

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *msl*
GENERAL MANAGER
DATE: JUNE 22, 2012



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 removed. If discussion is desired, the item may be removed from the Consent Agenda by a Board member and will be considered separately at the conclusion of the Administrative Items. Individual items on the Consent Agenda are approved by the same vote that approves the Consent Agenda, unless an item is pulled for separate consideration. The recommendations for each item are noted in bracket. Members of the public may comment on the Consent Agenda items.

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

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) APPROVE JUNE 13, 2012 REGULAR BOARD MEETING MINUTES
[RECOMMEND APPROVE]
- D-3) ACCEPT EASEMENTS 751 WIDOW LANE [RECOMMEND ACCEPT EASEMENTS]
- D-4) APPROVE APPLICATION OF SAINT JOSEPHS CHURCH FOR SEWER SERVICE
UNDER AN EXISTING OUTSIDE USER AGREEMENT [APPROVE APPLICATION]

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN *M.S.L.*
 GENERAL MANAGER
 DATE: JUNE 22, 2012

**AGENDA ITEM
 D-1
 JUNE 27, 2012**

**TOTAL COMPUTER CHECKS
 \$158,552.55**

HAND WRITTEN CHECKS

06-11-12	10070	AIR POLLUTION CONTROL DIST	APPLICATION FEE	\$195.00
06-27-12	10071	ROBERT GOSNEY	WASHER REBATE	\$75.00
06-27-12	10072	NORMA GARCIA	WASHER REBATE	\$75.00
06-27-12	10073	RONALD THRONDSO	WASHER REBATE	\$75.00
VOIDS - 20766				

COMPUTER GENERATED CHECKS

20814	06/22/12	EMP01	EMPLOYMENT DEVELOP DEPT	1.27	.00	1.27	B20611	STATE INCOME TAX
				1234.07	.00	1234.07	B20618	STATE INCOME TAX
				23.98	.00	23.98	1B20611	STATE INCOME TAX
			Check Total.....:	1259.32	.00	1259.32		
20815	06/22/12	MID01	RABOBANK-PAYROLL TAX DEPO	51.75	.00	51.75	B20611	FEDERAL INCOME TAX
				3441.26	.00	3441.26	B20618	FEDERAL INCOME TAX
				41.00	.00	41.00	1B20611	MEDICARE (FICA)
				83.20	.00	83.20	1B20618	FICA
				90.83	.00	90.83	2B20611	FEDERAL INCOME TAX
				925.70	.00	925.70	2B20618	MEDICARE (FICA)
				10.54	.00	10.54	3B20611	MEDICARE (FICA)
			Check Total.....:	4644.28	.00	4644.28		
20816	06/22/12	MID02	RABOBANK-DIRECT DEPOSIT	24217.57	.00	24217.57	B20618	NET PAY
20817	06/22/12	PER01	PERS RETIREMENT	400.95	.00	400.95	B20611	PERS PAYROLL REMITTANCE
				8290.45	.00	8290.45	B20618	PERS PAYROLL REMITTANCE
				8708.20	.00	8708.20	1B20611	PERS PAYROLL REMITTANCE
			Check Total.....:	17399.60	.00	17399.60		
20818	06/22/12	STA01	CALPERS 457 DEFERRED COMP	2005.00	.00	2005.00	B20618	457 DEFERRED COMP
020819	06/27/12	AIR01	AIR POLLUTION CONTROL	1048.00	.00	1048.00	14539	PERMIT RENEWAL-SOUTHLAND
				392.00	.00	392.00	14561	PERMIT RENEWAL-SUNDALE
			Check Total.....:	1440.00	.00	1440.00		
020820	06/27/12	AME03	AMERI PRIDE	134.66	.00	134.66	22821	UNIFORMS
				80.02	.00	80.02	23104	UNIFORMS
				129.24	.00	129.24	628938	UNIFORMS
				119.71	.00	119.71	652377	UNIFORMS
				193.62	.00	193.62	657107	UNIFORMS
			Check Total.....:	657.25	.00	657.25		
020821	06/27/12	ATT02	AT&T	185.07	.00	185.07	3437152	TELEPHONE
020822	06/27/12	AVC01	AVCO FIRE EXTINGUISHER C.	591.77	.00	591.77	5324	RECHARGE FIRE EXT./TRAINI
020823	06/27/12	AWW02	AMERICAN WATER WORKS ASSO	936.25	.00	936.25	601478	H2O DIST OPERATOR TRAININ
020824	06/27/12	BRE02	BRENNTAG PACIFIC INC.	536.62	.00	536.62	BPI204007	SODIUM HYPOCHLORITE
				834.32	.00	834.32	BPI204008	SODIUM HYPOCHLORITE
				377.90	.00	377.90	BPI207721	SODIUM HYPOCHLORITE
				919.18	.00	919.18	BPI207722	SODIUM HYPOCHLORITE
			Check Total.....:	2668.02	.00	2668.02		
020825	06/27/12	CAN02	CANNON CORPORATION	2866.25	.00	2866.25	52779	NIPOMO WELL NO. 4
				1377.50	.00	1377.50	52783	LA MIRANDA L/S LT FAULT
			Check Total.....:	4243.75	.00	4243.75		
020826	06/27/12	CLE06	CNSSLO INC	2041.00	.00	2041.00	14808	COMPUTER SUPPORT
020827	06/27/12	DEP03	DEPT OF HEALTH SERVICES	50.00	.00	50.00	B20622	MALDONADO-D1 EXAM
020828	06/27/12	DKF01	DKF SOLUTIONS GROUP, LLC	350.00	.00	350.00	1579	MONTHLY SAFETY SUBSCRIPTI
020829	06/27/12	ESR01	ENVIRONMENTAL SYSTEMS RES	1772.98	.00	1772.98	92501066	ARCGIS MAINTENANCE AGREEM
020830	06/27/12	FED01	FED EX	30.17	.00	30.17	792253641	SHIPPING-IRON PLANET
020831	06/27/12	HAM02	HAMNER JEWELL & ASSOCIATE	518.75	.00	518.75	5771	WATERLINE INTERTIE
020832	06/27/12	HAY01	HAYES ADVANCED DESIGN	3660.00	.00	3660.00	502107	SLURRY COAT/RE-STRIPE-BLW
020833	06/27/12	LEB02	LeBRUN, MICHAEL	65.00	.00	65.00	JUNE	REIMBURSEMENT-CELL PHONE
020834	06/27/12	MOR02	MORE OFFICE SOLUTIONS	178.58	.00	178.58	268717	B&W/COLOR COPIES

TO: BOARD OF DIRECTORS
 FROM: MICHAEL S. LEBRUN
 GENERAL MANAGER
 DATE: JUNE 22, 2012

AGENDA ITEM
D-1
JUNE 27, 2012
PAGE TWO

020835	06/27/12	NEX01	NEXTEL COMMUNICATIONS	491.72	.00	491.72	MAY 2012	CELLULAR SERVICE
020836	06/27/12	NUT01	NU TECH PEST MGMT	274.00	.00	274.00	91820	PEST CONTROL
				75.00	.00	75.00	91821	RODENT CONTROL
			Check Total.....:	349.00	.00	349.00		
020837	06/27/12	OFF01	OFFICE DEPOT	71.62	.00	71.62	613970745	OFFICE SUPPLIES
				16.08	.00	16.08	613974895	OFFICE SUPPLIES
			Check Total.....:	87.70	.00	87.70		
020838	06/27/12	PGE01	P G & E	61356.35	.00	61356.35	MAY 2012	ELECTRICITY-MAY
020839	06/27/12	POO01	POOR RICHARD'S PRESS	55.53	.00	55.53	228536A	MAIL LATE NOTICES
				222.18	.00	222.18	228536B	POSTAGE-LATE NOTICES
				137.34	.00	137.34	228589A	MAIL BILLS
				578.11	.00	578.11	228589B	POSTAGE-BILLS
			Check Total.....:	993.16	.00	993.16		
020840	06/27/12	SAN04	SANTA MARIA TIMES	149.75	.00	149.75	B20621	SUBSCRIPTION RENEWAL
020841	06/27/12	SCI01	SCIENCE DISCOVERY	1399.92	.00	1399.92	596NCSD	EDUCATION-WATER CONSERVAT
020842	06/27/12	SHI01	SHIPSEY & SEITZ, INC	12409.20	.00	12409.20	MAY 2012	LEGAL SERVICES 5/31/12
020843	06/27/12	TAF01	TAFT ELECTRIC	190.00	.00	190.00	30924-7	SWWTP-MAINT TO AIR BLOWER
				380.00	.00	380.00	30924-6A	TEJAS L/S-WIRING
				190.00	.00	190.00	30924-6B	JUNIPER L/S WIRING DIAGRA
			Check Total.....:	760.00	.00	760.00		
020844	06/27/12	THE01	THE GAS COMPANY	16.14	.00	16.14	JUN 2012	HEAT-SHOP
020845	06/27/12	TIT01	TITAN INDUSTRIAL & SAFETY	155.51	.00	155.51	1050361	GLOVES
020846	06/27/12	USA01	USA BLUEBOOK	536.33	.00	536.33	687201	C/2 PUMP MAINT SUPPLIES
				390.80	.00	390.80	687461	DECHLORINATION TABLETS
				124.26	.00	124.26	692987	OPERATOR HANDBOOKS
			Check Total.....:	1051.39	.00	1051.39		
020847	06/27/12	WAG01	WAGNER & BONSIGNORE	2694.32	.00	2694.32	06-12-1	GENERAL CONSULTATION
				3562.50	.00	3562.50	06-12-2	GROUNDWATER LITIGATION
			Check Total.....:	6256.82	.00	6256.82		
020848	06/27/12	WAL01	WALLACE GROUP	2058.96	.00	2058.96	33519	INTERTIE ASSESSMENT DISTR
				1740.82	.00	1740.82	33522	FOG OUTREACH & INSPECTION
			Check Total.....:	3799.78	.00	3799.78		
020849	06/27/12	WAT03	WATER ENVIRONMENT FEDERAT	220.00	.00	220.00	B20622	RENEWAL-GRIETENS
020850	06/27/12	WSC01	WSC	141.75	.00	141.75	442	CUWCC SUPPORT SERVICES

NIPOMO COMMUNITY SERVICES DISTRICT
Serving the Community Since 1965
REGULAR MINUTES OF THE BOARD OF DIRECTORS
JUNE 13, 2012, AT 9:00 A.M.
 BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

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

PRINCIPAL STAFF

MICHAEL 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 June 13, 2012, to order at 9:03 a.m. and led the flag salute.

President Harrison announced that Item E-6 would be taken before Item E-5 and Item G would be taken before Item E-7.

00:01:54

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

At Roll Call, Directors Gaddis, Eby, Winn, Vierheilig, and Harrison were present.

John Snyder, Nipomo Resident, handed out a chart he had prepared about water shortage and water demand.

00:04:37

C. PRESENTATIONS AND REPORTS**C-1) RECEIVE SPRING 2012 GROUNDWATER INDEX PRESENTATION BY BRAD NEWTON, Ph.D., P.G. OF WAGNER & BONSIGNORE CONSULTING CIVIL ENGINEERS**

Brad Newton, PhD., P.G. presented the Spring 2012 Groundwater Index Technical Memorandum and answered questions from the Board.

John Snyder, Nipomo Resident, stated he was disappointed in data.

District Legal Counsel, Jon Seitz, stated Mr. Newton is a PhD and his information is consistent with the NMMA and Northern Cities Technical Groups. Mr. Seitz stated that he has not seen a report that states we can pump our groundwater basin in perpetuity without causing damage.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

01:13:33

- C-2) NCS D DISTRICT ENGINEER PETER SEVCIK
Update Report re: Recent Activities

Peter Sevcik, District Engineer, reviewed the report as presented in the Board packet. Michael LeBrun, General Manager, and Mr. Sevcik answered questions from the Board. The Board thanked Mr. Sevcik for his report.

- C-2) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST AND REPORTS ON ATTENDANCE AT PUBLIC MEETINGS, TRAINING PROGRAMS, CONFERENCES, AND SEMINARS.
Receive Announcements and Reports from Directors

Director Gaddis

- June 25 – SCAC will meet at 6:30 p.m. in NCS D Board Room.

Director Eby

- June 7 – Wastewater Recycling Forum was held at South County Regional Center.
- June 21 – No LAFCO meeting that day.
- June 29 – NMMA TG will meet at 10:00 a.m. in NCS D Board Room.

Director Winn

- June 6 – WRAC met to discuss Resource Management System, Levels of Severity and Laetita proposal.
- June 6 – He also attended the Water Recycling Forum in AG, noting that all of the projects cost much more per acre-foot for recycled water than people expected and that they all took 15-20 years, some longer.
- July 9 – WRAC will have a special meeting.

