



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

## AGENDA BOARD OF DIRECTORS MEETING

1655 Front Street  
6:30 PM

Oceano  
Wednesday

September 22, 2010

### BOARD MEMBERS

Vern Dahl, President  
Mary K. Lucey, Director  
Lori J. Angello, Director

Pamela Dean, Vice President  
Jim Hill, Director

### SECRETARY TO THE BOARD

Raffaele F. Montemurro  
General Manager

FIRE CHIEF  
Chief Michael E. Hubert

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

1. Roll Call
2. Flag Salute
3. Public Comment \*  
Any member of the public may address the Board on any item of interest within the jurisdiction of the Board. The Board will listen to all communications; however, in compliance with the Brown Act, the Board cannot act on items not on the agenda.
4. Board Member Comment \*
5. Review and Approval of Minutes
  - a. September 08, 2010

### RULES FOR PRESENTING TESTIMONY

All persons who wish to present testimony to the Board of Directors in a public hearing must observe the following rules:

1. When beginning to speak, first identify yourself and place of residence. This is required for the public record. Boards of Directors' meetings are tape recorded.
2. All remarks must be addressed to the Chair. Conversation or debate between the speaker at the podium and a member of the audience is not permitted.
3. Please keep your remarks as brief as possible. Focus your testimony on the most important facts you wish to be considered. Avoid duplicating testimony provided by others.
4. It is important that all participants conduct themselves with courtesy, dignity and respect.
5. Whenever possible, written testimony should be presented as well as oral. Written testimony can be submitted in advance of the actual hearing date.

6. Cash Disbursements

Recommend Approval of Bills as submitted

7. Administrative Items

a. Discussion District Investment Policy

Update on DORMANT ACCOUNTS: At Rabobank, N.A.

Account Number 0154167654 (OCEANO COMMUNITY SERVICE DIST)

Account Number 0154167652 (OCEANO COMMUNITY SERVICE DIST  
AS TRTEE ON BEHALF OF ATT – SITE)

Account Number 0154167655 (OCEANO COMMUNITY SERVICE DIST)

b. Discussion Board Room Activity and usage

Reservations, Holds, Cancelations, Cost of usage, Rental, and future use.

c. Title 4 Water Service (Rev. 01 – 22 – 2009)

Recommend approval Chapters:

4.01 General Provisions.

4.02 New Water Connection Service.

4.03 Existing Water Connection Service.

4.10 Fees.

4.20 District Billing.

4.30 Maintenance.

d. Discussion Properties on 19<sup>th</sup> Street

Possible Offer of Dedication or completion of 19<sup>th</sup> Street

e. First Reading California 2010 Fire Code

f. Discussion Water Meter Quotes

Recommend ordering meters from the Lowest Price Quote

8. Utility Items

- a. Cleaning and Inspection of District Sewer and Water Lines  
Continual Disclosure of the Emergency Declared by the Board of Directors  
Concerning the Cleaning and Inspection of the District Sewer and Water Mains.
- b. Will Serve and Fire Safety Plan Letters:

9. Reports of District Representatives \*

This item gives the President and Board Members the opportunity to present reports to other members regarding committees, commissions, boards, or special projects on which they may be participating.

- a. PRESIDENT VERN DAHL
  - (1) SSLOCSD 09 – 14 - 2010
  - (2) OAC 09 – 20 - 2010
  - (3) Other
- b. VICE PRESIDENT PAMELA DEAN
  - (1) Other
- c. DIRECTOR JIM HILL
  - (1) Other
- d. DIRECTOR MARY LUCEY
  - (1) Zone 3 Advisory 09 – 16 - 2010
  - (2) Other
- e. DIRECTOR LORI ANGELLO
  - (1) Other

10. General Manager Items/Discussion \*
  - a. Up date
  - b. Other
  - c.
  
11. Public Comment \*
  
12. Board Member Discussion \*
  
13. Board Member items for the next Board Meeting Agenda\*
  
14. Written Communications  
(Correspondence for the Board Received After Preparation of this Agenda is Presented by the General Manager)

Adjournment

\*Oral Presentation/Discussion

**ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION**

Consistent with the American with Disabilities Act and California Government Code §54954.2 requests for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires the modification or accommodation in order to participate at the referenced public meeting by contacting the District General Manager at 805-481-6730.

P.O. Box 599/Oceano, CA 93475  
1655 Front Street/Oceano, CA 93445  
(805) 481-6730 / FAX (805) 481-6836  
[www.oceanocsd.org](http://www.oceanocsd.org) [ocsd@oceanocsd.org](mailto:ocsd@oceanocsd.org)

**OCEANO COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES**

September 08, 2010

Oceano

Wednesday

The meeting was called to order by President Dahl at 6:30 p.m.

1. Roll Call

Present: President Dahl, VP Dean, Director Angello, Director Hill, Director Lucey

Absent: None

Staff Present: Raffaele F. Montemurro, Board Secretary/General Manager  
CarolAnn Pardo, Deputy Secretary to the Board  
Mike Hubert, Fire Chief

Staff Absent: Alex Simas, District Legal Counsel

2. Flag Salute

President Dahl led the flag salute

3. Public Comment \*

None given

4. Board Member Comment \*

VP Dean announced clean up week is September 20-24

5. Review and Approval of Minutes

a. July 14, 2010

**After public comment, Board discussion, a motion by Director Hill, second by Director Angello the following motion was adopted: approval of the July 14, 2010 minutes as presented by voice vote, 5-0**

b. August 11, 2010

**After public comment, Board discussion, a motion by Director Hill, second by Director Angello the following motion was adopted: approval of the August 11, 2010 minutes as presented by voice vote, 5-0**

c. August 25, 2010

VP Dean recused herself

**After public comment, Board discussion, a motion by Director Hill, second by Director Angello the following motion was adopted: approval of the August 25, 2010 minutes with the following typographical correction on Page Three, Fourth line from bottom "depositors" should be *depositories*, and the following addition to Page 5, Item 10 b. ""per visit" should add per visit "*in savings*" by voice vote, 4-0 with one recused**

6. Report for July, 2010 Commander Ken Conway, Sheriff's South Station  
No report given for the August 2010 Sheriff's South Station

**OCEANO COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES**

September 08, 2010

Oceano

Wednesday

7. Cash Disbursements

GM Montemurro recommended approval of Bills as submitted

**After public comment, Board discussion, a  
motion by Director Lucey,**

**second by Director Hill,**

**the following motion was adopted: approval of the cash disbursements as presented by GM Montemurro  
by voice vote, 5-0**

8. Administrative Items

a. Discussion District Investment Policy

1. GM Montemurro presented the new Signature card for all three Time Deposits at Rabobank for Board Members Vern Dahl and Pamela Dean so that all five Board Members and General Manager Montemurro will be on the signature card on file at Rabobank

**The Board unanimously agreed to the two additional signatures added to the signature card**

2. Update on DORMANT ACCOUNTS: At Rabobank, N.A.  
Account Number 0154167654 (OCSD)  
Account Number 0154167652 (OCSD Trustee ATT – SITE)  
Account Number 0154167655 (OCSD)

**The Board received and filed**

b. Discussion District Accounting and past Audit processes

GM Montemurro presented the report from Glenn, Burdette, Phillips & Bryson regarding District's accounting and past audit processes

**The Board received and filed**

c. Member Agency Agreement between SLO County Sanitation District and AG, GB, & OCSD

GM Montemurro recommended approval for the Compliance with Statewide General Waste Discharge Requirements

**After public comment, Board discussion, a  
motion by Director Hill**

**second by VP Dean**

**and the following roll call vote:**

Ayes:            Director Hill, VP Dean, Director Angello, Director Lucey, President Dahl

Nays:            None

**the following agreement was adopted: member Agency Agreement in Regards to Compliance with  
Statewide General Waste Discharge Requirements for Sanitary Sewer Systems State Water Resources  
Control Board Orders 2006-0003-DWQ and 2008-0002-EXEC and authorize President Dahl to sign on  
behalf of the Board**

d. Discussion Upcoming Fire Code

FC Hubert and Jonathan Hurst introduced the 2010 California Codes preparation for code adoption

**The Board received and filed**

**OCEANO COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES**

September 08, 2010

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Wednesday

President Dahl recessed at 8:09 pm  
President Dahl returned from break at 8:17 pm

e. Discussion Board Room Activity and usage

GM Montemurro presented the current use, wear and tear, and the future use of the board room

Ms Hensen spoke in favor of charging for the use of the board room

**The Board directed GM Montemurro to return with a recommendation on usage and the rental cost**

9. Utility Items

a. Cleaning and Inspection of District Sewer and Water Lines

GM Montemurro presented item

Ms Naylor would like to know what is going on with water and sewer

**After public comment, Board discussion, a motion by Director Hill, second by VP Dean and the following roll call vote:**

**Ayes: Director Hill, VP Dean, Director Angello, President Dahl**

**Nays: None**

**Abstain: Director Lucey**

**the following motion was adopted: Continual Disclosure of the Emergency Declared by the Board of Directors Concerning the Cleaning and Inspection of the District Sewer and Water Mains following the San Simeon earthquake**

b. Will Serve and Fire Safety Plan Letters: Eva Verdin (OCSD Project #6383)

GM Montemurro presented item and recommended approval

Director Hill recused himself

**After public comment, Board discussion, a motion by VP Dean, second by Director Lucey, and the following roll call vote:**

**Ayes: VP Dean, Director Lucey, Director Angello, President Dahl**

**Nays: None**

**the following motion was adopted: to will serve and approve fire safety plans for Eva Verdin (OCSD Project #6383) Detached Storage Building APN 061-112-025, 061-112-026 with the following corrections to the letter:**

- **Add: SUBJECT:.....Building/Restroom**
- **Remove: 1. "There are no fees due to OCSD."**

**Director Lucey was excused at 9:02pm**



**OCEANO COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING MINUTES**

September 08, 2010

Oceano

Wednesday

10. Reports of District Representatives \*
  - a. PRESIDENT VERN DAHL  
President Dahl presented the report from the September 01, 2010 SSLOCSD
  - b. VICE PRESIDENT PAMELA DEAN  
No report given
  - c. DIRECTOR JIM HILL  
No report given
  - d. DIRECTOR MARY LUCEY  
No report given
  - e. DIRECTOR LORI ANGELLO  
No report given
11. General Manager Items/Discussion \*
  - a. GM Montemurro stated that one bid for the meters has been received and is still waiting for the two other bids
  - b. GM Montemurro stated that the Water Rate Study will be given
12. Public Comment \*  
None
13. Board Member Discussion \*  
None
14. Board Member items for the next Board Meeting Agenda\*  
Quarterly report  
Rate Study
15. Written Communications  
None

**After public comment, Board discussion, a motion by Director Hill, second by Director Angello, and the following motion was adopted: to adjourn the meeting at 9:08 pm by voice vote, 5-0**



# Oceano Community Services District

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|                     |                                     |        |         |
|---------------------|-------------------------------------|--------|---------|
| \$9,553.36          | DIRECT DEPOSIT P/R THRU 09/17/10    | PR0902 | 2010-11 |
| 244,583.38          | REGULAR DISBURSEMENTS THRU 09/22/10 | EX1066 | 2010-11 |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
| <b>\$254,136.74</b> | <b>TOTAL PAYMENTS SUBMITTED</b>     |        |         |
|                     | <b>FOR APPROVAL 09-22-10</b>        |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     | <b><u>VOIDED CHECKS:</u></b>        |        |         |
|                     |                                     |        |         |
|                     | <b>NONE</b>                         |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
| <b>\$0.00</b>       | <b>TOTAL VOIDED CHECKS</b>          |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |
|                     |                                     |        |         |

P/R DATE 9/11/10  
CHK DATE 9/17/10

OCEANO COMMUNITY SERVICES DISTRICT  
DIRECT DEPOSIT LIST

RUN: 9/17/10  
15:24:41

PAGE 1  
PRDDEP

| EMP#   | NAME                   | DEDUCTION | DATE                 | CHECK# |
|--------|------------------------|-----------|----------------------|--------|
| 1-2002 | MONTEMURRO, RAFFAELE F | 2,386.63  | 9/17/10              | 51083  |
| 1-2210 | DIAZ, ALMA L           | 1,438.67  | 9/17/10              | 51084  |
| 1-2220 | PARDÓ, CAROL ANN       | 972.74    | 9/17/10              | 51085  |
| 1-2230 | RUIZ, CELIA Z          | 852.07    | 9/17/10              | 51086  |
| 2-3150 | TORRES, MAXIMIANO A    | 1,508.48  | 9/17/10              | 51087  |
| 2-3182 | SILVEIRA, DANIEL P     | 1,273.39  | 9/17/10              | 51088  |
| 2-3194 | LANGSTAFF, STEVEN A    | 1,226.37  | 9/17/10              | 51089  |
| 7      | -EMPS CODED FOR DIRDEP | 9,658.35  | TOTAL DIRECT DEPOSIT |        |
| 7      | -EMPS WITH DEDUCTION   |           |                      |        |

DIRECT DEPOSIT PAYROLL THRU 9-17-10

| PAYEE                          | VEND.NO. | CHECK DATE | CHECK # | CHECK AMT | PREPAID |
|--------------------------------|----------|------------|---------|-----------|---------|
| SAN LUIS OBISPO, COUNTY OF     | 28217    | 92210      | 51107   | 144030.11 | 0       |
| SSLOCSD                        | 32274    | 92210      | 51110   | 69899.80  | 0       |
| GBP&B                          | 14780    | 92210      | 51098   | 8627.80   | 0       |
| ANTHEM BLUE CROSS              | 3950     | 92210      | 51092   | 5802.00   | 0       |
| KIRK & SIMAS                   | 18780    | 92210      | 51099   | 4198.90   | 0       |
| TUCKFIELD & ASSOCIATES         | 34210    | 92210      | 51113   | 3120.00   | 0       |
| TODD ENGINEERS                 | 33570    | 92210      | 51112   | 1977.84   | 0       |
| NOSSAMAN, GUTHNER, KNOX ETAL   | 23375    | 92210      | 51102   | 1271.82   | 0       |
| AGP VIDEO                      | 700      | 92210      | 51091   | 1117.50   | 0       |
| (PITNEYWORKS) RESERVE ACCOUNT  | 25740    | 92210      | 51103   | 750.00    | 0       |
| CLINICAL LABORATORY OF         | 8135     | 92210      | 51093   | 520.00    | 0       |
| A T & T                        | 255      | 92210      | 51090   | 480.44    | 0       |
| RAYMOND'S SLO PLUMBING         | 26550    | 92210      | 51106   | 450.00    | 0       |
| SM TIRE, INC                   | 29600    | 92210      | 51108   | 286.47    | 0       |
| J. B. DEWAR, INC.              | 11150    | 92210      | 51095   | 257.88    | 0       |
| CREDIT CARD PROCESSING CENTER  | 10090    | 91010      | 51082   | 238.16    | 1       |
| LUCEY, MARY R.                 | 20089    | 92210      | 51100   | 200.00    | 0       |
| MISSION LINEN SUPPLY           | 21186    | 92210      | 51101   | 198.00    | 0       |
| QUILL CORPORATION              | 25743    | 92210      | 51104   | 196.09    | 0       |
| FOUR STAR VILLAGE AUTO SERVICE | 92504    | 92210      | 51117   | 193.35    | 0       |
| EXECUTIVE JANITORIAL           | 12975    | 92210      | 51097   | 175.00    | 0       |
| STANLEY CONVERGENT SECURITY    | 33040    | 92210      | 51111   | 168.00    | 0       |
| SCHIMANDLE TECH SERVICES       | 30170    | 92210      | 51109   | 150.00    | 0       |
| DEAN, PAMELA                   | 11120    | 92210      | 51094   | 100.00    | 0       |
| WATER SYSTEMS CONSULTING, INC. | 94532    | 92210      | 51118   | 54.90     | 0       |
| LEE CENTRAL COAST NEWSPAPERS   | 26250    | 92210      | 51105   | 39.00     | 0       |
| DIAZ, ALMA L.                  | 91226    | 92210      | 51115   | 33.00     | 0       |
| DIGITAL WEST NETWORKS          | 11433    | 92210      | 51096   | 30.00     | 0       |
| CAROLANN PARDO                 | 91228    | 92210      | 51116   | 11.00     | 0       |
| MONTEMURRO, RAFFAELE F.        | 91222    | 92210      | 51114   | 6.32      | 0       |

