restoration of all operational utilities shall be to a functional condition comparable to that which existed prior to District's commencement of Project construction and shall include relocation to outside the Easement Area. District shall install fence slats in any chain link fence it constructs on the south and west side of the Easement Area.

D. Crop Damages. District agrees to pay the fair market value minus standard costs of harvest and sale to the confirmed owner of any crops growing upon the Property outside of the areas described in the Easement Deed, if any such crops are damaged as a result of District's construction activities upon the Property. So long as District complies with the noticing requirements of Section 8.a. hereinabove, District's obligation to compensate for crop damages does not include any crops within the areas described in the Easement Deed.

9. LEASE INDEMNIFICATION. Property Owners warrant that there shall be no oral or written leases on all or any portion of the areas to be conveyed to District, as described in the Easement Deed, that would encumber the property beyond the date of the District Notice of Construction Commencement, and agrees to hold District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any lease of the Property.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Property Owners hereby authorize and instruct Escrow Agent to release a copy of Seller's closing statement to District for the purpose of ascertaining if any reimbursements are due.

12. PROPERTY OWNERS' WARRANTIES. The undersigned signatory(ies) signing on behalf of Property Owners warrant that he/she is the authorized signatory(ies) on behalf of Property Owners, that Property Owners own the Property, and that Property Owners are authorized to convey the herein referenced easement rights, under the terms and conditions specified herein, and that to Property Owners' actual knowledge, there are no toxic or hazardous wastes or materials, including asbestos, attributable to or affecting the Property. Further, Property Owners warrant that they are not aware of any boundary disputes regarding the Property except a dispute with the owner of the adjacent northern property over a fence encroachment. Property Owners warrant that the fence on the northern boundary of their Property was put in less than three years ago and that they understand that the District may restore the fence to the correct boundary line. Property Owners' warranties shall survive the close of escrow.

13. JUDGMENT IN LIEU OF DEED. In the event that District has performed in accordance with the terms and conditions of this Agreement but Property Owners are unable to deliver title within a reasonable period of time in accordance with the terms of this Agreement, District may elect to file an action in eminent domain to finalize the acquisition of the property rights described in the Easement Deed, in which case this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure,

regarding said property rights. Nothing in this paragraph shall be interpreted to limit District's innate rights under eminent domain law.

14. MEMORANDUM OF AGREEMENT. The parties agree that a Memorandum of Agreement, attached as Exhibit III and signed concurrently herewith, may be recorded forthwith upon opening of escrow. The Memorandum of Agreement shall include the term of the escrow and any restrictions on the Property during the term of the escrow. Property Owners hereby authorize escrow to record the Memorandum of Agreement with the San Luis Obispo County Recorder's Office promptly after said Memorandum is delivered to escrow. If for any reason, this Agreement is not culminated with District's purchase of the property rights described in the Easement Deed within the various time frames specified herein, then District and Property Owners agree to submit appropriate release documents to remove said Memorandum of Agreement from title.

15. COSTS AND ATTORNEY'S FEES. The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

16. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

17. SEVERABILITY. If any term, provision or any portion of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such term, provision or portion of a provision shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect the remaining portion of the provision or any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable term, provision or any portion of a provision had not been contained herein.

18. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

19. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

20. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this 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.

21. RECITALS. Recitals A through D are incorporated herein by reference as though set forth at length.

22. MISCELLANEOUS TERMS. The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

This Agreement is subject to and conditioned upon approval and ratification by the Board of Directors of the Nipomo Community Services District at a regularly scheduled Nipomo Community Services District Board of Directors meeting. This Agreement is not binding upon District until executed by the appropriate District official(s) acting in their authorized capacity.