Director Harrison

- June 6 – Ethics Training course was held at Templeton Community Services District attended by Myself and Michael LeBrun.
- June 14 – Santa Maria River Nutrients and Pesticide Meeting in Santa Maria
- June 14 – He will give a speech at Gyros meeting.

The Board took a break from 10:40 a.m. to 10:50 a.m.

- C-3) RECEIVE PUBLIC COMMENT ON PRESENTATIONS AND REPORTS PRESENTED UNDER ITEM C AND BY MOTION RECEIVE AND FILE PRESENTATIONS AND REPORTS

There was no public comment.

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

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

Nipomo Community Services District
REGULAR MEETING
MINUTES

00:50:50

D. CONSENT AGENDA

D-1) WARRANTS

D-2) APPROVE THE FOLLOWING MEETING MINUTES:

MAY 23, 2012 REGULAR BOARD MEETING MINUTES

D-3) RESOLUTION COMMENDING RETIRED UNDERSHERIFF MARTIN BASTI

Director Vierheilg requested Item D-3 be pulled.

There was no public comment.

Upon the motion of Director Vierheilg and seconded by Director Eby, the Board approved the Consent Agenda Items D-1 and D-2. Vote 5-0.

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

Upon the motion of Director Vierheilg and seconded by Director Winn, the Board approved the Consent Agenda D-3 as amended. Vote 5-0.

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

RESOLUTION NO. 2012-1260
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COMMENDING MARTIN BASIE FOR HIS
DEDICATED SERVICE TO THE SOUTH COUNTY

01:49:40

E. ADMINISTRATIVE ITEMS

E-1) PUBLIC HEARING – AUTHORIZE RECORDATION OF TAX LIENS FOR PROPERTIES IN ARREARS IN PAYMENT OF SOLID WASTE FEES

Michael Cook, NCSD resident, provided testimony that he has received garbage service since 2008 and is paying for service received. The on-going liens are an issue and he plans to take the garbage company to small claims court.

Brett Faulkner, Assistant District Manager of South County Sanitary, stated he will resolve the issue with Mr. Cook if possible and report back to the Board.

Upon the motion of Director Vierheilg and seconded by Director Winn, the Board adopted the Resolution 2012-1261, as amended. Vote 4-1, with Director Gaddis abstaining. (Director Gaddis abstained, pursuant to section 2.9 of the NCSD's by-laws; an abstained vote is counted as a no vote.)

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

RESOLUTION NO. 2012-1261
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
CONFIRMING REPORT OF DISTRICT GENERAL MANAGER FOR
UNPAID SOLID WASTE COLLECTION CHARGES

Nipomo Community Services District
REGULAR MEETING
MINUTES

02:30:37

E-2) PUBLIC/PROTEST HEARING – AUTHORIZE COLLECTION OF FY 2012-13
BLACKLAKE STREET LIGHT DISTRICT ASSESSMENTS

There was no public comment.

Upon the motion of Director Winn and seconded by Director Vierheilg, the Board
unanimously adopted the Resolution 2012-1262. Vote 5-0.

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

RESOLUTION NO. 2012-1262

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
PROVIDING FOR THE COLLECTION OF STREET LIGHT CHARGES ON
THE SAN LUIS OBISPO COUNTY TAX ROLLS FOR MAINTENANCE AND
OPERATION OF EXISTING PUBLIC STREET LIGHTS IN THE
BLACKLAKE VILLAGE

At 12:05 p.m. the Board adjourned to Closed Session and announced that Open Session
would resume at 2:00 p.m.

There was no public comment.

02:53:33

F. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD VS. NCSD (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9; NCSD VS. COUNTY SLO, ET AL. (CASE #CV090010)
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9, WHITLOW/NCSD (CASE # E20112E1116-00-APS FILED WITH THE DEPARTMENT OF FAIR HOUSING AND EMPLOYMENT)
4. ANNUAL PERFORMANCE REVIEW OF DISTRICT LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54957
5. ANNUAL PERFORMANCE REVIEW OF DISTRICT GENERAL MANAGER PURSUANT TO GOVERNMENT CODE SECTION 54957

District Legal Counsel, Jon Seitz, left at the end of closed session due to
previously scheduled appointment.

Nipomo Community Services District
REGULAR MEETING
MINUTES

02:54:04

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

Deputy District Legal Counsel, Mike Seitz, announced that the Board discussed only Items 1 and 2 above, but took no reportable action.

02:55:00

E-3) PUBLIC/PROTEST HEARING – AUTHORIZE COLLECTION OF FY 2012-13
LANDSCAPE MAINTENANCE ZONE #1 ASSESSMENTS

There was no public comment.

Director Winn suggested wording be added to the Engineer’s Report stating SLO County required landscaping be planted and sustained as a condition of County approval of the subdivision. District Engineer, Peter Sevcik, stated he would have to research issue prior to including new language in the report.

Upon the motion of Director Vierheilg and seconded by Director Gaddis, the Board adopted Resolution, with grammatical errors corrected. Vote 4-1.

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

RESOLUTION NO. 2012-1263
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE NIPOMO COMMUNITY SERVICES DISTRICT STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2012-2013

03:09:35

Item E-6 was taken next.

E-6) SERVICE REQUEST – TRACT 2906 17 LOT RESIDENTIAL DEVELOPMENT

On May 23, 2012, Terry Orton testified that he was denied filing an application for an Intent-To-Serve Application the previous week. Pursuant to the adopted Minutes of May 23, 2012, Director Winn asked staff to confirm if such an effort was made and asked the application be “grandfathered in” with whatever action was taken by the Board on May 23, 2012.

On May 24, 2012, Terry Orton submitted an Intent-To-Serve application for Tract 2906. Mr. Orton answered questions from the Board.

There was no public comment.

Upon motion of Director Winn and seconded by Director Vierheilg, the Board approved issuing the Intent-To-Serve Letter with minor corrections. Vote 3-2.

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

Nipomo Community Services District
REGULAR MEETING
MINUTES

03:33:03

E-5) INTRODUCE, EDIT AND READ BY TITLE AN ORDINANCE AFFIRMING RESOLUTION 2012-1259 SUSPENDING APPLICATIONS FOR NEW WATER SERVICE AND INTENT TO SERVE LETTERS, REPEALING CHAPTER 3.05 OF DISTRICT CODE AND ORDINANCE 2009-114 RELATED TO WATER SERVICE LIMITATIONS, REPEALING DISTRICT CODE SECTION 3.04.052 AND DISTRICT ORDINANCE 2009-112 RELATED TO ESTABLISHING PAYMENT OF CAPACITY CHARGES FOR CERTAIN COMMERCIAL PROJECTS AND DECLARING DISTRICT CODE SECTION 3.04.053 AND SECTION 3 OF DISTRICT ORDINANCE 2010-115 RELATED TO PAYMENT OF CAPACITY CHARGES FOR CERTAIN RESIDENTIAL AND MIXED USE PROJECTS AS REPEALED PURSUANT TO THE TERMS OF SAID ORDINANCE

Director Harrison stated that this action will be perceived as a punishment for not voting for supplemental water funding. Director Eby stated that this is not a punishment but a reward to our existing customers that rely on a depleting source of groundwater.

Note: At 3:10 p.m. the recording device stopped working.

Bill Kengel, NCSO customer, provided the Board with handouts.

Upon motion of Director Winn and seconded by Director Eby, the Board approved reading the Ordinance in Title only. Vote 4-1. Director Harrison subsequently changed his vote from no to yes. Vote 5-0.

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

Upon motion of Director Winn and seconded by Director Eby, the Board approved the introduction of the Ordinance and set June 27 for adoption. Vote 4-1.

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

ORDINANCE NO. 2012- 117

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT REAFFIRMING RESOLUTION 2012-1259 SUSPENDING APPLICATIONS FOR INTENT-TO-SERVE LETTERS, SUSPENDING CHAPTER 3.05 OF THE DISTRICT CODE AND DISTRICT ORDINANCE 2009-114 RELATED TO WATER SERVICE LIMITATIONS, REPEALING DISTRICT CODE SECTION 3.04.052 AS ESTABLISHED BY DISTRICT ORDINANCE 2009-112 RELATED TO ESTABLISHING PAYMENT OF CAPACITY CHARGES FOR CERTAIN COMMERCIAL PROJECTS AND DECLARING DISTRICT CODE SECTION 3.04.053 AND SECTION 3 OF DISTRICT ORDINANCE 2010-115 RELATED TO PAYMENT OF CAPACITY CHARGES FOR CERTAIN RESIDENTIAL AND MIXED USE PROJECTS AS REPEALED PURSUANT TO THE TERMS OF SAID ORDINANCE

00:00:00

The recording device failed.

The Board took a break from 3:23 p.m. to 3:30 p.m.

Recording of meeting resumed.

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-4) PUBLIC HEARING – ADOPT FISCAL YEAR 2012-13 BUDGET

There was no public comment.

Director Winn suggested that future budgets explain Enterprise Fund Accounting and that CSD's do not have a General Fund.

Upon motion of Director Vierheilg and seconded by Director Gaddis, the Board unanimously adopted Resolution No. 1264. Vote 5-0.

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

RESOLUTION 2012-1264

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING THE 2012-2013 FISCAL YEAR BUDGET

Upon motion of Director Vierheilg and seconded by Director Gaddis, the Board unanimously adopted Resolution No. 1265. Vote 5-0.

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

RESOLUTION NO. 2012-1265

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
DETERMINING THE APPROPRIATION LIMITATION FOR THE 2012-2013 FISCAL YEAR

00:41:00

G. COMMITTEE REPORT
MINUTES OF MAY 29, 2012 WATER RESOURCES POLICY COMMITTEE

Water Resource Policy Committee members reported on their first two meetings. Director Eby handed out a flow chart and discussed the formation of a "citizen committee". The next Committee Meeting will be June 25.

There was no public comment.

33:53:00

E-7) CONSIDER TASK ORDER IN AMOUNT OF \$7,150 WITH AECOM FOR SUPPLEMENTAL WATER PROJECT PHASING TECHNICAL FEASIBILITY STUDY

A revised proposal in the amount of \$7,517 was presented to the Board.

There was no public comment.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved the Task Order, as amended, in the amount of \$7,517. Vote 5-0.

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

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

E-8) CONSIDER LETTER TO COUNTY BOARD OF SUPERVISORS REGARDING SUPPLEMENTAL WATER

The Board suggested changes to the letter.

There was no public comment.

Upon motion by Director Winn and seconded by Director Eby, the Board unanimously approved the draft letter, as amended. Vote 5-0.

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

53:54:00

E-9) AWARD CONTRACT FOR CONSTRUCTION OF SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT

Director Winn requested additional language be added to the Resolution regarding the General Manager reporting change orders to the Board at the next regular meeting.

There was no public comment.

Upon motion of Director Harrison and seconded by Director Winn, the Board unanimously adopted Resolution No. 2012-1266, as amended. Vote 5-0.

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

RESOLUTION NO. 2012-1266

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AWARDING THE BID FOR THE SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT TO CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF \$10,224,900 AND AUTHORIZING A CONSTRUCTION CONTINGENCY OF \$500,000

1:03:53

E-10) AUTHORIZE TASK ORDER WITH MNS ENGINEERS INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT

There was no public comment.

Upon motion of Director Harrison and seconded by Director Winn, the Board unanimously adopted Resolution No. 2012-1267. Vote 5-0.

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

RESOLUTION NO. 2012-1267

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING TASK ORDER FOR SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT CONSTRUCTION MANAGEMENT SERVICES WITH MNS ENGINEERS, INC. IN THE AMOUNT OF \$1,276,556 AND AUTHORIZING CONTINGENCY OF \$65,00

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

1:11:15

E-11) AECOM SCOPE AMENDMENT # 7 FOR THE SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT

There was no public comment.

Upon motion of Director Harrison and seconded by Director Winn, the Board unanimously adopted Resolution No. 2012-1268. Vote 5-0.

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

RESOLUTION NO. 2012-1268

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING TASK ORDER WITH AECOM FOR SCOPE AMENDMENT #7 FOR ENGINEERING SERVICES FOR SOUTHLAND WASTEWATER TREATMENT FACILITY PHASE 1 IMPROVEMENT PROJECT IN THE AMOUNT OF \$152,744

01:17:00

E. MANAGER'S REPORT

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

District email accounts have been set up for the Board Members, if they choose to use them. Passwords need to be submitted to the General Manager.

There was no public comment.

Deputy District Legal Counsel, Mike Seitz, stated he will be serving the District during Jon Seitz's absences and is current on District issues.