244583.38 \*

30 RECORDS PROCESSED

| PAYEE                         | DETAIL OF DEMANDS | INV. NO.     | ACCOUNT     | DEPT NAME  | CHECK NO.      | CHECK AMOUNT | JOB/PROJECT | KEY # |
|-------------------------------|-------------------|--------------|-------------|------------|----------------|--------------|-------------|-------|
| 090210                        | 8054816730        | 805481673062 | 01-4100-111 | ADMINISTRA |                | 282.46       |             | 110   |
| 090210                        | 8054810085        | 805481008558 | 02-4400-111 | WATER      |                | 43.89        |             | 120   |
| 090210                        | 8054892124        | 805489212449 | 02-4400-111 | WATER      |                | 85.36        |             | 130   |
| 090210                        | 8054817760        | 805481776058 | 03-4500-111 | SEWER      |                | 68.73        |             | 140   |
| A T & T                       |                   | 00255        |             |            | 051090         | 480.44       |             |       |
| 08/10 VIDEO SERV              |                   | 4113         | 01-4100-220 | ADMINISTRA |                | 1,117.50     |             | 210   |
| AGP VIDEO                     |                   | 00700        |             |            | 051091         | 1,117.50     |             |       |
| 10/10 PREM                    |                   | 36469        | 01-2166-001 | PAYROLL    |                | 5,802.00     |             | 330   |
| ANTHEM BLUE CROSS             |                   | 03950        |             |            | 051092         | 5,802.00     |             |       |
| 08/10 PROF SERV               |                   | 910054       | 02-4400-220 | WATER      |                | 520.00       |             | 440   |
| CLINICAL LABORATORY OF        |                   | 08135        |             |            | 051093         | 520.00       |             |       |
| OFF SUPP                      |                   | 081310       | 01-4100-200 | ADMINISTRA |                | 47.68        |             | 10    |
| SEMINAR: DIAZ                 |                   | 100510       | 01-4100-285 | ADMINISTRA |                | 124.50       |             | 20    |
| OFF EXPENSE                   |                   | 072810       | 01-4100-200 | ADMINISTRA |                | 65.98        |             | 30    |
| CREDIT CARD PROCESSING CENTER |                   | 10090        |             |            | 9/10/10 051082 | 238.16       | *           |       |
| B/S:1 REG                     |                   | 081110       | 01-4100-225 | ADMINISTRA |                | 100.00       | 119160225   | 320   |
| DEAN, PAMELA                  |                   | 11120        |             |            | 051094         | 100.00       |             |       |
| 31-AUG FUEL 30016             |                   | 740293       | 02-4400-172 | WATER      |                | 91.56        | 41680172    | 250   |
| 31-AUG FUEL 30017             |                   | 740193       | 03-4500-172 | SEWER      |                | 166.32       | 51780172    | 260   |
| J.B. DEWAR, INC.              |                   | 11150        |             |            | 051095         | 257.88       |             |       |
| WEB HOST:09/01-10/01/10       |                   | 1307         | 01-4100-220 | ADMINISTRA |                | 30.00        |             | 290   |
| DIGITAL WEST NETWORKS         |                   | 11433        |             |            | 051096         | 30.00        |             |       |
| 08/10 SERV/ SUPP              |                   | 73872        | 01-4100-173 | ADMINISTRA |                | 175.00       |             | 60    |
| EXECUTIVE JANITORIAL          |                   | 12975        |             |            | 051097         | 175.00       |             |       |
| PROF SERVICES                 |                   | 109327       | 01-4100-220 | ADMINISTRA |                | 8,627.80     |             | 450   |
| GBP&B                         |                   | 14780        |             |            | 051098         | 8,627.80     |             |       |
| 1248-01:ADM                   |                   | 124022       | 01-4100-223 | ADMINISTRA |                | 2,455.00     |             | 340   |
| 1248-01:EXPS                  |                   | 124022       | 01-4100-223 | ADMINISTRA |                | 62.68        |             | 350   |
| 1248-02:FIRE                  |                   | 124022       | 01-4200-223 | FIRE       |                | 1,181.22     |             | 360   |

| PAYEE   | DETAIL OF DEMANDS<br>VEND. NO. | INV. NO.     | ACCOUNT                    | DEPT<br>NAME   | CHECK<br>NO. | CHECK<br>AMOUNT                      | JOB/PROJECT            | KEY #     |
|---|--------------------------------|--------------|----------------------------|----------------|--------------|--------------------------------------|------------------------|-----------|
| KIRK & SIMAS  | 18780                          | 124022       | 02-4400-223                | WATER          |              | 200.00                               |                        | 370       |
|   |                                | 124022       | 03-4500-223                | SEWER          |              | 180.00                               |                        | 380       |
|   |                                | 124022       | 06-4900-223                | GARBAGE        |              | 120.00                               |                        | 390       |
|   |                                |              |                            |                | 051099       | 4,198.90                             |                        |           |
| B/S:2 REG<br>LUCEY, MARY K.   | 20089                          | 083110       | 01-4100-225                | ADMINISTRA     | 051100       | 200.00<br>200.00                     | 118960225              | 240       |
| 08/10 CLOTHING/TOWELS<br>MISSION LINEN SUPPLY                       | 21186                          | 110099       | 02-4400-100                | WATER          | 051101       | 198.00<br>198.00                     |                        | 230       |
| 08/10 LIT SERV:27.30%<br>NOSSAMAN, GUTHNER, KNOX ETAL               | 23375                          | 375421       | 09-4994-362                | WATER LITI     | 051102       | 1,271.82<br>1,271.82                 | 949960362              | 420       |
| POSTAGE DEP ACCT<br>(PITNEYWORKS) RESERVE ACCOUNT                   | 25740                          | 18285254     | 01-4100-210                | ADMINISTRA     | 051103       | 750.00<br>750.00                     |                        | 50        |
| OFF SUPP<br>QUILL CORPORATION                                       | 25743                          | 7790049      | 01-4100-200                | ADMINISTRA     | 051104       | 196.09<br>196.09                     |                        | 220       |
| FY2010-2011 BUD<br>LEE CENTRAL COAST NEWSPAPERS                     | 26250                          | 00697038     | 01-4100-235                | ADMINISTRA     | 051105       | 39.00<br>39.00                       |                        | 270       |
| 0573:1655 FRONT ST<br>RAYMOND'S SLO PLUMBING                        | 26550                          | 4340         | 01-4100-220                | ADMINISTRA     | 051106       | 450.00<br>450.00                     | 57380220               | 200       |
| CCWA:VAR O&M 01-01-11<br>DWR: 50% BAL<br>SAN LUIS OBISPO, COUNTY OF | 28217                          | 2169<br>2126 | 02-4400-298<br>02-4400-398 | WATER<br>WATER | 051107       | 6,355.91<br>137,674.20<br>144,030.11 | 649280398<br>649280398 | 70<br>190 |
| 0517:R&M 30017<br>SM TIRE, INC                                      | 29600                          | 561920       | 03-4500-171                | SEWER          | 051108       | 286.47<br>286.47                     | 51780171               | 280       |
| R&M NETWORK:SEP 15<br>SCHIMANDLE TECH SERVICES                      | 30170                          | 01           | 01-4100-170                | ADMINISTRA     | 051109       | 150.00<br>150.00                     |                        | 460       |
| 083110:COLLECTIONS<br>SSLOCSD                                       | 32274                          | 083110       | 03-4500-297                | SEWER          | 051110       | 69,899.80<br>69,899.80               |                        | 310       |
| 10/10 ALARM SERV  |                                | 7232508      | 02-4400-110                | WATER          |              | 42.00                                | 44180220               | 150       |

| PAYEE  | DETAIL OF DEMANDS<br>VEND. NO. | INV. NO.   | ACCOUNT     | DEPT<br>NAME | CHECK<br>NO. | CHECK<br>AMOUNT      | JOB/PROJECT | KEY # |
|--|--------------------------------|------------|-------------|--------------|--------------|----------------------|-------------|-------|
| 10/10 ALARM SERV                                   |                                | 7232508    | 02-4400-110 | WATER        |              | 42.00                | 44080220    | 160   |
| 10/10 ALARM SERV                                   |                                | 7232508    | 03-4500-110 | SEWER        |              | 42.00                | 57380220    | 170   |
| 10/10 ALARM SERV                                   |                                | 7232508    | 01-4200-110 | FIRE         |              | 42.00                | 927380220   | 180   |
| STANLEY CONVERGENT SECURITY                        | 33040                          |            |             |              | 051111       | 168.00               |             |       |
| 8601:ANNUAL MONITORING<br>TODD ENGINEERS           | 33570                          | 46202 8-10 | 02-4400-220 | WATER        | 051112       | 1,977.84<br>1,977.84 | 860160220   | 80    |
| RATE STUDY:WATER                                   |                                | 0282       | 02-4400-357 | WATER        |              | 1,560.00             |             | 400   |
| RATE STUDY:SEWER                                   |                                | 0282       | 03-4500-357 | SEWER        |              | 1,560.00             |             | 410   |
| TUCKFIELD & ASSOCIATES                             | 34210                          |            |             |              | 051113       | 3,120.00             |             |       |
| POSTAGE<br>MONTEMURRO, RAFFAELE F.                 | 91222                          | 091010     | 01-4100-210 | ADMINISTRA   | 051114       | 6.32<br>6.32         |             | 90    |
| MILEAGE<br>DIAZ, ALMA L.                           | 91226                          | 083110     | 01-4100-280 | ADMINISTRA   | 051115       | 33.00<br>33.00       |             | 100   |
| MILEAGE<br>CAROLANN PARDO                          | 91228                          | 083110     | 01-4100-280 | ADMINISTRA   | 051116       | 11.00<br>11.00       |             | 430   |
| R&M:VEHICLES<br>FOUR STAR VILLAGE AUTO SERVIC      | 92504                          | 122010     | 01-4200-171 | FIRE         | 051117       | 193.35<br>193.35     |             | 40    |
| LOPEZ LINE:22.50%<br>WATER SYSTEMS CONSULTING, INC | 94532                          | 0171-0     | 02-4400-220 | WATER        | 051118       | 54.90<br>54.90       |             | 300   |
| CHECKS WRITTEN                                     |                                |            |             |              |              | 244,345.22           |             |       |
| * PREPAID ITEMS                                    |                                |            |             |              |              | 238.16               | *           |       |
| TOTAL DEMANDS PAID                                 |                                |            |             |              |              | 244,583.38           |             |       |

## TITLE 4 WATER SERVICE

### Chapters:

- 4.01 General Provisions.
- 4.02 New Water Connection Service.
- 4.03 Existing Water Connection Service.
- 4.04 – 4.09 --- Intentionally left blank.
- 4.10 Fees.
- 4.20 District Billing.
- 4.30 Maintenance.

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necessary or convenient to protect and control the water service connections sold, supplied, delivered, distributed and maintained pursuant to his Code.

Each and every condition and requirement with respect to use, connection, disconnection, reconnection and discontinuance of water, water service, and water service connections provided for herein shall apply with equal force and effect to any failure or refusal of any person or corporation, public or private, to comply with water service requirements.

There shall be no deviation from this Code's requirements except upon express authorization by the General Manager or his designated representative. (Ord. 2006-1 Art. 7 § 1-3)

**4.01.90**        **Revenue.** The revenue that makes up the District's reserves shall be charged with the obligation to pay periodic short falls in revenue, if any collected pursuant to this Article to meet the District's contractual commitments as well as on-going costs to provide water service. (Ord. 2006-1 Art. 10 § 1)

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Transportation or any other authority having jurisdiction over any public way in which applicant intends to perform any work related to District services. (Ord. 2006-1 Art. 2 § 1(k))

**4.02.50**        **Plans and Specifications.** Plans, profiles and specifications shall be prepared by a registered engineer and submitted to the District for review and approval before constructing a public service for which the District has jurisdiction. All such documents submitted shall be prepared in accordance with, and review shall be based upon the District's standards and specifications in existence at the time submitted. (Ord. 2006-1 Art. 2 § 1(b))

**4.02.60**        **All Costs Paid By Owner.** All costs and expenses incident to the installing and connecting water or other work for which a permit has been issued shall be borne by the owner. The owner shall indemnify the District from any loss or damaged that may directly or indirectly be occasioned by the work.

**4.02.70**        **Review Procedures.** District staff shall make every effort to review and comment on any plans, profiles and specifications, or modifications thereto, within ten (10) business days after submittal. Upon approval, the General Manager or District Engineer shall sign and date the pertinent pages. (Ord. 2006-1 Art. 2 § 1(b))

**4.02.80**        **Final Map Approval.** In the case of a subdivision, the final subdivision or parcel map shall be submitted to the District for review and approval before recording. (Ord. 2006-1 Art. 2 § 1(c))

**4.02.90**        **Public Water Lines.** All public water lines shall be in streets or rights of way dedicated to public use or, upon District approval shall be in easements or right of way granted to District.

Easements and rights of way contained in a final subdivision or parcel map shall be of sufficient size to allow laying and maintaining a public service. The cost to obtain said easement or right of way shall be borne by the applicant. (Ord. 2006-1 Art. 2 § 1(c)(i))

**4.02.100**       **Time Extensions.** If construction of a public service is not completed within the time allowed by the District, the General Manager may extend the time limit or, with Board approval, complete the work and enforce the provisions of any bond furnished by the applicant. (Ord. 2006-1 Art. 2 § 1(c)(ii))

**4.02.110**       **Persons Authorized to Perform Work.** The construction of a public service shall be performed by persons with the appropriate license issued by the California Contractors State Licensing Board. (Ord. 2006-1 Art. 2 § 1(d))

**4.02.120**       **Compliance with All Applicable Laws.** Any person constructing a public service or any structure requiring District approval or permit shall comply with all State, County District, South San Luis Obispo County Sanitation District or any other applicable laws not herein identified, and the permit. The Applicant is responsible for assuring that the contractor conforms to all permit conditions and laws applicable to the permit. (Ord. 2006-1 Art. 2 § 1(d) and (e))

**4.02.130**       **Construction Warnings.** Whenever a public service is under construction, such lights, signs and barriers shall be erected and maintained to give reasonable warning to the

estimate the cost to disconnect and reconnect to the system. User shall deposit the estimated cost before being reconnected to the system. Upon reconnection, the District shall refund any unused portion of the deposit to the user. (Ord. 2006-1 Art. 2 § 1(o))

**4.02.200**      **Occupancy of Disconnected Premises.** During any period of disconnection as described in section 4.02.190, occupancy or operation of any building or facility to which water service has been disconnected shall constitute a public nuisance and the District may abate the same as provided in §4.02.170. (Ord. 2006-1 Art. 2 § 1(p))

**4.02.210**      **Enforcement Means.** The District hereby declares that the foregoing procedures are established as a means to enforce the terms and conditions of its ordinances, rules and regulations and not as a penalty. (Ord. 2006-1 Art. 2 § 1(q))

**4.02.220**      **Chapter Violation is a Misdemeanor.** A violation of this Chapter by any person is a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000.00), imprisonment not to exceed one (1) month or both. Each and every connection or occupancy in violation of the this Chapter shall be deemed a separate violation and each and every day or part of a day a violation of this Chapter shall be deemed a separate offense. (Ord. 2006-1 Art. 2 § 1(r))

**4.02.230**      **Violator Liable for any Expense, Loss or Damage.** Any person violating any provision of this Chapter shall be held liable to the District for any expense, loss or damage occasioned by the District by reason of said violation. (Ord. 2006-1 Art. 2 § 1(s))

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The District Secretary shall make every effort to set a hearing for the next regularly scheduled Board meeting and shall cause a notice of hearing to be given to the, property owner or customer, no less than five (5) days prior to the hearing date unless notice is waived in writing.

The Board shall rule upon the application within forty-five (45) days from the date the application was submitted unless the Board makes a finding that additional time to make its findings are needed. (Ord. 2006-1 Art. 3 § 3)

**4.03.50 Relief on District Action.** The Board may suspend or modify any provision of this Chapter with regard to a particular premises upon a finding that special circumstances exist that demonstrate that the Chapter, as applied, does not advance the District's interests. (Ord. 2006-1 Art. 3 § 4)

**4.03.60 Water Use Without Application.** If water service is delivered to a premises without the occupant first having made an application for existing water service and paying the application fee, the occupant and, if applicable, the property owner will be held liable for all charges for all water service rendered. The amount shall be determined by meter reading or on the basis of the estimated consumption for the estimated length of time service was received by the occupant without proper application. (Ord. 2006-1 Art. 3 § 5)

**4.03.70 No Warranty of Water Pressure.** The District assumes no responsibility for loss or damage because of lack of water pressure. All connections, pumps, tanks, chlorinators or other appurtenances installed at any point in the after line between the meter and customer's water outlets shall be the customer and property owner's sole responsibility.

Installation must be approved by the District. Approval shall be based upon standard water works practice as promulgated by the American Waterworks Association and District standards. (Ord. 2006-1 Art. 3 § 7)

**4.03.80 Meter Locations.** The District shall approve all meter locations. Water service will be installed in size as determined by the District and at the location desired by the applicant where such requests are reasonable and compatible with function of the distribution system. (Ord. 2006-1 Art. 3 § 8)

**4.03.90 Municipal, Industrial and Domestic Service Connections.** Except as provided herein each municipal structure, industrial structure or domestic structure under separate ownership shall have its own service connection. Two or more structures under a common owner may share a single service connection. A service connection shall not be used to supply water to non adjoining property that has a common owner. When a parcel is subdivided any existing service connections shall belong to the parcel where it is located. A service connection may supply water to a recreational vehicle or living unit trailer for a maximum of seventy-two (72) hours every ninety (90) days.