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

MAILING ADDRESS OF PROPERTY OWNER:

Henry and Naomi Ruiz
P.O. Box 1176
Nipomo, CA 93444

Property Owners:


Henry Ruiz

Naomi Ruiz

MAILING ADDRESS OF DISTRICT:

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326

DISTRICT:

The Nipomo Community Services District

By: _____
Name: Michael LeBrun
Title: Interim General Manager

Recorded at request of and
When recorded return to:

Nipomo Community Services District
c/o Hamner, Jewell & Associates
Government Real Estate Services
340 James Way, Suite 150
Pismo Beach, California 93449

Space above this line for Recorder's Use

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue & Taxation Code § 11922

A.P. No. 091-201-074

EASEMENT DEED and COVENANTS RUNNING WITH THE LAND

(to Nipomo Community Services District)

Exhibits incorporated by reference:

- "A" – Legal description of Grantor's Real Property
- "B" – Legal description of Permanent Easement
- "C" – Depiction of the Permanent Easement

This Grant of Easement to the Nipomo Community Services District ("District") and Covenants Running With The Land (herein the "Easement") is made this _____ day of _____, 2011, by Henry Ruiz and Naomi Ruiz, husband and wife, as joint tenants as to 50% interest; and Naomi Ruiz by deed recorded 4-29-10 as to 50% interest (collectively "Grantor"), with reference to the following recitals:

RECITALS

A. A Grantor is the fee simple owner of certain real property (the "Real Property") located in the unincorporated area of the County of San Luis Obispo, legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to grant and dedicate, irrevocably, to the District, an exclusive permanent easement in, over, on, through, within, under and across part of the Real Property described in Recital A, above, for the purposes described below.

GRANT OF EASEMENT

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor grants, covenants and promises as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys in, over, on, through, within, under and across the Real Property to the District an exclusive permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" and as depicted in Exhibit "C" attached hereto and incorporated herein by reference.

2. **PURPOSE.** The purpose of the Easement is to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit system, consisting of one or more underground water pipelines, a chemical feed building, and related structures and facilities. These related facilities may include but are not limited to fences, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devises, pull boxes, and all related incidents, fixtures, and appurtenances. Structures, markers, test stations, pull boxes, blow off valves, air release valves, manholes, fences, other related facilities, and turnouts may be located above ground or partially above ground.

3. **TERMS, CONDITIONS AND COVENANTS.** The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

a. The facilities and improvements installed in the Easement Area collectively are referred to herein as "District Facilities." Plans for District Facilities as they exist from time to time shall be maintained at the District's principal offices.

b. 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 set forth; provided, however, that nothing herein shall prevent or limit rights of Grantor to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area, as deemed reasonable by the District. Notwithstanding anything herein to the contrary, District agrees to access the Easement Area by Via Concha Road only, and shall not utilize any other portion of the Real Property for access for so long as Via Concha Road remains open and adjacent to the Easement Area. District shall repair any damage caused by its use of the Grantor's property outside the Easement Area for access to the Easement Area.

c. As the amount of earth or other fill over District Facilities can affect the structural integrity of the District's Facilities, District shall have the right to maintain the height of earth or other fill within the Easement Area. Grantor shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the District's Facilities. In the event that Grantor violates the

provisions of this paragraph, District shall have the right to do all things necessary and proper to remove any excess soils, stockpiles, and explosives, to restore grade elevations, and to repair any damages to District Facilities caused by Grantor's violation, and Grantor shall fully reimburse District for all costs including District's reasonable administrative costs and attorney fees associated therewith. Grantor shall defend and indemnify District from any and all claims, damages, costs, judgments, or liability arising therefrom.

d. Any fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted may be relocated by District to outside of the Easement Area. Grantor shall not be allowed any use in the Easement Area.

e. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area; and

f. This Easement shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo County.

g. Recitals A and B and Exhibits A through C are incorporated herein by reference as though set forth at length.

4. **COVENANTS RUNNING WITH THE LAND.** The obligations of Grantor identified in paragraphs 1 through 3, above shall be considered for all purposes to be covenants that shall run with the land (the Real Property) and shall be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

5. **SECTION HEADINGS.** The headings of the several sections of this Easement Deed shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

6. **SEVERABILITY.** If any term, covenant, condition, or provision of this Easement Deed 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.