01:23:00

G. DIRECTOR'S REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Eby

- ◇ The next Water Resources Policy Committee will meet on June 25 and he will prepare a list of agenda topics including suspending Will-Serve Letters and Outside User Agreements.

Director Winn

- ◇ Does Golden State service area have mandatory trash pickup?
- ◇ Explore NMMA TG requesting well production data from non-stipulating parties.
- ◇ Encourage South County Sanitary to develop a Spanish version of mailers.
- ◇ Encourage South County Sanitary not to remove cans as a method of motivating customers to pay their bills.
- ◇ Consider discontinuing selling water to users outside the District.
- ◇ Agendize suspending all current Intent-To-Serve Letters.
- ◇ Agendize suspending all Will-Serve Letters where service has not been initiated until supplemental water is available
- ◇ Schedule a Water Conservation Committee meeting.
- ◇ Copies of WRAC reports on Paso Robles groundwater management plan and the proposed Laetita ag cluster subdivision are available.

Nipomo Community Services District
REGULAR MEETING
MINUTES

Director Vierheilig

- ◇ The Park and Ride project on Tefft Street is progressing.

Director Gaddis

- ◇ Would like a report on the resolution of the Michael Cook issue from South County Sanitary.

ADJOURN

President Harrison adjourned the meeting at 5:09 p.m.

MEETING SUMMARY	HOURS
Regular Meeting	6.00
Closed Session	2:15
TOTAL HOURS	8.15

TO: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

FROM: PETER V. SEVCIK
DISTRICT ENGINEER

DATE: JUNE 21, 2012

**AGENDA ITEM
D-3
JUNE 27, 2012**

**ADOPT RESOLUTION ACCEPTING WATER AND SEWER
EASEMENTS FOR WIDOW LANE, NIPOMO**

ITEM

Consider adoption of resolution accepting water and sewer easements for Widow Lane, Nipomo [RECOMMEND ADOPT RESOLUTION].

BACKGROUND

After the existing waterline in Widow Lane was extended to provide service for a development project in 2005, the District became aware that it needed to acquire easements for the continued operation, maintenance and repair of the District's water and sewer lines located within Widow Lane. Easements are required from a total of 14 property owners. The District has been working since 2008 to acquire the necessary easements. To date, the District has obtained 5 of the required easements. The easements need to be formally accepted by the Board before they can be recorded.

FISCAL IMPACT

Budgeted staff and legal counsel time were used to prepare this staff report.

RECOMMENDATION

Staff recommends that the Board adopt Resolution 2012-XXXX Accepting Widow Lane Easements.

ATTACHMENTS

- Resolution 2012-XXXX Accepting Widow Lane Easements
- Easement Deeds
- Vicinity Map

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE
EASEMENT FROM FANNIE MAE
APN 092-351-033**

WHEREAS, Fannie Mae (herein the "Owner") is the owner of certain real property identified as Assessor Parcel Number 092-351-033 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 751 Widow Lane, Nipomo, California; and

WHEREAS, there is currently constructed a District water pipeline and a sewer pipeline within Widow Lane without benefit of a recorded easement; and

WHEREAS, the OWNER has agreed to grant District an easement (Grant of Easement and Agreement Affecting Real Property) to clarify District's access to District Water Pipeline and Sewer Pipeline located within the Widow Lane (EXHIBIT A).

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated May 21, 2012 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this 27th day of June 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE
EASEMENT FROM JOSEPH AND JOSEPHINE KELLEY
APN 092-351-017**

WHEREAS, Joseph and Josephine Kelley (herein the "Owner's") are the owner's of certain real property identified as Assessor Parcel Number 092-351-017 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 762 Widow Lane, Nipomo, California; and

WHEREAS, there is currently constructed a District water pipeline and a sewer pipeline within Widow Lane without benefit of a recorded easement; and

WHEREAS, the OWNER'S agreed to grant District an easement (Grant of Easement and Agreement Affecting Real Property) to clarify District's access to District Water Pipeline and Sewer Pipeline located within the Widow Lane (EXHIBIT A).

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated July 22, 2008 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby adopted this 27th day of June 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE
EASEMENT FROM JOHN PERKINS AND JEREMY PERKINS
APN 092-351-007**

WHEREAS, John Perkins and Jeremy Perkins (herein the "Owner's") are the owner's of certain real property identified as Assessor Parcel Number 092-351-007 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 780 Widow Lane, Nipomo, California; and

WHEREAS, there is currently constructed a District water pipeline and a sewer pipeline within Widow Lane without benefit of a recorded easement; and

WHEREAS, the OWNER'S agreed to grant District an easement (Grant of Easement and Agreement Affecting Real Property) to clarify District's access to District Water Pipeline and Sewer Pipeline located within the Widow Lane (EXHIBIT A).

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated July 22, 2008 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this 27th day of June 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE
EASEMENT FROM RAQUEL CASTELLANOS
APN 092-351-010**

WHEREAS, Rachel Castellanos (herein the "Owner") is the owner of certain real property identified as Assessor Parcel Number 092-351-010 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 686 Southland Street, Nipomo, California; and

WHEREAS, there is currently constructed a District water pipeline and a sewer pipeline within Widow Lane without benefit of a recorded easement; and

WHEREAS, the OWNER agreed to grant District an easement (Grant of Easement and Agreement Affecting Real Property) to clarify District's access to District Water Pipeline and Sewer Pipeline located within the Widow Lane (EXHIBIT A).

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated July 18, 2008 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:
NOES:
ABSENT:
CONFLICT:

the foregoing resolution is hereby adopted this 27th day of June 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING A WATER PIPELINE AND SEWER PIPELINE
EASEMENT FROM ARMANDO AND LYDIA MANRIQUEZ
APN 092-351-004**

WHEREAS, Armando and Lydia Manriquez (herein the "Owner's") are the owner's of certain real property identified as Assessor Parcel Number 092-351-004 (herein the "Property"). The Property is situated within the Nipomo Community Services District (the "District") and is located at 647 Southland Street, Nipomo, California; and

WHEREAS, there is currently constructed a District water pipeline and a sewer pipeline within Widow Lane without benefit of a recorded easement; and

WHEREAS, the OWNER's agreed to grant District an easement (Grant of Easement and Agreement Affecting Real Property) to clarify District's access to District Water Pipeline and Sewer Pipeline located within the Widow Lane (EXHIBIT A).

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

1. The above recitals and findings are true and correct and incorporated herein by reference.
2. That the attached easement dated July 11, 2008 is hereby accepted and staff is ordered to record the attached easement.

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

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby adopted this 27th day of June 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

JON S. SEITZ
District Legal Counsel

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

APN #: 092-351-033

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

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into _____, 2012, by and between Fannie Mae (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantor desires to convey a sanitary sewer pipeline easement and water pipeline easement to Nipomo Community Services District over a portion of said Real Property to provide District services to Grantor's Real Property.

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

GRANT OF EASEMENT

(1) Grantor hereby grants and conveys to the Nipomo Community Services District a sanitary sewer pipeline easement and water pipeline

easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District sewer pipe line and water pipeline facilities and for other public utility purposes (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

AGREEMENT

(3) It is anticipated by the parties that construction, repair, replacement and inspection will be performed by District within said Easement Area. Therefore, Grantor covenants, promises and agrees as follows:

(a) District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

(b) Grantor retains the right to use the Easement Area for access to their Real Properties.

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

(d) Grantor shall remove improvements and or utilities constructed in violation of subparagraph (c), above, immediately at Grantor's expense. If

Grantor does not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantor individually.

(e) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 at seq.

(f) Grantor and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.

(g) Grantor conveys to District, its employees and agents, reasonable access to District meter boxes located on Grantor's Real Property, for the purposes of inspection, maintenance and replacement.

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

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

(j) These covenants shall run with the land and will be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

(k) If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable,

the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

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

GRANTOR:

FANNIE MAE

By. 

Name (Print): James T. Rogan

Title (Print): Vice President

Date: 5/21/12

Note: Grantor's signature to be notarized.

CERTIFICATE OF ACCEPTANCE

ACKNOWLEDGMENT

State of California
County of Orange)

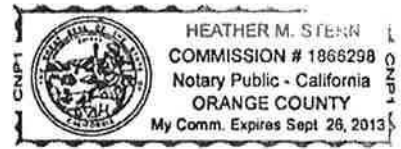
On 5/21/12 before me, Heather M. Stern
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Heather M. Stern (Seal)



GOVERNMENT CODE §2781

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2012, accepts for public purposes the real property, or interest described in the foregoing Agreement, dated _____, 2012, from Grantor, and consents to the recordation thereof.

Nipomo Community Services District

By: _____

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

ATTEST:

Michael S. LeBrun,
General Manager and Secretary

LEGAL DESCRIPTION
WIDOW LANE, NIPOMO, CA.

A portion of the Southland Tract; Block A, as shown at Book 1, Page 25 of Maps, recorded on Sept. 12th, 1911 by the County Recorder of the County of San Luis Obispo, more particularly described as follows:

The Northeasterly ten feet of lots 55 through 64; The Northeasterly twenty feet of lots 51 through 54;

The Southwesterly ten feet of lots 33 through 48;

Also being Parcel 13 of Book 092 Page 351 of Assessors Maps of said County.

EXHIBIT "A"



Civil Engineering
Surveying
Project Development

141 South Elm Street
Anaheim, CA 92820
951-488-1321

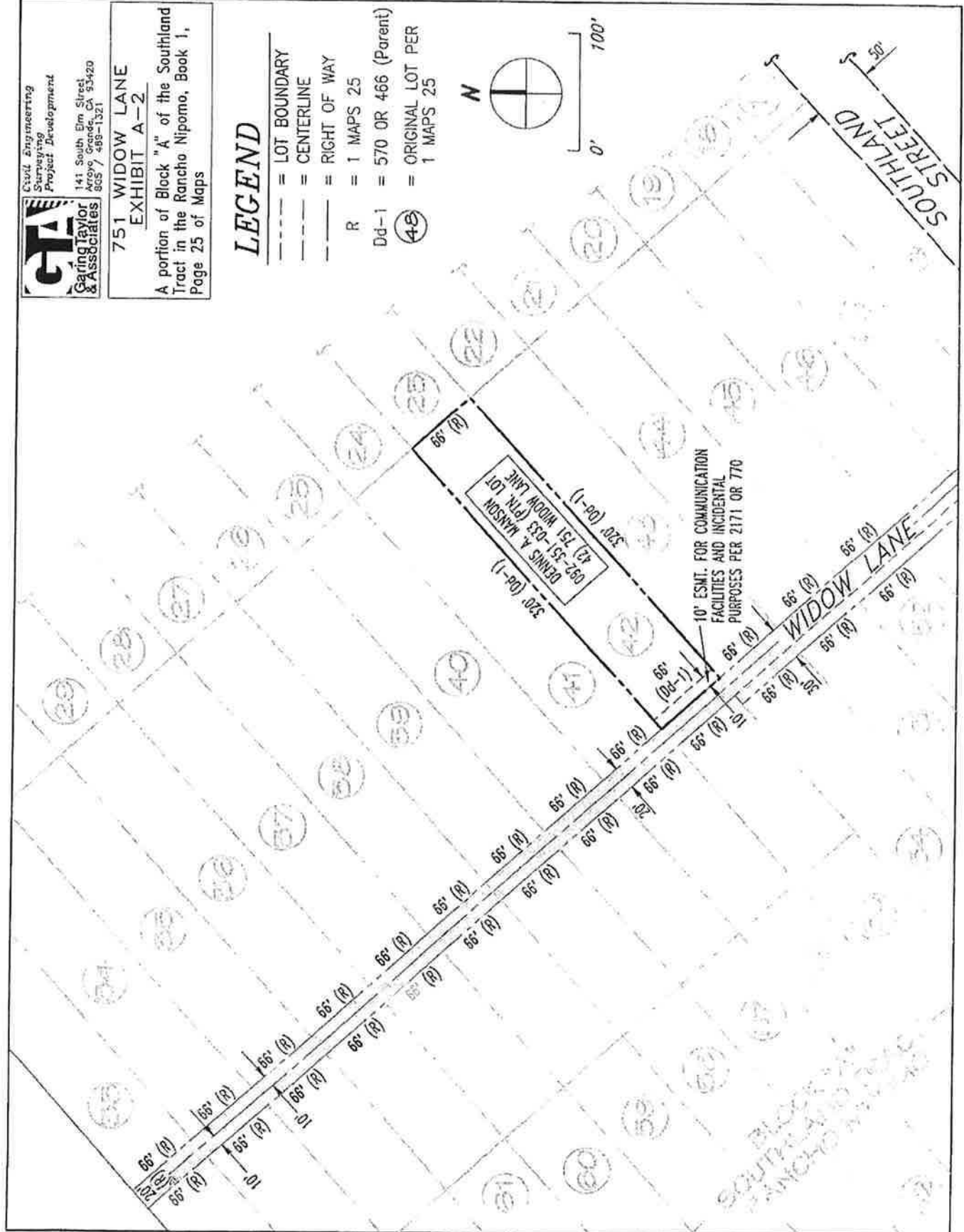
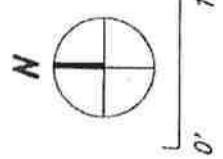
Gating Taylor
& Associates

**751 WIDOW LANE
EXHIBIT A-2**

A portion of Block "A" of the Southland
Tract in the Rancho Nipomo, Book 1,
Page 25 of Maps

LEGEND

- LOT BOUNDARY
- - - CENTERLINE
- RIGHT OF WAY
- R = 1 MAPS 25
- Dd-1 = 570 OR 466 (Parent)
- (48) = ORIGINAL LOT PER 1 MAPS 25



RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

APN #: 092-351-017

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

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into July 22, 2008, by and between Joseph F.M. Kelley and Josephine C. Kelley (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following

Recitals:

A. Grantors owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors desire to convey a sanitary sewer pipeline easement and water pipeline easement to Nipomo Community Services District over a portion of said Real Property to provide District services to Grantors' Real Property.