The District reserves the right to limit the number of structures to be supplied by a single service connection or the number of service connections in any given area. An illegal service connection as described herein shall be charged \$100.00 per incident, charged against the property supplying the water utility account. (Ord. 2006-1 Art. 3 §§ 9. a-c)

## CHAPTER 4.10 FEES

### Sections:

- 4.10.10 Fee Disposition.
- 4.10.20 Inspection Fees.
- 4.10.30 Service Connection Fees
- 4.10.40 Equivalent Single Family Dwelling.
- 4.10.50 Additional Connection Fees.
- 4.10.60 Capacity Fees.
- 4.10.70 Repayment Agreements.
- 4.10.80 Annexation Rates.
- 4.10.90 Out of District Services.
- 4.10.100 Turn on Fee.

**4.10.10 Fee Disposition.** All fees collected on the District's behalf shall be shown as revenue in the proper account and the funds deposited in the manner provided by the District. (Ord. 2006-1 Art. 2 § 1i)

**4.10.20 Inspection Fees.** Fees for building, water and related facilities inspections are detailed below:

|                           |         |
|---------------------------|---------|
| Single Family Dwelling    | \$50.00 |
| Multiple Units (per unit) | \$25.00 |

(Ord. 2006-1 Art. 2 § 1h)

**4.10.30 Service Connection Fee.** The fee to file the application or renewal for a new service connection is \$30.00. Additionally, the following fees apply:

|                   |  |
|-------------------|--|
| 5/8" x 3/4" Meter | \$675 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$4,755)     |
| 3/4" Meter        | \$950 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$5,030)     |
| 1" Meter          | \$1,350 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$5,430)   |
| 1 1/2" Meter      | \$2,700 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$6,780)   |
| 2" Meter          | \$5,400 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$9,480)   |
| 3" Meter          | \$10,800 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$14,880) |
| 4" Meter          | \$18,900 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$22,980) |
| 6" Meter          | \$43,200 installation charge + \$81.60/front foot with a minimum front foot charge of \$4,080 (Minimum = \$47,280) |

(Ord. 2006-1 Art. 2 § 4)

b. The District shall determine the new connections' prorated cost. Such costs shall be based upon construction costs furnished by the applicant and as approved by the District.

c. These main extension charges shall be detailed in an agreement approved by the Board. Said agreement shall not be in force more than ten (10) years.

d. The District shall collect from those charges levied against the new connections a ten percent (10%) administration fee.

e. The public main extension under agreement may be further extended in accordance with the provisions set forth herein without obligation and reimbursement shall not be made by those new services connecting to the additional extension excepting when that additional extension conforms to the guidelines detailed in this section and is under a separate repayment agreement. (Ord. 2006-1 Art. 2 § 2b)

**4.10.80** **Annexation Rates.** For each acre or fractional part of an acre of the land included in the area proposed to be annexed to the District, \$100 shall be charged to defray the District's administrative and personnel costs to process such annexation. (Ord. 2006-1 Art. 2 § 2c)

**4.10.90** **Out of District Services.** For properties outside the District boundaries but are receiving District water or sewer services, not on an emergency basis, there will be a \$7.10 administrative charge per billing cycle. (Ord. 2006-1 Art. 2 § 8)

**4.10.100** **Turn on Fee.** If, at any time, water service is discontinued, a turn-on fee of \$30 will be paid to the District prior to service being restored. (Ord. 2006-1 Art. 3 § 6)

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|                  |              |
|------------------|--------------|
| 7 - 25 ccf       | \$2.25 / ccf |
| Additional Needs | \$2.95 / ccf |

In addition to the charges listed above, a fee of \$1.14 per ccf, or portion thereof, will be charged to defray the additional costs associated with Zone 3 Lopez Dam Retrofit and Water Treatment Plan Update. (Ord. 2006-1 Art. 4 § 1a)

**4.20.30 Minimum Bi-Monthly Charges; Residential** The minimum bi-monthly water charges for residential accounts will be \$23.94, which will allow six hundred (600) cubic feet. Additional needs shall be charged at the metered rate of:

|                  |              |
|------------------|--------------|
| 7 - 25 ccf       | \$2.25 / ccf |
| Additional Needs | \$2.95 / ccf |

In addition to the charges listed above, a fee of \$1.14 per ccf, or portion thereof, will be charged to defray the additional costs associated with Zone 3 Lopez Dam Retrofit and Water Treatment Plan Update.

For meters serving more than one (1) residential dwelling unit, the minimum bi-monthly charge shall be calculated as \$3.99 multiplied by six (hundred cubic feet), multiplied by the number of dwelling units served. (Ord. 2006-1 Art. 4 § 1b)

**4.20.40 Partial Billing.** Partial billings shall be based upon the following chart:

| <u>Days of Use</u> | <u>Fraction of Charge</u> |
|--------------------|---------------------------|
| 1 - 15             | 1/4 of minimum            |
| 16 - 30            | 1/2 of minimum            |
| 31 - 45            | 3/4 of minimum            |
| 46 - 60+           | All of minimum            |

(Ord. 2006-1 Art. 4 § 2)

**4.20.50 Disputed Bills.** Whenever there is a dispute as to a bill's accuracy, the District will initiate an investigation, including a meter test in accordance with this Chapter.

Bills reflecting clerical or meter errors shall be adjusted, taking into consideration the volume of business, seasonal demand, and any other factors that may assist in determining an equitable charge. (Ord. 2006-1 Art. 4 § 3)

**4.20.60 Billing Adjustment.** The owner may request a billing adjustment whenever a bill reflects a high usage compared to the previous comparable seasonal billing period. The owner must produce evidence of a break or malfunction that was not reasonably detectable. The owner must also produce evidence the break or malfunction has been repaired.

High usage is defined as water use for a billing period which is in excess of one and one-half (1.5) times the normal seasonal bimonthly use as solely determined by the District.

Once the District determines there is no evidence that the excess water use was due to the willful act or the negligence of the consumer or the consumer's agent(s), the General Manager will credit the consumer's account for one-half (1/2) the difference between the dollar amount of the normal

state that unless the charges and penalties are paid within forty-eight (48) hours, service will be discontinued. Once delinquency notice has been posted an additional \$25.00 fee will be assessed.

If it becomes necessary to remove a water meter to discontinue service for reasons other than maintenance, a reconnection fee shall be charged for its replacement. If water service has been turned off for failure to pay for service, a reconnection fee shall be charged, and paid in advance of water being restored. If payment is received after 3:30 p.m. on any working day then service may not be restored until the next working day. If payment was made after 3:30 p.m. and the customer desires for their service to be restored the same day, then the reconnection charge shall be increased by the cost for call-out service. Call out service is a minimum of two (2) hours at time and a half pay. (Ord. 2006-1 Art. 5 §§ 1d(i-ii))

**4.20.120 Delinquent Charges Become a Lien.** Charges of any kind more than one hundred twenty (120) days delinquent plus penalties and interest thereon when recorded as provided in California Government Code § 61115 shall constitute a lien upon the real property. However, no such lien shall be created against any publicly owned property. Such lien shall continue until the charges, penalties and interest are fully paid, or until the property is sold or until otherwise extinguished by operation of law.

If any action at law is commenced to collect delinquent charges, the District shall compute the amount of the charges plus penalties, disconnection fees, administrative costs and interest on the sum thereof at the rate of one-half of one percent (.050%) per month from the delinquency date and shall report the total of such computation to the County Auditor for inclusion on the tax rolls. A copy of said report shall be recorded with the County Recorder. (Ord. 2006-1 Art. 5 § 4)

**4.20.130 Addition of Unpaid Fees and Charges to the Tax Roll.** On or before July 15 of each calendar year, the District Secretary shall prepare a list of persons owing connection fees, service charges, penalties and other charges. The Secretary shall transmit the list to the County Auditor on or before August 10<sup>th</sup> for inclusion in the assessment roll. The procedures for notice and hearing set forth in California Government Code Section 61115 shall be followed. (Ord. 2006-1 Art. 5 § 5)

**4.20.140 Returned Checks.** A service charge of \$30.00 for each returned check may be collected at the General Manager's discretion. The General Manager may require payment in cash, certified check or other means acceptable as bona fide payment. (Ord. 2006-1 Art. 5 § 1d(iv))

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change will be paid by the owner. Payment must be received by the District prior to the meter relocation. (Ord. 2006-1 Art. 6 § 4)

**4.30.70**      **Meter Test.** Upon one (1) week's notice, a customer may request the District to test the meter serving the customer's premises. The customer shall have the right to require the District to conduct the test in his presence or in the presence of his authorized representative. The customer shall be notified, not less than five (5) days in advance, of the test time and place. A written report giving the test results shall be given to the customer within ten (10) days after the test's completion. The customer shall pay \$40.00 to cover the reasonable test cost. If the meter is found to register more than two percent (2.00%) fast, the fee shall be returned. (Ord. 2006-1 Art. 8)

**4.30.80**      **Water Supply Shut-Off for Repairs or Modifications.** The District may shut off the water supply to repair, extend or alter water mains and to repair and replace hydrants, to repair and renew water service connections, or to change and test water meters or detector check valves.

When the water supply is to be shut-off for any of the above reasons, the District will make a reasonable effort to deliver notice of the shut-off to the customer or to some responsibly interested person on the premises but it does not assume any liability for the customer's failure to receive or to understand such notice. The District shall not be responsible for the maintenance of pressure nor the continuity of water supply, and customers dependent upon a continuous water supply should provide for adequate storage for emergencies.

Customers having water heaters or any device requiring a continuous water supply should take all necessary steps to prevent water damage to or the causing of injury by such devices as a result of the shutting-off of the water supply. (Ord. 2006-1 Art. 6 § 6)

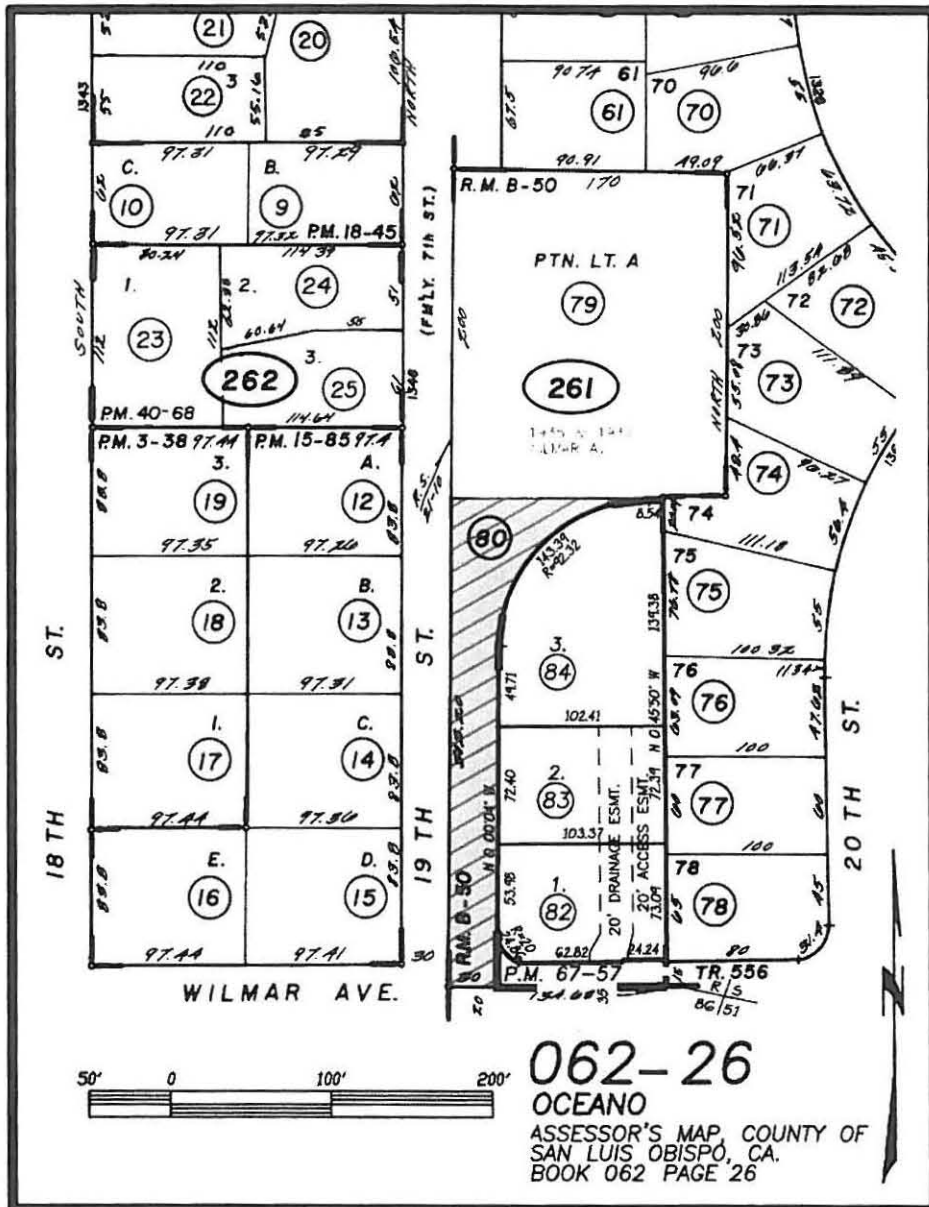
**4.30.90**      **Damage on the Premises Served.** The District assumes no responsibility for the maintenance and operation of the customer's water system beyond the service connection. The customer assumes all liability and responsibility of every kind and District shall be kept whole and held harmless at all times as to any and all claims resulting from matters involving quantities, qualities, time and occasion of delivery, or any other phase of maintenance operation and service of customer's water system. (Ord. 2006-1 Art. 6 § 7)

**4.30.100**      **Tampering with District Property.** No person, other than an authorized District employee, shall operate, or cause to be operated; any valve connected to a water main, service connection or fire hydrant. No person shall tamper with or otherwise interfere with any water meter, meter valve, backflow prevention device detector check valve or other part of the water system. Notwithstanding this section a non District employee may shut-off water to prevent damage to a customer's property or District property.

If a curb cock or wheel valve controlling a water supply is uncovered or a meter cover or center piece is removed or lifted, the person, firm or corporation responsible will be held liable for any injury or damage to the District property. (Ord. 2006-1 Art. 6 § 8)

**4.30.110**      **Unsafe Apparatus.** The District may refuse to furnish water and may discontinue service to any premises where an unsafe apparatus is installed or where any apparatus is installed to circumvent the provisions of this Code. Discontinuance will occur

# Oceano Community Services District 19<sup>th</sup> Street Water Yard Access Road APN 062-261-080 Wrong owner on title—Should be Oceano CSD



Kevin P. Rice  
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kriceso@gmail.com

Wednesday, 2010 April 28

Oceano Community Services District  
PO Box 599  
1655 Front Street  
Oceano CA 93475-0599  
(805) 481-6730

**SUBJECT: 19<sup>TH</sup> STREET WATER YARD ACCESS ROAD PARCEL (APN 062-261-080)  
WRONG OWNER ON TITLE—SHOULD BE “OCEANO COMMUNITY SERVICES DISTRICT”**

It has come to my attention that there is a cloud on the title one of the District’s real properties. The road used to access the District’s 19<sup>th</sup> street water yard (highlighted with hatch marks on the enclosed map) is, in fact, owned by Oceano CSD; however, a “wild deed” was erroneously recorded on the parcel in 1978 that asserts ownership by “John Doty”.

I have heard many misconceptions about this parcel, including that the District only holds an easement to use the land as an access road to the water yard property. In fact, the District owns this parcel.

The attached documents obtainable from the San Luis Obispo County Recorder reveal the true chain of title for this parcel.

**Short Timeline:**

- 1952—Three Doty family couples obtained title to a large parcel of Oceano land which included the present water yard and access road.
- 1962—The access road parcel was legally created in and deeded to “Oceano Water Company”, a water purveyor owned by the Doty family.
- 1968—Assets of the Oceano Water Company (and Avila Water Company) were deeded to the “South San Luis Obispo County Water Company”, a non-profit corporation. A “Water System Lease” agreement was entered into between the South SLO County Water Company and the County of San Luis Obispo defining a 25-year lease agreement to pay back a \$545,000 loan from Bank of America. At the end of the lease (according to the lease and loan documents), the South SLO County Water Company was to be dissolved, and all assets would be “distributed to the County.”
- 1976—Upon the death of one Doty family member, a will decree made by a Los Angeles County judge erroneously declared a partial interest in the access road property be distributed to the family member’s widow.

