

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: DECEMBER 9, 2011



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) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES:
NOVEMBER 9, 2011 SPECIAL MEETING [RECOMMEND APPROVAL]
NOVEMBER 16, 2011 REGULAR MEETING [RECOMMEND APPROVAL]
- D-3) ACCEPT SECOND QUARTER FINANCIAL STATEMENT [RECOMMEND ACCEPT]
- D-4) APPROVE WAGNER & BONSIGNORE TASK ORDER BUDGETS FOR 2012 CONSULTING SERVICES AS FOLLOWS:
 - TASK ORDER 100 – GENERAL CONSULTATION NOT-TO-EXCEED \$10,000
 - TASK ORDER 200 – SANTA MARIA GROUNDWATER ADJUDICATION NOT-TO- EXCEED \$80,000
 - TASK ORDER 300 – OSO FLACO LAKE REPLACEMENT SERVICES NOT-TO- EXCEED \$5,000 [RECOMMEND APPROVAL]
- D-5) AUTHORIZE REAL PROPERTY PURCHASE AGREEMENT IN SUPPORT OF SUPPLEMENTAL WATER PROJECT APN 090-291-041 JAUREQUI [RECOMMEND BY MOTION AND ROLL CALL VOTE AUTHORIZE STAFF TO EXECUTE PURCHASE AGREEMENT FOR APN 090-291-041 JAUREQUI IN AMOUNT OF \$13,200 WITH PURCHASE CONTINGENT UPON SUCCESSFUL SUPPLEMENTAL WATER PROJECT FINANCING VOTE]

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN
 GENERAL MANAGER
 DATE: DECEMBER 9, 2011

**AGENDA ITEM
 D-1
 DECEMBER 14, 2011**

**TOTAL COMPUTER CHECKS
 \$517,936.86**

HAND WRITTEN CHECKS

11-21-11	10005	ED EBY	AD HOC COMMITTEE	\$75.00
11-21-11	10006	MIKE WINN	AD HOC COMMITTEE	\$75.00
11-28-11	10007	MIKE WINN	SOUTHLAND WWTF COMMITTEE	\$100.00
11-28-11	10008	JAMES HARRISON	SOUTHLAND WWTF COMMITTEE	\$100.00
11-29-11	10009	ED EBY	AD HOC COMMITTEE	\$75.00
11-29-11	10010	MIKE WINN	AD HOC COMMITTEE	\$75.00
12-02-11	10011	MIKE WINN	WATER CONSERVATION COMMITTEE	\$100.00
12-02-11	10012	LARRY VIERHEILIG	WATER CONSERVATION COMMITTEE	\$100.00
12-02-11	10013	PG&E	ELECTRICITY	\$52,859.12
12-02-11	10014	STATE WATER RESOURCES BOARD	GRADE I EXAM	\$95.00
12-02-11	10015	DEPT OF PUBLIC HEALTH	GRADE I RENEWAL	\$70.00
12-09-11	10016	ED EBY	AD HOC COMMITTEE	\$75.00
12-09-11	10017	MIKE WINN	AD HOC COMMITTEE	\$75.00
12-14-11	10018	JACQUELEEN BARNEET	WASHER REBATE	\$75.00
12-14-11	10019	RAUL QUINTANA	WASHER REBATE	\$75.00
12-14-11	10020	JUANITA TUAN	WASHER REBATE	\$75.00
12-14-11	10021	DAVID ANSPACH	WASHER REBATE	\$75.00
12-14-11	10022	ENVIRONMENTAL LAB ACCREDITATION PROGRAM	LAB CERTIFICATION	\$1,455.00

VOIDS – NONE

COMPUTER GENERATED CHECKS

20123	11/25/11	EMP01	EMPLOYMENT DEVELOP DEPT	B11121	11/21/11	STATE INCOME TAX	11-11	1218.11	1218.11
20124	11/25/11	MID01	RABOBANK-PAYROLL TAX DEPOS	B11121	11/21/11	FEDERAL INCOME TAX	11-11	3488.90	
20124	11/25/11	MID01	RABOBANK-PAYROLL TAX DEPOS	1B11121	11/21/11	MEDICARE (FICA)	11-11	916.62	4405.52
20125	11/25/11	MID02	RABOBANK-DIRECT DEPOSIT	B11121	11/21/11	NET PAY	11-11	24369.08	24369.08
20126	11/25/11	PER01	PERS RETIREMENT	B11121	11/21/11	PERS PAYROLL REMITTANCE	11-11	8624.49	8624.49
20127	11/25/11	STA01	CALPERS 457 DEFERRED COMP	B11121	11/21/11	457 DEFERRED COMP	11-11	1855.00	1855.00
20128	12/09/11	EMP01	EMPLOYMENT DEVELOP DEPT		1234.85	.00	1234.85	B11205	STATE INCOME TAX
20129	12/09/11	MID01	RABOBANK-PAYROLL TAX DEPO		3509.47	.00	3509.47	B11205	FEDERAL INCOME TAX
					934.72	.00	934.72	1B11205	MEDICARE (FICA)
			Check Total.....:		4444.19	.00	4444.19		
20130	12/09/11	MID02	RABOBANK-DIRECT DEPOSIT		24892.11	.00	24892.11	B11205	NET PAY
20131	12/09/11	PER01	PERS RETIREMENT		8656.85	.00	8656.85	B11205	PERS PAYROLL REMITTANCE
20132	12/09/11	STA01	CALPERS 457 DEFERRED COMP		1855.00	.00	1855.00	B11205	457 DEFERRED COMP
020133	12/14/11	ABA01	ABALONE COAST BACTERIOLOG		5613.00	.00	5613.00	1478	LAB TESTS
020134	12/14/11	ADV01	ADVANTAGE ANSWERING PLUS		145.18	.00	145.18	11252011	DECEMBER ANSWERING SERVIC
020135	12/14/11	AEC01	AECOM USA INC		487.35	.00	487.35	37182980	WATERLINE INTERTIE PROJEC
					10355.85	.00	10355.85	37186459	SOUTHLAND WWTF UPGRADE
					101.25	.00	101.25	37186461	FRONTAGE RD SEWER
			Check Total.....:		10944.45	.00	10944.45		
020136	12/14/11	AGP01	AGP VIDEO		870.00	.00	870.00	4720	VIDEO-TOWN HALL MEETING 1
020137	12/14/11	ALX01	ALEXANDER'S CONTRACT SERV		2290.01	.00	2290.01	DEC 2011	METER READING SERVICE
020138	12/14/11	AME03	AMERI PRIDE		94.33	.00	94.33	504068	UNIFORMS
					111.47	.00	111.47	509132	UNIFORMS
					122.75	.00	122.75	514168	UNIFORMS
			Check Total.....:		328.55	.00	328.55		
020139	12/14/11	ATT02	AT&T		184.82	.00	184.82	2790929	TELEPHONE
					145.78	.00	145.78	2829597	TELEPHONE
					43.27	.00	43.27	2829844	TELEPHONE
					137.51	.00	137.51	2829914	TELEPHONE
			Check Total.....:		511.38	.00	511.38		

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020140	12/14/11	AWW02	AMERICAN WATER WORKS ASSO	413.00	.00	413.00	B11208	MEMBERSHIP RENEWAL
020141	12/14/11	BAT01	BATTERY SYSTEMS, INC.	57.41	.00	57.41	23029338	BATTERIES
020142	12/14/11	BAU01	BAUMGARTEN, MICHAEL	120.00	.00	120.00	B11208	REIMBURSEMENTS-BOOTS
020143	12/14/11	BIG01	BIG BRAND TIRE & SERVICE	26.87	.00	26.87	188676	OIL CHANGE
020144	12/14/11	BRE02	BRENNTAG PACIFIC INC.	748.06	.00	748.06	BPI149968	SODIUM HYPOCHLORITE
				379.99	.00	379.99	BPI149969	SODIUM HYPOCHLORITE
			Check Total.....:	1128.05	.00	1128.05		
020145	12/14/11	CAL03	CALIFORNIA ELECTRIC SUPPL	100.34	.00	100.34	467042	4FT HEAT SHRINK TUBING
020146	12/14/11	CAL08	CALIFORNIA RURAL WATER A	937.00	.00	937.00	B11209	ANNUAL MEMBERSHIP
020147	12/14/11	CAL15	CALIFORNIA URBAN WATER CO	2519.11	.00	2519.11	B11209	MEMBERSHIP DUES
020148	12/14/11	CAL16	CALPERS	25750.00	.00	25750.00	QTR123111	OPEB-QUARTER 12/31/11
020149	12/14/11	CAR04	CAR QUEST AUTO PARTS	97.54	.00	97.54	524913	BATTERY
				210.53	.00	210.53	653400	EQPT REPAIR SUPPLIES
				5.85	.00	5.85	653437	EQPT REPAIR SUPPLIES
			Check Total.....:	313.92	.00	313.92		
020150	12/14/11	CHA02	CHARTER COMMUNICATIONS	204.99	.00	204.99	DEC 2011A	SHOP INTERNET SERVICES
				204.99	.00	204.99	DEC 2011B	OFFICE INTERNET SERVICES
			Check Total.....:	409.98	.00	409.98		
020151	12/14/11	CLE06	CNSSLO INC	200.00	.00	200.00	13703	BATTERY AND REPLACEMENT
				2041.00	.00	2041.00	13778	COMPUTER SUPPORT
			Check Total.....:	2241.00	.00	2241.00		
020152	12/14/11	COA02	COASTAL ROLLOFF	324.22	.00	324.22	54232	ROLLOFF SERVICE
020153	12/14/11	COR01	CORBIN WILLITS SYSTEMS	750.83	.00	750.83	B111151	COMPUTER SUPPORT
020154	12/14/11	CRY01	CRYSTAL SPRINGS	30.50	.00	30.50	NOV 2011	LAB-DISTILLED WATER
020155	12/14/11	CSD01	CALIF SPECIAL DIST ASSOC	4581.00	.00	4581.00	B11208	MEMBERSHIP DUES
020156	12/14/11	CUS01	CUSTOM PRINTING	187.69	.00	187.69	3655	BL SEWER RATE INCREASE PO
020157	12/14/11	CWE01	CWEA	146.00	.00	146.00	120911	GRIETENS-CERTIFICATE RENE
				78.00	.00	78.00	B11209	GERMAN-CERTIFICATE RENEWA
			Check Total.....:	224.00	.00	224.00		
020158	12/14/11	EBY01	EBY, ED	100.00	.00	100.00	12142011	BOARD MEETING 12-14-11
020159	12/14/11	FAR02	FAR WEST EXPRESS	24.50	.00	24.50	NOV 2011	DELIVERY
020160	12/14/11	GAD01	GADDIS, DAN A.	100.00	.00	100.00	12142011	BOARD MEETING 12-14-11
020161	12/14/11	GAR02	GARDENSOFT	674.36	.00	674.36	4075	GARDENSOFT
020162	12/14/11	GIL01	GLM, INC.	320.00	.00	320.00	NOV 2011	LANDSCAPE MAINTENANCE
020163	12/14/11	GLO04	GLOBAL WATER	85.71	.00	85.71	132620	TUBING/STANDARD SAMPLER P
020164	12/14/11	GRA01	GRANDEFLOW, INC.	149.61	.00	149.61	115496	W-2 & 1099 FORMS
020165	12/14/11	GWA01	GWA INC	53.00	.00	53.00	DEC 2011A	OFFICE MONITORING
				85.00	.00	85.00	DEC 2011B	SHOP/LAB MONITORING
				85.00	.00	85.00	DEC 2011C	UTILITY OFFICE MONITORING
			Check Total.....:	223.00	.00	223.00		
020166	12/14/11	HAC01	HACH COMPANY	277.87	.00	277.87	7492048	LAB SUPPLIES-COD DIGESTIO
				529.85	.00	529.85	7492049	DPD FREE CHLORINE
				1188.23	.00	1188.23	7492050	LAB SUPPLIES-GEL PROBE/SE
				382.88	.00	382.88	7501533	LAB SUPPLIES-COD RECYCLIN
			Check Total.....:	2378.83	.00	2378.83		
020167	12/14/11	HAM02	HAMNER JEWELL & ASSOCIATE	895.89	.00	895.89	5501	WATERLINE INTERTIE PROJEC
020168	12/14/11	HAR02	HARRISON, JAMES	100.00	.00	100.00	12142011	BOARD MEETING 12-14-11
020169	12/14/11	IND01	INDUSTRIAL MEDICAL GROUP	140.00	.00	140.00	142378	DRUG SCREEN/PHYSICAL
020170	12/14/11	LAN02	LANDMARK LANDSCAPE CO INC	510.00	.00	510.00	54142	BARE SPOTS FILLED/NEW PLA
				214.00	.00	214.00	54332	LANDSCAPE MAINTENANCE
				281.06	.00	281.06	54437	REPLACE DAMAGED VALVE/TES
				263.14	.00	263.14	54462	REPAIR LEAKING VALVE/BROK
			Check Total.....:	1268.20	.00	1268.20		