7. **NO WAIVER OF DEFAULT.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Easement Deed to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

8. **MODIFICATION.** Any oral representations or modifications concerning this Easement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. Each party waives their future right to claim, contest or assert

that this Deed was modified, cancelled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

9. **CALIFORNIA LAW.** This Easement Deed shall be governed by the laws of the State of California. Any litigation regarding this Easement Deed 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.

10. **AUTHORITY TO EXECUTE.** Grantor warrants and represents that they have the power and authority to enter into this Easement Deed 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 Easement Deed have been fully satisfied. Furthermore, by entering into this Easement Deed, Grantor hereby warrants that Grantor shall not have breached the terms or conditions of any other contract or agreement to which Grantor is obligated, which breach would have a material effect hereon.

This Easement Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Date: _____

By: _____
Henry Ruiz

Date: _____

By: _____
Naomi Ruiz

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared Henry Ruiz and Naomi Ruiz, 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 of Notary Public (Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §27281**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2011, accepts for public purposes the real property or interest described in the foregoing Easement Deed, dated _____, 2011, from Grantors Henry and Naomi Ruiz, husband and wife as joint tenants, and Naomi Ruiz, individually, and consents to its content and the recordation thereof.

Nipomo Community Services District

By: _____
Name: James Harrison
Title: President,
Nipomo Community Services District
Board of Directors

ATTEST:

Michael LeBrun, Interim District General Manager

Exhibit "A"
LEGAL DESCRIPTION
OF
GRANTOR'S REAL PROPERTY
APN: 091-201-074

File no: 0673.0021 (0230)

October 28, 2010

Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, also being the land granted to Naomi Ruiz and described in the Quit Claim Deed recorded in Document Number 2010019965 of Official Records in the Office of the County Recorder of said County.

End Description

Joseph T. Morris
Joseph T. Morris P.L.S. 6192
License expires 3/31/12



Exhibit "B"
LEGAL DESCRIPTION
OF
PERMANENT EASEMENT

File no: 0673.0021 (0230)

October 28, 2010

A portion of Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, said portion being a fifteen foot (15') wide strip of land lying westerly and southerly of the following described line:

Commencing at the northeasterly corner of the existing 25 foot by 50 foot well easement described in the Grant of Easement and Water Service Agreement granted to the Nipomo Community Services District, and described in the document recorded in Document Number: 1993-044315 of Official Records, in the Office of the County Recorder of said County, said point also being on the westerly right of way line of Via Concha Road, sixty foot wide, according to said Parcel Map;

Thence along the northerly line of said Parcel 4 and the northerly line of said well easement north 89°57'42" west 50.00 feet to the northwesterly corner of said well easement and the True Point of Beginning;

Thence along the westerly line of said well easement south 00°00'24" east 25.00 feet to the southwest corner of said well easement;

Thence along the southerly line of said well easement south 89°57'42" east 50.00 feet to the southeasterly corner of said well easement, also being a point of the said right of way line.

Containing 1,350 square feet more or less.

The sidelines of said strip will be extended and/or shortened to begin and/or end in the northerly line of said Parcel 4 and the said right of way line.