- 1978—The three original Doty family couples (two of them now widows) erroneously deed the access road parcel to “John T. Doty, Jr.”
- 1990 and 1998—John Doty, Jr. files various erroneous trust deeds on the parcel.

The San Luis Obispo County Assessor’s office does currently show (incorrectly) that title to this parcel is held by John Doty. To my knowledge, John Doty, has been paying property taxes on this parcel.

In my opinion, the cloud on this parcel’s title needs to be addressed by the District in order to fully enjoy and direct use of their land.

I believe that nothing is owed to Mr. John Doty as it was his family’s lack of due diligence which brought this cloud and any ensuing costs borne by him. Any costs resulting from this adverse possession should be considered for collection from Mr. Doty, especially if he is not cooperative in removing this cloud and restoring proper title. Taxes paid by Mr. Doty are between him and the County Assessor as his lack of due diligence is solely to blame.

Included, is my full research and supporting documentation showing chain of title to Oceano CSD and the improper “wild deeds”.

Sincerely,



Kevin P. Bice

Attachments :

1. “Chain of Title for APN 062-261-080”
2. “The Wild Deed and Real Property Law”
3. Grantor/Grantee records from SLO County Recorder

## Chain of Title for Access Road (APN 062-261-080)

### Citation of Official Records herein:

The following convention is used herein to cite official records: [year-doc#: book O.R. page] -- Where "year-doc#" represents a year and the County Recorder's document number and "book O.R. page" represents the starting book and page number where the document is found in the county Official Records.

### **Examples:**

[1952-001840: 645 O.R. 544] — Document # 1952-001840, Book 645 of Official Records, Page 544

[2006-076060: 67 PM 57-59] — Parcel Map book 67, pages 57-59.

[1974-031395, 21 RS 10] — Record of Survey 21-10

### Individuals and Entities referred to herein:

The following definitions are used strictly for convenience and brevity to avoid writing out lengthy names and full legal property descriptions:

**DOTY TRIO** – Refers to three Doty family couples (husbands and wives) who appear many times in the chain of title for this parcel: J.T. & Lucille Doty, P.E. & Beth Doty, R.T. & Geraldine Doty.

**OCEANO WATER COMPANY** – A company, owned by the DOTY TRIO, which provided water to Oceano in the 1950s and 1960s.

**SOUTH SLO COUNTY WATER COMPANY** – A non-profit company organized in 1968 to lease the purchase of the OCEANO WATER COMPANY (and Avila Water Company) to the County of San Luis Obispo. Under the terms of the lease agreement, the assets of the SOUTH SLO COUNTY WATER COMPANY were irrevocably dedicated to the County of San Luis Obispo upon payment and termination of the lease.

### Property Names used for convenience herein:

**ACCESS ROAD** – Refers to the parcel in question (APN 062-261-080)

**DEAN LOTS** – Refers to three parcels currently owned by PAMELA DEAN, created from APN 062-261-081, which include APNs 062-261-082, -083, and -084.

**LOT A** – As depicted in Record of Survey 21-10 Book of Maps B, page 50 (E.L. Warner Subdivision).

**SMALL WATER YARD** – Original Oceano Water Yard created by [792 O.R. 230], as depicted in Record of Survey 21-10.

**LARGE WATER YARD** – Oceano Water Yard (APN 062-261-079) created by [1495 O.R. 742] which enlarged the original *SMALL WATER YARD*, as depicted in Record of Survey 21-10.



## **CHAIN OF TITLE FOR "ACCESS ROAD" 062-261-080**

**☒ Denotes deeds pertaining to ACCESS ROAD**

**☒ Feb 15, 1952 [1952-001840: 640 O.R. 544] GRANT DEED**

Lon & Norma Johnson grant two large parcels to the **DOTY TRIO** (J.T. & Lucille Doty, P.E. & Beth Doty, R.T. & Geraldine Doty). Parcel 1 of this Grant Deed includes **LOT A** of the "E.L. Warner Subdivision".

**Feb 15, 1952 [1952-001841: 640 O.R. 545] DEED OF TRUST**

The **DOTY TRIO** entrust the same property as above to Security Title Insurance and Guarantee Company, naming Lon & Norma Johnson as Beneficiaries.

**Feb 23, 1955 [1955-002316: 792 O.R. 229] PARTIAL RECONVEYANCE**

Security Title Insurance Company reconveys the portion of **LOT A** described herein as the **SMALL WATER YARD** back to the **DOTY TRIO**.

**Feb 23, 1955 [1955-002317: 792 O.R. 230] GRANT DEED**

The **DOTY TRIO** grants the **SMALL WATER YARD** to **OCEANO WATER COMPANY**.

**Feb 23, 1955 [1955-002318: 792 O.R. 231] DEED OF TRUST**

**OCEANO WATER COMPANY** entrusts Security Title Insurance Company with the **SMALL WATER YARD**, naming the **DOTY TRIO** as beneficiary.

**Jan 5, 1962 [1962-000420: 1164 O.R. 180-182] IRREVOCABLE AND PERPETUAL OFFER TO DEDICATE**

The **DOTY TRIO** offer to dedicate the south 15 feet of **LOT A** to the County of SLO for right of way (Wilmar Avenue).

**☒ Jan 5, 1962 [1962-000421: 1164 O.R. 183-184] GRANT DEED**

The **DOTY TRIO** grants the **LARGE WATER YARD** and **ACCESS ROAD** to **OCEANO WATER COMPANY**.

**☒ Feb 5, 1962 [1962-002673: 1168 O.R. 396] QUITCLAIM DEED**

The **DOTY TRIO** forever quitclaims the **LARGE WATER YARD** and **ACCESS ROAD** to **OCEAN WATER COMPANY**.

⊗ **Nov 1, 1968 [1968-021989: 1495 O.R. 742-747] BILL OF SALE, ASSIGNMENT AND DEED**

OCEANO WATER COMPANY grants numerous parcels to SOUTH SLO COUNTY WATER CORPORATION. Included in the EXHIBIT "B" contained in the deed is PARCEL 2, which describes the LARGE WATER YARD and ACCESS ROAD.

**Nov 1, 1968 [1968-021992: 1496 O.R. 3-80] INDENTURE OF MORTGAGE AND DEED OF TRUST**

SOUTH SLO COUNTY WATER COMPANY entrusts to Bank of America all of its assets for the purpose of issuance of Leasehold Mortgage Bonds. Included, as described in EXHIBIT A, Parcel 2, is the LARGE WATER YARD and ACCESS ROAD.

**Nov 1, 1968 [1968-021993: 1496 O.R. 81-107] WATER SYSTEM LEASE**

Lease agreement between SOUTH SLO COUNTY WATER COMPANY and the County of SLO.

⊗ **WILD DEED:**

**Jun 11, 1976 [1976-022523: 1902 O.R. 807-819] WILL SETTLEMENT AND DECREE**

Will settlement for estate of P.E. DOTY in which (on page 10, item 54) a 1/3rd interest in LOT A is decreed to his widow, BETH DOTY.

ERROR HERE: all interest in the LARGE WATER YARD and ACCESS ROAD was granted and quitclaimed by the DOTY TRIO to the OCEANO WATER COMPANY in 1962, and sold to SOUTH SLO COUNTY WATER CORPORATION in 1968.

**Jun 11, 1976 [1976-022524: 0902 O.R. 820-821] GRANT DEED**

The DOTY TRIO grant all of LOT A to HILL TOP DEVELOPER'S INCORPORATED with the EXCEPTION of the LARGE WATER YARD, the ACCESS ROAD, and also the DEAN LOTS (three parcels depicted on Parcel Map CO 01-0314 [2006-076060: 67 PM 57-59]).

⊗ **WILD DEED:**

**Feb 22, 1978 [1978-008284: 2049 O.R. 363] GRANT DEED**

The DOTY TRIO grant to JOHN DOTY, a single man (presumably John Doty, Jr.), all of the ACCESS ROAD and DEAN LOTS.



**ERROR HERE:** all interest in the **ACCESS ROAD** was granted and quitclaimed by the **DOTY TRIO** to the **OCEANO WATER COMPANY** in 1962, and sold to **SOUTH SLO COUNTY WATER CORPORATION** in 1968.

**Oct 18, 1979 [1979-048096: 2194 O.R. 805] GRANT DEED**

JOHN DOTY grants the **DEAN LOTS** to Philip T. & Sandra Davis.

✘ **WILD DEED:**

**May 4, 1990 [1990-027977: 3499 O.R. 166-167] TRUST TRANSFER DEED**

JOHN DOTY grants to JOHN T. DOTY, JR. TRUST all of the **ACCESS ROAD**.

**ERROR HERE:** all interest in the **ACCESS ROAD** was granted and quitclaimed by the **DOTY TRIO** to the **OCEANO WATER COMPANY** in 1962, and sold to **SOUTH SLO COUNTY WATER CORPORATION** in 1968.

✘ **May 23, 1995 BOARD OF SUPERVISORS RESOLUTION 95-213**

BOS Resolution approving an Assignment and Acceptance of Assets of the **SOUTH SLO COUNTY WATER CORPORATION**. The 1968 Water System Lease agreement is termed out and all assets of the **SOUTH SLO COUNTY WATER CORPORATION** are accepted by the County of SLO.

✘ **Aug 11, 1995 [Document # 1995-035395] CORPORATE QUITCLAIM DEED**

**SOUTH SLO COUNTY WATER CORPORATION** quitclaims to the **OCEANO COMMUNITY SERVICES DISTRICT**: "All real property interests granted to Grantor pursuant to the Bill of Sale, Assignment and Deed dated October 31, 1968 executed by Oceano Water Company, Inc., and recorded in Volume 1495 of Official Records at page 742..."

✘ **WILD DEED:**

**Jan 23, 1998 [Document # 1998-003662] TRUST TRANSFER DEED**

JOHN T. DOTY, JR. TRUST transfers to a revocable trust the **ACCESS ROAD**.

**ERROR HERE:** all interest in the **ACCESS ROAD** was granted and quitclaimed by the **DOTY TRIO** to the **OCEANO WATER COMPANY** in 1962, and sold to **SOUTH SLO COUNTY WATER CORPORATION** in 1968.

The Wild Deed and Real Property Law

A Tract Book Essay

By

Anthony J. Fejfar, B.A., J.D., Esq., Coif

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One might think that a “Wild Deed,” might have something to do with a youthful indiscretion which took place after a college beer party. Instead, I must tell you that a “Wild Deed” is a concept found in Real Property Law. When I was taught about the “Wild Deed” in law school, I didn’t think that it would ever come up in real life, but I have a situation in mind where it can.

Imagine this situation. Husband and Wife hold a Tenacy by the Entirety in Blackacre. Recall, that a Tenacy by the Entirety is an estate where, among other things, one half of the interest in the real property in question passes to the surviving spouse by survivorship when the other spouse has died. Recall, also, that because of the existence of Race, Notice, or Race-Notice real property recording statutes, in order for a title to real property to be valid, there must be a valid chain of title. In states where there is no Tract Index (most of the East and South in the United States), in order to establish a good chain of title, one must be able to undertake a Grantor-Grantee and a Grantee-Grantor search of the public real estate recording records. If one cannot undertake a valid search using the Grantor-Grantee index and verify the chain of title, then this is a defect in the title.

Now, back to our hypothetical. Husband and Wife are married, and hold Blackacre as Tenant by the Entirety. Wife dies and no one bothers to probate the estate.

The only significant property that Wife owned was her share of Blackacre. Then, five years later, Husband dies, leaving Blackacre to his four children by Will. Oliver Attorney, the Attorney for Husband's Estate, probates the Will by filing for Letter Testamentary and the Will is recorded by the Registrar of Wills Office with the County. Oliver Attorney then files the Death Certificate for Wife in the Chain of Title in the Registrar of Deeds Office, listing H and W as the Grantor and H as the Grantee.

Without realizing it, Oliver Attorney has created a "Wild Deed." Let me explain. Let us say further that the children of Husband convey Blackacre to Bill in fee simple absolute. Bill records the Deed and then in turn tries to sell Blackacre to Sally. Bill and Sally sign a Purchase Agreement which states that Bill will provide Sally with "Marketable Title."

Sally has a title search done, but Sally's attorney runs into a problem. Here it is.

To start the title search, attorney must use the Grantee-Grantor index and work backwards. So let's see what we find in the search.

Bill is the Grantee and Children of H and W are the Grantor.

Children of H and W are the Grantee and H's will is the Grantor.

H is the Grantee by survivorship and H and W the Grantor by the Deed

The problem however, is that the Death Certificate showing the transfer by survivorship is not in the chain of title. The filed Death certificate functions as a Wild Deed. In theory you will find it filed between the original Deed to H and W, and H's will to his children, but it is not there. Instead, it is found outside the chain of title after H's will is recorded. This is a serious defect in the title.

VOL. 645 PAGE 544



Grant Deed

I.R.S. 17.60

LON JOHNSON and NORMA JOHNSON,

husband and wife,

(GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do hereby Grant to J. T. DOTY and LUCILLE F. DOTY, husband and wife, as joint tenants, as to an undivided one-third interest, P. E. DOTY and BETH DOTY, husband and wife, as joint tenants, as to an undivided one-third interest and R. T. DOTY and GERALDINE R. DOTY, husband and wife, as joint tenants, as to an undivided one-third interest the real property in the

County of San Luis Obispo State of California, described as follows:

PARCEL 1: Lots A and B of the Subdivisions of property of E. L. Warner, a part of Lots 114 and 115 of the Rancho Corral de Piedra, Pismo and Bolsa de Chemical, according to map filed for record November 9, 1900, in the office of the County Recorder of said County.

Excepting from Lot B that portion thereof included within the boundaries of Wilmar Addition to the Town of Oceano, according to map recorded July 14, 1925, in Book 3 of Maps, at page 59, records of said County.

PARCEL 2: Lots 1 to 16, both inclusive, in Block 2 of Wilmar Addition to the Town of Oceano, according to map recorded July 14, 1925 in Book 3 of Maps, at page 59, records of said County.

SUBJECT TO:

- 1. Second installment of general and special taxes of the fiscal year 1951-52.
2. Conditions, restrictions, reservations and rights of way of record.

Dated JANUARY 21, 1952

Handwritten signatures of Lon Johnson and Norma Johnson

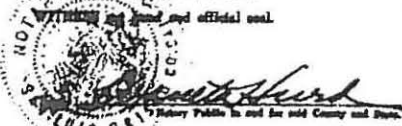
STATE OF CALIFORNIA
COUNTY OF

San Luis Obispo

} ss.

On January 21, 1952
before me, Wanda Hurd
a Notary Public in and for said County and State, personally appeared Lon Johnson and Norma Johnson

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.



My Commission Expires June 14, 1952

SPACE BELOW FOR RECORDER'S USE ONLY

1840

RECORDED AT REQUEST OF SECURITY TITLE INS. AND GUARANTEE CO. AT 1 MIN. PAST 9 AM. VOL. 645 Official Records p. 544 SAN LUIS OBISPO COUNTY, CALIF.

FEB 15 1952

W. L. Ramage County Recorder
Fee \$2.50 indexed
By Mary Chapman Deputy

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

J. J. Doty
1936 E. Ramona, Bellflower, Calif.

Revised March 1941

INSTALLMENT NOTE—Income Inclusion (Grant Trust)

Vol. 645 PAGE 545

This Deed of Trust, Made this 19th day of FEBRUARY, 1952,  
 Between J. F. DOTY and LUCILLE F. DOTY, husband and wife,  
P. E. DOTY and BERT DOTY, husband and wife, and  
R. T. DOTY and GERALDINE R. DOTY, husband and wife,  
 \_\_\_\_\_, herein called TRUSTOR,

**Security Title Insurance and Guarantee Company**

a California corporation, herein called TRUSTEE, and  
LOU JOHNSON and NORMA JOHNSON,  
 \_\_\_\_\_  
 husband and wife, as joint tenants,  
 \_\_\_\_\_, herein called BENEFICIARY,

Witnesseth That TRUSTOR GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST WITH POWER OF SALE, that property in San Luis Obispo County, State of California, described as:

PARCEL 1: Lots A and B of the Subdivisions of property of S. L. Warner, a part of Lots 141 and 145 of the Rancho Corral de Piedra, Pismo and Bolon de Chemical, according to map filed for record November 9, 1900, in the office of the County Recorder of said County.

Excepting from Lot B that portion thereof included within the boundaries of Wilmer Addition to the Town of Osoyo, according to map recorded July 14, 1925, in Book 3 of Maps, at page 59, records of said County.

PARCEL 2: Lots 1 to 16, both inclusive, in Block 2 of Wilmer Addition to the Town of Osoyo, according to map recorded July 14, 1925 in Book 3 of Maps, at page 59, records of said County.