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020171	12/14/11	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	DEC 2011	REIMBURSEMENT-CELL PHONE
020172	12/14/11	LEE02	LEE CENTRAL COAST NEWSPAP	411.50	.00	411.50	B11208	EMPLOYMENT AD
020173	12/14/11	LIN02	LINC DELIVERY	312.00	.00	312.00	OCT	DELIVERY
020174	12/14/11	LUC01	LUCIA MAR UNIFIED SCHOOL	588.00	.00	588.00	120203	FACILITY USE-NIPOMO HIGH
020175	12/14/11	MIN02	MINER'S ACE HARDWARE	127.37	.00	127.37	NOV 2011	OPERATING SUPPLIES
020176	12/14/11	MNS01	MNS ENGINEERS INC	31162.44	.00	31162.44	61535	FRONTAGE RD SEWER LINE PR
				990.00	.00	990.00	61536	SOUTHLAND WWTF UPGRADE
			Check Total.....:	32152.44	.00	32152.44		
020177	12/14/11	MOR02	MORE OFFICE SOLUTIONS	57.92	.00	57.92	167332	B&W/COLOR COPIES
				461.04	.00	461.04	176411	COPIER MAINTENANCE
				557.86	.00	557.86	176687	COPIER MAINTENANCE
			Check Total.....:	1076.82	.00	1076.82		
020178	12/14/11	MUL01	MULLAHEY FORD	680.41	.00	680.41	56037	04' FORD-REPAIR
020179	12/14/11	NEX01	NEXTEL COMMUNICATIONS	589.43	.00	589.43	NOV 2011	CELLULAR SERVICE
020180	12/14/11	NEX03	NEXTRAQ	308.50	.00	308.50	DEC 2011	GPS SERVICE
020181	12/14/11	NIP05	NIPOMO CHAMBER OF COMMERC	100.00	.00	100.00	B11130	MEMBERSHIP DUES
020182	12/14/11	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	88130	RODENT CONTROL
				75.00	.00	75.00	88131	RODENT CONTROL
			Check Total.....:	340.00	.00	340.00		
020183	12/14/11	OFF01	OFFICE DEPOT	105.79	.00	105.79	58677816	OFFICE SUPPLIES
				132.84	.00	132.84	486039001	OFFICE SUPPLIES
				83.78	.00	83.78	586050946	OFFICE SUPPLIES
			Check Total.....:	322.41	.00	322.41		
020184	12/14/11	PEO01	PEOPLESCHOICE HEATING & A	214.00	.00	214.00	05059	REPLACED CAPACITOR/FIXED
020185	12/14/11	PGE01	P G & E	5000.00	.00	5000.00	7149946-1	NEW SOUTHLAND WWTF SERVIC
020186	12/14/11	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	218	JANITORIAL SERVICES-NOVEM
020187	12/14/11	RAM01	RAMINHA CONSTRUCTION INC	10928.92	.00	10928.92	10946	ARV RELOCATION WORK
020188	12/14/11	RBA01	R BAKER, INC	1335.08	.00	1335.08	1111-5505	POT HOLE/ELEVATIONS
				4999.53	.00	4999.53	1111-5506	REPAIR F/H AT BLACKLAKE
				233595.90	.00	233595.90	1111-5507	FRONTAGE RD TRUNK SEWER #
			Check Total.....:	239930.51	.00	239930.51		
020189	12/14/11	RIC01	RICHARDS, WATSON, GERSHON	1607.50	.00	1607.50	180716	WATER RIGHTS ADJUDICATION
020190	12/14/11	SHE01	SHEPARD BROS. INC.	178.36	.00	178.36	8060	SANITIZER
020191	12/14/11	SHI01	SHIPSEY & SEITZ, INC	13679.48	.00	13679.48	10302011	LEGAL SERVICES
020192	12/14/11	SLO02	DIV OF ENVIRON HEALTH	250.00	.00	250.00	77908	HAAMAT PERMIT
				1178.43	.00	1178.43	79355	CROSS CONNECTION
			Check Total.....:	1428.43	.00	1428.43		
020193	12/14/11	SLO08	SAN LUIS OBISPO COUNTY	895.33	.00	895.33	69	SANTA MARIA INTERTIE ASSE
				5204.56	.00	5204.56	71	SANTA MARIA INTERTIE ASSE
			Check Total.....:	6099.89	.00	6099.89		
020194	12/14/11	SOU01	SOUTH COUNTY SANITARY	34.92	.00	34.92	3514802	GARBAGE SERVICE-OFFICE
				169.12	.00	169.12	3516150	GARBAGE SERVICE-OLDE TOWN
			Check Total.....:	204.04	.00	204.04		
020195	12/14/11	SOU03	SOUTH COUNTY SANITARY	780.88	.00	780.88	NOV 2011	TAX LIENS
020196	12/14/11	SOU07	SOUTH COUNTY SANITARY	8694.00	.00	8694.00	DEC/JAN	2 MONTH DEFFERAL-RESIDENT
020197	12/14/11	SOU08	SOUTH COUNTY SANITARY SVC	1353.00	.00	1353.00	3516618	RATE DEFFERAL-COMMERCIAL
020198	12/14/11	SPE01	SPECIAL DISTRICT RISK	1000.00	.00	1000.00	B11209	AUTO LIABILITY DEDUCTIBUL
020199	12/14/11	STA11	STATE WATER BOARD ACTG	3422.00	.00	3422.00	142273	SOUTHLAND WWTP ANNUAL PER
				1521.00	.00	1521.00	143668	BL WWTP SSO ANNUAL PERMIT
				1521.00	.00	1521.00	143669	SOUTHLAND WWTP SSO ANNUA
			Check Total.....:	6464.00	.00	6464.00		

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020200	12/14/11	TAB01	TAB MILLER ELECTRIC	1105.69	.00	1105.69	3051	REPLACE LAMPS THROUGHOUT
020201	12/14/11	TAF01	TAFT ELECTRIC	285.00	.00	285.00	30751Q	NEW STANDBY GEN. SET-UP T
020202	12/14/11	THE01	THE GAS COMPANY	17.85	.00	17.85	DEC 2011A	SHOP HEAT
				20.66	.00	20.66	DEC 2011B	OFFICE HEAT
			Check Total.....:	38.51	.00	38.51		
020203	12/14/11	THE02	THE TRIBUNE	50.40	.00	50.40	B11208	AD-FINAL EIR
020204	12/14/11	THE05	THE CAPRICORN GROUP	265.23	.00	265.23	7213	LAB SUPPLIES-FILTERS/ABSO
020205	12/14/11	TIT01	TITAN INDUSTRIAL & SAFETY	-175.12	.00	-175.12	1046495C	RETURNS
				30.79	.00	30.79	1046496	COOLERS AND RACKS
				353.94	.00	353.94	1047955	RAIN GEAR
				26.49	.00	26.49	1048033	16" ECONOMY STEEL TOE BOO
			Check Total.....:	236.10	.00	236.10		
020206	12/14/11	TRA02	TRAMUTOLA	5000.00	.00	5000.00	114895	SUPPLEMENTAL WATER-OUTREA
020207	12/14/11	UND01	UNDERGROUND SERVICE ALERT	130.50	.00	130.50	11011037	USA ALERTS
020208	12/14/11	USA01	USA BLUEBOOK	164.17	.00	164.17	20174	DECHLORINATION TABLETS
				68.08	.00	68.08	530663	FOOD GRADE ANTI-SEIZE
				782.87	.00	782.87	534680	TRANSMITTER
				111.80	.00	111.80	546021	SURGE PROTECTOR
			Check Total.....:	1126.92	.00	1126.92		
020209	12/14/11	USB01	US BANK (VISA)	79.85	.00	79.85	112211A	TRAVEL/MILEAGE
				35.37	.00	35.37	112211B	OPERATING SUPPLIES
				90.00	.00	90.00	112211C	MEETINGS
				144.00	.00	144.00	112211D	COMPUTER EXPENSE
				21.54	.00	21.54	112211E	OFFICE SUPPLIES
				159.50	.00	159.50	112211F	POSTAGE
				391.98	.00	391.98	112211G	DUES/SUBSCRIPTIONS
			Check Total.....:	922.24	.00	922.24		
020210	12/14/11	VER01	VERIZON	38.26	.00	38.26	B11130	TELEPHONE
020211	12/14/11	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	12142011	BOARD MEETING 12-14-11
020212	12/14/11	WAG01	WAGNER & BONSIGNORE	3471.60	.00	3471.60	11-11-1	GROUNDWATER LITIGATION
				495.00	.00	495.00	11-11-2	GENERAL CONSULTATION
				3555.54	.00	3555.54	12-11-1	GROUNDWATER LITIGATION
				1337.50	.00	1337.50	12-11-2	GENERAL CONSULTATION
			Check Total.....:	8859.64	.00	8859.64		
020213	12/14/11	WAL01	WALLACE GROUP	374.06	.00	374.06	32485	FOG OUTREACH & INSPECTION
				12932.88	.00	12932.88	32499	INTERTIE ASSESSMENT DISTR
			Check Total.....:	13306.94	.00	13306.94		
020214	12/14/11	WAT04	WATER ENVIRONMENT FEDERAT	220.00	.00	220.00	B11209	MEMBERSHIP RENEWAL
020215	12/14/11	WIN01	WINN, MICHAEL	100.00	.00	100.00	12142011	BOARD MEETING 12-14-11
020216	12/14/11	WSC01	WSC	2031.75	.00	2031.75	361	CUWCC SUPPORT SERVICES

NIPOMO COMMUNITY SERVICES DISTRICT

Serving the Community Since 1965

REGULAR MINUTES

NOVEMBER 16, 2011, AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

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BOARD of DIRECTORS

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

PRINCIPAL STAFF

MICHAEL S. LEBRUN, 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 November 16, 2011, to order at 9:00 a.m. and led the flag salute.

00:00:44

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

At Roll Call all Board members were present.

The following members of the public spoke:

Gary Epstien, Nipomo resident, commented on the beginnings of forming a program to have a demonstration garden for replacement of lawn and hopes that the District will help with some funding in the future.

John Snyder, Nipomo resident, commented on NCSD's lead in the assessment district for the Supplemental Water Project.

Director Winn stated that the public needs to be aware that a recording device is behind the projector screen.

00:01:45

PRESENTATIONS AND PUBLIC COMMENT

C-1) SHERIFF COMMANDER ROBIN WECKERLY Update re: South County Law Enforcement Activities

Sheriff Commander Weckerly gave an update of the law enforcement activities in the South County and announced that she will be retiring. Commander Weckerly answered questions from the Board. The Board thanked Commander Weckerly for her service and the report.

C-2) MIKE NUNLEY OF AECOM Update Report re: Southland Wastewater Treatment Plant Upgrade

Eileen Shields, AECOM Assistant Project Manager, reviewed the report as presented in the Board packet. Michael LeBrun, General Manager, Peter Sevcik, District Engineer, and Ms. Shields answered questions from the Board. The Board thanked Ms. Shields for her report.

C-3) NCSD DISTRICT ENGINEER PETER SEVCIK Update Report re: Recent Activities

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 his report.

00:01:45

C. PRESENTATIONS AND PUBLIC COMMENT (continued)

C-4) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS

Receive Announcements from Directors Items of District & Community Interest

Director Gaddis

- ◇ November 28, 2011 – SCAC met and has concerns with getting funding for the SCAC from the 4th District Supervisor.

Director Vierheilig

- ◇ November 17, 2011 – The Nipomo Chamber of Commerce Luncheon will be held at Blacklake Golf Course at 11:45 a.m.

Director Eby

- ◇ November 9, 2011 – NCSD held a Town Hall meeting from 6:30 to 8:30 p.m. about solutions to the water shortage on the Nipomo Mesa. NCSD was pleased with the outcome.
- ◇ November 17, 2011 – LAFCO will meet and will review the Paso Robles Municipal Services Sphere of Influence.
- ◇ November 18, 2011 – CSDA will meet in San Luis Obispo.

Director Winn

- ◇ November 7, 2011 – Spoke in Paso Robles at the Sustainable Agriculture Exposition regarding the Santa Maria Litigation as a model of what not to do.
- ◇ November 15, 2011 – The SLO County Board of Supervisors met.
- ◇ November 18, 2011 – CSDA will meet at the Wallace Group at 11:30 a.m.
- ◇ December 7, 2011 – WRAC will meet for a workshop on the County Integrated Regional Water Management Plan from 9:00 a.m. to 12:00 p.m. The regular meeting will follow the workshop at 1:30 p.m.

Director Harrison

- ◇ November 9, 2011 – The Fire Safe Council will meet at 9:00 a.m. at the San Luis Obispo Vets hall.
- ◇ November 29, 2011 – There will be a free webinar at 10:00 a.m. on being a distinguished Board member.
- ◇ December 5, 2011 – Agenda coordination meeting at 2:00 p.m. Directors Harrison and Gaddis will attend.
- ◇ December 9, 2011 – The Garbage-man's Ball.

C-3) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public comment.

00:46:15

D. CONSENT AGENDA

D-1) APPROVE WARRANTS

D-2) APPROVE OCTOBER 26, 2011 REGULAR BOARD MEETING MINUTES

D-3) REVIEW PROPOSED AMENDMENT TO THE CALIFORNIA EMPLOYER'S RETIREE BENEFIT TRUST PROGRAM ("CERBT") AGREEMENT TO ALLOW THE USE OF THE ALTERNATIVE MEASUREMENT METHOD (AMM) TO PERFORM POST-EMPLOYMENT BENEFIT VALUATION

D-4) REVIEW SOLID WASTE FRANCHISE FEE AND RATE INCREASE DEFERRAL

Michael LeBrun, General Manager, and Lisa Bognuda, Finance Director, answered questions from the Board.

There was no public comment.

Upon the motion of Director Winn and seconded by Director Eby, the Board unanimously approved the consent agenda.

Vote 5-0.

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

E. ADMINISTRATIVE ITEMS

00:57:25

E-1) REVIEW FINANCIAL AUDIT REPORT FOR FISCAL YEAR ENDING JUNE 30, 2011

Robert Crosby, Crosby Company CPA, reviewed the audit report as presented in the Board packet. Lisa Bognuda, Finance Director, and Mr. Crosby answered questions from the Board.

There was no public comment.

Upon the motion of Director Eby and seconded by Director Vierheilig, the Board unanimously approved to accept and file the audit report for fiscal year 2010-2011, with statements of appreciation for Mr. Crosby and Ms. Bognuda.

Vote 5-0.

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

The Board took a break from 10:10 to 10:25 a.m.

01:08:48

E-2 REVIEW SUPPLEMENTAL WATER PROJECT FINANCING OPTIONS

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

The following member of the public spoke:

John Snyder, Nipomo resident, commented on the Supplemental Water Project.

The Board discussed the item.

Director Eby made the motion to direct staff to proceed with Scenario #2 funding option, and will include an analysis made without Rural Water Company in the Assessment District. The motion was seconded by Director Winn. Prior to the vote, Director Eby withdrew his motion, so the motion failed.

Upon the motion of Director Eby and seconded by Director Vierheilig, the Board approved staff to proceed with Scenario #2 funding option.

Vote 4-1.

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

Director Winn made the motion to direct staff to proceed with Scenario #2 funding option, and to do an additional analysis of projected costs with NCSD, GSW, and WMWC. Director Vierheilig seconded the motion. Prior to the vote, Director Vierheilig withdrew his motion. Subsequently, Director Harrison seconded the motion. The motion failed.
Vote 2-3.

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

03:10:24

I. CLOSED SESSION ANNOUNCEMENTS

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

I-2) CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9; NCSD VS. COUNTY SLO, ET AL. (CASE #CV090010)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to closed session at 11:50 p.m.

Nipomo Community Services District
REGULAR MEETING
MINUTES

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 items I-1 and I-2 listed above for closed session, but took no reportable action.

The board considered item E-5 next.

03:12:06

E-5) CERTIFY SOUTHLAND WASTEWATER TREATMENT FACILITY IMPROVEMENTS
FINAL ENVIRONMENTAL IMPACT REPORT

Doug Wood, Doug Wood & Associates, reviewed the report as presented in the Board packet. Peter Sevcik, District Engineer, Michael LeBrun, General Manager, Jon Seitz, District Legal Counsel, and Mr. Wood answered questions from the Board.

There was no public comment.

Upon the motion of Director Gaddis and seconded by Director Vierheilg, the Board unanimously adopted Resolution 2011-1238 certifying the Final EIR with minor edits. Vote 5-0.

