



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

November 10, 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. October 27, 2010

6. Cash Disbursements
Recommend Approval of Bills as submitted

7. Administrative Items
 - a. Properties on 19th Street: Offer of Dedication to the County
Per completion of 19th Street
 - b. Resolution NO 2010 – 17 Approving an Amendment to the water Supply Contract.
Recommend Approval Contract with the County Flood Control & Conservation District
 - c. Amendment No.2 Contract between County Flood Control and Water Conservation District and OCSD
Recommend Approval
 - d. Request For Nominations For LAFCO Special District Member
Complete nomination form and return to LAFCO
 - e. Discussion Sale of Water to Arroyo Grande
Recommend The Board Proceed with sale of water so that Arroyo Grande will schedule it For their next Council Meeting for consideration.
 - f. Discussion Board Meeting Schedule for November and December, 2010
Recommend The Board set Meeting Schedule for the remainder of 2010
 - g. Discussion Board Room Activity and Usage Fee
Recommend no fee at this time and limit Usage to activities for the benefit of The District.
 - h. Discussion Sale of Water to Pismo Beach
Recommend The Board Proceed with sale of water to Pismo Beach so they can go to LAFCO
 - i. Discussion Board on the time line and procedure to fill Board vacancy
Recommended by County Clerk letter of resignation to be received form President Vern Dahl Prior to Friday December 3rd 2010.
 - j. Discussion Sale of Water to Nipomo
See if Nipomo is interested in the purchase of groundwater
 - k. Discussion conclusion to letter initiated 11-24-2009 potential seawater intrusion.
Letter of protest from new Board Member

8. Utility Items

- a. Will Serve Letter Renewal: APN 062-089-006; OCSD PROJ # 6386 Tract 2982
Owner/Project: Dacey /Lot Spilt
Recommend Approval: Request for renewal
- b. Will Serve Letter: APN 062-051-047 OCSD PROJ #6436
Owner/Project: Chavez /2 bedroom, 2 bathroom & garage addition
Recommend Approval: Will Serve Request
- c. Corrected Fee Letter: APN 062-114-016 OCSD PROJ #6428
Project: Community Health Center Modular Building
Recommend Refund Lateral Installation Fee (\$6,420.00)
- d. Discussion place a new street light at the corner of 22nd and Cienaga
Per written request and phone discussion with property owner.

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 10 – 06 – 2010 10-20-2010 & 11-03-2010
- (2) OAC
- (3) Other

b. VICE PRESIDENT PAMELA DEAN

- (1) Other

c. DIRECTOR JIM HILL

- (1) Other

d. DIRECTOR MARY LUCEY

- (1) Zone 3 Advisory 09 -23 - 2010
- (2) AD HOC Rate Increase 11 – 03 – 2010
- (3) Other

- e. DIRECTOR LORI ANGELLO
 - (1) AD HOC Rate Increase
 - (2) Other

11 – 03 – 2010

- 10. General Manager Items/Discussion *
 - a. Up Date on water supply
 - b. Other
- 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

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING

Oceano

Wednesday

October 27, 2010

The meeting was called to order by President Dahl at 6:31 p.m.

1. Roll Call
Present: VP Dean, Director Hill, Director Angello, Director Lucey, President Dahl

Absent: None

Staff Present: Raffaele F. Montemurro, Board Secretary/General Manager
CarolAnn Pardo, Deputy Secretary to the Board
Alex Simas, District Legal Counsel

Staff Absent: Mike Hubert, Fire Chief
Dan Silveira, Utility Operations Lead Person
2. Flag Salute
President Dahl led the flag salute
3. Public Comment *
Mary Williams, Oceano, read a prepared letter regarding rate increase

Jeff Edwards, Los Osos, urged the Board of Directors to take a look at the big picture regarding of water
4. Board Member Comment *
Director Lucey provided a handout about the potential seawater intrusion, Northern Cities Management Area and the Initial Study and Proposed Negative Declaration dated September 24, 2010. Director Lucey requested that the handouts be available for the public
5. Review and Approval of Minutes
 - a. October 13, 2010

After public comment, Board discussion, a motion by Director Hill second by Director Angello the following motion was adopted: approval of the October 13, 2010 minutes as presented by voice vote, 5-0
6. Cash Disbursements
GM Montemurro recommended approval of bills as submitted

After public comment, Board discussion, a motion by Director Angello second by Director Hill the following motion was adopted: approval of the cash disbursements as presented by GM Montemurro by voice vote, 5-0
7. Administrative Items
President Dahl moved Agenda Item 7c. to be discussed next
 - c. Discussion District Finances:
GM Montemurro presented the final revenue journal, monthly check register, and the quarterly District Investment report for quarter ending September 30, 2010

The Board received and filed

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING

Oceano

Wednesday

October 27, 2010

After public comment, Board discussion, a
motion by Director Hill,
second by Director Lucey
the following motion was adopted: to recess at 8:06 pm and return from recess at 8:16 pm
by voice vote, 5-0

a. Recommend increases Both Water Rates and Sewer Rates

GM Montemurro recommended to raise the rates, start the Proposition 218 process, and schedule the public hearing at the December 22, 2010 Board of Directors meeting

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 motion was adopted: to appoint an Ad/Hoc Committee for Water / Sewer for the Water Rate Study and the committee be over seen by Director Lucey and Director Angello

b. Properties on 19th Street: Offer of Dedication to the County
Tabled

d. Resolution NO 2010 – 17 Approving an Amendment to the water Supply Contract.
GM Montemurro provided a report. The Board tabled for further review

e. Amendment No.2 Contract between County Flood Control and Water Conservation District and
GM Montemurro provided a report. The Board tabled for further review

8. Utility Items

a. Cleaning and Inspection of District Sewer and Water Lines
GM Montemurro presented item

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

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

Nays: None

the following motion was adopted: to terminate the 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

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING

Oceano

October 27, 2010

Wednesday

- b. Will Serve Letter: APN 062-282-007 OCSD Proj #6349 SLO CO #2005-0015
GM Montemurro presented item and recommended approval

Director Angello recused herself

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 Lucey, President Dahl

Nays: None

the following motion was adopted: to will serve APN 062-282-007 OCSD Proj #6349 SLO CO #2005-0015

9. Reports of District Representatives *

Tabled

- a. PRESIDENT VERN DAHL
b. VICE PRESIDENT PAMELA DEAN
c. DIRECTOR JIM HILL
d. DIRECTOR MARY LUCEY
e. DIRECTOR LORI ANGELLO

10. General Manager Items/Discussion *

- a. Meter up date
b. Other

11. Public Comment *

None

12. Board Member Discussion *

None given

13. Board Member items for the next Board Meeting Agenda*

Closed session for Tuckfield recoup money
Ad Hoc draft Rate Study
Tabled items

14. Written Communications

GM Montemurro handed out a letter from Jeff Edwards

After public comment, Board discussion, a
motion by VP Dean
second by Director Hill
and the following motion was adopted: to adjourn the meeting at 10:22 PM
by voice vote, 5-0



Oceano Community Services District

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

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FAX (805) 481-6886

\$9,589.24	DIRECT DEPOSIT P/R THRU 10/29/10	PR1003	2010-11
8,836.89	PRE-PAID DISBURSEMENTS THRU 11/01/10	EX1070	2010-11
324,498.33	REGULAR DISBURSEMENTS THRU 11/10/10	EX1071	2010-11
\$342,924.46	TOTAL PAYMENTS SUBMITTED		
	FOR APPROVAL 11-10-10		
	VOIDED CHECKS:		
(\$39.00)	CHK #051105 (LEE CENTRAL COAST NEWSPAPER)		
(\$1,090.50)	CHK #051201 (WALLACE GROUP)		
(\$1,129.50)	TOTAL VOIDED CHECKS		

P/R DATE 10/23/10
CHK DATE 10/29/10

OCEANO COMMUNITY SERVICES DISTRICT
DIRECT DEPOSIT LIST

RUN: 10/29/10
11:20:17

PAGE 1
PRDDEP

EMP#	NAME	DEDUCTION	DATE	CHECK#
1-2002	MONTEMURRO, RAFFAELE F	2,769.09	10/29/10	51205
1-2210	DIAZ, ALMA L	1,438.67	10/29/10	51206
1-2220	PARDO, CAROL ANN	972.74	10/29/10	51207
1-2230	RUIZ, CELIA Z	1,000.93	10/29/10	51208
2-3150	TORRES, MAXIMIANO A	.00	10/29/10	
2-3182	SILVEIRA, DANIEL P	1,789.25	10/29/10	51209
2-3194	LANGSTAFF, STEVEN A	1,618.56	10/29/10	51210
7	-EMPS CODED FOR DIRDEP	9,589.24	TOTAL DIRECT DEPOSIT	
6	-EMPS WITH DEDUCTION			

NO CHECK THIS PAYROLL PER

DIRECT DEPOSIT FOR PAYROLL ENDING 10-29-10

11/03/10

CHECK REGISTER--\$ AMT SORT

PAGE 1

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
PACIFIC GAS & ELECTRIC	24453	110310	51213	4278.09	0
FIRST TEXAS BANK	13535	110310	51211	3041.11	0
STATE COMPENSATION INS. FUND	32472	110310	51214	1500.00	0
MINER'S ACE HARDWARE, INC.	21087	110310	51212	17.69	0
				8836.89 *	

4 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
NEW SYSTEM LEASE: NOV '10 FIRST TEXAS BANK	13535	2010041-06	01-4100-321	ADMINISTRA	051211	3,041.11 3,041.11		20
OPER SUPP MINER'S ACE HARDWARE, INC.	21087	K38592	02-4400-175	WATER	051212	17.69 17.69		10
10/21 ST LIGHTS		6158009002	01-4195-295	LIGHTING D		566.90		30
10/21 ST LIGHTS		6158009004	01-4195-295	LIGHTING D		492.56		40
10/21 ST LIGHTS		6158009008	01-4195-295	LIGHTING D		231.13		50
10/21 ST LIGHTS		6158009014	01-4195-295	LIGHTING D		720.57		60
10/21 ST LIGHTS		6158009016	01-4195-295	LIGHTING D		8.49		70
10/21 ST LIGHTS		6158009022	01-4195-295	LIGHTING D		82.36		80
10/21 ST LIGHTS		6158009026	01-4195-295	LIGHTING D		342.30		90
10/21 ST LIGHTS		6158009028	01-4195-295	LIGHTING D		89.71		100
10/21 ST LIGHTS		6158009748	01-4195-295	LIGHTING D		85.67		120
10/21 ST LIGHTS		6158009351	01-4195-295	LIGHTING D		13.08		130
10/15 1655 FRONT		6158009015	01-4100-290	ADMINISTRA		806.54		140
10/16 1685 FRONT		6158009020	02-4400-290	WATER		64.94		150
10/16 LIFT STAT		6158009030	03-4500-290	SEWER		37.66		160
10/15 1687 FRONT		6158009401	01-4200-290	FIRE		101.79		170
10/15 MODULAR		6158009486	01-4200-290	FIRE		62.67		180
10/16 1935 WILMAR		6158009939	02-4400-290	WATER		571.72		190
PACIFIC GAS & ELECTRIC	24453				051213	4,278.09		
PREM: NOV 2010 STATE COMPENSATION INS. FUND	32472	590828-10	01-2168-000	PAYROLL	051214	1,500.00 1,500.00		200
CHECKS WRITTEN						8,836.89		
* PREPAID ITEMS						.00	*	
TOTAL DEMANDS PAID						8,836.89		