The Beneficiaries herein agree with the Trustors herein that they will release parcels from the lien of this Deed of Trust on the request of the Trustors upon the payment to said Beneficiaries of the net proceeds due the Trustors under the sale of the parcel so released, said sums paid for the release of parcels under this Deed of Trust are to be credited on the principal sum of the Note.

Together with all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

Trustor also assigns to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

L-200-20  
Rev. 4-2

FEB 15 1952

1951

Vol. 645 PAGE 546

For the Purpose of Securing payment of the indebtedness evidenced by one promissory note substantially in the following form and performance of each agreement of Trustor herein contained.

\$ 10,800.00 San Luis Obispo California, January 18, 1952  
 In installments as herein stated, for value received,  
 we, or either of us, promise to pay to  
 LON JOHNSON and NORMA JOHNSON,  
 husband and wife, as joint tenants,  
 Shell Beach, California, or order, at  
 the principal sum of \$ TEN THOUSAND EIGHT HUNDRED and 00/100 DOLLARS,  
 with interest from date on unpaid  
 principal at the rate of five per cent per annum; principal and interest payable in installments of  
 TWO HUNDRED and 00/100 Dollars  
 or more on the first day of each calendar month, beginning  
 on the first day of March, 1952

and continuing until said principal and interest have been paid. Each payment shall be credited first, on interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promise to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to SECURITY TITLE INSURANCE AND GUARANTEE COMPANY, a corporation.

(Signed) J. T. Doty (Signed) Beth Doty  
 (Signed) Lucille F. Doty (Signed) R. T. Doty  
 (Signed) P. E. Doty (Signed) Geraldine R. Doty

A. To protect the security hereof, Trustor agrees:

(1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, repairs damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws relating to alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property may require to preserve this security.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

(4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation heretofore, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at seven per cent per annum.

FEB 15 1952 1941

B. It is mutually agreed that

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recover any part of said property; consent to the making of any map thereof; join in granting any easement thereon or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and rescission and upon payment of its fee, Trustee shall recover, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) Upon default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and without demand on Trustee, at least three months having elapsed after recording of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) The Trusts created hereby are irrevocable by Trustee.

C. The Undersigned Trustor Requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature herein.

IN WITNESS WHEREOF Trustor has executed this instrument.

| Mailing Address for Notices |            |        | Signature of Trustor |
|-----------------------------|------------|--------|----------------------|
| STREET AND NUMBER           | CITY       | STATE  |                      |
| 9936 E. Kammer Bellflower   | Bellflower | Calif. | J. T. Doty           |
| "                           | "          | "      | Lynelle W. Doty      |
| "                           | "          | "      | P. E. Doty           |
| "                           | "          | "      | Beth Doty            |
| "                           | "          | "      | G. V. Doty           |
| "                           | "          | "      | Geraldine R. Doty    |

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES } ss. On this 28th day of January, 1952,

before me, Elizabeth C. Killen, a Notary Public in and for said County, personally appeared J. T. Doty, Lucille W. Doty, P. E. Doty, Beth Doty, R. T. Doty and Geraldine R. Doty

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal. Elizabeth C. Killen, Notary Public in and for said County and State, My commission expires 8-16-52



(If executed by a Corporation the Corporation Form of Acknowledgment must be used.)

FEB 15 1952

1841

VOL. 645 PAGE 548

gl comp 1 1/81

Order No. 36296 270

When recorded, please mail this instrument to

*Law Johnson*  
*Box 175*  
*Covina Blvd* California

1841

RECORDED AT REQUEST OF  
SECURITY TITLE INS. AND GUARANTEE CO.  
AT 1 MIN. PAST 9 A.M.  
VOL 645 Official Records p. 548  
SAN LUIS OBISPO COUNTY, CALIF.

FEB 15 1952

*W. L. Ramage*  
County Recorder  
Fee \$ 4.00 Indexed  
*By May C. Sparman*  
Deputy

**Deed of Trust**

(Installation Note—Interest Included)  
WITH POWER OF SALE  
INDIVIDUAL

J. T. DOTY, et al.

TO

**Security Title Insurance Company**

AS TRUSTEE FOR

LOU JOHNSON, et al.

Deed January 18, 1952

**Security Title Insurance Company**  
CALIFORNIA

**REQUEST FOR FULL RECONVEYANCE**

Security Title Insurance and Guarantee Company, Trustee:

You are directed by the undersigned Beneficiary to reconvey without warranty the estate now held by you and acquired through the Deed of Trust securing the within note, recorded \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, of \_\_\_\_\_, in the office of the recorder of \_\_\_\_\_ County, California.

All sums secured by said Deed of Trust have been paid.

Beneficiary

*This Deed of Trust and note must be surrendered to Trustee before a reconveyance will be issued.*



### Partial Reconveyance

Register No. \_\_\_\_\_

This form furnished by Security Title Insurance Company

SECURITY TITLE INSURANCE COMPANY, a corporation, formerly SECURITY TITLE INSURANCE and GUARANTEE COMPANY, as trustee under the deed of trust made by J. T. DOTY and LUCILLE P. DOTY, husband and wife, P. E. DOTY and BETTI DOTY, husband and wife, and R. T. DOTY and GERARDINE R. DOTY, husband and wife, Trustees and recorded as Instrument No. 1841, on February 15, 1952, in Book 645 Page 245, of Official Records in the office of the County Recorder of San Luis Obispo, having been requested in writing by the holder of the obligations secured by said deed of trust, to reconvey a portion of the estate granted to said trustee under said deed of trust, DOES HEREBY RECONVEY unto the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by said trustee under that deed of trust in and to that portion of the property, described as follows:

That portion of Lot A of the Subdivisions of property of E. L. Warner, a portion of Lots 114 and 115 of the Ranchos Corral de Piedra, Pismo and Bolsa de Chemisal, in the County of San Luis Obispo, State of California, according to map filed for record November 9, 1900, in the office of the County Recorder of said County, described as follows:

Beginning at a point on the West line of said Lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89° 46' East and parallel with the North line of said Lot, 122 feet; thence South and parallel with the West line of said Lot, 100 feet; thence South 89° 46' West and parallel with the North line thereof, 122 feet to the West line of said Lot; thence North along said West line, 100 feet to the point of beginning.

The remaining property described in said deed of trust shall continue to be held by said trustee under the terms thereof. As provided in said deed of trust this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by said deed of trust.

Dated February 21, 1955

By Bert L. Brown Vice President  
By Aurora Dominguez Assistant Secretary

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.  
San Luis Obispo

On February 21, 1955  
before me, Waneta Hurd  
a Notary Public in and for said County, personally appeared Bert L. Brown  
known to me to be a Vice President, and

Aurora Dominguez  
known to me to be an Assistant Secretary of SECURITY TITLE INSURANCE COMPANY, the corporation that executed the foregoing instrument and known to me to be the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, and acknowledged to me that each of them executed the within instrument pursuant to the best of their knowledge and official belief.

Witness my hand and official seal  
(Seal) \_\_\_\_\_  
Notary Public in and for said County and State.  
My Commission Expires June 13, 1956.

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO  
R. T. Doty, 9936 E. Ramona  
Bellflower, California

ORDER No. 44464-wh ESCROW No. \_\_\_\_\_  
SPACE BELOW FOR RECORDER'S USE ONLY

Document No. **2316**  
RECORDED AT REQUEST OF  
SECURITY TITLE INSURANCE COMPANY  
AT 10 MIN. PAST 2 P.M.  
VOL 792 Official Records Page 229  
SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

J. E. Brown  
County Recorder  
By Carman R. ... Deputy  
Fee \$2.40 Indexed  
741

VOL 792 PAGE 230

J. T. DOTY and LUCILLE F. DOTY, husband and wife, P. E. DOTY and BETH DOTY, husband and wife, and R. T. DOTY and GERALDINE R. DOTY, husband and wife, grantors FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Do Hereby Grant To OCEANO WATER COMPANY, a corporation, the real property in the County of San Luis Obispo, State of California, described as follows:

That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 and 115 of the Ranchos Corral de Piedra, Pismo and Bolsa de Chemical, in the County of San Luis Obispo, State of California, according to map filed for record November 9, 1900, in the office of the County Recorder of said County, described as follows:



Beginning at a point on the West line of said Lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89° 46' East and parallel with the North line of said Lot, 122 feet; thence South and parallel with the West line of said Lot, 100 feet; thence South 89° 46' West and parallel with the North line thereof, 122 feet to the West line of said Lot; thence North along said West line, 100 feet to the point of beginning.

SUBJECT TO:

- 1. Second installment of general and special taxes of the fiscal year 1954-55.
2. Conditions, restrictions, reservations, and rights of way of record.

Dated February 10, 1955

Signatures of J. T. Doty, P. E. Doty, Beth Doty, Lucille F. Doty, R. T. Doty, and Geraldine R. Doty.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On Febr. 15th 1955, before me Genevieve A. Peckham, a Notary Public in and for said County and State, personally appeared J. T. Doty; P. E. Doty; R. T. Doty; Lucille F. Doty; Geraldine R. Doty and Beth Doty, known to me to be the persons whose names are subscribed to the within instrument and acknow-

ledged that they executed the same.

In WITNESS my hand and official seal.



Signature of Genevieve A. Peckham, Notary Public in and for said County and State.

Document No. 2317
RECORDED AT REQUEST OF SECURITY TITLE INSURANCE COMPANY AT 10 MIN. PAST 3 O'CL. VOL 792 Official Records Page 230 SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

Signature of County Recorder, Fee \$2.00 Indiv.

DEED OF TRUST AND ASSIGNMENT OF RENTS

VOL. 792 PAGE 231

Incorporating by reference certain provisions of a deed of trust (not lictitious) recorded in counties named herein. A copy of said provisions is set forth on the reverse hereof.

By this Deed of Trust, made this 29th day of December 19 54, between OCEANO WATER COMPANY, a corporation, herein called Trustor,

and SECURITY TITLE INSURANCE COMPANY, a California corporation, herein called Trustee, and J. T. DOTY and LUCILLE F. DOTY, husband and wife as joint tenants, as to an undivided 1/3 interest, P. E. DOTY and BETTI DOTY, husband and wife as joint tenants, as to an undivided 1/3 interest, and R. T. DOTY and GERALDINE R. DOTY, husband and wife, as joint tenants, as to an undivided 1/3 interest, herein called Beneficiary.

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in San Luis Obispo County, California,

described as follows: That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 and 115 of the Ranchos Corral de Piedra, Pismo and Bolsa de Chemical, according to map filed for record November 19, 1900 in the office of the County Recorder of said County, described as follows:

Beginning at a point on the west line of said Lot, distant thereon South 452 feet from the Northwest corner thereof; thence North 89° 46' East and parallel with the North line of said Lot, 122 feet; thence South and parallel with the West line of said Lot, 100 feet; thence South 89° 46' West and parallel with the North line thereof, 122 feet to the West line of said Lot; thence North along said West line, 100 feet to the point of beginning.

Together with all appurtenances in which Trustor has any interest, including water rights benefitting said realty whether represented by shares of a company or otherwise; and

Trustor also assigns to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing: (1) Performance of each agreement of Trustor incorporated by reference or contained herein, (2) payment of the indebtedness evidenced by one promissory note of even date herewith in the principal sum of \$2,800.00 payable to Beneficiary or order, (3) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon.

To protect the security of this Deed of Trust, Trustor agrees by the execution and the delivery of this deed of trust and the note secured hereby that the provisions of section A, including paragraphs 1 to 5 thereof and the provisions of section B, including paragraphs 1 to 8 thereof of the deeds of trust recorded in the Official Records of the following counties in the state of California and in the books and at the pages of such Official Records as follows: Fresno County, Book 2510, Page 402; Imperial County, Book 688, Page 555; Kings County, Book 397, Page 1; Los Angeles County, Book 25481, Page 351; Madera County, Book 403, Page 365; Merced County, Book 512, Page 197; Riverside County, Book 853, Page 417; San Bernardino County, Book 2187, Page 142; San Luis Obispo County, Book 463, Page 41; San Joaquin County, Book 1101, Page 18; Santa Barbara County, Book 763, Page 33; Stanislaus County, Book 912, Page 215; Tulare County, Book 1286, Page 225; San Diego County, Book 4237, Page 114, and Mariposa County, Book 27, Page 53; which provisions are identical in each of said deeds of trust, shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as fully as though set forth herein at length; and that the references to lands, obligations, and parties in said provisions shall be construed to refer to the lands, obligations, and parties set forth in this deed of trust. A copy of said provisions is printed on the reverse side of this deed of trust.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinafter set forth.

TRUSTOR SIGN HERE

STREET AND NUMBER

CITY

OCEANO WATER COMPANY

P.O. Box 476

Oceans

BY: J. T. Doty Pres.
BY: J. L. Doty Sec.



STATE OF CALIFORNIA
COUNTY OF
LOS ANGELES

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

J. T. Doty - 9936 East Remona
Bellflower, Calif.

ORDER No. ESCROW No. 44464

SPACE BELOW FOR RECORDER'S USE ONLY

On this fifteenth day of February, 1954, in the year one thousand nine hundred fifty five, before me, Genevieve A. Peckham

a Notary Public in and for said County and State, personally appeared R. T. Doty

known to me to be the President, and J. T. Doty

known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.



Notary Public in and for said County and State. Expires 1957. Commission Expires Dec. 14, 1956. Corp. Rev. B-51 (Photo Form 3-30-54 234)

Document No. 2318
RECORDED AT REQUEST OF
SECURITY TITLE INSURANCE COMPANY
AT 10 MIN. PAST 3 P.M.
VOL. 792 Official Records Part 21
SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

J. E. Brown
County Recorder
BY: R. L. W. Doty
Fee \$2.50 Indexed

IF THIS FORM IS RECOMMENDED ONLY IN THE COUNTIES NAMED HEREIN

VOL 1164 PAGE 180

420

IRREVOCABLE AND PERPETUAL  
OFFER TO DEDICATE

THIS OFFER TO DEDICATE, made the 16th day of NOVEMBER, 1961,  
by J. T. DOTY and LUCILLE F. DOTY, husband and wife, P. E. DOTY and BETH DOTY, husband and  
wife, and R. T. DOTY and OERALDINE R. DOTY, husband and wife  
of the County of San Luis Obispo, State of California, hereinafter termed Offeror:

WITNESSETH:

WHEREAS, said Offeror has on the 30<sup>TH</sup> day of NOVEMBER, 1961, duly  
made an application to the County of San Luis Obispo pursuant to the Lot Division Ordinance of the  
County of San Luis Obispo for permission to divide a lot located within the County of San Luis Obispo,  
more particularly described as follows:

(Description)

A portion of Lot A of the subdivisions of property of  
E. L. Warner a part of Lots 114 & 115 of Rancho Corral De Piedra  
Pismo and Bolsa De Chemical in the County of San Luis Obispo State of  
California.

and,

WHEREAS, said Offeror, recognizing that the future development of the area in which the  
said lot is located, will eventually require a public road thereon, constructed according to govern-  
mental standards, and

WHEREAS, said Offeror desires to create immediately a private easement of ingress and  
egress and for road purposes and incidental uses for the benefit of purchasers, heirs and assignees  
of portions of the above described lot, by reason among others of the approval of the hereinabove  
mentioned application to divide said lot, and

WHEREAS, said Offeror desires to make an offer to dedicate, irrevocably, to the public,  
an easement, for public road purposes, which offer may be accepted at any time by any governmental

JAN - 5 1962 420

entity which has the power to establish, construct and maintain roads.

NOW, THEREFORE, said Offeror covenants and promises as follows:

1. That if, pursuant to the Lot Division Ordinance of the County of San Luis Obispo, said Offeror's application for lot division referred to above is duly approved by the County of San Luis Obispo, that said Offeror does hereby irrevocably and in perpetuity offer to such a governmental entity a dedication of a public right-of-way for road purposes and incidental uses upon the following described portion of the above described Lot:

(Description)

The southerly 15' of Lot A Warner's Subdivision described as follows: Beginning at the southwest corner of Lot A of Warner's Subdivision, said point also being the point of intersection of the north line of Wilmar St. with the east line of Nineteenth St., and running thence N 0° 02' W, 15 feet to a point on the east line of said Nineteenth St., thence N 88° 10' W, 510 feet to a point, said point being the southwest corner of Lot B of Warner's Subdivision, thence S 0° 02' E, 15 feet to a point, said point being the southeast corner of aforesaid Lot A of Warner's Subdivision, thence westerly along the north line of Wilmar St., S 89° 10' W, 510 feet to the point of beginning.

2. That if said lot division is so approved, then until such time as the above offer of dedication is accepted by such a government entity, all owners, whether present or future, of any part of the above described Lot which is or shall be contiguous to the above described road parcel shall have the right to the use of said road parcel as a private road.