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

RESOLUTION NO. 2011-1238

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES
CERTIFYING THE NCSD SOUTHLAND WASTEWATER
TREATMENT FACILITIES IMPROVEMENTS FINAL
ENVIRONMENTAL IMPACT REPORT

The board considered item E-6 next.

E-6) CONSIDER ESTABLISHING A PRE-QUALIFICATION POLICY AND APPEALS
PROCEDURE FOR THE SOUTHLAND WASTEWATER TREATMENT FACILITY
IMPROVEMENT PROJECT PHASE 1

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Jon Seitz, District Legal Counsel, and Mr. Sevcik answered questions from the Board.

There was no public comment.

Upon the motion of Director Vierheilg and seconded by Director Winn, the Board unanimously adopted Resolution 2011-1239 establishing the pre-qualification and appeals policy for the Southland Wastewater Treatment Facility upgrade phase I project, as amended. Vote 5-0.

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

RESOLUTION NO. 2011-1239

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES
ESTABLISHING A PRE-QUALIFICATION POLICY AND APPEALS
PROCEDURE FOR THE SOUTHLAND WASTE WATER
TREATMENT FACILITY IMPROVEMENT PROJECT PHASE I

Nipomo Community Services District
REGULAR MEETING
MINUTES

The board took a break from 2:15 to 2:25 p.m.

- E-3) CONSIDER A \$11,500 BUDGET AUGMENTATION FOR WAGNER BONSIGNORE CONSULTING ENGINEERS INCREASING NOT TO EXCEED FOR TASK 200 LITIGATION SUPPORT FOR 2011 TO \$106,500

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

There was no public comment.

Upon the motion of Director Winn and seconded by Director Eby, the Board unanimously approved the \$11,500 budget augmentation, directed staff to issue a task order and revise the project not to exceed to \$106,500.

Vote 5-0.

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

- E-4) CONSIDER A \$5,000 BUDGET AUGMENTATION FOR WAGNER BONSIGNORE CONSULTING ENGINEERS INCREASING NOT TO EXCEED FOR TASK 100 LITIGATION SUPPORT FOR 2011 TO \$20,000

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

There was no public comment.

Upon the motion of Director Vierheilig and seconded by Director Eby, the Board unanimously approved the \$5,000 budget augmentation, and directed staff to issue a task order and revise the project not to exceed to \$20,000.

Vote 5-0.

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

03:25:12

F. MANAGER'S REPORT

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

03:48:43

G. COMMITTEE REPORT

The Finance and Audit Committee met on November 1, 2011.

The committee minutes were as presented. There was no public comment.

Nipomo Community Services District
REGULAR MEETING
MINUTES

03:51:24

H. DIRECTOR'S REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Gaddis

- ◇ Requested staff to keep up the good work.

Director Vierheilig

- ◇ Requested staff to keep up the good work.

Director Eby

- ◇ Questioned if it is now appropriate to consider the 2.3 million dollar grant as an early start for the Supplemental Water Project and, if so, how we might use it.

Peter Sevcik, District Engineer commented on Director Eby's question.

Director Winn

- ◇ Requested staff to consider working north to south on the Supplemental Water Project, if there are any slippages in other areas.
- ◇ Announced that the Regional Water Control Board will meet in San Luis Obispo on December 1, 2011, and will discuss Ag waivers.
- ◇ Director Winn was pleased with staff's work on recruiting new employees.
- ◇ Commented on reviewing response of the question cards from the Town Hall Meeting.
- ◇ Requested staff to revisit the policy on the public recording and taping Board meetings.

ADJOURN

President Harrison adjourned the meeting at 3:30 p.m.

MEETING SUMMARY	HOURS
Regular Meeting	5.30
Closed Session	1.00
TOTAL HOURS	6.30

NIPOMO COMMUNITY SERVICES DISTRICT

WEDNESDAY NOVEMBER 9, 2011

6:30 P.M.

SPECIAL MEETING MINUTES

BOARD of DIRECTORS

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

PRINCIPAL STAFF

MICHAEL S. LEBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSIST. GENERAL MANAGER
MERRIE WALLRAVIN, SECRETARY/CLERK
JON SEITZ, GENERAL COUNSEL
PETER SEVCIK, DISTRICT ENGINEER

MEETING LOCATION

Nipomo High School, Olympic Hall
525 North Thompson Road
Nipomo, California

1. CALL TO ORDER, FLAG SALUTE, AND ROLL CALL

President Harrison called the November 9, 2011, Special Meeting to order at 6:33 p.m. and led the flag salute. At Roll Call, all Directors were present. Also present were District General Manager, Assistant General Manager, Engineer, and Operations Superintendent along with approximately 200 members of the public.

President Harrison overviewed the evening's agenda.

- #### 2. PRESENTATION: WATER RESOURCE SOLUTION FOR THE NIPOMO MESA
- 55 - Minute Presentation and Overview of Water Resource Challenges Facing the Nipomo Mesa
 - 35 Minute Questions and Answers

General Manager LeBrun and Directors Eby and Winn led the Presentation. Following the Presentation the same three District representatives answered questions from the audience.

3. PUBLIC COMMENT

At approximately 8:15 p.m. Public Comment was taken. Approximately ten persons gave comment.

ADJOURN

President Harrison adjourned the meeting at 8:30 p.m.

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: DECEMBER 9, 2011



ACCEPT FIRST QUARTERLY FINANCIAL REPORT

ITEM

ACCEPT QUARTERLY FINANCIAL REPORT [RECOMMEND APPROVAL]

BACKGROUND

The District's fiscal year is now 25% complete. The consolidated operating revenues are at 29.28% of the budget, operating expenditures are at 19.62% of the budget and general and administrative expenditures are at 22.00 % of the budget.

Attached are the following which provide an overview of the first three months of the fiscal year:

Page 1	Summary of Approved Budget Amendments
Page 2	Summary of Revenues, Expenses and Cash Balances by Fund
Page 3	Consolidated Balance Sheet
Page 4-5	Consolidated Income Statement
Page 6-7	Graphs for Consolidated Revenues and Expenses
Page 8-10	Graphs for major funds (Water, Town Sewer, and Blacklake Sewer)

Detailed information by fund is available in the office.

RECOMMENDATION

It is recommended that your Honorable Board accept and direct Staff to file the quarterly financial report for the first quarter of fiscal year 2011-2012.

ATTACHMENTS

First Quarter Financial Report

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF APPROVED BUDGET AMENDMENTS
FISCAL YEAR ENDING JUNE 30, 2012

FIRST QUARTER ENDING SEPTEMBER 30, 2011

DATE	DESCRIPTION	FUNDS	APPROVED BUDGET	APPROVED AMENDMENT	AMENDED BUDGET
	NONE				

NIPOMO COMMUNITY SERVICES DISTRICT
SUMMARY OF REVENUES AND EXPENSES BY FUND
THREE MONTHS ENDING SEPTEMBER 30, 2011

FUND	FUND #	YTD REVENUES	YTD EXPENSES	FUNDED REPLACEMENT	YTD SUPRLUS/ (DEFICIT)
Administration	110	134,448	(134,448)	0	0
Water	125	998,040	(533,774)	(141,500)	322,766
Town Sewer	130	474,508	(242,498)	(98,750)	133,260
Blacklake Sewer	150	76,198	(72,269)	(42,000)	(38,071)
Blacklake Street Lighting	200	29	(5,567)	0	(5,538)
Street Landscape Maintenance	250	17	(1,520)	0	(1,503)
Solid Waste	300	15,556	(1,542)	0	14,014
Drainage Maintenance	400	367	0	0	367
Supplemental Water Capacity Fees	500	1,630	0	0	1,630
Property Taxes	600	15,063	(25,838)	0	(10,775)
Water Capacity Fees	700	3,239	0	0	3,239
Town Sewer Capacity Fees	710	2,192	(174,895)	0	(172,703)
Funded Replacement-Water	805	3,852	0	141,500	145,352
Funded Replacement-Town Sewer	810	4,366	0	98,750	103,116
Funded Replacement-BL Sewer	830	80	0	42,000	42,080
Town Sewer Sinking Fund	880	246,632	0	0	246,632
TOTAL		1,976,217	(1,192,351)	0	783,866

CASH BALANCE OF EACH FUND
AS OF SEPTEMBER 30, 2011

FUND	FUND #	CASH BALANCE 9/30/2011
Administration	110	(56,913)
Water	125	1,985,044
Town Sewer	130	740,789
Blacklake Sewer	150	290,491
Blacklake Street Lighting	200	27,803
Street Landscape Maintenance	250	17,322
Solid Waste	300	243,912
Drainage Maintenance	400	5,375
Supplemental Water	500	2,046,711
Property Taxes (incl COP)	600	1,816,037
Water Capacity Fees	700	3,382,408
Town Sewer Capacity Fees	710	2,133,327
Funded Replacement-Water	805	4,110,993
Funded Replacement-Town Sewer	810	4,623,268
Funded Replacement-BL Sewer	830	105,344
Sinking Fund-Town Sewer	880	2,101,560
Funds held by Trustee		249,396
TOTAL		23,822,867

NIPOMO COMMUNITY SERVICES DISTRICT
BALANCE SHEET - CONSOLIDATED
AS OF SEPTEMBER 30, 2011

ASSETS

Cash and Cash Equivalents	23,822,867.34
Accounts Receivable - Utility Billing	304,594.25
Unbilled Accounts Receivable	680,000.00
Property, Plant & Equipment	47,864,904.72
Accumulated Depreciation	(14,821,254.72)
Prepaid Expenses	60,879.30
Accrued Interest Receivable	21,345.47
Notes Receivable - BL Sewer - Current	18,898.65
Notes Receivable - BL Water Merger - Current	20,546.32
Reservation Fee	37,500.00
Loan Fees - SRF Loan	256,834.00
Accumulated Amortization - SRF Loan Fees	(202,950.99)
Revenue COP's Bond Discount	178,100.60
Accumulated Amortization - Bond Discount	(48,235.20)
Notes Receivable - BL Sewer - Long Term	148,399.19
Notes Receivable - BL Water Merger - Long Term	162,403.41
Total Assets	58,504,832.34

LIABILITIES

Accounts Payable	402,576.48
Refunds Payable	263.15
Construction Meter Deposits	5,500.00
Compensated Absences Payable	68,062.00
Deposits	33,608.60
P/R Tax and Workers Comp Payable	8,813.70
Deposit - NMWCA	10,500.00
Deposit - Maintenance Guarantee	3,657.55
Deposit - Pomeroy Rd Water Line	24,170.00
Deferred Revenue	6,300.00
Notes Payable - Property Tax Fund - Current	18,898.65
Notes Payable - BL Water Merger - Current	20,546.32
Notes Payable - Municipal Finance - Current	39,595.82
SRF Loan #110 - Current Portion	34,868.35
SRF Loan #120 - Current Portion	42,180.25
Revenue COP's - Current Portion	90,000.00
Notes Payable - Municipal Finance - Long Term	111,010.97
Notes Payable - Property Tax Fund - Long Term	148,399.19
Notes Payable - BL Water Merger - Long Term	162,403.41
SRF Loan #110 Payable - Long Term Portion	244,078.45
SRF Loan #120 Payable - Long Term Portion	337,442.00
Revenue COP's - Long Term Portion	3,240,000.00
Total Liabilities	5,052,874.89

FUND EQUITY

Contributed Capital - Assets	11,158,036.78
Contributed Capital - Capacity Fees (CY)	7,864.00
Contributed Capital - Supplemental Water Fees (CY)	17,898.00
Contributed Capital - Capacity Fees (PY)	17,580,144.62
Contributed Capital - Supplemental Water Fees (PY)	3,146,460.25
Contributed Capital - Right of Way	70,100.00
Contributed Capital - Assessment Districts	1,188,648.00
Contributed Capital - Grants	2,489,316.66
Retained Earnings - Reserved (Debt Service)	15,600.00
Retained Earnings - Reserved (Emergencies)	50,000.00
Retained Earnings - Reserved (Sewer Grant)	360,000.00
Retained Earnings - Reserved (Funded Replacement)	10,124,053.87
Retained Earnings - Unreserved	6,459,969.40
CURRENT EARNINGS	783,865.87
Total Fund Equity	53,451,957.45
Total Liabilities and Fund Equity	58,504,832.34