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
FIVE CITIES FIRE AUTHORITY	13755	111010	51223	164276.50	0
SSLOCS	32274	111010	51230	73963.42	0
AQUA-METRIC	91210	111010	51238	40764.32	0
U.S. BANK, N.A.	34555	111010	51234	31288.88	0
GARING TAYLOR & ASSOCIATES	94121	111010	51241	64220.00	0
WALLACE GROUP	35541	111010	51236	19955.50	0
CSG SYSTEMS	10475	111010	51219	15965.54	0
WRIGHT, IV HAROLD L.	91038	111010	51237	7500.00	0
MAINLINE UTILITY COMPANY	20100	111010	51228	525.00	0
VALLEY AUTO SERVICE	35046	111010	51235	392.11	0
DEAN, PAMELA	11120	111010	51220	3000.00	0
U.S. POSTMASTER	34551	111010	51233	285.00	0
ULTREX BUSINESS PRODUCTS	34400	111010	51232	241.37	0
FERGUSON ENTERPRISES, INC #632	13100	111010	51222	227.33	0
JIM HILL	16200	111010	51225	2000.00	0
STANLEY CONVERGENT SECURITY	33040	111010	51231	168.00	0
ELECSYS INTERNATIONAL CORP	94526	111010	51242	163.00	0
MISSION LINEN SUPPLY	21186	111010	51229	151.20	0
ADVANTAGE ANSWERING PLUS, INC	599	111010	51215	148.56	0
VERIZON WIRELESS	15500	111010	51224	117.52	0
KNECHT'S PLUMBING & HEATING	18800	111010	51226	112.07	0
LUCEY, MARY K.	20089	111010	51227	1000.00	0
CITY OF ARROYO GRANDE	2082	111010	51216	96.70	0
J.B. DEWAR, INC.	11150	111010	51221	88.80	0
CHARTER COMMUNICATIONS	7500	111010	51217	49.99	0
RABOBANK VISA CARD	10091	111010	51218	46.02	0
DIAZ, ALMA L.	91226	111010	51239	21.00	0
CAROLANN PARDO	91228	111010	51240	9.50	0

324498.33 *

28 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS	VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
10/10 ANSWER SERV ADVANTAGE ANSWERING PLUS,		INC00599	765102502010	02-4400-110	WATER	051215	148.56 148.56		200
WTR METER TESTING CITY OF ARROYO GRANDE		02082	10-026	02-4400-176	WATER	051216	96.70 96.70		50
SERV THRU 113010 CHARTER COMMUNICATIONS		07500	113010	01-4100-200	ADMINISTRA	051217	49.99 49.99		230
OFF SUPPLIES RABOBANK VISA CARD		10091	102610	01-4100-200	ADMINISTRA	051218	46.02 46.02		400
1306:10/10 POSTAGE			68099	02-4400-210	WATER		464.27	130680210	320
1306:10/10 POSTAGE			68099	03-4500-210	SEWER		464.27	130680210	330
1306:10/10 PROF SERV			68099	02-4400-220	WATER		334.00	130660220	340
1306:10/10 PROF SERV			68099	03-4500-220	SEWER		334.00	130660220	350
CSG SYSTEMS		10475				051219	1,596.54		
B/S: 1 REG			090810	01-4100-225	ADMINISTRA		100.00	119160225	180
B/S: 2 REG			103110	01-4100-225	ADMINISTRA		200.00	119160225	190
DEAN, PAMELA		11120				051220	300.00		
31-OCT FUEL 30017 J.B. DEWAR, INC.		11150	745386	03-4500-172	SEWER	051221	88.80 88.80	51780172	410
MAINT EQUIP FERGUSON ENTERPRISES, INC #6313100			6580522	02-4400-163	WATER	051222	227.33 227.33		170
FCFA:10/01-12/31/10 FIVE CITIES FIRE AUTHORITY		13755	FCFA-2010006	01-4200-077	FIRE	051223	164,276.50 164,276.50		150
10/22 CELL SERV			908783344	01-4200-111	FIRE		106.93		70
10/22 CELL SERV			908783344	01-4100-111	ADMINISTRA		10.59		80
VERIZON WIRELESS		15500				051224	117.52		
B/S:2 REG JIM HILL		16200	103110	01-4100-225	ADMINISTRA	051225	200.00 200.00	118560225	210
9173:R&M AC			29169	01-4100-173	ADMINISTRA		112.07	917360220	260

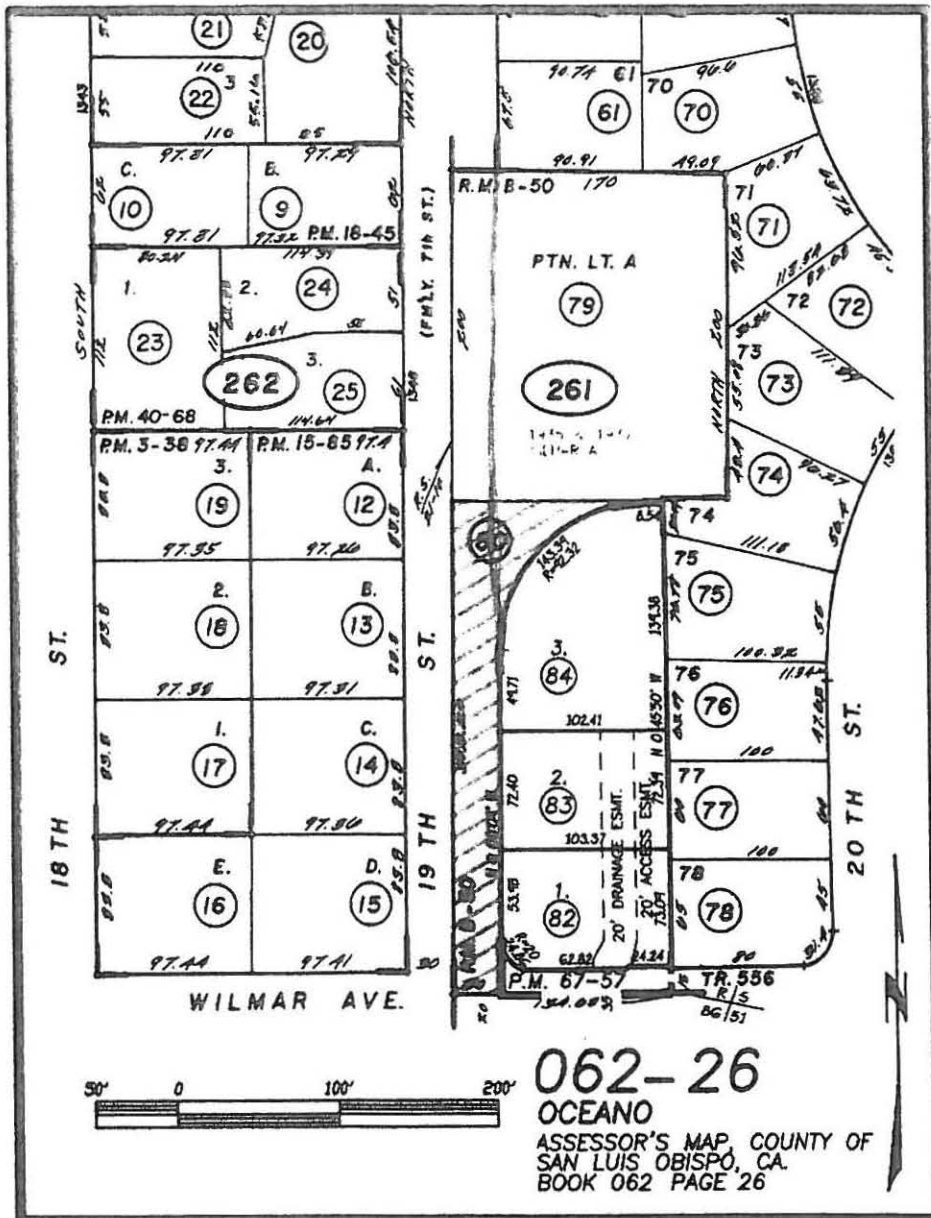
PAYEE	DETAIL OF DEMANDS	VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
KNECHT'S PLUMBING & HEATING		18800				051226	112.07		
B/S:2 REG LUCEY, MARY K.		20089	101310	01-4100-225	ADMINISTRA	051227	100.00 100.00	118960225	140
CDBG:VIDEO 6"VPC SWR MAIN MAINLINE UTILITY COMPANY	LINE 4452 20100			03-4500-355	SEWER	051228	525.00 525.00		240
10/10 CLOTHING/TOWELS MISSION LINEN SUPPLY		21186	110099	02-4400-100	WATER	051229	151.20 151.20		60
FOG PROG FOG PROG OCT 2010 COLLECTIONS SSLOCS D			073010 083010 103010	03-4500-220 03-4500-220 03-4500-297	SEWER SEWER SEWER		365.00 190.75 73,407.67 73,963.42		280 290 300
12/10 ALARM SERV 12/10 ALARM SERV 12/10 ALARM SERV 12/10 ALARM SERV STANLEY CONVERGENT SECURITY		33040	7797779 7797779 7797779 7797779	02-4400-110 02-4400-110 03-4500-110 01-4200-110	WATER WATER SEWER FIRE	051231	42.00 42.00 42.00 42.00 168.00	44180220 44080220 57380220 927380220	360 370 380 390
0151:MO BIZHUB C451/12 ULTREX BUSINESS PRODUCTS		34400	119498	01-4100-170	ADMINISTRA	051232	241.37 241.37	15180170	100
BULK MAIL PERMIT#10 BOX 599 ANNUAL RENT U.S. POSTMASTER		34551	2010-11 113010	01-4100-210 01-4100-210	ADMINISTRA ADMINISTRA	051233	185.00 100.00 285.00		220 310
SDW:PRIN SDW:INT U.S. BANK, N.A.		34555	120110 120110	02-4400-396 02-4400-397	WATER WATER	051234	27,611.64 3,677.24 31,288.88		120 130
0415:R&M SEWER CLEANER VALLEY AUTO SERVICE		35046	19094	03-4500-171	SEWER	051235	392.11 392.11	41560171	110
ADMIN GRND WTR BASIN WALLACE GROUP		35541	30447 30448	01-4100-222 02-4400-222	ADMINISTRA WATER	051236	1,828.50 167.00 1,995.50		20 30
PROF SERV:10HRS			110210	01-4100-220	ADMINISTRA		750.00		40

PAYEE	DETAIL OF DEMANDS	VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
WRIGHT, IV HAROLD L.		91038				051237	750.00		
WATER METERS AQUA-METRIC		91210	0035031-IN	02-4400-176	WATER	051238	40,764.32 40,764.32		160
MILEAGE DIAZ, ALMA L.		91226	103110	01-4100-280	ADMINISTRA	051239	21.00 21.00		90
MILEAGE CAROLANN PARDO		91228	103110	01-4100-280	ADMINISTRA	051240	9.50 9.50		250
HDY MTR DEP: PROJ #642800 GARING TAYLOR & ASSOCIATES		94121	642800	02-2200-000	LIABILITY	051241	6,420.00 6,420.00		10
0427:12/10 SERV ELECSYS INTERNATIONAL CORP		94526	091535	02-4400-170	WATER	051242	163.00 163.00	42780170	270
CHECKS WRITTEN							324,498.33		
* PREPAID ITEMS							.00	*	
TOTAL DEMANDS PAID							324,498.33		