3. That said Offeror agrees that said offer of dedication shall be irrevocable and that such a government entity may, at any time in the future, accept said offer of dedication of the public right-of-way providing all improvements made on said road parcel shall be done at no cost or expense to Offeror.

4. That said Offeror agrees that this irrevocable and perpetual Offer to Dedicate is and shall be binding on his heirs, legatees and assignees.

IN WITNESS WHEREOF, this Offer to Dedicate is hereby executed by the said Offeror on the day and year first above written.

|   |                                 |   |
|---|---------------------------------|---|
| <u>R. T. Doty</u><br>R. T. Doty               | <u>J. T. Doty</u><br>J. T. Doty | <u>Lucille F. Doty</u><br>Lucille F. Doty |
| <u>Geraldine R. Doty</u><br>Geraldine R. Doty | <u>P. E. Doty</u><br>P. E. Doty | <u>Both Doty</u><br>Both Doty             |

JAN - 5 1952 L. 420

VOL 1164 PAGE 182

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS

On November 16th, 1961, before me, the undersigned notary public, personally appeared J. T. Doty, Lucille F. Doty, P. E. Doty, Beth Doty, R. T. Doty, and Geraldine R. Doty -----, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they (is/are) (he/they) executed the same.



Darlene Lockrem  
Notary Public in and for said County and State  
DARLENE LOCKREM  
My Commission Expires March 18, 1964

420  
Document No.  
RECORDED AT REQUEST OF  
William S. Adams  
AT 50 MIN. PAST 12 P. M.  
VOL. 764 O.R. P. 182  
SAN LUIS OBISPO COUNTY, CAL.

JAN 5 - 1962  
Mary C. Hamlin  
County Recorder  
By Mary C. Hamlin Deputy  
Fee \$ 3.00 Indexed

421

GRANT DEED

J. T. DOTY and LUCILLE F. DOTY, husband and wife,  
 P. E. DOTY and BETH DOTY, husband and wife, and R. T. DOTY  
 and GERALDINE R. DOTY, husband and wife, grantors FOR VALUABLE  
 CONSIDERATION, receipt of which is hereby acknowledged, do Hereby Grant  
 To OCEANO WATER COMPANY, a corporation, the real property in the  
 County of San Luis Obispo, State of California, described as follows:

That portion of Lot A of the Subdivisions of property  
 of E. L. Warner, a part of Lots 114 and 115 of Rancho Corrol  
 de Piedra, Pismo and Bolsa de Chemisal, in the County of San  
 Luis Obispo, State of California, according to a map filed for  
 record November 9, 1900 in the office of the County Recorder  
 of said County, described as follows:

Beginning at a point on the west line of said Lot, distant  
 thereon S. 0° 02' E 352. 0' from the N. W. corner thereof:

1. Thence N. 89° 46' E. 170. 0' to a point
2. Thence S. 0° 02' E 200. 0' to a point
3. Thence S 89° 46' W. 48. 0' to a point, said point being  
 the S. E. corner of the Oceano Water Co. property,  
 as described in a deed filed for record in Vol  
 782 Page 230 in the office of the County Recorder,  
 County of San Luis Obispo, State of California.
4. Thence Sly along a curve to the left having a radius  
 of 82. 32' and a central angle of 89° 48' a dist  
 of 144. 85'
5. Thence S. O. ° 02' E 210. 2' to a point on the south line  
 of aforesaid Lot A, said point also being on  
 the Nly line of Wilmar St.
6. Thence Wly along said south line of said Lot A 30. 0'  
 to a point, said point being the S. W. corner of  
 said Lot A



JUN - 5 1921

**1164 PAGE 184** 7. Thence Along the west line of said Lot A N. 0°02' W. (at 302.2' the S. W. corner of aforesaid Oceano Water Co. property at 402.2' the N. W. corner of said Oceano Water Co. property) 502.2' to the point of beginning.

That portion of Lot A of said subdivision above described, beginning at a point on the west line of said lot distant thereon South 452 feet from the Northwest corner thereof; thence North 89°46' East and parallel with the North line of said lot, 122 feet; thence South and parallel with the West line of said lot, 100 feet; thence South 89°46' West and parallel with the North line thereof, 122 feet to the West line of said lot; thence North along said West line, 100 feet to the point of beginning.

**SUBJECT TO:**

- 1. Conditions, restrictions, reservations, and rights of way of record.

DATED August 4, 1961.

J. T. Doty  
J. T. Doty  
P. E. Doty  
P. E. Doty  
R. T. Doty  
R. T. Doty

Lucille F. Doty  
Lucille F. Doty  
Beth Doty  
Beth Doty  
Geraldine R. Doty  
Geraldine R. Doty

State of California: SS  
County of Los Angeles:

On August 31, 1961 before me DARLENE LOCKREM a Notary Public in and for said County and State, personally appeared J. T. Doty and Lucille F. Doty, husband and wife, P. E. Doty and Beth Doty, husband and wife and R. T. Doty and Geraldine R. Doty, husband and wife, known to me to be the persons whose names are subscribed to the foregoing Grant Deed, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Document No. 421  
RECORDED AT REQUEST OF William J. Dalton  
At 50 Min. Past 1 P. M.  
Vol. 1164 Official Records P. 184  
San Luis Obispo County, Calif.

Darlene Lockrem  
Notary Public  
DARLENE LOCKREM  
My Commission Expires March 18, 1964

JAN 5 - 1962  
Mary C. Hamlin  
COUNTY RECORDER  
By M.C. Deputy  
Fee \$ 2.00 Indexed



Vol. 1168 Page 396

RECORDING REQUESTED BY

WILLIAM T. DALESSI

WHEN RECORDED MAIL TO

WILLIAM T. DALESSI  
110 West Ocean Blvd.  
Suite 428  
Long Beach 2, California

Document No. 2673  
RECORDED AT REQUEST OF  
William T. Dalessi  
AT 10:45 AM, FEB 5, 1962  
VOL. 1168, P. 396  
SAN LUIS OBISPO COUNTY, CAL.

FEB 5-1962

Mary C. Hamlin  
County Recorder  
By M. C. Hamlin Deputy  
Fee \$ 3.00 Indexed

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APPEX None J. R. STAMPS IN THIS SPACE

### Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

J. T. DOTY and LUCILLE F. DOTY, husband and wife, P. E. DOTY and BETH DOTY, husband and wife and R. T. DOTY and GERALDINE R. DOTY, husband and wife hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

OCEANO WATER COMPANY

the following described real property in the  
state of California:

county of San Luis Obispo

That portion of Lot A of the Subdivisions of property of E. L. Warner, a part of Lots 114 & 115 of Rancho Corral De Piedra, Pismo and Bolsa de Chumisal, in the County of San Luis Obispo, State of California, according to a map filed for record Nov. 9, 1900 in the office of the County recorder of said county, described as follows:

Beginning at a point on the west line of said lot, distant thereon S. 0°02'E 352.0' from the N. W. corner thereof:

1. Thence N. 89°45'E, 170.0' to a point
2. Thence S. 00 02'E 200.0 to a point
3. Thence 88° 46'W, 48.0' to a point, said point being the S.E. corner of the Oceano Water Co. property, as described in a deed filed for record in Vol. 782 Page 230 in the office of the County Recorder, County of San Luis Obispo, State of California.
4. Thence Sly along a curve to the left having a radius of 92.32' and a central angle of 89° 48' a dist of 144.85'
5. Thence S. 0.° 02'E 210.2' to a point on the south line of aforesaid Lot A, said point also being on the Nly line of Wilmar St.
6. Thence Wly along said south line of said Lot A 30.0' to a point, said point being the S. W. corner of said Lot A.
7. Thence Along the west line of said Lot A N. 0° 02'W. (at 302.2' the S. W. corner of aforesaid Oceano Water Co. property at 402.2' the N. W. corner of said Oceano Water Co. property) 802.2' to the point of beginning.

Dated August 4, 1961

STATE OF CALIFORNIA } ss.

COUNTY OF San Luis Obispo  
On August 4, 1961 before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. T. Doty, Lucille F. Doty, P. E. Doty, Beth Doty, R. T. Doty, and Geraldine R. Doty

known to me to be the persons whose names are subscribed to the within foregoing and acknowledged that they executed the same.

WITNESS my hand and official seal.

Barlene Lockrem  
Notary Public in and for said County and State  
My Commission Expires March 18, 1964  
I am a Corporation under the Corporation Form of the State of California.

J. T. Doty  
J. T. Doty  
Lucille F. Doty  
Lucille F. Doty  
P. E. Doty  
P. E. Doty  
Beth Doty  
Beth Doty  
R. T. Doty  
R. T. Doty  
Geraldine R. Doty  
Geraldine R. Doty

Title Order No. \_\_\_\_\_

Escrow or Loan No. \_\_\_\_\_

RECORDERS OFFICE  
SAN LUIS OBISPO COUNTY

WHEN RECORDED MAIL TO:  
O'MELVENY & MYERS  
611 WEST SIXTH STREET  
LOS ANGELES, CALIFORNIA 90017

DOCUMENTARY TRANSFER TAX \$ 27.50  
*[Signature]*  
Signed Party or Agent Title Ins. & Trust Co.  
Fl.

TITLE INSURANCE AND TRUST CO.

As Instructed by *Kenneth Hill, Hilbert*  
*x Stevens*

UNINCORPORATED

BILL OF SALE, ASSIGNMENT AND DEED

-5000 1  
-27.50 2  
-37.50 8

KNOW ALL MEN BY THESE PRESENTS that Oceano Water Company, Inc., a California corporation, in consideration of sums paid to it by South San Luis Obispo County Water Corporation, a California non-profit corporation, pursuant to the provisions contained in that certain Waterworks Acquisition Agreement dated October 4, 1968, as amended October 22, 1968, grants, sells, transfers, assigns, conveys and delivers to South San Luis Obispo County Water Corporation all of its right, title and interest in and to all of these properties, real, personal, or mixed, located in the County of San Luis Obispo, State of California, described in Exhibits "A" and "B" attached hereto and hereby made a part hereof; to have and to hold the same unto said South San Luis Obispo County Water Corporation forever.

DATED: October 31, 1968.

OCEANO WATER COMPANY, INC.

By *P. E. Doty*  
P. E. DOTY, President

By *J. T. Doty*  
J. T. DOTY, Secretary

DOC. NO. **21989**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CALIF.  
COUNTY RECORDER

NOV 1 - 1968

TIME 3:50 PM  
FEE 10.00 TAX 27.50

71-9389-96

(MAIL TAX STATEMENTS TO REPLY ADDRESS ABOVE)

va.1495 PAGE 742

Quotation #34535



**BadgerMeter, Inc.**

4545 W. Brown Deer Road, Milwaukee, WI 53223  
 P.O. Box 245036, Milwaukee, WI 53224-9536  
 Phone: 800-616-3837  
 Fax: 888-371-5982

*Page 1 of 3*

DATE: 8/27/2010

TO: Dan Silveria  
 OCEANO COMMUNITY SERVICES DISTRICT  
 PO Box 599  
 Oceano CA 93445

Phone: +1 (805) 481-6730  
 Email: dan@oceanocsd.org

SUBJECT: BadgerTouch Meter Quotation

Territory: Lozano, Lisa

EFFECTIVE: 8/27/2010 - 2/27/2011

Customer Number 40918

| Quantity | Description  | Unit Price in US Dollars | Total Price in US Dollars |
|----------|--|--------------------------|---------------------------|
|          | 5/8" x 3/4" Recordall Model LP, Local Register, Low Lead Alloy Housing, Low Lead Alloy Housing Bottom, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Less Connections                           | 87.18                    |                           |
|          | 5/8" x 3/4" Recordall M25 7 1/2" lay length, Local Register, Low Lead Alloy Housing, Low Lead Alloy Housing Bottom, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections | 96.97                    |                           |
|          | 3/4" Recordall M35 7 1/2" lay length, Local Register, Low Lead Alloy Housing, Low Lead Alloy Housing Bottom, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections        | 113.15                   |                           |
|          | 1" Recordall M55, Local Register, Low Lead Alloy Housing, Low Lead Alloy Housing Bottom, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections                            | 150.12                   |                           |
|          | 1" Recordall M70, Local Register, Low Lead Alloy Housing, Low Lead Alloy Housing Bottom, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections                            | 165.42                   |                           |
|          | 1 1/2" Recordall M120 ELL/Test Plug, Local Register, Low Lead Alloy Housing, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections  | 317.62                   |                           |
|          | —————TURBO METERS—————   |                          |                           |
|          | 1 1/2" Turbo Series 160 with test plug, Local Register, Low Lead Alloy Housing, Cubic Feet, Plastic Lid/Plastic Shroud, Torx Seal Screw, Street Read, Less Connections                                     | 440.84                   |                           |
|          | —————COMPOUND METERS—————  |                          |                           |

All quotations are made subject to the conditions printed on the reverse side hereof. Prices are firm for acceptance within 30 days, and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation.

Page: 1 of 2

Quotation #34535



BadgerMeter, Inc.

4545 W. Brown Deer Road, Milwaukee, WI 53223  
P.O. Box 245036, Milwaukee, WI 53224-9536  
Phone: 800-616-3837  
Fax: 888-371-5982

*page 2 of 3*

DATE: 8/27/2010

TO: Dan Silveria  
OCEANO COMMUNITY SERVICES DISTRICT  
PO Box 599  
Oceano CA 93445

Phone: +1 (805) 461-6730  
Email: dan@oceanocsd.org

SUBJECT: BadgerTouch Meter Quotation

Territory: Lozano, Lisa

EFFECTIVE: 8/27/2010 - 2/27/2011

Customer Number 40918

| Quantity | Description  | Unit Price in US Dollars | Total Price in US Dollars |
|----------|--|--------------------------|---------------------------|
|          | 2" Recordall Compound Series Meter Elliptical, Local Registers, Low Lead Alloy Housing, Cubic Feet, Plastic Lid/Plastic Shroud, Standard Seal Screw, Street Read, Less Connections | 1,375.20                 |                           |

Notes/Options: Due to California's Lead Plumbing Act, only low lead alloy meters that comply with new requirements can be sold or installed in California after the Act's 1/1/10 effective date. The meters quoted herein comply with the Lead Plumbing Act.

*This quote cancels and supersedes #33844.*

Shipping: Destination \$10,000 Minimum

BY L. Lozano/BUS

Lisa Lozano

TITLE: Account Mgr. West

Payment: Net 30

Delivery: Provided After Receipt of Order

All quotations are made subject to the conditions printed on the reverse side hereof. Prices are firm for acceptance within 30 days, and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation.

Page: 2 of 2

TERMS AND CONDITIONS OF DOMESTIC SALES

1. OFFER, GOVERNING PROVISIONS, AND CANCELLATIONS. This writing constitutes an offer or counter-offer by Badger Meter Inc. ("Seller") to sell the product and/or services described here in accordance with these terms and conditions. This writing is not an acceptance of any offer made by purchaser ("Purchaser") and acceptance of this offer is expressly conditioned upon the Purchaser's assent to these terms and conditions. Purchaser will be deemed to have assented to these terms and conditions when:

- (a) Purchaser signs and delivers to Seller an acknowledgment copy of any of Seller's quotations, order acknowledgment or invoice forms; or
(b) at Seller's option when Purchaser shall have given to Seller specification of assortment, delivery dates, shipping instructions, or instructions to bill and hold as to all or any part of the merchandise herein described; or
(c) when Purchaser has received delivery of the whole or any part thereof; or
(d) when Purchaser has otherwise assented to the terms and conditions hereof.

No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing. Seller hereby objects to any such additional or different provisions contained in any purchase order or other communication from Purchaser. THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND PURCHASER, AND SHALL BE GOVERNED BY AND SHALL BE CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN. No order may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Seller as evidenced by Seller's written consent. In the event of such an approved cancellation by Purchaser, Seller shall be entitled to payment of the full price, less the amount of any expenses saved by Seller by reason of the cancellation.

2. DELIVERY AND DELAY. All quoted delivery dates and/or periods are approximate. The delivery periods shall commence when Seller shall have acknowledged receipt of complete specifications and/or applicable documents required to effect shipment such as import license, exchange permit, shipping instructions, etc. Title and risk of loss or damage in transit shall pass to Purchaser at the point where Seller has fulfilled its obligations under the shipping term specified in the contract for sale as described in the International Chamber of Commerce definition of Trade Terms - 1994, provided that if payment shall be made under a letter of credit, Seller shall have a security interest in the equipment until acceptance of the related draft or drafts by the bank confirming such credit.

Seller reserves the right to make delivery or installments, unless otherwise expressly stipulated in the contract for sale, and all such installments, when separately invoiced, shall be paid for within due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including without limitation, an act of God, act of purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, and inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Claims for shortages or other errors must be made in writing to Seller within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. Shipping specifications are approximate, any change resulting from variations are not subject to claim by Purchaser.