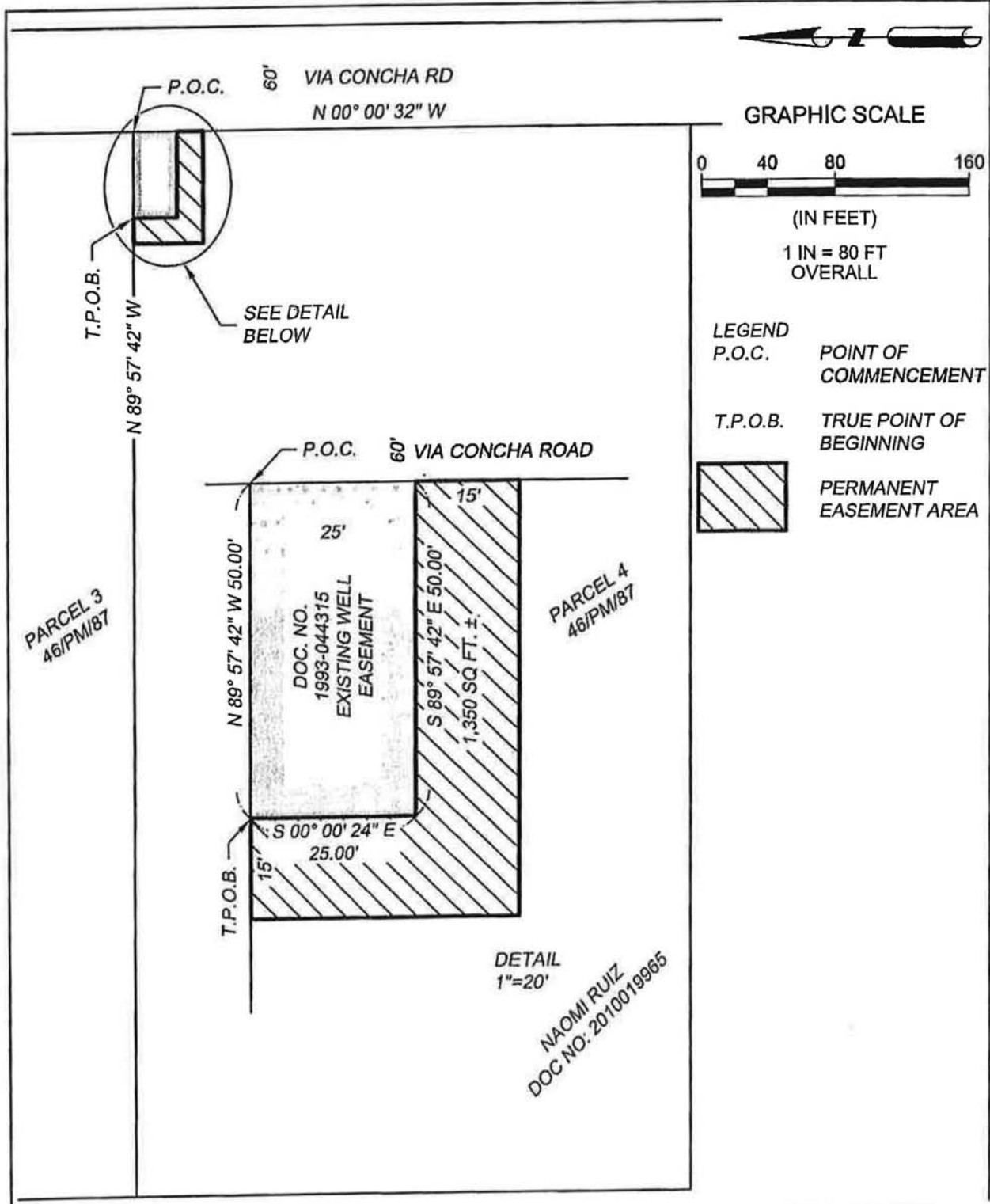
The above-described parcel of land is graphically shown on Exhibit "C" attached hereto and made a part hereof.

End Description

Joseph T. Morris

Joseph T. Morris P.L.S. 6192
License expires 3/31/12





GRAPHIC SCALE



(IN FEET)
1 IN = 80 FT
OVERALL

LEGEND

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING



PERMANENT EASEMENT AREA



612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

EXHIBIT "C"
DEPICTION OF
PERMANENT EASEMENT

JOB No.:	873.21
DRAWING:	NCSD VC EASE
DRAWN BY:	CLB
DATE:	2010-10
SCALE:	VARIES



EXHIBIT II

PARCEL 4
46/PM/87

by: *[Signature]*
Name: *[Signature]*
Title: *[Signature]*

Property Owners certify that it has marked on this Exhibit II all private utilities within the easement area