Oceano Community Services District 19th Street Water Yard Access Road

APN 062-261-080

Wrong owner on title—Should be Oceano CSD



Kevin P. Rice
PO Box 14107
San Luis Obispo CA 93406-4107
(805) 602-2616
kriceslo@gmail.com

Wednesday, 2010 April 28

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

**SUBJECT: 19TH 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 19th 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)

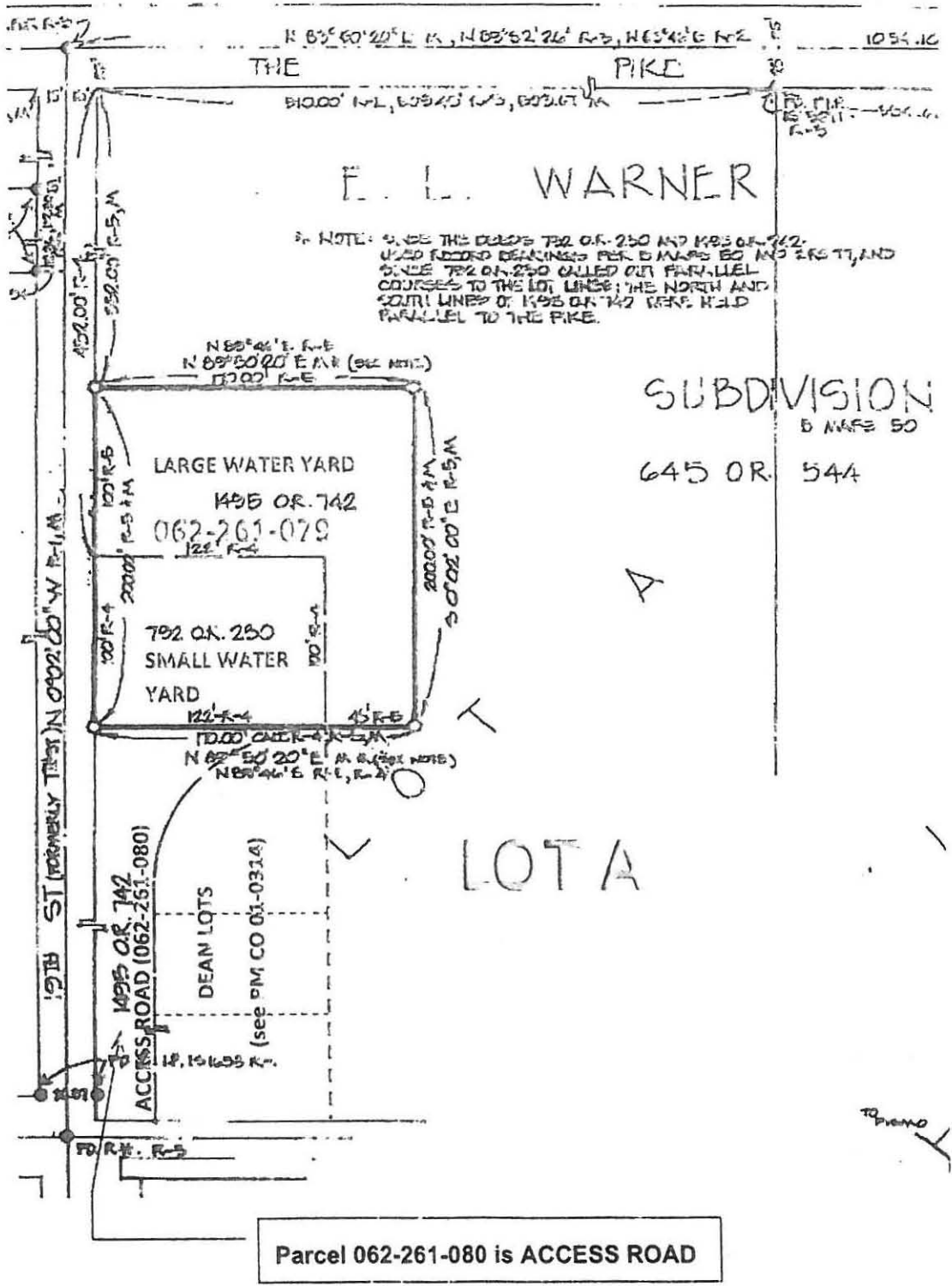
DEAN LOTS – Refers to three parcels currently owned by PAMELA DEAN, created from APN 062-261-081, which include APNs 062-261-082, -083, and -084.

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.

Property Names used herein (depicted on RS 21-10 excerpt):



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

1840

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 Ranchos 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

On January 21, 1952 before me, Yanaka 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.



SPACE BELOW FOR RECORDER'S USE ONLY

1840

RECORDED AT REQUEST OF SECURITY TITLE INS. AND GUARANTEE CO. AT 1 MIN. PAST 2 PM VOL 6 Official Records p 544 SAN LUIS OBISPO COUNTY, CALIF.

FEB 15 1952

Handwritten signature of W.L. Ramage, County Recorder, Fee \$2.40 included, By Mary Chapman Deputy

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

Handwritten address: J. T. Doty, 1216 E. Ramona, Fullerton, Calif.

V. 645 p. 545

INSTALLMENT NOTE (When Answer Given First)

This Deed of Trust, Made this 15th day of February, 1932

Between J. E. DOTT and LUCILLE E. DOTT, husband and wife,
P. E. DOTT and BESS DOTT, husband and wife, and
A. J. DOTT and GERARDINE E. DOTT, husband and wife,
 hereinafter called TRUSTOR.

~~SECRET~~ ~~TRUST~~ ~~LAURENCE~~ ~~AND~~ ~~COMPANIES~~ ~~RECORDED~~

a California corporation, hereinafter called TRUSTEE, and
MR. JOSEPH and MRS. JOSEPH,
 husband and wife, as joint tenants,
 hereinafter 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 134 and 135 of the Rancho Cerral de Piedra, Plano and Bolon de Obispo, 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 Wilcox 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 15, both inclusive, in Block 2 of Wilcox 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.

The Beneficiaries herein agree with the Trustees herein that they will release parcels from the lien of this Deed of Trust on the request of the Trustees upon the payment to said Beneficiaries of the net proceeds due the Trustees under the sale of the parcel so released, said sum 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

Trustee also assigns to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and sue for 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 herein.

FEB 16 1932
1932

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 Trustee herein contained.

10,800.00 San Luis Obispo California, JANUARY 18, 1952
 In installment as herein stated, for value received,
 we, or either of us, LOU JOHNSON and EVELYN JOHNSON, promise to pay to
husband and wife, as joint tenants, or order, at
Small Beach, California
 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
ONE HUNDRED and 00/100 Dollars
 or more on the first day of each calendar month, beginning
 on the first day of March, 1952

and containing until said principal and interest have been paid. Each payment shall be credited first, on interest then 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, Trustee agrees:

- (1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to prevent or permit no waste, no violation of laws relating to obstructions 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 Trustee. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any set-off payment to such action.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or interest 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 encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior liens; all costs, fees and expenses of this Trust.
- Should Trustee 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 Trustee and without releasing Trustee from any obligation hereof, 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 purpose; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or interests of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in conducting any such process, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so evidenced by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

FEB 15 1952 1841

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L. 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, and any equity or right in 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 parties for payment of the indebtedness secured hereby, Trustee may: recover any part of said property; consent to the making of any map thereon; 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 retention and upon payment of its fees, Trustee shall recover, without warranty, the property then held hereunder. The recitals in such conveyance of any matter or fact shall be conclusive proof of the truthfulness thereof. The parties in such conveyance 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 postponing announcement. Trustee shall deliver to such purchaser in deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any covenants or facts shall be conclusively proved of the truthfulness thereof. Any person, including Trustee or Beneficiary or 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 secured 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 avers, the plural includes the singular and/or female, and the singular 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 Trust created hereby are irrevocable by Trustee.

C. The Undersigned Trustee 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 hereto.

IN WITNESS WHEREOF Trustee has executed this instrument.

Mailing Address for Notices			Signature of Trustee
STREET AND NUMBER	CITY	STATE	
8926 E. Hammond	Bellflower	Calif	J. T. Doty
"	"	"	Lucille F. Doty
"	"	"	P. E. Doty
"	"	"	Ruth Doty
"	"	"	G. V. Hlatky
"	"	"	Geraldine R. Doty

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On this 28th day of January, 1952

before me, Elizabeth G. Killen, a Notary Public in and for said County,

personally appeared J. T. Doty, Lucille F. Doty, P. E. Doty, Ruth Doty, E. T. Doty and Geraldine R. Doty



known to me to be the person or persons who subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal, Elizabeth G. Killen, Notary Public in and for said County and State, My Commission Expires 6-15-52

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

FEB 15 1952 1841

VO: 645 PAGE 548

gl comp: 1/61

Order No. 36996 TB

When recorded, please mail this instrument to

Lee Johnson
Box 175
Orange, Calif.

1841

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

FEB 15 1952

W. Ramage
County Recorder
Fee \$ 4.00 Indexed
By Mary C. Spearman
Deputy

Deed of Trust

(Installment Note—Interest Included)

WITH POWER OF SALE

INDIVIDUAL

J. F. DOTY, et al.

TO

Security Title Insurance Company

AS TRUSTEE FOR

JON 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 BETH DOTY, husband and wife, and H. T. DOTY and GERARDINE R. DOTY, husband and wife, Trustors 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, California, 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 Rancho 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.

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.

SECURITY TITLE INSURANCE COMPANY

Dated February 21 1955

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

STATE OF CALIFORNIA
 COUNTY OF
 San Luis Obispo

On February 21, 1955
 before me, Vaneta Hurd

a Notary Public in and for said County, personally appeared Bert L. Brown known to me to be a Vice President, and Ancora 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 person who executed said instrument on behalf of the corporation therein named, and acknowledged to me that each corporation executed the same, and acknowledged to me that each corporation executed the within instrument personally.

Witness my hand and official seal.


 My Commission Expires June 13, 1956

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

ORDER No. 44164-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 2:00 P.M.
 VOL 792 Official Records Page 229
 SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

J. E. Brown
 County Recorder
 For \$2.40 in Advance
 7-1

VOL 792 PAGE 230

J. T. DOTY and LUCILLE F. DOTY, husband and wife, F. 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, Pleno 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.

<u>J. T. Doty</u>	<u>Lucille F. Doty</u>
<u>P. E. Doty</u>	<u>R. T. Doty</u>
<u>Beth Doty</u>	<u>Geraldine R. Doty</u>

STATE OF CALIFORNIA }
COUNTY OF } SS.
Los Angeles

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. I hereunto set my hand and official seal.



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

Document No. 2317
RECORDED AT REQUEST OF
SECURITY LIFE INSURANCE COMPANY
AT 10 - MIN. PAST 3 P.M.
VOL 792 Official Records Page 230
SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

J. Thomas
County Recorder
For San Luis Obispo County

DEED OF TRUST AND ASSIGNMENT OF RENTS
Incorporating by reference certain provisions of a deed of trust (not licitious) 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 BETH 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 111 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.