3. DESCRIPTIVE LITERATURE AND SUBSTITUTES. Catalogues, product brochures, photographs and other illustrations are a general representation of the products offered, but shall not be taken as an exact representation and shall not form part of the contract except as specifically set forth. Seller reserves the right to make changes in design, specifications or materials which in Seller's opinion constitute an improvement or necessary because of unavailability of materials. Seller may furnish suitable substitutes for materials unobtainable because of processes or regulations established by governmental authority or nonavailability of materials from suppliers.

4. STORAGE. If the products are not shipped within 15 days after notification to Purchaser that they are ready for shipping, for any reason beyond Seller's reasonable control, including Purchaser's failure to give shipping instructions, Seller may store such products at Purchaser's risk in a warehouse or yard or upon Seller's premises, and Purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

5. PRICE AND PAYMENT. As explained in Paragraph 10 below, the price for the goods and/or services listed on the face of the offer (or counter-offer) are Seller's price for such goods and/or services with (i) the exclusive Warranty of repair or replacement of defective parts as found in Paragraph 7 below; and (ii) the Exclusion of Consequential Damages and Disclaimer of Other Liabilities as found in Paragraph 10 below, including the disclaimer of tort liability (including negligence and strict liability, enforceable against Purchaser. If Purchaser desires for Seller to provide a greater, or additional Warranty than presently contained in Paragraph 7, and/or to be liable for some or all of the disclaimer of tort liability in Paragraph 10, and/or to be liable for Purchaser's consequential or incidental damages, then Purchaser must notify Seller before Purchaser accepts (or is deemed to accept), pursuant to Paragraph 1 this offer and Seller will amend this offer to reflect higher sales price consistent with the additional warranty, liability and/or damages that Purchaser desires Seller to assume. In the absence of such a notification, the repair or replacement Warranty found in Paragraph 7, and the disclaimer of consequential and incidental damages found in Paragraph 10 and the disclaimer of other liability also found in Paragraph 10 including the disclaimer of tort liability, shall be enforceable as stated in the contract.

Payment terms are net payment within 30 days of the date of invoice, unless otherwise stated. Interest will be charged at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on accounts more than 30 days past due. Purchaser agrees to pay all costs of collection, including reasonable attorney's fees, on all past due accounts. Invoices may be submitted as partial shipments are made. If during the period of the contract the financial condition of Purchaser does not justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the contract. If shipment is delayed beyond the scheduled date by Purchaser, payment shall be due in full when Seller is prepared to make the shipment. If Purchaser defaults in any payment when due, then the whole contract price shall immediately become due and payable upon demand of Seller, at its option without prejudice to other lawful remedies, may defer delivery or cancel the contract. If delivery is deferred, the goods may be stored as provided in Paragraph 4 above.

6. TAXES AND OTHER CHARGES. Any manufacturer's use related's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority or measured by the transaction between Seller and Purchaser, shall be paid by Purchaser in addition to the price quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, Purchaser shall reimburse Seller therefor, or in lieu of such payment, Purchaser shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. When the contract price includes cost of transportation, field service and/or installation, it has been based on the lowest value for such service prevailing at the time such price is established, and in the event of any change in such rate prior to shipment or performance of services, the price shall be modified accordingly.

7. WARRANTIES. Except as otherwise stated in Warranty Form S-3449 with regard to certain disciplines, Seller warrants equipment and parts manufactured by it and supplied hereunder to be free from defects in materials and workmanship for a period of 18 months from date of shipment or 12 months from date of installation, whichever period shall be shorter. If within such period any such equipment or parts shall be proved to Seller's satisfaction to be defective, such equipment or parts shall be repaired or replaced at Seller's option. Seller's obligations hereunder shall be limited to such repair and replacement and shall be conditioned upon Seller's receiving written notice of any alleged defect within 10 days after its discovery and, at Seller's option, return of such equipment or parts to Seller, to its factory. The warranty shall not apply to equipment or parts not manufactured by Seller or to equipment or parts which shall have been repaired or altered by others than Seller, or which shall have been subject to negligence, accident, damage by circumstances beyond Seller's control or improper operation, maintenance, installation, or storage or to other than normal use of service. With respect to equipment and parts not manufactured by Seller, the warranty obligations of Seller shall in all respects conform to and be limited to the warranty extended to Seller by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranty as of title). This exclusive remedy shall not be deemed to have failed its essential purpose so long as Seller's warranty and able to replace defective products or issue a credit to Purchaser within a reasonable time after Purchaser proves to Seller that a defect is involved.

Any description of the products, whether in writing or made orally by Seller or Seller's agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are, for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Seller.

8. PATENTS, TRADEMARKS AND COPYRIGHTS. Seller will at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by Seller hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business and provided Purchaser shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon Purchaser and permit Seller through its counsel, either in the name of Purchaser or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then (a) Seller will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products; (ii) modify the products to render them noninfringing; (iii) replace the products with noninfringing goods; or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by Seller. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for consequential damages attributable to an infringement.

As to any products furnished by Seller to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, Seller shall not be liable, and Purchaser shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Seller's reasonable attorney's fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringement, or infringements of any other proprietary rights of third parties.

9. NUCLEAR DISCLAIMER. Equipment sold by Seller is not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If equipment is used in a nuclear facility or activity without a supporting quotation, Seller disclaims all liability for any damage, injury or contamination, and Purchaser shall indemnify and hold Seller, its officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all losses, damages or expenses of whatever form or nature (including attorney's fees and other costs of defending any action) which they or any of them may sustain or incur, whether as a result of breach of contract, warranty (not including negligence), strict liability or other theories of law, by reason of such use.

10. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY; PURCHASER'S INDEMNITY. Seller's liability with respect to breaches of warranty shall be limited as provided in Section 7 hereof. With respect to other breaches of this contract, Seller's liability shall in no event exceed the contract price. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slow-down costs, or for any other types of economic loss. All the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Purchaser's customers or any third party asserted by Purchaser against Seller for indemnity or contribution, as well as to direct claims of Purchaser against Seller.

The price for the goods and/or services on the face of this offer are Seller's price for such goods and/or services with all the above Disclaimer of Liabilities, including tort liability enforceable against Purchaser. If Purchaser desires for such D to be amended so that Seller is liable for some or all of the matters disclaimed then Seller's price for the goods and/or services covered by this offer will be adjusted upward to reflect the risk which Purchaser desires Seller to assume. Purchaser understands that Purchaser is foregoing the possibility of, among other things, recovery from Seller of tort liability in exchange for Purchaser obtaining a lower sales price for the goods and/or services.

Purchaser shall indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorney's fees and other costs of defending any action) which Seller may incur as a result of any claim by Purchaser or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

11. TECHNICAL INFORMATION. Any sketches, models or samples submitted by Seller shall remain the property of Seller and shall be treated as confidential information unless Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production process or technique revealed thereby, shall be made without the express written consent of Seller.

12. PURCHASER'S PROPERTY. Any property of purchaser placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of Seller.

Page 1 of 8



Raffaele Montemurro <raffaeleocsd@gmail.com>

## Fwd: Quote

1 message

Daniel Silveira <dan@oceanocsd.org>  
To: raffaele@oceanocsd.org, steve@oceanocsd.org

Tue, Sep 14, 2010 at 4:01 PM

----- Forwarded message -----

From: **Laury LeMay** <laury.lemay@aqua-metric.com>  
Date: Sep 13, 2010 10:29 PM  
Subject: Quote  
To: dan@oceanocsd.org  
Cc: chad.kinney@aqua-metric.com

Dan Silveira  
Oceano CSD  
1655 Front Street  
Oceano, CA 93475

Dan,

Thank you for your time I do appreciate you carving out a few moments for me.

I do understand the district wants to stay with direct read meter technology and maybe at some point in the distant future you may look towards an advanced metering system. With this in mind Aqua Metric Sales Company is pleased to quote the following prices on Sensus Metering product.

| SIZE        | TYPE       | COST    |
|-------------|------------|---------|
| Residential |            |         |
| 5/8"X3/4"   | Sensus PMM | \$47.00 |
| 3/4" Shorts | Sensus PMM | \$55.25 |

*page 2 of 8*

|                            |            |            |
|----------------------------|------------|------------|
| 3/4" Longs                 | Sensus PMM | \$88.15    |
| 1"                         | Sensus PMM | \$118.39   |
| 1-1/2"                     | Sensus PMM | \$266.66   |
| 2"                         | Sensus PMM | \$395.57   |
| Commercial(Compound Flows) |            |            |
| 1-1/2"                     | OMNI C2    | \$1,300.00 |
| 2"                         | Omni C2    | \$1,500.00 |
| 3"                         | Omni C2    | \$1,900.00 |
| 4"                         | Omni C2    | \$3,300.00 |
| 6"                         | Omni C2    | \$5,700.00 |
| Commercial(Turbo Flows)    |            |            |
| 1-1/2"                     | Omni T2    | \$800.68   |
| 2"                         | Omni T2    | \$949.74   |
| 3"                         | Omni T2    | \$1,183.49 |
| 4"                         | Omni T2    | \$2,304.08 |

6"

Omni T2

\$4,148.10

*page 3 of 8*

Prices are firm until 12/31/2010. Terms are net 30 days Shipping is free with orders totaling greater than \$2,500.

If you have any questions please let me know.

Laury LeMay

Account Manager

Aqua Metric Sales Co.


2050 Flat Rock Drive


Riverside, CA 92505

951-232-0201

**3 attachments**

 **Omni Info.pdf**  
245K

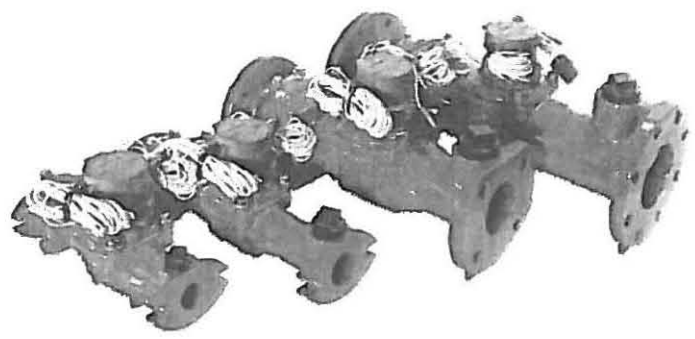
 **PMM 5-8 thru 1.pdf**  
315K

 **PMM Inch+half to 2.pdf**  
322K



### NSF Approved Materials

- Maincase: Coated Ductile Iron
- Measuring Chamber: Thermoplastic
- Rotor "Floating Ball": Thermoplastic
- Radial Bearings: Hybrid Thermoplastic
- Thrust Bearings: Sapphire/Ceramic Jewel
- Magnets: Ceramic Magnet
- Strainer Screen: Stainless Steel
- Strainer Cover: Coated Ductile Iron
- Test Plug: Coated Ductile Iron



### C2 Operating Characteristics

| Meter Size | Low Flow (95% Min.) | Operating Range (98.5—101.5%) | Intermittent Flows (98.5 - 101.5%) | Lay Length |
|------------|---------------------|-------------------------------|------------------------------------|------------|
| 1-1/2      | .25                 | .5 to 160 gpm                 | 200 gpm                            | 13"        |
| 2          | .25                 | .5 to 160 gpm                 | 200 gpm                            | 15.25"     |
| 3          | .5                  | 1.0 to 400 gpm                | 500 gpm                            | 17"        |
| 4          | .75                 | 1.5 to 800 gpm                | 1000 gpm                           | 20"        |
| 6          | 1.5                 | 3.0 to 1600 gpm               | 2000 gpm                           | 24"        |

### T2 Operating Characteristics

| Meter Size | Low Flow (95% Min.) | Operating Range (98.5—101.5%) | Intermittent Flows (98.5 - 101.5%) | Lay Length |
|------------|---------------------|-------------------------------|------------------------------------|------------|
| 1-1/2      | .75                 | 1.25 to 160 gpm               | 200 gpm                            | 13"        |
| 2          | 1.0                 | 1.5 to 200 gpm                | 250 gpm                            | 17"        |
| 3          | 1.5                 | 2.5 to 500 gpm                | 650 gpm                            | 19"        |
| 4          | 2.0                 | 3.0 to 1000 gpm               | 1250 gpm                           | 23"        |
| 6          | 2.5                 | 4.0 to 2000 gpm               | 2500 gpm                           | 27"        |



# PMM-EB II<sup>®</sup> Water Meters

Multi-Jet Type Magnetic Drive Cold Water Meters

5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm) Sizes

*page 5 of 8*

## DESCRIPTION

**Applications:** Measurement of cold water where flow is in one direction only; in residential, commercial and industrial services.

**Conformance To Standards:** Sensus PMM-EB II Water Meters comply with ANSI/AWWA Standard C708, latest revision. Each meter is tested to insure compliance.

**Construction:** Sensus PMM-EB II Water Meters consist of three basic components: maincase; measuring chamber; and sealed register. Main cases are of bronze with externally-threaded spuds. Registers are housed in synthetic polymer ring and lid, a bronze bonnet, is available as an option. Measuring chambers are made of Polystyrene, Nylon, and Polycarbonate. They are corrosionresistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Main case bottom plates are available in bronze.

**Sealed Register:** Hermetically sealed; proven magnetic drive design eliminates dirt and moisture contamination, tampering and lens fogging problems. Standard register includes a straight-reading, odometer-type totalization display; a 360° test circle with center sweep hand; and a low flow (leak) detector. Gears are selflubricating, molded plastic for long life and minimum friction. No change gears are required for accuracy calibration. Encoder-type remote reading systems are available for all PMM-EB II Water Meters. (See other side of sheet for additional information.)

**Tamperproof Features:** A unique locking system prevents customer removal of the register to obtain free water. A special tool, available only to water utilities, is required to remove the register ring. When the optional bronze register bonnet is selected, a tamper detection seal is available.

**Magnetic Drive:** The PMM-EB II features a hydrodynamically cushioned design that eliminates premature wear of components. The meter utilizes a patented positive, reliable drive coupling. The high-strength magnets used will eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

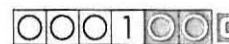
**Operation:** Water flows through the meter's strainer and into the measuring chamber where it drives the impeller. The impeller has a sapphire bearing and is balanced on a tungsten-based titanium stainless steel shaft. The drive magnet transmits the rotation of the impeller to a drive magnet located within the hermetically sealed register. The drive magnet is



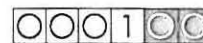
5/8" PMM-EB II<sup>®</sup>  
(DN 15mm)

3/4" PMM-EB II<sup>®</sup>  
(DN 20mm)

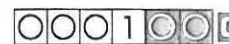
1" PMM-EB II<sup>®</sup>  
(DN 25mm)



1,000 gallons



100 cubic feet



1 cubic meter

connected to the register gear train. It reduces the impeller's rotation into volume totalization units displayed on the register dial face.

**Maintenance:** Sensus PMM-EB II Water Meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design and precise machining of components allows interchangeability of parts of like-size meters, reduced parts inventory requirements, and ease of maintenance. The register can be removed without relieving the water pressure or removing the case from the installation.

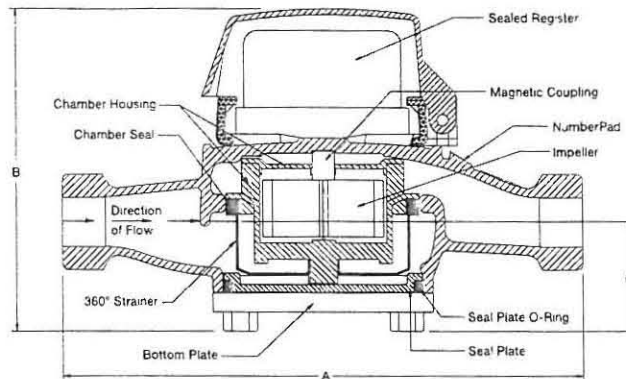
As an alternative to utility repair, Sensus offers maintenance programs to provide factory reconditioning of the main case and replacement component at low fixed prices. See bulletin MJ-299.

**Connections:** Tailpieces/Unions for installing the meters on a variety of pipe types and sizes are available.

**AMR / AMI Systems:** Meters and encoders are compatible with current Sensus AMR/AMI systems.

**Guarantee:** Sensus PMM-EB II Water Meters are backed by "The Sensus Guarantee." Ask your Sensus representative for details or see Bulletin G-500.