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

GRANT OF EASEMENT

(1) Grantors hereby grant and convey to the Nipomo Community Services District a sanitary sewer pipeline easement and water pipeline

easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District sewer pipe line and water pipeline facilities and for other public utility purposes (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

AGREEMENT

(3) It is anticipated by the parties that construction, repair, replacement and inspection will be performed by District within said Easement Area. Therefore, Grantors covenant, promise and agree as follows:

(a) District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

(b) Grantors retain the right to use the Easement Area for access to their Real Properties.

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

(d) Grantors shall remove improvements and or utilities constructed in violation of subparagraph (c), above, immediately at Grantors' expense. If

Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors individually.

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

(f) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 at seq.

(g) Grantors and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.

(h) Grantors convey to District, its employees and agents, reasonable access to District meter boxes located on Grantors' Real Property, for the purposes of inspection, maintenance and replacement.

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

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

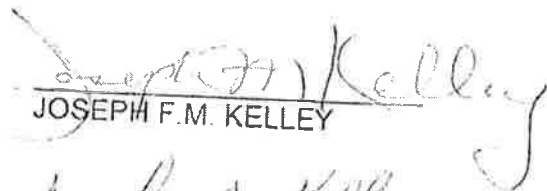
(k) These covenants shall run with the land and will be binding on the successors and assigns of the Grantors and shall inure to the benefit of District and its successors and assigns.

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

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

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

GRANTORS:


JOSEPH F.M. KELLEY


JOSEPHINE C. KELLEY

Date: 7-22-08

Note: Grantors' signatures to be notarized.

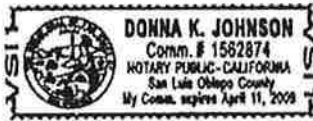
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On July 22 before me, Donna K Johnson, Notary Public

personally appeared Joseph F M Kelley and Josephine C. Kelley



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

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

WITNESS my hand and official seal.

Signature Donna K Johnson

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

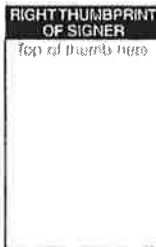
Title or Type of Document: Grant of Easement & Agreement Affecting Real Property

Document Date: 7-22-08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____

GOVERNMENT CODE §2781

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2012, accepts for public purposes the real property, or interest described in the foregoing Agreement, dated _____, 2012, from Grantor, and consents to the recordation thereof.

Nipomo Community Services District

By: _____

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

ATTEST:

**Michael S. LeBrun,
General Manager and Secretary**

Exhibit A-1
Legal Description

762 Widow Lane; Joseph F.M. Kelley and Josephine C. Kelley

THE SOUTHWESTERLY 310.00 FEET OF LOT 54 IN BLOCK A OF THE SOUTHLAND TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED SEPTEMBER 12, 1911 IN BOOK 1 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, MINERALS AND HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND G. MCKELVEY, ET AL., RECORDED FEBRUARY 25, 1947 IN BOOK 434 PAGE 398 OF OFFICIAL RECORDS.

Containing 0.47 Ac. more or less
APN: 092-351-017



Civil Engineering
Surveying
Project Development

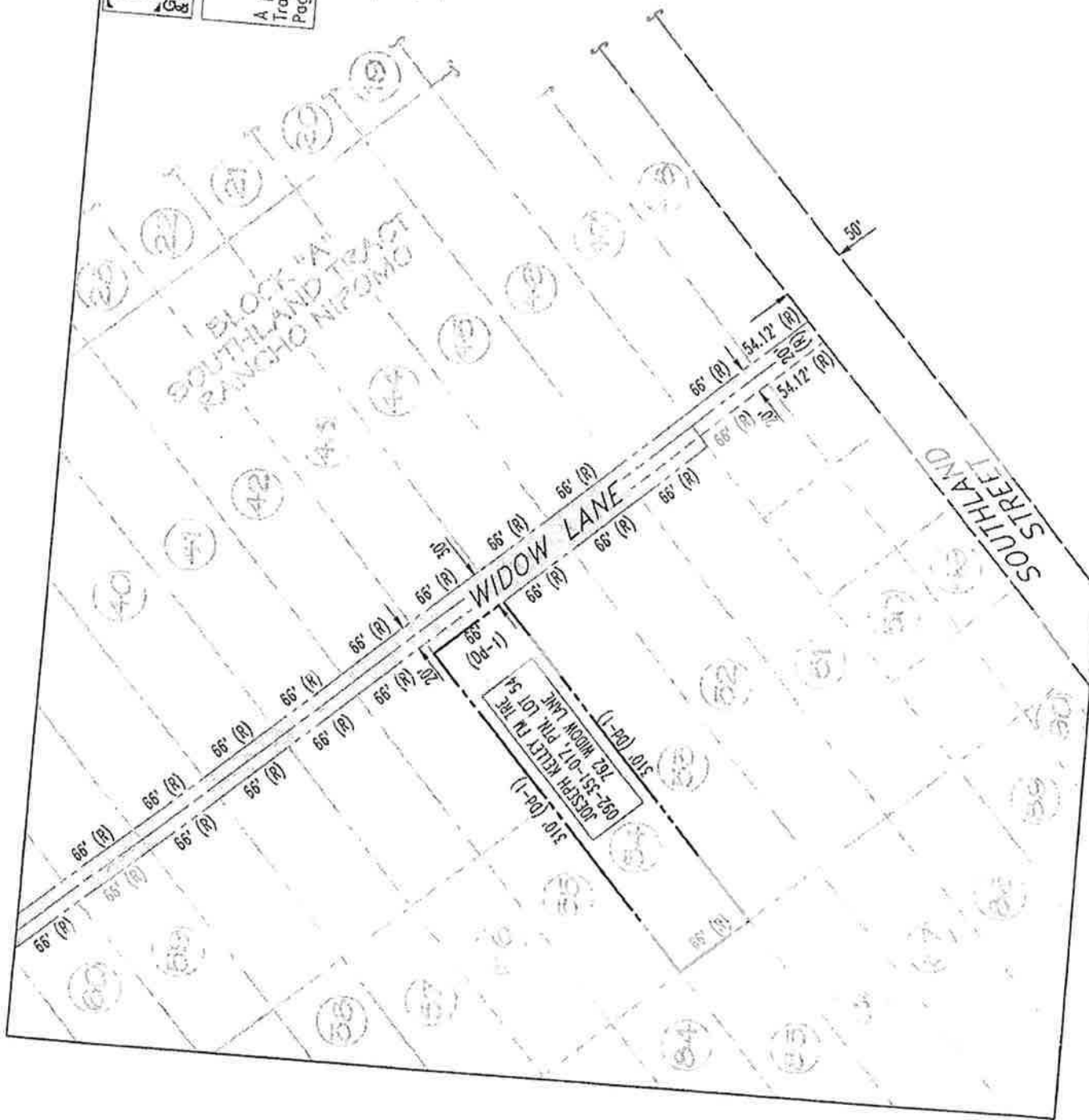
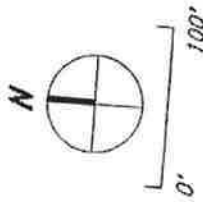
Garing Taylor
& Associates
141 South Elm Street
Arcata, CA 95521
805 / 489-1321

762 WIDOW LANE EXHIBIT A-2

A portion of Block "A" of the Southland
Tract in the Rancho Nipomo, Book 1,
Page 25 of Maps

LEGEND

- = LOT BOUNDARY
- - - = CENTERLINE
- - - = RIGHT OF WAY
- R = 1 MAPS 25
- Dd-1 = 683 OR 51 (Parent)
- (48) = ORIGINAL LOT PER 1 MAPS 25



RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

APN #: 092-351-007

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

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into July 22, 2008, by and between John W. Perkins and Jeremy W. Perkins (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantors own certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors desire to convey a sanitary sewer pipeline easement and water pipeline easement to Nipomo Community Services District over a portion of said Real Property to provide District services to Grantors' Real Property.

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

GRANT OF EASEMENT

(1) Grantors hereby grant and convey to the Nipomo Community Services District a sanitary sewer pipeline easement and water pipeline easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District sewer pipe line and water pipeline facilities and for other public utility purposes (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

AGREEMENT

(3) It is anticipated by the parties that construction, repair, replacement and inspection will be performed by District within said Easement Area. Therefore, Grantors covenant, promise and agree as follows:

(a) District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

(b) Grantors retain the right to use the Easement Area for access to their Real Properties.

(c) The Grantors shall not construct or permit others to construct utilities or improvements on, over, or under the Easement Area, such as retaining walls, fences, patios, trees and/or shrubs which could obstruct District's access to the Easement Area, or cause damage to District Facilities

contained within the Easement Area, without first receiving the written approval of District.

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

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

(f) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 at seq.

(g) Grantors and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.

(h) Grantors convey to District, its employees and agents, reasonable access to District meter boxes located on Grantors' Real Property, for the purposes of inspection, maintenance and replacement.

(i) This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of

no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

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

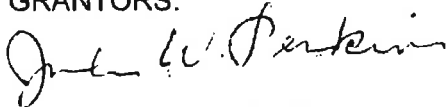
(k) These covenants shall run with the land and will be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

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

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

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

GRANTORS:



JOHN W. PERKINS



JEREMY W. PERKINS

Date: 07/22/08

Note: Grantors' signature to be notarized.

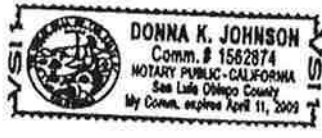
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On July 22, 2008 before me, Donna K Johnson, Notary Public

personally appeared John W. Perkins



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

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

WITNESS my hand and official seal.

Signature Donna K Johnson

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement + Agreement Affecting Real Property

Document Date: 7-22-08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On August 8, 2008 before me, Donna K Johnson, Notary Public

personally appeared Jeremy W Perkins



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: 8-7-22-08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

GOVERNMENT CODE §2781

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2012, accepts for public purposes the real property, or interest described in the foregoing Agreement, dated _____, 2012, from Grantor, and consents to the recordation thereof.