UNAUDITED

NIPOMO COMMUNITY SERVICES DISTRICT
 INCOME STATEMENT - CONSOLIDATED
 FOR THE PERIOD ENDING SEPTEMBER 30, 2011

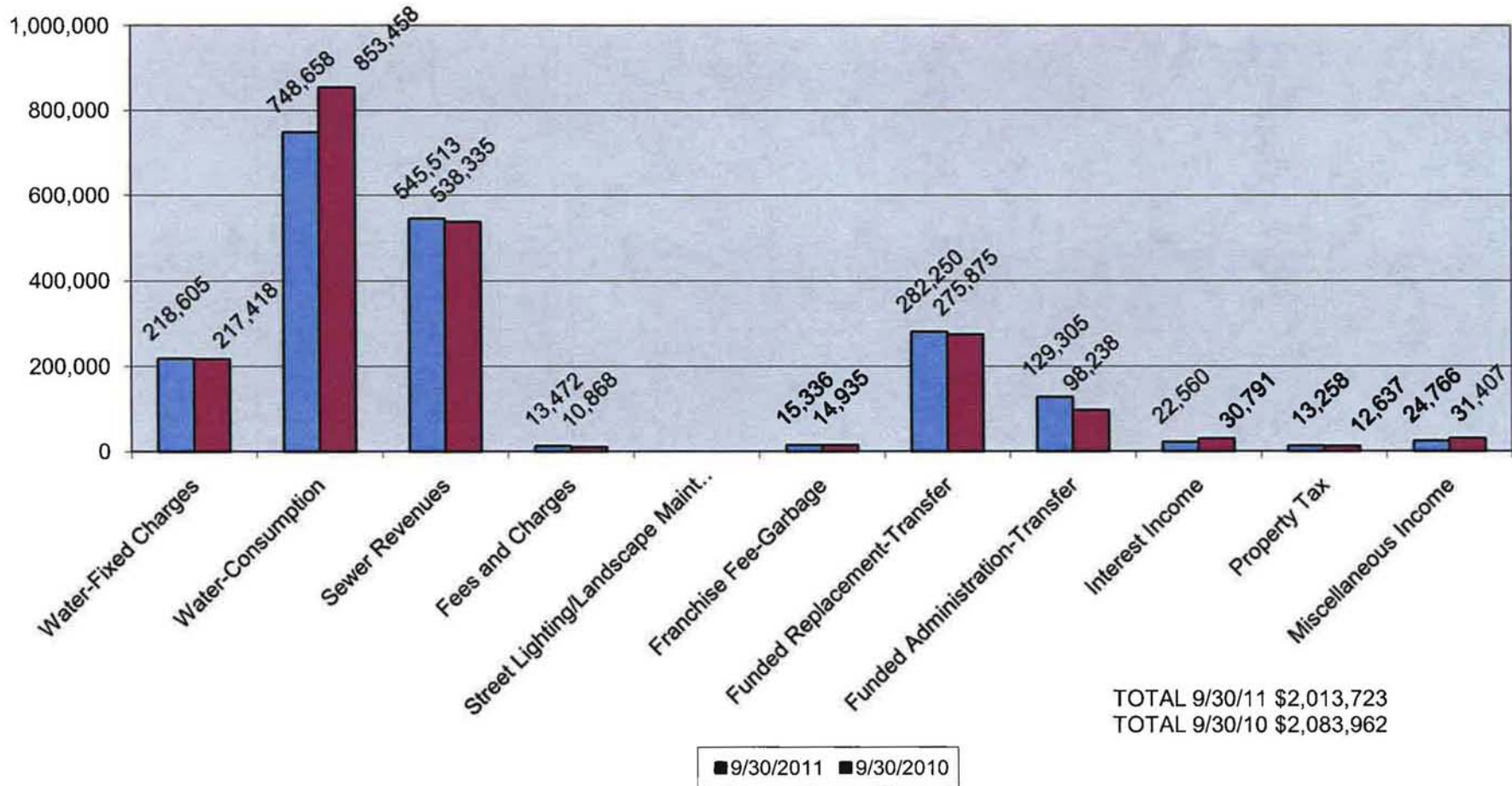
	YTD ACTUAL	ANNUAL BUDGET	% OF BUDGET
REVENUES			
Water - Fixed Charge	218,605.37	805,000.00	27.16 %
Water - Usage	732,133.05	1,972,500.00	37.12 %
Construction Water	15,083.16	23,000.00	65.58 %
Fire System Fee	1,441.50	4,500.00	32.03 %
Sewer Charges	545,512.57	2,155,000.00	25.31 %
Fees and Penalties	12,477.36	37,000.00	33.72 %
Meters	895.00	2,200.00	40.68 %
Plan Check & Inspection Fees	100.00	300.00	33.33 %
Franchise Fees	15,335.66	90,000.00	17.04 %
Miscellaneous Income	16,475.73	34,900.00	47.21 %
Street Lighting Charges	0	18,904.00	.00 %
Landscape Maintenance Dist Charges	0	8,500.00	.00 %
Operating Transfers In - Funded Administration	129,305.08	447,132.00	28.92 %
Operating Transfers In - Funded Replacement	282,249.96	1,129,000.00	25.00 %
Total Revenues	1,969,614.44	6,727,936.00	29.28 %
OPERATIONS AND MAINTENANCE			
Wages and Benefits	152,199.71	899,114.00	16.93 %
Electricity	161,817.92	767,150.00	21.09 %
Chemicals	16,174.67	38,000.00	42.56 %
Lab Tests	21,316.00	72,000.00	29.61 %
Operating Supplies	11,231.95	108,000.00	10.40 %
Outside Services	15,236.45	46,000.00	33.12 %
Permits and Operating Fees	8,270.81	27,500.00	30.08 %
Repairs and Maintenance	46,438.26	415,000.00	11.19 %
Engineering	3,559.25	100,000.00	3.56 %
Fuel	5,769.74	35,000.00	16.48 %
Paging Service	2,138.99	11,000.00	19.45 %
Meters - New Installation	0	1,000.00	.00 %
Meters - Replacement Program	12,019.36	48,000.00	25.04 %
Safety Program	1,933.84	12,000.00	16.12 %
Uniforms	1,524.30	11,000.00	13.86 %
Landscape Maintenance & Water	1,493.61	7,500.00	19.91 %
Clean Up	428.99	0	.00 %
Conservation Program	704.98	67,000.00	1.05 %
Street Sweeping/Trash Collection	507.36	2,100.00	24.16 %
Operating Transfers Out - Funded Replacement	282,249.96	1,129,000.00	25.00 %
Subtotal - O & M	745,016.15	3,796,364.00	19.62 %
GENERAL AND ADMINISTRATIVE			
Wages and Benefits	154,909.47	706,002.00	21.94 %
Utilities	4,421.17	16,500.00	26.79 %
Audit	0	8,000.00	.00 %
Bank Charges and Fees	1,557.80	14,050.00	11.09 %
Computer Expense	9,618.45	62,800.00	15.32 %

NIPOMO COMMUNITY SERVICES DISTRICT
 INCOME STATEMENT - CONSOLIDATED
 FOR THE PERIOD ENDING SEPTEMBER 30, 2011

	YTD ACTUAL	ANNUAL BUDGET	% OF BUDGET
Director Fees	4,450.00	25,220.00	17.64 %
Dues and Subscriptions	3,153.92	16,000.00	19.71 %
Education and Training	877.50	15,000.00	5.85 %
Insurance - Liability	19,026.27	80,000.00	23.78 %
LAFCO Funding	20,649.49	23,000.00	89.78 %
Landscape and Janitorial	3,048.00	14,000.00	21.77 %
Legal - General Counsel	21,123.20	157,000.00	13.45 %
Legal - Water Counsel	200.00	30,000.00	.67 %
Professional Services	39,592.05	218,000.00	18.16 %
Miscellaneous	884.89	8,050.00	10.99 %
Newsletters & Mailers	1,484.44	5,000.00	29.69 %
Office Supplies	2,074.71	15,000.00	13.83 %
Outside Service	2,495.01	16,400.00	15.21 %
Postage	6,618.71	26,000.00	25.46 %
Public Notices	660.36	10,700.00	6.17 %
Repairs and Maintenance	2,081.85	20,500.00	10.16 %
Property Taxes	0	1,035.00	.00 %
Telephone	2,014.12	10,480.00	19.22 %
Travel and Mileage	718.83	13,500.00	5.32 %
Operating Transfer Out - Funded Administration	129,305.08	447,132.00	28.92 %
Subtotal - G & A	430,965.32	1,959,369.00	22.00 %
NON OPERATING INCOME			
Interest Income	22,559.68	118,795.00	18.99 %
Property Tax Revenues	13,257.53	502,280.00	2.64 %
BL Sewer Surcharge	4,094.87	24,480.00	16.73 %
BL Water Surcharge	4,195.80	25,779.00	16.28 %
Subtotal - Non Operating Income	44,107.88	671,334.00	6.57 %
NON OPERATING EXPENSES			
Interest Expense	28,124.98	23,089.00	121.81 %
Other Post Employment Benefits (OPEB)	25,750.00	103,000.00	25.00 %
Subtotal - Non Operating Expenses	53,874.98	126,089.00	42.73 %
Net Surplus/(Deficit)	783,865.87	1,517,448.00	51.66 %

UNAUDITED

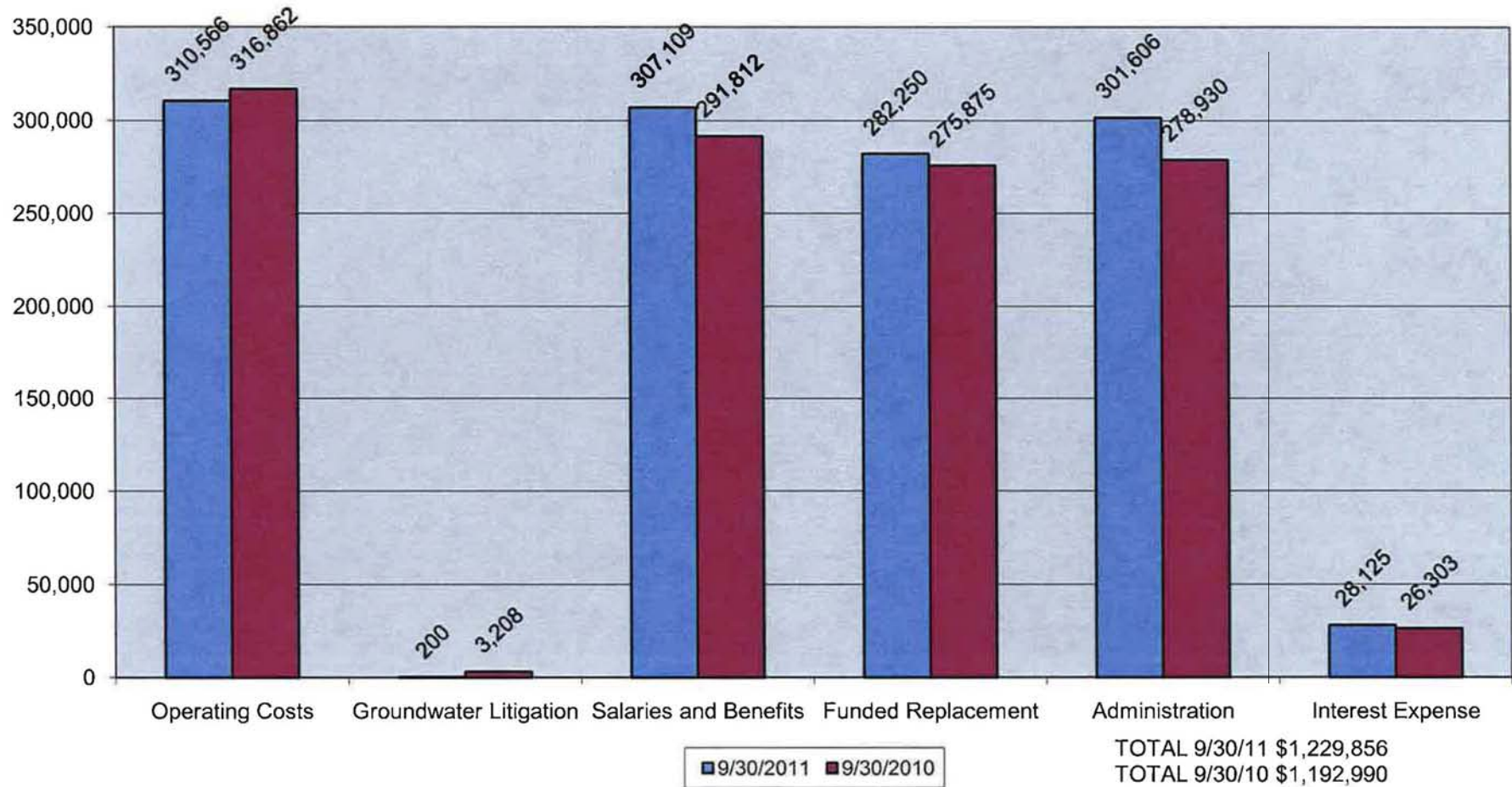
**NIPOMO COMMUNITY SERVICES DISTRICT
 COMBINED REVENUES FOR ALL FUNDS
 THREE MONTHS ENDED
 SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



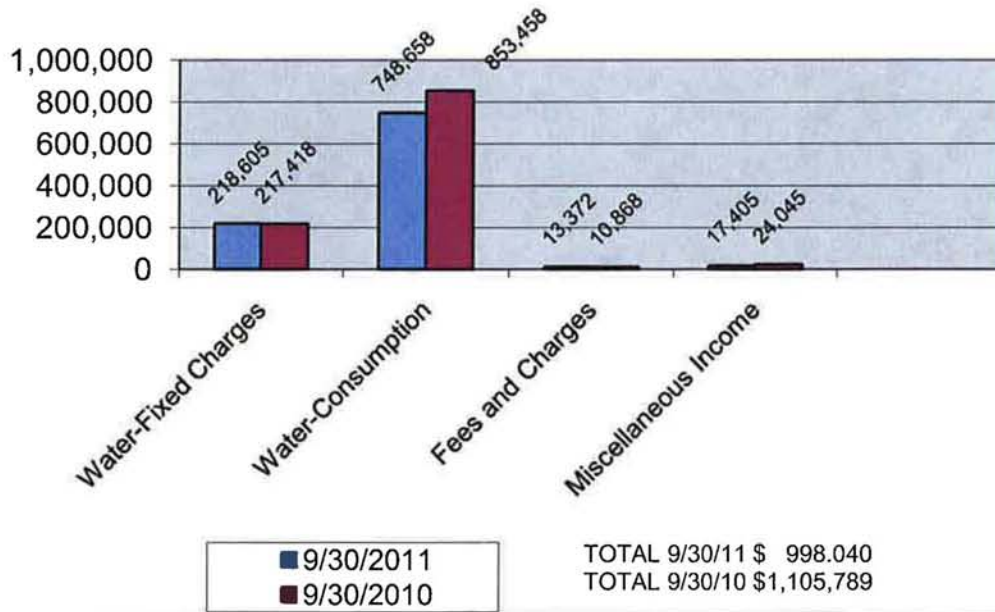
Copy of document found at www.NoNewWpTax.com

**NIPOMO COMMUNITY SERVICES DISTRICT
 COMBINED EXPENDITURES FOR ALL FUNDS
 THREE MONTHS ENDED
 SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**