ALL OF THIS FORM IS RECOMMENDED ONLY IN THE COUNTIES NAMED HEREIN

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

For the purpose of securing: (1) Performance of such agreement of Trustor incorporated by reference or contained here-
in, (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 Bene-
ficiary 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 coun-
ties in the state of California and in the books and at the pages of such Official Records as follows: Fresno County,
Book 2110, Page 402; Imperial County, Book 888, Page 335; Kings County, Book 307, Page 1; Los Angeles County, Book
23481, Page 351; Mendocino County, Book 483, Page 384; Merced County, Book 812, Page 187; 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 1108, Page 18; Santa Barbara County, Book 763, Page 35; Stanislaus County, Book 812, Page 215; Tulare County,
Book 1285, Page 225; San Diego County, Book 4237, Page 114; and Mariposa County, Book 27, Page 331; 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
OCEANO WATER COMPANY
BY: [Signature]
CITY: Oceano
STREET AND NUMBER: [Signature]



STATE OF CALIFORNIA
COUNTY OF
LOS ANGELES

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
[Address]
ORDER No. ESCROW No.

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

SPACE BELOW FOR RECORDER'S USE ONLY

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

Document No. 2318
RECORDED AT REQUEST OF
SECURITY TITLE INSURANCE COMPANY
AT 10 MIN. PAST 30 A.M.
VOL. 792 Official Records Part 2
SAN LUIS OBISPO COUNTY, CALIF.

FEB 23 1955

[Signature]
County Recorder
For [Signature]

Notary Public in and for said County and State
Notary Seal Expires Dec. 31, 1955
Corp. Rev. 6-51 (Photo Form 3-30-54 234)

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. L. DOTY and GERALDINE 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 30th 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
Piemo and Boles De Chumisal 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

1164 PAGE 181

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' E, 15 feet to a point on the east line of said Nineteenth St., thence N 89° 10' E, 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' E, 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> R. T. Doty	<u>J. T. Doty</u> J. T. Doty	<u>Lucille F. Doty</u> Lucille F. Doty
<u>Geraldine R. Doty</u> Geraldine R. Doty	<u>P. E. Doty</u> P. E. Doty	<u>Both Doty</u> Offeror Both Doty

JAN - 5 1962 E. 420

BOOK 1164 PAGE 182

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

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



Darlene Lockrem
Notary Public in and for said County and State
DARLENE LOCKREM
My Commission Expires March 18, 1962

Document No. 420
RECORDED AT REQUEST OF William J. Doty
AT 5:30 MIN. PAST 12 P. M.
VOL. 776 O.R. P. 180
SAN LUIS OBISPO COUNTY, CAL.

JAN 5 - 1962

Mary C. Hamlin
County Recorder
By Paul Deputy
Fee \$ 5.00 Indexed

Vol 1164 Page 183

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 Corral
 de Piedra, Pismo and Bolsa de Chemical, 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. 88° 46' E. 170.0' to a point
2. Thence S. 0° 02' E 200.0' to a point
3. Thence S 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
 792 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. 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



JAN - 5 1932

7-1364 PAGE 184. Thence Along the west line of said Lot A N. 0°02' W. (at 302.2' the E. 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
P. E. Doty
R. T. Doty

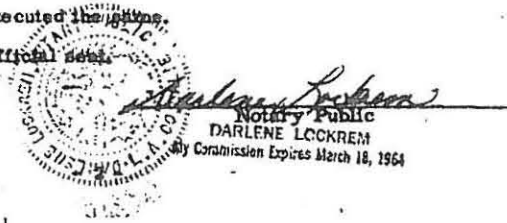
Lucille F. Doty
Beth Doty
Geraldine R. Doty

State of California:
County of Los Angeles: SS

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
At 50 Min. Past 1 P.M.
Vol 1164 Official Records P. 184
San Luis Obispo County, Calif.



JAN 5 - 1962
Mary C. Hamlin
COUNTY RECORDER
By Fee \$ 2.50 Indexed

33103 2299

RECORDING REQUESTED BY

WILLIAM T. DALFRES

WHERE RECORDING MADE TO

WILLIAM T. DALFRES

110 West Ocean Blvd.

Suite 100

Long Beach 2, California

2673
RECORDED AT COUNTY CLERK'S OFFICE
SAN LUIS OBISPO COUNTY, CALIF.

FEB 5 - 1962

Mich. C. Hamilton
County Recorder
San Luis Obispo

PLACE ABOVE THE LINE FOR RECORDER'S USE

APPL. HERE IS STAMP IN THE SPACE

Quitclaim Deed

THIS FORM PREPARED 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, F. E. DOTY and BETE DOTY, husband and wife and R. T. DOTY and GERALDINE R. DOTY, husband and wife hereby REWISE, 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 of Chemical, in the County of San Luis Obispo, State of California, according to a map filed for record Nov. 8, 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 S89° 45'W. 45.0' 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. 792 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° 45' 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) 102.2' to the point of beginning.

Dated August 4, 1961

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On August 4, 1961 before me, the undersigned, a County Public in and for said County and State, personally appeared J. T. Doty, Lucille F. Doty, F. E. Doty, Bete Doty, R. T. Doty and Geraldine R. Doty

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

Witness my hand and official seal.



BARLENE LOCKREM
Notary Public, State of California
My Commission Expires March 12, 1965

J. T. Doty
Lucille F. Doty
F. E. Doty
Bete Doty
R. T. Doty
Geraldine R. Doty

Title Order No. _____
Retrow 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.
Pr.

TITLE INSURANCE AND TRUST CO.

As instructed by *[Signature]*
[Signature]

UNINCORPORATED

BILL OF SALE, ASSIGNMENT AND DEED

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 con-
tained in that certain Waterworks Acquisition Agreement dated
October 4, 1968, as amended October 22, 1968, grants, sells, trans-
fers, 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.

-25.00 1
-27.50 2
-35.56 8

DATED: October 31, 1968.

OCEANO WATER COMPANY, INC.

By *[Signature]*
P. E. DOTY, President

By *[Signature]*
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

(MAIL TAX STATEMENTS TO RETURN) ADDRESS ABOVE

VOL. 1495 PAGE 742

RESOLUTION NO. 2010 - 17 _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OCEANO COMMUNITY SERVICE DISTRICT
APPROVING AN AMENDMENT TO THE WATER
SUPPLY CONTRACT WITH THE SAN LUIS OBISPO
COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

WHEREAS, the Board of Directors of the Oceano Community Services District (“the Board”) executed and delivered a form of Contract between the San Luis Obispo County Flood Control and Water Conservation District (“the District”) and the Oceano Community Services District (“the Agency”), effective September 19, 2000 (the “Existing Contract”), respecting the water provided through the District’s Lopez Dam facility, including its appurtenances (collectively, referred to as “the Facility”); and

WHEREAS, the Agency originally entered into a contract for a water supply with the District on October 24, 1966 (“the Prior Supply Contract”), which contract was first amended and restated in the form of the Existing Contract; and

WHEREAS, the Agency has heretofore purchased water from the Facility for its water enterprise, pursuant to the terms of the Existing Contract; and

WHEREAS, circumstances in the financial markets will now permit the refinancing of the Facility on terms beneficial to the ratepayers and taxpayers of the Agency; and

WHEREAS, in order to implement the refinancing, it is necessary to amend the Existing Contract in certain respects; and

WHEREAS, there has been presented to the Board a form of Amendment No. 2 to the Existing Contract (the “Amended Contract”) which will authorize the foregoing refinancing; and

WHEREAS, the Agency now wishes to insure the availability of water from the Facility on the most favorable possible terms and, to that end, wishes to approve the terms of the Amended Contract and to authorize its execution;

NOW, THEREFORE, the Board does hereby resolve and determine as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The terms and provisions of the Amended Contract, as presented to and reviewed at this meeting of the Board, are hereby approved, and the President _____ [title of officer] of the Board is hereby authorized and directed to execute the Contract in the name of and on behalf of the Agency, in substantially the form presented to and approved at this meeting of the Board.

Section 3. In connection with the refinancing of the Facility, the Agency understands and agrees that delivery of revenue bonds ("the Bonds") by the SLO County Financing Authority intended to effect the refinancing will be conditioned both upon (a) the delivery of the fully executed Amended Contract and the fully executed amended existing water supply contracts of the other participating agencies in the Facility and (b) a showing that the refinancing will result in savings to the Agency in the amount of not less than 5% of present value of the Agency's pro rata share of Installment Debt Service (as defined in the Existing Contract).

Section 4. The Agency understands and agrees that it has been obligated under the terms of the 2000 Tax-Exempt Obligations to provide certain annual information regarding its finances and operations to the municipal marketplace. In the event that Agency is able to perform all acts, conditions and things required by law to be done or performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds and to therefore participate in the refinancing of the Facility, Agency acknowledges that it will take all necessary steps to comply with Securities and Exchange Commission Rule 15c2-12 ("the Rule") to provide continuing disclosures regarding Agency's finances and operations. If the agency elects to participate in the within-described refinancing, the agency acknowledges that it will be required to enter into a form of continuing disclosure agreement provided by counsel to the authority's underwriter and, additionally, would be required to provide historical data from 2000 to the present in a form sufficient to bring the agency into compliance with the Rule.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the Oceano Community Services District held at Oceano, California, on October 27th, 2010, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

By _____
Vern Dahl President

ATTEST:

By _____
Raffaele F. Montemurro

AMENDMENT NO. 2 TO CONTRACT BETWEEN SAN LUIS OBISPO COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE OCEANO
COMMUNITY SERVICE DISTRICT FOR A WATER SUPPLY

This Amendment No. 2 to the Contract between San Luis Obispo County Flood Control and Water Conservation District (“the District”) and the Oceano Community Services District (“the Agency”), for a Water Supply (“Amendment No. 2”) is entered into by and between the District, duly established and existing under the San Luis Obispo County Flood Control and Water Conservation Act (Act 7205 of the Uncodified Acts of the California Water Code), and the Agency, a public entity of the State of California duly established pursuant to the provisions of Division 3 of Title 6 of the California Government Code, as of the Effective Date identified below, and is undertaken with regard to the following facts:

RECITALS:

WHEREAS, the Agency originally entered into a contract with the District on October 24, 1966 (“the Prior Supply Contract”) for the provision of a Water Supply for the use and benefit of the lands and inhabitants served by the Agency; and

WHEREAS, the District and the Agency amended and restated the Prior Supply Contract by execution of a contract for Water Supply effective September 19, 2000 (“the Existing Contract”) making provision for the financing of seismic improvements to Lopez Dam (the “Project”), which provides a Water Supply to the Agency for the use and benefit of the lands and inhabitants served by the Agency; and

WHEREAS, the Existing Contract provides for the calculation of Agency Debt Service based upon the issuance of Tax-Exempt Obligations in the aggregate principal amount of \$28,905,000 of Lopez Dam Improvement Revenue Bonds, 2000 Series A (the “2000 Revenue Bonds”) of the SLO County Financing Authority, a joint exercise of powers authority established under the laws of the State of California (the “Authority”), on August 15, 2000, which included \$13,200,000 in general obligation bonds of the District (the “2000 G.O. Bonds”) and \$15,705,000 of Installment Purchase Agreement obligations (the “IPA”), which were pledged to the payment of the Revenue Bonds; and

WHEREAS, it now appears to the District and the Agency that conditions in the financial market place are appropriate for a cost-effective refunding of the Revenue Bonds, reducing the tax levy for the G.O. Bonds and the water rates pledged under the IPA, for the benefit of the taxpayers and ratepayers of the District and the Agency;

WHEREAS, certain amendments to the Existing Contract are necessary and appropriate in order to reflect the foregoing; and

WHEREAS, in compliance with Article 23 of the Existing Contract, all Other Agencies (as defined therein) are also being provided with an Amendment No. 2 (each, an “Other Amendment No. 2”), all of which shall be executed by the respective Other Agencies as a condition to the effectiveness hereof; and

WHEREAS, in compliance with said Article 23, it shall also be necessary as a condition to the effectiveness hereof that the Rating Agencies confirm their ratings with respect to the Tax-Exempt Obligations (as defined in the Existing Contract):

NOW, THEREFORE, be it agreed and understood by the parties hereto as follows:

Section 1. Recitals; Defined Terms. The foregoing recitals are true and correct. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Existing Contract.