Nipomo Community Services District

By: _____

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

ATTEST:

Michael S. LeBrun,
General Manager and Secretary

Exhibit A-1

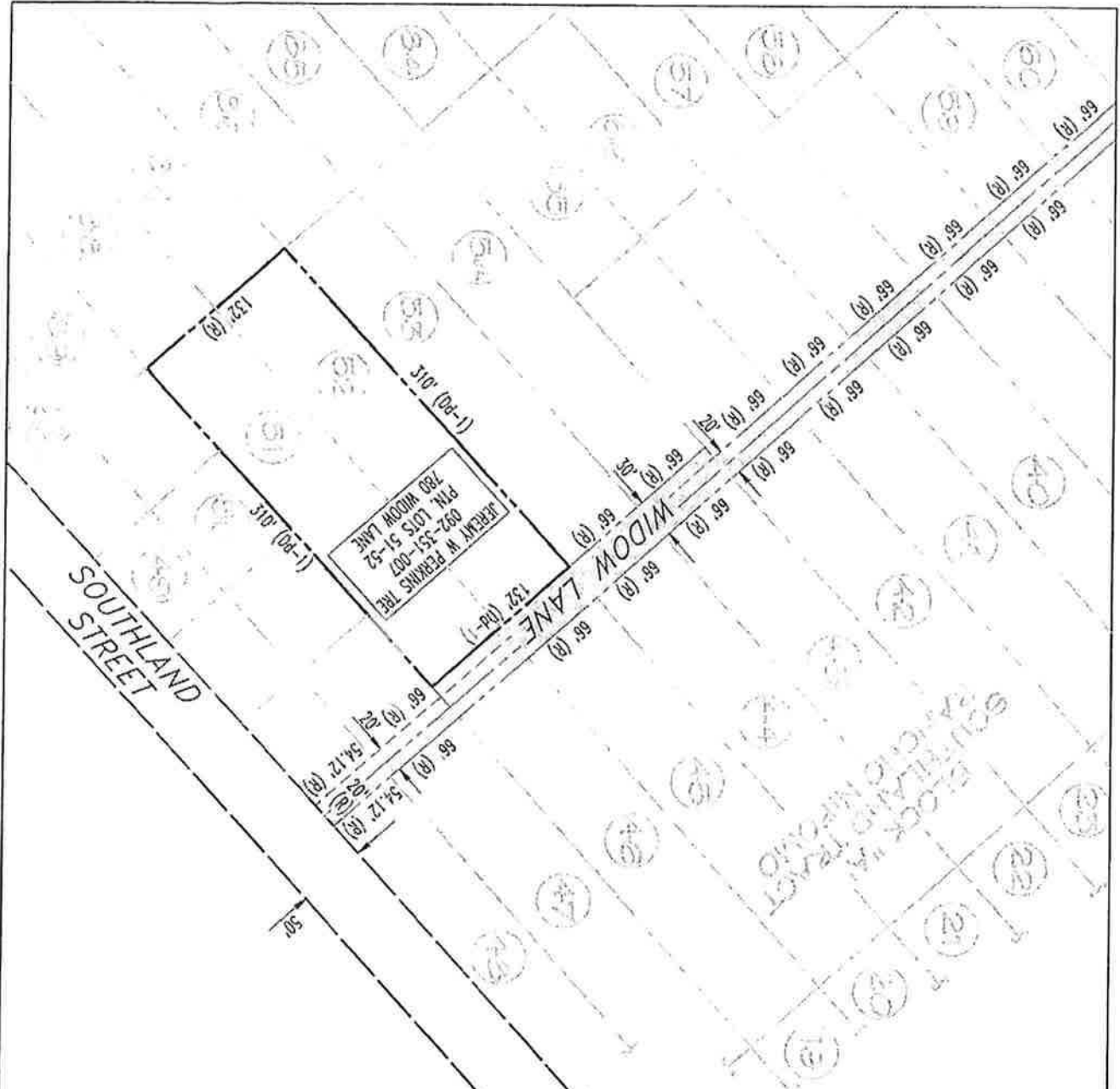
Legal Description

780 Widow Lane; Jeremy W. Perkins, John W. Perkins

THE SOUTHWESTERLY 310.00 FEET OF LOTS 51 AND 52 IN BLOCK A OF THE SOUTHLAND TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, MINERALS AND HYDROCARBON SUBSTANCES, AS RESERVED IN DEED FROM RAYMOND G. MCKELVEY, ET AL., RECORDED FEBRUARY 25, 1947 IN BOOK 434 PAGE 396 OF OFFICIAL RECORDS.

Containing 0.94 Ac. more or less
APN: 092-351-007



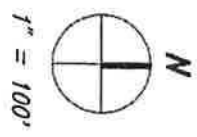
CTA Civil Engineering
 Surveying
 Project Development

Garing Taylor & Associates
 141 South Elm Street
 Arroyo Grande, CA 93420
 805 / 489-1321

780 WIDOW LANE
EXHIBIT A-2

A portion of Block "A" of the Southland Tract in the Rancho Nipomo, Book 1, Page 25 of Maps

- LEGEND**
- = LOT BOUNDARY
 - - - = CENTERLINE
 - = RIGHT OF WAY
 - R = 1 MAPS 25
 - Dd-1 = 695 OR 479
 - (48) = ORIGINAL LOT PER 1 MAPS 25



RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

APN #: 092-351-010

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

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into July 18, 2008, by and between Raquel F. Castellanos (herein "Grantor") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantor owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantor desires to convey a sanitary sewer pipeline easement and water pipeline easement to Nipomo Community Services District over a portion of said Real Property to provide District services to Grantor's Real Property.

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

GRANT OF EASEMENT

(1) Grantor hereby grants and conveys to the Nipomo Community Services District a sanitary sewer pipeline easement and water pipeline

easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District sewer pipe line and water pipeline facilities and for other public utility purposes (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

AGREEMENT

(3) It is anticipated by the parties that construction, repair, replacement and inspection will be performed by District within said Easement Area. Therefore, Grantor covenants, promises and agrees as follows:

(a) District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

(b) Grantor retains the right to use the Easement Area for access to their Real Properties.

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

(d) Grantor shall remove improvements and or utilities constructed in violation of subparagraph (c), above, immediately at Grantor's expense. If

Grantor does not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantor individually.

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

(f) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 at seq.

(g) Grantor and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.

(h) Grantor conveys to District, its employees and agents, reasonable access to District meter boxes located on Grantor's Real Property, for the purposes of inspection, maintenance and replacement.

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

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

(k) These covenants shall run with the land and will be binding on the successors and assigns of the Grantor and shall inure to the benefit of District and its successors and assigns.

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

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

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

GRANTOR:


RAQUEL F. CASTELLANOS

Date: 7-18-08

Note: Grantor's signature to be notarized.

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE §2781**

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2008, accepts for public

purposes the real property, or interest described in the foregoing Agreement,
dated _____, 2012, from Grantor, and consents to the recordation
thereof.

Nipomo Community Services District

By: _____

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

ATTEST:

**Michael S. LeBrun,
General Manager and Secretary**

Exhibit A-1
Legal Description
686 Southland Street; Castellanos

THE NORTHEASTERLY 80.00 FEET OF THE SOUTHWESTERLY 320.00 FEET OF
LOTS 49 AND 50 OF BLOCK A OF THE SOUTHLAND TRACT, IN THE COUNTY
OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP
RECORDED SEPTEMBER 12, 1911 IN BOOK 1 PAGE 25 OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

SUBJECT TO AN EASEMENT FOR COMMUNICATION FACILITIES AND
INCIDENTAL PURPOSES, RECORDED JULY 20, 1979 AS BOOK 2171 PAGE 764
OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

EXCEPTING THEREFROM ALL OIL, MINERALS AND HYDROCARBON
SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND G. MCKELVEY,
ET AL., RECORDED FEBRUARY 25, 1947 IN BOOK 434 PAGE 398 OF OFFICIAL
RECORDS.

Containing 0.22 Ac. more or less
APN: 092-351-010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 7-18-08 before me, Donna K Johnson, Notary Public

personally appeared Raquel F Castellanos

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



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

WITNESS my hand and official seal.

Signature Donna K Johnson

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement & Agreement Affecting Real Property

Document Date: 7-18-08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Raquel F Castellanos

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

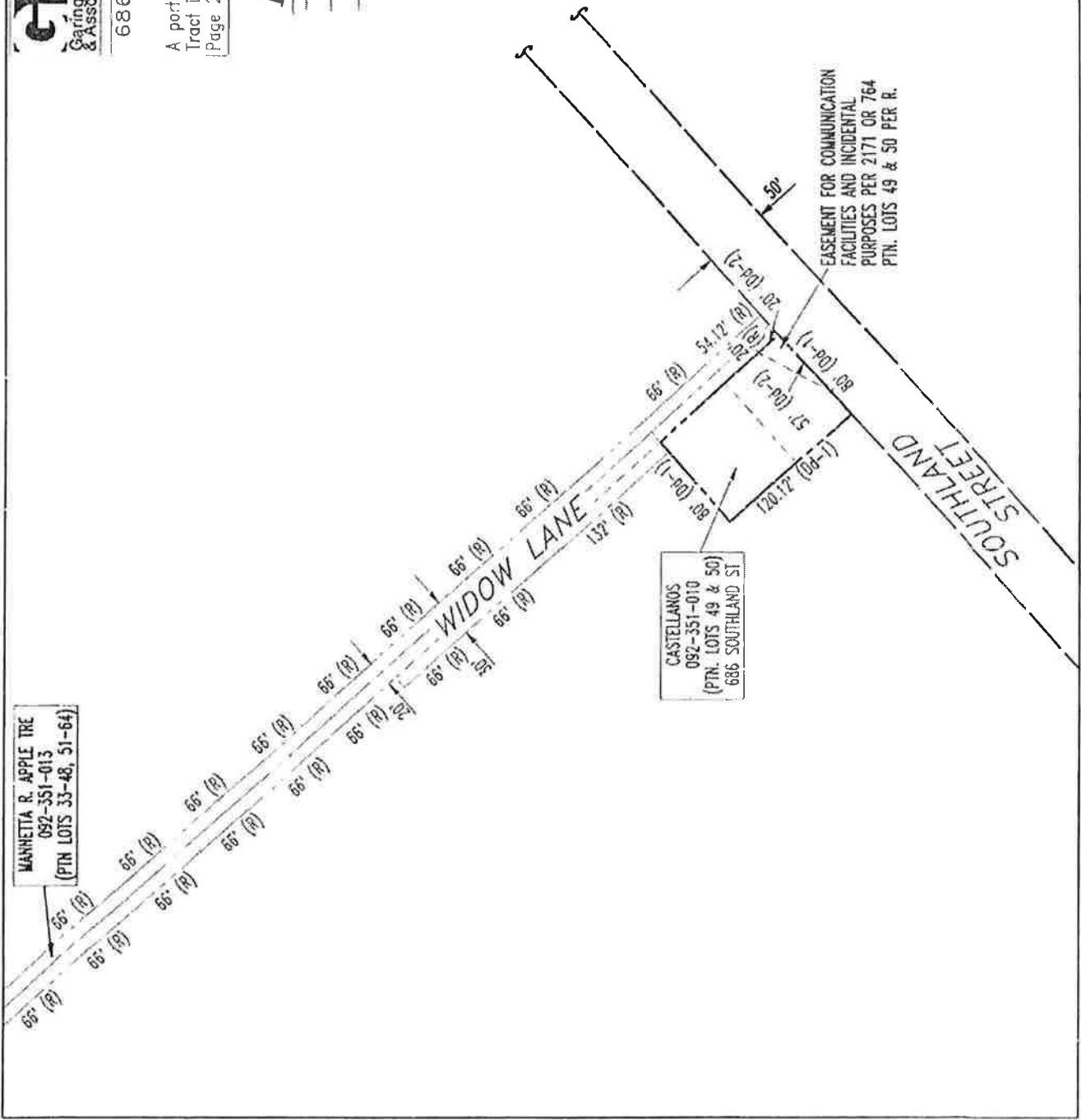


686 SOUTHLAND STREET
EXHIBIT A-2

A portion of Block "A" of the Southland Tract in the Rancho Nipomo, Book 1, Page 25 of Maps

LEGEND

- - - = LOT BOUNDARY
- = CENTERLINE
- = RIGHT OF WAY
- R = 1 MAPS 25
- Dd-1 = 761 OR 17
- Dd-2 = 2171 OR 764
- (48) = ORIGINAL LOT PER 1 MAPS 25



RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

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

APN #: 092-351-004

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

THIS GRANT OF EASEMENT AND AGREEMENT AFFECTING REAL PROPERTY (herein "Agreement") is entered into 7-11, 2008, by and between Armando Manriquez and Lydia Manriquez (herein "Grantors") and the Nipomo Community Services District, a political subdivision of the State of California, (herein "Grantee" or "District") with reference to the following Recitals:

A. Grantors owns certain real property (herein "Real Property") located within the Nipomo Community Services District, County of San Luis Obispo, more particularly described in Exhibit "A".

B. Grantors desire to convey a sanitary sewer pipeline easement and water pipeline easement to Nipomo Community Services District over a portion of said Real Property to provide District services to Grantors' Real Property.

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

GRANT OF EASEMENT

(1) Grantors hereby grant and convey to the Nipomo Community Services District a sanitary sewer pipeline easement and water pipeline

easement (herein "Easement" or "Easement Area"), more particularly described in Exhibit "A".

PURPOSE

(2) The purpose of this Easement is the present and future construction, reconstruction, operation, repair, and maintenance of a District sewer pipe line and water pipeline facilities and for other public utility purposes (herein "District Facilities"), in such manner and size and with such accessory parts and structures, as the District or its successors in interests from time to time deem necessary to install over, upon, and under the Easement.