ESTIMATED
WATER LINE
Hookup Location

TOP OF 8" PIPE
NEAR ARV 265.17

ANTENNA
POLE

ELECTRICAL
PANELS &
METER

1/2" PVC
RISER

EYE-WASHING
STATION

ELEVATED
CIRCULAR
SCREEN
TOP=264.88

WATER WELL
EASEMENT
1993-044315

10.00' PUE
46/PM/87

4"X4" POST
CUT AT
GROUND
LEVEL

4 WMS

GAS METER

ESTIMATED
POWER UTILITY
LINES

CUT AT
GROUND
LEVEL

CROWN
LINE

JP
DF

VIA CONCHA

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Nipomo Community Services District)
c/o Hamner, Jewell & Associates)
340 James Way, Suite 150)
Pismo Beach, CA 93449)
)
)

No fee per GOVT CODE 6103

No Documentary Transfer Tax
per REV & TAX CODE 11922

Space above line for Recorder's Use

APN 091-201-074

MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT

Resolution No. _____

This MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT is made and entered into this ____ day of _____, 2011,

by and between

NIPOMO COMMUNITY SERVICES DISTRICT, hereinafter referred to as "District,"

and

Henry and Naomi Ruiz, hereinafter referred to as "Owner."

RECITALS

A. Owner owns property in the County of San Luis Obispo, more commonly known as 796 Via Concha Road, Nipomo, referred to as Assessor's Parcel Number 091-201-074, and legally described as set forth in Exhibit A attached hereto and incorporated herein (hereinafter referred to as "Real Property");

B. District and Owner entered into a Real Property Purchase Agreement herewith for the purchase by District of a Permanent Easement described therein for the purpose of a water conduit system and facilities in Nipomo, California.

EXHIBIT III PAGE 1 OF 4

C. The Easement Purchase Agreement grants a Permanent Easement which includes rights to enter the Real Property prior to close of escrow and recordation of the Easement Deed.

D. Paragraph 14 of said Agreement states as follows:

"The parties agree that a Memorandum of Agreement, attached as Exhibit III and signed concurrently herewith, may be recorded forthwith upon opening of escrow. The Memorandum of Agreement shall include the term of the escrow and any restrictions on the Property during the term of the escrow. Property Owners hereby authorize escrow to record the Memorandum of Agreement with the San Luis Obispo County Recorder's Office promptly after said Memorandum is delivered to escrow. If for any reason, this Agreement is not culminated with District's purchase of the property rights described in the Easement Deed within the various time frames specified herein, then District and Owner agree to submit appropriate release documents to remove said Memorandum of Agreement from title."

E. The purpose of this Memorandum is to give notice of the existence of and the rights and duties under said Agreement, a copy of which is available for inspection and permanently filed in the office of the District. The term of the escrow shall be approximately 90 days. District has rights to enter the easement area to make inspections and investigations during escrow.

OWNER

Henry Ruiz

Naomi Ruiz

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
James Harrison, President

ATTEST:

By: _____
Michael LeBrun, District General Manager

EXHIBIT III PAGE 2 OF 4

Page 2 of 3

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Henry and Naomi Ruiz, 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 they executed the same in their authorized capacity(ies), and that by 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 _____ [Seal]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared James Harrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ [Seal]

EXHIBIT III PAGE 3 OF 4

Exhibit "A"
LEGAL DESCRIPTION
OF
GRANTOR'S REAL PROPERTY
APN: 091-201-074

File no: 0673.0021 (0230)

October 28, 2010

Parcel 4 of Parcel Map No. CO-87-323 in the unincorporated area of San Luis Obispo County, State of California according to the map filed in Book 46 of Parcel Maps at Page 87 in the Office of the County Recorder of San Luis Obispo County, also being the land granted to Naomi Ruiz and described in the Quit Claim Deed recorded in Document Number 2010019965 of Official Records in the Office of the County Recorder of said County.

End Description

Joseph T. Morris

Joseph T. Morris P.L.S. 6192
License expires 3/31/12



EXHIBIT III PAGE 4 OF 4