Section 2. Replaced and Additional Definitions. (a) The definitions of the following terms shall replace the definitions of the same terms within Article 1 of the Existing Contract.

“General Obligation Bonds” shall mean those certain general obligation bonds of the District, issued pursuant to authorization received from voters of the District at the election conducted on March 7, 2000, in an aggregate principal amount of not to exceed \$13,200,000, supported by a levy of *ad valorem* taxes throughout the District, including any general obligation bonds issued to refund the 2000 G.O. Bonds.

“Tax-Exempt Obligations” shall mean those certain obligations executed and delivered by or on behalf of the District, representing and evidencing interests of the owners thereof in certain installment payments to be made by the District for the acquisition of the Project, whose proceeds are to be used to finance, refinance or reimburse the costs of the Seismic Remediation improvements, in an aggregate principal amount of not to exceed the net amount, following the application of proceeds of sale of the General Obligation Bonds required to complete the Seismic Remediation Improvements pursuant to State mandate and the District’s competitive bid process for such Improvements. The term “Tax-Exempt Obligations” shall also include any refunding bonds issued in order to refund such Tax-Exempt Obligations.

(b) The following defined term shall be added to Article 1 of the Existing Contract.

“Refunding Bonds” shall mean those certain bonds executed and delivered by or on behalf of the District, refunding any General Obligation Bonds and/or Tax-Exempt Obligations of the District (together, the “Prior Obligations”), the proceeds of which are applied: (i) to refinance or retire the Prior Obligations of the District and (ii) to any costs of issuance in connection therewith.

Section 3. Concurrence with Refunding. The Agency concurs with the recommendation of the District to effect a refunding of the Tax-Exempt Obligations and the G.O. Bonds issued in connection with the Prior Revenue Bonds and agrees to take all appropriate action in support of the issuance of the Refunding Bonds, as recommended by the District, its Bond Counsel, being Fulbright & Jaworski L.L.P., and its Financial Advisor, being Public Financial Management. In particular, the Agency understands and agrees that it will have incurred additional continuing disclosure obligations with respect to the Refunding Bonds, as more particularly described in the Continuing Disclosure Agreement to be executed in connection with the Refunding Bonds, pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Agency's Obligations, re: Advance from District. In the event that Agency is unable to meet its obligation to provide certain financial and operating data relating to such Agency, and is therefore unable to meet all acts, conditions and things required by law to be done or performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds, then the District may provide an amount (the "Advance") necessary to effectuate a refunding of the installment purchase portion of the original Tax-Exempt Obligations attributable to the Agency (the "Agency's Installment Purchase Obligation") on the scheduled closing date for the refunding bonds. Such an Advance by the District shall be considered a loan to the Agency, and the Agency shall thereafter be obligated to continue to make payments to the District in accordance with the original Agency Debt Service schedule related to the Agency's Installment Purchase Obligation as though the Original Tax-Exempt Obligation had never been refunded until such time as the Advance, plus interest accrued thereon at the interest rate applicable to the original tax-exempt obligations, shall be repaid to the District in full.

Section 5. Governing Law. This Amendment No. 2 shall be governed by the provisions of the laws of the State of California applicable to contracts made and performed in such State.

Sections 6. Counterparts; Entire Contract. This Amendment No. 2 may be executed in counterparts, each of which shall, together, constitute an entire document. Furthermore, following the Effective Date defined below, the Existing Contract, as amended by this Amendment No. 2, shall constitute the full and complete Water Delivery Entitlement Contract of the Participant.

Section 7. Effective Date. This Amendment No. 2 shall become effective as of the last date upon which the District, the Agency, and the Other Agencies shall execute this Amendment No. 2 or one of the Other Amendment No. 2's, in accordance with Article 32 of the Contract (the "Effective Date").

Section 8. Ratification. In all other respects, the provisions of the Existing Contract are confirmed and ratified.

IN WITNESS WHEREOF, the parties have each executed this Amendment No. 2 by their duly authorized representatives as of the first date set forth above:

OCEANO COMMUNITY SERVICES DISTRICT

By _____
Vern Dahl President

Date _____

APPROVED AS TO FORM:
[PARTICIPANT ATTORNEY]

ATTEST:
[PARTICIPANT CLERK]

By _____
Alex Simas, District Legal Counsel

By _____
Raffaele F. Montemurro, General Manager

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
Chairperson, Board of Supervisors

Date _____

APPROVED AS TO FORM:
COUNTY COUNSEL:

By _____
Deputy County Counsel

Date _____

ATTEST:
JULIE L. RODEWALD, COUNTY CLERK

By _____
Deputy County Clerk

Date _____



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

COMMISSIONERS

DUANE PICANCO
Chair, City Member

RICHARD ROBERTS
Vice Chair,
Public Member

KATCHO ACHADJIAN
County Member

DAVID BROOKS
Special District Member

ED EBY
Special District Member

BRUCE GIBSON
County Member

KRIS VARDAS
City Member

ALTERNATES

MURIL CLIFT
Special District Member

Roberta Fonzi
City Member

TOM MURRAY
Public Member

JAMES R. PATTERSON
County Member

STAFF

DAVID CHURCH
Executive Officer

RAYMOND A. BIERING
Legal Counsel

MIKE PRATER
Analyst

DONNA J. BLOYD
Commission Clerk

TO: EACH INDEPENDENT SPECIAL DISTRICT

FROM: DAVID CHURCH, LAFCO EXECUTIVE OFFICER

DATE: OCTOBER 8, 2010

RE: REQUEST FOR NOMINATIONS FOR LAFCO
SPECIAL DISTRICT MEMBER

The Special District LAFCO member, David Brooks, is not running for reelection on the Templeton Community Services District Board. This will leave a vacancy on the Local Agency Formation Commission (LAFCO) for the duration of Mr. Brooks' unexpired term which ends December 2012.

The appointment could not be completed by the Independent Special District Selection Committee due to the difficulty in gathering a quorum. In the event that a meeting of the Selection Committee is not feasible, Government Code Section 56332(c)(1) allows the LAFCO Executive Officer to conduct the business of the committee in writing. Nominations are to be submitted in writing within 30 days. At the end of the nomination period the Executive Officer shall prepare and send by electronic mail to each independent special district one ballot with voting instructions. A nomination must be approved by the District's governing body. If only one candidate is nominated that candidate shall be deemed selected, with no further proceeding.

If your District's Board of Directors decides to nominate someone to fill the Special District seat on LAFCO, please submit that nomination to this office by **November 12, 2010**. Please schedule this request for nominations for a meeting of your Board of Directors as soon as possible. The ballots for the election shall be sent via electronic mail (email). Please submit the email address for your agency's general manager or President of the Board of Directors.

A nomination form, return-addressed stamped envelope, and current Commission Membership sheet are attached to assist you. Also, the LAFCO website (www.slolafco.com) has additional information about LAFCO. Please call me at 781-5795 if you have any questions.

cc: Members, Formation Commission

**NOMINATION FOR LAFCO
SPECIAL DISTRICT MEMBER**

The _____
(Insert Name of Special District)

Hereby nominates _____ to serve as the
(Insert Name of Nominee)

Special District Member on the San Luis Obispo Local Agency Formation Commission (LAFCO).

Board of Director's action in the nomination was taken on:

(Insert Date of Board Action)

(Email address)

**SAN LUIS OBISPO
LOCAL AGENCY FORMATION COMMISSION**

The Commission is comprised of seven (7) Regular Members (two county, two city, two special district, and one public member) and four (4) Alternate Members (one county, one city, one special district, and one public member) serving four-year terms. Current members and their term expiration dates are as follows:

Chairman

Duane Picanco

City Member, City of Paso Robles
December 2011

Vice Chairman

Richard Roberts

Public Member, December 2012

K.H. "Katcho" Achadjian

County Board Member, District 4 Supervisor
December 2013

David L. Brooks

Special District Member, Templeton Community Services District
December 2012

Ed Eby

Special District Member, Nipomo Community Services District
December 2010

Bruce Gibson

County Board Member, District 2 Supervisor
December 2011

Kris Vardas

City Member, City of Pismo Beach
December 2013

Alternates

Muril Clift

Special District Member, Cambria CSD, December 2014

Roberta Fonzi

City Member, City of Atascadero, December 2010

Tom Murray

Public Member, December 2012

James R. Patterson

County Member, December 2013

Raffaele Montemurro <raffaeleocsd@gmail.com>

Water Purchase

1 message

Steve Adams <sadams@arroyogrande.org>

To: Raffaele Montemurro <Raffaele@oceanocsd.org>

Raffaele:

Thank you for your interest in a sale of Lopez water to the City of Arroyo Grande. We hope we can agree on an arrangement that will be of benefit to both jurisdictions. We have not had an opportunity to receive any feedback yet from our City Council. Therefore, this is intended only for discussion purposes by the Oceano Community Service District (OCSD) Committee at this time to assist you in making a formal proposal to the City of Arroyo Grande. Please do not consider it a formal proposal from the City.

Per our conversation, based on a discussion with our staff, we believe the following terms would best help address the needs of both jurisdictions and issues we have identified:

1. Terminate the existing temporary water purchase agreement. The City currently pays OCSD a 5% fee on 100 acre feet of water purchased annually under that agreement. It has been calculated that the total fee for the remaining three years of the agreement would equal approximately \$25,000. Therefore, it would be fair for Arroyo Grande to pay OCSD \$25,000 for termination of the agreement.
2. Enter into a new agreement for a permanent purchase of 200 acre feet of Lopez water from OCSD annually. This would be accomplished through an amendment to the contract with the San Luis Obispo County Flood Control District, which would shift 200 acre feet of Lopez water allocation from OCSD to Arroyo Grande. Based on existing OCSD rates, this would reduce permanent annual costs to OCSD by at least \$302,000. The initial additional annual savings would be \$151,400 when factoring in the amount of revenue currently received through the temporary water purchase agreement.
3. The City could also propose to upgrade the OCSD Flood Control District Lopez turnout at no cost to OCSD, which is located in Arroyo Grande. The goal would be to provide the capacity to OCSD to receive its full allocation of State water, which would reduce groundwater pumping.

Please let me know if you have questions or would like additional information. If your Board determines it would like to proceed, I will schedule it for our next Council meeting for consideration.

Thanks.

Nov. 4, 2010

Carole Henson
727 So. Halcyon Rd. #14

NOV 10 2010

Attn: Raffaele Montemurro, All Board members,
of public.