AGREEMENT

(3) It is anticipated by the parties that construction, repair, replacement and inspection will be performed by District within said Easement Area. Therefore, Grantors covenant, promise and agree as follows:

(a) District shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein, and herein above, set forth.

(b) Grantors retain the right to use the Easement Area for access to their Real Properties.

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

(d) Grantors shall remove improvements and or utilities constructed in violation of subparagraph (c), above, immediately at Grantors' expense. If

Grantors do not remove the improvements, District is authorized to enter the Easement Area and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors individually.

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

(f) District has the right to enforce all reimbursement remedies described in paragraph (d), above, by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 et seq.

(g) Grantors and all owners of real property receiving service from District Facilities shall be responsible for the operation, maintenance and replacement of all laterals from the District Facilities to the real properties receiving said service.

(h) Grantors convey to District, its employees and agents, reasonable access to District meter boxes located on Grantors' Real Property, for the purposes of inspection, maintenance and replacement.

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

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

(k) These covenants shall run with the land and will be binding on the successors and assigns of the Grantors and shall inure to the benefit of District and its successors and assigns.

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

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

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

GRANTORS:


ARMANDO MANRIQUEZ


LYDIA MANRIQUEZ

Date: 7-11-08

Note: Grantors' signatures to be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo }

On 7-11-08 before me, Lisa Souza Bograda
Date Here Insert Name and Title of the Officer

personally appeared Armando Manriquez and Lydia Manriquez
(Names of Signers)

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

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

WITNESS my hand and official seal.

Signature Lisa Souza Bograda
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: 7-11-08 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

GOVERNMENT CODE §2781

This is to certify that the Nipomo Community Services District, Grantee, herein, by Board action on _____, 2012, accepts for public purposes the real property, or interest described in the foregoing Agreement, dated _____, 2012, from Grantor, and consents to the recordation thereof.

Nipomo Community Services District

By: _____

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

ATTEST:

Michael S. LeBrun,
General Manager and Secretary

Exhibit A-1
Legal Description
674 Southland Street; Manriquez

PARCEL 1:

THOSE PORTIONS OF LOTS 45, 46, 47 AND 48 IN BLOCK A OF THE SOUTHLAND TRACT, ACCORDING TO MAP RECORDED IN BOOK 1 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 45; THENCE SOUTH 48°15' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 45, 210.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 48°15' WEST ALONG SAID NORTHWESTERLY LINE, 100.00 FEET; THENCE SOUTH 41°45' EAST, 252.12 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 48; THENCE NORTH 48°15' EAST ALONG SAID SOUTHEASTERLY LINE 100.00 FEET; THENCE NORTH 41° 45' WEST, 252.12 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, MINERALS, AND HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND G. MCKELVEY, ET AL., RECORDED FEBRUARY 25, 1947 IN BOOK 434 PAGE 398 OF OFFICIAL RECORDS.

PARCEL 2:

THE NORTHEASTERLY 10.00 FEET OF THE SOUTHWESTERLY 20.00 FEET OF LOTS 45, 46, 47 AND 48 IN BLOCK A OF THE SOUTHLAND TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO AN EASEMENT FOR COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 20, 1979 AS BOOK 2171 PAGE 766 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, MINERALS AND HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM RAYMOND G. MCKELVEY, ET AL., RECORDED FEBRUARY 25, 1947 IN BOOK 434 PAGE 398 OF OFFICIAL RECORDS.

Containing 0.64 Ac. more or less
APN: 092-351-004



Civil Engineering
Surveying
Project Development
141 South Elm Street
Arroyo Grande, CA 93420
805.748.1321

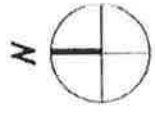
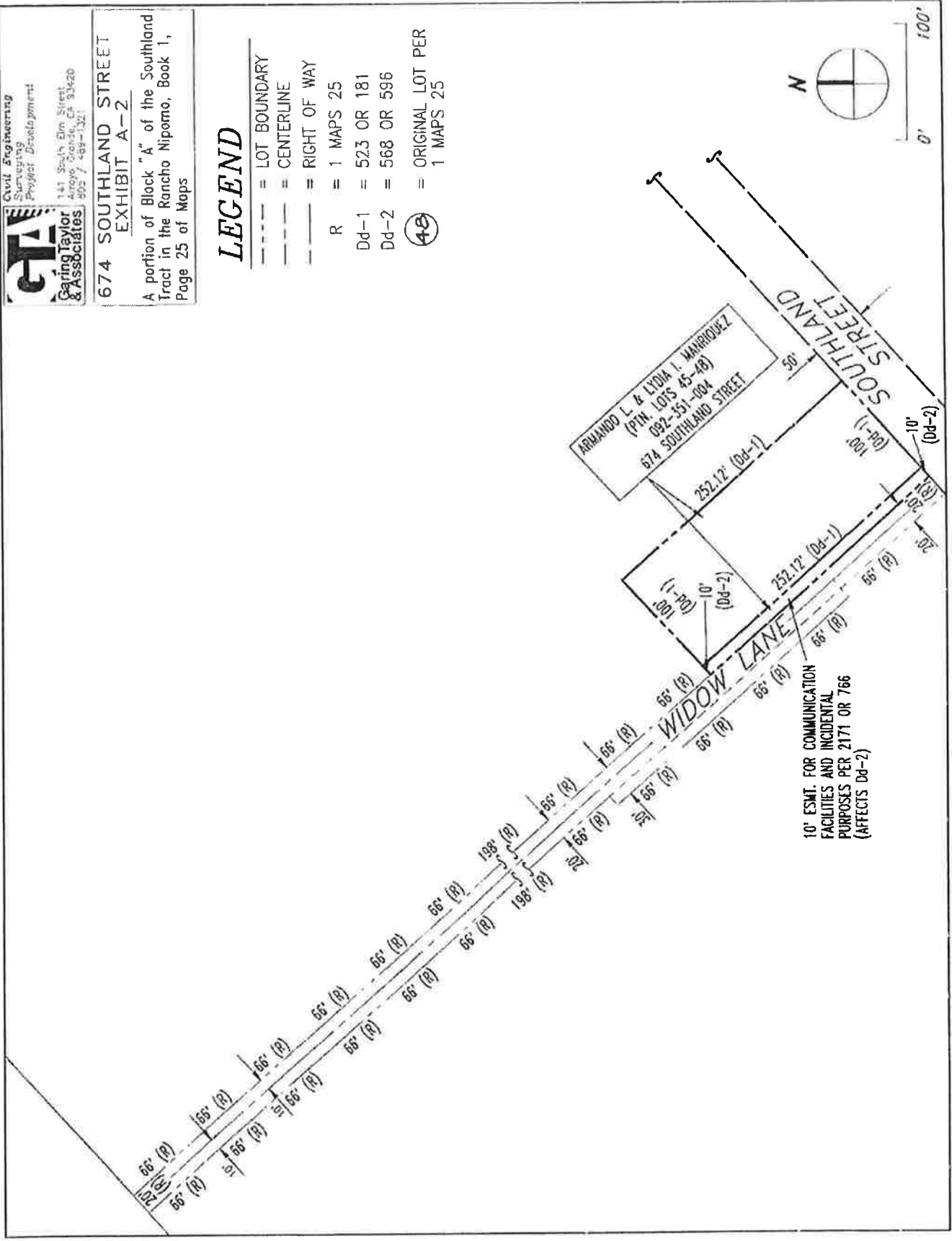
Garing Taylor & Associates

**674 SOUTHLAND STREET
EXHIBIT A-2**

A portion of Block "A" of the Southland Tract in the Rancho Nipomo, Book 1, Page 25 of Maps

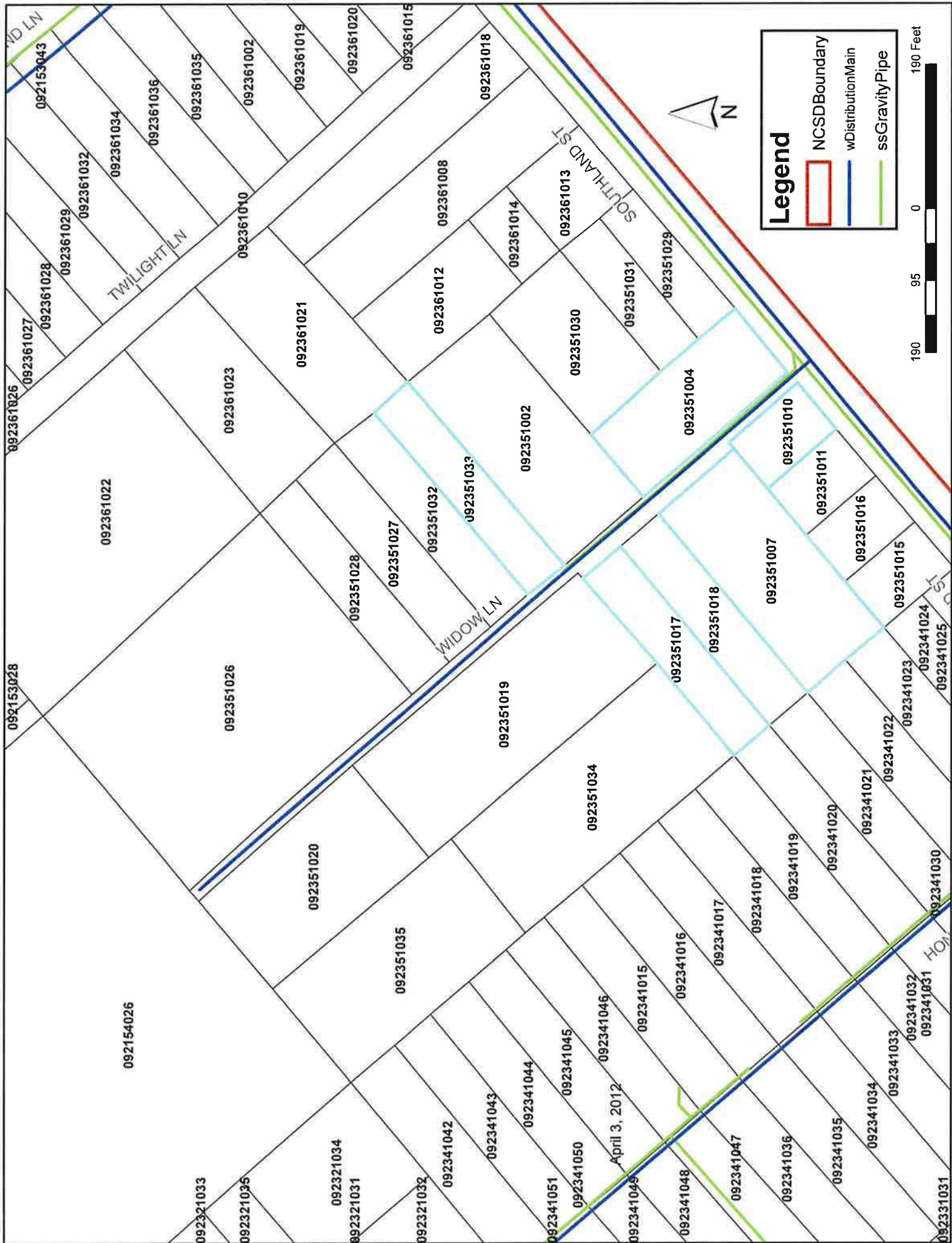
LEGEND

- = LOT BOUNDARY
- = CENTERLINE
- = RIGHT OF WAY
- R = 1 MAPS 25
- Dd-1 = 523 OR 181
- Dd-2 = 568 OR 596
- (48) = ORIGINAL LOT PER 1 MAPS 25



0' 100'

10' ESMT. FOR COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES PER 2171 OR 766 (AFFECTS Dd-2)



Legend

- NCSDBoundary
- wDistributionMain
- ssGravityPipe



April 3, 2012

TO: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

FROM: PETER V. SEVCIK
DISTRICT ENGINEER

DATE: JUNE 20, 2012

AGENDA ITEM
D-4
JUNE 27, 2012

OUTSIDE USER SEWER SERVICE REQUEST
298 SOUTH THOMPSON, NIPOMO

ITEM

Consider Outside User Sewer Service request for St. Joseph's Church, 298 South Thompson, Nipomo [RECOMMEND APPROVAL].

BACKGROUND

The District received an application for outside user sewer service for 298 South Thompson Avenue, APN 090-111-008, on June 1, 2012. The applicant, St. Joseph's Church, is requesting sewer service so that the existing approximately 40 year old septic system can be abandoned. The property is located within the Sewer Prohibition Zone established by the Central Coast Regional Water Quality Control Board. Attached is a copy of the application for service.