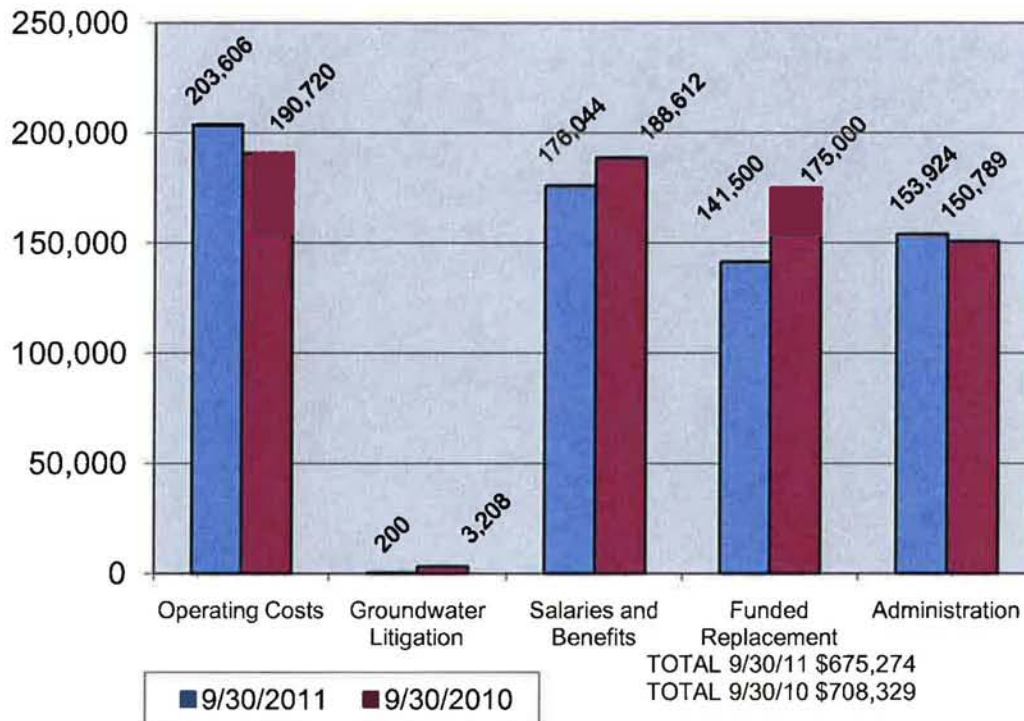
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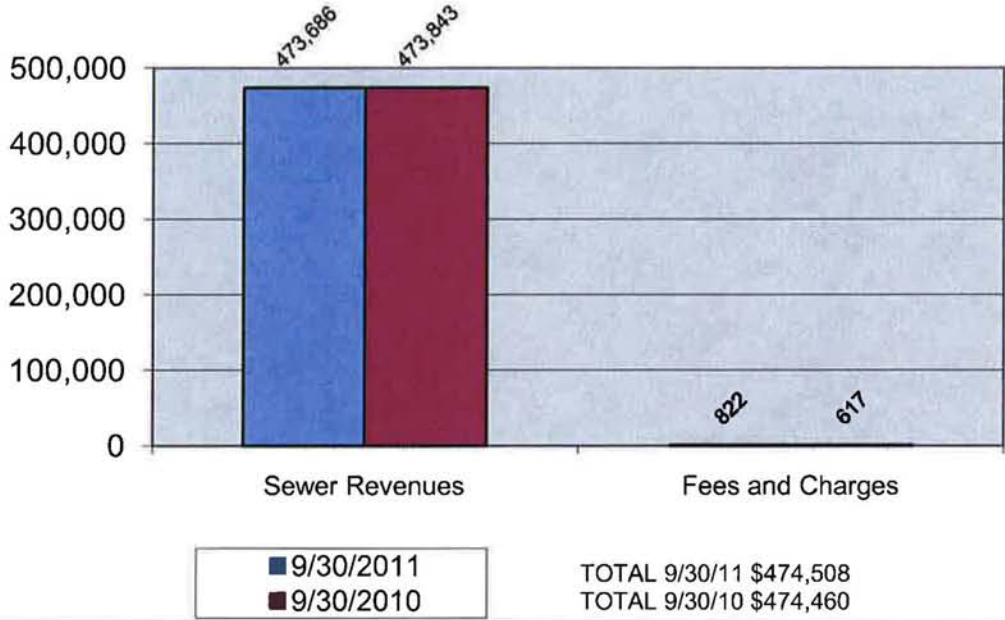
**NIPOMO COMMUNITY SERVICES DISTRICT
WATER FUND #125
REVENUES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



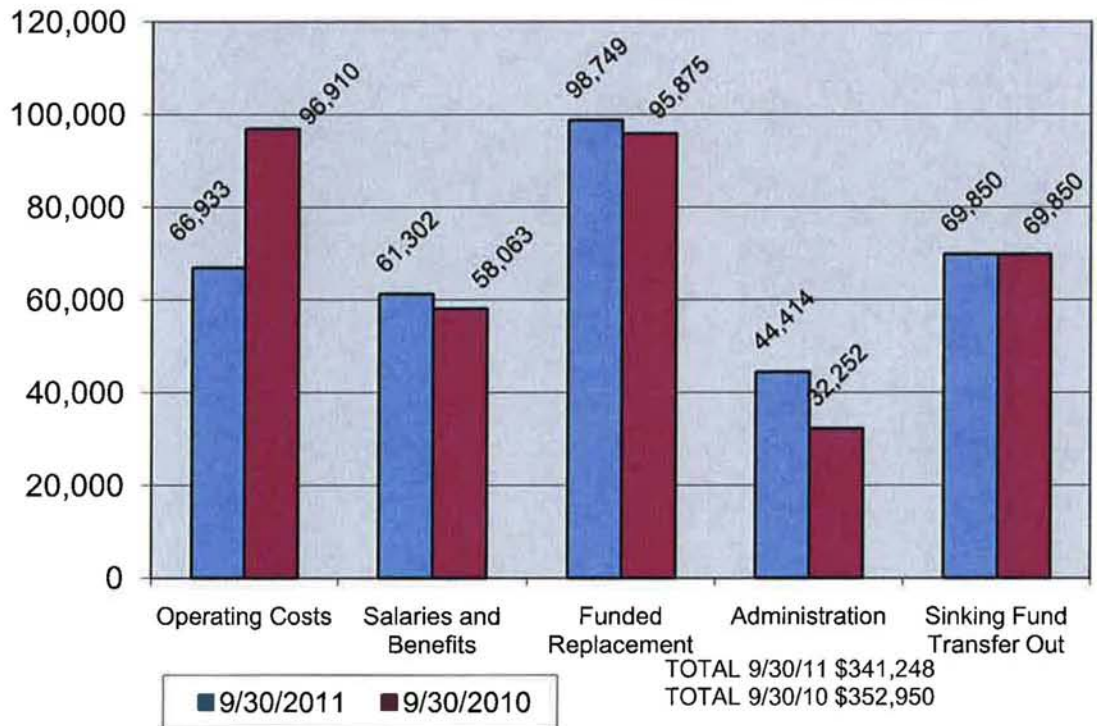
**NIPOMO COMMUNITY SERVICES DISTRICT
WATER FUND #125
EXPENDITURES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



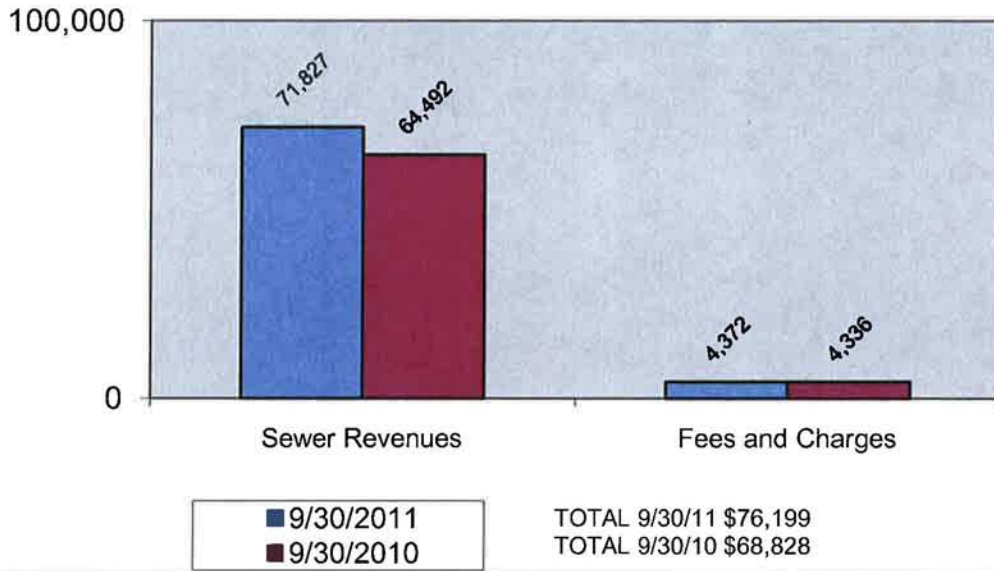
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN SEWER FUND #130
REVENUES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



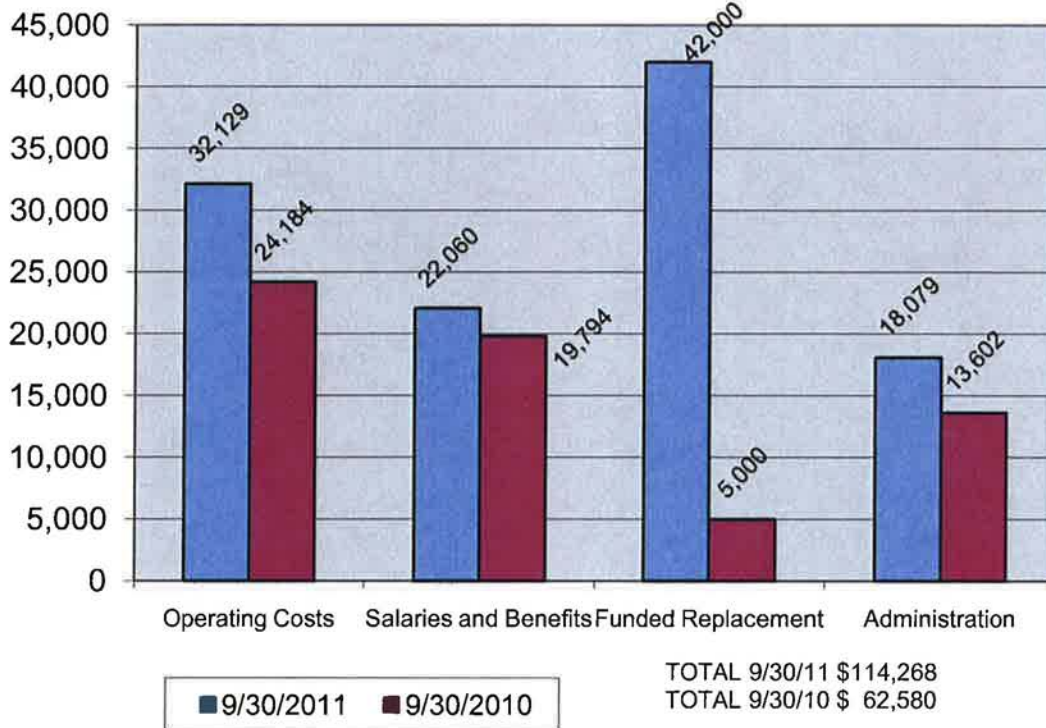
**NIPOMO COMMUNITY SERVICES DISTRICT
TOWN SEWER FUND #130
EXPENDITURES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE SEWER FUND #150
REVENUES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



**NIPOMO COMMUNITY SERVICES DISTRICT
BLACKLAKE SEWER FUND #150
EXPENDITURES-SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010**



TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: DECEMBER 9, 2011

AGENDA ITEM

D-4

DECEMBER 14, 2011

**APPROVE WAGNER & BONSIGNORE TASK ORDER BUDGETS FOR
2012 CONSULTING SERVICES**

ITEM

Wagner & Bonsignore Task Order Budgets for 2012 consulting services. [RECOMMEND APPROVAL]

BACKGROUND

Dr. Brad Newton has provided litigation support services and general hydrologic consulting services throughout the groundwater adjudication process. Dr. Newton represents the District on the Nipomo Mesa Management Area Technical Group.

The contract for Dr. Newton's services are reviewed by your Board each year. The attached Memorandum from Wagner & Bonsignore outlines the proposed scope of services and budget for 2012.

The proposal covers two Tasks, General Consultation (not to exceed limit of \$10,000) and Santa Maria Groundwater Adjudication (not to exceed limit of \$80,000).

FISCAL IMPACT

The FY 11-12 Budget includes funding for six months of services. The remaining six months of services will be included in the FY 12-13 Budget.

RECOMMENDATION

Staff recommends the Board of Directors by motion and roll-call vote, approve the 2012 Support Services Contract with Wagner & Bonsignore for a not exceed amount of \$90,000.00 and direct staff to issue Task Order 100-12 in the amount of \$10,000 and Task Order 200-12 in the amount of \$80,000.

ATTACHMENTS

- December 5, 2011 Wagner & Bonsignore Proposal

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen
Henry S. Matsunaga

Brad E. Newton, Ph.D., P.G.
David Houston, P.E.
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Emily MacDonald
Ryan E. Stolfus

James C. Hanson
Consulting Civil Engineer
A Corporation

December 5, 2011

Mr. Michael LeBrun, General Manager
Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444

RE: Proposal for Engineering Services

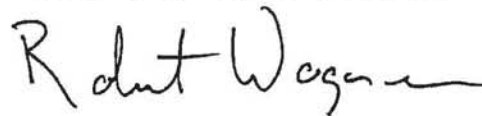
Dear Mr. LeBrun:

Please find attached hereto for your review and approval the proposal for consulting services for Nipomo Community Services District for the 2012 calendar year. Also attached is a scope of work along with our current fee schedule.

If everything is acceptable, please sign and return one fully executed original for our records.

Very truly yours,

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS



Robert C. Wagner, P.E.

Encls. ✓
Via: US Mail

Task 100 – General Consultation

Task Order 100, General Consulting, is proposed to allow for Wagner & Bonsignore (Engineer-Consultant) to provide the following services, on an as-requested basis, that are not included within the scope of other Task Orders. Such services include Part A and Part B as follows:

- A. Preparation of Spring and Fall Groundwater Index (GWI) technical memorandum and presentation thereof to the District Board of Directors. It is understood that reports will, in whole or in part, be based on confidential information obtained in confidence from landowners related to private wells. (see specifically Section 26 of the Agreement related to confidential information). The estimated cost for each GWI and presentation at NCSB Board of Directors meeting under Task Order 100 is four thousand (\$4,000) dollars, which accounts for twelve (12) hours of Dr. Newton's efforts plus budget for travel, and twelve (12) hours of support staff effort, plus materials and other direct costs. The estimated budget for Task Order 100 Part A is eight thousand dollars (\$8,000).
- B. Preparation of other technical memorandums at the request of either the General Manager or the District Board of Directors. The estimated budget for Task Order 100 Part B is two thousand dollars (\$2,000).

Budget

The budget for Task Order 100, through December 31, 2012, is ten thousand (\$10,000) dollars to be billed on a time and material basis in accordance with the Agreement.

Task 200 – Santa Maria Groundwater Adjudication

Task Order 200, is proposed to allow for Wagner & Bonsignore (Engineer-Consultant) to provide the following litigation support service related to the Groundwater Adjudication presented in Part A through Part D as follows:

A. Preparation for, travel and attendance/participation at Nipomo Mesa Management Area (NMMA) Technical Group (TG) regular monthly meetings. The estimated cost for each of NMMA TG twelve (12) regular meetings under Task Order 200 is three thousand (\$3,000) dollars, which accounts for twelve (12) hours of Dr. Newton's efforts plus budget for travel. The estimated budget for Task Order 200 Part A is thirty six thousand dollars (\$36,000).

B. Preparation for travel and attendance/participation at Management Areas (MAs) Subcommittee regular monthly meetings, including meetings with the NCMA and SMVMA representatives. The estimated cost for each of MAs Subcommittee twelve (12) regular meetings under Task Order 200 is one thousand five hundred (\$1,500) dollars, which accounts for six (6) hours of Dr. Newton's efforts plus budget for travel. The estimated budget for Task Order 200 Part B is eighteen thousand dollars (\$18,000).

C. Preparation of the Annual Report to the Court pursuant to the Final Judgment of the Santa Maria Groundwater Litigation. The estimated budget for Task Order 200 Part C is twenty-six thousand dollars (\$26,000), which accounts for eighty (80) hours of Dr. Newton's efforts plus

budget for travel, and one hundred (100) hours of support staff effort, plus materials and other direct costs.