After Having attended two WRAC Meetings, As
an incoming director of the OCSD Board. I am
requesting if possible, that the Board consider
as an emergency measure, Agendizing for the
next wks. Meeting of Nov. 10, 2010 for discussion
and or action, the eminent conclusion to the letter
initiated Nov. 24, 2009 By the District Re: The Potential
Seawater intrusion Northern City's Mgmt. Co. the
possible long term impact of this Negative declaration
with regards to the OCSD's ability to sell water and to
meet our financial obligations. We have only a thirty
day window, beginning Thurs. Oct. 28th to consider the
long term impacts'. My concern is that if the Board
waits until the December 8, 2010 Meeting, it will
be too late to address important issues for
consideration

Sincerely
Carole Henson



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6886

November 10, 2010

Michael Dacey
128 Capanna Court
Pismo Beach, CA 93449

**SUBJECT: APN 062-089-006; OCSD PROJ #6386 Tract 2982
OWNER/PROJECT: DACEY / LOT SPLIT**

Dear Mr. Dacey:

Oceano Community Services District will serve the subject lot split for APN 062-094-022; subject to the following conditions:

1. Obtain valid OCSD and SSLOCSD permits. There are no fees due at this time. When water and/or sewer service is requested, fees and charges will be calculated and payable.
2. Show onsite water and sewer services and cleanouts on plot plan.
3. Engineered plans are required before Fire Department requirements and/or offsite improvements can be determined.
4. A fire safety plan will be required.
5. If any of the District facilities are required to be moved, raised, or in any way altered or changed because of required conditions of the District or any other agency having jurisdiction over the proposed development, the owner, developer, contractor, or agent responsible shall bring such facilities up to a minimum District standard of design and access.
6. If District facilities (such as water and/or sewer lines) extend into or across the subject property, you will be required to prepare and submit appropriate easement documents and/or encroachment permits for acceptance by the District's Board of Directors and recording with the County Clerk-Recorder.
7. Service will be subject to compliance with all District rules and regulations including, but not limited to: Fees, inspections, backflow requirements, fire flow requirements and main extensions.
8. All projects will require final inspections by OCSD.

Curbs, gutters and sidewalks may be required pursuant to County Ordinance 22.05.106 at owner's expense.

Mr. Dacey
Page 2
November 10, 2010

This will serve letter will expire November 10, 2011 and is nontransferable. The District reserves the right to review service at the time permits are issued. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Raffaele F. Montemurro, General Manager

Oceano Community Services District
1655 Front Street
Oceano, Ca. 93475

Proj # L0386

Re: 2031 Beach Street
Tract 2982

November 2, 2010

I would like to request a Final Will Serve letter to be submitted to the SLO County Environmental Health Services stating that there are operable water services and Community Sewer System service immediately available for connection to the parcels created by Tract 2982.

Thank you very much for your assistance.

A handwritten signature in cursive script, appearing to read "Michael Dacey". The signature is written in black ink and is positioned above the printed name and phone number.

Michael Dacey
805-801-9238

OCEANO COMMUNITY SERVICES DISTRICT

REC# 14815

RECD FROM: MICHAEL DACEY/ 2031 BEACH

11/02/10

30.00 TOTAL-CHECK

17520 WILL SERVE/OCSD PROJ 6386 1-3213-100

30.00



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

May 8, 2009

Michael Dacey
128 Capanna Court
Pismo Beach, CA 93449

SUBJECT: APN 062-089-006; OCSD PROJ #6386 Tract 2982
OWNER/PROJECT: DACEY / LOT SPLIT

Dear Mr. Dacey:

Oceano Community Services District will serve the subject lot split for APN 062-094-022; subject to the following conditions:

1. Obtain valid OCSD and SSLOCSD permits. There are no fees due at this time. When water and/or sewer service is requested, fees and charges will be calculated and payable.
2. Show onsite water and sewer services and cleanouts on plot plan.
3. Engineered plans are required before Fire Department requirements and/or offsite improvements can be determined.
4. A fire safety plan will be required.
5. If any of the District facilities are required to be moved, raised, or in any way altered or changed because of required conditions of the District or any other agency having jurisdiction over the proposed development, the owner, developer, contractor, or agent responsible shall bring such facilities up to a minimum District standard of design and access.
6. If District facilities (such as water and/or sewer lines) extend into or across the subject property, you will be required to prepare and submit appropriate easement documents and/or encroachment permits for acceptance by the District's Board of Directors and recording with the County Clerk-Recorder.
7. Service will be subject to compliance with all District rules and regulations including, but not limited to: Fees, inspections, backflow requirements, fire flow requirements and main extensions.
8. All projects will require final inspections by OCSD.

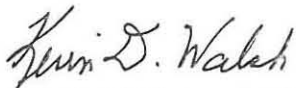
Curbs, gutters and sidewalks may be required pursuant to County Ordinance 22.05.106 at owner's expense.

Mr. Dacey
Page 2
May 8, 2009

This will serve letter will expire May 8, 2010 and is nontransferable. The District reserves the right to review service at the time permits are issued. If you have any questions, please contact the office at (805) 481-6730.

Yours truly,

OCEANO COMMUNITY SERVICES DISTRICT

A handwritten signature in cursive script that reads "Kevin D. Walsh".

Kevin D. Walsh, Interim General Manager

KDW/PTD/cs



Oceano Community Services District

1655 Front Street, P. O. Box 599, Oceano, CA 93445 (805) 481-6730 FAX (805) 481-6886

FIRE SAFETY INFORMATION

APPLICANT INFORMATION

OCSD Project # 1286 APN # 042-084-006 SLO County # _____

Owner's Name Michael C. Dzeey

Address 128 Capanna Ct City Pismo Beach Zip 93449

Work Phone (805) 801-9238 Home () _____

TYPE OF CONSTRUCTION

SFR Commercial _____ Residential/Commercial _____ Industrial _____

PROJECT LOCATION OR ADDRESS

2031 Beach St. Oceano, CA _____

CONSTRUCTION INFORMATION

Is this project new construction? Yes No _____

Add-on to existing structure? Yes _____ No _____

If yes, what type? Remodel _____ Other _____

PROJECT SIZE

Total square footage if new construction: 1st Floor _____ 2nd Floor _____ Garage _____

Total square footage if remodel or add-on: 1st Floor _____ 2nd Floor _____ Garage _____

Is there any structure(s) within 10 feet of this project? Yes _____ No

If yes, how many and what is the total square footage of each: NA

Are you planning to install a fire/life safety residential sprinkler system in your home? Yes _____ No

FIRE DEPARTMENT ACCESS

Will any portion of the access road or driveway exceed a 12% grade? Yes _____ No

Is any portion of the access road less than 20 feet wide? Yes No _____

Is any portion of the proposed structure more than 150 feet from the access road? Yes _____ No

Is any part of the proposed structure three stories or more high? Yes _____ No

WATER SUPPLY (FIRE FLOW)

Will your project be served by the OCSD water system? Yes No _____

Is there a well on the property? Yes _____ No

How far, in feet, is the residence from the nearest hydrant? _____

COMMENTS

Please provide any information you feel will be helpful in our fire safety evaluation.

A PLOT PLAN IS REQUIRED WITH THIS APPLICATION. THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROAD, DRIVEWAY, TURNOUTS, PROPOSED AND EXISTING BUILDINGS, AND THE LOCATION OF THE HYDRANT OR FIRE DEPARTMENT CONNECTION.

“Fire/Life Safety Requirements” is attached. A copy of these requirements shall remain on the project site until final inspection or certification of occupancy has been issued.

If you have any questions, feel free to contact Oceano Community Services District at 1655 Front Street, Oceano, CA, 93445, or by calling (805) 481-6730.

Michael El Dorado
Signature of Applicant/Agent

4-23-09
Date

FOR OCSD USE ONLY:

1. What is the observed fire flow of nearest hydrant? _____
2. Is the proposed structure served by an all-weather road? Yes _____ No _____
Surface of access road: Asphalt _____ Redrock _____ Other _____

Completed by Date

OCEANO COMMUNITY SERVICES DISTRICT
FIRE SAFETY PLAN
ATTACHMENT A

22.05.082 - FIRE SAFETY PLAN

b. Fire Safety Plan Content:

1. Urban and village areas: A fire safety plan is to identify the location of the fire hydrant nearest to the site; the location of any emergency firefighting equipment or water supplies on the proposed site; the location of any explosive or flammable materials; and means of access to all structures available for firefighting equipment.
2. Rural areas: A fire safety plan is to include the location of: available water storage; any storage of fuel, explosives, flammable or combustible liquids and gases; and identification of the extent of proposed vegetative fuel reduction areas.
3. Exception of content requirements: Where the applicable fire protection agency determines that information provided with the project application and plans is sufficient to enable fire safety review without the need for a separate fire safety plan, the information required by subsections b(1) and b(2) of this section need not be supplied. A letter verifying the adequacy of application information shall be submitted to the Planning and Building Department.

[County of San Luis Obispo, Amended 1991, Ord. 2523]



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

November 10, 2010

Luciano Chavez
1510 17th Street
Oceano, CA 93445

SUBJECT: APN 062-051-047; OCSD PROJ #6436
OWNER/PROJECT: CHAVEZ/ 2 BEDROOM, 2 BATHROOM & GARAGE ADDITION

Dear Mr. Chavez:

Oceano Community Services District will serve the subject lot split for APN 062-051-047; subject to the following conditions:

1. Obtain valid OCSD and SSLOCSD permits. There are no fees due at this time. When water and/or sewer service is requested, fees and charges will be calculated and payable.
2. Show onsite water and sewer services and cleanouts on plot plan.
3. Engineered plans are required before Fire Department requirements and/or offsite improvements can be determined.
4. A fire safety plan will be required.
5. If any of the District facilities are required to be moved, raised, or in any way altered or changed because of required conditions of the District or any other agency having jurisdiction over the proposed development, the owner, developer, contractor, or agent responsible shall bring such facilities up to a minimum District standard of design and access.
6. If District facilities (such as water and/or sewer lines) extend into or across the subject property, you will be required to prepare and submit appropriate easement documents and/or encroachment permits for acceptance by the District's Board of Directors and recording with the County Clerk-Recorder.
7. Service will be subject to compliance with all District rules and regulations including, but not limited to: Fees, inspections, backflow requirements, fire flow requirements and main extensions.
8. All projects will require final inspections by OCSD.

Curbs, gutters and sidewalks may be required pursuant to County Ordinance 22.05.106 at owner's expense.

Mr. Chavez
Page 2
November 10, 2010

This will serve letter will expire November 10, 2011 and is nontransferable. The District reserves the right to review service at the time permits are issued. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Raffaele F. Montemurro, General Manager



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

November 10, 2010

Luciano Chavez
1510 17th Street
Oceano, CA. 93445

**SUBJECT: APN 062-051-047; OCSD PROJ # 6436.00;
OWNER/PROJECT: CHAVEZ/2 BEDROOM, 2 BATHROOM, GARAGE**

Dear Mr. Chavez:

Presented below is an estimate of the water and sewer fees for connection of the subject project. All connection fees must be paid to Oceano Community Services District prior to the residence being connected to the District's water and sewer services. The plans for the construction have not been approved, so things could change.

Water Connection Charges

Water Meter Charge (1 inch meter)	\$675.00
-----------------------------------	----------

TOTAL ESTIMATED WATER AND SEWER FEES	<u>\$675.00</u>
---	------------------------

In addition, the South San Luis Obispo County Sanitation District (SSLOCSD) will require payment for its connection fees. You may find out the precise amount of this payment by calling the SSLOCSD office between 8:00 a.m. and noon at (805) 481-6903 and speaking with Sabrina Spears, Secretary/ Bookkeeper. **OCSD will require that you submit a copy of your County building permit and the receipt from the SSLOCSD before it will accept water and sewer fees due to us.**

Estimated fees could increase at any time, and will increase on January 1st of each year.