The District currently provides water service via a 1 inch water meter to the property under an Outside User Agreement. No change to the existing water service is planned. In addition, commercial users are exempt from the District's water allocation policy.

The current Outside User Agreement includes a provision that if the District provides sewer service to the property, "such service shall be in accordance with all District policies and procedures for providing sewage service to all other property, including, without limitation, the payment of all applicable fees and charges." Thus, the applicant will be required to pay the District's sewer capacity charges and an outside user rate for ongoing user rates and charges that will be based on water usage. A copy of the Outside User Agreement is attached.

The provision of District sewer service to the property is consistent with the 2005 Groundwater Adjudication Stipulation in that the property is located outside of the Nipomo Mesa Management Area (NMMA) and by providing sewer service to the property, wastewater generated by the property will be discharged within the NMMA at the District's Southland Wastewater Treatment Facility.

FISCAL IMPACT

Sewer capacity fees will be based on the existing 1 inch meter size. Based on the District's current fee schedule that is effective through June 30, 2012, the sewer capacity fees are \$7864.

Based on a review of District records, average water use in FY 10-11 was 253 hundred cubic feet (HCF) (189,244 gallons) of water per 2 month billing cycle. Based on the District's current non-residential sewer rate of \$2.89 per 100 cubic feet of water use and a 1.3 multiplier for outside users, the estimated bimonthly sewer charge will be \$950 per billing cycle.

RECOMMENDATION

Staff recommends the following conditions if the Board desires to approve the Applicant's request for Outside User Sewer Service:

- Connection to District sewer facilities will be made by applicant via new sewer lateral installed in Bennett Street or Thompson Avenue.
- Owner's use of the property that increases or has the potential to increase sewer discharges or sewer strength from current use are prohibited unless specifically authorized in writing by District. Sewer strength for this project is classified as non-residential, low strength.
- The use of self-regenerating water softeners is prohibited.
- Enter into a new Plan Check and Inspection Agreement.
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. A sewer master plan review of project impacts, at the applicant's expense, may be required by the District.
- A Will-Serve letter for the project will be issued after improvement plans are approved and signed by General Manager.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will-Serve Letter in an amount equal to the then calculated Fees for Connection. Fees for connection are currently estimated at \$7864 and are subject to change.
- Fees for Connection shall be calculated and owing as of the date of connection to the District's sewer system from which the amount of the Deposit shall be deducted.
- Applicant shall provide District, for District's approval, a recordable document, prohibiting the use of self-regenerating water softeners within the Project.

ATTACHMENTS

- Application Letter
- Outside User Agreement
- Vicinity Map

RECEIVED

JUN - 1 2012

NIPOMO COMMUNITY
SERVICES DISTRICT

St. Joseph's Church
298 South Thompson Ave.
Nipomo, CA 93444

May 31, 2112

NIPOMO COMMUNITY SERVICES DISTRICT
148 South Wilson St.
P. O. Box 326
Nipomo, CA 93444

ATTENTION: Mr. Michael S. LeBrun, General Manager

MSL

Dear Mr. LeBrun

As you may have heard, St. Joseph's Catholic Church is embarking on a building project to increase the seating capacity of the church. The current plan is to expand the church to the west, extending out the back of the building. This will necessitate moving the present septic system that services the church building.

The current septic system on the church property is approximately 40 years old. It is made up of 4 separate septic tanks and leach systems. At least one of the systems is going to be impacted by our planned church expansion. Consequently, our Building Committee recommends an upgrade for the entire system.

It appears the best option for long term stability of the system would be to hook up to the NCSD sewer system. Although we are not in the district, we do receive our water from the district. Before we proceed with the design of the church addition and the building of a new septic system, we would like the approval to hook up to the NCSD sewer system.

We would appreciate any help or suggestions on how to proceed for the approval for sewer service.

Our contact representative is Bill Marsalek at (805) 929-1234.

Thank you for your assistance in this matter.

In Christ,

Tr. Alleta LeBrun

NIPIOMO COMMUNITY SERVICES DISTRICT

COUNTY OF SAN LUIS OBISPO

STATE OF CALIFORNIA

ORDINANCE NO. 84-45

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING LIMITED WATER SERVICE TO THE SAINT JOSEPH'S CATHOLIC CHURCH OUTSIDE OF THE DISTRICT

WHEREAS, on October 10, 1973 the District Board of Directors adopted Ordinance No. 16 establishing a policy to restrict water service to parcels of real property outside of the District; and

WHEREAS, this Board of Directors therefore does not permit the initiation of new water service outside of this District except as provided by adoption of a separate ordinance regulating such new service, and

WHEREAS, this Board of Directors has previously approved new limited water service to selected parcels outside of the District in return for legal rights to productive water well sites; and

WHEREAS, such legal rights to productive water well sites are of the District-wide benefit; and

WHEREAS, in order to secure an additional productive water well site, outside the District this Board of Directors has entered into an agreement with the Roman Catholic Bishop of Monterey, California, a Corporation Sole, and

WHEREAS, said agreement grants a perpetual exclusive easement to this District for water well purposes in return for the initiation of new limited water service to Saint Joseph's Catholic Church outside of the District; and

WHEREAS, said agreement was recorded on February 10, 1984 in the Official Records of San Luis Obispo County as Document No. 7187 at Volume 2565, Page 949.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Nipomo Community Services District as follows:

SECTION 1: Notwithstanding the provisions of Ordinance No. 16, this Board of Directors hereby grants limited water service to the Saint Joseph's Catholic Church in conformance with this District's agreement recorded on February 10, 1984 in the Official Records of San Luis Obispo County, as Document No. 7187 at Volume 2565, Page 949.

SECTION 2: EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days after its final adoption.

Before the expiration of fifteen (15) days after the adoption of this Ordinance, it shall be published in full in a newspaper of general circulation in San Luis Obispo County widely distributed in Nipomo. The publication shall include the names of each of the Directors voting for and against said Ordinance.

INTRODUCED at a Regular meeting of the Board of Directors held on March 21, 1984, on the motion of Director Peck, seconded by Director Neary, and on the following roll call vote, to wit:

AYES: Peck, Neary, Zigler, Manriquez, Haslam

NOES: None

ABSTAIN: None

ABSENT: None


PASSED AND ADOPTED at a Regular meeting of the Board of Directors held on April 4, 1984 on the motion of Director Peck, seconded by Director Zigler, and on the following roll call vote, to wit:

AYES: Peck, Zigler, Neary, Manriquez, Haslam

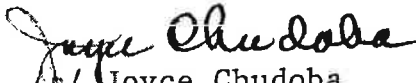
NOES: None

ABSTAIN: None

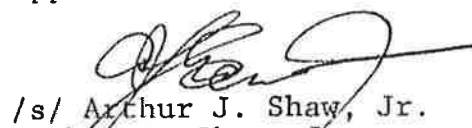
ABSENT: None


/s/ Barbara K. T. Haslam
Barbara K. T. Haslam
President of the Board
Nipomo Community Services District

ATTEST:


/s/ Joyce Chudoba
Joyce Chudoba
Board Secretary

Approved As To Form:


/s/ Arthur J. Shaw, Jr.
Arthur J. Shaw, Jr.
General Counsel

2603

RECORDED AT THE
REQUEST OF, AND WHEN
RECORDED RETURN TO,
THE NIPOMO COMMUNITY
SERVICES DISTRICT
POST OFFICE BOX 326
NIPOMO, CALIFORNIA
93444

ASSESSOR'S PARCEL 90-111-08

DOC. NO 7187
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

FEB 1 0 1984

FRANCIS M. COONEY
County Clerk-Recorder

TIME 4:30 PM

GRANT OF EASEMENT
AND
WATER SERVICE AGREEMENT
AFFECTING REAL PROPERTY

This Agreement, dated February 1, 1984 is by and
between the Nipomo Community Services District, a public
agency, (hereinafter "District") and Roman Catholic Bishop
of Monterey, California, a Corporation Sole, (hereinafter
"Owner").

RECITALS

WHEREAS District desires to acquire a permanent exclusive easement for a water well site on Owners' property, together with adequate access thereto and appropriate restrictions on the installation and use of sewage disposal facilities in the vicinity of said well site; and

WHEREAS Owners desire to grant said easement and access, and to agree to said restrictions, in return for the right to receive limited water service from the District as hereinafter set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, conditions and agreements, the District and Owners agree as follows:

AGREEMENT

ARTICLE I DESCRIPTION OF OWNERS PROPERTY

Owners warrant and represent that they are the fee owners of an approximately 10 acre parcel abutting Thompson Road and Ballard Street, all of which is outside the boundaries of the District and consists of that portion of the Sunnyside Tract, in the County of San Luis Obispo, State of California, as per map filed in Book A at page 90 of Maps in the office of the County Recorder of said County, described as follows:

Beginning at the most Easterly corner of Lot 11 in Block 1 of Tract No. 143, as shown on map recorded in Book 6 at page 8 of Maps, in the office of the County Recorder of said County; thence along the boundary of said Tract No. 143, as follows:

South 48° West 120.00 feet, South 42° East 40.00 feet, and South 48° West 532.73 feet; thence parallel with the Southwesterly line of the right of way described in the deed to the State of California, recorded November 27, 1929 in Book 78 at page 106 in Deeds in the office of the County Recorder of said County, South 42° East 660.00 feet; thence North 48° East 652.73 feet to the Southwesterly line of the right of way described in said deed to the State of California; thence along said right of way North 42° West 700 feet to the point of beginning.

ARTICLE II GRANT OF EASEMENTS

Owners hereby grant to District a perpetual exclusive easement for water well purposes only including the right to install and maintain all equipment and appurtenances necessary or appropriate therefor on, above, and beneath the ground surface on 75 feet by 75 feet area shown as District Well Site on Exhibit A, attached hereto, together with 20 feet wide perpetual non-exclusive easement for access and pipeline construction as shown on said Exhibit A.

ARTICLE III DISTRICT TO PROVIDE WATER SERVICE

Upon recordation by the District of this Grant of Easement and Water Service Agreement Affecting Real Property, the District agrees to provide upon demand a single one-inch size water service connection for normal interior sanitary purposes only, specifically not including extensive irrigation, for use within those structures which exist, or are under construction on the date of this Agreement, described in Article I herein.

The District may at its sole discretion, upon 30 days written notice of Owners, develop a water well, with appropriate appurtenances, transmission main, and access within the easements granted in Article II herein.

ARTICLE IV DISTRICT TO PAY FOR WATER SERVICE CONNECTION

Upon demand by the Owners, a one-inch size service connection shall be installed by the District within the public right-of-way of Burton Street adjacent to Owners' property.

The District agrees to bear the entire cost of installing the water service connection within the public right-of-way and to waive the payment by the Owners of the District's normal water system fee for the water service connection.

After installation of said service connection, Owners agree to accept water service on a basis similar to that provided to other customers outside of the District, and to provide adequate cross-connection protection approved by the San Luis Obispo County Division of Environmental Health.

ARTICLE V RESTRICTED USE AREA ON OWNERS PROPERTY

To protect the purity of the water from the well which may be constructed by District, the parties recognize and agree that a circular area, with a radius of 100 feet extending

from the water well, on portions of Owners' property as shown on Exhibit A, attached hereto, shall be subject and restricted at all times to uses compatible with domestic water well production. More specifically, and without limitation, sewage disposal facilities including leach fields, or seepage pits, and any use deemed incompatible by the San Luis Obispo County Division of Environmental Health, or similar agency with jurisdiction over said property, shall be prohibited in the said restricted use area.

Owners agree that the on-site sewage facilities constructed outside of the restricted use areas described herein shall be constructed or modified to standards which meet or exceed those of this District, the San Luis Obispo County Health Department and Regional Water Quality Control Board, Central Coast Region, and that said on-site sewage disposal facilities shall be designed, constructed and maintained to provide permanent sewerage service. If said systems fail to provide such permanent sewerage service Owners warrant that they shall immediately repair, modify or replace said on-site sewage disposal facilities to protect the purity of the water from the District's well.

ARTICLE VI LIMITATION ON DISTRICT'S OBLIGATIONS

This Agreement creates no obligation or commitment by the District to provide sewage service to the Owners' property at any time. If the District should provide such sewage

service at any time in the future, such service shall be in accordance with all District policies and procedures for providing sewage service to all other property, including, without limitation, the payment of all applicable fees and charges.

ARTICLE VII

This Agreement shall run with the land and shall be binding upon, and inure to the benefit of, all successors in interest of the parties hereto.