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**DIMENSIONS AND NET WEIGHTS**

| Meter Size                      | A                  | B                 | C                | Width             | Net Weight        |
|---------------------------------|--------------------|-------------------|------------------|-------------------|-------------------|
| 5/8"<br>(DN 15mm)               | 7-1/2"<br>(190mm)  | 4-3/4"<br>(121mm) | 1-5/8"<br>(41mm) | 3-3/4"<br>(96mm)  | 4 lbs<br>(1.8 kg) |
| 5/8" x 3/4"<br>(DN 15mm x 33mm) | 7-1/2"<br>(190mm)  | 4-3/4"<br>(121mm) | 1-5/8"<br>(41mm) | 3-3/4"<br>(96mm)  | 4 lbs<br>(1.8 kg) |
| 3/4" Short<br>(DN 20mm)         | 7-1/2"<br>(190mm)  | 4-3/4"<br>(121mm) | 1-5/8"<br>(41mm) | 3-3/4"<br>(96mm)  | 4 lbs<br>(1.8 kg) |
| 3/4"<br>(DN 20mm)               | 9"<br>(229mm)      | 4-3/4"<br>(121mm) | 1-5/8"<br>(41mm) | 3-3/4"<br>(96mm)  | 4.5 lbs<br>(2 kg) |
| 3/4" x 1"<br>(DN 20mm x 42mm)   | 9"<br>(229mm)      | 4-3/4"<br>(121mm) | 1-5/8"<br>(41mm) | 3-3/4"<br>(96mm)  | 4.5 lbs<br>(2 kg) |
| 1"<br>(DN 25mm)                 | 10-3/4"<br>(273mm) | 5-1/4"<br>(133mm) | 2-1/4"<br>(57mm) | 5-1/4"<br>(133mm) | 7 lbs<br>(3.2 kg) |

**SPECIFICATIONS**

|   |  |
|---|--|
| <b>SERVICE</b>                                  | Measurement of cold water with flow in one direction only.   |
| <b>NORMAL OPERATING FLOW RANGE</b> <sup>1</sup> | 5/8" (DN 15mm) size: 1 to 20 gal/min. (0.25 to 4.5 m <sup>3</sup> /h)<br>3/4" (DN 20mm) size: 2 to 30 gal/min. (0.45 to 7.0 m <sup>3</sup> /h)<br>1" (DN 25mm) size: 3 to 50 gal/min. (0.7 to 11.0 m <sup>3</sup> /h)  |
| <b>ACCURACY</b>                                 | 100% ± 1.5% of actual thruput in normal flow range   |
| <b>LOW FLOW REGISTRATION</b>                    | 5/8" size: 97% at 1/4 gal/min. (0.06 m <sup>3</sup> /h)<br>3/4" size: 97% at 1/2 gal/min. (0.10 m <sup>3</sup> /h)<br>1" size: 97 at 3/4 gal/min. (0.15 m <sup>3</sup> /h)   |
| <b>MAXIMUM PRESSURE LOSS</b>                    | 5/8" size: 14.0 psi at 20 gal/min. (0.5 bar at 4.5 m <sup>3</sup> /h)<br>3/4" size: 14.0 psi at 30 gal/min. (0.6 bar at 7.0 m <sup>3</sup> /h)<br>1" size: 14.0 psi at 50 gal/min. (0.5 bar at 11.0 m <sup>3</sup> /h) |
| <b>MAXIMUM OPERATING PRESSURE</b>               | 150 psi (10.0 bar)   |
| <b>MEASURING ELEMENT</b>                        | Multi-Jet  |
| <b>REGISTER</b>                                 | Straight reading, hermetically sealed, magnetic drive.<br>Remote reading unit optional.  |

**REGISTRATION** 10 gallons, 1 cubic foot or 0.01 m<sup>3</sup>/sweep hand revolution  
10,000,000 gallons, 1,000,000 cubic feet or 10,000 m<sup>3</sup> capacity.  
6 odometer wheels.

**METER CONNECTIONS**<sup>2</sup> 5/8" (DN 15mm) size: 3/4" (26.44mm) threads  
5/8" x 3/4" (DN 15mm x 33mm) size: 1" (33.25) threads  
3/4" (DN 20mm) size: 1" (33.25 threads)  
3/4" x 1" (DN 20mm x 42mm) size: 1-1/4" (41.91mm) threads  
1" (DN 25mm) size: 1-1/4" (41.91mm) threads  
(All threads are straight pipe, external type, conforming to ANSI B2.1)

**MATERIALS** Maincase — EnviroBrass II™ C8952 alloy  
Register box — synthetic polymer (standard), EnviroBrass II™ (optional)  
Measuring chamber — Nylon, Polycarbonate  
Bottom plate — EnviroBrass II™  
Magnets — Ceramic material  
Casing bolts — Stainless steel  
Strainer — Synthetic polymer

<sup>1</sup> Maximum rates listed are for intermittent flow only. Maximum continuous flow rates as specified by AWWA are: 5/8" (DN 15mm) — 10 gal/min (2.3 m<sup>3</sup>/h), 3/4" (DN 20mm) — 15 gal/min (3.4 m<sup>3</sup>/h), 1" (DN 25mm) — 25 gal/min (5.7 m<sup>3</sup>/h)

<sup>2</sup> Unless otherwise noted, 5/8" size and 5/8" x 3/4" characteristics are identical (5/8" x 3/4" designates 5/8" with 3/4" connection thread.) Also unless otherwise noted 3/4" size and 3/4" x 1" size characteristics are identical (3/4" x 1" designates 3/4" with 1" connection thread.)  
Metric designation is the normal bore x the outside diameter

AUTHORIZED SENSUS DISTRIBUTOR



P.O. Box 487 | 450 North Gallatin Avenue  
Uniontown, PA 15401 USA  
T: 1-800-638-3748  
F: 1-800-888-2403  
www.sensus.com/water  
h2oinfo@sensus.com

# PMM-EB II<sup>®</sup> Water Meters

Multi-Jet Type Magnetic Drive Cold Water Meters

1-1/2" (DN 40mm) and 2" (DN 50mm) Sizes

## DESCRIPTION

**Applications:** Measurement of cold water where flow is in one direction only; in residential, commercial and industrial services.

**Conformance To Standards:** Sensus PMM-EB II Water Meters comply with ANSI/AWWA Standard C708-latest revision. Each meter is tested to insure compliance.

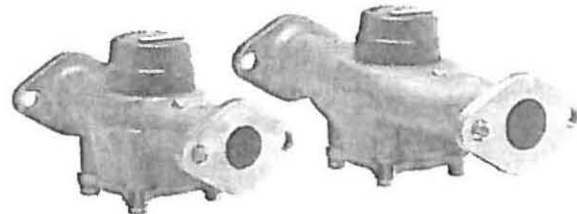
**Construction:** Sensus PMM-EB II Water Meters consist of three basic components: maincase; measuring chamber; and sealed register. Main cases are of bronze with either flanges, internal or externally-threaded spuds. Registers are housed in synthetic polymer ring and lid, a bronze bonnet is available as an option. Measuring chambers are made of Polystyrene, Nylon, and Polycarbonate, they are corrosion-resistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Main case bottom plates are available in bronze.

**Sealed Register:** Hermetically sealed; proven magnetic drive design eliminates dirt and moisture contamination, tampering and lens fogging problems. Standard register includes a straightreading, odometer-type totalization display; a 360° test circle with center sweep hand; and a low flow (leak) detector. Gears are selflubricating, molded plastic for long life and minimum friction. No change gears are required for accuracy calibration. Encoder-type remote reading systems are available for all PMM-EB II Water Meters. (See other side of sheet for additional information.)

**Tamperproof Features:** A unique locking system prevents customer removal of the register to obtain free water. A special tool, available only to water utilities, is required to remove the register ring. When the optional bronze register bonnet is selected, a tamper detection seal is available.

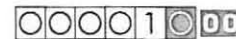
**Magnetic Drive:** The PMM-EB II features a hydrodynamically cushioned design that eliminates premature wear of components. The meter utilizes a patented positive, reliable drive coupling. The high-strength magnets used will eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

**Operation:** Water flows through the meter's strainer and into the measuring chamber where it drives the impeller. The impeller has a sapphire bearing and is balanced on a tungsten-based titanium stainless steel shaft. The drive magnet transmits the rotation of the impeller to a drive magnet located within the



1-1/2" PMM-EB II<sup>®</sup>  
(DN 40mm)

2" PMM-EB II<sup>®</sup>  
(DN 50mm)



1,000 gallons



100 cubic feet



1 cubic meter

hermetically sealed register. The drive magnet is connected to the register gear train. It reduces the impeller's rotation into volume totalization units displayed on the register dial face.

**Maintenance:** Sensus PMM-EB II Water Meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design and precise machining of components allows interchangeability of parts of like-size meters, reduced parts inventory requirements, and ease of maintenance. The register can be removed without relieving the water pressure or removing the case from the installation.

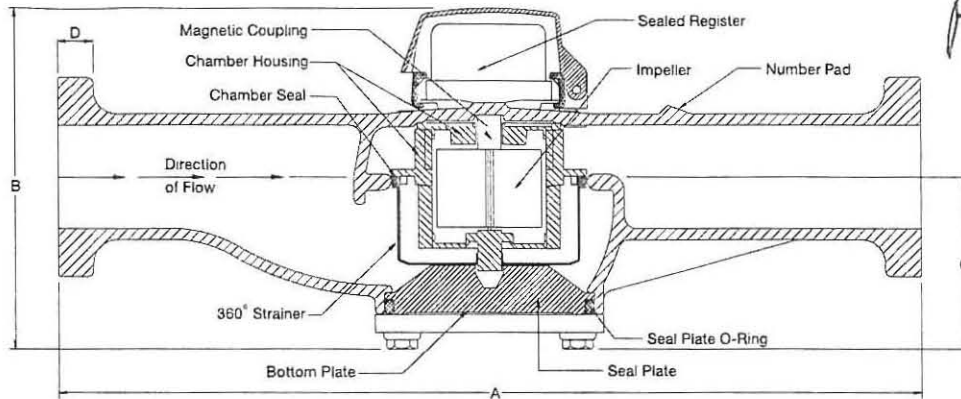
As an alternative to utility repair, Sensus offers maintenance programs to provide factory reconditioning of the main case and replacement component at low fixed prices. See bulletin MJ-299.

**Connections:** Tailpieces/Unions for installing the meters on a variety of pipe types and sizes are available.

**AMR / AMI Systems:** Meters and encoders are compatible with current Sensus AMR/AMI systems.

**Guarantee:** Sensus PMM-EB II Water Meters are backed by "The Sensus Guarantee." Ask your Sensus representative for details or see Bulletin G-500.

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**DIMENSIONS AND NET WEIGHTS**

| Meter Size         | Connections   | A               | B              | C             | D             | Width          | Bolt Circle    | Number of Bolts | Bolt Size   | Net Weight            |
|--------------------|---------------|-----------------|----------------|---------------|---------------|----------------|----------------|-----------------|-------------|-----------------------|
| 1-1/2" (DN 40mm)   | Flanged       | 13" (330mm)     | 6-1/2" (165mm) | 3-1/4" (83mm) | 19/32" (15mm) | 5-1/2" (140mm) | 4.016" (18mm)  | 2               | 5/8" (16mm) | 17 lbs. (7.7 kg)      |
|                    | Male Thread   | 12-5/8" (321mm) | 6-1/2" (165mm) | 3-1/4" (83mm) | N/A           | 5-1/4" (133mm) | N/A            | N/A             | N/A         | 13-1/2 lbs (6.2 kg)   |
|                    | Female Thread | 12-5/8" (321mm) | 6-1/2" (165mm) | 3-1/4" (83mm) | N/A           | 5-1/4" (133mm) | N/A            | N/A             | N/A         | 13-1/2 lbs (6.2 kg)   |
| 2" (DN 50mm)       | Flanged       | 17" (432mm)     | 6-3/4" (172mm) | 3-5/8" (92mm) | 23/32" (18mm) | 6-1/8" (156mm) | 4.488" (114mm) | 2               | 3/4" (19mm) | 22-1/2 lbs. (10.2 kg) |
|                    | Male Thread   | 15-1/4" (388mm) | 6-3/4" (172mm) | 3-5/8" (92mm) | N/A           | 5-3/4" (146mm) | N/A            | N/A             | N/A         | 15-1/4 lbs. (9.7 kg)  |
|                    | Female Thread | 15-1/4" (388mm) | 6-3/4" (172mm) | 3-5/8" (92mm) | N/A           | 5-3/4" (146mm) | N/A            | N/A             | N/A         | 15-1/4 lbs. (9.7 kg)  |
| 2" Short (DN 50mm) | Oval Flange   | 10" (254mm)     | 6-3/4" (172mm) | 3-5/8" (92mm) | 23/32" (18mm) | 6-1/8" (156mm) | 4.488" (114mm) | 2               | 3/4" (19mm) | 19 lbs. (8.6 kg)      |
|                    | Round Flange  | 10" (254mm)     | 6-3/4" (172mm) | 3-5/8" (92mm) | 23/32" (18mm) | 6-1/8" (156mm) | 4.488" (114mm) | 4               | 3/4" (19mm) | 20 lbs. (9 kg)        |

**SPECIFICATIONS**

|  |  |
|--|--|
| <b>SERVICE</b>                                 | Measurement of cold water with flow in only one direction.   |
| <b>NORMAL OPERATING FLOW RANGE<sup>1</sup></b> | 1-1/2" (DN 40mm) size: 5 to 100 gal/min. (1.1 to 23.0 m <sup>3</sup> /h)<br>2" (DN 50mm) size: 8 to 160 gal/min. (1.8 to 36.0 m <sup>3</sup> /h)                         |
| <b>ACCURACY</b>                                | 100% ± 1.5% of actual thruput in normal flow range   |
| <b>LOW FLOW REGISTRATION</b>                   | 1-1/2" (DN 40mm) size: 95% at 1.5 gal/min. (0.35 m <sup>3</sup> /h)<br>2" (DN 50mm) size: 95% at 2 gal/min. (0.45 m <sup>3</sup> /h)                                     |
| <b>MAXIMUM PRESSURE LOSS</b>                   | 1-1/2" (DN 40mm) size: 14.0 psi at 100 gal/min. (0.24 bar at 11.4 m <sup>3</sup> /h)<br>2" (DN 50mm) size: 14.0 psi at 160 gal/min. (0.31 bar at 18.2 m <sup>3</sup> /h) |
| <b>MAXIMUM OPERATING PRESSURE</b>              | 150 psi (10.0 bar)   |
| <b>MEASURING ELEMENT</b>                       | Multi-Jet  |
| <b>REGISTER</b>                                | Straight reading, hermetically sealed, magnetic drive.<br>Remote reading unit optional.  |

|                                      |  |
|--------------------------------------|--|
| <b>REGISTRATION</b>                  | 100,000,000 gallons,<br>100 gallon / sweep hand revolution.<br>10,000,000 Cubic Feet<br>10 C.F. / sweep hand revolution.<br>100,000 Cubic Meter<br>0.1 m <sup>3</sup> /h / sweep hand revolution.  |
| <b>METER CONNECTIONS<sup>2</sup></b> | Flanged 1-1/2": two bolt oval flanged<br>Female 1-1/2": NPT internal pipe threads.<br>Male 1-1/2": NPSM external pipe threads.<br>Flanged 2": two bolt oval flanged.<br>Female 2": NPT internal pipe threads.<br>Male 2": NPSM external pipe threads.  |
| <b>MATERIALS</b>                     | Maincase — EnviroBrass II™ C8952 alloy<br>Register box — synthetic polymer (standard), EnviroBrass II™ (optional)<br>Measuring chamber — Nylon, Polycarbonate<br>Bottom plate — EnviroBrass II<br>Magnets — Ceramic material<br>Casing bolts — Stainless steel<br>Strainer — Synthetic polymer |

<sup>1</sup> Maximum rates listed are for intermittent flow only. Maximum continuous flow rates as specified by AWWA are: 1-1/2" (DN 40mm) — 50 gal/min (11.0 m<sup>3</sup>/h), 2" (DN 50mm) — 80 gal/min (18.0 m<sup>3</sup>/h).

<sup>2</sup> Flanged spuds are standard for 1-1/2" (DN 40mm) and 2" (DN 50mm) size meters and will be furnished unless otherwise specified.

AUTHORIZED SENSUS DISTRIBUTOR



P.O. Box 487 | 450 North Gallatin Avenue  
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F: 1-800-888-2403  
www.sensus.com/water  
h2oinfo@sensus.com



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

September 22, 2010

TO: Board of Directors, OCSD

FROM: Raffaele F. Montemurro, General Manager

**SUBJECT: CLEANING AND INSPECTION OF DISTRICT SEWER AND WATER LINES**

Public Contracts Code Section 22050(c)(1) requires that if the governing body orders any action after the emergency has been declared, the governing body shall review the emergency action at its next regularly-scheduled meeting and at every regularly-scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, that there is need to continue the action.

**THE RECOMMENDED ACTION BEFORE YOUR BOARD is to:** by Board discussion, public comment, motion, second, and roll call vote, determine, by four-fifths vote, that there is a need to continue the action.

Agenda Item 09 22 2010 8. a.