If you have any questions, please feel free to contact me at (805)481-6730.

Yours Truly,

OCEANO COMMUNITY SERVICES DISTRICT

Dan Silveira, Utility Operations Leadperson

John

From: John [John@oceanocsd.org]
Sent: Friday, October 15, 2010 12:04 PM
To: Raffaele Montemurro (raffaele@oceanocsd.org)
Subject: plan review OCSD # 6436

Raffaele,

**RE; APN 062, 051, 047
Chavez 1510 17th st**

I have reviewed the plans and specs for the above project dated September 24, 2010. This project is approved by the Fire Department as presented.

John Bova
Fire Captain
Five Cities Fire Authority
140 Traffic Way, Arroyo Grande Ca 93420
(805) 473-5490
(805) 473-5417 Station 61
(805) 473-5423 FAX

*****CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication *****



H A L S E L L
B U I L D E R S

September 29, 2010

Oceano Community Services District
PO Box 599
Oceano, CA 93475-0599

Subject: WILL SERVE REQUEST FOR Addition – 2 bedrooms, 2 bathrooms, Garage; APN 062-051-047
OWNER: Luciano Chavez

Gentlemen,

Attached is a set of plans for an addition – 2 bedrooms, 2 bathrooms and a garage - I am proposing to build on APN 062-051-047. I am requesting a will serve letter for water, sewer, fire protection and street lighting services. Please provide an estimate of fees that will be required by the OCSD for this project, also.

I have attached the completed Fire Safety Plan questionnaire, along with a plot plan showing the proposed location for the water and sewer services.

I am the authorized agent/contractor for the current owner of the property and am in the process of obtaining a Minor Use Permit as required by the County of San Luis Obispo prior to submittal of plans for Plan Check and issuance of a building permit.

If you have any questions, or need to additional information, please call me at 805-928-8948.

Yours truly

Authorized Agent. / Contractor
Stuart Hawkes
Halsell Builders
3130 Skyway Drive, Suite 601
Santa Maria, CA 93455
805-928-8948
805-310-8748

Current Owner
Luciano Chavez
1510 W 17th Street
Oceano, CA 93445
805-345-0426

S:\Jobs\10093 - Chavez\Project Management\Chavez Will serve letter.doc



Nailing it.

3130 Skyway Drive, Suite 601 Santa Maria, CA 93455 ☎ 805/928-8948 ✉ 805/928-1129 halsellbuilders.com



Oceano Community Services District

1655 Front Street, P. O. Box 599, Oceano, CA 93445 (805) 481-6730 FAX (805) 481-6836

FIRE SAFETY INFORMATION

APPLICANT INFORMATION

OCSD Project # 0436 APN # 062-051-047 SLO County # _____

Owner's Name Luciano Chavez

Address 1510 W. 17th St City Oceano Zip 93445

Work Phone (805) 310-8740 (contractor) Home () _____

TYPE OF CONSTRUCTION

SFR Commercial _____ Residential/Commercial _____ Industrial _____

PROJECT LOCATION OR ADDRESS

1510 W. 17th St. Oceano, CA 93445

CONSTRUCTION INFORMATION

Is this project new construction? Yes _____ No

Add-on to existing structure? Yes No _____

If yes, what type? Remodel _____ Other Addition - 2 bed, 2 bath, Garage.

PROJECT SIZE

Total square footage if new construction: 1st Floor ~~702~~ 2nd Floor ~~7~~ Garage _____

Total square footage if remodel or add-on: 1st Floor _____ 2nd Floor 1098 Garage 339

Is there any structure(s) within 10 feet of this project? Yes _____ No (10' +/-)

If yes, how many and what is the total square footage of each: _____

Are you planning to install a fire/life safety residential sprinkler system in your home? Yes _____ No

FIRE DEPARTMENT ACCESS

Will any portion of the access road or driveway exceed a 12% grade? Yes _____ No X

Is any portion of the access road less than 20 feet wide? Yes _____ No X

Is any portion of the proposed structure more than 150 feet from the access road? Yes _____ No X

Is any part of the proposed structure three stories or more high? Yes _____ No X

WATER SUPPLY (FIRE FLOW)

Will your project be served by the OCSD water system? Yes X No _____

Is there a well on the property? Yes _____ No X

How far, in feet, is the residence from the nearest hydrant? 25'

COMMENTS

Please provide any information you feel will be helpful in our fire safety evaluation.

Hydrant is adjacent to property, school is directly across the street &

A PLOT PLAN IS REQUIRED WITH THIS APPLICATION. THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROAD, DRIVEWAY, TURNOUTS, PROPOSED AND EXISTING BUILDINGS, AND THE LOCATION OF THE HYDRANT OR FIRE DEPARTMENT CONNECTION.

“Fire/Life Safety Requirements” is attached. A copy of these requirements shall remain on the project site until final inspection or certification of occupancy has been issued.

If you have any questions, feel free to contact Oceano Community Services District at 1655 Front Street, Oceano, CA, 93445, or by calling (805) 481-6730.

Signature of Applicant/Agent

Date

FOR OCSD USE ONLY:

1. What is the observed fire flow of nearest hydrant? _____
2. Is the proposed structure served by an all-weather road? Yes _____ No _____
Surface of access road: Asphalt _____ Redrock _____ Other _____

Completed by

Date

OCEANO COMMUNITY SERVICES DISTRICT
FIRE SAFETY PLAN
ATTACHMENT A

22.05.082 - FIRE SAFETY PLAN

b. Fire Safety Plan Content:

1. Urban and village areas: A fire safety plan is to identify the location of the fire hydrant nearest to the site; the location of any emergency firefighting equipment or water supplies on the proposed site; the location of any explosive or flammable materials; and means of access to all structures available for firefighting equipment.
2. Rural areas: A fire safety plan is to include the location of: available water storage; any storage of fuel, explosives, flammable or combustible liquids and gases; and identification of the extent of proposed vegetative fuel reduction areas.
3. Exception of content requirements: Where the applicable fire protection agency determines that information provided with the project application and plans is sufficient to enable fire safety review without the need for a separate fire safety plan, the information required by subsections b(1) and b(2) of this section need not be supplied. A letter verifying the adequacy of application information shall be submitted to the Planning and Building Department.

[County of San Luis Obispo, Amended 1991, Ord. 2523]



H A L S E L L
B U I L D E R S

Oceano Community Services District
PO Box 599
Oceano, CA 93475-0599
September 29, 2010

Dear Oceano Community Services District,
Stuart Hawkes is an authorized agent for Halsell Builders to the Oceano Community Services District for the project of Chavez on 1510 W 17th Street, Oceano, CA.

Thank you,

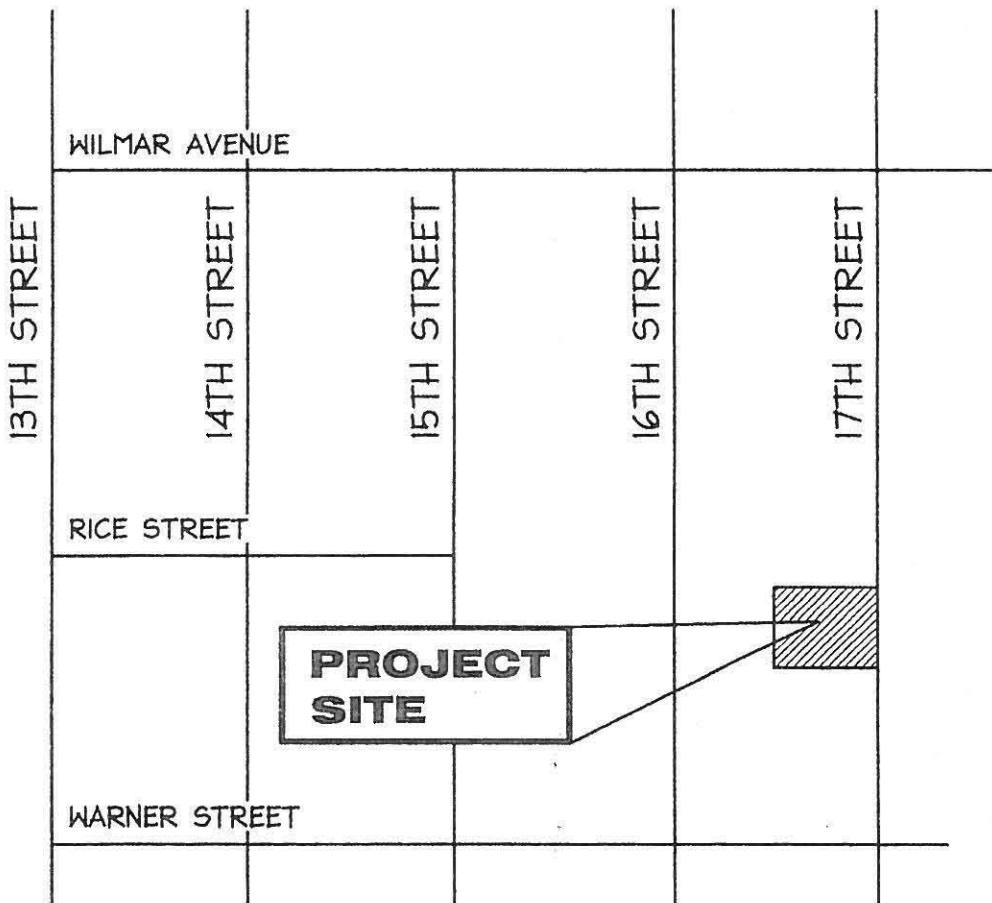
Joe Halsell
President

S:\Correspondence\agent authorization.doc



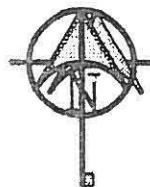
Nailing it.