It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

OWNERS THE ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA, A CORPORATION SOLE

By: Thaddeus Shubsida
THADDEUS SHUBSIDA, Incumbent



ACKNOWLEDGE

ALL SIGNATURES

DISTRICT

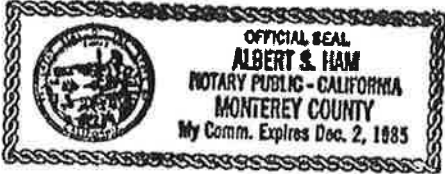
Barbara K. Haslam
PRESIDENT, BOARD OF DIRECTORS
NIPOMO COMMUNITY SERVICES DISTRICT



A. J. Shaw, Jr.
A. J. SHAW, JR.
ATTORNEY FOR DISTRICT

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On this 27th day of January in the year
nineteen eighty four before me
ALBERT S. HAM, a Notary Public, State of California,
duly commissioned and sworn, personally appeared
THADDEUS SHUBSDA



personally known to me (or proved to me on the basis of satisfactory evidence)
to be the incumbent of the corporation
that executed the within instrument, and also known to me to be the
person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed
the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the City of Monterey County of Monterey
on the date set forth above in this certificate.

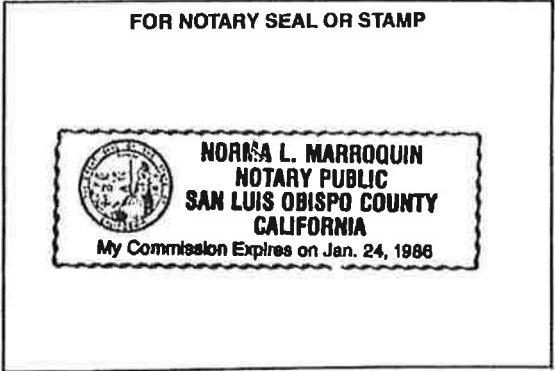
ALBERT S. HAM Notary Public, State of California
My commission expires December 2, 1985

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.
Cowdery's Form No. 28 -- Acknowledgement
to Notary Public -- Corporation (C. C. Secs. 1190-1190.1)



STATE OF CALIFORNIA } s.s.
COUNTY OF SAN LUIS OBISPO
On this the 3rd day of FEBRUARY 1984 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared
BARBARA K. T. HASLAM, personally
known to me or proved to me on the basis of satisfactory evidence to be
the said President, and
personally
known to me or proved to me on the basis of satisfactory evidence to be
Secretary of the corporation that executed the within
instrument on behalf of the corporation therein named, and acknow-
ledged to me that such corporation executed the within instrument
pursuant to its by-laws or a resolution of it's board of directors.

Signature Norma L. Marroquin



SAFECO Stock No. CAL-374 (Rev. 10-82) Ack. Corporation
Staple

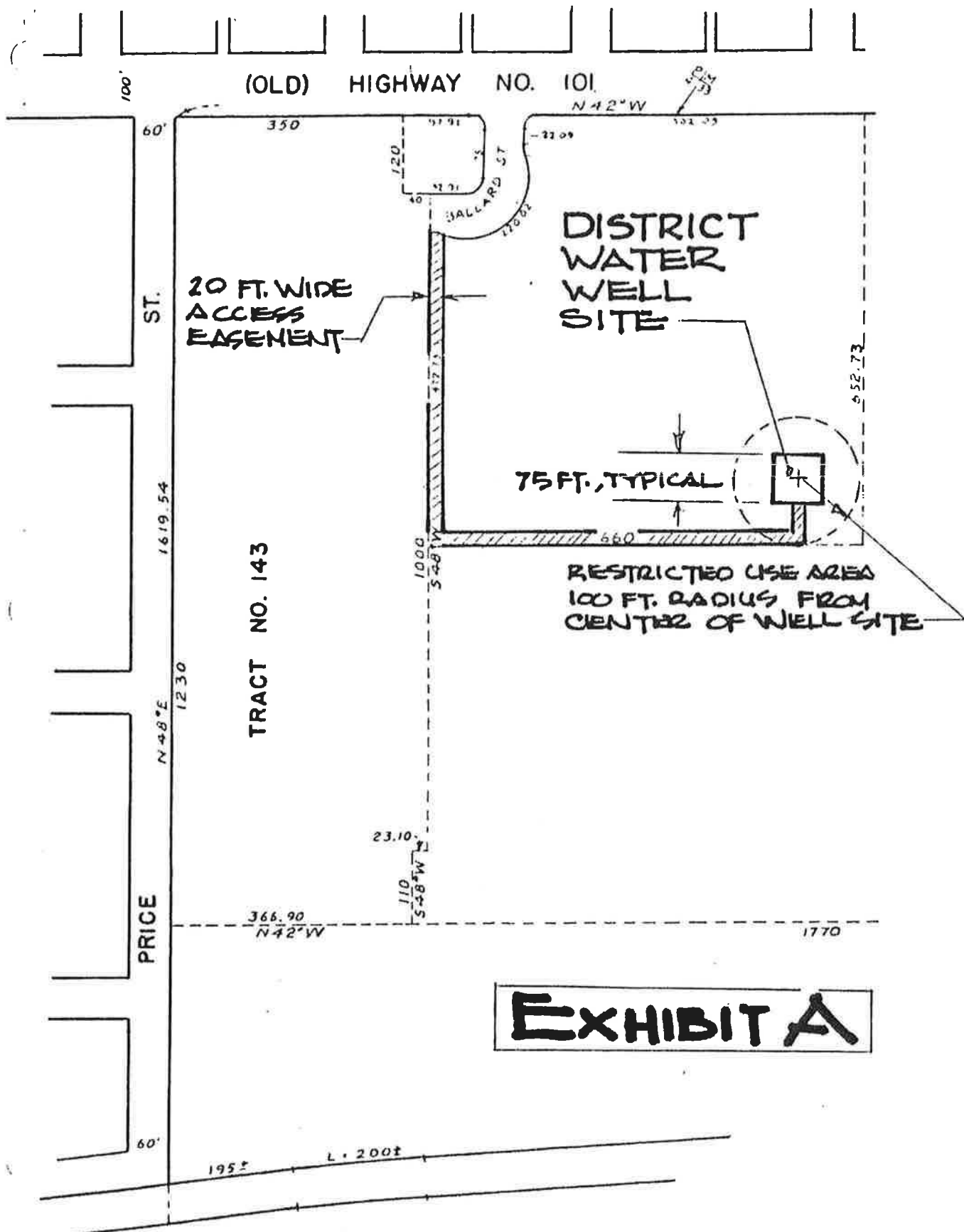


EXHIBIT A

ALBERT S. HAM
ATTORNEY AT LAW
470 CAMINO EL ESTERO
MONTEREY, CALIFORNIA 93940
TELEPHONE (408) 649-3111

AGENDAN²
FEB. 1, 1984 (6)

January 26, 1984

Mr. Robert A. Paul
General Manager & Chief Engineer
Nipomo Community Services District
P.O. Box 326
Nipomo, Ca. 93444


Re: Grant of Easement and Water Service Agreement -
St. Joseph's Catholic Church, Nipomo

Dear Mr. Paul:

Enclosed is the Grant of Easement and Water Service Agreement Affecting Real Property duly executed by my client.

Under California law, the Diocese is incorporated as a corporation sole and the Bishop is the only member of the corporation. There is no Board of Directors and therefore no resolution is needed.

Sincerely yours,


ALBERT S. HAM

ASH:bl

Enc.

cc: Rev. Msgr. James Marron

RESOLUTION NO. 212

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT ACCEPTING A GRANT OF EASEMENT AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A WATER SERVICE AGREEMENT AFFECTING REAL PROPERTY

WHEREAS, at the District's Regular Meeting on September 7, 1983 the Board of Directors considered a draft Grant of Easement and Water Service Agreement Affecting Real Property, and

WHEREAS, that Agreement will encumber the property of Saint Joseph's Catholic Church at 330 South Thompson in Nipomo, on a parcel now designated as APN 90-111-08, and

WHEREAS, at the September 7 meeting, both the Board and representatives of the Church agreed to execute and record an Agreement which will require the District to provide the Church one water service connection for normal interior sanitary purposes only, specifically not including extensive irrigation, for use within the structures constructed upon the Church property, and

WHEREAS, a fully executed copy of the Agreement has now been submitted to this District by the Roman Catholic Bishop of Monterey, California, on behalf of Saint Joseph's Catholic Church.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Nipomo Community Services District that the Grant of Easement and Water Service Agreement Affecting Real Property, a copy of which is attached to this Resolution, is hereby accepted by this District. The Board President is authorized to execute said Agreement, and the District's Secretary is directed to immediately record said Agreement in the Office of the County Recorder, San Luis Obispo County.

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

AYES: Peck, Manriquez, Neary, Zigler, Haslam

NOES: None

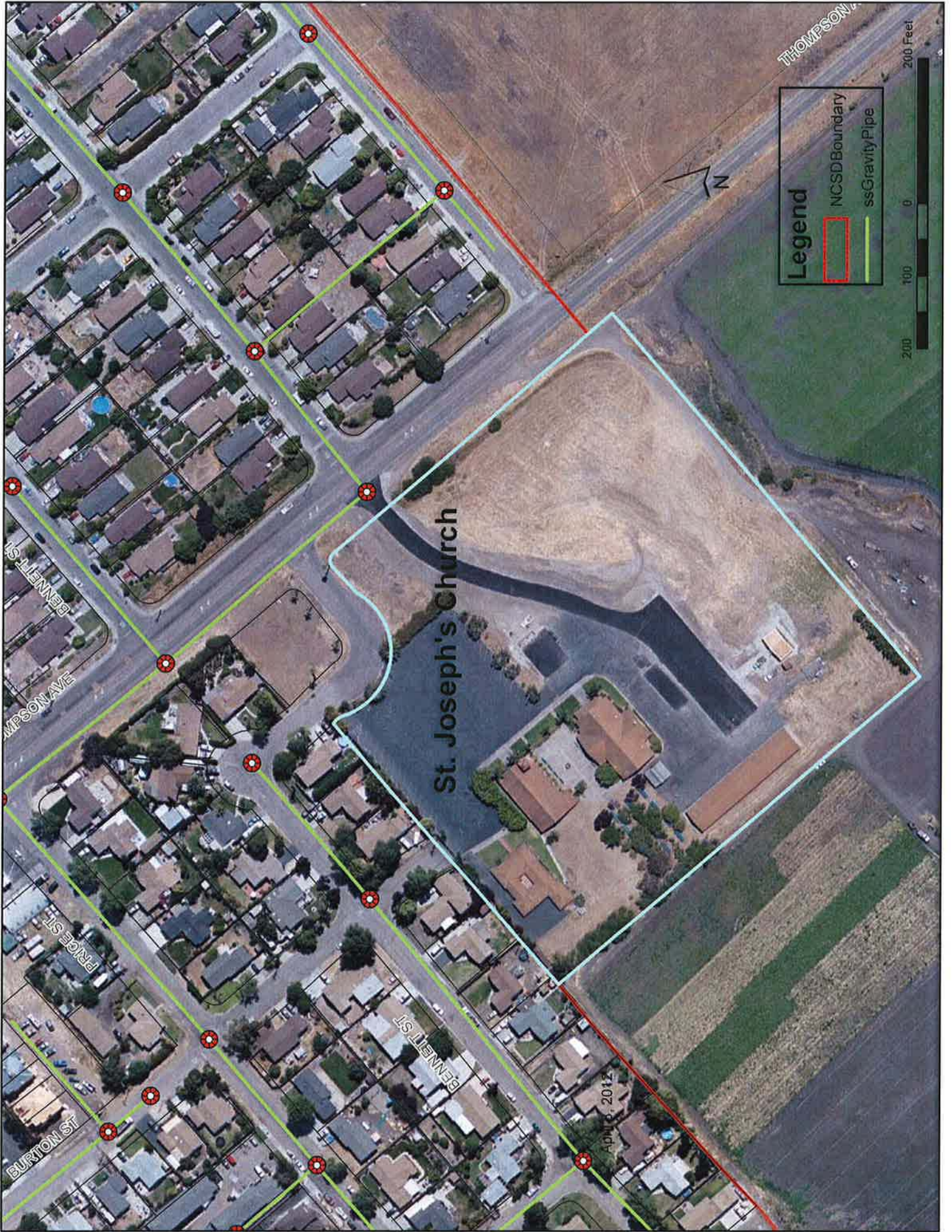
ABSENT: None

the foregoing Resolution is hereby adopted this 1st day of February, 1984.



Joyce Chudoba
Joyce Chudoba
Secretary

Barbara K. T. Haslam
Barbara K. T. Haslam
Nipomo Community Services District



Legend

- NCSDBoundary
- ssGravityPipe



St. Joseph's Church

April 6, 2012