D. Preparation of reports and technical memorandums related to NMMA TG functions with the prior approval of either the District General Manager or District Legal Counsel, and other opinions requested by District Legal Counsel. It is understood that reports will, in whole or in part, be based on confidential information obtained in confidence from landowners related to private wells. (see specifically Section 26 of the Agreement related to confidential information). The estimated budget for Task 200 Part D is unknowable in advance of a specific scope and schedule for said reports, technical memorandums, or other opinions.

Budget

The budget for Task Order 200 Part A, Part B, and Part C through December 31, 2012, is eighty thousand (\$80,000) dollars to be billed on a time and material basis in accordance with the Agreement.

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen
Henry S. Matsunaga

Brad E. Newton, Ph.D., P.G.
David Houston, P.E.
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Emily MacDonald
Ryan E. Stolfus

James C. Hanson
Consulting Civil Engineer
A Corporation

FEE SCHEDULE

EFFECTIVE JANUARY 1, 2012

1. Personal Services of Principals & Supporting Services

- a) Principals including Registered Civil Engineers and Water Right Specialist billed on an hourly rate in accordance with the Schedule of Fees attached hereto; for public hearings and court appearances requiring qualifications and services as expert witness and for assistance to attorneys during course of such hearings and depositions, to be billed at 1.5 times the regular hourly rate, plus transportation and subsistence expenses set forth under (2); Eight hour minimum to be billed for depositions, court appearances and administrative hearings.
- b) Registered Civil Engineers, Sub-professional Engineers, Technicians and Drafters billed on an hourly rate in accordance with the Schedule of Fees attached hereto, plus transportation and subsistence expenses set forth under (2);
- c) Special engineering, geotechnical services, testing, surveying and other similar services employed specifically for performance of work at direct invoice cost plus 15 percent.

2. Reimbursable Expenses

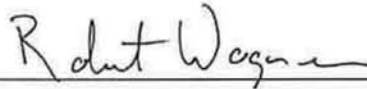
- a) Transportation, direct out-of-pocket expense for public transportation, 75¢ per mile for private auto.
- b) Subsistence, direct out-of-pocket expense;
- c) Actual costs of reproduction, long-distance telephone tolls, and other actual expenses directly accruing from services authorized for performance including postage, or other similar supplies or expenses ordered specifically for and used or consumed in the performance of work plus 15 percent.

2151 River Plaza Drive • Suite 100 • Sacramento, CA 95833-4133
Ph: 916-441-6850 or 916-448-2821 • Fax: 916-779-3120

The foregoing compensation will include compensation for all general office secretarial services, supplies and overhead including office space required for performance of personal and supporting engineering services. Invoices for Personal and Supporting Services and Reimbursable Expenses will be submitted on a calendar month basis and are due and payable upon receipt.

All work performed will be considered as personal professional engineering and supporting services and will be performed and furnished as an independent contractor.

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS
A CORPORATION



Robert C. Wagner, P.E.

SCHEDULE OF FEES

EFFECTIVE APRIL 1, 2012

Principal Engineer	\$170 - \$225/hr.
Principal Scientist Geology Hydrology Fluvial Geomorphology	\$180 - \$200/hr.
Project Manager	\$135 - \$195/hr.
Water Right Specialist	\$100 - \$135/hr.
Project Engineer – Registered	\$120 - \$170/hr.
Staff Engineer	\$95 - \$120/hr.
Water Right Assistant	\$75 - \$115/hr.
Senior Technician	\$85 - \$115/hr.
Drafter/Graphics	\$65 - \$100/hr.
Clerical	\$45 - \$65/hr.

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: DECEMBER 9, 2011



APPROVE REAL PROPERTY PURCHASE AGREEMENT IN SUPPORT OF SUPPLEMENTAL WATER PROJECT

ITEM

Authorize Real Property Purchase Agreement, APN 090-291-041 (JAUREQUI) purchase price of \$13,200, contingent on successful supplemental water project funding.

BACKGROUND

District property negotiators, working at the direction of your Board and in support of acquiring necessary right of way for construction of Supplemental Water Project have obtained a signed Real Property Purchase Agreement, Easement Deed and Covenants Running with the Land, and Memorandum of Agreement for Easement Purchase.

The agreed to purchase price is \$13,200 and purchase is contingent on the District successfully raising the funds to construct the project.

FISCAL IMPACT

Funds for this purchase are included in the overall supplemental water project budget and the District's 2011/2012 Fiscal budget. Purchase is contingent on the District successfully funding project construction.

RECOMMENDATION

Staff recommends that by motion and roll call vote, the Board approve the Real Property Purchase Agreement, the Easement Deed, and the Memorandum of Agreement, and direct staff to process the documents accordingly.

ATTACHMENTS

- November 21, 2011, letter from District property negotiator (Hamner, Jewell & Associates)



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

November 21, 2011

Certified Mail

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

Subject: Nipomo Community Services District – Supplemental Water Project
Acq. AP# 090-291-041 (Jaurequi)

Dear Michael:

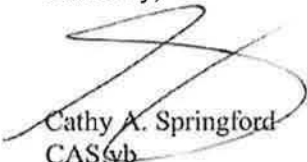
We are pleased to inform you that we have obtained the signed REAL PROPERTY PURCHASE AGREEMENT, EASEMENT DEED AND COVENANTS RUNNING WITH THE LAND, and MEMORANDUM OF AGREEMENT FOR EASEMENT PURCHASE from David and Martha Jaurequi, Maria Magdaleno, Jose and Esperanza Pacheco, and Cidronio and Justina Garcia, for the Supplemental Water 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 10 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. When escrow is ready to close, 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/sb

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

RECEIVED
NOV 23 2011
NIPOMO COMMUNITY
SERVICES DISTRICT

PARCEL NO.: 090-291-041
PROJECT: Nipomo CSD Waterline Intertie Project
TITLE REPORT NO.: 4001-2491945

**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 David Jaurequi and Martha Jaurequi, husband and wife as joint tenants, as to an undivided 25% interest; Maria Magdaleno, a widow, as to an undivided 25% interest; Jose L. Pacheco and Esperanza Pacheco, husband and wife as joint tenants, as to an undivided 25% interest; and Cidronio Garcia and Justina Garcia, as Trustees of the Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004, as to an undivided 25% interest, all as Tenants as Common, (hereinafter collectively called "Property Owner"), for acquisition by District of the property rights described in that certain Easement Deed And Covenants Running With The Land (hereinafter called the "Easement Deed") executed by Property Owner concurrently with the execution of this Agreement, a copy of which is attached hereto as Exhibit I.

RECITALS:

- A. The Nipomo Community Services District (District) is undertaking a project that involves the construction of a waterline to transport water from the City of Santa Maria to various water purveyors located on the Nipomo Mesa (aka the Nipomo Mesa Management Area) as provided in the June 25th Stipulation and Final Judgment in the litigation known as the Santa Maria Groundwater Litigation (Santa Maria Valley Water Conservation District vs. City of Santa Maria, et al.; Superior Court of California, County of Santa Clara Case no. 1-97-CV-770214). This project is hereinafter referred to as the "Waterline Intertie Project" or "Project."
- B. The development of the Waterline Intertie Project requires the acquisition of property rights by the District for water lines, utilities, access, a tank site, a pump station, and for other appurtenant facilities from Property Owner.
- C. The property rights sought by District involve portions of the property identified as San Luis Obispo County Assessor's Parcel Number 090-291-041 ("Property"), which is owned by Property Owner.
- D. Property Owner agrees to convey the property rights described in the Easement Deed to District, for use in constructing the Waterline Intertie Project, under the terms and conditions specified in this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO SELL AND PURCHASE.** Property Owner agrees 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 **Thirteen Thousand Two Hundred Dollars (\$13,200)**. 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.

A. Assessment District Formation. The purchase of the property described in the above referenced Easement Deed is expressly subject to and contingent upon the successful creation by property owner approval of an Assessment District or other funding mechanism required in order for District to raise the monies to construct the Waterline Intertie Project. If said Assessment District is not approved by the property owners in a scheduled ballot proceeding on or before December 31, 2012, or another funding mechanism approved by the District board within sixty days of the Assessment vote tabulation, then District may terminate this Agreement within sixty days of the Assessment vote tabulation. Upon any such termination, all parties shall be released of any and all further obligations related hereto.

B. Environmental Clearances and Project Permits. The purchase of the property described in the above referenced Easement Deed is expressly subject to and contingent upon District's ability to obtain all related environmental clearances, and all permits from controlling permitting agencies that may be required for the approval and construction of the Waterline Intertie Project. If all such approvals, clearances, and permits are not obtained by District on or before December 31, 2011, then this Agreement may be terminated by the District and upon termination, all parties shall be released of any and all further obligations related hereto.

C. Testing, Inspection, Entry On Premises, And Responsibility For Condition Of Premises. Property Owner grants 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. 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 Owner and escrow holder, on or before one hundred and eighty days from the date of execution of this Agreement by District. 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 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 Owner 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.

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 Owner represents and warrants that to the best of their knowledge, during Property Owner's ownership of the Property, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the Property. Property Owner further represents and warrants that they have no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property which may have occurred prior to Property Owner 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 Owner agrees 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 Owner, 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 Owner under this Agreement be applied to the balance of said encumbrances, then any such payment shall be made from Property Owner's proceeds through this escrow, subject to Property Owner's pre-approval.

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 \$13,200 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 Owner 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 Owner, 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 Owner has 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 Owner 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 Owner 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 Owner 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 Owner;
- 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 Owner 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 Owner and District and retain all funds and documents pending receipt of further instructions jointly issued by Property Owner 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, 2013, any party who then shall have fully complied with these instructions 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 paragraphs 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 Owner. 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 Owner with at least ninety (90) days advance written notice of the anticipated date of construction commencement of the Waterline Intertie Project so that all crops can be harvested before the commencement of Project construction.

B. Harvest of Crops. Property Owner agrees 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 under paragraph 8A above. Property Owner agrees 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, until after all District Project construction and restoration work is completed, and then only in the Temporary Construction Easement Area.

C. Modification and Protection of Irrigation Lines, Utilities and Appurtenances. District agrees to protect or restore the existing operating waterlines, utilities and irrigation systems on the Property. To aid District in assuring the protection of these irrigation facilities, Property Owner has identified the approximate locations of such facilities on Exhibit II, attached hereto. During construction, the District may make modifications to or relocate the waterlines, utilities and irrigation systems in conjunction with completing its construction. Any modification or relocation done by the District shall be done in a manner so as to assure that flow of water for irrigation purposes is not interrupted for a period of time that is harmful to crops growing upon the Property outside the areas described in the Easement Deed. Post-construction restoration of all operational waterlines and irrigation systems shall be to a functional condition comparable to that which existed prior to District's commencement of Project construction.

D. Shared Right of Access. District shall have its contractors provide and maintain sufficient access routes to facilitate Property Owner's access needs during the Project construction period. These routes will be non-exclusive and may be moved from time to time during the Project construction period. Upon completion of District's Project construction, the farm access road that runs from Joshua Street to the District Tank Site may be improved by District with up to 20' wide,

with aggregate base, or such other improvement as is required under the County Fire Department standards.

E. Dust Control. District will require their contractor to implement dust control measures throughout the construction period.

F. Topsoil Restoration. District shall segregate excavated topsoil from deeper soils, and restore topsoil in Temporary Construction Easement areas that will be returned to surface farming in a manner that mimics the pre-construction condition upon completion of construction.

G. 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 Owner warrants 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 Owner hereby authorizes and instructs 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 OWNER'S WARRANTIES. The undersigned signatory(ies) signing on behalf of Property Owner warrant(s) that he/she is the authorized signatory(ies) on behalf of Property Owner, that Property Owner owns the Property, and that Property Owner is authorized to convey the herein referenced easement rights, under the terms and conditions specified herein, and that to Property Owner's knowledge, there are no toxic or hazardous wastes or materials, including asbestos, attributable to or affecting the Property. Further, Property Owner warrants that they are not aware of any boundary disputes regarding the Property. Property Owner's 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 Owner is 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 Owner hereby authorizes 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 Owner 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:

Property Owner:



David Jauregui


Martha Jauregui


Maria Magdaleno


Jose L. Pacheco


Esperanza Pacheco

Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004

By: 

Cidronio Garcia, Trustee

By: 

Justina Garcia, Trustee

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: 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. 090-291-041

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 and Temporary Construction Easements
- "C" – Depiction of the Permanent Easement and Temporary Construction 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 David Jaurequi and Martha Jaurequi, husband and wife as joint tenants, as to an undivided 25% interest; Maria Magdaleno, a widow, as to an undivided 25% interest; Jose L. Pacheco and Esperanza Pacheco, husband and wife as joint tenants, as to an undivided 25% interest; and Cidronio Garcia and Justina Garcia, as Trustees of the Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004, as to an undivided 25% interest, all as Tenants as Common (collectively "Grantor"), with reference to the following recitals:

RECITALS

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 as Lot 3 in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to grant and dedicate, irrevocably, to the District, a permanent easement and temporary construction 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 a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto and incorporated herein by reference.

2. **PURPOSE.** The purpose of the Easement is to provide access to and from District Facilities and to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities. These related facilities may include but are not limited to markers, air valves, control panel, antennae, fences, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, other buried utilities, pull boxes, and all related incidents, fixtures, and appurtenances. Markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground, but outside of the traveled right of way.

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, as described in Paragraph 2 above, 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.

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 without the District's prior written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, farming or grading operations, ripping, stockpiling, or use, or permit

others to use, explosives within the Easement Area. 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. The Easement is subject to all existing canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District Facilities and/or District's exercise of the rights described herein, provided, however, District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent and/or temporary nature, and any earth cover or stockpile of material placed without the District's prior written consent, which interfere with District Facilities and/or District's use of the Easement Area. Grantor shall not construct, nor permit others to construct or operate, such permanent or temporary facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the subsurface District Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, District shall have the right to do all things necessary and proper to remove any such vegetation, explosives, mining operations, improvements, and materials, 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.

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 without the prior written approval of the District, which approval shall not be withheld unreasonably; 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 D are incorporated herein by reference as though set forth at length.

4. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" and depicted in Exhibit "C", attached hereto and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction

Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

This Temporary Construction Easement shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Grantor by US Mail or other reputable carrier, and shall automatically terminate two years following commencement of construction on the Real Property or upon completion of District's Project construction, whichever occurs first; provided, however, that District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the one (1) year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor One Hundred Thirty Eight Dollars (\$138) for each three (3) month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

Signatures on following pages...