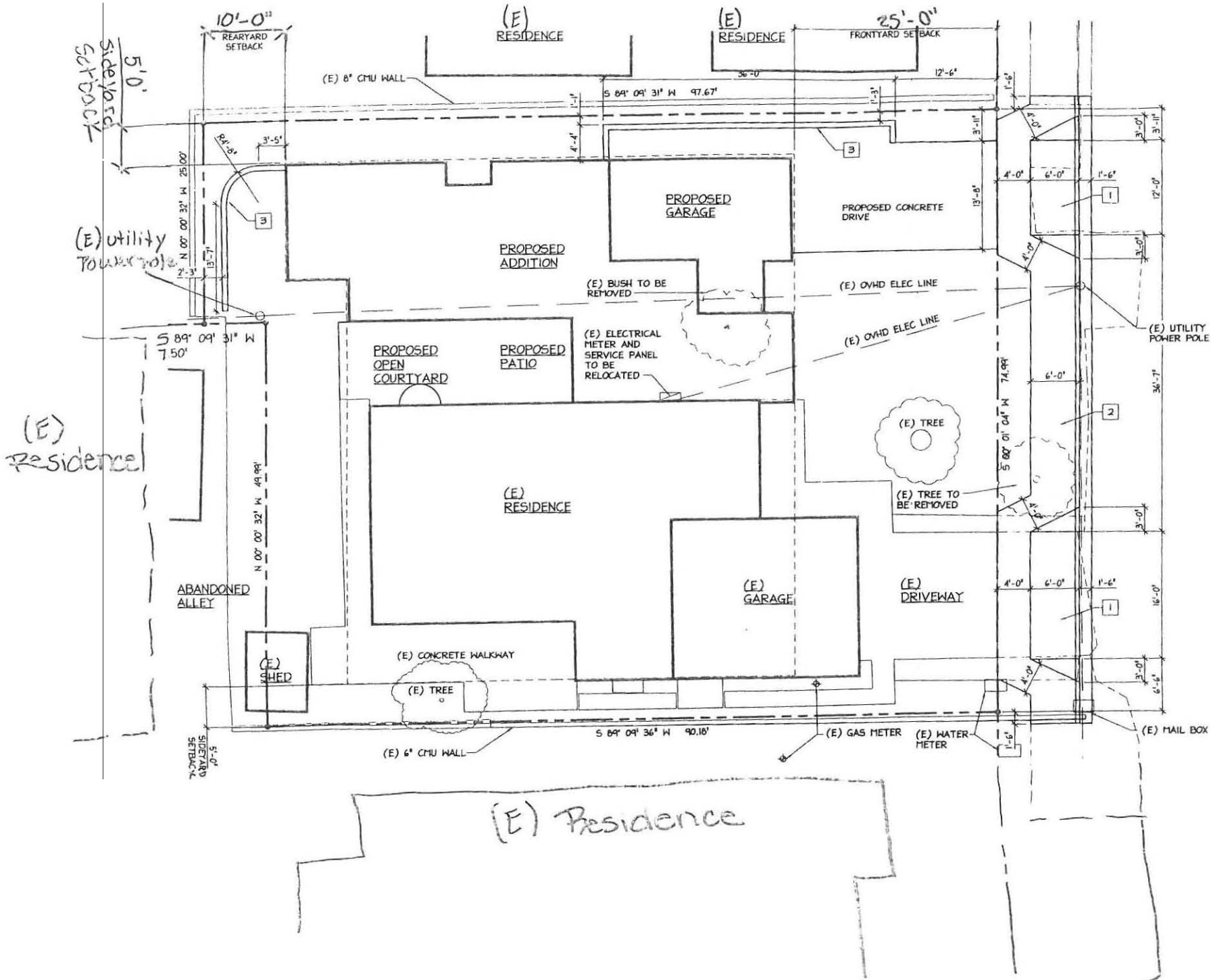
3130 Skyway Drive, Suite 601 Santa Maria, CA 93455 ☎ 805/928-8948 📠 805/928-1129 halsellbuilders.com



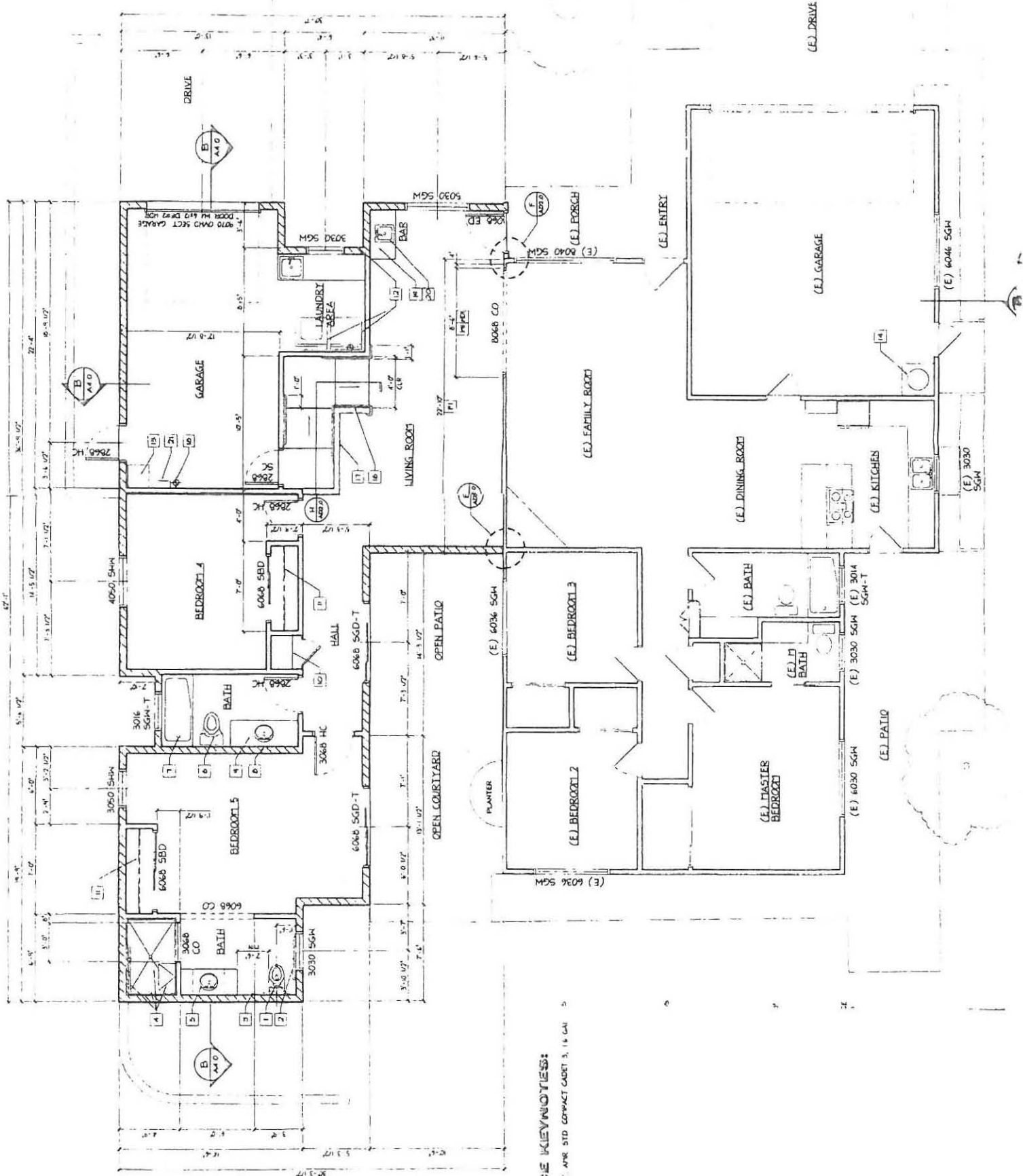
VICINITY MAP

NOT TO SCALE





1510 LEFT ST



KEYNOTES:

ET APR STD COMPACT CABET 3, 14 GA 5



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

August 26, 2010

CORRECTED FEE LETTER

Kris Walters
Garing, Taylor & Associates
141 So. Elm Street
Arroyo Grande, CA 93420

**SUBJECT: APN 062-114-016; OCSD PROJ #6428.00; SLO CO #: UNKNOWN
OWNER/PROJ: COMMUNITY HEALTH CENTER/RELOCATE
EXISTING MODULAR BUILDING TO SITE**

Dear Ms. Walters:

Presented below is an estimate of the water and sewer fees for connection of the subject project. All connection fees must be paid to Oceano Community Services District prior to the modular building being connected to the District's water and sewer services.

Water Connection Charges

Water Meter Charge (1-inch meter)	\$ 1,350.00
Front Footage Charge (75 ft x 81.60/ft)	6,120.00
Capacity Charge (State Water Project: 4 EDU x 3,806.52)	15,226.08
Additional Connection Fees (Lopez Proj Imprv: 4 EDU x 1000.)	<u>4,000.00</u>
Total Estimated Water Charges	\$ 26,696.08

Sewer Connection Charges

Lateral installation estimate	6,420.00
Connection fee	1,225.00
Inspection fee	<u>50.00</u>
Total Estimated Sewer Fees	<u>7,695.00</u>
TOTAL FEES	<u>\$34,391.08</u>
Refund Lateral installation	<6,420.00>
TOTAL FEES	<u>\$27,971.08</u>

Kris Walters
Page Two
August 26, 2010

The \$50.00 inspection fee shown above is for inspecting the building sewer laterals between the District's cleanout and the connection to the new modular building. Please give us at least 24 hours notice to schedule the required inspections.


In addition, the South San Luis Obispo County Sanitation District (SSLOCSD) WILL REQUIRE PAYMENT FOR ITS CONNECATION FEES. You may find out the precise amount of this payment by calling the SSLOCSD office between 8:00 a.m. and noon at (805) 481-6903 and speaking with Sabrina Spears, Secretary / Bookkeeper. **OCSD will require that you submit a copy of your County building permit and the receipt from the SSLOCSD before it will accept water and sewer fees due to us.**

Estimated fees could increase at any time, and will increase on January 1st of each year.

If you have any questions, please feel free to call.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT



Raffaele F. Montemurro
General Manager

RFM/cap



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

May 13, 2010

Kris Walters
Garing, Taylor & Associates
141 So. Elm Street
Arroyo Grande, CA 93420

**SUBJECT: APN 062-114-016; OCSD PROJ #6428.00; SLO CO #: UNKNOWN
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TOTAL FEES **\$34,391.08**

Kris Walters
Page Two
May 13, 2010

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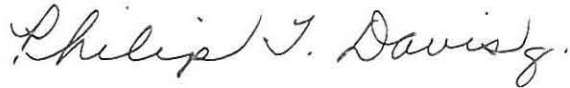
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If you have any questions, please feel free to call.

Yours truly,

OCEANO COMMUNITY SERVICES DISTRICT



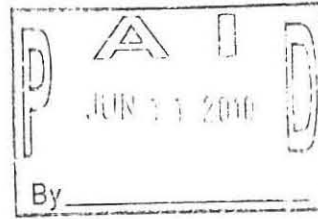
Philip T. Davis
Utility Operations Supervisor

sw

Payee OCEANO COMMUNITY SERVICES DIST
 Vendor ID OCEANO COMMUNIT Account #:

89409
 6/10/2010

Invoice	Description	Discount	Amount
1941/5-13-10	WATER & SEWAGE CONNECT FEE - 1941 CIENEGA	\$0.00	\$34,391.08
5331/MAY10	UTILITIES-03045331	\$0.00	\$57.51



Total : \$0.00 \$34,448.59

OCEANO COMMUNITY SERVICES DISTRICT

REC# 14676

RECD FROM: COMMUNITY HEALTH CENTER

6/24/10 PROJECT #6428.00 34,391.08 TOTAL-CHECK

15360	WTR METER-	2-3205-000	1,350.00
15370	FRNT FOOT-	2-3206-000	6,120.00
15380	STATE WTR-	2-3209-000	15,226.08
15390	SWR HKUP -	3-3211-000	7,645.00
15400	SWR INSP -	3-3230-000	50.00
15410	LP2 HKUP -	2-3211-000	4,000.00

Raffael Montemurro,

Oct 20th, 2010

I was wondering what kind of process would I need to initiate in order to have a street light placed at the corner of 22nd and Cienaga St. We own the 4 unit at 2221 Cienaga and even though we make sure our 4 unit is lit up at night, the corner is very dark which leads to safety issues at that particular corner. Not too long ago the county did fix the corner with a wheelchair ramp which does help some, however a light would sure help out.

I'd appreciate if you could give me a call so I will know what I need to do in order to initiate this process.

Thank you for your help -

Delores Carr (805) 441-9343