GRANTOR:

Date: _____

By: _____
David Jaurequi

Date: _____

By: _____
Martha Jaurequi

State of California)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared David Jaurequi and Martha Jaurequi who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her 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)

GRANTOR:

Date: _____

By: Maria Magdaleno
Maria Magdaleno

State of California)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Maria Magdaleno who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same in her authorized
capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

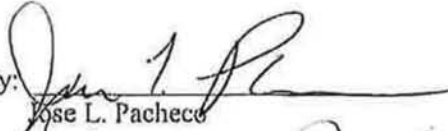
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal

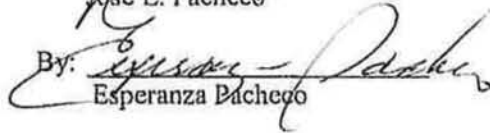
Signature _____ (Seal)

GRANTOR:

Date: _____

By: 
Jose L. Pacheco

Date: _____

By: 
Esperanza Pacheco

State of California)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Jose L. Pacheco and Esperanza Pacheco who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her 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)

GRANTOR:

Cidronio and Justina Garcia Revocable
Living Trust dated June 14, 2004

Date: _____

By: _____
Cidronio Garcia, Trustee

Date: _____

By: _____
Justina Garcia, Trustee

State of California)
County of _____)

On _____, before me, _____,
Notary Public, personally appeared Cidronio Garcia and Justina Garcia who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her 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)

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, dated _____, 2011, from Grantor, 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, District General Manager

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

EXHIBIT I PAGE 11 OF 13

EXHIBIT A

EXHIBIT "B"

LEGAL DESCRIPTION

Over a portion of APN: 090-291-041 (County of San Luis Obispo)

PARCEL "A" (Permanent Easement Area)

Being that portion of Santa Maria Vista Road lying within Lot 3 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County.

Containing 43,896 square feet more or less.

PARCEL "B" (Temporary Easement Area)

Being the southeasterly five feet of Lot 3 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County, and lying within Alta Vista Lane as shown on said map.

Excepting therefrom any portion lying within the above described Parcel "A".

Containing 4,094 square feet more or less.

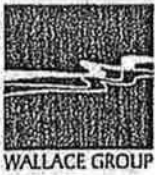
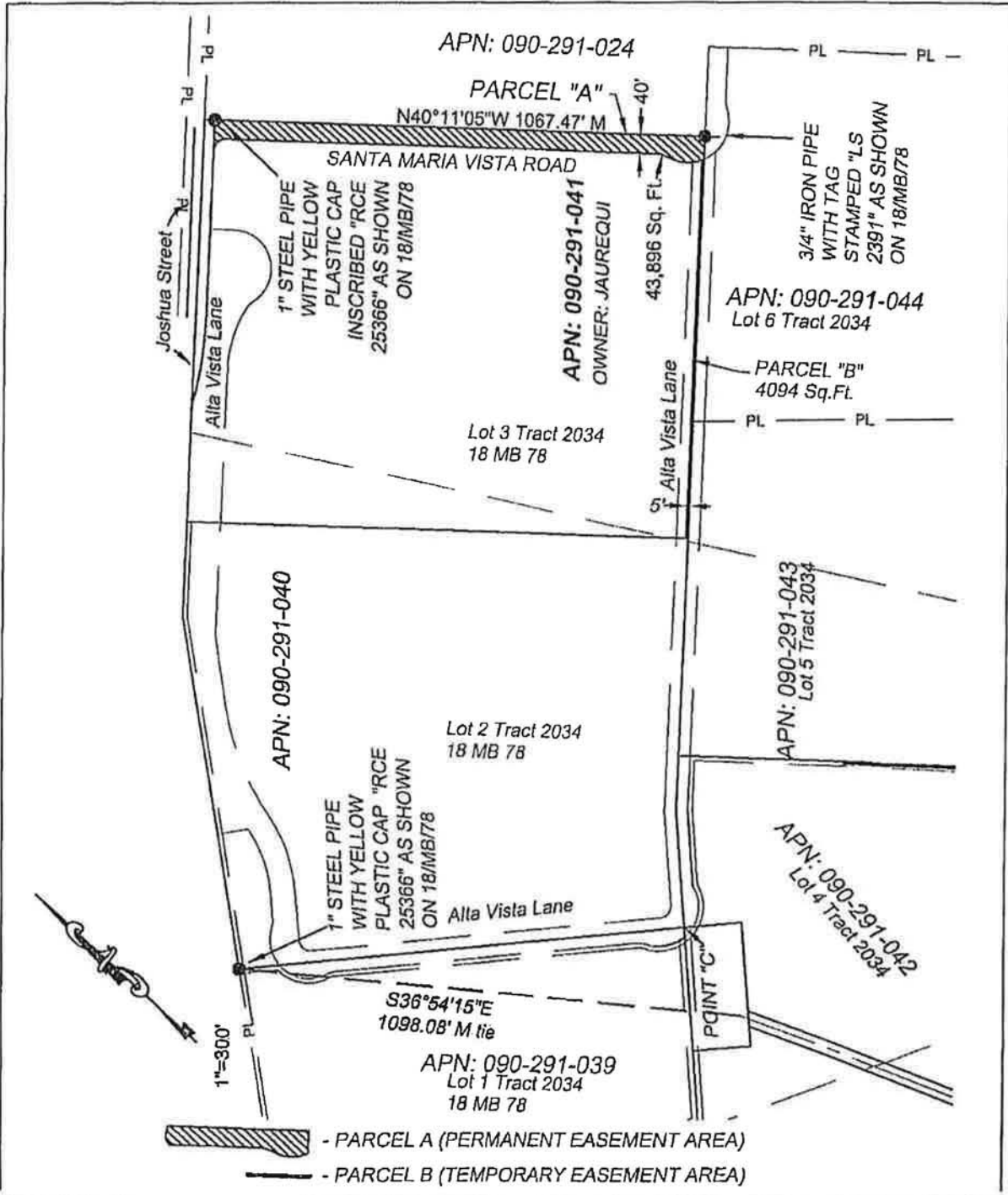
The above described strips of land are graphically shown on the Exhibit "C" attached hereto and made a part hereof.

END DESCRIPTION

Joseph T. Morris

Joseph T. Morris, PLS 6192 7/06/11

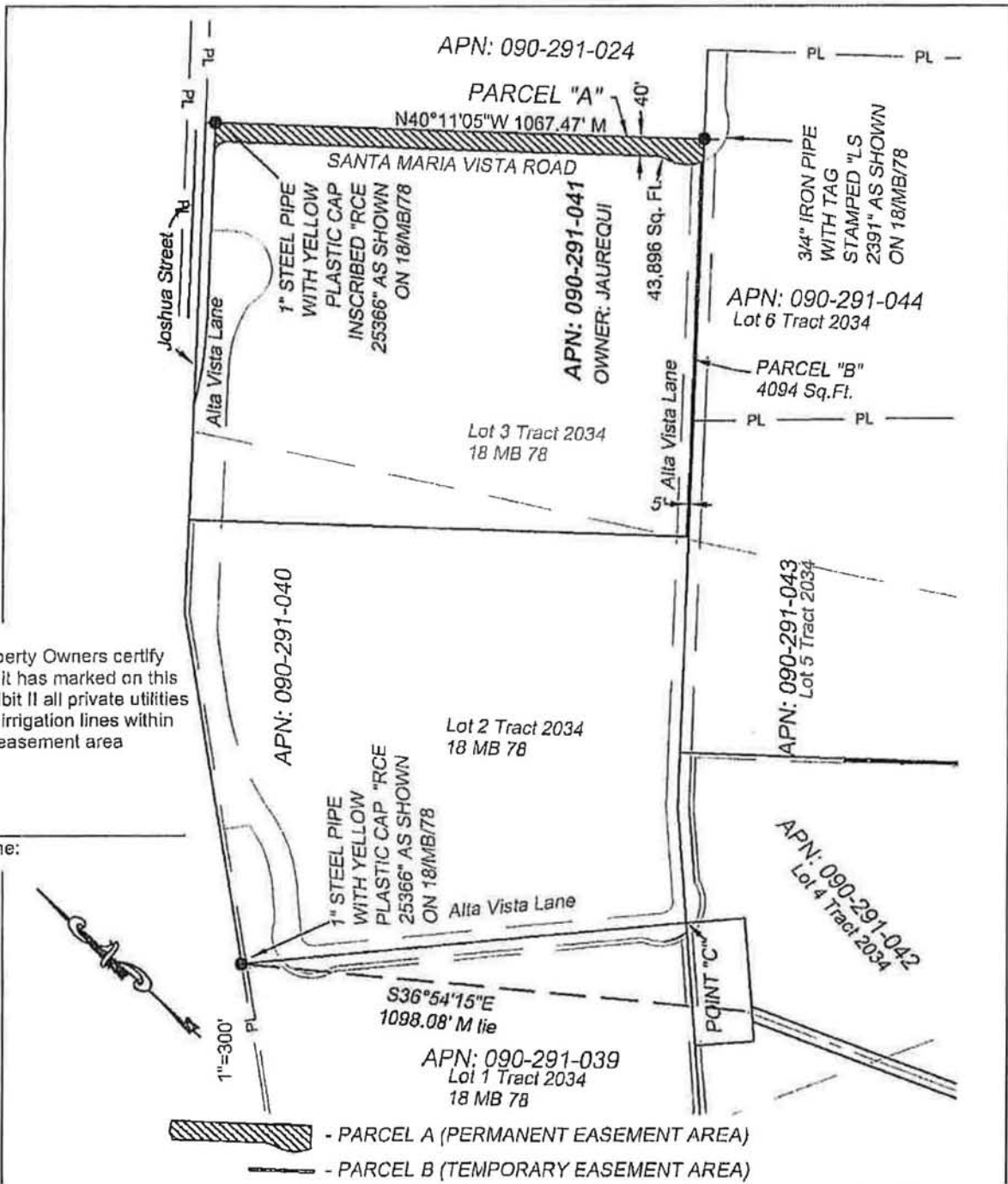




612 CLARION COURT
 SAN LUIS OBISPO, CA 93401
 T 805 544-4011
 F 805 544-4294
 www.wallacegroup.us

EXHIBIT C PERMANENT & TEMPORARY EASEMENTS PORTIONS OF ALTA VISTA LANE AND SANTA MARIA VISTA ROAD IN THE COUNTY OF SAN LUIS OBISPO, CA

PROJECT NO. 0532-0024
532-0024 Lega-10.dwg
SURVEYED BY: EMR 10-12/2008
DRAFTED BY: ML 7-6-2011
CHECKED BY: JTM 7-6-2011



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

by: _____
Name: _____



612 CLARION COURT
SAN LUIS OBISPO, CA 93101
T 805 544-1011
F 805 544-4204
www.wallacegroup.us

PERMANENT & TEMPORARY EASEMENTS PORTIONS OF ALTA VISTA LANE AND SANTA MARIA VISTA ROAD IN THE COUNTY OF SAN LUIS OBISPO, CA

PROJECT NO. 0532-0024

532-0024 Lega-10.dwg

SURVEYED BY: EMR 10-12/2008

DRAFTED BY: ML 7-6-2011

CHECKED BY: JTM 7-6-2011

EXHIBIT II

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 090-291-041

MEMORANDUM OF AGREEMENT FOR EASEMENT PURCHASE

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

David Jaurequi and Martha Jaurequi, husband and wife as joint tenants, as to an undivided 25% interest; Marla Magdaleno, a widow, as to an undivided 25% interest; Jose L. Pacheco and Esperanza Pacheco, husband and wife as joint tenants, as to an undivided 25% interest; and Cidronio Garcia and Justina Garcia, as Trustees of the Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004, as to an undivided 25% interest, all as Tenants as Common, hereinafter collectively referred to as "Owner."

RECITALS

A. Owner owns property in the County of San Luis Obispo referred to as Assessor's

Parcel Number 090-291-041 and legally described as Lot 3 in Exhibit "A" (hereinafter referred to as "Real Property");

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

C. The Real Property Purchase Agreement grants easements which include 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 Owner hereby authorizes 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 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. Escrow on this purchase must close on or before July 31, 2013. District has rights to enter the portions of the Real Property on which rights are being acquired by District to make inspections and investigations during escrow.

OWNER

David and Martha Jaurequi

By: _____
David Jaurequi

By: _____
Martha Jaurequi

María Magdaleno

By: María Magdaleno
María Magdaleno

Jose L. and Esperanza Pacheco

By: _____

Jose L. Pacheco

By: _____

Esperanza Pacheco

Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004

By: _____

Cidronio Garcia, Trustee

By: _____

Justina Garcia, Trustee

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

James Harrison, President

ATTEST:

By: _____

Michael LeBrun, District General Manager

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared David Jaurequi and Martha Jaurequi, 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]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Maria Magdaleno, 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]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Jose L. Pacheco and Esperanza Pacheco, 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]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Cidronio Garcia and Justina Garcia, 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]

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]

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

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
Space above line for Recorder's Use

No Documentary Transfer Tax
per REV & TAX CODE 11922

APN 090-291-041

MEMORANDUM OF AGREEMENT FOR EASEMENT PURCHASE

Resolution No. _____

This MEMORANDUM OF AGREEMENT FOR PERMANENT EASEMENT is made and entered into this 28th day of October, 2011,

by and between

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

and

David Jaurequi and Martha Jaurequi, husband and wife as joint tenants, as to an undivided 25% interest; Maria Magdaleno, a widow, as to an undivided 25% interest; Jose L. Pacheco and Esperanza Pacheco, husband and wife as joint tenants, as to an undivided 25% interest; and Cidronio Garcia and Justina Garcia, as Trustees of the Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004, as to an undivided 25% interest, all as Tenants as Common, hereinafter collectively referred to as "Owner."

RECITALS

A. Owner owns property in the County of San Luis Obispo referred to as Assessor's

Parcel Number 090-291-041 and legally described as Lot 3 in Exhibit "A" (hereinafter referred to as "Real Property");

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

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

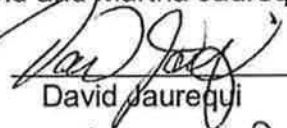
D. Paragraph 14 of said Agreement states as follows:


"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 Owner hereby authorizes 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 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. Escrow on this purchase must close on or before July 31, 2013. District has rights to enter the portions of the Real Property on which rights are being acquired by District to make inspections and investigations during escrow.

OWNER

David and Martha Jaurequi

By: 
David Jaurequi

By: 
Martha Jaurequi

Maria Magdaleno

By: _____
Maria Magdaleno

Parcel Number 090-291-041 and legally described as Lot 3 in Exhibit "A" (hereinafter referred to as "Real Property");

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

C. The Real Property Purchase Agreement grants easements which include 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 Owner hereby authorizes 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 Owner agree to submit appropriate release documents to remove said Memorandum of Agreement from title."

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OWNER

David and Martha Jaurequi

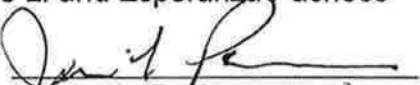
By: _____
David Jaurequi

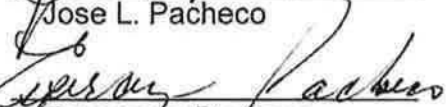
By: _____
Martha Jaurequi

Maria Magdaleno

By: 
Maria Magdaleno


Jose L. and Esperanza Pacheco

By: 
Jose L. Pacheco

By: 
Esperanza Pacheco

Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004

By: 
Cidronio Garcia, Trustee

By: 
Justina Garcia, Trustee

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
James Harrison, President

ATTEST:

By: _____
Michael LeBrun, District General Manager

STATE OF CALIFORNIA)
COUNTY OF ~~SAN LUIS OBISPO~~)
SANTA BARBARA

On October 28, 2011, before me, Cathy A. Springford, Notary Public, personally appeared David Jaurequi and Martha Jaurequi, 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 ^{they} he executed the same in ^{their} his authorized capacity, and that by ^{their} 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]



STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Maria Magdaleno, 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]

STATE OF CALIFORNIA)
COUNTY OF ~~SAN LUIS OBISPO~~)
SANTA BARBARA

On 10-28-11, before me, Cathy A. Springford, Notary Public, personally appeared Jose L. Pacheco and Esperanza Pacheco, 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 ^{they} he executed the same in ^{their} his authorized capacity, and that by ^{their} 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]



STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared David Jauregui and Martha Jauregui, 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]

STATE OF ~~CALIFORNIA~~ ILLINOIS)
COUNTY OF ~~SAN LUIS OBISPO~~ COOK)

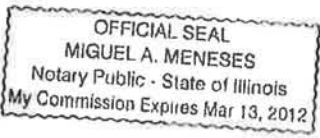
On November 10, 2011, before me, Miguel A. Menezes, Notary Public, personally appeared Maria Magdaleno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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 Miguel A. Menezes [Seal]

11/10/11



STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Notary Public, personally appeared Jose L. Pacheco and Esperanza Pacheco, 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.

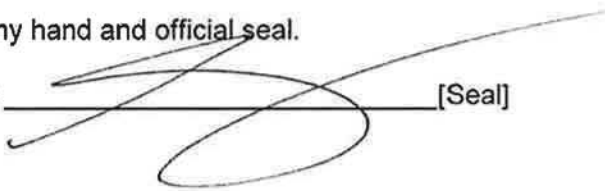
Signature _____ [Seal]

STATE OF CALIFORNIA)
COUNTY OF ~~SAN LUIS OBISPO~~)
 SANTA BARBARA

On 10-28-11, before me, Cathy A. Springford, Notary Public, personally appeared Cidronio Garcia and Justina Garcia, 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~~^{they} executed the same in ~~his~~^{their} authorized capacity, and that by ~~his~~^{their} 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]



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]

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

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. 090-291-041

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 and Temporary Construction Easements
- "C" – Depiction of the Permanent Easement and Temporary Construction Easement

This Grant of Easement to the Nipomo Community Services District ("District") and Covenants Running With The Land (herein the "'Easement'") is made this 28th day of October, 2011, by David Jaurequi and Martha Jaurequi, husband and wife as joint tenants, as to an undivided 25% interest; Maria Magdaleno, a widow, as to an undivided 25% interest; Jose L. Pacheco and Esperanza Pacheco, husband and wife as joint tenants, as to an undivided 25% interest; and Cidronio Garcia and Justina Garcia, as Trustees of the Cidronio and Justina Garcia Revocable Living Trust dated June 14, 2004, as to an undivided 25% interest, all as Tenants as Common (collectively "Grantor"), with reference to the following recitals:

RECITALS

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 as Lot 3 in Exhibit "A" attached hereto and incorporated herein by reference.

B. Grantor desires to grant and dedicate, irrevocably, to the District, a permanent easement and temporary construction 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 a permanent easement (herein "Easement" or "Easement Area") in gross, more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto and incorporated herein by reference.

2. **PURPOSE.** The purpose of the Easement is to provide access to and from District Facilities and to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, replace, and maintain a water conduit, consisting of one or more underground water pipelines and related facilities. These related facilities may include but are not limited to markers, air valves, control panel, antennae, fences, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, other buried utilities, pull boxes, and all related incidents, fixtures, and appurtenances. Markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground, but outside of the traveled right of way.

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, as described in Paragraph 2 above, 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.

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 without the District's prior written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, farming or grading operations, ripping, stockpiling, or use, or permit

others to use, explosives within the Easement Area. 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. The Easement is subject to all existing canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date the Easement is granted, and all future uses which do not directly or indirectly interfere with or endanger District Facilities and/or District's exercise of the rights described herein, provided, however, District shall have the right to clear and keep clear from the Easement Area all explosives, buildings, structures, walls, and other facilities of a permanent and/or temporary nature, and any earth cover or stockpile of material placed without the District's prior written consent, which interfere with District Facilities and/or District's use of the Easement Area. Grantor shall not construct, nor permit others to construct or operate, such permanent or temporary facilities which conflict with District's ability to use the Easement Area. District shall have the right of exclusive use and possession within the Easement Area for a distance of two (2) feet in every direction around the outside surface of the subsurface District Facilities. In addition to any other legal and equitable remedies for violations of this paragraph, District shall have the right to do all things necessary and proper to remove any such vegetation, explosives, mining operations, improvements, and materials, 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.

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 without the prior written approval of the District, which approval shall not be withheld unreasonably; 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 D are incorporated herein by reference as though set forth at length.

4. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Grantor hereby grants and conveys to District a temporary construction easement for the purposes of facilitating construction of District Facilities, including the right to place equipment and vehicles, pile earth thereon. Such Temporary Construction Easement (herein "Temporary Construction Easement Area") is more particularly described in Exhibit "B" and depicted in Exhibit "C", attached hereto and incorporated herein by this reference. Upon completion of said construction, said Temporary Construction

Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

This Temporary Construction Easement shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Grantor by US Mail or other reputable carrier, and shall automatically terminate two years following commencement of construction on the Real Property or upon completion of District's Project construction, whichever occurs first; provided, however, that District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the ~~one~~^{two} (2) year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor One Hundred Thirty Eight Dollars (\$138) for each three (3) month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

J.T.P
J.C.B
J.G.
m.j.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

Easement Area will be generally restored to the condition that existed prior to construction to the extent reasonably practical, unless otherwise agreed to in writing between Grantor and District.

This Temporary Construction Easement shall commence thirty (30) days following the date a Notice of Commencement of Construction is sent by District to Grantor by US Mail or other reputable carrier, and shall automatically terminate two years following commencement of construction on the Real Property or upon completion of District's Project construction, whichever occurs first; provided, however, that District shall have the right to extend the Temporary Construction Easement term in additional three (3) month increments if District determines that additional time beyond the ~~one (1)~~^{two (2)} year period is necessary for construction completion. In such case, District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor One Hundred Thirty Eight Dollars (\$138) for each three (3) month extension term exercised. Payment for any such extensions shall be paid by District to Grantor concurrent with District's written notice to Grantor of District's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2015.

5. **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.

6. **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.

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8. **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.

9. **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.

10. **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.

11. **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.

Signatures on following pages...

GRANTOR:

Date: 28 Oct 11

By: *David Jaurequi*
David Jaurequi

Date: 10-28-11

By: *Martha Jaurequi*
Martha Jaurequi

State of California)
County of Santa Barbara)

On October 28, 2011, before me, Cathy A. Springford,
Notary Public, personally appeared David Jaurequi and Martha Jaurequi who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that ~~she~~^{they} executed the same in ~~her~~^{their}
authorized capacity, and that by ~~her~~^{their} 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 *[Signature]* (Seal)



GRANTOR:

Date: 11-10-11

By: Maria Magdaleno
Maria Magdaleno

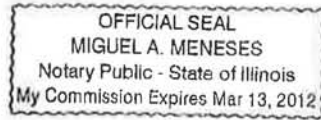
State of ~~California~~ ^{ILLINOIS})
County of COOK)

On November 10, 2011, before me, Miguel A. Meneses,
Notary Public, personally appeared Maria Magdaleno who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same in her authorized
capacity, and that by her 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 Miguel A. Meneses (Seal) ^{11/10/11}



GRANTOR:

Date: 10/28/2011

By: [Signature]
Jose L. Pacheco

Date: 10-28-2011

By: [Signature]
Esperanza Pacheco

State of California)
County of Santa Barbara)

On Oct. 28, 2011, before me, Cathy A. Springford,
Notary Public, personally appeared Jose L. Pacheco and Esperanza Pacheco who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that ~~she~~ ^{they} executed the same
in ~~her~~ ^{their} authorized capacity, and that by ~~her~~ ^{their} 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 [Signature] (Seal)



GRANTOR:

Cidronio and Justina Garcia Revocable
Living Trust dated June 14, 2004

Date: 10-28-11

By: Cidronio Garcia
Cidronio Garcia, Trustee

Date: 10-28-11

By: Justina Garcia
Justina Garcia, Trustee

State of California)
County of Santa Barbara)

On 10-28-11, before me, Cathy A. Springford,
Notary Public, personally appeared Cidronio Garcia and Justina Garcia who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that ~~she~~^{they} executed the same in ~~her~~^{their}
authorized capacity, and that by ~~her~~^{their} 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 [Handwritten Signature] (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, dated _____, 2011, from Grantor, 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, District General Manager

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 2034, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 9, 1999 IN BOOK 18 OF MAPS AT PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER THE LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR TO DRILL THROUGH THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, RESERVED BY NEXUS ASSOCIATES, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 27, 1978 IN BOOK 2043 PAGE 185 OF OFFICIAL RECORDS.

APN: 090-291-039 through 044

EXHIBIT A

EXHIBIT "B"

LEGAL DESCRIPTION

Over a portion of APN: 090-291-041 (County of San Luis Obispo)

PARCEL "A" (Permanent Easement Area)

Being that portion of Santa Maria Vista Road lying within Lot 3 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County.

Containing 43,896 square feet more or less.

PARCEL "B" (Temporary Easement Area)

Being the southeasterly five feet of Lot 3 of Tract No. 2034 in the County of San Luis Obispo, State of California, according to the map filed in Book 18 at Page 78 of Maps in the Office of the County Recorder of said County, and lying within Alta Vista Lane as shown on said map.

Excepting therefrom any portion lying within the above described Parcel "A".

Containing 4,094 square feet more or less.

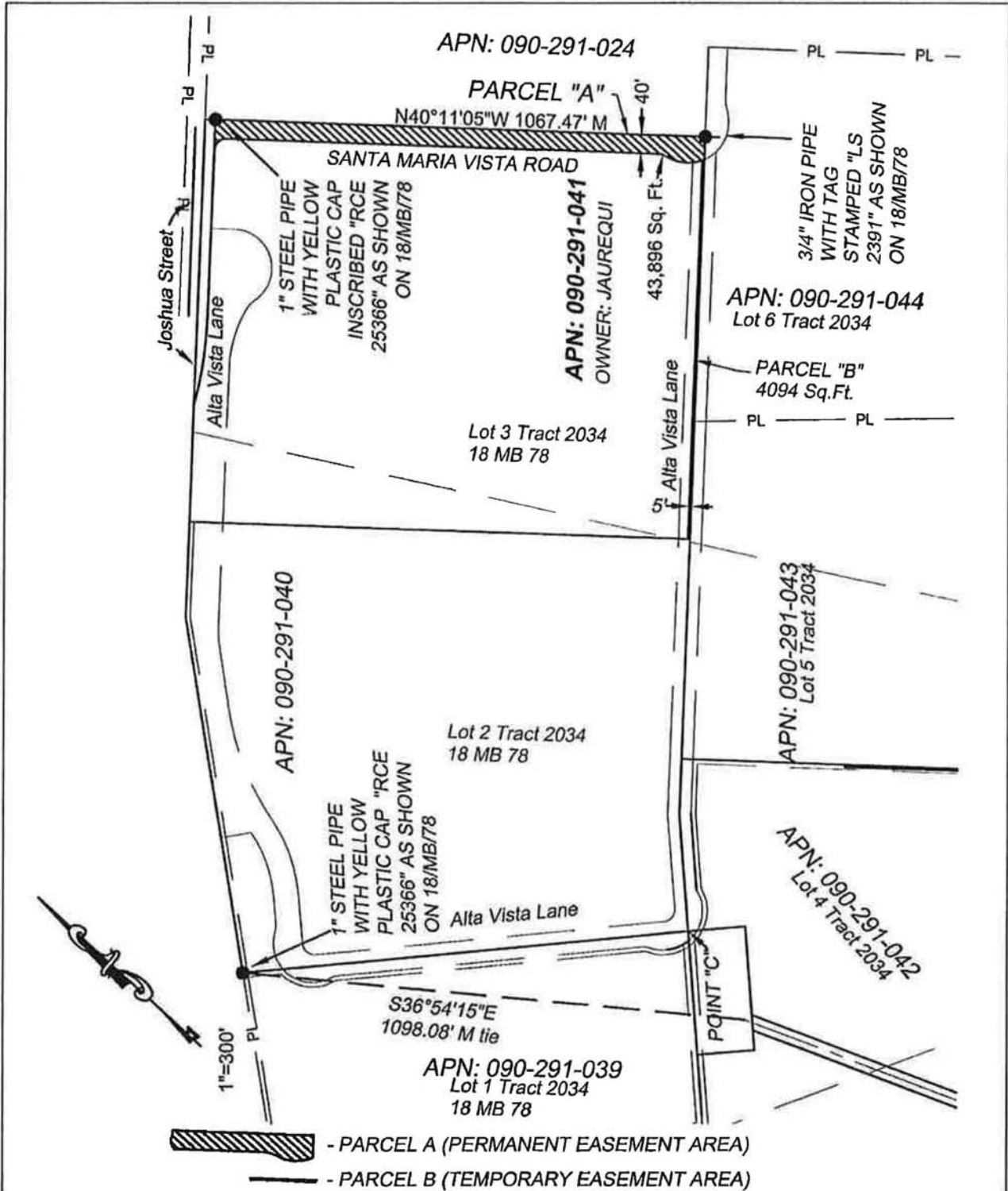
The above described strips of land are graphically shown on the Exhibit "C" attached hereto and made a part hereof.

END DESCRIPTION

Joseph T. Morris

Joseph T. Morris, PLS 6192 7/06/11





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

EXHIBIT C PERMANENT & TEMPORARY EASEMENTS PORTIONS OF ALTA VISTA LANE AND SANTA MARIA VISTA ROAD IN THE COUNTY OF SAN LUIS OBISPO, CA

PROJECT NO. 0532-0024	
532-0024 Lega-10.dwg	
SURVEYED BY: EMR 10-12/2008	
DRAFTED BY: ML 7-6-2011	
CHECKED BY: JTM 7-6-2011	